

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6274

Fax: 904.270.1642

www.jacksonvillebeach.org

MEMORANDUM

TO: Mayor and City Council
FROM: Michael Staffopoulos, City Manager
SUBJECT: Fire Services Agreement
DATE: March 25, 2019

The purpose of this memorandum is to introduce the Fire Services Agreement proposed between the City of Jacksonville Beach and the City of Jacksonville. Staff have been in discussions with the City of Jacksonville since 2012 to explore the possibility of contracting fire services for a county-wide, consolidated service provision. Negotiations re-started in earnest over a year ago, and the proposed terms and conditions are included in the attached Agreement.

The purpose of the Council Briefing on April 1, 2019 is to review critical terms and conditions of the Agreement with the full Council, in a public forum. Department Directors for the City of Jacksonville Beach, along with representatives from the City of Jacksonville, will be in attendance.

The goals of this Briefing are:

- Answer questions the Council may have on the Agreement
- Determine if the Agreement, as drafted, is acceptable for consideration of a vote by Council
- Identify next steps in the process for formal consideration by Council, to include community outreach/input, date for placement on an agenda, etc.

Depending on direction received from the Council, the Agreement could come back for consideration as early as April 15, 2019. The City of Jacksonville has indicated they will take no action on the Agreement with their Council until such time as the City of Jacksonville Beach has made a decision on the Agreement. The Cities have discussed October 1, 2019 as a proposed effective date in the event the Agreement is acceptable to both parties, and an affirmative vote by both can be achieved before then.

Agreement Highlights

Staff had several objectives in mind while negotiating the Agreement, most notably:

1. Maintain the same level of service (LOS) for fire suppression, emergency medical services (EMS) and emergency response as best as possible
2. Maintain ancillary services provided to the community through the Jacksonville Beach Fire Department (JBFD)



3. Treat JBFD personnel fairly through a possible transition process to Jacksonville Fire Rescue Department (JFRD)

A presentation on the content of the Agreement will be provided by staff at the briefing. However, the following are highlights.

Level of Service (LOS)

The LOS negotiated within this Agreement is not a direct comparison, in part because each Fire Department has a different set of philosophies and operating standards. JFRD maintains dozens of stations across the county, with little to no requirement for mutual aid to fight a fire due to the size of their department. JBFD operates two stations on an island, with a requirement for mutual aid to meet National Fire Protection Agency (NFPA) standards to fight a fire. These two statements exemplify the underlying differences between the two Department operations, and the difficulty with achieving direct parity in maintaining the same LOS between agencies.

A summary of the LOS to be provided by JFRD is as follows:

- Use JBFD Station 1 and Station 2 to provide fire and EMS services; the City of Jacksonville Beach will maintain ownership of the stations and land, while the City of Jacksonville will assume responsibility for operation and maintenance
- Reduce staffing and apparatus from 8 line personnel, two engines and one ladder, to 7 line personnel, one engine and one ladder; maintain one Rescue as currently provided by JFRD
- Meet response times per JFRD standards, and provide support/mutual aid between and among stations as necessary

Ancillary Services

JBFD provides more to the community than just fire suppression and EMS. Some of the ancillary services will be continued by JFRD, however not all in the same capacity as is currently provided. Ancillary services that will be maintained at the same LOS include: blood pressure checks at Fire Stations; annual fire hydrant inspections; and tours for schools and community organizations. Ancillary services that will be provided, but reduced in some capacity, include: CPR seminars; and annual smoke detector program. Ancillary services that substantially change include biannual pre-fire planning of businesses and child car seat installation program. A summary of ancillary services provided by JBFD is contained in a memo from Fire Chief Whitmill (attached).

JBFD Personnel

JBFD personnel have the option to continue employment with the JFRD if they so choose. Some of the highlights of their move from JBFD to JFRD are:

- All personnel will receive a demotion (either one or two ranks), with no employee coming into JFRD at a rank higher than Suppression Engineer (apparatus driver).
- All personnel will maintain their current rates of pay. Personnel whose rates of pay are above the range for their new rank will not receive an increase until either the individual promotes up to a position with a higher range, or the range adjusts to encompass their current rate of pay.
- All personnel will be able to move up to 100 hours of accumulated leave from the City of Jacksonville Beach to the City of Jacksonville.
- All personnel would be subject to the Local 122 IAFF Collective Bargaining Agreement (CBA) as of the effective date of the Agreement.
- All personnel have the option of staying in the City of Jacksonville Beach pension plan for firefighters, or joining the City of Jacksonville's defined contribution plan for public safety personnel.

Factors and Impacts

There are multiple factors with both positive and negative impacts associated with contracting fire services to an outside agency. The impact to the community is measured by changes to primary services (day to day), critical services during a time of emergency, and financial impact. Each of these may be perceived differently based on one's life circumstances, such as resident vs. business owner, property owner vs. tenant, old vs. young, financial resources, etc.

Staff has attempted to evaluate the Agreement along several key factors: fiscal impact, levels of service (to the community), impact to the organization, and intangibles. There is difficulty in trying to assign a cost to every minor difference in LOS, and in impacts to the community or the organization. In many instances, the impacts are unknown because the service arrangement does not yet exist, and there are no historical references. The following is a discussion of some factors that have been identified throughout this negotiation process.

Fiscal Impact

Contracting with JFRD at the LOS identified in the Agreement will provide financial savings to the City of Jacksonville Beach (10 Year Cost Analysis for Fire Services, attached). Compensating for differences in LOS by adding new personnel and resources to the City of Jacksonville Beach would still result in an estimated savings of \$15M over the first 10 years of the Agreement. While the Agreement is for a 20 year period, staff was uncomfortable estimating future fiscal impact beyond that window due to low reliability in forecasting over such a long time frame.

Should the Agreement be executed, staff proposes the addition of one (1) new Deputy Fire Marshall, to assist the current Fire Marshall with Fire Marshall services, and coordinate Emergency Management (EM) for the organization. Additional funding is requested to increase the LOS associated with child car seat installations and smoke detector programs above JFRD standards. The ancillary services identified in Fire Chief Whitmill's memorandum would either need to be dispersed among remaining departments and staff in a current or modified LOS, or eliminated.

The unfunded liability associated with the Firefighter's pension fund (valued at approximately \$5.1M) would be amortized and paid off over the first ten years of the Agreement, at a value of approximately \$737,000 per year. At the end of ten years, the City of Jacksonville Beach would have no financial obligations to the Firefighter's pension fund, other than to continue plan management for as long as the remaining members are participants or retirees of the plan (possibly 40-50 years).

Community Impact

As stated in the discussion of LOS, JFRD proposes to provide 1 less personnel and 1 less vehicle for the provision of services within the City of Jacksonville Beach. While this model may fit within JFRD's Standard Operating Guidelines (SOGs), it is a reduction from what JBFD currently provides. JBFD's current staffing provides for fewer people per apparatus (minimum of two people per vehicle) but with a third vehicle. This provides greater redundancy for EMS calls, where a minimum of two personnel are required for a response (JBFD Overlapping Incidents, attached). EMS calls comprise the majority of all calls to JBFD at approximately 69%, while fire calls only comprise about 2%. The remaining calls, classified as "Hazardous Condition", is anything that doesn't specifically fall into either of those two categories (fall assistance, for example).

How JFRD will operate during concurrent events (multiple calls at the same time), or during peak events (4th of July, etc.), is unknown. Under current circumstances, JBFD calls to JFRD for support when our apparatus are on a call and backup coverage is needed. In theory, and likely in accordance with their Standard Operating Guidelines (SOGs), JFRD will adjust run cards to ensure resources at the beaches remain in place, and automatically reposition vehicles and personnel throughout the consolidated fire district to ensure appropriate coverage at all times. Since the City of Jacksonville Beach is not part of a consolidated fire district, we have no experience as to what this looks like in practice.

Organizational Impact

Each Department was asked to identify possible impacts to their specific operations based on the loss of the Fire Department. The following is a matrix indicating the positive and negative impacts. Quantifying these impacts would be difficult at best.

| Department | Positive | Negative |
|------------------------|---|---|
| Beaches Energy | None identified | Reduced coordination during emergency events |
| Finance | Fiscal savings | None identified |
| Fire Department | None identified | See attached memo from Fire Chief |
| Human Resources | <ul style="list-style-type: none"> • Reduction in Labor Relations issues (contract negotiations, grievances, arbitrations, etc.) • Reduction in Worker's Compensation Claims • Reduction in liability associated with service and vehicles | None identified |
| Recreation & Parks | None identified | Reduced coordination during special events |
| Planning & Development | None identified | <ul style="list-style-type: none"> • Possible impacts to plans review, code enforcement inspections and inspections should contracted Fire Marshal services be necessary • Reduced support for damage assessment during post storm events |
| Police | None identified | Reduced coordination during emergency and special events |
| Public Works | None identified | <ul style="list-style-type: none"> • Reduced coordination during emergency events • Possible impacts to potable water system / hydrant testing / fire flow issues should contracted Fire Marshal services be necessary |

It should be noted that the top issue identified by departments is the issue of coordination during emergency events. With the Fire Department being part of the City of Jacksonville Beach, the Fire Chief and all departmental staff, along with every other department, report to the same Administration. This results in unified preparation and response before, during and after an event. While staff has proposed adding a Deputy Fire Marshall to support Fire Marshall services and coordinate Emergency Management for the organization and the City, this falls short of a community having its own Fire Department to coordinate city-wide efforts and provide forces on the ground. It has been noted that during emergency situations in the past, there has been less than favorable communication between JFRD and the City of Jacksonville Beach.

Intangibles

There are some reasons a community maintains a certain service that cannot be quantified in any way, shape or form. These are considered intangibles. It is unknown what intangibles the City of Jacksonville Beach residents and business owners may assign to support having its own Fire Department, or contracting for fire services, or why. Community identity? Financial savings? Firefighters being City employees? Perceived superiority of services? Community pride? There are likely many others, and in each instance, there may not be an ability to put a price on the intangible, or compensate for it through adjustment of service provisions.

Summary

Entering into an agreement for Fire Services with the City of Jacksonville will net a financial savings to the City of Jacksonville Beach, estimated at approximately \$15M over a ten year period. Ancillary services provided by JBFD, and the level to which they're provided, will need to be re-allocated to other departments/positions throughout the City, including new expenditures for both personnel and operating. The community's position on this issue (whether savings from the Agreement are worth the change in service provision) are unknown.

Staff seeks direction on the following questions:

- Is the Agreement, as drafted, acceptable for consideration of a vote by Council?

If yes, then:

- Does the Council wish to include any community outreach/input prior to consideration of a vote? And,
- What are the next steps / date for placement on an agenda?

Attachments:

- Fire Services Agreement (Draft, March 15, 2019)
- 10 Year Cost Analysis for Fire Services
- JBFD Overlapping Incidents (2017 and 2018)
- Memorandum from Fire Chief Whitmill to City Manager Staffopoulos (March 15, 2019)