

# SUMMARIZED CHANGES TO THE CONSOLIDATED COMMAND STAFF AGREEMENT

## PROVISIONS OF THE 2014 AGREEMENT

### Section A, Term:

1. Term
  - Five year agreement, ending June 30, 2019
  - Unless extended or sooner terminated
2. Termination for Convenience
  - Six (6) months prior written notice of intent to terminate required by either party
  - At any time upon mutual agreement of the parties
3. Termination for Cause
  - Written notice to cure default required with a ten (10) day curing period
  - Failure to meet obligations or act of gross negligence
4. Temporary Suspension
  - Unforeseeable financial shortfalls occurring to either party
  - City Managers meet and confer to temporarily excuse both parties
  - Suspensions beyond agreed upon periods may result in termination of the agreement
  - All amounts due and payable shall be paid or become a debt on contract owed

## PROVISIONS OF THE REVISED AGREEMENT (2020)

- Item #1 updated from Term to Agreement Term.
- Recitals identify pursuing a full consolidation of the command staff under JPA jurisdiction as a long-term goal.
- Four year agreement, ending June 30, 2024
- Extension of Agreement clause added to allow City Managers to extend the Agreement for up to six months on a month-to-month basis.

## **PROVISIONS OF THE 2014 AGREEMENT**

### **Section B, Consolidated Command Staff Positions**

- Comprised of eight command positions and two support positions
  - One Fire Chief
  - One Deputy Chief – Operations
  - One Deputy Chief – Administration/Fire Marshal
  - One Division Chief – Support Services
  - One Division Chief – Training
  - Three Battalion Chiefs
- Changes to position titles, classifications, scope of duties, number of agreed positions or addition of positions to the consolidated command staff shall be subject to mutual written agreement of Parties and approval of the City Councils

## **PROVISIONS OF THE REVISED AGREEMENT (2020)**

- Section B title updated to “Consolidated Command and Support Positions”.
- Division Chief – Admin/Fire Marshall may be assigned at the Deputy Chief level if needed.
- Consolidated Command Staff Positions identified as either Command Staff or Support Staff.
- Utility Driver position listed as Various – equivalent to 1 FTE

## **PROVISIONS OF THE 2014 AGREEMENT**

### *Section C, Employment Status*

- The City Managers jointly determine the selection process for any vacancies, including the determination of whether a recruitment is conducted in-house or by open recruitment.
- Eligible employees of each city shall be able to compete for such positions equally.
- The Fire Chief has discretion to make appointments to vacant subordinate command staff positions from those qualified through the agreed selection process, subject to approval by the City Managers.

## **PROVISIONS OF THE REVISED AGREEMENT (2020)**

No change.

## **PROVISIONS OF THE 2014 AGREEMENT**

### Section D, Governance

1. City Councils retain all respective policy-making authority.
2. A working committee shall be established to monitor the efficiency and effectiveness of this agreement and consider the feasibility of full consolidation of fire services.
3. The Fire Chief shall report to a committee comprised of the City Managers.
4. The Fire Chief and consolidated command staff shall provide direction and supervision to both fire departments.
5. The consolidated command staff positions shall provide direction and supervision of sworn and non-sworn staff for both departments.
6. The Fire Chief shall be responsible for evaluating the performance of all subordinate consolidated positions, in consultation with the respective City Manager of their city of employment.

## **PROVISIONS OF THE REVISED AGREEMENT (2020)**

- Item D2, the Consolidated Fire Services Working Committee has been moved to Section G, as Item 13. Since this is not an item of governance it is more appropriate to be placed with other ongoing efforts. The committee being tasked with developing a plan and timeline to move the command structure to the jurisdiction of the NOCC JPA. The committee will consist of two council members from each city and participation from the City Managers, the Fire Chief, and others as deemed appropriate by the City Managers.
- Item D3 now states that the Fire Chief shall report to the City Managers to avoid calling them a “committee” which could raise legal issue.

## **PROVISIONS OF THE 2014 AGREEMENT**

### **Section E, Policies and Procedures**

1. Employees of each city are subject to the operational policies and procedures of their respective city. Cities will work toward the consolidation of their policies and procedures, where feasible.
2. Both fire departments retain sole discretion over station and company configurations and deployment strategies. The Fire Chief may make recommendations. Each City reserves the right to make its own future budget and deployment decisions.
3. The parties shall continue to participate in Metro Cities Fire Authority for dispatch services and bear its own costs for membership.
4. The Fire Chief and consolidated command staff shall become familiar with and comply with all policies and procedures for both city fire departments.
5. The Fire Chief and consolidated command staff shall wear the patch that contains the names of both cities. Changes to the design are subject to City Manager approval.
6. Disciplining authority shall remain with the employing city.
7. Property acquired under and pursuant to this agreement by either city shall remain property of that city without any division or distribution thereof.
8. Fire Chief and consolidated command staff hours shall be established to maintain an adequate presence and connection to both fire departments, cities and maintain proper communication with and supervision of sworn and non-sworn staff.
9. The Fire Chief shall attend the City Council meetings of both Cities on a schedule agreed between the City Managers. When attending a council meeting in one city, a Deputy Chief shall attend the council meeting in the other city in lieu of the Fire Chief.
10. The Fire Chief shall attend and participate in weekly staff meetings and other management staff functions of both cities. In the event of conflicts, the Fire Chief will rotate his attendance on a schedule agreed upon between the City Managers, and a Chief Officer will be assigned to attend any meetings the Fire Chief is unable to attend.

## **PROVISIONS OF THE REVISED AGREEMENT (2020)**

- Item added for both parties to continue participation in the Orange County City Hazardous Materials Emergency Response Authority (OCCHMERA) and bear their own cost for service.

## **PROVISIONS OF THE 2014 AGREEMENT**

### **Section F, Salaries and Benefits**

1. Wages, hours and other terms and conditions of employment for the Fire Chief shall be set forth in an agreement approved by the City Managers.
2. Wages, hours and other terms and conditions of employment for consolidated command positions other than the Fire Chief are set forth in the Memorandum of Understanding (MOU) between each city and the employee association representing the Fire Management employees in their employing city. Changes to such MOUs during the term of this agreement shall be handled in accordance with the following section.

## **PROVISIONS OF THE REVISED AGREEMENT (2020)**

- Language update to item 2, removing Fire Management from the provision. This makes the statement more general instead of applying specifically to Fire Management only. It now applies to any shared position and the applicable MOU.

## **PROVISIONS OF THE 2014 AGREEMENT**

### **Section G, Determination and Division of Costs of Services/Maintenance of City Independent Authority**

1. Command Staff Compensation
  - a. Salary and increment pay or uniform allowance
  - b. City contributions to CalPERS
  - c. Benefits (medical, dental, vision, LTD, life & employee assistance programs)
  - d. Comp time and holiday payouts
  - e. Vacation and sick leave payouts
  - f. Education or tuition (technology) reimbursements
2. Compensation Parameters – Brea
3. Compensation Parameters – Fullerton
4. Maintenance of City Independent Authority
5. Other Costs
  - a. Training
  - b. Utility Drivers
  - c. EMS Coordinator
  - d. Vehicle maintenance, insurance and operation for command staff
  - e. Vehicle maintenance, insurance and operation for Utility Driver
  - f. Vehicle replacement
  - g. Maintenance, operation, and replacement costs for radios, cell phones, iPads and similar equipment
  - h. Office supplies and equipment utilized by the fire command staff
6. Percent Share
7. Additional Analysis
8. Feasibility study of sharing Fire Service vehicle and equipment costs
9. Shared reimbursement
10. Invoicing of Divided Costs
11. Audit of Divided Costs

## **PROVISIONS OF THE REVISED AGREEMENT (2020)**

- Item 1 now makes reference to both salaries and benefits being effective as of the date of the agreement's execution. Item 1 (c) includes Brea's wellness reimbursement.
- Items 1e and 1f no longer contain language referring to the lesser benefit available in either city because it would be difficult to manage and enforce.
- Items 2 through 13 were given item headings consistent with item 1.
- Items 2 and 3 now refer to applicable employee associations to encompass all shared staff, and make reference to compensation as of the effective date of the agreement.
- Although item number 4 required negotiated increases in compensation or benefit costs to be approved by City Council and incorporated via amendment before being subject to division, this was not the current practice and will be more strictly enforced moving forward. Item 4 now states that shared costs will only be updated if both parties agree and amend the agreement. However, cost increases beyond the control of the either party, such as CalPERS rates, shall be shared.
- Item 5 captures all shared positions, so items 5a through 5g only reference positions if they are exclusive to those classifications. They also only mention a percent shares if different than the agreed upon rates.
- Office supply costs (Item 5g) are recommended to be paid for by each City individually to maintain a functional office space. No longer shared.
- Item 7 has been updated to reflect the results of the long term liability analysis.
- Item 8 now states further study needed to expand the scope of the shared cost components to fire service vehicles and equipment, fire prevention personnel, emergency preparedness analyst, public information officer and administrative support.
- Item 12 added to allow for possible inclusion of additional cities.

## **PROVISIONS OF THE 2014 AGREEMENT**

### **Section H, Liability and Insurance Provisions**

1. Workers compensation coverage.
2. Insurance coverage to replace or repair facilities and equipment.
3. Automobile liability and comprehensive general liability insurance.
4. Evidence of coverage.
5. Mutual indemnification.
6. Each city shall promptly notify the other of any and all claims or actions for which it seeks indemnification, defense and/or liability insurance coverage pursuant to this agreement.

### **Section I, Dispute Resolution**

1. Administrative Remedies
2. Formal Remedies

### **Section J, Representatives' Authority; Notices.**

1. Each Party's representative shall be the City Manager and/or designee thereof.
2. Notice shall be given or served as provided.

### **Section K, Independent Contractor**

No officer or employee of either city shall for any purpose be deemed to be an employer or employee of the other, except to the extent expressly provide herein.

### **Section L, General Provisions**

1. No waiver.
2. Compliance with All Laws.
3. No Third Party Beneficiary.
4. Force Majeure.
5. Severability.
6. Integrated Agreement.
7. Counterparts.

## **PROVISIONS OF THE REVISED AGREEMENT (2020)**

- Section H now has individual item titles for each numbered item.
- Section J now specifically identifies operational matters as being amendable by the City Managers.