



**GREATER NAPLES FIRE RESCUE DISTRICT
BOARD OF FIRE COMMISSIONERS
Action Item Worksheet**

NEW BUSINESS

Agenda Item: III. B.
Subject: Amended Interlocal Agreement Concerning Plan Review and Inspection
Meeting Date: January 16, 2024
Prepared By: Shawn M. Hanson, Assistant Chief

Background

The Amended and Restated Interlocal Agreement Concerning Plan Review and Inspection (herein referred to as the “Amended Interlocal Plan Review Agreement”) is a successor to the Golden Gate Fire Control and Rescue District and the East Naples Fire Control and Rescue District, and Collier County, Florida, and as the Governing Body of the Ochopee Fire District, and amends the current plan review agreement.

The successor and Amended Interlocal Plan Review Agreement continues to cover plan review and inspections of GNFD, Ochopee, and District One, the collection and distribution of fees collected by Collier County, provides for the maintenance of Fire & Life Safety Section services, specifies the retention of applicable AHJ responsibilities, including authority powers as the GNFD and Collier County Fire Marshal, and plan review jurisdictional authority.

Permission is requested for a scrivener’s change to the referenced Resolution 2023-13 Fire and Life Safety Fees Schedule and Fire Review and Inspection Fees; reflecting the minimum fee of \$150.00 in line item 22). II. of Exhibit A.

Funding Source/Financial Impact

Associated FLS fees are designed to be cost neutral and to promote the elimination of fire and life safety hazards.

The Amended Interlocal Plan Review Agreement amends the current terms of the GNFD Fire Marshal salary to include the quarterly reimbursements of the unburdened salary; from County collected plan review fees.

Any GNFD requested software changes will be paid by the GNFD and any future changes to the County Cityview software program as related to GNFD requested fee changes, will incur a 25% cost share fee.



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Recommendation

Staff recommends approving Amended and Restated Interlocal Agreement Concerning Plan Review and Inspection for Greater Naples and granting permission to make a scrivener's change to Resolution 2023-13 Fire and Life Safety Fees Schedule and Fire Review and Inspection Fees.

Potential Motion

I, move to support staff's recommendation by approving Amended and Restated Interlocal Agreement Concerning Plan Review and Inspection for Greater Naples and grant permission to make a scrivener's change to Resolution 2023-13 Fire and Life Safety Fees Schedule and Fire Review and Inspection Fees.

**AMENDED AND RESTATED INTERLOCAL AGREEMENT CONCERNING
PLAN REVIEW AND INSPECTION FOR GREATER NAPLES**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT CONCERNING PLAN REVIEW AND INSPECTION (hereinafter referred to as the “Amended Interlocal Plan Review Agreement”) is made and entered into this ___ day of _____, 202_, by and between Greater Naples Fire Rescue District (GNFD) as successor to the Golden Gate Fire Control and Rescue District and the East Naples Fire Control and Rescue District, and Collier County, Florida, and as the Governing Body of the Ochopee Fire District (hereinafter referred to as “County”), collectively referred to as the “Parties.”

RECITALS:

WHEREAS, the Florida Interlocal Cooperation Act of 1969, § 163.01, Florida Statutes, authorizes the joint exercise of any power, privilege or authority which the public agencies involved herein might exercise separately; and

WHEREAS, the GNFD and County are public agencies within the meaning of the Florida Interlocal Cooperation Act of 1969 and wish to enter into this agreement to jointly exercise powers which each might exercise separately for the purpose of fire prevention within Collier County, Florida; and

WHEREAS, the North Naples Fire Control and Rescue District, Golden Gate Fire Control and Rescue District, Big Corkscrew Island Fire Control and Rescue District, Immokalee Fire Control District, East Naples Fire Control and Rescue District, Ochopee Fire District, and Isle of Capri Municipal Rescue and Fire Services Taxing District (collectively referred to as the “Fire Districts”), entered into an Interlocal Agreement with Collier County dated January 28, 2003, for the purpose of delineating the responsibilities of Collier County and the Fire Districts with respect to plan reviews and fire inspections for new construction, construction projects, and existing structures, a copy of which is attached as Exhibit “A” (the “Fire District Agreement”); and

WHEREAS, on October 14, 2003, the East Naples Fire Control and Rescue District and Collier County, as the governing body of the Ochopee Fire District entered into an Interlocal Agreement for the purpose of establishing a fire plan review and fire inspection process for new construction and construction projects in Ochopee (the “Ochopee Agreement”); and

WHEREAS, on April 22, 2014, the Golden Gate Fire Control and Rescue District and Collier County as the governing body of the Ochopee Fire District and Isle of Capri Fire and Rescue District entered into an Interlocal Agreement concerning Fire Plan Review and Inspection (the “Plan Review Agreement”), which was intended to replace the Ochopee Agreement; and

WHEREAS, the boundaries of the East Naples Fire Control and Rescue District were expanded by annexing the Isles of Capri Fire and Rescue District into the East Naples Fire Control and Rescue District by special act of the Legislature in Chapter 2014-239, Laws of Florida; and

WHEREAS, the Golden Gate Fire Control and Rescue District and the East Naples Fire Control and Rescue District merged into the Greater Naples Fire Rescue District by special act of the Legislature in Chapter 2014-240, Laws of Florida; and

WHEREAS, the GNFD and County desire to terminate the Fire District Agreement and amend the Plan Review Agreement.

WITNESSETH:

NOW THEREFORE, the Parties agree as follows:

1. All of the above RECITALS are true and correct and are hereby expressly incorporated herein by reference as if set forth fully below, and the termination of the Ochopee Agreement is ratified.
2. The County shall assume responsibility for Fire Plan Review of all building construction plans and specifications of all new construction and construction projects in the GNFD area and in Ochopee as described in Collier County Code of Laws Section 122-226. GNFD shall continue to be responsible for performing inspections and any necessary re-inspections of new construction and construction projects for which building permits have been issued.
3. GNFD will maintain its Fire and Life Safety Section to serve its existing customers and its district.
4. Fire Plans Reviewers will be cross trained for other Growth Management Community Development (GMCD) plans reviews with the consent of the GNFD Fire Chief, which shall not unreasonably be withheld, and may only utilize the staff in this capacity to maximize workload as necessary, and they must remain dedicated to processing and completing fire plans reviews.
5. The GNFD Fire Chief will retain his authority having jurisdiction (the "AHJ") as provided under Chapter 633, Florida Statutes.
6. The GNFD Fire Marshal, when delegated the authority by the GNFD Fire Chief shall be appointed as the Collier County Fire Marshal, and subject to the approval of the GNFD Fire Chief, shall have jurisdictional and final approval authority over fire plans reviews within the GNFD and Ochopee districts and the areas agreed upon by Collier County and GNFD. County Manager (or designee) is the direct employer for County fire plans reviewers and maintains the authority to manage its staff and fire plans review processes.

7. The County will pay hundred percent (100%) of the GNFD Fire Marshal's unburdened salary up to the sum of one-hundred sixty thousand dollars (\$160,000) to the GNFD out of revenue the County collects from fire plans review fees. Payment will be remitted by the County equally throughout the year on a quarterly basis.
8. GNFD and the County agree for the GNFD Fire Chief and Fire Marshal (or designee) to act as the jurisdictional and final approval authority for fire plans reviews and GNFD managed inspection services for the GNFD District, as well as the Ochopee Fire District and Collier Fire District One.
9. The County will continue to collect fees for fire plan review and inspections within the boundaries of the GNFD District, as well as the Ochopee Fire District and Collier Fire District One in accordance with the fee schedule effective January 1, 2024, attached hereto as Exhibit "B" and incorporated herein. The GNFD may change the fees by Resolution of GNFD, and by providing the County written notice of the change no later than 180 days prior to the effective date of the new fees. The GNFD agrees to coordinate with the other Fire Districts and will strive to ensure that all Fire Districts are charging the same fees.
10. The County will provide monthly fee collection reports and GNFD will review and approve fee collections monthly. The County will make adjustments upon written approval from GNFD following verification by the County. Distribution of fees to GNFD shall occur on a monthly basis.
11. GNFD and the County will collaborate on all future system upgrades, software purchases, and any improvements that affect the delivery of service to our mutual customers. If changes to the Cityview software are requested by GNFD including fee changes, GNFD will provide no less than 180 days prior written notice to County. Any fees or costs associated with software changes such as vendor costs will be paid by the party requesting the change. All other software upgrade costs will be paid based on fair share as follows: North Collier Fire Control and Rescue District 50%, GNFD 25% and County 25%.
12. Any notice made under this Agreement shall be in writing and delivered by hand or by United States Postal Service, certified mail, to the following:

To County:

Michael Stark, Division Director-Operations Support
Growth Management Community Development Department
2800 N. Horseshoe Drive
Naples, FL 34104

To GNFD:

Fire Chief
GNFD Administrative Headquarters
14575 Collier Blvd.
Naples, FL 34119

13. This Amended Interlocal Plan Review Agreement contains the complete and entire understanding of the Parties.
14. In accordance with § 163.02(11), Florida Statutes, this Amended Interlocal Plan Review Agreement shall be recorded by the Clerk of the Circuit Court in the Official Records of Collier County, Florida.
15. This Amended Interlocal Plan Review Agreement shall become effective upon its execution by the GNFD and County and its filing with the Clerk of the Circuit Court by the County. The County shall provide a copy of the recorded Amended Interlocal Plan Review Agreement within twenty (20) business days of its recording.
16. The Parties hereby terminate the Fire District Agreement.
17. The term of this Agreement is five (5) years from the effective date of this Amended Interlocal Plan Review Agreement. It may be terminated by either Party upon thirty (30) days written notice to the other. Thereafter, unless notice of termination is given by either party, this Agreement shall automatically and without further notice or action of either party renew for additional five year periods on each five-year anniversary date.

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Interlocal Agreement to be executed by their appropriate officials as of the date first above written.

Attest:
CRYSTAL K. KINZEL, CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA
Governing Body of the Ochopee Fire District

By: _____
Deputy Clerk

By: _____
Chris Hall, Chairman

Approved as to form and legality:

Heidi Ashton-Cicko
ManagingAssistant County Attorney

WITNESSES

Signature:

Printed Name:

Signature:

Printed Name

Attachments:
Exhibit A – Fire District Agreement
Exhibit B - Fees

GREATER NAPLES FIRE RESCUE
DISTRICT

By: _____
Al Duffy, Chairman

EXHIBIT A

11B

CLERK TO THE BOARD
INTEROFFICE
KEY 7249

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
01/30/2003 at 12:42PM DWIGHT S. BROCK, CLERK

REC FEE 100.00
INDEXING 1.00
COPIES 21.00

INTERLOCAL AGREEMENT

EXHIBIT A

This Interlocal Agreement ("Agreement") is made and entered into by and between Collier County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and the North Naples Fire Control and Rescue District, Golden Gate Fire Control and Rescue District, Big Corkscrew Island Fire Control and Rescue District, Immokalee Fire Control District, East Naples Fire Control and Rescue District, Ochopee Fire District, Isles of Capri Municipal Rescue and Fire Services Taxing District, hereinafter collectively referred to as the "FIRE DISTRICTS."

WHEREAS, the Florida Interlocal Cooperation Act of 1969, § 183.01, Florida Statutes, authorizes the joint exercise of any power, privilege or authority which the public agencies involved herein might exercise separately; and

WHEREAS, the COUNTY and the FIRE DISTRICTS are public agencies, within the meaning of the Florida Interlocal Cooperation Act and desire the joint exercise of power which each might exercise separately for the purpose of providing fire prevention within Collier County; and

WHEREAS, Section 553.79(2), Florida Statutes, requires review and approval, by both the BUILDING OFFICIAL and the appropriate fire inspector, of plans and specifications for the construction, erection, alteration, repair or demolition of any building before a permit for such work may be issued.

NOW, THEREFORE, in consideration of the foregoing recited and the mutual promises, covenants, and duties hereinafter set forth, the COUNTY and the FIRE DISTRICTS formally covenant, agree, and bind themselves as follows:

SECTION ONE: Purpose.

The purpose of this Agreement is to provide for an expeditious, high-quality fire plan review and fire inspection process for new construction, construction projects and existing structures within the boundaries of the FIRE DISTRICTS by delineating the responsibilities of the COUNTY and the FIRE DISTRICTS in order to enhance service to the citizens of Collier County.

SECTION TWO: Definitions.

The following terms as used in this Agreement shall be defined as follows:

ADMINISTRATIVE DISTRICT - East Naples Fire Control and Rescue District.

ASSISTANT FIRE CODE OFFICIAL - An individual who is employed by the ADMINISTRATIVE DISTRICT and who serves in the absence of the FIRE CODE OFFICIAL pursuant to this agreement.

AUTHORITY HAVING JURISDICTION - The Fire Chief or his/her designee (Fire Marshal or FIRE SAFETY INSPECTOR or FIRE CODE OFFICIAL) responsible for, and having final authority in his/her respective jurisdiction, in both new and existing construction (§ FS 633.121).

BOARD - The Collier County Building Board of Adjustments and Appeals as established in Division 5.4 of the Collier County Land Development Code.

BUILDING CODE- The Florida Building Code 2001, as adopted by Collier County Ordinance No. 2002-01.

BUILDING OFFICIAL - The Collier County Building Review and Permitting Director or his designee.

COUNTY - The general-purpose government of Collier County, which is a political subdivision of the State of Florida.

FIRE CODE - The Collier County Fire Prevention Ordinance, Ordinance No. 2002-49, the State Minimum Fire Safety Standards and the State Fire Marshal's Uniform Fire Standards set forth in Chapter 633, Florida Statutes and any successor or amendment thereto during the life of this Agreement.

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FIRE CODE OFFICIAL - The individual appointed by the FIRE DISTRICTS and employed by the ADMINISTRATIVE DISTRICT who is responsible for the following duties:

1. The accurate and timely review of building permit applications, plans and specifications for compliance with the applicable FIRE CODE;
2. The performance of statutory functions of the Fire Marshal and FIRE CODE OFFICIAL for fire plan review;
3. Providing Collier County with assistance in updating the FIRE CODES and related ordinances;
4. Managing and over-seeing all employees and records of the FIRE CODE OFFICIAL'S Office on a daily basis including time sheets and expenditures;
5. Providing training as needed to office staff and fire district personnel;
6. Presenting a preliminary budget to the Fire Chief of each district, and a final budget to the Fire Chief of the ADMINISTRATIVE DISTRICT or his/her designee; and
7. Participating as a member of the Collier County Fire Marshals Association.

FIRE DISTRICTS - The independent fire control and rescue districts operating within Collier County, including North Naples, Golden Gate, Big Corkscrew Island, Immokalee, East Naples and the dependent districts of Ochopee and Isle of Capri.

FIRE SAFETY INSPECTOR - The individual appointed to carry out the functions identified by and referenced in Chapter 553, Florida Statutes, Building Construction Standards, and Chapter 633, Florida Statutes, Fire Prevention and Control. Such individual must be certified by the Division of State Fire Marshal pursuant to § 633.05, Florida Statutes. The term as used in this Agreement may refer to the FIRE CODE OFFICIAL, the ASSISTANT FIRE CODE OFFICIAL, Fire Marshal or a FIRE SAFETY INSPECTOR employed by one of the FIRE DISTRICTS.

FIRE SERVICE STEERING COMMITTEE - A Florida corporation created 12th day of March 1991

NEW CONSTRUCTION OR CONSTRUCTION - These terms include any reconstruction, erection, alteration, repair or demolition of a building.

SECTION THREE: Administration of Fire District Duties.

In order to implement their duties and obligations under this Agreement, the FIRE DISTRICTS have entered into separate interlocal agreements with the ADMINISTRATIVE DISTRICT. The FIRE DISTRICTS represent to the COUNTY that the ADMINISTRATIVE DISTRICT is authorized by these interlocal agreements to employ personnel, lease office space, receive payments, disburse funds, and otherwise operate to represent the FIRE DISTRICTS and administer the FIRE DISTRICTS' duties under this Agreement. The COUNTY, based upon the FIRE DISTRICTS' representations, agrees to recognize the ADMINISTRATIVE DISTRICT as the FIRE DISTRICTS' agent for the implementation and administration of this Agreement.

SECTION FOUR: Qualifications of FIRE CODE OFFICIAL and ASSISTANT FIRE CODE OFFICIAL.

The FIRE DISTRICTS agree to provide to the County a FIRE CODE OFFICIAL and an ASSISTANT FIRE CODE OFFICIAL.

The FIRE CODE OFFICIAL shall have the following qualifications:

1. A minimum of ten (10) years experience reviewing construction plans for FIRE CODE compliance. A combination of training and experience may be considered.
2. A Fire Protection Engineering Degree is preferred, but an otherwise qualified candidate with an Associates Degree in Fire Science or Administration, with a combination of additional training and experience is eligible for the position.
3. Fire Service experience including fire district operations and fire prevention is desired.

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4. Experience in National Fire Protection Association codes and Model Code interpretation and enforcement.
5. Certification as a Florida Municipal Fire Inspector
6. Managerial skills that can be demonstrated either by experience or training.
7. The ability to provide a precise, technical and timely examination of construction plans and Specifications for the purpose of determining adequacy of fire and life safety features.
8. All legally required licenses and certifications to fulfill his or her duties as outlined in this Agreement including, but not limited to, all licenses and certifications that may be required by Section 553.79 and Chapter 633, Florida Statutes, as amended from time to time.

The ASSISTANT FIRE CODE OFFICIAL shall meet the minimum qualifications set forth in paragraphs 3-8 above.

It shall be the responsibility of the ADMINISTRATIVE DISTRICT to ensure that the FIRE CODE OFFICIAL and ASSISTANT FIRE CODE OFFICIAL have and maintain the qualifications outlined in this section.

SECTION FIVE: Fire Plan Review Procedure.

The FIRE CODE OFFICIAL shall review the building construction plans and specifications of all new construction and construction projects, except for one and two family dwellings, for compliance with the FIRE CODE.

1. The COUNTY shall provide copies of all commercial and multi-family building permit applications with plans and specifications as submitted by the applicant. The FIRE CODE OFFICIAL shall review such applications by the end of ten (10) working days following the day the building permit application is received and denied unless Single family and duplex residential plans shall not be part of the fire plan review process.
2. The FIRE CODE plan review shall be performed by the FIRE CODE OFFICIAL while COUNTY staff is reviewing separate copies of the building plans for compliance with the Building, Plumbing, Mechanical, and Electrical Codes and performing other reviews that are performed by COUNTY staff.
3. After completing it's review, the FIRE CODE OFFICIAL'S Office shall submit the reviewed plans along with it's comments to the COUNTY for the COUNTY'S review and to assure consistency with the BUILDING CODES (Plumbing, Mechanical, Building and Electrical Code). Any inconsistencies shall be resolved pursuant to Section Ten of this Agreement.
4. After the construction plans have been reviewed and approved by the COUNTY and FIRE CODE OFFICIAL, the FIRE CODE OFFICIAL shall deliver one (1) copy of the plans to the particular FIRE DISTRICT in which the construction is to occur. The FIRE DISTRICT hereby agrees to critique, with respect to the FIRE CODE, the review of the plans by the FIRE CODE OFFICIAL.
5. The FIRE DISTRICT shall, to the extent possible, within ten (10) working days after receipt of the plans notify the FIRE CODE OFFICIAL of any objections or comments the FIRE DISTRICT may have with regard to review and/or modifications of the plans.

SECTION SIX: Required Inspections and Fees.

1. Inspections During Construction of Buildings.
The FIRE DISTRICTS agree to perform the following inspections during construction of buildings and the COUNTY agrees to pay the ADMINISTRATIVE DISTRICT at the rate provided in Collier County Resolution No. 2001-313, and any amended or successor resolution, for the inspections.

- (a) **Fire stopping / Draft stopping**
 1. At time of installation of penetrations through rated assemblies

11B

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- (b) **Temporary Stand Pipe**
 - 1. After third floor
 - 2. Location
 - 3. Inspection at each floor
 - 4. Fire department access
 - 5. Operation

- (c) **Exit Lights**
 - 1. Location
 - 2. Type...
 - 3. Operation

- (d) **Smoke Detector**
 - 1. Location
 - 2. Type
 - 3. Operation

- (e) **Heat Detectors**
 - 1. Location
 - 2. Type
 - 3. Operation

- (f) **Doors**
 - 1. Type
 - 2. Rating
 - 3. Self closures
 - 4. Panic hardware
 - 5. Locks
 - 6. Operation

- (g) **Emergency Lighting**
 - 1. Type
 - 2. Location
 - 3. Operation

- (h) **Trash Chute**
 - 1. Location
 - 2. Rating
 - 3. Sprinklers in chute
 - 4. Sprinklers in trash room
 - 5. Height at roof

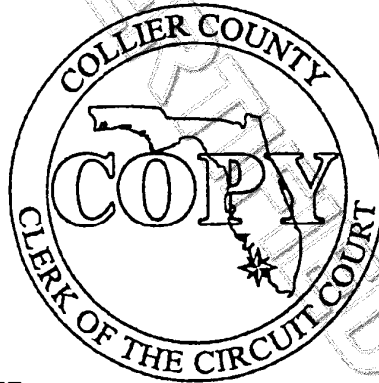
- (i) **Emergency Generator Operation**

- (j) **Elevator Operation During Alarm**

- (k) **Fire Department access**
 - 1. Fire lanes
 - 2. Turning Radius
 - 3. Obstructions

- (l) **Notice of Compliance Inspection**

- (m) **Stand Pipes**
 - 1. Fire hose cabinets
 - (aa) Location
 - (bb) Fire hose
 - i. Location
 - ii. Type



11B

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iii. Length
iv. Nozzle

- 2. Pressure Test
- 3. Location
- 4. Location of FDC
- 5. Roof Manifold
 - (aa) Location
 - (bb) Pressure
- 6. Operation

(n) Fire Pump

- 1. Type
- 2. Size
- 3. Valves
- 4. Flow switches
- 5. Tamper switches
- 6. Location
- 7. Operation

(o) Fire Alarm

- 1. Speakers
 - (aa) Type
 - (bb) Location
 - (cc) Operation
- 2. Pull Stations
 - (aa) Type
 - (bb) Location
 - (cc) Operation
- 3. Phone Jacks
 - (aa) Type
 - (bb) Location
 - (cc) Operation
- 4. P.A. System
- 5. Tape/alarm system
- 6. Central Station
- 7. Operation of alarm

(p) Fire Extinguisher

- 1. Size
- 2. Location
- 3. Type
- 4. Service Tag

(q) Any other fire inspections required to verify FIRE CODE compliance.

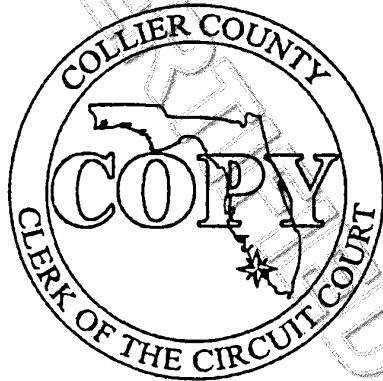
2. Construction Project Inspections.

The FIRE DISTRICTS agree to perform the following inspections and the COUNTY agrees to pay the ADMINISTRATIVE DISTRICT at the rate provided in Collier County Resolution No. 2001-313, and any amended or successor resolution, for the inspections.

(a) Fire Sprinkler System Installations

The following inspections shall be performed:

- 1. Pressure test
- 2. Pressure test after 2 hours



11B

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- 3. Location of head
- 4. Type of heads
- 5. Fire department connection
- 6. Location of fire department connection
- 7. Gauges
- 8. Operation
- 9. Notice of compliance inspection

(b) **Hood System Installation or Spray Booth Installation**
 The following inspections shall be conducted on kitchen hood systems or spray booths with dry chemical, carbon dioxide or halon systems:

- 1. Piping
- 2. Heads- location
- 3. Size
- 4. Type
- 5. Service tag
- 6. Fan
- 7. Height
- 8. Clearances
- 9. Operation
- 10. Notice of compliance inspection.

(c) **Flammable Liquids and Gas Tank Installations**
 The following inspections shall be performed:

- 1. Location
- 2. Anchoring
- 3. Piping
- 4. Notice of compliance inspection

(d) **Fire Hydrant Installations**
 The following inspections shall be performed:

- 1. Thrust block inspection
- 2. Type
- 3. Height from streamer port to ground.
- 4. Threads
- 5. Location
- 6. Access
- 7. Notice of compliance inspection

(e) **L. P. Gas Installations**
 The following inspections shall be performed:

- 1. Location
- 2. Anchoring
- 3. Piping
- 4. Notice of compliance inspection

(f) **Minimum Fire Inspection Fee.**

3. Re-inspection fees.
 The COUNTY shall pay the ADMINISTRATIVE DISTRICT in accordance with Collier County re-inspection fee schedule found in Collier County Resolution 2001-313, and any amended or successor resolution, for every properly documented re-inspection conducted by the FIRE DISTRICTS.

4. Certificate of Occupancy.
 No Certificate of Occupancy shall be issued until a determination is rendered by the BUILDING OFFICIAL, or

11B

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his / her designee, that the construction is in compliance with the Statewide BUILDING CODES (Plumbing, Mechanical, Building and Electrical Code) as adopted by the County, and a Notice of Fire Compliance issued.

5. Collection and Disbursement of Inspection Fees.

The COUNTY shall be responsible for the collection and disbursement of fees to the ADMINISTRATIVE DISTRICT, including building plan review, fire inspection fees and fire re-inspection fees, based upon information provided by the FIRE CODE OFFICIAL and the FIRE DISTRICTS. Disbursement to the ADMINISTRATIVE DISTRICT shall occur by the twentieth (20th) working day following the last day of the calendar month in which the fees were collected. A copy of the COUNTY'S distribution listing by district shall be provided along with the check and the calculation sheet of the amount being remitted.

SECTION SEVEN: Required Inspection for Existing Structures.

The FIRE DISTRICTS agree to perform the following inspections on existing structures within their districts at no charge to the COUNTY. These inspections to be performed include, but are not limited to, the following types of inspections:

- (a) **Fire Extinguishers**
 - 1. Type
 - 2. Size
 - 3. Location
 - 4. Height
 - 5. Service Tag.
- (b) **Means of Egress**
 - 1. Fire Rating
 - 2. Doors
 - 3. Emergency Lighting
 - 4. Obstruction
 - 5. Travel Distance
- (c) **Fire Sprinkler**
 - 1. Verify existing Fire Sprinkler Systems have been inspected per NFPA 25.
- (d) **Fire Alarms**
 - 1. Manual Pull Stations Locations
 - 2. Smoke Detector Locations
 - 3. Heat Detector Locations

SECTION EIGHT: Position Funding.

The office of the FIRE CODE OFFICIAL shall be funded by the current funding operation. The current funding arrangement is specified in Collier County Resolution 2001-313 and any amended or successor resolution. The fire plan review fees shall continue to be collected by the County and forwarded to the ADMINISTRATIVE DISTRICT in the appropriate amount. The ADMINISTRATIVE DISTRICT shall utilize these funds to support the budget for the FIRE CODE OFFICIAL'S Office.

SECTION NINE: General.

1. The FIRE CODE OFFICIAL shall represent all independent and dependent FIRE DISTRICTS in Collier County, which are parties to this Agreement.
2. The COUNTY shall provide rental office space within the Community Development and Environmental Services building for the office of the FIRE CODE OFFICIAL to conduct his duties. Said rental space shall be provided in accordance with the Lease Agreement dated _____ entered into between the County and the East Naples Fire Control and Rescue District, which Lease is attached hereto as Exhibit "A." Said Lease Agreement addresses the amount of rent to be paid to Collier County for the FIRE CODE OFFICIAL'S Office and also addresses issues

11B

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such as access to the COUNTY'S computer system, office equipment and telephone system to the FIRE CODE OFFICIAL'S OFFICE.

3. The FIRE CODE OFFICIAL'S office shall be open during the normal business hours of other offices in the Development Services building.
4. The FIRE DISTRICTS shall provide FIRE SAFETY INSPECTORS, in accordance with Chapter 633, Florida Statutes, to perform the required fire inspections listed in Section Six of this Agreement. The FIRE DISTRICTS need not provide certified FIRE SAFETY INSPECTORS to perform inspections of existing structures pursuant to Section Seven of this Agreement, however, these inspections shall be performed by appropriately trained personnel of the FIRE DISTRICTS.
5. The COUNTY shall provide the necessary enforcement authority for the FIRE DISTRICTS to conduct plan review and inspections for new construction.
6. The FIRE DISTRICTS agree to continue to enforce the FIRE CODE on existing buildings and when violations are found the FIRE DISTRICTS, or anyone of them, shall pursue enforcement through the Collier County Code Enforcement Board, State Attorney, or other agencies as allowed by law. The FIRE DISTRICTS, or anyone of them, shall in coordination with County staff prepare and present the case to these agencies, perform all follow-up investigations and provide any necessary documentation for future action by the FIRE DISTRICTS, or anyone of them, with the agency involved.
7. The COUNTY shall adopt the FIRE CODE(s) required by Florida Statutes and shall review amendments thereto requested by the FIRE DISTRICTS.
8. The FIRE CODE OFFICIAL and his/her office staff shall be employees of the ADMINISTRATIVE DISTRICT and subject to the personnel policies and rules of the ADMINISTRATIVE DISTRICT and policies and procedures developed for the office. In no event is the COUNTY intended to stand in an employer-employee relationship with either the FIRE CODE OFFICIAL or ASSISTANT FIRE CODE OFFICIAL.

SECTION TEN: Conflicts and Appeals

1. In the event of a conflict between the applicable minimum BUILDING CODE and the applicable minimum FIRE CODE, it shall be resolved by agreement between the BUILDING OFFICIAL and the FIRE CODE OFFICIAL in favor of the more stringent of the code, which offers the greatest degree of life safety or alternatives which would provide an equivalent degree of life safety and an equivalent method of construction.
2. In the event that the BUILDING OFFICIAL and FIRE CODE OFFICIAL are unable to agree on a resolution of the conflict between the applicable minimum BUILDING CODE and the applicable minimum FIRE CODE, the BUILDING OFFICIAL shall render a temporary decision to resolve the conflict.
3. An applicant for a building permit may appeal any decision made by the FIRE CODE OFFICIAL and the BUILDING OFFICIAL or any temporary decision made by the BUILDING OFFICIAL to the BOARD in accordance with the procedures stated in Division 5.4 of the Collier County Land Development Code. Should construction continue during the appeal of a decision or temporary decision, it shall be at the risk of the contractor or permit holder.
4. All decisions of the FIRE CODE OFFICIAL and/or the BUILDING OFFICIAL and all decisions of the Board shall be in writing. Decisions of general application shall be indexed by Building and FIRE CODE sections and shall be available for inspection at the COUNTY'S Development Services building during normal business hours.
5. In the event a conflict of code or interpretation develops between the FIRE CODE OFFICIAL and a representative of one of the FIRE DISTRICTS, the conflict shall be resolved by a committee of members to be known as the Fire Board of Adjustments and Appeals. The persons on this

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committee shall be the Fire Marshals or Fire Official of each participating Fire District. The Board shall operate in accordance with the procedures attached as Exhibit "B". Each committee member shall have one (1) vote and any decision shall be rendered by majority vote. All decisions of this committee shall be in writing and mailed to each Fire District, the FIRE CODE OFFICIAL and the BUILDING OFFICIAL. The disagreeing parties shall not have a vote on the issues in question.

6. Major field modifications shall be directed through the FIRE CODE OFFICIAL'S Office by way of a revision process.

SECTION ELEVEN: Notices.

Any notice made pursuant to this Agreement by the COUNTY to the ADMINISTRATIVE DISTRICT shall be in writing and delivered by hand or by the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed to the following: East Naples Fire Control and Rescue District, 4798 Davis Blvd., Naples, Florida 34104. All invoices and payments shall be sent to the East Naples Fire Control and Rescue District. Any notice required or made pursuant to this Agreement by the ADMINISTRATIVE DISTRICT to the COUNTY shall be in writing and delivered by hand or by the United States Postal Service certified mail, return receipt requested, postage prepaid, addressed to the following: County Administrator, Collier County Government Center, 3301 Tamiami Trail East, Naples Florida 34112, with a copy to Administrator, Community Development & Environmental Services Division, 2800 North Horseshoe Drive, Naples, Florida 34104.

Any notice required to be provided to any FIRE DISTRICT shall be mailed to the Chief of the Fire District at the fire station in which his office is located.

SECTION TWELVE: Term and Termination.

The Agreement shall remain in effect until terminated by either the COUNTY or the ADMINISTRATIVE DISTRICT. The COUNTY or the ADMINISTRATIVE DISTRICT may terminate this Agreement with or without cause by providing written notice to all other parties to this Agreement. Such termination shall be effective forty-five (45) days from receipt of such written notice.

If an independent or dependent Fire District that is a party to this Agreement wishes to withdraw from this Agreement, it shall provide written notice of its withdrawal to the COUNTY and the COUNTY shall have forty-five (45) days to give notice of termination to the ADMINISTRATIVE DISTRICT if the COUNTY wishes to terminate this Agreement. If no such termination notice is delivered by the COUNTY, this Agreement shall be deemed modified to exclude the withdrawing district.

SECTION THIRTEEN: Entire Agreement and Amendment of this Agreement.

This Agreement contains the complete and entire understanding of the parties. Other than as stated in Section Twelve, this Agreement may only be amended by a written instrument duly executed by the parties with the same formalities as the original.

SECTION FOURTEEN: Termination of Prior Intergovernmental Agreements.

Upon the effective date of this Agreement, all prior interlocal agreements between the COUNTY and the FIRE DISTRICTS on the same subject shall be terminated.

SECTION FIFTEEN: Recording.

In accordance with § 163.01(11), Florida Statutes, this Agreement shall be recorded by the Clerk of the Circuit Court in the official records of Collier County, Florida.

SECTION SIXTEEN: Effective Date.

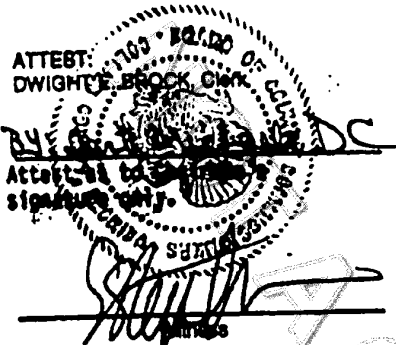
This Agreement shall become effective upon its execution by the COUNTY and the FIRE DISTRICTS and its filing in the Official Records of Collier County, Florida.

11B

OR: 3208 PG: 0845

IN WITNESS WHEREOF, this Agreement was signed, sealed and witnessed on the respective dates set forth below.

ATTEST:
DWIGHT E. BROCK, Clerk



Attest to the
signature only.

BOARD OF COUNTY COMMISSIONER
COLLIER COUNTY, FLORIDA

By: [Signature]

Date: 1-28-03

NORTH NAPLES FIRE CONTROL and
RESCUE DISTRICT

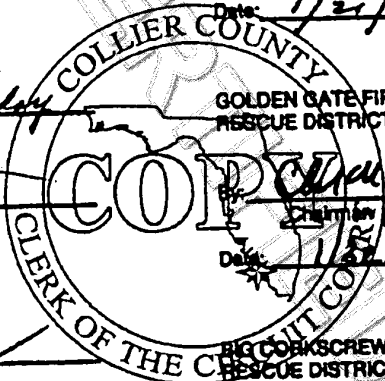
By: [Signature]
Chairman Christopher Lombardi

Date: 1/21/03

[Signature]
Witness

Mary M. Fiddy
Witness

[Signature]
Witness



GOLDEN GATE FIRE CONTROL and
RESCUE DISTRICT

By: [Signature]
Chairman CHARLES MC MAHON SR.

Date: 1/27/03

[Signature]
Witness

[Signature]
Witness

BIG CORKSCREW ISLAND FIRE CONTROL
RESCUE DISTRICT

By: [Signature]
Chairman

Date: 1/22/03
George Eckardt

[Signature]
Witness

[Signature]
Witness

IMMOKALEE FIRE CONTROL DISTRICT

By: [Signature]
Chairman

Date: 1/24/03

11B

OR: 3208 PG: 0846

RBZ 1-16-03
Witness

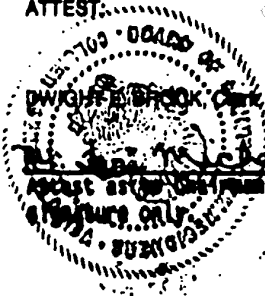
Anna S. Bishop
Witness

EAST NAPLES FIRE CONTROL and
RESCUE DISTRICT

By: [Signature]
Chairman

Date: _____

ATTEST:



[Signature]
Attest as to Chairman's

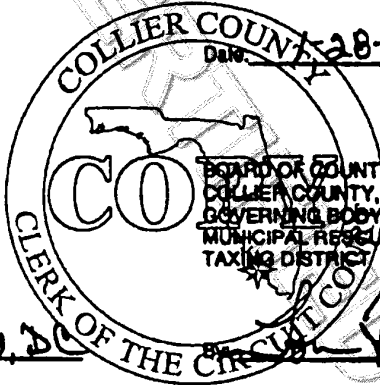
BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA AS THE
GOVERNING BOARD OF THE OCHOPEE FIRE
DISTRICT

By: [Signature]

Date: 1-28-03



[Signature]
Attest as to Chairman's



BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA AS THE
GOVERNING BODY OF THE ISLES OF CAPRI
MUNICIPAL RESCUE AND FIRE SERVICES
TAXING DISTRICT

By: [Signature]

Date: 1-28-03

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
Robert N. Zachary
Assistant County Attorney

n:\FNZ\Agreements\FireControl&Rescue\Interlocal2003

**Greater Naples Fire Rescue District
RESOLUTION 2023-13 EFFECTIVE JANUARY 1, 2024**

EXHIBIT B TO PLAN AGREEMENT

SCHEDULE OF FEES

PERMIT PLAN REVIEW AND INSPECTION FEES	
Section I. FIRE CODE COMPLIANCE PLAN REVIEW FEES	
1.) Application Review Fee	\$150.00 minimum
2.) Architectural plan review (Application fees for building permit based on the declared job value)	I. 0.57% of declared job value under \$100,000.00 II. \$500.00 plus 0.055% of declared job value equal to or greater than \$100,000.00
3.) A/C Change Out	\$150.00
4.) Cell Tower	\$150.00
5.) Change of Occupancy	\$200.00
6.) Demolition	I. Demo Building- full/partial \$150.00 II. Demo Fire Alarm System \$500.00 III. Demo Fire Sprinkler System \$150.00
7.) Dumpster Enclosure	\$150.00
8.) Emergency Responder Radio Systems	\$300.00
9.) Fence/Gates	\$150.00
10.) Fire Alarms	I. Zoned/Conventional - \$150.00 plus, \$20.00 Per Zone II. Intelligent/Addressable - \$150.00 plus, \$1.00 Per Device III. Dedicated Function - \$200.00
11.) Fire Alarm Monitoring	I. Non-Campus - Style \$150.00 II. Campus Style - \$200.00
12.) Fire Pump	\$300.00
13.) Fire Sprinkler Systems	\$150.00 plus \$1.00 per Head
14.) Fossil Fuel Storage System	\$150.00 plus \$75.00 each Tank
15.) Generator	\$250.00
16.) Hoods	\$150.00
17.) Low Voltage	\$150.00
18.) L.P. Gas	\$150.00 plus \$10.00 per Tank
19.) Marine	\$150.00
20.) Mechanical Ventilation	\$150.00
21.) Pool	\$150.00
22.) Pre-Engineered Fire Suppression Systems	I. Total Flood System - \$150 Base plus, \$20 per Bottle and \$10 per Device II. Hood System - \$100 plus, \$10 per Bottle
23.) Shutters or Similar Items	\$150.00 per Unit
24.) Solar	\$150.00

**Greater Naples Fire Rescue District
RESOLUTION 2023-13 EFFECTIVE JANUARY 1, 2024**

25.) Spray Booths or Rooms	\$150.00 each
26.) Standpipes	\$150.00
27.) Tents	\$150.00 plus \$10.00 each Tent
28.) Underground Fire Line	\$150 plus \$.20 per Linear Foot
29.) Water Feature	\$150.00
30.) Window/Door Replacements	\$150.00 per Unit
31.) Fire Minimum Fee	\$150.00
32.) Fire Revision Fee	\$150.00 minimum, plus additional fees as applicable, i.e., per head if adding items etc.
33.) Plan Review Fees listed above include an initial review and one re-review. Additional review fees will be provided as follows:	
<ul style="list-style-type: none"> • Third Correction: 35% of initial fire plan review fee, with a minimum fee of \$125.00 • Fourth Correction: 60% of initial fire plan review fee, with a minimum fee of \$200.00 • Fifth Correction: 100% of initial fire plan review fee, with a minimum fee of \$300.00 • Sixth and Subsequent Corrections or Re-Reviews: 150% of initial fire plan review fee, with a minimum of \$500.00 • Seventh Correction: Department of Business and Professional Regulations will be notified. 	

Greater Naples Fire Rescue District
RESOLUTION 2023-13 EFFECTIVE JANUARY 1, 2024

Section II. FIRE CODE COMPLIANCE INSPECTION FEES	
1.) Building Construction Inspections	I. Single Story - \$300.00 plus \$0.03 per square foot II. Multi Story/Level - \$250.00 per floor plus \$0.03 per square foot for the entire structure III. Remodels & Alterations: \$300.00 per floor, level plus \$0.20 per square foot
2.) A/C Changeouts	\$150.00
3.) Alternate Water Supply	\$600.00
4.) Cell Tower	\$150.00
5.) Change of Occupancy	\$150.00
6.) Demolition	\$250.00
7.) Dumpster Enclosures	\$150.00
8.) Emergency Responder Radio Systems	\$300.00 per System plus \$100.00 per floor
9.) Fire Alarm Systems	I. New - \$350.00 per floor, level, tower plus \$0.75 per device II. Remodels - \$250.00 per floor, level, per tower plus \$2.00 per device III. Dedicated Function - \$250.00 IV. New - Monitoring a. Non-Campus Style: \$150.00 b. Campus Style: \$150.00 per building
10.) Fire Pumps	\$300.00 each
11.) Fire Sprinklers	I. New - \$350.00 per floor, level, tower plus \$1.00 per head II. Remodels - \$250.00 per floor, level, per tower plus \$2.00 per head
12.) Fire Alarm System Project	I. Modification - \$200.00 base fee plus \$20.00, covers maximum of 20 device/components II. Replacement/Install Communicator or a Monitoring change - \$200.00
13.) Fire Sprinkler System Project	I. \$200.00 base fee plus \$20.00 covers maximum number of 20 heads
14.) Fossil Fuel Storage	I. Above Ground - Install, removal, or abandoned, \$150.00 plus \$50.00 per tank II. Underground – Install, removal or abandoned, \$150.00 plus \$100 per tank
15.) Generators	\$250.00
16.) Hoods	\$200.00 each plus \$2.00 per linear foot of duct
17.) Low Voltage	\$150.00

**Greater Naples Fire Rescue District
RESOLUTION 2023-13 EFFECTIVE JANUARY 1, 2024**

18.) LP Gas	I. Above Ground - Install, removal, or abandoned, \$150.00 plus \$10.00 per tank II. Underground – Install, removal or abandoned, \$150.00 plus \$25.00 per tank
19.) Mechanical Ventilation	\$150.00
20.) Pre-Engineered Systems	I. Total Flood System - \$150.00 plus \$25.00 per bottle and \$10.00 per device II. Hood system - \$150.00 plus \$20.00 per bottle
21.) Shutters and Similar items	\$150.00 per unit
22.) Solar	\$150.00 per Building
23.) Spray Booths or Rooms	\$200.00 each
24.) Standpipes	\$150.00 each per independent riser
25.) Tents	\$150.00 plus \$25.00 each Tent
26.) Underground Fire Line	\$150.00 plus \$1.00 per linear foot, plus \$50 per hydrant restraint if not charged at District
27.) Window/Door Replacements	\$150.00 per unit
28.) Minimum Inspection Fee	\$150.00
<i>Fire Review and Inspection Fees are non-refundable if Reviews and/or Inspections were already conducted.</i>	

Greater Naples Fire Rescue District
RESOLUTION 2023-13 EFFECTIVE JANUARY 1, 2024

SECTION III. PLANNING & ZONING AND DEVELOPMENT REVIEW FEES	
*Pre-Application Meeting (PREAP) (Applied as credit towards fire review fee upon submittal of application if within 9 months of the pre-app meeting date)	\$150.00
Alternate Water Supply Review (SDP/PPL)	\$250.00
Carnival/Circus Permit (CARN)	\$150.00
*Conditional Use (CU)	\$150.00
*Construction Plans (CNST)	\$150.00
Construction Plan, Insubstantial (ICP)	\$150.00
*Mixed Use Project (MUP)	\$200.00
Nominal Approval Process (NAP)	\$150.00
*Planned Unit Development (PUDZ)	\$300.00
*PUD to PUD Rezone (PUDR)	\$300.00
*Planned Unit Development Amendment (PUDA)	\$150.00
PUD Minor Change (PMC)	\$150.00
Planned Unit Development, Insubstantial (PDI)	\$150.00
*Plans and Plat Construction (PPL)	\$200.00
*Plans and Plat Construction Amendment (PPLA)	\$150.00
*Preliminary Subdivision Plat (PSP)	\$150.00
Preliminary Subdivision Plat Amendment (PSPA)	\$150.00
*Site Development Plan (SDP)	\$300.00
*Site Development Plan Amendment (SDPA)	\$200.00
Site Development Plan, Insubstantial (SDPI)	\$150.00
*Site improvement Plan (SIP)	\$200.00
Site Improvement Plan, Insubstantial (SIPI)	\$150.00
Special Event/Temporary Use Permit	\$150.00
Street Name Change (SNR or SNNP)	\$150.00
*Stewardship Receiving Area (SPR)	\$1,000.00
Minimum Review of Planning Petitions for Fire Code Compliance IF REQUIRED shall be \$150.00 unless otherwise listed above or determined not applicable previously.	\$150.00