

INTERLOCAL AGREEMENT
BETWEEN TRAVIS ESD 4 EMERGENCY SERVICES
DISTRICT #4 AND CITY OF AUSTIN FOR FIRE
SERVICES

THIS AGREEMENT is entered into by and between the following parties: the City of Austin, a Home Rule City primarily located in Travis County, Texas, hereinafter referred to as "City", and Travis County Emergency Service District #4, Texas, a political subdivision of the State of Texas, hereinafter referred to as "ESD 4".

WHEREAS, City and ESD 4 have determined that it would be mutually beneficial for City to provide fire service within ESD 4's jurisdiction for a fee; and

WHEREAS, City and ESD 4 have determined that it would be mutually advantageous for City to provide services out of two fire stations owned by ESD 4; and

WHEREAS, City and ESD 4 have determined that it would be mutually beneficial during the first year of the agreement for City to merge qualified firefighters from ESD 4 into City's workforce; and

WHEREAS, City and ESD 4 are jointly committed to hiring and maintaining a diverse workforce, and that merging ESD 4 firefighters into the City workforce furthers that commitment; and

WHEREAS, City and ESD 4 are authorized to enter into this agreement by Chapter 791 of the Texas Government Code;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and ESD 4 agree as follows:

1.0 Term and Termination

1.01 Term. The Term of this Agreement shall commence upon execution by both parties, and shall continue through September 30, 2018, unless earlier terminated by either party in accordance with this Agreement or applicable law. The first Term of this Agreement may also be referred to as the "FY 18 Term".

1.02 Renewal. The Agreement will automatically renew annually on October 1 of each year unless terminated as outlined below.

1.03 Termination. A party may terminate its participation in this Agreement, with or without cause, upon not less than 270 days written notice to the other party. Should a party terminate its participation in this Agreement, except for obligations that arise upon termination as provided in this Agreement and except for financial obligations incurred prior to the date of termination that party's legal responsibilities and obligations under this Agreement cease 271 days after that party sends its notification of termination to the other party. Notice shall be provided by certified mail, return receipt requested, at the addresses listed in Section 18.0 Notices.

2.0 Definitions. As used in this Agreement:

2.01 "AFD" means the Austin Fire Department.

2.02 "Emergency services" refers to fire suppression, emergency medical services, all-hazard rescue services, hazardous material response, and Wildland Urban Interface (WUI) firefighting and other "good intent" such as responding to calls for investigation regarding suspicions or concerns such as wires arcing or smoke investigation.

2.03 "Fire Stations" refer to ESD 4 station 401 at 14312 Hunters Bend Road and station 407 at 4200 City Park Road.

2.04 "City Firefighter" means any commissioned employee of the City of Austin Fire Department (AFD) who is in good standing with the department.

2.05 "ESD 4 Firefighter" means any commissioned full-time employee of Emergency Services District 4 who is in good standing with the agency.

2.06 "ESD 4 Commissioners" means the appointed Board of Commissioners who govern ESD 4 and make decisions about the allocation of funding for emergency services on behalf of ESD 4 residents.

2.07 "Coordinating Committee" means the body providing contract oversight comprised of ESD 4 and AFD representatives.

2.08 "Fiscal Year" means the one-year period beginning on October 1 of one calendar year and ending on September 30 of the next calendar year.

2.09 "2017 Collective Bargaining Agreement" means the Collective Bargaining Agreement Between City of Austin and Austin Firefighters Association, Local 975, effective June 4, 2015.

3.0 ESD 4 Payments to City

3.01 Cost Model. ESD 4 and City agree that the amounts to be paid by ESD 4 to City pursuant to this Agreement shall be computed in accordance with the Cost Model attached hereto as Exhibit A and made a part hereof. A cost model showing amounts for FY 18 is attached hereto as Exhibit A and made a part hereof.

3.02 For and in consideration of the services to be rendered by the City pursuant to this Agreement for training and firefighter equipment costs incurred after the effective date of the Agreement and prior to October 1, 2017, ESD 4 shall pay the City the total sum not to exceed \$387,000, as determined using the methods and calculations set out in the Cost Model in the attached Exhibit "A."

3.03 For and in consideration of the services to be rendered by City pursuant to this Agreement during the Fiscal Year that begins on October 1, 2017 and ends on September 30, 2018 ("Fiscal Year 18" or "FY 18"), ESD 4 shall pay to City a sum not to exceed \$4.35 million. A one-time adjustment (which may apply to all quarterly payments) during such FY 18 may be made in the event that a renewal collective bargaining agreement between the City and the Association representing the City's firefighters, anticipated to go into effect in the beginning of FY 18, results in increased labor costs to operate the Fire Stations. Any such one-time adjustment shall be based on the change in labor costs, as such costs are determined pursuant to Exhibit A.

3.04 For purposes of this Agreement, annual operating costs payable by ESD 4 will constitute the actual expense of providing the emergency services in ESD 4 per the cost model.

3.05 ESD 4 and City agree that the payments provided herein fairly compensate the performing party for the service performed under this Agreement.

3.06 ESD 4 will make payments to City on a quarterly basis, dividing the total annual cost by four.

3.06.01 AFD will send an invoice no later than the last day of the month in December, March, June, and September. Invoices shall contain a unique invoice number that must be included with payment.

3.06.02 Payments are due no later than the last day of the month in January, April, July, and October.

3.06.03 Payment shall be remitted to:

Robert Menchaca, Finance Manager (or successor)
Austin Fire Department Headquarters
4201 Ed Bluestein Blvd.
Austin, Texas 78721

3.07 The Coordinating Committee referenced in section 13.0 of the Agreement will meet in April each year to review the terms of the agreement, performance measures, and spending for the first half of the current fiscal year. The Coordinating Committee will use this information to forecast operating costs for the next fiscal year. The Coordinating Committee shall reconvene in September each year to review final forecasted operating costs, and amend and adopt a budget for the fiscal year beginning October 1.

3.08 ESD 4 and the City acknowledge that funding for the services to be rendered by the City and potential future payment by the City to ESD 4 under section 15.05 will be from current revenues available to the paying party.

4.0 Merging ESD 4 Firefighters into City Workforce

4.01 As soon as practical after the effective date of this Agreement, ESD 4 Firefighters will go through final pre-hire screening and training to determine their eligibility to become City Firefighters.

4.02 ESD 4 Firefighters will remain employees of ESD 4 while they go through final screening and training.

4.03 ESD 4 will pay City for firefighter equipment and training prior to the end of FY 17.

4.04 ESD 4 and City agree that the conditions of eligibility and training necessary to merge ESD 4 Firefighters into City workforce are detailed in the Merger Model attached hereto as Exhibit B. City shall employ eligible ESD4 Firefighters subject to the terms and conditions set forth in the Merger Model.

4.05 Not later than the time of execution of this Agreement, ESD 4 will provide to the City demographic information by gender and ethnicity of ESD 4's firefighters eligible for employment with the city. The City will use such information to determine the potential impact on the workforce diversity of AFD.

5.0 City Use of ESD 4 Fire Stations

5.01 For the term of this Agreement, ESD 4 grants to City a license to use the Fire Stations and the property on which same are located for the operation of fire stations from which emergency services will be provided in the territory of ESD 4 and such other areas as determined by City, and for ancillary uses as contemplated by this Agreement. ESD 4 will provide access to utilities, data and phone lines as set out in Exhibit C.

5.02 ESD 4 will retain ownership of the Fire Stations. Each of the City and ESD 4 shall maintain liability insurance according to their interests and activities as owner and user, respectively, of the Fire Stations. ESD 4 shall at all times maintain casualty insurance coverage for the Fire Stations.

5.03 ESD 4 and City agree that the City Park fire station is designed to accommodate a single four-person company and that the Hunter's Bend station is designed to accommodate multiple companies. Any additional space needs determined in the future by either party as a result of increased staffing or storage of related apparatus and equipment will be planned by the Coordinating Committee described in Section 13.0 and will be subject to funding by ESD 4.

6.0 Maintenance, Utilities and Renovation of Fire Stations

6.01 Maintenance. City will provide minor building maintenance and repairs as set out in Exhibit C. ESD 4 shall grant a license to City for use of all Fire Station pre-existing furnishings and appliances. City shall be responsible for maintenance and replacement of all furnishings, but when replaced, replacement furnishings and appliances shall be the City's property. Furnishings means all kitchen appliances, furniture in living quarters including beds and seating in common areas, office furniture, office equipment and supplies, and includes, but is not limited to, computer equipment, desks, chairs, filing cabinets, bookcases, and tables.

6.02 Utilities. City will provide utility service, internet access and garbage pickup for the Fire Stations. ESD 4 will insure access to utility lines and utility service on the Fire Station properties is not impeded.

6.03 Renovations. ESD 4 will make all major improvements to Fire Station properties when necessary, including repair and replacement of the roof, exterior walls, foundation, and HVAC system. The City shall make no major renovation, alteration or repair to ESD 4 buildings without prior authorization from the ESD 4's Board of Directors.

7.0 Apparatus

7.01 The City will purchase the two Type 1 fire engines described on Exhibit D from ESD 4 at a mutually agreed purchase price. Such fire engines may be deployed as determined by the City.

7.02 The City will provide a compliant front-line apparatus for use in each of the Fire Stations, which may or may not include either fire engine purchased from ESD 4. Beginning in FY2021, ESD 4 shall pay an annual use fee and maintenance and operation fees for fire engines provided for use in each Fire Station on the terms set forth in Exhibit D.

8.0 Maintenance and Operation Cost for Fire Apparatus

City will provide routine maintenance and repair of the apparatus used in connection with the Fire Stations. ESD 4 will pay for maintenance and operation costs for such apparatus according to the terms and limitations provided in Exhibit A and Exhibit D.

9.0 Responsibility for Losses

9.01 Risk Related to Third Party Claims. City shall not be liable to ESD 4 for any claims, damages, or attorneys' fees arising from the intentional acts or negligence or wrongful acts or omissions of ESD 4 officials or employees. ESD 4 shall not be liable to City for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of City officials or employees in relation to the services provided by them, including management of the City's Fire Department, or raised by any condition of the fire stations or fire apparatus caused by such intentional acts or negligence or wrongful acts or omissions. City (not ESD 4) shall be responsible for civil liability to third parties arising out of operations and emergency services provided by City through its employees and agents pursuant to this Agreement, including emergency services provided by City in the territory of ESD 4. The parties agree that the assignment of liability described in this Section is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code.

9.02 Workers' Compensation coverage shall be handled in the following manner:

9.02.1 Injuries or illnesses suffered by City employees while on-duty, while on the premises of the fire stations, or while providing emergency services within the jurisdiction of ESD 4 shall be the responsibility of the City and shall be processed in accordance with the City's workers' compensation policies and practices.

9.02.2 Injuries or illnesses suffered by ESD 4 employees, including injuries or illnesses suffered during the Austin Fire Department Merger Training Academy, shall be the responsibility of ESD 4 and processed in accordance with ESD 4's workers' compensation policies and practices.

9.02.3 Pre-existing workers' compensation claims for ESD 4 firefighters who are then employed by City shall be handled by ESD 4's worker compensation carrier in accordance with the terms of the policy of workers compensation insurance coverage and applicable law.

9.03 Casualty Insurance Proceeds. Any property or casualty insurance proceeds paid to City or ESD 4 that relate to damages to property or equipment used by AFD to provide emergency services within ESD 4's jurisdiction shall be used by City or ESD 4 to repair the damages and replace the property or equipment used by AFD to provide such emergency services to the condition before the fire or casualty occurred without regard to fault unless both City and ESD 4 agree that these proceeds should be used for another purpose related to the provision of emergency services within ESD 4's jurisdiction.

10.0 Operation of the Fire Stations

10.01 City agrees to operate and maintain the Fire Stations, apparatus at such stations, and equipment in compliance with requirements of the Texas Commission of Fire Protection.

10.02 City shall staff the Fire Stations specifically located at 4200 City Park Road (station 407) and 14312 Hunters Bend Road (station 401).

10.03 City shall operate each Fire Station on a twenty-four (24) hour basis, seven (7) days a week, 365 days per year.

10.04 City shall equip each Fire Station with at least one, Type 1 fire apparatus.

10.05 City shall staff each Type 1 fire apparatus with four City firefighters.

10.06 City shall provide emergency services to all areas within Travis County Emergency Services District #4.

11.0 Emergency Service Provision

11.01 It is agreed that the City shall provide emergency services including fire suppression, emergency medical services, all-hazard rescue services, hazardous material response, wildfire urban interface firefighting and other "good intent" calls such as wires arcing or smoke investigations.

11.02 City shall include ESD 4 areas in City Wildfire Mitigation Plans, FireWise Communities, and other wildfire risk reduction efforts.

11.03 It is agreed that City shall maintain response times within the territory of ESD 4 response polygons that are the same or less time than the response times provided in such territory in 2016.

11.04 City fire service does not include fire investigations beyond Operations-level cause and origin as these services are provided by the Travis County Fire Marshal.

11.05 City fire service does not include enforcement of Travis County building and fire codes as these services are provided by the Travis County Fire Marshal.

12.0 Data Collection/Reporting Requirements and Performance Data

12.01 City agrees to provide to ESD 4 an annual accounting of:

- 1) The number of incidents by call type within ESD 4
- 2) The total number of runs per unit within ESD 4
- 3) 90th percentile of first arriving unit within ESD 4 (from call-receipt to first arriving unit)
- 4) Percent of fires confined to room of origin within ESD 4
- 5) Survival rates of cardiac events, or similar performance indicator designed by the Medical Director.

12.02 ESD 4 and City agree to cooperate to collect data for the following:

- 1) The costs associated with providing emergency services
- 2) The costs associated with support of providing emergency services
- 3) The revenues associated with funding emergency services
- 4) That the City will provide the initial response to Requests for Information regarding incidents occurring in ESD 4 jurisdictions.
- 5) That the city will provide annual data reporting of incidents occurring in ESD 4 to the State Fire Marshal's NFIRS reporting system.

13.0 Coordinating Committee

City and ESD 4 shall each appoint representatives to serve on a Coordinating Committee to oversee contract performance, budgeting and spending.

13.01 The committee will include the following membership:

AFD Assistant Chief over Operations
AFD Assistant Chief over Logistics
AFD Assistant Director over Administrative Services
AFD Finance Manager
AFD Planning and Research Manager
ESD 4 Commissioners President
ESD 4 Commissioners Finance Manager
ESD 4 Commissioners Treasurer
ESD 4 Commissioners appointed Community Representative
Council appointed ESD 4 Community Representative
Council appointed ESD 4 Community Representative

13.01.01 Council appointed Community Representatives (2) must reside or own a business in the neighborhoods where the City of Austin extra-territorial jurisdiction overlaps with or is adjacent to ESD 4's jurisdiction.

13.01.02 All Council Members with Districts overlapping with or adjacent to ESD 4 will, as a group, select two Council appointed ESD 4 Community Representatives by March 15, 2018. The representation will begin with Council appointed ESD 4 Community representatives from District 10 and District 1.

13.01.03 The Council appointed ESD 4 Community Representative coming from District 10 overlapping with or adjacent to the ESD 4 will serve through January 2021 and thereafter will be selected by the Council Members with Districts overlapping with or adjacent to ESD 4.

13.01.04 The Council appointed ESD 4 Community Representative coming from District 1 overlapping with or adjacent to the ESD 4 will serve through January 2021 and thereafter will be selected by the Council Members with Districts overlapping with or adjacent to ESD 4.

13.01.05 The ESD 4 Community Representative will be selected by March 15, 2018, and will serve a two-year appointment.

13.01.06 Such other agent(s) as designated by a party with expertise, responsibility, or authority is helpful to the committee process may attend meetings as invited guests of the coordinating committee.

13.01.07 The appointing entities will select alternates for their appointees. Alternates may attend meetings on an ongoing basis and will stand in for appointees to the Coordinating Committee in case an appointee cannot attend.

13.02 The Coordinating Committee will utilize AFD Planning and Research Manager as an assigned coordinator to take meeting minutes, develop meeting agendas, and manage its meetings calendar. The committee shall meet in April/May each year to:

13.02.01 Review facility operations and related issues; and

13.02.02 Recommend any revisions to City and ESD 4 procedures related to the operation of the facilities and the provision of emergency services; and

13.02.03 Review performance measures and periodically provide a status report to the ESD 4 Commissioners and City Fire Chief; and

13.02.04 Review ESD 4 revenue lost to City annexations; and

13.02.05 If necessary, recommend how to pro-rate City firefighter operating costs as ESD 4 Fire Stations provide increased service to City of Austin jurisdiction by virtue of ESD 4 property annexations and other City service needs; and

13.02.06 If necessary, recommend revisions to the Agreement to ESD 4 Board of Commissioners, the Fire Chief, and City Council.

13.03 The Coordinating Committee shall convene in September each year to review final forecasted operating costs, and amend and adopt a budget for the fiscal year beginning October 1.

13.04 No recommendation, advice, or conclusion shall be attributed to the Coordinating Committee, unless such recommendation, advice, or conclusion has been reached by consensus of the Coordinating Committee members. Members of the Coordinating Committee are encouraged to provide information and participate in discussion, yet consensus on final decisions shall be based on the will of the official Coordinating Committee members.

14.0 Records

City and ESD 4 agree to allow access to and mutual inspection of any and all records relevant to the Fire Stations, apparatus, equipment and personnel in connection with the Fire Stations, and any cost payable by ESD 4 to the City pursuant to this Agreement, excluding City and ESD 4 internal memoranda and files otherwise exempted by law from public disclosure.

15.0 Breach of Agreement, Dispute Resolution, and Termination

15.01 The failure of either party to comply with the terms and conditions of this agreement shall constitute a breach of this Agreement.

15.02 Mediation. If a dispute arises about performance under this Agreement, the objecting party shall notify the other party of the dispute in compliance with Section 18.0 (a "**Dispute Notice**"), and City and ESD 4 staff or other designated representatives shall meet and attempt to resolve the dispute to the satisfaction of both parties within sixty (60) days after the date of the Dispute Notice. If such representatives are unable to resolve the dispute before sixty (60) days after the Dispute Notice, either party may provide notice of a request for mediation in compliance with Section 18.0 (a "**Mediation Notice**"). If mediation is timely invoked, each party shall choose a mediator within ten (10) business days of the date of Mediation Notice. If the City and ESD 4 choose different mediators, then the two chosen by the City and ESD 4 shall together choose a third person who shall be the sole mediator. Representatives of each party shall meet with the mediator in Austin at mutually agreed upon time(s). The location(s) shall be chosen by the mediator. The costs of mediation shall be shared equally by the parties. Unless both parties are satisfied with the results of the mediation, the mediation will not constitute a final and binding resolution of the dispute. The parties may agree to a mediation of longer than one day, but neither party is obligated to agree to a mediation that extends longer than one full day. All communications within the scope of the mediation must remain confidential as described in the Tex. Civ. Prac. & Rem. Code Ann., § 154.073, unless both parties agree, in writing, to waive confidentiality. Following an unsuccessful mediation either party may pursue any other rights granted pursuant to this Agreement.

15.03 Termination for Breach. Before exercising any rights under this Section, the non-breaching party must comply with Section 15.02. Either party may terminate this Agreement upon ninety (90) days written notice if the other party has breached any of the terms or provisions set forth in this Agreement. The non-breaching party shall provide written notice to the other party in compliance with Section 18.0 describing the breach and the effective date of termination. Upon receipt of this notice, the party in breach shall have ninety (90) days to cure the breach and/or use the procedures of Section 15.02 of this Agreement to resolve any disputes. When timely invoked, the parties shall cooperate in timely scheduling a mediation of dispute(s). The period for curing any breach shall be extended, as reasonably necessary, by not longer than 30 days for the sole purpose of allowing additional time to schedule and complete a mediation. And A failure to correct the breach or give an explanation that is satisfactory to the terminating party within that ninety (90) day period (as extended as applicable) shall result in an automatic termination of this Agreement at the end of the ninety (90) days as extended by up to 30 days, as applicable.

15.04 Notwithstanding anything to the contrary in this Article 15, ESD 4 may not invoke mediation and the City shall not be obligated to first mediate any dispute arising out of a default in payment of an amount claimed to be owing by ESD 4 if: (i) the City has made available to ESD 4 records reasonably establishing such costs; (ii) ESD 4 has failed to pay the invoiced amount then due as established by the Coordinating Committee in the budget adopted by it for the fiscal year.

15.05 In the event of an expiration as a result of a non-renewal effected by the City or termination of this Agreement by City, the following shall apply: The City shall maintain a record for each fiscal year this Agreement remains in effect of responses to emergency calls made by personnel from each of the Fire Stations: (i) in the territory of ESD 4; and (ii) in the territory of the City and such other areas outside the territory of ESD 4 for which the City provides emergency services pursuant to an agreement. The parties shall in good faith cooperate to determine and to agree upon the fair market value or fair rental value of each

Fire Station, as most appropriate for arriving at a fair and equitable result, for the purpose of calculating the value to the City of use of each Fire Station for all periods this Agreement remains in effect. The value of such use shall be the proportion of the fair value of each Fire Station each fiscal year equal to the proportion of emergency service responses made from the Fire Station outside the territory of ESD 4. The fair value of such use for all periods during the term of this Agreement shall be payable by the City to ESD 4, but shall be reduced by: the total amount of the shortfall in each fiscal year this Agreement remains in effect, during which payments made by ESD 4 to the City are less than the total cost determined by the coordinating committee for operation of the Fire Stations such fiscal year. (All categories and kinds of costs identified in this Agreement and attachments hereto shall be included in total costs for each fiscal year). In the event that the parties are unable to agree on such fair value and/or the amount payable by the City to ESD 4, either party may seek enforcement of the obligation of this Section 15.05 in any court of competent jurisdiction located in Travis County, Texas. For the avoidance of doubt, in the event that the City purchases either or both Fire Stations from ESD 4 (whether or not in connection with an annexation of territory in which the Fire Station is located), the City shall not be obligated to pay, in connection with such purchase, the value of any past use of the purchased Fire Station(s), so long as this Agreement is not terminated or not renewed by the City at the time or in connection with such purchase. Any amounts payable by the City under this section shall be from currently appropriated funds.

16.0 Waiver

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the party not in breach of this Agreement.

17.0 Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Travis ESD 4, Texas.

18.0 Notice

18.01 All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

18.02 Notices sent to ESD 4 pursuant to this Agreement shall be delivered or sent to:

President Peter Torgrimson (or successor in office)
ESD 4 Board of Commissioners
11800 N. Lamar
Suite 4B
Austin, Texas 78753

And to:
Charles Alexander (or successor in office)
ESD 4 Board member, Secretary
11800 N. Lamar
Suite 4B
Austin, Texas 78753

18.03 Notices sent to City pursuant to this Agreement shall be delivered or sent to:

Rhoda Mae Kerr (or successor)
Fire Chief, Austin Fire Department
4201 Ed Bluestein Blvd.
Austin, Texas 78721

And to:

Ronnelle Paulsen (or successor)
Assistant Director, Austin Fire Department
4201 Ed Bluestein Blvd.
Austin, Texas 78721

With a copy to:

Anne Morgan (or successor)
City Attorney, City of Austin
P.O. Box 1088
Austin, Texas 78767

18.04 When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office.

18.05 Either party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other parties.

19.0 Current Revenue

ESD 4 shall pay for services rendered by City, pursuant to this Agreement, from current revenue funds.

20.0 Legal Construction, Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

21.0 Entire Agreement

21.01 This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties, with respect to said matter. Each party to this agreement acknowledges that no representations, inducements, promises, agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which is not embodied herein and that no other agreements, statement, or promise not contained in this agreement shall be valid or binding. No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing,

approved by ESD 4 Commissioners and City Council, and signed by the parties.

21.02 The following exhibits are part of this contract, and constitute promised performances of the parties to this agreement:

- 21.02.01 Exhibit A, Cost Model
- 21.02.02 Exhibit B, Merger Model
- 21.02.03 Exhibit C, Facilities and Utilities
- 21.02.04 Exhibit D, Apparatus and Maintenance

22.0 Parties Bound

This Agreement shall be binding upon and insure to the benefit of the parties to it and their respective legal representatives, successors and assigns where permitted by this Agreement. Each party confirms that its respective governing body has duly authorized this Agreement.

23.0 No Conferring of Third Party Rights

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

Executed on the date or dates indicated below.

ESD 4 BOARD OF COMMISSIONERS

By: Peter Torgrimson

Peter Torgrimson
ESD 4 President

Date: 6/25/17

CITY OF AUSTIN

By: [Signature]

For Elaine Hart
Interim City Manager

Date: 6/20/2017

AUSTIN FIRE CHIEF

By: Rhoda Mae Kerr

Rhoda Mae Kerr

Date: 6/23/17

Exhibit A: Cost Model

AFD shall provide fire protection to ESD 4 for a yearly fee that is determined within the following cost model. An itemized invoice will be provided by the City to ESD 4 which will include details for the following three cost arenas:

A.1 Fire Stations

- A.1.0 ESD 4 will maintain ownership of fire stations 401 and 407 described in Exhibit C.
- A.1.1 One-time costs in FY 17 for those station improvements listed in Exhibit C to meet City standards.
- A.1.2 Annual Maintenance and Operating Costs for two stations based on the terms and conditions described in the Exhibit C.
- A.1.3 Any capital improvements to the fire stations will be paid by ESD 4. Capital Improvements are defined in the Exhibit C and will be identified during the annual Coordinating Committee assessment process.

A.2 Apparatus/Equipment

- A.2.0 Beginning in FY2021, ESD 4 will pay an annual user fee to offset the capitol cost of two Type-I fire engines as described in Exhibit D.
- A.2.1 Annual Maintenance and Operating costs for two front line apparatus as described in the Exhibit D.

A.3 Personnel

- A.3.0 ESD 4 firefighters trained by AFD, will become City employees and will be merged into the workforce as described in Exhibit B.
- A.3.1 One-time costs in FY 17 for training, Personal Protective Equipment and Self Contained Breathing Apparatus as itemized in Exhibit B.
- A.3.2 Costs of salary/wages and benefits for 30 firefighter positions. Salary/wages shall be based on average pay per rank in City's fire department.
- A.3.3 Support services from corporate City of Austin and AFD to provide emergency services to the territory of ESD 4.

A.4 ESD 4 ACCOUNTING

ESD 4 remains the taxing entity for that jurisdiction, collecting revenues and maintaining both an Operating Account and a Reserve Account to cover the expenses of providing fire protection pursuant to the Agreement with the City. Local Gov. Code Ch. 775 mandates the following accounting practices:

- A.4.0 On or before June 1 of each year, the ESD shall prepare and file with the county an audit report of the ESD fiscal accounts and records. The audit shall be performed and prepared at the expense of the ESD by a state licensed, third party auditor.
- A.4.1 A copy of the annual financial audit shall be provided to the City at the time it is presented to the county each year.
- A.4.2 The Reserve Account shall be an interest bearing account and the interest must remain in the Reserve Account.
- A.4.3 The creation of investment income is strictly regulated by state law and by the District's Investment Policy. A copy of ESD 4's Investment Policy will be provided to City upon request.

A.5 ESD 4 ANNUAL BUDGET PRACTICES

The District will deposit all revenue, (ad valorem, sales tax, and other income) into its Public Funds account. Money from the Public Funds account is transferred for the following reasons:

- A.5.0 Into a checking account for District operating costs and for the quarterly COA payment.
- A.5.1 Into an interest bearing account, in the smallest amount necessary, to service the principle and interest related to Station 404 and any other indebtedness required by applicable law.
- A.5.2 At the end of the fiscal year, all Public Funds in excess of 10% of the upcoming year's budget expenditures will be transferred to the Reserve Account.

A.6 TRANSITION COSTS

Detailed costs can be found in City Calculation of Annual Costs section below. After the Effective Date of this Agreement, ESD 4 shall:

- A.6.0 Continue to pay the salaries and benefits of ESD 4 firefighters out of the ESD 4 Operating Account while firefighters attend AFD's Merger Training Academy (see Exhibit B: Merger Model).
- A.6.1 Pay City from the Reserve Fund for expenses related to ESD 4 Merger Training Academy including firefighter equipment (see Exhibit B: Merger Model).
- A.6.2 Pay contractors from the Reserve Fund for expenses related to upgrading the two Fire Stations to City standards (see Exhibit C: Fire Stations and Utilities). ESD 4 expenses for the upgrades include, but are not limited to:
 - A.6.2.1 Changes to stations so they are compliant with the Americans with Disabilities Act and City Code.

A.6.2.2 Adding Plymo-vent systems for apparatus exhaust removal in fire station bays.

A.6.2.3 Upgrading internet access.

A.6.2.4 Changes necessary to secure gender neutral locker rooms.

A.7 ESD 4 REVENUE

Emergency Services District 4 collects property and sales tax dedicated to funding emergency fire services.

- 2017 Property Tax is projected to be \$1.9 million.
- 2017 Sales Tax is estimated at \$200,000 per month or \$2.4 million annually.
- 2017 estimated combined tax revenue at \$4.3 million.

A.7.0 In FY18 through FY21, ESD 4 revenue is projected to grow at roughly 4% per year.

A.7.1 In FY22 and beyond, ESD 4 revenue is projected to grow at roughly 3% per year.

A.7.2 ESD4 will retain care and control of its two other properties, fire station 404 located at 3400 Andtree Blvd and the 911 parcel at the end of Glenlake Dr. (the "Retained Properties").

A.7.3 ESD 4 shall in good faith discuss in the soonest Coordinating Committee meeting any long-range consideration or intention with regard to the Retained Properties.

A.7.4 ESD 4 shall provide advance written notice to City no later than 60 days before:

A.7.4.0 Making any disposition of either of the Retained Properties by sale, lease, gift or other transfer of an interest;

A.7.4.1 Making any disposition of either of the Fire Stations licensed to the City pursuant to the Agreement by sale, lease, gift or other transfer of an interest; or

A.7.4.2 Incurring any debt for acquisition of real or personal property in excess of the amount calculated by subtracting from anticipated revenues for the fiscal year of indebtedness and the estimated amounts payable to the City for the same fiscal year.

A.8 ESD 4 CALCULATION OF ANNUAL OPERATING COSTS

A.8.0 Each year, ESD 4 will set aside funds in the Operating Account to cover ongoing ESD 4 expenses. Operating expenses include:

A.8.0.1 In FY 18 and FY19, ongoing commission fees from a pre-Agreement contract that ensures effective sales tax collection efforts

A.8.0.2 Administrative expenses such as audits, accounting, Commissioner Fees, management, office, staff and legal expenses.

A.8.0.3 Property insurance, and liability insurances for retained properties and operations.

A.8.1 Beginning FY18, ESD 4 will pay City Annual Operating Costs, as provided in this Exhibit A for providing emergency services.

A.8.2 In FY19 and beyond, the estimated amount payable to City each year will be determined by the Coordinating Committee during budgeting as provided in this Exhibit A.

A.8.3 Each year beginning in FY18, ESD 4 will pay ongoing debt on capital assets from the Reserve Account. Debt includes:

A.8.3.1 Mortgage on Station 404 (\$40,000 per year for 8 years) unless the station is sold or the debt is pre-paid or otherwise discharged.

A.8.3.2 Major renovations and repairs to Fire Stations that may be incurred. (see Exhibit C.)

A.9 CITY CALCULATION OF ANNUAL OPERATING COSTS

City operating costs include the following (see Cost Merger Template below for FY 18 estimated costs and calculation details):

A.9.0 Salaries and Benefits for 30 Austin Firefighters:

A.9.0.1 3 Lieutenants, 3 Fire Specialists, and 9 Firefighter positions per station - includes 3 backfill Firefighters per station (one per shift) to cover Leave and is based on average rate of pay per position.

A.9.1 Firefighter Overtime (Based on average costs for such positions department-wide):

A.9.1.0 Covers costs for any required shift-change holdover.

A.9.1.1 Covers firefighters on added time needed to meet mandatory four-person staffing goal.

A.9.1.2 Used for firefighters who may be assigned to off-duty special assignments.

A.9.2 Station, Fleet and Personnel (AFD) Support:

A.9.2.0 Per station percentage of AFD maintenance and operations costs.

A.9.2.1 Per apparatus user fees in the amount of \$40,000 per apparatus per year beginning in FY2021.

A.9.2.2 Per apparatus maintenance costs as determined by City Fleet department.

A.9.2.3 Per firefighter percentage of AFD personnel support costs.

A.9.3 City of Austin Support:

A9.3.0 Per person percentage of AFD Transfers and Other Requirements.

A9.3.1 Includes support from City finance, human resources, communications, technology, and other centralized services.

A.9.4 COST MERGER TEMPLATE: City Calculation of Annual Operating Costs

		Description	2018 estimate
Base Assumptions	# of ESD FTEs	15 positions per station 2 stations x (9 Firefighters, 3 Fire Specialists, 3 Lieutenants)	30
	# of Stations	Fire stations, no other facilities like HQ included	46 + 2 = 48
	# of AFD positions	# of positions listed in adopted budget	1,167 sworn + 166 civilians + 30 ESD 4 = 1,363
	% of AFD workforce	30 ESD positions divided by # of AFD positions	30/1363 = 2.2%

One-Time Costs	Station Upgrades	ADA modifications; adding Plymo-vent systems; upgrading internet access; gender neutral locker rooms	\$150,000
	PPE, Uniforms & SCBA	30 sets interchangeable with current AFD stock	\$163,000
	Initial Training Costs	Instructors, Team Leads, books, props, etc.	\$223,215
	One-Time TOTAL		\$536,215

A.9.5 COST MERGER TEMPLATE: City Calculation of Annual Operating Costs

Description			2018 estimate
Annual Staffing Costs	Salary & Benefits	Rank (8-11 yr for FF; 18-20 yr for Spec & Lt) Salary + Medicare (.0145) + Retirement (.2205) + Health (FY18 = \$14,192) + Certifications (\$1,200) + Longevity (\$1,200) + est. Higher Class (1% of budgeted salaries) = Per Rank Annual Salary/Benefits Multiply by # of positions in each rank	\$3,505,227
	Overtime	\$1,200 x 30 ESD FTEs	\$36,000
	COA Overhead	% of AFD workforce x (accrued payroll + workers comp) AND 6.5% x \$3.9M in ESD salary and support (personnel salaries/benefits + overtime + fleet + AFD support) Same as other Travis County contracts: EMS service, Jail, HHS	\$293,682
Annual Maintenance and Operations Support	Facility Maintenance	Total AFD station support budget (electric, gas, water, wastewater, drainage, telephone, building maintenance, etc.) divided by # of stations to get average Multiplied by 2 stations	\$95,873
	Apparatus User Fee	\$40,000 per apparatus to defray City cost of ownership <u>beginning FY2021</u> Multiplied by 2 apparatus	
	Apparatus Maintenance	Average AFD fuel usage for engines + average Fleet maintenance charge for engines Multiplied by 2 engines	\$72,126
	AFD Overhead Support	Total AFD support budget (Ops commodities & contractals, Comm & Dispatch, Air Shop, Safety, Wellness, Med Ops, 51st Street) multiplied by % of AFD workforce	\$240,095
	TOTAL		\$4,243,002

A.10 BUDGETING ANNUAL OPERATING COSTS

ESD 4 will pay City for operating expenses from the Operating Account on an annual basis that coincides with the Agreement Term starting with FY18.

In April of each year, the Coordinating Committee described in Agreement Section 13, will review the forecasted costs for the following Term.

A.10.0 If operating revenues cover the forecasted costs, the Coordinating Committee will sign-off on the Forecasted Budget and City will include the related Agreement information in AFD's Proposed Budget. The Coordinating Committee shall reconvene in September each year to review final forecasted operating costs, and amend and adopt a budget for the fiscal year beginning October 1.

A.10.1 If operating revenues fall short of the forecasted costs by up to 10% of the total costs, ESD 4 will move funds from the Reserve Account to cover the needed amount.

A.10.2 If operating revenues fall short of the forecasted costs by more than 10%, or falls short by 10% two or more years in a row, the Coordinating Committee will initiate a process to amend this Agreement to explore options regarding how to fund ongoing operations.

A.10.1 Options include:

A.10.1.0 Identifying new sources of revenue such as selling or leasing ESD 4 property to a third party or selling property to City.

A.10.1.1 Revise the Operations response protocol.

A.10.1.2 In the event that ESD 4 Reserve funds have fallen to \$200,000 or less, City will explore amending Agreement to consider cost sharing of operating expenses.

A.10.1.3 An annual analysis will be performed of City annexations made in the previous year. Annual revenue loss suffered by ESD4 due to City annexation will be taken into consideration in the analysis of cost sharing of operating expenses.

Exhibit B: Merger Model

City has utilized many of the provisions in the Collective Bargaining Agreement (CBA) between the City of Austin and Austin Firefighters Association Local 975, APPENDIX D: TRAVIS COUNTY ESD MERGER TEMPLATE to develop the following Merger Model for the service agreement.

The Merger Model describes the process whereby full-time ESD 4 firefighters become City employees working as AFD firefighters.

The merging of ESD 4 firefighters into the City workforce occurs on or before October 1, 2017, and the described process happens one time only.

B.1 QUALIFICATIONS

AFD will assist ESD 4 in determining which members of their workforce are qualified to become an AFD firefighter.

The qualification process may take place prior to the final signing of Agreement between City and ESD 4.

- B.1.0 City will pay the cost of verifying certifications, administering the Candidate Physical Ability Test (CPAT), drug screening and conducting background checks.
- B.1.1 The AFD age (maximum 35) and educational requirement (15 hours of college credit with a minimum 2.0 GPA) do not apply to ESD 4 firefighters hired pursuant to this Agreement.
- B.1.2 ESD 4 firefighters must meet the following requirements to be qualified as a potential AFD firefighter candidate:
 - B.1.2.0 Have "a minimum of two years firefighting experience in a Travis County ESD". ESD 4 firefighters are able to accrue the required experience up to the date they become City employees. "Two years" experience is defined as:
 - B.1.2.1 A Travis County ESD must have carried their TCFP certification for at least 24 of the previous 48 months.
 - B.1.2.2 Over the last 12 months, the firefighter must have worked at least 2,000 hours for ESD 4 classified as a full-time firefighter by TCFP.
 - B.1.2.3 Have, at minimum, Texas Commission on Fire Protection (TCFP) Basic Structure Firefighter Certification.
 - B.1.2.4 Have Emergency Medical Technician (EMT) Certification in Travis County.
 - B.1.2.4 Be currently credentialed by Travis County Office of Medical Director.

B.1.2.5 Pass a Candidate Physical Ability Test (CPAT) administered by AFD.

B.1.2.6 Pass drug screening administered by AFD.

B.1.2.7 Provide response to written AFD psychological assessments.

B.1.2.8 Pass a criminal, financial and driving background check:

B.1.2.8.1 If there is any ambiguity about a failure on the background checks, PSO will call the firefighter for clarification about mitigating circumstances and pass that information on to the Executive Review Team.

B.1.2.8.2 The Executive Review Team will include a Local 975 representative who sits on the Cadet Oversight Committee and, whenever possible, also works in the Ed Services chain of command.

B.1.2.8.3 The Fire Chief makes the final determination as to whether the firefighter is disqualified.

B.2 ASSESSMENTS

ESD 4 firefighters must pass the following assessments to determine final eligibility after the final signing of Agreement between City and ESD 4 and prior to attending AFD Merger training:

B.2.0 Incumbent Medical Testing.

B.2.1 Psychological Evaluation.

B.2.2 Run on a treadmill to simulate 12 Metabolic Equivalent of Tasks (METs) of aerobic capacity. The candidate is allowed to reschedule if the cause for the reschedule is self-disclosed 24-hours prior. The candidate is allowed 2 attempts within one week to demonstrate 12 METs via the treadmill.

B.2.2.0 If there is any ambiguity about a treadmill, medical or psychological failure, Wellness Center doctors/personnel will ask the firefighter for clarification about mitigating circumstances and pass that information on to the Executive Review Team.

B.2.2.1 The Executive Review Team will include a Local 975 representative who sits on the Cadet Oversight Committee and, whenever possible, also works in the Ed Services chain of command.

B.2.2.2 The Fire Chief makes the final determination as to whether the firefighter is disqualified.

B.3 ESD 4 RESPONSIBILITIES DURING TRAINING

ESD 4 employees who meet the requirements including both qualifications and assessments, would then:

- B.3.0 Prepare for and attend a Merger Training Academy provided by AFD.
- B.3.1 Continue to be employed by ESD 4 until fully employed by City when the FY18 Agreement Term begins.
- B.3.2 Surrender their current ESD 4 firefighter position or rank when transferred to AFD.
- B.3.3 ESD 4 will pay City for Merger Training for three team leaders, lead instructors and adjuncts.
- B.3.4 ESD 4 will pay City for firefighter Personal Protective Equipment (PPE) and Self Contained Breathing Apparatus (SCBA) an amount up to, but not exceeding \$163,000 in FY17 so equipment can be ordered and will arrive in advance of the first day of FY18.
- B.3.5 ESD 4 will provide limited access to Personal Protective Equipment (PPE) and Self-Contained Breathing Apparatus (SCBA) to ESD employees taking Merger Training.
- B.3.6 City will provide PPE and SCBA to ESD 4 employees not having access to such during Merger Training.

B.4 AFD RESPONSIBILITIES DURING TRAINING

AFD will provide a modified Merger Training Academy over approximately 360 hours or roughly 10 weeks.

B.4.0 Preparation Period:

- B.4.0.0 An AFD Liaison is assigned to ESD 4 to assist firefighters with the transition during the Preparation Period prior to the Effective Date of the Agreement.
- B.4.0.1 A preparation packet is provided to ESD 4 firefighters at the beginning of the Preparation Period. The packet consists of:
- B.4.0.2 AFD Policies in the same format and content provided to all other PFFs.
- B.4.0.3 Cadet and Probationary Firefighter (PFF) Skills descriptions - skill sheets

and videos.

B.4.1 Merger Training Academy:

B.4.1.0 ESD 4 firefighters will attend the Merger Academy at the City Public Safety Training Facility on Shaw Lane.

B.4.1.1 Merger training will begin after the Effective Date of the Agreement.

B.4.1.2 ESD 4 firefighters will remain ESD 4 employees assigned to a forty-hour work week while attending training.

B.4.1.3 Cadet and PFF skills used in ESD 4 Merger training are the same skills expected of new AFD cadet hires at the Effective Date of this Agreement. No new skills will be added that have not been validated, nor curriculum added that was not addressed in the materials provided in the prep packet.

B.4.1.4 Cadet and PFF ESD 4 Merger training standards for performance evaluation and discipline, up to and including termination, are the same standards described in the AFD Cadet Manual that is being used at the Effective Date of this Agreement.

B.4.1.5 ESD 4 firefighters are evaluated on all Cadet and PFF skills while in Merger training.

B.4.1.6 ESD 4 firefighters must be prepared for a faster pace in Merger Academy training because they are experienced firefighters and they were introduced to the skills during the Preparation Period.

B.4.1.7 The Merger Academy will include more scenario-based training than traditional cadet classes. Scenarios will focus on, but will not be limited to, wildland, high rise, fire attack, Rapid Intervention Company (RIC) and EMT skills.

B.4.1.8 AFD will provide classrooms, training props and equipment, drill fields, instructors and fitness guidance during the academy.

B.4.1.9 In the event that an ESD firefighter cannot complete academy training due to a physical injury, the firefighter will not be offered a position with AFD. However, the firefighter will be given the opportunity to attend the next traditional AFD academy (all 28 weeks) based on his/her ability to meet conditional requirements based on his/her dismissal circumstances.

B.4.1.10 The Fire Chief makes the final decision on whether or not an ESD 4 firefighter has successfully completed the Merger Training Academy. That decision is not subject to review, including by and not limited to the ESD 4 Board, the Travis County Commissioner's Court, the Austin City Council, or a District Court.

B.4.2 Training Completion:

B.4.2.0 After successful completion of Merger training, ESD 4 firefighters will be provided with proof of training completion (certificate) and a final hire offer from City.

B.4.2.1 Certificate of completion will be accompanied by:

B.4.2.1.0 Information on the training provided.

B.4.2.1.1 AFD Cadet Class number 122 motto and background.

B.4.2.1.2 Verification that the ESD 4 firefighter completed the training successfully.

B.4.2.1.3 Any awards or accolades received by the ESD 4 firefighter during training.

B.4.2.2 City's final hire offer will include:

B.4.2.2.0 Rate of pay as a Probationary Firefighter is equivalent to an AFD two-year firefighter.

B.4.2.2.1 Rate of pay as an ESD Firefighter in year 1 and year 2 is the same as an AFD two-year firefighter.

B.4.2.2.2 At the firefighter's 3rd anniversary of their hire date, ESD Firefighter rate of pay is the same as an AFD three-year firefighter.

B.4.2.2.3 Information on seniority and benefits.

B.4.2.2.4 Station assignment.

B.4.2.2.5 Instructions for AFD Human Resources final on-boarding for new employees.

B.5 FIREFIGHTER PROBATION

ESD 4 firefighters are required to meet the State Civil Service statute on probation upon becoming a City employee.

B.5.0 Probation begins with the first day of City of Austin employment and ends 365 days later.

B.5.0.0 It is anticipated that the first day of City employment will be the same date as the start of the FY18 Agreement term, October 1, 2017.

- B.5.1 Terms of employment while on Probation are the same for ESD 4 firefighters as are in effect for all other AFD training academy graduates based on Agreement Effective Date.
- B.5.2 Class 122 will be evaluated under the same Probationary Manual as Class 121. Performance evaluation of ESD 4 firefighters while on Probation are the same as for all other AFD training academy graduates. Twenty-four (24) weeks after academy graduation, there will be an exam that covers the following:
- B.5.3 For each PFF training module, ESD 4 firefighters shall practice and be tested by their Captain on one Fire and one EMT module, chosen by the Captain.
- B.5.4 PFF practices and test results shall be placed in the AFD Records Management System.
- B.5.5 PFF resources test.
- B.5.6 The Fire Chief makes the final decision on whether or not an ESD 4 firefighter is hired and/or has successfully completed the Probation period. That decision is not subject to review, including by and not limited to the ESD 4 Board, the Travis County Commissioner's Court, the Austin City Council, or a District Court.

B.6 WAGES, SENIORITY & STATION ASSIGNMENTS

- B.6.0 Wages: ESD 4 firefighters will be paid as a two-year AFD firefighter upon becoming a City employee. Pay will not increase until the third anniversary of the firefighter's hire date.
- B.6.1 Seniority: Regardless of the pay rate established for ESD 4 firefighters, seniority for the purposes of longevity pay shall begin from the date of hire.
- B.6.2 Promotion Eligibility: ESD 4 firefighters must meet the same promotional eligibility as AFD firefighters hired through the regular initial hiring process - two years in the classified rank prior to promotional exam eligibility.
- B.6.3 Tie-Breakers: In the event of a tie on a promotional exam:
 - B.6.3.0 The current first tie-breaker of "time in rank," will serve adequately between any two members regardless of merger unless they have the same hire date.
 - B.6.3.1 All ESD 4 firefighters will have the same AFD hire date, requiring additional layers of tie-breaker rules in the following order:
 - B.6.3.1.0 Highest rank held in original/merged department.
 - B.6.3.1.1 Time held in that rank.
 - B.6.3.1.2 Date of hire with original/ merged department.

B.6.3.1.3 If needed, randomized lottery.

B.6.4 Vacation Selection: Maintain system of selecting vacation dates based on current Operations Division vacation rules.

B.6.5 Force Reduction: Maintain current civil service order of release and rehire for any future force reductions:

B.6.5.0 The current CBA gives further protection to members demoted/laid off and placed on reinstatement lists. Those protections should be maintained and should apply equally to merged members.

B.6.5.1 All ESD 4 firefighters will have the same AFD hire date, requiring additional layers of rules determining the order of release and rehire in the following order:

B.6.5.1.0 Hire date with original/merged department acts as seniority to order those members for last-in/ first-out decisions.

B.6.5.1.1 The lowest seniority date with the original/merged department would be the first to be laid off.

B.6.5.1.2 The highest seniority date with the original/merged department would be the first to be rehired

B.6.5.1.3 This date/order would need to be determined at the time of hiring and maintained by the civil service commission.

B.6.6 Station Assignments: Merging ESD employees shall receive a station assignment upon completion of the AFD Training Academy through the normal AFD station assignment process. The exceptions below shall remain in place until successful completion of their probationary period:

B.6.6.0 Merging ESD employees shall not receive an assignment to any fire station located within the former ESD's response area.

B.6.6.1 Merging ESD employees shall not be grouped in one geographical area but shall be dispersed throughout the entire department and across all three shifts.

B.6.6.2 Merging ESD employees shall not be assigned to the same unit on the same shift.

B.7 CITY/AFD COLLECTIVE BARGAINING AGREEMENT

ESD 4 firefighters hired by the City through this Agreement are entitled to the same benefits and coverage of the CBA in existence on the effective date of this Agreement between the City and AFA Local 975, as well as any successor CBA, to the same extent the CBA is applicable to firefighters hired through the hiring process set forth in Article 17 of the CBA. This Agreement does not create any additional CBA benefits for an ESD 4 firefighter except as may be provided for in Appendix C of the CBA.

B.8 STAFFING RESPONSIBILITIES AT ESD 4 STATIONS

AFD will provide the staffing resources to assemble a Full Alarm Assignment, as per National Fire Protection Association (NFPA) 1710 guidelines, without requesting additional mutual aid resources.

Exhibit C: Facilities and Utilities, Maintenance and Operation Costs

C.1 ESD 4 Property

- C.1.0 ESD 4 owns three fire stations and a fourth property:
 - C.1.0.0 Station 401 at 14312 Hunters Bend Rd., 6,020 sq. ft., 4 engine bays.
 - C.1.0.1 Station 404 at 3400 Andree Dr., 3,040 sq. ft., 2 engine bays
 - C.1.0.2 Station 407 at 4200 City Park Rd., 1,636 sq. ft., 2 engine bays.
 - C.1.0.3 A property of 0.79 acres located at the end of Glen Lake Dr., on which sits 911 Drive.
- C.1.1 City will occupy fire stations 401 and 407 only and makes no claim to Fire Station 404 nor the 911 parcel in respect to utilization or obligation, beyond those included herein.
- C.1.2 ESD 4 will maintain ownership of all three fire stations, the property on which they sit and the fourth parcel.

C.2 UTILITIES

- C.2.0 ESD 4 must maintain access to utilities: water/wastewater, sewer, electric, telephone and data and gas if applicable.
- C.2.1 AFD will transfer and pay billing for all utilities to station 401 and 407.

C.3 STATION PREPARATION

- C.3.0 ESD 4 shall pay contractors from the Reserve Fund for expenses related to upgrading the two fire stations to City standards.
- C.3.1 ESD 4 expenses for the upgrades shall be an amount up to, but not exceeding \$150,000 and will include:
 - C3.1.0 Changes to stations so they are compliant with the Americans with Disabilities Act and City code. Changes include ADA access to first floor restrooms and kitchen.
- C.3.2 Adding Plymo-vent systems for apparatus exhaust removal in fire stations.
- C.3.3 Transitioning internet access for City business:

C.3.3.0 Station 401 will access the City GATTN system.

C.3.3.1 Station 407 will continue to access the internet carrier used by ESD 4 for station alerting (Time Warner).

C.3.4 Changes to ensure gender neutral locker rooms. Changes include additional lockers adjacent to women's restroom.

C.3.5 Ensuring that both stations have at least four parking spaces for firefighter vehicles. All ESD 4 furniture and appliances will remain in the two fire stations for use by AFD.

C.4 STATION MAINTENANCE AND OPERATIONING COST

C.4.0 ESD 4 will pay City to maintain and operate stations 401 and 407 and their contents (see also Exhibit A: Cost Model with cost template showing FY 18 estimated expenses).

C.4.1 ESD 4 shall grant a license to City for use of all Fire Station pre-existing furnishings and appliances.

C.4.2 City shall be responsible for maintenance and replacement of all furnishings, but when replaced, replacement furnishings and appliances shall be the City's property.

C.4.2.0 Furnishings include all kitchen appliances, furniture in living quarters including beds and seating in common areas, office furniture, and office equipment.

C.4.2.1 Appliances include a washer/extractor for Personal Protective Equipment installed at station 401.

C.4.1 Maintenance services include, but are not limited to:

C.4.1.0 Minor carpentry, plumbing, and electrical services.

C.4.1.1 Furniture repair and replacement.

C.4.1.2 Appliance repair and replacement.

C.4.1.3 Minor remodeling.

C.4.2 Operating Cost include, but are not limited to:

C.4.2.0 Station supplies, utilities, pest control.

C.4.3 Beginning in FY19, the Coordinating Committee will determine the maintenance and operating fees during annual budgeting.

C.5 MAJOR REPAIRS AND REPLACEMENT OF STATIONS

C.5.0 For the life of this Agreement, ESD 4 will assume liability for any major damage or repairs to fire stations 401 and 407.

C.5.0.0 Major damage or repair is defined as structural damage to the foundation, exterior walls or roof, and replacement of HVAC.

C.5.0.1 Examples of major repairs include, but are not limited to, roof replacement, foundation repair, and HVAC repair.

C.5.1 In FY22, a facility assessment will be performed to determine if capital improvements are needed at stations 401 and 407 to maintain their value and meet the needs of the firefighters residing there.

C.5.2 In FY23, the Coordinating Committee will review the facility assessment and determine a schedule for capital improvements to be paid from the ESD 4 Reserve Account.

C.6 ESD 4 INTENTIONS WITH REGARD TO STATION 404

C.6.0 ESD4 reserves the right to maintain and operate station 404 and the property on Andree Dr as seen fit by ESD 4's Commissioners.

C.6.1 However, no disposition of station 404 by lease, sale, gift, or other transfer shall occur less than 60 days after ESD 4 provides to the City written notice of such a disposition.

C.7 COA INTENTIONS REGARDING CLOSING ESD 4 STATIONS.

C.7.0 The City herein states they have no plans to close Station 407 on City Park Rd. during the term of this agreement.

C.7.1 The City herein states they have no plans to close Station 401 on Hunters Bend Rd. during the term of this agreement.

C.7.2 The City herein states they have no intentions to close 911 Dr. during the term of this agreement.

Exhibit D: Apparatus– Maintenance and Operating Costs

D.1 APPARATUS PROVIDED BY CITY

- D.1.0 The City will at all times supply two Type 1 fire engines to be deployed in ESD 4 Fire Stations.
- D.1.1 The apparatus will be front-line, compliant apparatus of the same nature, quality and reliability found at any City fire station.
- D.1.2 ESD4 will pay \$40,000 per year, per fire engine, as a User Fee beginning FY2021.

D.2 ANNUAL APPARATUS MAINTENANCE and OPERATIONAL COSTS

- D.2.0 ESD 4 will pay City to maintain and operate the two apparatus (see also Exhibit A: Cost Model with cost template showing FY 18 estimated expenses).
- D.2.1 Annual maintenance and operating costs, include but may not be limited to: Fuel, Scheduled preventative maintenance as per COA Fleet guidelines, repairs and replacements made necessary by ordinary wear and tear.
- D.2.2 The City will arrange and pay the cost to maintain an inventory of loose equipment, tools, appliances, hoses and ladders, etc. to be used in connection with such two apparatus as are supplied and equipped on other City fire engines.
- D.2.3 Beginning in FY19, the Coordinating Committee will determine the maintenance and operating fees during annual budgeting.

D.3 APPARATUS AND EQUIPMENT PROVIDED BY ESD 4

- D.3.0 ESD 4 is selling to City two apparatus identified as Engine 401, 2011 Spartan/Smeal Pumper (valued at \$148,000), and Engine 411, 2005 Pierce Contender (valued at \$40,000), on terms agreed by ESD 4 and the City. In exchange, City will waive ESD 4 apparatus user fees for three years, until FY2021.
- D.3.1 All ESD 4 equipment directly attached to such fire apparatus will remain on the apparatus for use by AFD. Loose firefighting equipment, tools, fittings, etc. that would constitute a normal front-line Type 1 engine will transfer to the City with each apparatus, including mobile radios, mobile data computer (MDC), modem, Knox box, tools, equipment, and hose. City shall pay the ongoing cost to maintain and replace all such apparatus equipment, tools, and hose.
- D.3.2 Additional ESD 4 vehicles and equipment may be made available for purchase by City in FY 17 or FY 18 including, but not limited to:
 - D.3.2.0 UNICUS III Total System, 6000 psi, with three-bottle stations (air bottle refill compressor), estimated value \$15,000.

D.3.2.1 Approximately 30 air bottles compatible with AFD Self-Contained Breathing Apparatus, estimated value \$500 each.

D.3.2.2 BC401 and BC402, Ford F-350s with shell, pullout, mobile radio, Mobile Data Computer, modem, and Knox Box, estimated value \$18,500 each.

D.3.2.3 6x6 ATV with trailer, estimated value \$10K.