

0-75-193

MEMORANDUM

June 2, 1975

TO: John Jarrett, City Clerk  
FROM: Elder Gunter, City Manager  
SUBJECT: FIRE PROTECTION CONTRACT

Attached is the original Fire Protection Contract between the City of Stockton and the Lincoln Rural County Fire Protection District regarding the procedures to follow relative to emergency calls from residents of the District.

This agreement will be effective July 1, 1975.

This is for your information and file.

  
ELDER GUNTER  
CITY MANAGER

EG:dee

Attachment

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CITY OF STOCKTON

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Q-75-193



CITY OF STOCKTON

CITY HALL  
STOCKTON, CA 95202  
OFFICE OF THE CITY ATTORNEY  
(209) 944-8333

January 2, 1976

Mr. John M. Jarrett  
City Clerk  
City Hall  
Stockton CA 95202

AGREEMENT - LINCOLN RURAL COUNTY FIRE PROTECTION DISTRICT

Attached is executed Agreement dated November 17, 1975, between the City of Stockton and LINCOLN RURAL COUNTY FIRE PROTECTION DISTRICT for services to be rendered by this City.

Execution of this Agreement was authorized by Resolution No. 32,799 of the Stockton City Council, finally adopted on November 17, 1975.

*Perry H. Taft*  
PERRY H. TAFT  
ASSISTANT CITY ATTORNEY

PHT/lcg  
Attachment

cc: Director of Finance  
Fire Department  
*PERSONNEL*

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CITY OF STOCKTON

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"Stockton... Somewhere Special!"

THIS AGREEMENT, made and entered into this 17th day of November, 1975, by and between the CITY OF STOCKTON, a Municipal Corporation, hereinafter designated "CITY", and LINCOLN RURAL COUNTY FIRE PROTECTION DISTRICT, a rural county fire protection district of the State of California, hereinafter designated "DISTRICT", agree as follows:

1. SERVICES RENDERED BY THE CITY:

The City will provide fire protection and life-saving services to the entire District. Such services shall be provided at an equivalent level to that provided for similar incidents and occupancies within the incorporated area of the City.

2. PAYMENT FOR SERVICES:

a. The District will pay the City for the above-mentioned services in an amount determined by dividing the Fire Department budget including the additional costs of absorbing all District personnel into the combined assessed values of the City and the District, and then multiplying that rate by the assessed value of the District. The Fire Department budget shall be defined as the cost of providing services for fire protection and life-saving. See Exhibit "A" attached hereto for mathematical explanation of cost determination.

b. Such cost determination shall be made yearly, changing the rate and the amount charged the District in accordance with changes in the variables of the formula utilized herein.

c. The District shall authorize the County Auditor to make payment to the City in twelve monthly installments, with the first payment due upon the day the City assumes responsibility

under this agreement. Each subsequent payment is due on the same day of the month, each month thereafter. The District shall take credit against its first payment or payments for the value of the equipment acquired by the City. The District will be considered delinquent in its payments if such payment has not been made within thirty days after the due date.

3. TERM OF AGREEMENT AND TERMINATION PROCEDURES:

a. This agreement shall remain in effect until terminated. This agreement may be terminated by either party without cause upon the giving of five years notice. This agreement may be terminated without complying with the five year notice requirement for the sole cause of nonperformance by the other party. However, if the City terminates this agreement because the District is unable to make payment, the City shall continue service for a period of six months. The District agrees to compensate the City for cost incurred during such six month period.

b. In the event that the City terminates this agreement without cause, the City agrees not to initiate or consider any annexation proposal for the District area until the District has operated its own department for a period of at least one year. This prohibition shall not extend to any uninhabited area or to any proposal which is initiated by a petition which shall contain the signatures of at least fifty per cent of the registered voters in the area proposed to be annexed.

## 4. WITHHOLDING OF PAYMENT OR SERVICES:

a. The District may withhold payment for any period during which the City does not or cannot provide the service contracted for, including labor strikes.

b. The City may withhold service during any period that the District is unable to make payments or is delinquent in making payments to the City.

## 5. CITY SERVICE TO OTHER FIRE DISTRICTS:

As a result of this agreement, the City is in no way prevented from offering its service to other fire districts. The terms of such other agreements shall be the same as those extended to the District, and the cost of serving such other areas as well as their assessed values shall be included in determining the District's yearly cost.

## 6. ABSORPTION OF DISTRICT PERSONNEL:

a. The City shall hire all employees of the District, except the Chief, in accordance with the provisions of the City Charter and Ordinance No. 2429-C.S.

b. Examinations: There will be no written entrance examination; there will be no physical agility examination.

c. Classification: District employees shall be employed only in the classification of firefighter, and only in a probationary status. No District employee shall be employed in any promotional classification.

d. Salaries: District personnel shall enter City employment at the firefighter salary step next higher than the salary rate received from the District at the time of transfer. Where the employee receives from the District a salary in excess of the City's highest step for firefighter, special assignment and/or interim rates shall be utilized to meet the intent of Chapter 2, Part III, Section 2-102 of the Stockton Municipal Code.

e. Physical Requirements:

1. Height: District personnel must meet the height requirements in effect for employment in the City Department as of the effective date of this agreement.

2. Weight: District personnel must meet the weight requirements in effect for employment in the City Department as of the effective date of this agreement, except that the City Manager may waive compliance with the weight requirement, if he considers a waiver appropriate, taking into account the age, weight, experience and length of service of the employee.

3. Medical Examination: All District personnel shall be examined by the City Physician, and no District employee shall be employed unless the City Physician certifies that the District employee's physical condition is comparable to that of City Department employees of similar age.

f. Age: All District personnel shall be at least twenty-one years of age and under the age of sixty years at the time of employment.

g. Residence: All District personnel shall comply with the residence requirements applicable to City employees at the time of employment.

h. Educational Requirements: All District personnel shall comply with the educational requirements applicable to City Department employees at the time of employment.

i. Probationary Period: There will be a six month probationary period. Permanent status will then be obtained if the person successfully passes four weeks in the training division, four written examinations and performance evaluations by company officers. Every District employee must successfully complete the City Department training program; failure to do so shall be good cause for dismissal.

j. Retirement: At the time of their employment, District personnel will become members of the City's retirement plan under Public Employees' Retirement System (PERS). Prior service rights and District liabilities under the San Joaquin County Retirement System will be retained by the District employee.

k. Holiday and Regular Vacation Liabilities: The District shall discharge all Holiday and Regular Vacation liabilities to its personnel before they are transferred to the City Department.

l. Seniority Vacation and Sick Leave Liabilities: Seniority Vacation, to be distinguished from Regular Vacation, is defined as that vacation which is awarded on the basis of seniority. The District agrees to finance, as set forth in Exhibit B, a program whereby the District employees shall be permitted to carry over to

City employment a maximum of five days seniority vacation. After transfer to the City, each District employee shall have the option of taking such seniority vacation or its monetary equivalent. The District employee's entrance salary into the City Department shall be used as the measure in determining the cost payable by the District in discharging its seniority vacation liability.

As well, at the time that the City assumes the service for sick leave earned as District employees, the District shall pay to the City the money equivalent of District sick leave liability. The same measure used in determining seniority vacation liability shall be used in determining sick leave liability. Thereafter, District employees, as City employees, shall be entitled to that number of days of sick leave for which the District has paid compensation. From the day of transfer to the City Department, District employees shall earn sick leave as any other City firefighter.

For explanation of cost determination for sick leave and seniority vacation liabilities, see Exhibit "B" attached hereto.

m. Seniority: District employees' seniority for choice of vacation shall date from the date of employment by the City. As well, seniority for all other benefits shall date from date of employment by the City except as otherwise specified herein.

n. Shift Trades: No shift trades shall be allowed to District personnel during their initial three months of service on the City Department. In the following three months, limited shift trades shall be allowed. After six months of service with the City

Department, District personnel shall be allowed the same shift trade privileges as all other City Department personnel.

o. District Personnel Records: Entire District personnel files shall be transferred to the City Fire Chief and shall become a permanent part of City Department personnel files.

7. ASSIGNMENT OF DISTRICT PERSONNEL:

Assignment of District personnel shall be solely the responsibility of the City Department Fire Chief. District personnel which cannot be immediately absorbed to fill permanent positions will nonetheless be retained, subject to satisfactory performance, until the process of attrition reduces the department work force to that which can be justified on a cost-effective basis.

8. PURCHASE OF DISTRICT EQUIPMENT:

The City will offer to buy, at the fair market value, such District equipment as it can use. Upon termination of this agreement, the City will give the District an option to purchase equipment of the same quality and functional capacity as those purchased by the City from the District pursuant to this agreement. The cost of exercising such option will be the then fair market value of the equipment, using the same valuation formula as used in the acquisition. See Exhibit "C" attached hereto.

9. MAINTENANCE, REPLACEMENT, AND INSTALLATION OF HYDRANTS:

The City will assume the responsibility for maintenance and replacement of all existing hydrants in the District area on the same basis as that service provided in the City. Installation

of additional fire hydrants shall follow standards set for the City, whether such additional hydrants be for pattern improvement or otherwise.

10. JOINT EXERCISE OF POWERS ACT:

In those respects in which CITY and DISTRICT agree herein to act jointly, this agreement is entered into pursuant to the Joint Exercise of Powers Act contained in Chapter 5 (commencing with Section 6500) of the Division 7 of Title 1 of the Government Code of the State of California.

11. EFFECTIVE DATE OF AGREEMENT:

This agreement shall be effective as of January  
1, 1976.

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

CITY OF STOCKTON, a Municipal Corporation

ATTEST:

[Signature]  
City Clerk

By [Signature]  
Mayor  
"CITY"

APPROVED AS TO FORM:

[Signature]  
City Attorney

LINCOLN RURAL COUNTY FIRE PROTECTION DISTRICT, a rural county fire protection district of the State of California

APPROVED AS TO FORM:

GERALD A. SHERWIN  
County Counsel

By [Signature]

By [Signature]  
"DISTRICT"

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FORMULA USED TO DETERMINE TAXATION EQUIVALENT  
 APPLIED TO THE  
 LINCOLN RURAL COUNTY FIRE PROTECTION DISTRICT

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Cost of Service - City of Stockton:

$$\frac{\text{Fire Department Budget} \\ \text{(Account No. 10-2600)}}{\text{Gross Taxable Property} \\ \text{Value - City and} \\ \text{District Served}} = \text{Equivalent Property Tax Rate}$$

Charge to District for Service:

$$\text{Equivalent Property Tax Rate} \times \text{Gross Taxable Property Value of District} = \text{Service Payment to City}$$

Included here is the total liability of the Lincoln Rural Fire Protection District necessary to finance the sick leave and seniority vacation allotments that will be extended to the district employees by the City of Stockton if this contractual agreement is executed. This figure represents the total obligation if all district members qualify for the transfer; if any members are unacceptable by the contract requirements, the reduction will be reflected in the total dollar amount.

An itemized list, dealing with the entitlements of each employee is on file in the S.F.D. Office and the benefits will be accredited to each person when they officially become City of Stockton employees and the financial obligation is satisfied.

|                                   |                  |
|-----------------------------------|------------------|
| Seniority vacation total. . . . . | \$ 5,235.60      |
| Sick leave total . . . . .        | <u>20,529.90</u> |
| TOTAL                             | \$ 25,765.50     |

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EXHIBIT "B"

The following is a description of the methods used to establish a current fair market value for the total assorted fire protection equipment of the Lincoln Rural Fire Protection District - the dollar amounts are included. A more detailed, itemized report is in the files of both the Stockton Fire Department and the Lincoln Fire District Office.

I. All Apparatus Vehicles: (7)

Minimum current value of 25% of original purchase price, with 75% balance depreciated at a 20 year replacement cycle.

\$39,190.00

II. Apparatus Equipment:

Estimated value 60% (average) of original cost -- includes trade-in allowance for certain mask equipment not compatible with S.F.D. inventory.

11,165.00

III. Miscellaneous Equipment:

(Includes personal safety equipment, assorted fittings, hose, radios.)

Values assigned after visual inspection of items and on recommendation of vendors. Retail price allowed on good quality fire hose.

12,355.00

Grand Total: \$62,710.00

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EXHIBIT "C"

0-75-193



CITY OF STOCKTON

CITY HALL  
STOCKTON, CA 95202

OFFICE OF THE CITY ATTORNEY

(209) 944-8333

December 6, 1977

John Jarrett  
City Clerk  
City Hall  
Stockton CA 95202

ADDENDUM TO AGREEMENT BETWEEN CITY OF STOCKTON AND  
LINCOLN RURAL COUNTY FIRE PROTECTION DISTRICT

Attached is fully executed Addendum to the Agreement between the City and Lincoln Rural County Fire Protection District. Said Addendum amends Subsection m of Section 6 of said Agreement dated November 17, 1975.

Execution of this Addendum was authorized by Council Resolution No. 34,536 adopted on October 12, 1977.

Said District will receive a fully executed Addendum via copy of this letter.

This may be filed in your records.

GERALD A. SPERRY  
CITY ATTORNEY

GAS:jb

Attachment

cc: Finance Department  
Fire Department  
Personnel Department  
Lincoln Rural County Fire Protection District  
Attn: Ginger Root, Secretary  
343 East Main Street, Suite 416  
Stockton CA 95202

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CITY OF STOCKTON M-FILM

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A D D E N D U M

FIRST ADDENDUM to the agreement dated November 17, 1975, by and between the City of Stockton and Lincoln Rural County Fire Protection District.

W I T N E S S E T H:

WHEREAS, Subsection m of Section 6 of the agreement entered into on November 17, 1975, by and between the City of Stockton and Lincoln Rural County Fire Protection District does not properly reflect the intent of the parties thereto; and

WHEREAS, said Subsection m of Section 6 should be amended to correct the mutual mistake of the parties and properly reflect their intent.

NOW, THEREFORE, in consideration of these premises, the parties hereto agree as follows:

1. Subsection m of Section 6 of the contract dated November 17, 1975, by and between the City of Stockton and Lincoln Rural County Fire Protection District is hereby amended and shall be as follows:

m. Seniority: District employees' seniority for choice of vacation shall date from the date of employment by the City. District

employees' seniority for length of vacation shall date from the date of employment by District. Seniority for all other benefits shall date of employment by City except as otherwise specified herein.

2. Said amendment shall be applicable as of the effective date of the original agreement.

3. All other terms and conditions of said agreement shall remain in full force and effect.

CITY OF STOCKTON, a Municipal Corporation,

ATTEST:

*John J. Jarrett*  
City Clerk

By *Tom Madden*  
Mayor  
"CITY"

APPROVED AS TO FORM:

LINCOLN RURAL COUNTY FIRE PROTECTION DISTRICT, a rural county fire protection district of the State of California,

*Gerald A. Sherwin*  
City Attorney

By *Larry Rizzio*  
"DISTRICT"

APPROVED AS TO FORM:

GERALD A. SHERWIN  
County Counsel

By *Michael McGraw*  
Deputy

AMENDMENT TO FIRE PROTECTION SERVICE AGREEMENT  
 BETWEEN  
 CITY OF STOCKTON  
 AND  
 LINCOLN RURAL COUNTY FIRE PROTECTION DISTRICT

C-175-193

This Amendment (hereinafter the "AMENDMENT") is entered into between the City of Stockton, a municipal corporation (hereinafter "CITY"), and the Lincoln Rural County Fire Protection District, a rural County fire protection district of the State of California, (hereinafter "DISTRICT"), and amends that certain Fire Protection Service Agreement dated November 17, 1975 between CITY and DISTRICT (hereinafter the "AGREEMENT") to add a new Paragraph, 12, entitled "Indemnification", which reads as follows:

Indemnification

12. DISTRICT shall not be liable for any loss, damage, or injury to any person or property arising from or caused by any act or omission of CITY in conjunction with the duties or obligations of the CITY pursuant to the AGREEMENT and the CITY hereby waives on its behalf all claims and demands against DISTRICT for any such loss, damage, or injury of CITY. CITY hereby agrees to indemnify and hold DISTRICT free and harmless from all liability for any loss, damage, or injury to any persons or property arising from or caused by any act or omission of CITY in conjunction with the duties or obligations of the CITY pursuant to the AGREEMENT.

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

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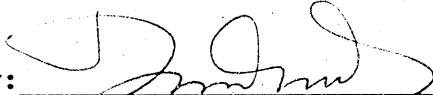
CITY CLERK  
 CITY OF STOCKTON

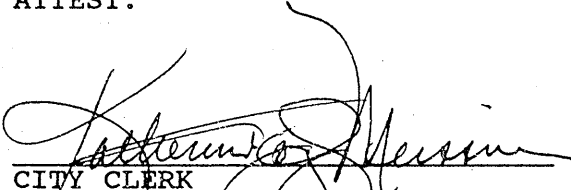
IN WITNESS WHEREOF, this AMENDMENT has been executed by the respective parties hereto through their respective authorized officers at Stockton, California, the day and year set forth below.

DATED: SEP 01 1995

CITY OF STOCKTON, a municipal corporation,

ATTEST:

By:   
DWANE MILNES, City Manager  
"CITY"

  
CITY CLERK  
APPROVED AS TO FORM:


R. THOMAS HARRIS  
CITY ATTORNEY

By:   
DEPUTY CITY ATTORNEY

DATED: March 14, 1995

LINCOLN RURAL COUNTY FIRE PROTECTION DISTRICT, a rural county fire protection district of the State of California,

APPROVED AS TO FORM  
DISTRICT COUNSEL

By:   
"DISTRICT"

By: 