



Eugene Springfield Fire Governance Options

Modification of Current IGA

Summary Description of Option(s):

The Functional Consolidation Agreement is an Intergovernmental Agreement (IGA) between Eugene and Springfield with the stated purpose of the cities' two separate fire departments operating as a single fire and EMS department with a single name ("Eugene Springfield Fire").

The Agreement sets out a list of Eugene and Springfield positions that comprise the functionally consolidated administration and support system, provides that the Fire Chief shall serve as the Fire Chief for both Eugene and Springfield, and establishes that IAFF represented employees can be assigned to work out of any fire station.

"Eugene Springfield Fire" is the name the Eugene and Springfield fire departments have agreed to publicly use, it is not a legal entity/body. All employees covered by the Agreement are employed by either Eugene or Springfield and are subject to their city-employer's personnel policies. The two cities retain all of powers as independent governments and adopt separate fire department budgets.

The current Functional Consolidation Agreement could be amended to reflect scaled back shared or contracted-for services.

Financial Considerations:

Costing Scenarios are based on numerous additional factors including:
Costs of modifications and Facilities, Programs

Legal Considerations and Process:

Eugene: The City Manager has the authority to modify or terminate the current Functional Consolidation Agreement.

Springfield: The City Manager's authority to modify or terminate the current Functional Consolidation agreement depends on the associated financial component and substance of the proposed changes. Previous IGA amendments have either gone to the Council for their authorization or information. In this case, a change to the existing agreement would most likely go to the Council to provide authorization for the City Manager to execute.

Comments from Governance Review Panel:

Attachments:

1. Current IGA

**Fourth Amended and Restated
Fire Services Functional Consolidation
Intergovernmental Agreement**

This Fourth Amended and Restated Agreement is entered into by and between the City of Eugene, an Oregon municipal corporation, on behalf of its Fire and EMS Department, hereinafter referred to as "Eugene" and the City of Springfield, an Oregon municipal corporation, on behalf of its Department of Fire and Life Safety, hereinafter referred to as "Springfield."

RECITALS

- A. Pursuant to ORS Chapter 190, the cities of Eugene and Springfield ("the parties") entered into an Intergovernmental Agreement for the functional consolidation of their respective Fire Departments on May 25, 2010. The agreement was subsequently amended on July 14, 2010 (First Amendment), September 9, 2011 (Second Amendment) and March 14, 2012 (Third Amendment). In December 2012, the agreement and amendments, together with additional changes, were incorporated into an Amended and Restated Agreement. The Amended and Restated Agreement was subsequently amended on September 5, 2014 (Second Amended and Restated Agreement), and on January 28, 2016 (Third Amended and Restated Agreement).
- B. The parties now desire to continue the process of consolidation of the two fire departments by executing a Fourth Amended and Restated Agreement ("Agreement") that will amend Section 7.3 of the Agreement to address insurance related issues in connection with the use of vehicles borrowed by one city from the other. The amendment will enable the two departments to operate more efficiently as one consolidated department.
- C. Although the goal is for the two fire departments to function as a single consolidated department, each City will retain full budget authority over its expenditures, as well as the authority with sufficient notice to re-establish its own Fire Department.
- D. It is each City's goal that the two Departments function as a single Fire and EMS Department with a single name.
- E. Employees in both Departments are represented by the International Association of Firefighters Local 851 for Eugene and Springfield. In addition, each City has regular non-emergency classified personnel in either AFSCME or SEIU. Eugene and Springfield desire to implement this consolidation in collaboration with all represented employees.

AGREEMENT

In consideration of the above recitals and the benefits that each of the parties anticipates that they will receive from the functional consolidation set forth in this Agreement, Eugene and Springfield hereby agree as follows:

1. Operations – Three Battalion System

- 1.1. The Three Battalion System is intended to enable Eugene and Springfield to provide an integrated response to fire-service related emergencies regardless of the emergency's location. The integrated response disregards the geopolitical boundaries between the two jurisdictions, employing dispatch protocols that ensure the nearest appropriate response resources are sent to the location of the emergency, regardless of whether they are Eugene units, Springfield units, or a combination.
- 1.2. In order to maintain the efficiencies of the Three Battalion System that has been in place since 2007, Eugene and Springfield shall:
 - 1.2.1. Provide mutual automatic resource move-up and backfill;
 - 1.2.2. Provide the necessary information, support and hardware to maintain integrated computer automated dispatch files that reflect the Three Battalion System; and
 - 1.2.3. Have an integrated station and unit numbering system;
 - 1.2.4. Use common terminology and a NIMS compliant Incident Command System;
 - 1.2.5. When finalized, use common METRO Standing Operating Procedures.
- 1.3. The Three Battalion System shall include Eugene's provision of six shift battalion chiefs and Springfield's provision of three shift battalion chiefs.
- 1.4. Nothing in this Agreement modifies the provisions of the Fire Operations IGA between Eugene and Springfield executed on December 1, 2009. The (Fire Apparatus and Equipment) Operations IGA remains in full force and effect.
- 1.5. To further advance the integrated emergency response system instituted by the Three Battalion System, Eugene and Springfield will, when practical, jointly address their needs for specially trained teams and for special operations equipment, including but not limited to jointly training special operations team members and placing special operations equipment at the location where it is most needed.

2. Functionally Consolidated Administration - Personnel

- 2.1. The functionally consolidated administration and support system shall consist of the shared positions set forth in Exhibit A to this Agreement. Exhibit A may be amended by signature of both the Eugene City Manager and the Springfield City Manager.
- 2.2. Except to the extent that Exhibit A provides otherwise:
 - 2.2.1. Positions included on Exhibit A held by Eugene employees shall be funded at Eugene's sole cost and expense.
 - 2.2.2. Positions included on Exhibit A held by Springfield employees shall be funded at Springfield's sole cost and expense.
- 2.3. For purposes of salary and benefits and workers' compensation, even if a position is a part of the functionally consolidated administration and support system, all Springfield employees shall remain employees of Springfield and all Eugene employees shall remain employees of Eugene.

2.4. Vacant Positions

- 2.4.1. When one of the parties has an administrative or support fire-service position that becomes vacant, and that position is not already part of the functionally consolidated administration (Exhibit A), the Fire Chief shall determine whether the vacant position could be filled by the other party's employee holding that same (or similar) position. If the Fire Chief makes the determination that the vacant position could be so filled, the Fire Chief shall make that recommendation to the two City Managers. If the City Managers agree that the vacant position should be filled by the other party's employee, they shall amend Exhibit A to add that position.
- 2.4.2. When a position is already a part of the functionally consolidated administration (Exhibit A), each party shall consult with the other prior to hiring someone to fill that vacancy.

2.5. Personnel discipline

- 2.5.1. Except for the Fire Chief (which is addressed in Section 2.6.2.3), disciplinary action involving any employee whose position is a part of the functionally consolidated administration, shall follow the normal chain of command for the City with whom the employee is employed. Only the Fire Chief, Deputy Chiefs, Battalion Chiefs, Administrative Services Manager and Ambulance Billing Supervisor may impose discipline on employees of either City; other shared employees may only impose discipline on employees for the City with whom the shared employee is employed. The personnel rules and policies of the City with whom the shared employee is employed will apply to all personnel matters regarding that employee. Shared employees can be consulted by either City during the disciplinary action process.
- 2.5.2. Each party shall consult with the other prior to suspending or terminating an employee whose position is part of the functionally consolidated administration.

2.6. Fire Chief

- 2.6.1. The Eugene Fire Chief shall serve as the Fire Chief for both Eugene and Springfield, unless the Springfield City Manager decides to hire a Springfield Fire Chief. As the Fire Chief for Eugene and Springfield, the Fire Chief shall be under the direction and authority of both the Eugene City Manager and the Springfield City Manager. The Eugene City Manager and the Springfield City Manager will collaborate on performance evaluations for the Fire Chief.
- 2.6.2. The Fire Chief shall be a member of both the Eugene Executive Management Team and the Springfield Executive Management Team.
 - 2.6.2.1. The Fire Chief will normally attend the Executive Management Team meetings for both parties.
 - 2.6.2.2. It is the responsibility of each City Manager to request that the Fire Chief leave an Executive Team Meeting prior to the Executive Team discussing any matter that is potentially detrimental to the other City. The Fire Chief may

leave a meeting if a conflict between the cities is to be discussed, with practicalities of attendance to be resolved by the Fire Chief and City Managers.

2.6.2.3. Should disciplinary action involving the Fire Chief become necessary, any proposed discipline shall follow the normal chain of command for the City with whom the Fire Chief is employed. However, the City that employs the Fire Chief shall coordinate with the other City with respect to discipline, performance management, termination and separation.

2.6.3. If the Fire Chief position becomes vacant the position will be filled by following a mutually agreed upon joint-City hiring process.

3. IAFF Represented Employees.

3.1 Notwithstanding any other provision of this Agreement, this Section 3 shall govern the recruitment, assignment and discipline of employees in IAFF represented positions, as well as allocation of funds, worker's compensation and liability for those positions.

3.2 IAFF members employed by Eugene and Springfield may be assigned to and work out of any fire station in the Three Battalion System. Regardless of where a Springfield or Eugene firefighter is assigned, the individual shall remain an employee of the city that originally hired the firefighter, and that individual's salary and benefits shall be paid by the city that originally hired the employee.

3.3 When a vacancy occurs in a position covered by the IAFF contract, the vacancy will open to and may be filled by any member of IAFF Local 851 regardless of whether the position is located in Eugene or Springfield. For example, if a Springfield employee is the most qualified to fill a Eugene position, the Springfield employee will be promoted into that Eugene position. However, the individual shall remain an employee of Springfield, with salary and benefits paid or provided by Springfield. The same would be true if a Eugene employee is the most qualified for a Springfield position. At regular times during the year, the Fire Chief shall provide each city with a financial accounting that shows how many Springfield employees are in Eugene IAFF positions, how many Eugene employees are in Springfield IAFF positions, and the costs that each city is paying for positions in the other city. The intent is that each city remains responsible for the costs for the positions located in that city. If the costs that each city is covering for the other city do not offset each other, then funds shall be transferred in the amount of that difference.

3.4 The administrative procedures manual (APM) of the city that employs an IAFF member shall apply with respect to that individual regardless of whether the individual is filling a Eugene position or a Springfield position. For example, if a Springfield employee is filling

a Eugene position, and it is necessary to review an APM with respect to that employee, it would be Springfield's APM that would govern in this example.

- 3.5 Once an IAFF employee from one city is promoted into a position in the other city, decisions related to personnel review, discipline and/or termination shall be made by the supervisors within the chain-of-command and assigned to work in the city where the position is located, without regard to the supervisor's city of employment. However, final decisions related to termination of an IAFF employee shall rest with the Fire Chief.
- 3.6 If an IAFF employee files a worker's compensation claim, the city that employs that individual shall be responsible for processing and, if appropriate, paying the claim, regardless of where the employee works. So, for example, if a Eugene employee is filling a Springfield position, and the employee is injured, Eugene shall remain responsible for the worker's compensation claim of that Eugene employee.
- 3.7 If a city receives a tort claims notice or is sued based on an action (or failure to act) of an employee in an IAFF position located in that city, then that city is responsible for responding to, defending and paying that claim or judgment. For example, if a Springfield employee is filling a Eugene IAFF position and a tort claim is received related to the actions of that employee, then Eugene shall be responsible for the defense and payment of the claim.

4. Consolidation Plans.

- 4.1 **Administrative functions.** Each City Manager shall appoint one or more staff to meet with the Fire Chief to develop, when practical, plans to consolidate the administrative functions (such as information technology, purchasing and fleet) into a single unit or single process at a single location.
- 4.2 **Operations.** The Fire Chief shall review and continually update a common set of Standard Operating Procedures (SOPs) for how the functionally consolidated department delivers its services.
- 4.3 **Approval and Implementation.** As plans for administrative and operational consolidation are developed, the Fire Chief shall present the plans to the City Managers. Only when both City Managers agree to a consolidation plan and to the extent necessary, have completed the necessary adoption process, is the consolidation plan to be implemented.

5. Collective Bargaining.

- 5.1. IAFF Local 851 now represents both Eugene and Springfield employees. Springfield and Eugene agree that for future labor negotiations, the bargaining teams representing

management will develop common positions with regard to collective bargaining before and during the bargaining process.

- 5.2. Both Eugene and Springfield will be represented by their own legal counsel for bargaining. If outside legal counsel is hired to participate in the bargaining process to provide legal advice, serve as a negotiator or to provide representation for interest arbitration, Eugene and Springfield will share in the cost of the outside legal counsel fees with Eugene paying 67% and Springfield paying 33%.

6. Facilities and Equipment

- 6.1. All equipment and facilities presently owned or that may be purchased in the future by each party shall continue to be owned by the purchasing party.
- 6.2. Each party shall be responsible for maintenance and repair of its own facilities and equipment.
- 6.3. The parties may agree to use either party's facilities and/or equipment to further achieve functional consolidation of the parties' fire departments, including but not limited to agreements to share operations equipment and agreements to consolidate training.
- 6.4. Either Springfield or Eugene may make available to the other party for purchase goods, equipment or services which the first City previously procured. Any such purchase shall be consistent with the Oregon public contracting statutes, as well as any applicable city adopted Municipal code, purchasing guidelines contained in the Administrative Rules or Administrative Policy and Procedure Manual.
- 6.5. The parties shall handle fire logistics as provided in Exhibit B, which may be amended by mutual agreement of the city managers. This subsection 6.5 shall continue until this Agreement is otherwise terminated, unless one party gives not less than six (6) months' notice to the other party of the intention to terminate the exchange of services identified in Exhibit B. Should such notice be provided, the notice shall have no effect on any part of this Agreement except for subsection 6.5 and Exhibit B.

7. Liability/Indemnification.

- 7.1. Each of the parties shall be responsible for the wrongful or negligent actions of its employees included in the functionally consolidated administration as their respective liability shall apply under the laws of the State of Oregon and/or Federal law and this Agreement is not intended to diminish or expand such liability, except as otherwise provided in this Agreement.
- 7.2. Except as otherwise provided in this Agreement, and to the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each party to this Agreement promises to defend, indemnify, hold harmless and release the other from any loss, claim or liability arising from or out of the negligent, tortuous action(s) or inaction(s) of its employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Oregon.

7.3. Except as provided below, each party to this Agreement is responsible for its own vehicles and equipment for auto physical damage and liability. Each party hereby releases and discharges the other from all claims, losses and liabilities arising from or caused by any hazard covered by the auto physical damage insurance or in connection with the vehicles and equipment owned by the parties that are subject to this Agreement. Notwithstanding the foregoing, if one party borrows a vehicle from the other City, then the borrower shall hold harmless, indemnify and defend the other from all claims, losses and liabilities arising from, or in connection with, the use of the borrowed vehicle. The parties agree to keep a record of all vehicles loaned in order to comply with applicable insurance reporting and coverage requirements.

7.4. Nothing in this Agreement shall be interpreted to:

7.4.1. Limit the ability of a party to exercise any right, defense, or remedy which a party may have with respect to third parties or other employees whose action(s) or inaction gives rise to loss, claim or liability including but not limited to an assertion that the employee(s) was acting beyond the scope of his or her employment.

7.4.2. Cover or require indemnification or payment of any judgment against any individuals or party for intentionally wrongful conduct outside the scope of employment of any individual or party. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payments voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

8. Budget and Funds

8.1. Nothing in this Agreement requires that transfer of funds between the parties for overhead costs related to the administrative functions and management of the consolidated department. Funds may be transferred between the parties as provided in Section 3 of this Agreement, for purchasing as described in Section 6.4 of this Agreement, and for logistics services as described in Section 6.5 of the Agreement.

8.2. Each party shall be responsible for adopting its own budget and providing sufficient funds in its budget to fulfill its obligations under this Agreement. Obligations under this Agreement are limited to continued funding of the party's positions listed in Exhibit A, if the position is held by that party's employee at the time the position is included on Exhibit A.

9. Level of Service. Prior to making any decision concerning a change in level of service or allocation of resources that could have an impact on fire or EMS operations in the other City, the City Managers and Fire Chief will meet to discuss the proposed change with the goal of minimizing or eliminating the impact on the other City.

EXHIBIT A
Fire Services Functional Consolidation
Intergovernmental Agreement

1. Functionally Consolidated Administration – Shared Personnel Positions

- Fire Chief
- Deputy Chief, Fire Marshal
- Deputy Chief, Operations
- Deputy Chief, Special Operations
- Administrative Services Bureau Manager
- All Battalion Chiefs
- Assistant Fire Marshal
- EMS Chief
- Training Staff
- Ambulance Billing Supervisor
- EMS Instructor
- Fire Instructor

2. Funding for the EMS and Fire Instructor positions (2.0 FTE) will be shared equally by Eugene and Springfield with Springfield paying for the costs for one of the positions and Eugene paying for the other position. If both the EMS and Fire Instructor positions are held by one City, that City will invoice the other City for the cost of the salary, medical and dental insurance, fringe benefits and any other associated materials or costs such as training for 1.0 FTE Fire or EMS Instructor Position. Vacant EMS or Fire Instructor positions shall be filled pursuant to the terms of this Agreement and the manner in which the positions will be funded shall be decided by mutual agreement of the parties and set forth in an amendment signed by both parties' City Managers. The Fire and EMS Instructor Positions are represented by IAFF Local 851.

EXHIBIT B
Fire Logistics

City of Eugene agrees to perform the following services:

1. Order EMS and Station supplies for Springfield per Eugene standard items available.
2. Deliver EMS and Station supplies to 5 Springfield Fire Stations, 3 times weekly.
3. SCBA testing, inspection and repair of Springfield SCBA. Perform annual Fit Testing.
4. Air compressors PMs and service of Springfield compressors
5. Pick up at Springfield Fire Stations, Springfield Turnouts: clean, inspect, repair and return turnouts via the courier.
6. Turnout and PPE items purchasing and issuing for Springfield personnel.
7. Trade out medical oxygen bottles at Springfield Fire Stations, request vendor to service bottles as required. Replace regulators as needed.
8. Pick up at Springfield Fire Stations, repair or send to vendor to repair and return: Zoll monitors, Stryker stretchers, extrication equipment, and chain saws.
9. Perform annual hose testing of Springfield hose.
10. Perform appliance and nozzle repair and purchasing.
11. Uniform ordering / issuing / delivery for Springfield personnel.
12. Invoice City of Springfield on a monthly basis for supplies received and parts used.
13. Invoice City of Springfield on a monthly basis for the salary and benefits for one Eugene Fire Maintenance Worker performing the courier duties.
14. Billed costs to Springfield will be actual salary and fringe benefits only. Eugene will notify Springfield of any expected rate increases.

15. Meet with Springfield's designated representatives to discuss issues and improvements as needed.
16. Not included in Eugene Logistics services: ladder, pump testing, radio repairs, and apparatus maintenance. These services may be added in the future upon mutual agreement of Eugene and Springfield.

City of Springfield agrees to perform as follows:

1. Reimburse Eugene for EMS and Station supplies ordered and delivered to Springfield Fire Stations on a monthly basis at cost no additional markup.
2. Reimburse Eugene for any parts used in maintenance of SCBA equipment, Stryker stretchers, or other Springfield equipment sent to Eugene Logistics for repair on a monthly basis at cost with no additional markup.
3. Reimburse Eugene for seamstress costs incurred in the repair of Springfield turnouts sent to Eugene Logistics for repair on a monthly basis at cost with no additional markup.
4. Reimburse Eugene for the salary and benefits cost (no internal indirect rates) of one (1) Fire Maintenance Worker.
5. Meet with Eugene's designated representatives to discuss issues and improvements as needed.