

BOARD OF FIRE COMMISSIONERS, TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

TUESDAY 9:00 A.M. MAY 18, 1999

PRESENT:

- Jim Galloway, Chairman
- Ted Short, Vice Chairman
- Pete Sferrazza, Commissioner
- Jim Shaw, Commissioner
- Amy Harvey, County Clerk
- Katy Simon, County Manager
- Roy Slate, Acting Fire Chief
- John Rhodes, Legal Counsel

ABSENT:

- Joanne Bond, Commissioner

The Board met in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 E. Ninth Street, Reno, Nevada and conducted the following business:

AGENDA

In accordance with the Open Meeting Law, on motion by Commissioner Short, seconded by Commissioner Shaw, which motion duly carried, Chairman Galloway ordered that the agenda for the May 18, 1999 meeting be approved with the following amendment:

Delete:
Item No. 6 concerning adoption of the final budget for fiscal year 1999/2000 as action was taken regarding this item on May 17, 1999.

MINUTES

On motion by Commissioner Shaw, seconded by Commissioner Short, which motion duly carried, Chairman Galloway ordered that the minutes of the regular meeting of March 16, 1999 and the special meeting of March 23, 1999 be approved.

99-23F REPORT - DISTRICT OPERATIONS - MAY, 1999

Roy Slate, Acting Fire Chief, reviewed the monthly report of District Operations. The Board acknowledged receipt of the Operations Report for the month of May, 1999.

99-24F DISTRICT DONATION - 1975 INTERNATIONAL MINI-PUMPER - WASHOE COUNTY - EAGLEVILLE, CALIFORNIA VOLUNTEER FIRE DEPARTMENT

Roy Slate, Acting Fire Chief, advised that the donation of this fire equipment is part of a mutual aid agreement with the Township of Eagleville, California; that by transferring the title to Washoe County, the County will be in a position to address the need for used fire apparatus in northern Washoe County; and that the Eagleville Volunteer Fire Department provides emergency services to the Eagleville, Surprise Valley, and Long Valley areas of extreme Northwest Nevada and this equipment would of great benefit to that operation.

On motion by Commissioner Short, seconded by Commissioner Sferrazza, which motion duly carried, Chairman Galloway ordered that the

donation from the Fire District to Washoe County of a 1975 International 200 Chassis mini-pumper (VIN #E0350EHB15406) with an estimated value of \$1,200 be accepted.

99-25F DISTRICT DONATION - 1954 MILITARY REO TRUCK - WASHOE COUNTY - PEAVINE VOLUNTEER FIRE DEPARTMENT

Roy Slate, Acting Fire Chief, provided additional information in response to questions raised at yesterday's caucus meeting regarding the reliability of the vehicle due to its age, and the subsequent liability of the District. He advised that the Peavine Volunteer Fire Department has clarified that they intend to use parts from the equipment to upgrade a present piece of apparatus, and the vehicle will be maintained for parts in the future; and that they are willing to execute a hold harmless agreement with the District.

On motion by Commissioner Short, seconded by Commissioner Sferrazza, which motion duly carried, Chairman Galloway ordered that the Fire District donation to Washoe County of a 1954 Military REO, 6 X 6, 2 1/2 ton truck (VIN #130278), with water tank, pump, and reels with an estimated scrap value of \$500 be accepted, subject to the execution of a hold harmless agreement by the Peavine Volunteer Fire Department and the understanding that the equipment will be used only for parts.

It was noted that by transferring title to Washoe County, the County will be in a position to address the need for this used fire apparatus and its water tank and other components for use by the Peavine Volunteer Fire Department which provides emergency fire services in western Washoe County.

99-26F ANNUAL BUDGET TRANSFERS

On motion by Commissioner Shaw, seconded by Commissioner Short, which motion duly carried, Chairman Galloway ordered that the following annual budget transfers be approved:

1. \$75,000 from the General Fund to the Vacation/Sick Leave Accrual Fund - to offset costs incurred upon the resignation, retirement or termination of an employee.
2. \$10,000 from the General Fund to the Unemployment Compensation Fund - to pay unemployment claims of seasonal employee layoffs.
3. \$85,000 from the General Fund to the Extraordinary Maintenance Fund- to pay for unanticipated major repairs to buildings or equipment.
4. \$80,000 from the General Fund to the Health Benefits Fund - to fund the self-funded Health Benefits Fund to pay the Fire District's share of employee health benefits.

99-27F FIRE SERVICE CONSOLIDATION

Roy Slate, Acting Fire Chief, advised that the Board has received his report as well as a report from Howard Reynolds, Assistant County Manager, regarding the current status of fire service consolidation. Chairman Galloway noted that he requested a copy of the October, 1998 staff report that set forth certain criteria and key concerns that needed to be addressed in any agreement that was ultimately reached; and that he also directed a communication to City of Reno Mayor Jeff Griffin regarding the problems that continue with fire dispatch, which issue he considers relevant to fire consolidation.

Howard Reynolds, Assistant County Manager, advised that after returning from an extended absence last week he was asked to compare the contracts of the City of Reno and the Truckee Meadows Fire Protection District; that the document he presented to the Board at yesterday's caucus meeting outlines several critical issues identified in October that have not yet been addressed, the most significant of which he considers to be

- (1) fire station location and staffing,
- (2) amendments to the collective bargaining agreement,

(3) volunteer and auxiliary programs,
(4) mutual aid agreements and other outside contracts, and
(5) budget and funding sharing with respect to cost avoidance currently and future cost allocation; and that it is his understanding that the City of Reno will be requesting additional time in order to respond to these issues.

Mr. Reynolds then responded to questions of the Board.

Chairman Galloway commented that there was unanimous agreement by the Board in October that the critical issues identified in the staff report had to be addressed; and that he has concerns relative to some of the costs in their proposal.

Commissioner Sferrazza referred to the document provided by Mr. Reynolds outlining the differences between the two contracts and stated that he did not see anything that would indicate that the County's expectations are unreasonable; that he believes most of those issues are non-negotiable and must be addressed in some responsive manner; that he does not think a one-month extension is necessary for the City of Reno to respond to the various issues; and that if the issues are not addressed in the spirit of what was initially negotiated, he would not consider it to be a good faith response. Chairman Galloway concurred and stated that the points in the County draft or some equivalent provisions are absolutely essential, noting, however, that the request for an extension puts him in a difficult position because he did not favor a contract approach to fire consolidation.

Chuc Lowden, Fire Chief, City of Reno, advised that following the meetings that were held after both Boards agreed in March to move forward and negotiate a contract, it was realized that a significant amount of information was needed in order to draft proper language that would address the County's concerns and the needs of the City Council; that on April 2, 1999 he forwarded a letter to the Truckee Meadows Fire Protection District requesting a great deal of information they felt was necessary in order to move ahead with negotiations; that apparently the information they requested is quite cumbersome and difficult to achieve and has not yet been received by the City, which has delayed their ability to respond directly to the specific issues; and that he apologizes for the time it is taking to respond to these issues. He further stated that he does not disagree that all the issues raised in October need to be part of the package and there has been no intent to suggest that the issues raised by the County are not important to the process and to the program; that the interim draft document was brought to the table for the work group to review and was not intended to be presented to the Board for consideration as a contract; that he did not recognize the significant differences between the two documents and probably should have been working to modify the County's draft contract rather than continuing to work with the City's original contract; and that he has requested an electronic copy of the County's document in order to do an update. Chief Lowden then responded to extensive questions of the Board concerning issues relating to the volunteer firefighters, finance and budget, workman's compensation, etc. and advised that they have indicated all along that they are willing and interested in supporting the volunteers, and once they know what those services are they are willing to guarantee the same or improved level of service.

Commissioner Sferrazza requested that staff provide the City of Reno with the information they have asked for that is currently available and provide the remainder of the information as soon as possible, but noted that, in his opinion, some of the issues were very clear and were not negotiable and he does not understand why the City could not respond to budget issues, volunteer firefighters, etc.. He then stated that the City indicated there would be a savings to the County of at least \$250,000 in the first year and if the City does not believe it can continue to provide the same level of service for at least the same budget or less, he questions the purpose of consolidation. Chief Lowden advised that they believe they can provide efficiencies of service and at least the same level of service, but without identifying what that service level is, there is a reluctance of both parties to enter into an agreement that leaves those kinds of questions unanswered; that he does not want to be in a position of making assumptions about the levels of service and other issues, noting that he believes the questions coming up concerning dispatch relate to not having a clear contract document that outlines and specifies the performance criteria; that he is trying to avoid having misunderstandings because all the issues were not addressed up front; and that when the requested information is received he believes rapid progress will occur. He then stated that he indicated early on in the process that they would not be able to have an agreement by June, but believes significant progress has been made; and that with cooperation of County and City staff, they think approximately 45 days would be needed to have a document back to the Board.

Chairman Galloway commented that Chief Lowden's points were well taken but that he still did not understand why lacking certain

information was sufficient reason for not sitting down to negotiate on other points in the proposal, such as the base funding idea, etc. He stated that the City could save everybody a lot of time if consolidation is, in fact, not going to save the County significant dollars as was indicated when this issue first came up, noting that the County is now finding that it will cost the District \$250,000 just to bring wages up to the current Reno firefighters, and has also lost between \$400,000 and \$500,000 in annual revenue because of areas that have been annexed; and that if the County is going to be put in a position of having to raise rates to cover a reduced budget and cost increases, he questions the benefit of consolidation.

Chief Lowden stated that he agrees that, if money could not be saved and more efficiency provided in operations by merging the two departments into a single department, the matter should not be being discussed; that the amount of savings has vacillated between \$1/2-million to \$3-million depending on the ability to consolidate station locations, but he has not bought into any of those numbers specifically other than the fact that by merging administrations under the proposals talked about in the past he can assure a savings of at least \$250,000 to the County, and beyond that there are labor negotiations and other issues to be decided that will address costs. Chief Lowden responded to additional questions of the Board regarding volunteers and exclusive right to serve, training, insurance coverage, etc. and advised that it is their intention to provide whatever training is currently provided, which is not yet exactly known, but he could guarantee that all training required by State or Federal code or insurance services recommendations will be provided.

Commissioner Sferrazza stated that anything the County is paying for after the City takes over would have to be subtracted from the budget the County is allocating to consolidation such as maintaining insurance, etc.; and that he favors a more limited contract term of two years rather than the five-year term that is being suggested, because a two-year contract would provide the opportunity for the parties to know if they want to continue. Chief Lowden stated that he is supportive of going through a trial basis to work out the bugs and issues that may come up, noting that the five-year time period came from a report from the District as a way of determining that people were serious about giving the agreement a fair chance to succeed. Commissioner Sferrazza then requested that the City provide the same information they are requesting from the County with regard to their fire department budget, etc., so that the County can analyze and determine whether or not the City is providing the same level of service in terms of manning, etc. and to assure that the City does not reduce its effort and utilize the County's budget to subsidize the City's fire department.

Chairman Galloway stated that he thinks a lot more work could have been done before getting to this meeting today. He then advised that the County is paying \$250,000 a year for dispatch services but there are still periods of time when there is no dedicated dispatcher for the unincorporated residents, which he thinks is unacceptable, and this is the kind of issue that requires some specificity to say there will be a dedicated dispatcher at all times; that, if an extension is granted, he would like to see a full-blown effort to wrap up as many issues as possible, noting that in many cases the County simply wants no significant difference between the treatment accorded to unincorporated residents as that accorded to incorporated residents; and that the issues that most affect public safety, such as staffing levels, response times, dispatcher coverage, etc. should be concentrated on. Chief Lowden agreed that the public safety issues should be a primary concern.

Upon inquiry of Commissioner Shaw, Chief Lowden advised that the City would like to utilize the services of a third party mediator because as negotiations go along there may be a lack of agreement on several key issues and a mediator would be able to assist in resolving those issues. Commissioner Sferrazza stated that he does not support hiring a mediator as he feels the Board and County staff can make those decisions, and if agreement cannot be reached, then there simply will be no agreement.

Chairman Galloway commented that if the City of Reno wishes to hire such a person as an advisor to them, the County would respect that decision; but that he believes the County team can arrive at the best possible contract from the County point of view of negotiations.

Acting Chief Slate advised that the District has been diligently working on the list of information requested by Chief Lowden which is approximately 75% complete at this time, but felt that it was better to put the entire package together and submit it more formally to the City; and that an electronic copy of the contract is available. He then stated that they found the timeframe directed by the Board would not provide enough time to look into some of the more detailed issues, but the District wanted to move forward and hoped to be able today to show how far the process had developed, which he expected to be substantially greater than

what was illustrated in the City's document. Pursuant to discussion and concurrence of all Board members, Chairman Galloway directed that staff provide the information to the City that is currently available and furnish the remaining information when it becomes available.

Acting Chief Slate then responded to questions of the Board and advised that their concept of utilizing a consultant would not be as a mediator but more of a facilitator to assist in accomplishing the desired results; and that he does not feel it is absolutely necessary to have that person and has discussed with Chief Lowden the possibility of using a consultant after the contract is approved to assist with the more operational and functional type issues. Chairman Galloway noted that he and other members of the Board have indicated there is no appetite to give away essential points and would not want to be put in a mediation situation, but if staff is just talking about obtaining advice, that would be a different matter.

Chairman Galloway noted that people were present wishing to speak on this issue and asked that they come forward.

Paul Delorey, representing Citizens for Responsible Government, stated that the City of Reno contract presented to the Board does not meet the various criteria that have been discussed and identified; and that two points remain of interest to their organization which are not addressed in the current documents, being (1) that any agreement contain considerable clarity for the financial structure of bringing these two organizations together, and that at any point individuals would be able to review the financial structure and follow where the money comes in and what it goes to, and (2) that there be a real commitment to a regional organization whereby verbiage is included in the contract that the County and City will go to the next Legislative session to start the process of achieving a free standing regional fire protection district within five years.

Laura Carmen, representing the Hidden Valley Homeowner's Association, stated that the contracts come from two different worlds, and the tone and tenor of the City of Reno contract is that of power and control over the County; that they were dismayed to see that the initial term of the contract was stipulated to be five years instead of the three years purported in the original agreement by both the City and the County in March, and that Fire Chief Slate was to be a liaison; that they are worried that the fire stations set forth in the master plan according to the City of Reno would act as a guide, not as a document set in concrete; that they are concerned that the joint powers board is now going to be appointed rather than elected, which will water down the authority; that they are concerned about the County handing over budget monies to the City; that the unincorporated residents are concerned with their tax rate going up, the cost effectiveness of the plan which they were assured would be cost effective, and the City trying to annex their properties; and that the County needs to come from a position of power rather than subservience.

Chairman Galloway asked if there was anyone else wishing to speak and there was no response.

Chairman Galloway commented that he did not support the contract approach and is now being asked to grant an extension for a contract when he believes it would have been easier to get to a regional position with a joint powers agreement; that if he does support an extension, it should not be interpreted that he will vote for a contract; and that he continues to feel that the only way the interests of the unincorporated residents can be protected is with true representation on the governing authority.

Commissioner Short commented that he also did not vote for the contract method for consolidation and if he supports an extension, it does not guarantee he will vote for the contract.

Commissioner Shaw stated that when the County met with the City several months ago to discuss this issue, it was done on the premise of good faith and good intentions and he continues to believe that a good working document that addresses all the important issues can be developed, although he would like to have seen it done sooner than now; that he is agreeable to an extension but thinks that all the issues presented need to be addressed by the City of Reno by the first meeting in June; and that if the contract that comes forth is not agreeable, he would reconsider his support of a contract and going back to a joint powers agreement in order to salvage the process.

Commissioner Sferrazza stated that he would support an extension until June 8th and anything beyond that could be determined at that time based upon the response of the City.

On motion by Commissioner Sferrazza, seconded by Commissioner Shaw, which motion duly carried, Chairman Galloway ordered that an extension be granted to June 8, 1999 at which time a special meeting of the Truckee Meadows Fire Protection District will be scheduled; that the City of Reno provide a point by point response to the District's proposed contract, indicating the things they agree with or want modified; and that the City of Reno also address the issues raised by Mr. Delorey relative to arriving at a regional solution and clarifications regarding finance issues, as well as the issues raised by Ms. Carmen regarding joint authority. It was noted that any further extension will be determined at the June 8th meeting.

PUBLIC COMMENTS

There was no response to the call for public comments.

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There being no further business to come before the Board, the meeting adjourned.

JIM GALLOWAY, Chairman
Truckee Meadows Fire Protection District

ATTEST: AMY HARVEY, County Clerk

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