

## **FIRE PROTECTION SERVICES AGREEMENT**

The purpose of this Agreement is to implement the charter amendments approved by the City electorate at a referendum held on November 6, 2012 regarding the provision of fire fighting and related emergency services in the City of Stamford (the “Charter Amendments”), a copy of which Charter Amendments are attached hereto as “EXHIBIT A.”

This Agreement, pursuant to and in accordance with the Charter Amendments, is intended to permit the Volunteer Fire Departments, jointly and severally, to continue to function as legally separate and individual not-for-profit corporate entities, while at the same time consolidating their respective fire fighting and emergency operations with those services provided by Stamford’s career fire department, historically known as “Stamford Fire and Rescue” (“SFR”), so as to operate as a single Fire Department for the City of Stamford (the “Department”) under the direction of “the Chief” identified in the Charter Amendments (the “Chief”).

Career and Volunteer personnel of the Department shall be treated fairly and equally under the reasonable rules and regulations, standard operating procedures and/or general orders of the Department, while recognizing that differences inherent in volunteer and paid employment may affect the impact of some practices.

Subject to the terms and conditions hereof, each of the Volunteer Fire Departments shall permit the use of their respective fire stations, fire fighting apparatus and equipment, together with the firefighting services of their respective volunteer fire fighters, by the Department.

Titles to the respective fire stations, fire fighting apparatus and equipment (including any replacements of the same) used by the Department and owned by the Volunteer Fire Departments shall remain in name of the respective Volunteer Fire Departments.

The Volunteer Fire Departments shall continue to maintain operational control and ownership over their respective fire stations, fire apparatus and equipment (including any replacements of the same), including, without limitation, the right to make decisions concerning the use, occupancy and alterations of their respective fire stations.

The City shall insure against damage or loss to property which it uses that is owned by the Volunteer Fire Departments.

The Chief, subject to the agreement and cooperation of the Chiefs of the respective Volunteer Fire Departments, shall endeavor to assign career personnel to the Volunteer Fire Departments as necessary to ensure adequate fire and rescue coverage in the respective volunteer fire districts. The Chiefs of the respective Volunteer Fire Departments shall not unreasonably withhold their agreement and cooperation with such assignments.

The Chief, in considering which career personnel to assign to any Volunteer Fire Department (The City agrees that the initial 8 volunteer list FEMA hires will be assigned to TOR and not removed unless TOR or the employee requests removal.) shall take into consideration and seek to accommodate the individual career personnel's desire to be assigned to a Volunteer Fire Department. The Chief shall not unreasonably refuse to grant such accommodation.

The City shall not house, station or assign any career personnel and/or city owned fire apparatus in the respective volunteer fire stations, without the express written consent

and agreement of the Volunteer Fire Department to receive and house the career personnel and/or city-owned fire apparatus. Such consent shall not be revoked without reasonable grounds and 30 days' notice of the intent to revoke.

The Chiefs of the respective Volunteer Fire Departments shall have the right, after good faith consultation with the Assistant Chief for Volunteer Services and the Chief, to request the transfer of any career personnel assigned to that Volunteer Chief's Volunteer Fire Department from that Department and the Chief shall not unreasonably deny that request.

Unless otherwise mutually agreed, the City shall not assign city-owned apparatus to a Volunteer Fire Department having or requiring a minimum staffing of more than three and/or four career personnel, depending upon minimum staffing under the Local 786 CBA, so that on-duty career personnel and available qualified volunteers may be formed into and work together as a task force or response team under the direction of the ranking career officer assigned to the particular apparatus. Career and volunteer personnel working together as a task force or response team shall include splitting the task force or response team among different apparatus, as appropriate. Subject to pre-arrangement and approval by the Chief, career personnel will split into a task force even if no volunteers are at the station. At all times, there shall be a minimum of two seats available for volunteer personnel. The Volunteer Fire Departments' respective volunteers shall be entitled to ride out on any primary, career-staffed apparatus (e.g., Engines 6, 7, 8, and 9) operating from their respective fire stations, and become a part of the firefighting team, provided that any such volunteers are qualified to do so. At a minimum, in order to ride on such a primary, career-staffed fire apparatus, a volunteer shall be required to hold and maintain Connecticut firefighter I and Connecticut emergency medical response

technician certifications (“EMR”), and will comply with the City accountability system and the agreed upon Volunteer Staffing Policy. Career personnel assigned to any Volunteer Fire Department fire station will act in good faith so as to not cause career apparatus to be occupied for the purpose of denying volunteers a seat.

Career apparatus and crew assigned to a Volunteer Fire Department shall operate as a combined unit for that Volunteer Fire Department, such that, for example, if Engine 8 is assigned to TRFD, it will operate as Engine8/64. The response of such a combined unit shall be counted as a response from the Volunteer Fire Department from which it responded for purposes of call volume and reporting.

The Department shall function under a single set of Standard Operating Guidelines (“SOGs”) and a standard set of house rules for each fire station, provided that the same may vary from location to location depending upon differences such as geography, staffing, water supply or other considerations, as determined by the Chief upon good faith consideration of input offered by the Assistant Chief for Volunteer Services and/or the Volunteer Chiefs.

All career personnel assigned to a Volunteer Fire Department will report up through the chain of command of the unit to which they are assigned in all aspects of their positions, including, without limitation, station assignments, work schedules, training schedules, house duties, emergency responses, fire ground operations, etc. Likewise, all career personnel shall recognize the chain of command of the ranking volunteer officers in his or her volunteer station and all volunteer personnel shall recognize the chain of command of ranking career officers assigned to his or her volunteer station.

Subject to the authority of the Chief, disciplinary issues, if involving career personnel, shall be directed by the Chief or Assistant Chief of the volunteer department involved to the ranking career officer assigned to that Volunteer Fire Department for resolution. Likewise, disciplinary issues involving volunteer personnel shall be directed by the ranking career officer assigned to that Volunteer Fire Department to the Chief or Assistant Chief of the volunteer department for resolution.

Command of the fire ground and other emergency incidents will follow the protocols of the National Incident Management System ("NIMS"). The chain of command, in reverse order, is the first arriving qualified: firefighter, Lieutenant, Captain, Deputy Chief (Unit 4), Assistant Volunteer Chief, Volunteer Chief, Assistant Chief for Volunteer Services, Assistant Chief for Career Services, and (the) Chief. Volunteer officers may take command in other districts consistent with NIMS' protocols.

The Chief shall consider and take into account in good faith input offered by the Assistant Chief for Volunteer Services and/or the Volunteer Chiefs concerning collective bargaining issues having potential impact on the Volunteer Fire Departments, singularly or collectively.

The Volunteer Fire Departments shall have the right to enter into, modify and enforce their mutual aid agreements with the Chief's approval which shall not be unreasonably withheld.

The Parties recognize that training is critical to firefighting and firefighter safety and that joint training by and among volunteers and paid fire fighters working from the same firehouses helps maintain and foster a team approach to firefighting. The City agrees, therefore, that the volunteers and the Volunteer Fire Departments' respective Training Officers shall have the right to participate in all career training programs and

qualified volunteer training officers will have the ability to become a part of the career training cadre, including joint training of volunteers and any career fire service personnel working within a volunteer fire service district or assigned to a volunteer fire station. Further, the City shall use reasonable efforts to schedule training for the volunteers, including joint training, at times and locations that are convenient for the volunteers, so as not to be disruptive to the Volunteer Fire Departments' respective operations. However, the schedule of training for the volunteers shall not disrupt the scheduling of any training events that have already been previously booked. Career personnel assigned to the volunteer departments will be available to train with the volunteers during traditionally scheduled training times such as evenings and weekends. The City will use reasonable efforts to coordinate training schedules and topics with the volunteer Training Officers. The Volunteer Fire Departments shall have reasonable access to and the right to use and operate the fire training facility located within the City of Stamford upon reasonable notice to the Chief and subject to availability of the facility. The City shall allow qualified volunteer fire personnel to operate the training facility upon satisfactory completion by said personnel of all reasonably necessary training to operate the facility with the approval of the Department Training Chief which shall not be unreasonably withheld. The City shall provide any and all training necessary to the Volunteer Fire Departments to enable the Volunteer Fire Departments, jointly or severally, to open and operate the City fire training facility.

Commencing with fiscal year 2015-16, the Department shall operate under a single budget to be allocated equitably and fairly between the career companies and the Volunteer Fire Departments. The Volunteer Fire Departments shall submit budget proposals for their respective departments to the Assistant Chief for Volunteer Services,

who, after consultation with the Volunteer Fire Department Chiefs, will forward a final budget to the Chief for incorporation into a unified fire services budget for the Department, which unified budget shall include a line-item allocation for each of the Volunteer Fire Departments, for municipal approval through the regular budgetary processes applicable to City departments. The budget submitted by the Chief shall include amounts sufficient to pay for each of the Volunteer Fire Departments' respective costs of operation, including, without limitation, necessary costs associated with maintaining the Volunteer Fire Departments' respective fire stations, fire apparatus and other traditional capital items.

The Volunteer Fire Departments shall continue to be able to engage in individual fund raising activities for the sole benefit of the Volunteer Fire Departments.

Individual Volunteer Fire Department membership dues and the like shall remain the property of the individual Volunteer Fire Departments and may be expended in the sole discretion of the respective individual Volunteer Fire Departments.

The Volunteer Companies shall continue to be subject to the City funding processes, including but not limited to review by the Board of Finance, Board of Representatives and/or Planning Board of their operating and capital budgets. The City shall not sanction the Volunteer Companies by withholding or delaying duly appropriated operating or capital funds, and shall timely disburse the line-item allocations in the approved Department budget in 12 equal monthly installments to the respective Volunteer Fire Departments.

The Volunteer Fire Departments shall continue to have the right to directly apply for grants under their own respective FDID numbers and/or may apply under the City's

FDID number. Notice must be given to the Chief of the Department of any such applications.

In the event of any dispute arising over, under or related to this Agreement, or if any Party alleges breach of this Agreement, the Parties agree to discuss their differences in a frank and fair manner and, if necessary, agree (as a mandatory condition of this Agreement) to: (1) appeal the dispute to the City Fire Commission for resolution and, if any Party, in good faith, remains dissatisfied, (2) appoint a local attorney to serve as a mediator.

If, after mediation, the Parties are still unable to reach a resolution, the Parties shall (subject to and with out waiver of the Volunteer Fire Departments' respective rights to initiate litigation set forth herein) submit the dispute (as a mandatory condition of this Agreement) to binding arbitration in accordance with the Rules of the American Dispute Resolution Center. The arbitrator's decision shall be final and binding on the Parties. Nothing herein is intended to preclude any Party from seeking injunctive and/or prejudgment remedy relief from the courts in connection with a mediation or arbitration hereunder.

This Agreement, subject to the terms and conditions hereof, shall supersede and replace any and all prior "Management Agreements" by and between the Parties and shall operate in settlement of the existing litigation by and between the Parties.

Subject to the dispute resolution procedure set forth in this Agreement, this Agreement shall continue in effect until such time as the Charter for the City of Stamford is amended in such a manner as to cause this Agreement to become unworkable and/or, in the good faith judgment of a Party to the Agreement, it is unworkable. Any Party believing that the Agreement is unworkable and should be terminated must give thirty



(30) days' written notice to all other Parties. If there is a dispute as to whether the Agreement has become or is unworkable and should be terminated, then the Agreement shall remain in full force and effect until such time as final decision is reached pursuant to the terms and conditions set forth in the aforesaid dispute resolution procedure, plus thirty (30) days from the date of said decision. Under all circumstances, the City shall continue to fund the Volunteer Fire Departments' respective reasonable costs of operations and capital expenses provided the departments continue to provide firefighting and/or other emergency services.

If, should the City give notice that it intends to terminate and/or revoke the Agreement, a final decision to terminate the Agreement is reached pursuant to the aforesaid dispute resolution process, then the Management Agreement by and between the City and TOR, dated March 10, 2000, shall be reinstated, subject to the Parties' respective rights, claims and defenses thereunder and thereto.

The City Fire Marshal may use the services of any volunteers qualified to perform fire marshal or fire inspector services.

This Agreement shall bind the City only as to those Volunteer Fire Departments which have signed this Agreement.

CITY OF STAMFORD

TURN OF RIVER FIRE DEPARTMENT

By \_\_\_\_\_  
Mayor David R. Martin

By \_\_\_\_\_  
Frank Jacobellis, Chief

By \_\_\_\_\_  
Peter M. Brown, Fire Chief

By \_\_\_\_\_  
Matthew Maounis, Assistant Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF STAMFORD AND  
TURN OF RIVER FIRE DEPARTMENT**

MEMORANDUM OF UNDERSTANDING made this      day of April, 2014, between THE CITY OF STAMFORD (the "City"), a municipal corporation organized and existing under the laws of the State of Connecticut, acting by David R. Martin, its Mayor, or his designee and the TURN OF RIVER FIRE DEPARTMENT, INC

WITNESSETH

WHEREAS, the City, the Turn of River Fire Department, Inc. [TOR] and others are parties in litigation ("the litigation") concerning various issues affecting the provision of fire services in the City of Stamford that arose out of revisions to the Charter of the City of Stamford which became effective on December 1, 2012.

WHEREAS, there are volunteers who are members of the TOR Fire Company who are qualified to provide fire marshal services [the TOR volunteer Deputy Fire Marshals].

WHEREAS, the Court issued a decision in December 2013 which found that there was only one Fire Marshal in the City of Stamford and that the TOR volunteer Deputy Fire Marshals had no authority to act as fire marshals within the TOR Fire District without authorization from the City of Stamford Fire Marshal so to act.

WHEREAS, the City and TOR agree that it is in the best interests of both parties for the Fire Marshal of the City to authorize the eligible qualified TOR volunteer Deputy Fire Marshals to provide fire marshal services within the TOR Fire District subject to the terms and conditions set forth herein.

NOW THEREFORE, the City and TOR agree:

1. The Fire Marshal of the City of Stamford grants the eligible qualified TOR volunteer Deputy Fire Marshals authority to carry out and perform fire marshal duties within the TOR Fire District, as assigned by the City Fire Marshal, and under the direction and supervision of the City Fire Marshal or his or her designee.

2. No reasonable request by a TOR volunteer to enroll in the Connecticut Fire Marshal class(es) which is(are) free of charge in order to become a Connecticut State Certified Fire Marshal will be denied, subject to state class size limitations and enrollment requirements.

3. The City will provide online access, on at least a weekly basis, to TOR management concerning Fire Marshal activities within the TOR district.

4. This Memorandum of Understanding ("MOU") contains the entire agreement between the parties hereto, and no oral statements or promises and no understanding not embodied in this writing shall be valid or binding upon either the City or TOR. Any modification of this MOU shall be in writing and executed with the same formality as this MOU.

5. This MOU will expire automatically when the litigation between the City and TOR ends or when the City and TOR enter into an Agreement to settle the litigation whichever first occurs.

6. This MOU shall be governed by the laws of the State of Connecticut.

CITY OF STAMFORD

By \_\_\_\_\_  
Kathryn Emmett, Esq.  
Director of Legal Affairs and Corporation Counsel  
City of Stamford  
888 Washington Boulevard  
Stamford, CT 06904  
203-977-4082

Date: \_\_\_\_\_

TURN OF RIVER FIRE DEPARTMENT, INC.

By \_\_\_\_\_  
Mark J. Kovack, Esq.  
Berchem, Moses & Devlin, P.C.  
1221 Post Road East, Suite 301  
Westport, CT 06880  
203-227-9545  
Its attorneys

Date: \_\_\_\_\_

## **TOR/SAFER GRANT Points of Agreement**

- By the 90 day FEMA deadline, TOR will hire 8 firefighters through the below described City HR hiring process
- Selection process will be based on identified objective criteria – *i.e.*, a training and experience “exam”
- The “exam” will be open only to active Stamford volunteers
- Veteran’s points will be awarded
- The “exam” will generate a separate, rank-ordered hiring list which will be used for TOR’s hiring of the initial 8 FEMA grant firefighters
- Hiring of the initial 8 will be done from the list by the Fire Commission, with advice from the Chief of the City of Stamford Fire Department [the Chief of the Department] and the Chief of TOR, under the rule of 3/5
- The initial 8 firefighters will be assigned to work at/for the TOR volunteer company
- After the initial 8 firefighters are hired, the additional 16 SAFER grant firefighters will be hired by the Fire Commission with the advice of the Chief of the Department
- All FEMA SAFER grant hired firefighters will be TOR employees for the two year period that the grant is in effect; and, after that, all SAFER grant hires will automatically become City employees
- For the two year life of the grant, the City of Stamford will be a joint employer of the FEMA SAFER grant hired firefighters.
- The FEMA SAFER hires who are not assigned to work at/for TOR will be assigned at the Chief of the Department’s discretion where needed
- City will commit to continuing to assign (at least) 8 paid firefighters to work at TOR
- TOR will have input to which firefighters are assigned to TOR
- City will assign eight officers, with TOR input to selection, to TOR
- City will assign eight drivers with TOR input to selection, to TOR
- The City will set up a separate Department Code through which it will pay the SAFER grant hires and TOR will reimburse the City for the cost of these personnel with the proceeds of the SAFER grant

- The City will train the SAFER grant hires through its in house training process
- SAFER hires will be hired within the 786 bargaining unit and will have CBA salaries and benefits
- TOR will reimburse City only to extent of the grant requested salary/benefit amounts
- The City will pay for or provide equipment and medical exams for the initial SAFER hires

CITY OF STAMFORD

TURN OF RIVER FIRE DEPARTMENT

By \_\_\_\_\_  
Mayor David R. Martin

By \_\_\_\_\_  
Frank Jacobellis, Chief

By \_\_\_\_\_  
Peter M. Brown, Fire Chief

By \_\_\_\_\_  
Matthew Maounis, Assistant Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_