

**THIRD AMENDMENT TO FIRE PROTECTION SERVICES AGREEMENT BETWEEN
CITY OF STOCKTON
AND
EASTSIDE RURAL COUNTY FIRE PROTECTION DISTRICT**

This Third Amendment (“Amendment”) is entered into this ____ day of _____, 2022, between the City of Stockton, a municipal corporation (“CITY”), and the Eastside Rural County Fire Protection District, a rural county fire protection district of the State of California (“DISTRICT”) (collectively, the “Parties” and each individually, a “Party”), and amends that Fire Protection Service Agreement dated January 3, 1984, and as previously amended by the Parties (“Agreement”).

I. Additional Firefighting Personnel

1. The CITY shall staff the fire engine company at Station 12 (4010 East Main Street) with a crew of four (4) firefighters on each shift, which is above the CITY’s current standard practice of three (3) firefighters per engine company. The obligation imposed by this section 1 shall accrue at the conclusion of the first CITY firefighter training academy held after the date this Amendment is executed.
2. DISTRICT shall be responsible for all costs incurred by the CITY to hire, train, equip, and employ personnel to continually staff one fire engine company at Station 12 with one (1) additional firefighter on each shift such that it may operate as a four (4) person crew (the “Added Costs”). The Added Costs shall include, as more particularly described in Exhibit A to this Amendment, the following:
 - a. Annual salary, add pay, and benefit costs of three firefighters;
 - b. Annual backfill overtime costs and associated insurance costs for vacation leave and sick leave days of three firefighters; and
 - c. One-time costs for Fire academy training, certifications, and materials of three firefighters.
3. DISTRICT shall pay CITY for the Added Costs, and authorize the County Auditor to make such payments, which shall coincide with the regular monthly payments for services under the Agreement (the “Regular Payment Dates”). Payments for the Added Costs shall begin on the first Regular Payment Date after CITY begins its first firefighter training academy held after the date this Amendment is executed.
4. DISTRICT’s additional payments under this Amendment shall not offset or reduce other payment obligations imposed by the Agreement.

II. Term of Amendment

1. The term of this Amendment shall run with the term of the Agreement. Notwithstanding the foregoing sentence, this Amendment may sooner be terminated upon the earlier of:

- a. Either Party may, without cause, give the other Party a notice of intent to terminate. The notice of intent to terminate shall be effective on the first June 30 that is at least one year from the date the notice of intent to terminate is given.
 - i. If a notice of intent to terminate is issued by DISTRICT, then CITY, in its sole discretion, may terminate the Amendment sooner than is required in II.1.a. with written notification to DISTRICT of such earlier termination date.
- b. If CITY's standard staffing practices change, such that it regularly staffs at least two-thirds (2/3) of its engine companies with crews of four (4) or more firefighters, then this Amendment shall terminate on the next June 30. For the avoidance of doubt, a truck company is not an engine company for purposes of this calculation.
 - i. If the staffing requirements of II.1.b. are satisfied, then CITY, in its sole discretion, may terminate the Amendment sooner than is required in II.1.b. with written notification to DISTRICT of such earlier termination date.

In all other respects the Agreement is hereby ratified and confirmed.

IN WITNESS WHEREOF, this Amendment has been executed by the respective parties hereto through their respective authorized officers on the day and year first written above.

CITY OF STOCKTON

By: _____
HARRY BLACK
CITY MANAGER

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY

APPROVED AS TO FORM:



DISTRICT COUNSEL

EASTSIDE RURAL COUNTY FIRE
PROTECTION DISTRICT

By: 

EXHIBIT A**“ADDED COSTS”****One-Time Payment**

DISTRICT shall pay one-time costs for Fire academy training, certifications, and materials for three firefighters consisting of the following:

- \$5,250 per firefighter for academy attendance
- \$500 per firefighter for books and certifications
- \$12,000 per firefighter for personal protective equipment

These one-time costs will be spread into equal monthly payments, over each remaining month of the CITY’s 2022-2023 fiscal year, after this Amendment is executed.

Annual Payments

The CITY will re-calculate the annual salary, add pay, benefit/insurance, and overtime rates at the beginning of each new CITY fiscal year (July 1) as part of the CITY’s budget cycle to conform with the terms of the Fire Unit labor agreement and CITY benefit rates. CITY will provide the DISTRICT a revised calculation as soon as reasonably practical which shall be used as the basis of DISTRICT’s payments for that fiscal year. Once the revised annual salary, add pay, benefit/insurance, and overtime rates are calculated and communicated to the DISTRICT, the new amounts will be retroactive to the beginning of that fiscal year.

While the CITY attempts to have revised calculations communicated to the DISTRICT by July 31 of each year, it may occur later: especially where Fire Unit labor negotiations are ongoing and a new labor contract has not yet been approved by the City Council.

CITY’s fiscal year is the 12-month period designated as the budget cycle year which begins each July 1 and ends the following June 30

FIVE-YEAR COST ESTIMATE

A five-year cost projection estimate is attached as Appendix A-1. This projection assumes a Fire Academy training beginning on February 1, 2023. Appendix A-1 is included for illustrative purposes only. The amount of Added Costs are yet to be determined, and may be different from the amounts stated in Appendix A-1.

CITY OF STOCKTON FIRE DEPT - Eastside Fire District 5-Yr Cost Projection
Engine Company # 12 - Fourth Firefighter

Payroll Cost Estimates - Beginning February 1, 2023

Prepared 7/6/2022

	FY2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28
Salary and Incentive Pays	Firefighter EMT					
Base Annual Salary	\$ 26,301	\$ 70,058	\$ 77,603	\$ 84,867	\$ 92,799	\$ 59,063
Add Pays: Basic Cert 3%; Lump-sum Payment	\$ -	\$ 5,000	\$ -	\$ -	\$ 122	\$ 1,772
FLSA -3.16	\$ 72	\$ 1,825	\$ 2,021	\$ 2,210	\$ 2,420	\$ 1,584
Uniform Allowance - \$950/year	\$ 475	\$ 950	\$ 950	\$ 950	\$ 950	\$ 475
Subtotal Add Pays	\$ 547	\$ 7,775	\$ 2,971	\$ 3,160	\$ 3,492	\$ 3,831
Salary plus Add Pays	\$ 26,847	\$ 77,833	\$ 80,574	\$ 88,027	\$ 96,291	\$ 62,894
Benefit/Insurance Costs						
(20-37) General Liability Insurance ¹	\$ 2,014	\$ 6,421	\$ 7,312	\$ 8,787	\$ 10,573	\$ 7,597
(10-20) Compensated Absences ²	\$ 316	\$ 841	\$ 931	\$ 1,018	\$ 1,114	\$ 709
(10-34) UIB ³	\$ 54	\$ 156	\$ 161	\$ 176	\$ 193	\$ 126
(10-33) Workers Comp ⁴	\$ 3,251	\$ 10,368	\$ 11,807	\$ 14,189	\$ 17,073	\$ 12,266
(10-27) Medicare Insurance Tax 1.45%	\$ 389	\$ 1,129	\$ 1,168	\$ 1,276	\$ 1,396	\$ 912
HRA Contribution ⁵	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(10-31) Long Term Disability (204 or 228) ⁶	\$ 85	\$ 204	\$ 204	\$ 204	\$ 204	\$ 119
(10-32) Life Insur \$.142/\$1,000 ⁷	\$ 36	\$ 85	\$ 85	\$ 85	\$ 85	\$ 50
(10-29) Medical/Dental	\$ 5,660	\$ 13,856	\$ 14,133	\$ 15,263	\$ 16,484	\$ 10,385
(10-25) Pers-ER ⁸	\$ 19,271	\$ 58,103	\$ 62,555	\$ 71,076	\$ 80,858	\$ 54,926
Subtotal Benefits/Insurance	\$ 31,075	\$ 91,162	\$ 98,357	\$ 112,075	\$ 127,980	\$ 87,090
Total Position Expense Estimate	\$ 57,922	\$ 168,995	\$ 178,930	\$ 200,102	\$ 224,270	\$ 149,983

Annual Cost Estimate	FY2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	5-Year Total
Fourth Firefighter EMT (Three Shifts)	\$ 173,766.83	\$ 506,983.83	\$ 536,791.06	\$ 600,306.24	\$ 672,810.89	\$ 449,950.21	\$ 2,940,609.05
Recruitment/Training	\$ 53,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,250.00
Backfill OT for Annual/Sick Leave	\$ -	\$ 52,931.65	\$ 63,563.98	\$ 68,136.96	\$ 72,310.24	\$ 44,834.37	\$ 301,777.20
Total	\$ 227,016.83	\$ 559,915.48	\$ 600,355.04	\$ 668,443.20	\$ 745,121.13	\$ 494,784.58	\$ 3,295,636.25

Appendix A-1
 Not final figures. For illustrative purposes only.