

Julie Masters, Mayor  
Charles Suderman  
Mary Dunbaugh  
Walter Wilson

**MINUTES**  
City of Dickinson  
**CITY COUNCIL**  
**SPECIAL WORKSHOP**  
**MEETING**

Kerry Neves  
Louis Decker  
William H. King III, Mayor Pro Tem  
Julie M. Johnston, City  
Administrator

**MARCH 9, 2010**

The Dickinson City Council met in a duly called and announced **SPECIAL WORKSHOP MEETING** on **MARCH 9, 2010**. The meeting was held in the City Council Chambers located at 4403 Highway 3, Dickinson, Galveston County, Texas, and was held for the purpose of considering the following items:

**ITEM 1.) CALL TO ORDER AND CERTIFICATION OF A QUORUM**

Mayor Masters called the meeting to order at 6:00 p.m. City Secretary Carol McLemore called roll and certified a quorum. Council Members present were as follows: Mayor Julie Masters, Mayor Pro Tem William King and Council Members Charles Suderman, Mary Dunbaugh, Walter Wilson, Kerry Neves, and Louis Decker. Also present were City Administrator Julie Johnston, Fire Marshal Norman Hicks, Assistant Fire Marshal Lee Dawson, Director of Public Works Kellis George, Building Official Kevin Byal, and Finance Director Mary Young.

**ITEM 2.) BRIEFING, DISCUSSION AND DIRECTION CONCERNING:** Unresolved Issues Related to Proposed Fire Protection Services Agreement with Dickinson Volunteer Fire Department.

City Attorney Loren Smith began the discussion by noting that he had understood from John Pfenig that, if the City was willing to delete the words "upon request by the Volunteer Fire Department" from paragraphs 7 and 8 of the agreement, that the Volunteer Fire Department would agree to the deal. Mr. Smith said that he had confirmed that understanding with Mr. Pfenig by e-mail since Mr. Pfenig was not going to be present at the meeting tonight. However, he then advised that he had talked with Jasper and Keith prior to the meeting, and they indicated that the volunteers were not in agreement with that proposal. Jasper Liggio, President of the Volunteer Fire Department, then addressed the Council and advised that John Pfenig had told the volunteers that the last sentence of paragraphs 7 and 8 would be deleted entirely. President Liggio stated that this was discussed at a prior meeting along with the possibility of dropping one of the Whereas clauses into the paragraphs. The City Attorney advised the Council that the insertion of the Whereas clause at issue did not resolve the issue surrounding the language "Upon request by the Volunteer Fire Department."

There was discussion about the possibility of using a mutual aid agreement between the City and DVFD instead of the Fire Protection Services Agreement, but it was determined that utilizing a mutual aid agreement would not resolve the issue at hand and would not serve as a contract for service. The City has the right, whether they are requested by the Volunteer Fire Department or not, to provide fire suppression services, and the contract should not include any language that could be construed as limiting the City from providing such services. There was discussion concerning the City's current procedures for providing fire suppression services.

The City Attorney suggested that the sentence in Paragraph 7 beginning with "Upon request by the Dickinson Volunteer Fire Department, . . ." and the sentence in Paragraph 8 beginning with "As indicated in Paragraph 7 above, . . ." could be deleted in their entirety if we could add some language along the lines that "nothing in this contract shall be construed as limiting the City's right to provide fire suppression services in the best interests of its citizens" so that it is completely understood that by taking out the "upon request" sentences there is no limitation upon the City's right to provide fire suppression services outside the scope of the contract and if we had to do it we could. Mayor Masters asked what happens to the command structure if we take out "upon request by the Dickinson Volunteer Fire Department" and the next sentence that begins "In the event the City Crews are the first upon the scene..." and replace it with the sentence the City Attorney suggested. The City Attorney responded that the revision would not have a negative impact on the City's right to provide fire suppression services. He said that obviously the last sentence in Paragraph 8 implies that they will be working together, and there is nothing in the contract that says they won't be working together, so the command structure should stay in place.

There was a discussion about the provisions of the Charter with regard to contracting with the Dickinson Volunteer Fire Department for fire suppression services.

Councilman Neves suggested inserting the following language in both Paragraphs 7 and 8 to replace the "Upon request" language previously discussed:

"Upon request by the DVFD, City-employed Fire Fighter/EMTs shall assist DVFD in fire suppression services. Unless extraordinary circumstances exist or a request has been made by DVFD, City-employed Fire Fighter/EMTs shall limit their activities to emergency medical services at any emergency scene."

Councilman Neves stated that his proposed language leaves it open so in the event City employees were first on the scene they would still be able to help. He further said that it is his intent that if City crews are first on the

scene, they could do whatever is called for to render service, whether that is fire suppression or emergency medical service. He said that when the Fire Department is either there initially or assumes command, then that is when they should limit their duties to emergency medical services. The City Attorney asked Councilman Neves if his intention was that, if City employees arrived on the scene first, they could assist with fire suppression until DVFD arrived, and Councilman Neves answered in the affirmative. The City Attorney said that the interpretation that Councilman Neves provided worked better with Fair Labor Standards Act issues than his proposed wording did.

Councilman Neves suggested changing “extraordinary circumstances” to “unless City-employed Fire Fighter/EMTs are first to arrive on the scene, or a request has been made by DFVD...” He said the new wording would read “Upon request by the DFVD, City-employed Fire Fighter/EMTs shall assist DVFD in fire suppression services. Unless City-employed Fire Fighter/EMTs are first to arrive on the scene, or a request has been made by DVFD, City-employed Fire Fighter/EMTs shall limit their activity to emergency medical services at any emergency scene.”

Mayor Masters asked if that was what the last sentence in paragraph 8 stated. The City Attorney responded that the last sentence in paragraph 8 would need to be changed somewhat. He said that the last sentence in Paragraph 8 says, as he understands it, that if city crews are the first on the scene then they would inform DVFD of the fire and the structure involved until such time as the DVFD arrives. Mayor Masters asked President Liggio if they had a problem with the wording in the last sentence in paragraph 8 which reads “In the event city crews are the first on the scene of the incident, city crews shall inform DVFD of the nature of the fire and the structure involved until such a time as a member of the DVFD arrives on the scene and assumes incident command.” President Liggio indicated that they were in agreement with that statement.

There was some discussion concerning the working arrangements between the DVFD and previous administration.

The following revisions to the proposed Fire Services Protection Agreement were directed by the Council:

(1) Paragraph 7

The sentence “Upon request by the DVFD, the City shall continue to assist DVFD in the provision of fire suppression services as appropriate and in the best interest of the citizens of Dickinson” will be deleted and replaced with: “Upon request by the DVFD, City-employed Fire Fighter/EMTs shall assist DVFD in fire suppression services. Unless City-employed Fire Fighter/EMTs are first to

arrive on the scene, or a request has been made by DVFD, City-employed Fire Fighter/EMTs shall limit their activities to emergency medical services at any emergency scene.”

(2) Paragraph 8

The sentence “As indicated in Paragraph 7 above, the City shall, upon request of the DVFD, continue to assist DVFD in the provision of fire suppression services as appropriate and in the best interest of the citizens of Dickinson” will be deleted. Further, Paragraph 8 will only contain the first sentence and will end with the word “City.” The remainder of Paragraph 8 will be moved to a new Paragraph 9 and all subsequent sections will be renumbered.

Council directed the City Attorney to prepare a clean version of the contract incorporating the above revisions and that he review it and make sure that this proposed language meets Fair Labor Standards Act requirements. He was also asked to advise the Council if any of the new language needed to be revised in order to comply with the Fair Labor Standards Act. Additionally, Council asked the City Attorney to send the revised contract to the DVFD’s attorney so they could look at it prior to the next meeting. Several Council members asked President Liggio if he thought this would go over with the members of DVFD, and President Liggio responded that he thought it would.

Mary Feldhusen, 2127 Bonita Drive, Texas City, addressed the Council concerning the need to get the contract worked out and expressed her concerns about the continued provision of services to residents.

**ITEM 3.) ADJOURN**

Councilman Wilson made a motion to adjourn the meeting at 6:46 p.m. Mayor Pro Tem King seconded the motion.


**VOTE:**

6 AYES (Suderman, Dunbaugh, Wilson, Neves, Decker and King)

0 NAYS

**MOTION PASSED.**

**PASSED, APPROVED AND ADOPTED** this the 23<sup>rd</sup> day of March, 2010.

  
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Julie Masters, Mayor

**ATTEST:**

  
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Carol L. McLemore, City Secretary

