

**FOURTH AMENDMENT TO FIRE PROTECTION SERVICES AGREEMENT
BETWEEN
CITY OF STOCKTON AND
LINCOLN RURAL COUNTY FIRE PROTECTION DISTRICT**

This Fourth Amendment ("Amendment") is entered into this ____ day of _____ 2026, between the City of Stockton, a municipal corporation ("CITY") and the Lincoln 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 the Fire Protection Service Agreement entered into on November 17th, 1975, and as previously amended by the Parties ("Agreement").

Additional Firefighting Personnel

1. **DISTRICT** shall pay the cost of the fourth (4th) firefighter position staffed on Truck 7, located at 1767 W. Hammer Lane. The cost paid shall be that of a firefighter/EMT up to step 4 on the firefighter pay scale. See attached Exhibit A.
2. **DISTRICT** shall be responsible for all costs incurred by the **CITY** to train and employ personnel to continually staff the fourth (4th) firefighter on Truck 7 (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 (3) firefighters starting from the date of execution of this Amendment; and

Annual backfill overtime costs and associated insurance costs for vacation leave and sick leave days of three (3) 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 the services under the Agreement (the 'Regular Payment Dates'). Payments for the Added Costs shall begin on the first Regular Payment Date after **CITY** and **DISTRICT** execute this amendment.
4. **DISTRICT'S** additional payments under this Amendment shall not offset or reduce other payment obligations imposed by the Agreement.

Term of the 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 (1) year from the date the notice of intent to terminate is given.

b. 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 under 1.a. above, 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:

LINCOLN RURAL COUNTY FIRE DISTRICT:

By: _____
Johnny Ford, City Manager

By: _____
Brent Lesovsky, Board President

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Katherine Roland, CMC, CPMC
City Clerk

By: _____
Matt Duaine, Clerk of the Board

Approved as to Form:

Approved as to Form:

Marci Arredondo, City Attorney

John Luebberke, Counsel

EXHIBIT A

“ADDED COSTS”

ANNUAL PAYMENTS

The CITY will recalculate 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. and 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.