# **Council Study Session**

## **November 1, 2021**

Agenda Item	Fire District 5 Presentation			
From	Gary Milliman City Manager Pro Tem			
Contact	Gary.milliman@ashland.or.us 541-813-9267			
Item Type	Requested by Council ☐ Update ☐ Request for Direction ☐ Presentation ☒			

#### **SUMMARY**

Representatives of Jackson County Fire District 5 have been invited to make a presentation concerning alternative approaches for regionalization of fire services with the City of Ashland.

The City has received a proposal from Portland State University, Center for Public Service, to undertake a Fire and EMS consolidation study at a cost of \$37,491. PSU/CPS performed a similar study for the consolidation of Fire/EMS services for the cities of Fairview, Troutdale and Wood Village. In August of this year, the Clackamas and Sandy Fire Districts contracted with a private consultant, AP Triton, to undertake a consolidation feasibility study at a cost of \$51,534.

With rising costs and increasing difficulties in recruiting/retaining firefighters and the declining number of volunteer firefighters nationwide the consolidation of fire departments is becoming more prevalent.

#### **ATTACHMENTS**

- 1. AFR District #5 Presentation
- 2. Portland State University Memorandum







## CONCEPTUAL

"DRAFT"

PROPOSAL FOR FIRE PROTECTION SERVICES

Presented to

CITY OF ASHLAND

&

FIRE DISTRICT NO. 5

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Adam Hanks, City Administrator City of Ashland 20 East Main Street Ashland Oregon 97520

Per your request Jackson County Fire District No. 5 (DISTRICT) has prepared a "Conceptual" DRAFT proposal to provide fire services to the City of Ashland (CITY)

Additionally, as requested, the DISTRICT has provided a sample AGREEMENT FOR FIRE SERVICES through June 2021 to the City of Ashland. The DISTRICT is an Oregon rural fire protection district and the CITY is an Oregon municipal corporation. For purposes of this proposal, the costing out of fire services will be under one governance model; the DISTRICT.

The DISTRICT proposes to provide all risk fire protection services to the City of Ashland and:

- Assume responsibility for two fire stations
  - o Two (2) staffed three (3) person engine companies
  - o Two (2) staffed two (2) person ALS ambulances
  - o Annual Operating Expenses \$8,664,782
  - o 4% annual adjustment
  - o 24 hour on duty Battalion Chief
  - o Peak/Flex Ambulance Staffing (minimum two daily)
- Provide first responder advanced life support
  - o Minimum of one (1) Paramedic on duty all Fire Stations in the service area
  - o Minimum of seven (7) Paramedics on duty serving Ashland, Talent and Phoenix
- Make available all Fire District Resources
  - o Three (3) additional staffed ALS fire companies
  - o Seasonal Firefighter Staffing
  - o Two (2) Aerial apparatus
  - o Three (1) Water Tenders
- Provide fire prevention services
  - o Battalion Chief (Fire Marshal) and Fire Inspector(s)
  - o Engine Company Inspection Program
  - o Provide (CERT) Community Emergency Response Team program
- Wildfire Division to implement Community Wildfire Preparedness Plan (CWPP)
- Provide maintenance and replacement of apparatus and equipment
  - o Integrate fleet & and/or assume title of city owned apparatus
  - Lease Purchase replacement program
  - o Maintenance, repair and replacement of rolling stock and removable equipment
- Provide maintenance training to meet required mandates
  - o Battalion Chief (Training)
  - o Training facility with flashover prop, tower and classrooms
- Hire CITY Fire Department employees (all ranks)
  - o 35 positions at \$5,832,397
  - o Staggered compensation comparable with existing salary scale (L2596 CBA/Benefit Plan)
  - o Training Seniority (TBD)

- Continue current dispatch, automatic and mutual aid agreements
  - o ECSO (Emergency Communications of Southern Oregon)
  - o RVFCA (Rogue Valley Fire Chief's Association) and Fire Defense Board
  - o Medford/District 2, Colestin/Greensprings, Siskiyou County, & ODF
- Represent the interest of the CITY at civic and community meetings
  - Collect Fire Department revenues on behalf of the CITY
    - o Contracts and Grant Administration
    - o Permit fees
    - o Ambulance Transport cost recovery up to \$1,146,000

The deployment model that we are proposing will consist of 65 FTE (full time positions) and 1 PT (part time) position. Maximum on duty strength will be five (5) Fire Captains, five (5) Engineers and eight (8) Firefighters to serve the communities of Ashland, Talent and Phoenix from five fire stations.

The District will maintain three (3) 24 hour Battalion Chiefs and one (1) 24 hour Duty Chief. A Fire Chief and Business Manager (Administrative Services Officer) will continue to provide management oversight, personnel administration, human resources and budgetary responsibility as well as ensuring statutory obligations. An Administrative Analyst and an Administrative Assistant will perform such functions as data analysis, fire prevention support, billing, accounts payable/receivable, scheduling and other assigned tasks. Units will be cross trained to eliminate duplication and to ensure continuity of agency specific responsibilities.

A Division Chief/Fire Marshal will oversee Fire and Life Safety. The Division Chief/Forestry will continue the vital work of watershed restoration. The Division Chief/Training & EMS will develop deliver and firefighting, rescue and advanced life support maintenance training.

This agreement will be for a term of no less than ten (10) years and will be extended automatically in successive five (5) year terms. Adjustments for increased operating costs will generally not exceed 4% per year unless approved by prior agreement.

Where agreement can be reached and funding becomes available, additional resources will be deployed. Further measures may be implemented to increase regional cooperation, produce efficiencies, reduce deficits or enhance revenues.

In advance, I thank you for your consideration of this proposal and welcome the ensuing discussion.

Charles Hanley, FIRE CHIEF Jackson County Fire District No.5

## **DAILY STAFFING MODELS**

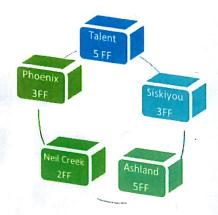


Figure 1 18 FF + Battalion Chief (MAX)

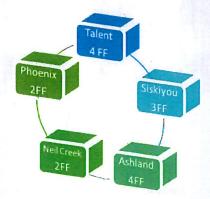


Figure 2 15 Firefighters + Battalion Chief (MIN)

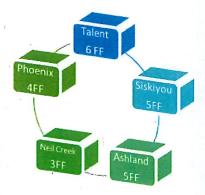


Figure 3 25 Firefighters + Battalion Chief (SEASONAL/PEAK)

### **ORGANIZATIONAL CHART**

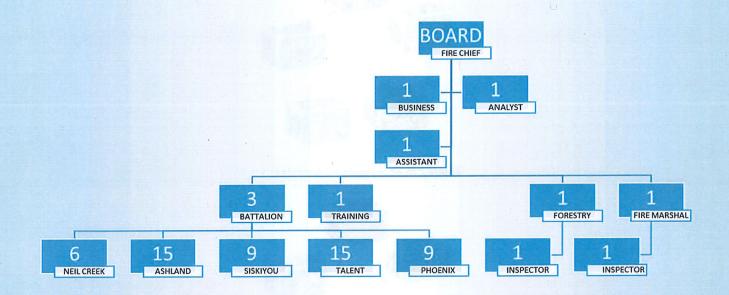


Figure 4 ORGANIZATIONAL CHART

DIVISION	PROPOSED COSTS
ADMINISTRATION	\$185,000
PREVENTION	\$244,710
FORESTRY	\$1,131,675
PERSONNEL SERVICES	\$5,832,397
MATERIALS & SERVICES	\$1,250,000
TOTAL	\$8,664,782
SAVINGS	-\$962,742

# POSITIONS (ABSORBED)

TITLE	DIVISION	FTE	NUMBER	RECLASS		
Fire Chief	Administration	Υ	1	N		
Deputy Chief	Operations	Vacant	0	N		
Analyst	Administration	Υ	1	N		
Division Chief	Prevention	· Y	1	Υ		
Coordinator	Prevention	, Y	1	Υ		
Division Chief	Forest	Υ	1	Υ		
Coordinator	Prevention	Y	1	Υ		
Battalion Chief	Operations	Υ Υ	3	N		
Fire Captain	Operations	Y	6	N		
Engineer	Operations	Υ	6	N		
Firefighter	Operations	Υ	15	N		

## PHASE 1

**Phase 1**— Includes the Agreement for Fire Services between the City of Ashland and Jackson County Fire District No. 5. through July 1 2021 and a Fire Apparatus Fleet Study completed by a third party consultant. Additionally during this period, the Fire District will include the Ashland Contract in their Biennial Budget Process. Sample proposal letter, agreement and resolution(s) are provided.



### SPECIALTY FLEET CONSULTING

15504 Joliet Ct. Fontana, CA 92336 909-600-4122

August 3, 2020

Fire Chief Charles Hanley
Jackson County Fire District #5
5811 S. Pacific Hwy.
Phoenix, OR 97535

Dear Chief Hanley;

Specialty Fleet Consulting (SFC) is excited to propose the following in performing a fleet study of the City of Ashland Fire and Rescue vehicles and apparatus on behalf of the Jackson County Fire District #5 (JCFD-5) in order to evaluate the fleet's overall condition for the purpose of possible annexation into JCFD-5.

Based on our conversation on August 3, 2020, I am proposing my service rates as follows;

Travel to the City of Ashland, Oregon. Review and evaluate the City's fire and emergency response vehicle and apparatus fleet to include review of maintenance and repair files;

- o \$150 per hour
- Sublet services such as laboratory oil/fluid analysis, etc.
  - o \$150.00 per hour
- Other services
  - Provide a final report of findings to the District within ten (10) business days of receipt of final information such as oil/fluid analysis for up to sixteen (16) vehicles
    - \$150.00 per hour
  - o Teleconference/consult
    - No Charge

Ashland Fire and Rescue vehicles and apparatus to be inspected include but may not be limited to:

- Three Type-1 triple combination engines
- One Type-3 wildland engine
- Two Type-6 wildland engines
- Four Type-3 rescue ambulance
- Six command/administration SUVs

Oil samples will be pulled as appropriate. Services will be performed at a location within five (5) miles of the City of Ashland Oregon that is agreeable in order to maintain social distancing due to COVID-19. SFC will take all necessary precautions in accordance with State and local policies, including face coverings when necessary, in order to prevent the contracting or spread of COVID-19.

Estimated total cost of the survey is as follows:

30 hours labor on-site

\$4,500.00

10 hours final report

\$1,500

o Estimated Grand Total

\$6,000.00

The final survey and analysis will be based on experiential opinion only and any information provided should not be utilized in lieu of D.O.T. and/or State fleet operating requirements. It is the responsibility of departments and vehicle operators to ensure safe vehicle operation.

Should a contract be entered into, estimated time of survey is two to three work days at your facility for apparatus review plus time for sublet services and final report. Labor rates are billed in increments of .25 hours.

My experience includes the annexation of not less than six city fire apparatus fleets into a large fire district and the study and evaluation of three others that did not annex. I look forward to the potential opportunity to provide these services to the Jackson County Fire District #5 and Ashland Fire and Rescue Department. Should you have any questions please feel free to call or e-mail me.

Best regards,

Craig A. Weeks

Craig A. Weeks Specialty Fleet Consulting 909-600-4122

specialtyfleet@gmail.com

# AGREEMENT FOR FIRE SERVICES BETWEEN THE CITY OF ASHLAND AND JACKSON COUNTY FIRE DISTRICT NO. 5

This AGREEMENT (the "Agreement") for fire services is made, entered into and effective as of this 1<sup>st</sup> day of November, 2020 by and between the CITY OF ASHLAND, a city and municipal corporation of the State of Oregon ("CITY") and JACKSON COUNTY FIRE DISTRICT No. 5, an Oregon rural fire protection district, organized and existing under ORS Chapter 478. ("DISTRICT").

#### RECITALS

- A. The CITY provides fire protection, prevention and suppression services and related services such as emergency medical services, emergency preparedness, mitigation of hazardous materials incidents and special operations including, but not limited to, confined space rescue, technical rescue and water rescue within the corporate limits of the CITY.
- B. The DISTRICT provides fire protection, prevention and suppression services and related services such as, emergency medical services, emergency preparedness, mitigation of hazardous materials incidents, technical rescue and water rescue within the unincorporated areas of Ashland and certain portions of Jackson County and within the incorporated limits of the Cities of Phoenix and Talent, all within the County of Jackson.
- C. The CITY and DISTRICT have determined that it is in the best interests of CITY and DISTRICT to have certain fire services formerly provided by the CITY to be provided by DISTRICT to achieve a cost savings while not reducing the level of services provided.
- D. Accordingly, DISTRICT will provide to City fire protection, prevention and suppression services and emergency management and preparedness services as maybe set forth in this Agreement involving the allocation of DISTRICT personnel and the utilization of DISTRICT assets, facilities and equipment in conjunction with facilities, assets, equipment and personnel of the CITY.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, CITY and DISTRICT agree as follows:

#### **AGREEMENT**

#### Section 1. Fire Chief Services.

- a. <u>Effective Date of Fire Chief Services</u>. DISTRICT agrees to make available the DISTRICT Fire Chief, Charles Hanley, and CITY agrees to hire Chief Hanley (the "District Fire Chief") as CITY's Fire Chief effective November 1, 2020 subject to the terms and conditions set forth in this Agreement.
- b. <u>Duties</u>. The contracted CITY Fire Chief position is responsible for the efficient administration of all fire service affairs of the CITY and the CITY agrees to employ District Fire Chief to perform the following functions and duties:
  - 1) Enforce all ordinances and rules and regulations of the CITY and see that all contracts, permits and privileges granted by the City Council of CITY ("Council") are complied with and observed.
  - 2) Appoint, remove, promote and demote any and all officers and employees of the City Fire Department subject to all applicable rules and regulations which may be adopted by the Council and any applicable Memorandum of Understanding.
  - 3) Control, order and give directions to all subordinate officers and employees of the CITY Fire Chief.
  - 4) Serve as Fire Marshal as needed and maintain and enforce fire prevention codes and ordinances and recommend to the City for adoption such measures and ordinances as deemed necessary.
  - 5) Manage and supervise equipment maintenance and training of personnel to use the equipment.
  - 6) Prepare and disseminate technical and City activity reports and records.
  - 7) Prepare, submit for City Council approval, and administer the CITY's annual Fire Department budget unless preempted by Council action.
  - 8) Attend or appoint a designee to attend necessary administrative and operational meetings, as well as, civic and/or governmental meetings requiring the presence of a City Fire Department representative.
  - 9) When required, respond to, and direct City Fire Department personnel in responding to major fires and other emergency incidents.
  - 10)Perform such other legally permissible and proper duties and functions as the CITY may assign from time to time, and as are agreed by CITY and DISTRICT.

#### c. Term

- 1) The term of this Agreement is from November 1, 2020 until July 1, 2021unless either party terminates the Agreement subject to the provisions of Agreement Section 1c. (2).
- 2) The Agreement shall terminate upon the earlier to occur of: (1) the termination of this Agreement by the DISTRICT Board provided that 30 days written notice is given to CITY; or, CITY terminates the Agreement by written notice to DISTRICT provided that the termination date is preceded by 180 days written notice.
- d. <u>Compensation</u>. CITY agrees to pay DISTRICT beginning November 1, 2020 the monthly amount of eleven thousand one hundred fifty-five dollars (\$11,151.00) for the services described in this Agreement, Section 1 upon being invoiced by the DISTRICT. If the monthly compensation is not received by the DISTRICT within 30 days of the invoice date to the CITY, the amount due shall accrue simple interest at the rate of one percent (1%) per month on the outstanding balance.

#### Section 2 Additional Fire Services.

The parties may from time-to-time agree by written amendment to this Agreement to provide for additional Fire Services.

#### Section 3. Continuing Review of Provision for Fire Services.

The parties agree to periodically meet and review organizational methods to achieve further efficiencies in providing fire services, including, but not limited to, the reorganization of fire services consistent with the provisions of ORS 190 and the establishment of an ongoing Intergovernmental Agreement (IGA).

#### Section 4. General Agreement Conditions.

- 4.1 <u>Amendment</u>. This Agreement may be amended or modified in writing duly authorized and executed by CITY and DISTRICT.
- 4.2 <u>Integration</u>. This Agreement represents the sole and entire agreement between the parties and supersedes all prior agreements, negotiations and discussions between the parties hereto and/or their respective counsel with respect to the subject matter of this Agreement
- 4.3 <u>Headings</u>. The headings in this Agreement are for convenience only and are not to be construed as modifying or explaining the language in the section referred to.
- 4.4 <u>Severability</u>. Should any part, term or provision of this Agreement be determined by a court to be illegal or unenforceable, the remaining portions or provisions of this Agreement shall nevertheless be carried into effect.
- 4.5 <u>Governing Law; Jurisdiction and Venue</u>. The interpretation, validity and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of Oregon. Any suit, claim and legal proceeding of any kind related to this Agreement shall be filed in the Superior Court of Jackson County.
- 4.6 <u>No Continuing Waiver</u>. No waiver of any term or condition of this Agreement shall be considered a continuing waiver thereof.
- 4.7 <u>Assignment</u>. This Agreement shall not be assigned without the prior written consent of the other party. Any attempt to assign this Agreement without the prior written consent of the other party shall be void and of no force and effect.
- 4.8 <u>Notice</u>. Notices and communications among the Parties as signed by this Agreement shall be in writing and shall be deemed to have been given when personally delivered or sent by United States Mail, overnight delivery or facsimile sent to the following addresses:

#### CITY:

City Manager
City of ASHLAND
20 E. Main Street
ASHLAND, Oregon 97520
Facsimile: 541-552-2059

#### **DISTRICT**:

Fire Chief
Jackson County Fire District No. 5
5811 S. Pacific Highway
Phoenix, Oregon 97535
Facsimile: 541-535-4226

- 4.9 No Third Party Beneficiary. The Parties agree that the provisions of this Agreement are not intended to directly benefit, and shall not be enforceable by, any person or entity not a party to this Agreement.
- 4.10 <u>Counterpart Execution</u>. This Agreement, or any amendment to this Agreement, may be executed in counterparts, each of which shall be deemed to be an original and said counterpart shall constitute one in the same document which may be sufficiently evidenced by one counterpart.

<u>CITY OF ASHLAND</u>	JACKSON COUNTY FIRE DIST. 5				
Dyn	By:				
By:Adam Hanks	Charles Hanley District Chief				
APPROVED AS TO FORM:	APPROVED AS TO FORM:				
By:	By:				
David Lohman	Christy Monson				
City Attorney	District General Counsel				

#### **RESOLUTION NO. 2020-XX**

RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO ENDORSE INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF ASHLAND (CITY) AND JACKSON COUNTY FIRE DISTRICT NO. 5 (DISTRICT) FOR FIRE ADMINISTRATIVE SERVICES

WHEREAS, The Intergovernmental Agreement (IGA) is made pursuant to ORS Chapter 190 that permits local government to enter into agreements to further economy and efficiency; and

WHEREAS, This IGA is designed to promote efficient coordination and provision of fire and rescue services (Fire Department Services or FDS) to the citizens of Ashland and the service area of Jackson County Fire District No. 5 while making efficient use of local fiscal resources; and

WHEREAS, The City of Ashland and Jackson County Fire District No. 5 intend to continue the nature and extent of the Fire Department Services that it makes available to its constituents;

WHEREAS, Cooperation between the CITY and DISTRICT will facilitate firefighter safety, administration and operations and make the provision of fire services more cost effective and efficient; and

WHEREAS, The IGA provides for certain conditions that both parties agreed were necessary for the DISTRICT to provide a program for leadership and administrative services for the CITY.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ASHLAND AS FOLLOWS:

Section 1. That the City Council hereby approves and authorizes the City Administrator to endorse the Agreement for Fire Services (Exhibit A), between the City of Ashland and Jackson County Fire District No. 5 for Fire Administrative Services.

Section 2. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 27th day of October, 2020.

Barbara Christensen, City Recorder

APPROVED by the Mayor this 27th day of October, 2020.

John Stromberg, Mayor

## PHASE 2

**Phase 2**— Will include the integration of the employees of Ashland Fire & Rescue into Jackson County Fire District No. 5 and the adoption of an ORS 190 Agreement for Fire Protection Services between the City of Ashland and Jackson County Fire District No. 5. by the Ashland City Council and the Board of Directors of Jackson County Fire District No.5 through July 1, 2031.

## PHASE 3

**Phase 3**— Will include the completion and implementation of a Strategic Plan/Business Plan with a mission driven focus that delivers enterprising strategies to meet future challenges of the newly reformed agency.

College of Urban and Public Affairs
Mark O. Hatfield School of Government
Center for Public Service



Post Office Box 751
Portland, Oregon 97207-0751
Urban Center 570T
506 SW Mill Street

503-725-8261 tel 503-725-5111 fax publicservice@pdx.edu www.pdx.edu/cps

#### MEMORANDUM

TO:

Gary Milliman, Interim City Manager, City of Ashland

FROM:

Scott Lazenby, Local Government Program Manager, CPS

DATE:

September 17, 2021

SUBJECT:

FIRE & EMS STUDY

The Center for Public Service is pleased to submit this proposal for consulting and analysis of options for Fire/EMS service provision and governance.

<u>Purpose:</u> While the City of Ashland does have a limited sales tax, in other respects Ashland's revenues, like those of other Oregon cities, are constrained by state-imposed preemptions and limitations. In this environment of limited resources, the biennial budget for Fire & Rescue services has increased from \$13 million in 2013-15 to \$19 million in 2019-21, an inflation-adjusted increase of 34%. PERS" costs alone increased by 73% in that time period. At the same time, the city is concerned about a possible reduction in the city's ISO rating.

The adjacent Jackson County Fire District #5 serves an unincorporated population roughly the same size as Ashland's population. Other cities in Oregon have pursued a variety of strategies to achieve cost savings and efficiencies in fire service, including sharing personnel, contracts for service, consolidation of districts and departments, and annexation to a district.

This study will explore these kinds of alternatives with the goal of identifying the benefits, costs, advantages and disadvantages to the jurisdictions and taxpayers.

<u>Proposed Approach</u>: In performing this study, the Center for Public Services will collect and analyze the following kinds of information:

- Financial information, including budgeted and actual revenue and expense trends.
- Staffing and personnel, including pay and classification schedules, collective bargaining agreements, and use of volunteers.
- Service quantity and quality, including calls for service by type, the range of services provided, and work that may not be reflected in calls for service such as CERT training, commercial building inspections, plans review, etc.
- Federal, state, and local legal issues that affect possible changes in organization or governance.

As a unit of the Hatfield School of Government, CPS is sensitive to the fact that public policy decisions are not always driven by strict benefit/cost analysis but are also influenced by a range of qualitative factors, including community values, local politics and history, and human resistance to change. The study will acknowledge these issues, where they can be identified and articulated.

This proposal is based on the following assumptions:

- Ashland will share available financial, personnel and service data (we anticipate that all documents used in the study will be public records as defined by Oregon law)
- Ashland will provide contact information for District 5 and other jurisdictions that
  may be included in the course of the study, as well as for Emergency
  Communications of Southern Oregon, and these agencies cooperate with CPS.
- Most of the communication between CPS and staff of Ashland and other agencies will be done remotely to save travel time and costs.
- The proposed scope of work includes one in-person (in Ashland) presentation of findings and conclusions.

#### **Budget and Timeline**

Based on the assumptions above, we propose the following estimate of schedule, staff hours, and cost to complete the project.

Task/Deliverable	Date	Faculty (Lazenby)	Senior Fellow (Robinson)	Staff	GRA	Other	Total
Hours							0
Project Design	Oct 2021	6					
Data Gathering	Nov-Dec	4			40		
Interviews with key staff	Jan-Feb 2022	4	20		16		
Analysis of options	Mar-Apr	8	48		60		
Revisions based on city feedback	Apr	2	32		40		
Final observations & recommendation	May		8	16	16	ı	
Presentation of Findings (inc. travel)	Jun 2022		14	16	14		
Total hours		24	122	32	186	`	364
Hourly rate		\$ 185	\$ 195	\$ 80	\$ 32		
Total Cost for Hours Worked		\$ 4,440	\$ 23,790	\$ 2,560	\$ 5,952		\$ 36,742
Travel & lodging						\$ 749	\$ 749
Total Proposed budget							\$ 37,491

#### CPS Project Team

Scott Lazenby, local government projects manager for CPS will take the initial lead role on this project. Dr. Lazenby has been on the faculty of PSU since 2007, teaching courses on budgeting, project management, and leadership. Lazenby has had a 40-year career in local government management, serving as city manager of Lake Oswego and Sandy, Oregon, and

management & budget director for Glendale, Arizona. Most of those cities operated their own fire departments, but Sandy annexed to the surrounding rural Fire District 72.

Kent Robinson retired as PSU Assistant Professor in spring of 2021 and will be returning in January on the staff of the Center for Public Service and will at that time take over the lead role in the project. Dr. Robinson has taught courses on budgeting and financial management and is co-author of *Budgeting for Local Governments and Communities*. He was the project leader for an analysis of fire/EMS service and governance for the cities of Troutdale, Fairview and Wood Village. His consulting experience with the Center for Public Service also included an analysis of alternatives for emergency communications for Brookings and Curry County.

CPS staff will provide logistical support for the project as well as editorial support for production of a final report and recommendations. One or more Graduate Research Assistants will assist in gathering data and performing analysis of financial and service configuration data.