



CITY OF OAKDALE CITY COUNCIL AND OAKDALE FIRE PROTECTION DISTRICT BOARD JOINT MEETING AGENDA



The City of Oakdale recognizes and supports the Choose Civility program, an initiative of the Stanislaus County Office of Education.

City Council Chambers
277 North Second Avenue • Oakdale • CA 95361

Tuesday, April 9, 2019

5:00 PM

City Council Chambers

*Welcome to your City of Oakdale City Council
and Oakdale Fire Protection District joint meeting.*

Oakdale City Council:

*Mayor J.R. McCarty
Mayor Pro Tem Cherilyn Bairos
Council Member Ericka Chiara
Council Member Richard Murdoch
Council Member Christopher Smith*

Oakdale Fire Protection District Board:

*President Jane Lopes
Vice Chairperson Ryan Cope
Director Paul Rivera
Director Vincent Victorine*

Note: California law prohibits the City Council and Oakdale Fire Protection District Board from taking action on any matter that is not on the posted agenda unless it is determined to be an emergency by the Council/Board. All items will be referred to staff for follow-up and placed on a future agenda.

1. **Call to Order – 5:00 p.m.**
2. **City Council / District Board Members Present/Absent**
3. **Pledge of Allegiance**
4. **Presentations/Acknowledgements**
5. **Additions/Deletions**
6. **Public Comments**
This is the time set aside for citizens to address the City Council/District Board on issues within the City Council's and District Board's jurisdiction that are not on the posted agenda this evening. The Mayor will ask for a show of hands of those individuals present who wish to address the Council/District Board. Individual speakers are asked to keep spoken comments within a five-minute duration, although this time limit may be modified based on the number of people who indicate their desire to address the Council/District Board.
7. **Consent Agenda**
8. **Public Hearings**
9. **Staff Reports**
 - 9.1 Consider Approving a Letter from the Oakdale Fire Protection District Board and the Oakdale City Council responding to the Letter dated February 15, 2019 from Stanislaus Consolidated Fire Protection District.



**CITY OF OAKDALE CITY COUNCIL
OAKDALE FIRE PROTECTION DISTRICT BOARD
JOINT MEETING AGENDA
Tuesday, April 9, 2019**

10. City Council / District Board Items

11. Adjournment

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Hall, 209-845-3571. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28CFR 35.102-35.104 ADA Title II).

Any documents produced by the City and distributed to a majority of the City Council and Oakdale Fire Protection District Board regarding any item on this agenda will be made available in the City Clerk's office at City Hall located at 280 North Third Avenue, Oakdale, California.

DECLARATION OF POSTING

I, Julie Christel, Deputy City Clerk for the City of Oakdale, certify that I caused to be posted a copy of the City of Oakdale City Council and Oakdale Fire Protection District Board Joint Meeting Agenda for the Joint Meeting of Tuesday, April 9, 2019 at the City Council Chambers, 277 North Second Avenue, Oakdale, CA, 95361 on Thursday, April 4, 2019.

Dated: Thursday, April 4, 2019

/s/Julie Christel

Julie Christel

Council Services and Legislative Records Manager

Deputy City Clerk

"Cowboy Capital of the World"



City of Oakdale & Oakdale Fire Protection District
Staff Report

Date: April 1, 2019

To: Oakdale Fire Protection District Board & Oakdale City Council

From: Bryan Whitemyer, City Manager

Subject: Consider Approving Letter from the Oakdale Fire Protection District Board and the Oakdale City Council responding to the Letter dated February 15, 2019 from Stanislaus Consolidated Fire Protection District

I. BACKGROUND

In September 2014 the City of Oakdale and the Oakdale Fire Protection District (OFPD) entered into a five-year Fire Services Agreement with Stanislaus Consolidated Fire Protection District (SCFPD). Since that time SCFPD has handled all fire protection services in the City of Oakdale and OFPD jurisdictions. All fire personnel previously employed by the City of Oakdale and OFPD were transferred to SCFPD and became their employees. The City of Oakdale and the SCFPD have mutually benefitted from this contractual arrangement over the last several years.

The current five-year Fire Services Agreement expires on June 30, 2019. The City Council of the City of Oakdale will need to determine if it would like to enter into a new contract with SCFPD for an additional term or select another fire service delivery option.

The City of Oakdale sent a letter to SCFPD dated January 23, 2019 requesting a six-month fire services agreement and asked that SCFPD provide a response by February 15, 2019 (Attachment A). The OFPD sent a letter to SCFPD dated January 29, 2019 requesting a six-month fire services agreement as well (Attachment B). SCFPD sent letters dated February 15, 2019 responding to the City and OFPD. The letter to the City is included with this report as Attachment C. All three agencies in their correspondence identified items that warrant additional discussion and review.

The 2 + 2 Fire Services Committee made up of OFPD Board President Jane Lopes, OFPD Board Member Vincent Victorine, Mayor J.R. McCarty, and City Council Member Cheryl Bairo have reviewed significant information related to providing fire and emergency services to the residents of the OFPD and the City of Oakdale. Options considered included 1) creating a joint OFPD/City of Oakdale fire department, 2) contracting for fire services with other agencies, and 3) maintaining our partnership with SCFPD. After this extensive review the 2 + 2 Fire Services Committee believes that the best option at this time for the residents and businesses of the City of Oakdale, OFPD and SCFPD is to extend the agreement for a year with the goal of developing a new long-term agreement. An extension would allow for additional dialogue among the board members and staff members of all three agencies with the goal of fine tuning an agreement that has already provided significant benefits to the participating agencies.



CITY OF OAKDALE
City Council Staff Report

II. FISCAL IMPACTS

Currently, the fire services agreement has a cost to the City of Oakdale of approximately \$2,400,000 and a cost to the OFPD of approximately \$2,000,000. It is anticipated that a one-year extension would include some cost increases that could range between 2% and 5%.

III. RECOMMENDATION

The OFPD and City of Oakdale 2 + 2 Fire Services Committee recommend that the Board of Directors for the Oakdale Fire Protection District and the City Council for the City of Oakdale approve a letter to SCFPD requesting a one-year extension to the current fire services agreement that is set to expire on June 30, 2019 (Attachment D).

ATTACHMENTS:

ATTACHMENT A: JANUARY 23, 2019 LETTER FROM CITY OF OAKDALE

ATTACHMENT B: JANUARY 29, 2019 LETTER FROM OFPD

ATTACHMENT C: FEBRUARY 15, 2019 LETTER FROM SCFPD

ATTACHMENT D: DRAFT LETTER FROM OFPD AND CITY OF OAKDALE



Office of the City Manager

280 North Third Avenue | Oakdale, CA 95311 | Ph: (209) 845-3571 | Fax: (209) 847-6834

January 23, 2019

Mike Whorton, Fire Chief
Stanislaus Consolidated Fire Protection District
3324 Topeka Street
Riverbank, CA 95367

Rec'd
JAN 31 2019

Dear Chief Whorton:

Thank you for your letter of January 17, 2019. In that communication, you asked whether the City would like to continue with a contract for services with Stanislaus Consolidated Fire Protection District, and, if so, requested that the City submit a proposed contract with language modifications for your consideration by January 31, 2019.

In response, we would like to continue with a contract for services for six additional months (December 31, 2019) subject to the following conditions:

- Stanislaus Consolidated Fire Protection District (SCFPD) holds monthly 2 + 2 + 2 meetings with the City of Oakdale (City) and Oakdale Fire Protection District (OFPD).
- SCFPD hires outside firm to conduct a fiscal health assessment with input from City and OFPD.
- SCFPD amends agreement with OFPD to allow them the ability to recover costs for services provided by SCFPD within the OFPD jurisdiction.
- SCFPD allows the City of Oakdale and OFPD to be involved with the ratification of new MOU with IAFF Local 3399.
- SCFPD allows the City of Oakdale and OFPD to be involved with the review and ratification of future SCFPD operating budgets.
- Flat rate administrative charge is developed that better reflects the actual costs of hiring a new firefighter. The current administrative charge for new positions is excessive.
- Fire Intern Program is more actively supported so that interns can augment staff at City and OFPD stations on a regular if not daily basis.
- Ensure that adequate administrative personnel are available to serve the City and OFPD during the remainder of the contract.

We will provide the language modifications in a proposed contract by January 31, 2019, and, pursuant to Oakdale City Council direction at last night's meeting, need to receive your answer of acceptance or rejection to the above conditions of extension by February 15, 2019.

Sincerely,

Bryan Whitemyer
City Manager

P58

*"To Save Life & Property"***OAKDALE FIRE PROTECTION DISTRICT**

P.O. BOX 932

OAKDALE, CALIFORNIA 95361

PHONE (209) 543-0190

FAX (209) 543-6719

Board Members. *Jane Lopes, President* *Raymond Martin* *Ryan Cope* *Vincent Victorine*

January 29, 2019.

Mike Whorton, Fire Chief
 Stanislaus Consolidated Fire Protection District
 3324 Topeka Street
 Riverbank, CA

Re: Agreement for Services

Dear Chief Whorton:

Thank you for your letter of January 17, 2019. In that communication, you asked whether the Oakdale Fire Protection District ("District") would like to continue with an Agreement for services with Stanislaus Consolidated Fire Protection District ("SCFPD"), and, if so, requested that the District submit a proposed Agreement with language modifications for your consideration by January 31, 2019.

This communication reflects the collective direction of the Board of Directors at our January 28, 2019 meeting.

Respectfully, any reasonable review of the communications on this matter would reveal that the District has consistently requested the terms for continuation of the Agreement without response from the SCFPD and even a temporary Agreement extension providing time to resolve the matter.

In specific response to your letter of January 17, 2019, the District would like to continue with an Agreement for services with SCFPD for six additional months (December 31, 2019), subject to the following conditions:¹

1. SCFPD holds monthly 2 + 2 + 2 meetings with the District and the City of Oakdale ("City");
2. SCFPD hires an agreed upon outside firm to conduct a fiscal health assessment with input from District and City;

¹ The District conditions parallel conditions set forth by the January 23, 2019 communication from the City of Oakdale of which you are aware.

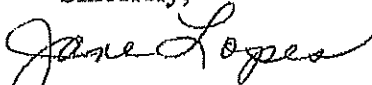
Mike Whorton, Fire Chief
 Stanislaus Consolidated Fire Protection District
 January 29, 2019
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3. SCFPD amends the Agreement with District to allow the ability to recover costs for services provided by SCFPD within the District jurisdiction;
4. SCFPD involves the District and City with the ratification of any new MOU with IAFF Local 3399 and capital expenditures to the extent they are related to its operational budget;
5. SCFPD allows the District and City to be involved with the review and ratification of future SCFPD operating budgets;
6. A flat rate administrative charge is developed that more accurately reflects the actual cost of creating any new firefighter position as the current administrative charges for new positions are excessive and unrelated to the actual costs;
7. A flat rate administrative charge is developed that reflects the actual costs of hiring new administrative personnel;
8. The Fire Intern Program is more actively supported so that interns can augment Staff at District and City stations on a regular, if not daily basis.
9. Ensure that adequate administrative personnel are available to serve the District and City during the remainder of the Agreement; and,
10. SCFPD acknowledge that a condition of the extension is to explore and analyze the possible use of a Joint Powers Authority Agreement for a long-term commitment to provide for fire services.

We will provide the language modifications in a proposed Agreement by February 5, 2019,² and pursuant to District Board of Directors direction, will need to receive your answer of acceptance or rejection to the above conditions of extension by February 15, 2019.

Thank you for your anticipated timely review of this matter. A matter of fire service and public safety.

Sincerely,


 Jane Lopes, President

cc: Board Members

Bryan Whitemyer, City Manager
 City of Oakdale

Derek Nichols, Union President

² We could not schedule a Special Meeting of the Board until January 28, 2019. We request eight days to respond on Agreement modification, the same amount of time the City had to respond.



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Christopher J. Diaz
(925) 977-3309
christopher.diaz@bbklaw.com

February 15, 2019

BY E-MAIL

City of Oakdale
280 North Third Avenue
Oakdale, CA 95361

Dear Mr. Whitemyer:

This letter is written in response to your letter dated January 23, 2019 and your subsequent email dated January 31, 2019 to Fire Chief Michael Whorton attaching a draft copy of an amendment to the Agreement to Provide Fire Services between the Stanislaus Consolidated Fire Protection District and the City of Oakdale (the "Agreement"). As you know, the Stanislaus Consolidated Fire Protection District (SCFPD) Board of Directors has conducted two Special Board Meetings since receipt of the January 23, 2019 correspondence in order to provide a timely response by your stated deadline of February 15, 2019 as follows:

1. Stanislaus Consolidated Fire Protection District holds monthly 2 + 2 + 2 meetings with the City of Oakdale (City) and Oakdale Fire Protection District (OFPD).

SCFPD Response: The SCFPD Board agrees to this proposal, and the most recently held 2 + 2 + 2 meeting was initiated by the SCFPD Board President. Prior to that, the SCFPD Board members have routinely consulted informally with the City and OFPD and will continue to do so as long as the Agreement is in effect. This will provide an even greater level of communication.

2. SCFPD hires outside firm to conduct a fiscal health assessment with input from City and OFPD.

SCFPD Response: As was discussed during the SCFPD Special Board meeting, this is a completely new request from the City and is not fully explained in your letter, particularly with respect to who will fund this effort. SCFPD did retain a consultant to provide a financial modeling tool to guide the budgetary and finance process, enabling much greater accuracy and transparency. SCFPD will be sharing this financial modeling tool, at least initially, at the SCFPD Regular Board Meeting of February 14, 2019.

3. SCFPD amends agreement with OFPD to allow them the ability to recover costs for services provided by SCFPD within the OFPD jurisdiction.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

City of Oakdale
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SCFPD Response: The SCFPD Board is fine with this proposal.

4. SCFPD allows the City of Oakdale and OFPD to be involved with the ratification of new MOU with IAFF Local 3399.

SCFPD Response: As was extensively discussed, the SCFPD is unable to accommodate this request without concurrence of the IAFF Local 3399. Either way, we believe this is a non-issue as the current MOU remains in effect until December 31, 2019, which is beyond the term of the Agreement and the currently requested 6-month extension of the Agreement.

5. SCFPD allows the City of Oakdale and OFPD to be involved with the review and ratification of future SCFPD operating budgets.

SCFPD Response: SCFPD has fully invited the City to all meetings and study sessions involving budget discussions, and adoption. SCFPD has a very open and transparent process for all agency matters and has always welcomed the City's input and comments. In the future, the formalized 2 + 2 + 2 meetings will provide an additional forum for the City to provide input on the budget.

6. Flat rate administrative charge is developed that better reflects the actual costs of hiring a new firefighter. The current administrative charge for new positions is excessive.

SCFPD Response: As discussed, the charges imposed by SCFPD are intended to provide reimbursement to SCFPD for the administration of services. Although SCFPD is most open to reviewing the specific costs, SCFPD cannot agree to a flat rate for services given that the cost to SCFPD cannot be assured to remain fixed.

7. Fire Intern Program is more actively supported so that Interns can augment staff at City and OFPD and OFPD stations on a regular if not daily basis.

SCFPD Response: As you may recall, the Fire Intern Program was discussed quite extensively during the SCFPD Special Board Meeting of January 31, 2019. As noted at that meeting, the program is actively supported by SCFPD where interns are recruited to provide supplemental staffing (and not replacement staffing). It is understood that the City would pay its fair share of costs for any interns.

8. Ensure that adequate administrative personnel are available to serve the City and OFPD during the remainder of the contract.

SCFPD Response: As discussed at the various special meetings held, SCFPD is fully committed to ensuring the successful administration of the Agreement. In fact, SCFPD is



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contemplating the hiring of a Finance & Administrative Manager given the ever increasing complex regulatory framework of the public sector.

9. As a condition of the requested 6-month extension, the City expects SCFPD to explore and analyze the possible use of a Joint Powers Authority Agreement (JPA) for a long term commitment to provide for fire services.

SCFPD Response: The feasibility of a JPA was discussed at SCFPD's January 2019 Regular Board Meeting, and both special meetings of January 31, 2019 and February 7, 2019. At this time, the SCFPD Board is not convinced that a JPA arrangement makes the best sense for SCFPD. As such, the SCFPD Board is not willing to agree to this condition at this time.

Finally, assuming the City is agreeable to items 1-9 above as modified by SCFPD, SCFPD requests that the City also agree to the following for any extension of the Agreement:

11. SCFPD believes there may be a shortfall on the part of City with regards to CalPERS costs for those employees that SCFPD absorbed when the contract was entered into. If a shortfall exists, SCFPD respectfully requests that the City provide reimbursement to SCFPD for these costs and commit to provide this funding on an on-going basis.

Very truly yours,

Christopher J. Diaz
for BEST BEST & KRIEGER LLP
General Counsel
Stanislaus Consolidated Fire Protection District



City of Oakdale City Council Oakdale Fire Protection District Board of Directors

280 North Third Avenue | Oakdale, CA 9531 | Ph: 209.845.3571 | Fax: 209.847.6834

April 9, 2019

Stanislaus Consolidated Fire Protection District
3318 Topeka Street
Riverbank, CA 95367

Dear Chairperson Zanker, Directors of the Board, and Chief Whorton:

The City Council of the City of Oakdale and the Directors of the Board of the Oakdale Fire Protection District (OFPD) respectfully request a one-year extension to our current fire service agreements that expire on June 30, 2019.

We have spent considerable time and effort exploring a variety of fire service options and believe that it is in the best interest of Stanislaus Consolidated Fire Protection District (SCFPD), OFPD, and the City of Oakdale to extend our agreement for an additional year with the goal of developing a long-term fire services agreement.

We recognize the value of working together and know that this this arrangement has provided significant benefits to our three agencies and the constituents we serve. We have successfully merged our firefighting resources where today we collectively staff eight (8) fire stations strategically located within our combined 500 square mile jurisdictions. We have reduced duplication and redundancy in administration with one fire chief and one administrative support team which has allowed for greater line level staffing. Our minimum daily staffing of 22-line members in eight companies brings a much greater depth of resources than could be accomplished singly. We benefit from economies of scale in purchasing of equipment and supplies. We have improved fire ground efficiencies and safety, and have maximized the use of our combined resources. We embrace our involvement as part of the Master Automatic and Mutual Aid Agreement program bringing borderless boundaries and the closest resource with the appropriate level of response for each emergency and incident to all our jurisdictions. With the development and implementation of standard operating procedures, standardized training, and seamless fire ground tactics between all participating agencies, we have enhanced firefighter safety and efficiency.

Moving forward with our relationship and extending this agreement is critical for the continued delivery of emergency fire and life safety services to all our residents. Additionally, we need to stabilize this partnership for the benefit of our dedicated fire and emergency services personnel who stepped up and supported this unification from the beginning and are now experiencing feelings of uncertainty with the "unknown" of their future.

We respectfully request a one-year agreement extension with the commitment that, during the first half of the extension period, we will work together with SCFPD to review/revise and develop a long-term contract with the intent of a July 1, 2020 initiation. During the agreement extension discussions, all topics will be reviewed, including perceived deficiencies that may exist as identified in earlier correspondence. A thorough review and revision to this agreement will provide the best course of action. It is our responsibility to the constituents of our jurisdictions to work through change and maintain our effective, efficient partnership. This three-agency partnership provides the best possible level of service within the fiscal limitations of each of our jurisdictions.

Attached are resolutions from the City of Oakdale and OFPD approving a one-year contract extension to the current agreement ending June 30, 2019, extending it through June 30, 2020. Our hope is that SCFPD agrees with this approach and accepts this extension with the goal of developing a long-term agreement. The plan would be to convene the 2+2+2 Committee on at least a monthly basis going forward so that a new long-term agreement could be developed. This new agreement would be vetted initially by the 2+2+2 Committee and then publicly reviewed during board and council meetings of our respective agencies. This would be done with the goal of openness and transparency to our constituencies.

We look forward to hearing from you.

Respectfully,

Mayor J.R. McCarty
City Council, City of Oakdale,

Chairperson Jane Lopes
Board of Directors, Oakdale Fire Protection District