

THIRD AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into this ____ day of June, 2006, by and between the City of Sacramento, a chartered city of the State of California (hereafter "City") and the Natomas Fire Protection District, a dependent fire district created under the laws of the State of California (hereafter "District").

RECITALS

- A. WHEREAS, City and District entered into an agreement in August, 1984, for the City to provide fire protection services within the District (City Agreement No. 84-037, attached hereto as Attachment 1); and
- B. WHEREAS, on June 21, 1994, City and District entered into a first amendment to City Agreement No. 84-037 (City Agreement No. 84-037-1, attached hereto as Attachment 2), and whereas, on June 22, 2004, City and District entered into a second amendment to City Agreement No. 84-037 (City Agreement No. 84-037-2, attached hereto as Attachment 3) hereafter City Agreements No. 84-037, No. 84-037-1 and No. 84-037-2 are collectively referred to as "Agreement"; and
- C. WHEREAS, City and District agree that the contractual arrangement has been mutually beneficial and has proven to be an efficient and effective way to provide fire protection services within the District; and
- D. WHEREAS, the current term of the Agreement expires on June 30, 2006; and
- E. WHEREAS, the City and District desire to continue the contractual relationship between the City and the District.

NOW, THEREFORE, the parties agree as follows:

- 1. The term of the Agreement is extended for five additional years. The Agreement term shall expire on June 30, 2011.
- 2. All other terms and provisions of the Agreement shall remain in full force and effect.

CITY OF SACRAMENTO,
a municipal corporation

NATOMAS FIRE DISTRICT

By _____
Ray Kerridge
City Manager

By _____
Terry Schutten
County Executive

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney

ATTEST: -

Clerk of the Board

APPROVED AS TO FORM

-

County Counsel

Master

AGREEMENT

This Agreement is made and entered into this 28th day of August, 1984, by and between the City of Sacramento, a chartered city of the State of California (hereafter "City") and the Natomas Fire Protection District, a dependent fire district created under the laws of the State of California (hereafter "District").

1. Parties

City is a chartered city of the State of California and its charter permits the City Council to enter into contracts on behalf of City with governmental agencies, including special districts, for various purposes including the providing of fire protection services.

District is a duly established and existing fire protection district and a legal entity existing pursuant to the Health and Safety and Government Codes of the State of California. District is a dependent fire district with a Board of Commissioners which has been delegated and has authority from the Board of Supervisors of Sacramento County pursuant to Health and Safety Code Section 13884 to act as agent in managing the affairs of District. The Board of Supervisors of Sacramento County is the Governing Board of the District.

The execution of this Agreement is specifically authorized pursuant to Sections 55632 of the Government Code and 13052.5 of the Health and Safety Code.

2. Term of Agreement; Effective Date

This Agreement shall become effective on September 1, 1984, and shall remain in force until June 30, 2004.

3. Purpose and Intent of Parties

This Agreement is consistent with the desires of both parties to provide more efficient fire protection within District, and will serve the purposes of the public safety, convenience, economy and general welfare.

It is the intention of the parties that City shall provide fire protection service to District's fire service area, in exchange for compensation for providing such service, as hereinafter described.

District shall retain its existence as an entity for purposes of governing the operation of District, ensuring compliance with the terms of this Agreement, and receipt, accounting and disbursement of tax revenues to which District is entitled, or is eligible to receive.

4. City Obligations:

a. District Employees

(1) Status. Except as otherwise provided in Exhibit "B", City shall accept as City employees the District employees listed on Exhibit "A", attached hereto and made a part hereof. Those District employees shall be assigned to full-time positions in City classified service, within the classifications set forth on Exhibits "B" and "C".

(2) Salary and Benefits. City salary and benefits of the employees listed on Exhibit "A" are specified in Exhibits "B" and "C", attached hereto and made a part hereof, except as otherwise specifically set forth in this Agreement.

(3) Workers Compensation. City is self-insured and self-administered as to workers compensation liability. District is a member of the self insurance joint powers authority known as Fire Districts Insurance

Group of Sacramento County, and shall remain covered thereby through the effective date of this Agreement. At that time, City shall assume liability for provision of all workers compensation benefits to the employees listed on Exhibit "A", except as specified below.

Provided, however, that notwithstanding Labor Code Section 5500.5, District shall indemnify and hold City harmless from, and shall reimburse City for the cost of benefits provided to any employee listed on Exhibit "A" if:

(i) The employee had a known and recorded medical condition, injury or illness on the effective date of this Agreement; and,

(ii) The known medical condition, injury or illness caused, in whole or in part, the need for provision of benefits.

District's liability under this subparagraph shall be limited to that portion of the costs attributable to the known condition, injury or illness. District shall obtain from its worker's compensation insurance carrier a letter acknowledging the continued liability of District and of the said carrier under and pursuant to this paragraph.

As to any District employee having a known and recorded medical condition on the effective date hereof, City shall have the right to require a medical physical examination conducted by a physician designated by City. If an examination is required, District and the employee shall provide all medical records regarding the employee to City for use in the medical examination, and in any related proceedings. City shall have the right to reject the employee for City employment pursuant to City's standard pre-employment medical examination procedures as set forth in Civil Service Board Rule 6.9 and Appendix C to the Rules. In that event, District employee shall be entitled to exercise the review and appeal rights encompassed in Rule 6.9 and Appendix C.

(4) Retirement. The employees listed in Exhibit "A" shall become active members of the retirement plan pursuant to the contract between the City of Sacramento and the Board of Administration, Public Employees' Retirement System (P.E.R.S.) dated January 29, 1977, and as amended June 1, 1978. They shall further, at their option, remain inactive members of the Natomas-P.E.R.S. contract and shall retain all benefits thereunder, subject to the following:

(i) Upon payment to City of the initial amount specified in paragraph 5b of this Agreement, City shall assume in full the obligation for payment of District's unfunded liability accrued under its agreement with P.E.R.S., as disclosed by the actuarial study attached hereto as Exhibit "D". Additionally, in consideration of the payment by District of the annual amounts required by paragraph 5b, City shall assume in full any unfunded liability rights or obligations as determined by P.E.R.S. in its annual actuarial evaluation.

(ii) The parties agree and understand that City is relying upon the P.E.R.S. actuarial study dated May 23, 1984, attached as Exhibit "D" as to the financial data related to the Natomas-P.E.R.S. agreement, which study is based upon the assumptions that:

(a) The ten Natomas safety members will become "inactive members" if they elect to leave their contributions in the system. If they elect to withdraw their contributions, they will no longer be members but will have redeposit rights under the Natomas-P.E.R.S. agreement.

(b) The one miscellaneous member will become an "inactive member" if she elects to leave contributions in the system. If she elects to withdraw her contributions, she will no longer be a member but will have redeposit rights under the Natomas-P.E.R.S. agreement.

Master

(c) The Natomas safety members' "final compensation" under the Natomas contract will be calculated on the three-year average formula, and on the three-year average formula under the City contract.

(d) The Natomas safety members will, under the Natomas contract and the City contract, partake of any benefit improvements made by the Legislature while employed by City.

(iii) In the event that City determines that merger of the Natomas-P.E.R.S. Agreement and the City-P.E.R.S. Agreement is more cost effective, the parties agree to take all necessary steps to accomplish merger of the systems, and to cooperate in the method of payoff of the unfunded liability.

b. Fire Protection Service

City agrees to continue fire protection service to District at least at the same level as presently provided by District. Provided, however, that as and when additional urban or industrial development occurs in an area within the District, City will provide District with a level of fire protection service to that area comparable to similar areas located within the City. District boundaries for purposes of providing such services are as described in Exhibit "E", attached hereto and made a part hereof. The rendition of said service, the standards of performance, the discipline of employees, and other matters incident to the performance of such services, and the control of personnel shall remain with City. City shall furnish all equipment, supplies and personnel necessary to perform the fire protection service. Prior to moving the location of a fire station or closure of a station, City shall conduct a public hearing for the purpose of receiving and addressing citizen concerns, if any, regarding maintenance of fire protection service.

c. Enforcement Authority

District shall take all necessary legal steps, including amendment of County Codes, required to transfer and delegate to City full legal authority to enforce all applicable Uniform Fire Codes together with the County of Sacramento fire regulations; weed abatement ordinances; Uniform Building Code; and any other state and local laws, rules and regulations which District is authorized by law to enforce. Appeals of enforcement actions by City shall be appealable to the Governing Board as provided in the County Code.

d. Periodic Reports

City shall provide to District semi-annual written and, if requested, oral reports on fire prevention and suppression activities, and emergency medical services, conducted by the City within District. The oral report, if requested, shall be given by a responsible fire service administrator.

5. District Obligations:

a. District Employees

All employees listed on Exhibit "A" shall be and remain District employees until the effective date of this Agreement, at which time City's obligation to such employees, as defined in paragraph 4a. above, shall commence. Until that date, District shall provide to said employees salary and benefits, workers compensation, and other entitlements, and shall be bound by all provisions of then-current labor agreements covering said employees.

b. Payment to City

For the 1984-85 City fiscal year District shall pay to City \$352,500. Such payment shall be made fifty percent (50%) by January 15, 1985, and fifty percent (50%) by June 15, 1985.

For the 1985-86 City fiscal year and each City fiscal year thereafter during the term of this Agreement, District shall pay to City \$415,000

adjusted by the percent change up or down in the total assessed valuation of District for each fiscal year since 1984-85. Such payment shall be made fifty percent (50%) by each January 15, and fifty percent (50%) by each June 15. Additionally, ninety percent (90%) of any District fund balances as of June 15, 1988 and every June 15 thereafter, shall be applied by District to its unfunded liability under the District-P.E.R.S. Agreement, or shall be paid to City if the unfunded liability is paid off. Such payment shall be made by June 30, 1988 and every June 30 thereafter.

For example, if total assessed values increase by five percent (5%) for 1985-86, and seven percent (7%) for 1986-87, then the 1986-87 calculations would be: $\$415,000 \times 1.05 \times 1.07 = \$466,253$. The payment for 1986-87 would be \$466,253.

In no event shall the payment calculated in accordance with this paragraph exceed District's appropriation limitation specified by Article XIII B of the California Constitution. Provided, however, that the City shall be furnished with and have the right to approve appropriation limitation calculations prior to alteration of the formula calculation specified by this paragraph.

c. District Assets

In consideration of City's agreement to assume liability for the District's P.E.R.S. obligations as specified in this Agreement, and in consideration of City performing all of its obligations hereunder, on the effective date of this Agreement, District agrees that:

(1) Other Equipment. District shall transfer to City title to the assets specified in Exhibit "F", attached hereto and made a part hereof. All such assets shall on the effective date of this Agreement be in servicable condition according to City standards. If it is not in serviceable condition, City shall have the right to reject or dispose of it.

M o e t a r

The motorized fire equipment transferred to City under this subparagraph above and subparagraph (4) below, and which is less than twenty (20) years old at the date of termination shall be returned to District. Any other personal property and equipment transferred to City and which is still in service at the date of termination shall be returned to District.

During the term of this Agreement City shall maintain the equipment transferred to City hereunder in good condition and repair, reasonable wear and tear excepted.

(2) Real Property

(i) Fire Station Number 1. District lease on Station Number 1, attached hereto as Exhibit "G", shall be assigned to City, and City shall assume all obligations thereunder.

(ii) Fire Station Number 2. District shall convey title to the real property and improvements described as set forth in Exhibit "H" and constituting Fire Station Number 2.

(iii) Unimproved Real Property. District shall convey title to the unimproved real property described in Exhibit "I". Prior to improving any such real property, City shall obtain the approval of District.

Upon termination of this Agreement for any reason, the real property conveyed to City shall be forthwith reconveyed to District, and the lease on Station 1 shall be reassigned to District unless the lease has previously expired. Provided, however, that if on the effective date of termination any of such parcels of real property is located within City, then City shall retain title to that parcel and the improvements thereon. Provided further that if as of the effective date of termination City has improved the unimproved property described in Exhibit "I", then District shall reimburse City for the reasonable value of such improvements as a precondition to conveyance of the said property to District.

If City during the term of this Agreement determines to purchase or obtain title to or a lease upon a parcel of real property within the District with the intent to provide a substitute or additional fire house for the District, then City and District shall meet and confer in good faith and reach agreement on the disposition of each property in the event of termination of this Agreement, together with any other related issues.

(3) Ordinance No. 83-SPA-3, County of Sacramento. District agrees that its rights under Sacramento County Ordinance No. 83-SPA-3, Section 3, III(d), shall be transferred to City. Upon termination of this Agreement City shall convey to District title to any real property and improvements acquired pursuant to said Ordinance, subject to payment by District of the reasonable value of improvements made at City expense.

(4) Equipment Lease. District shall transfer to City all of its rights, title and interest in the equipment lease attached hereto as Exhibit "J". District shall, through the County of Sacramento, continue to make all payments required under said lease.

6. Tort Claims

District shall hold City harmless, and shall indemnify City, its officers, employees and agents, from any and all costs, damages, claims, fees (including attorney fees or other court-related costs or expenses) or other monetary loss arising out of or in any way related to incidents occurring prior to the effective date of this Agreement, or arising out of or in any way connected with District's Board activities or any other District activities during the term of this Agreement.

City shall hold District, its officers, employees and agents harmless, and shall indemnify District from any and all costs, damages, claims, fees (including attorney fees or other court-related costs or expenses) or other

monetary loss arising out of or in any way related to incidents occurring after the effective date of this Agreement, or arising out of or in any way connected with City activities or any other City activities during the term of this Agreement.

District shall name City as an additional insured on all of its insurance policies.

7. Labor or Personnel Related Disputes

Any dispute or grievance arising out of or in any way related to the labor agreement between District and Sacramento Area Fire Fighters, Local 522 (AFL-CIO) shall be the sole and exclusive responsibility of District, and the District shall fulfill all of its obligations under that labor agreement. This provision shall be deemed to include only grievances or other claims filed or asserted after the effective date of this Agreement, but which relates to events occurring prior thereto.

8. Saving Clause

In the event that any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be and remain in full force and effect unless the deletion of the invalid or unenforceable portion frustrates the purpose and intent of this Agreement.

9. Future Merger/Consolidation

In the event that District lawfully wholly merges or consolidates into City through annexation or otherwise, or in the event that District ceases to exist as a Fire Protection District and City assumes liability for provision of fire protection services within the area described in Exhibit "E", then on the effective date of any such action or event this Agreement shall have no further force and effect; and,

a. The Natomas-P.E.R.S. Agreement shall be merged with the City-P.E.R.S. Agreement, and the parties shall take such other steps as P.E.R.S. may require at that time. Provided, however, that District shall not modify its agreement with P.E.R.S. during the term of this Agreement without specific written permission of City first having been obtained.

b. District shall transfer to City any fund balances or reserves in its accounts.

The parties shall make a good faith effort to reach agreement on all other matters necessary or convenient to the completion of the merger or consolidation transaction, and shall reduce their agreement on all issues to a fully executed agreement.

Nothing in this section shall affect City's obligations, or employee rights under Exhibits "B" and "C".

10. Approval of Board of Supervisors

The parties agree and understand that this agreement requires approval of the Board of Supervisors of the County of Sacramento, and that this agreement shall be of no force and effect unless and until it is so approved.

11. Reopener

Upon mutual agreement of City and District, the parties shall meet and discuss revisions or additions to the terms of this Agreement, and shall endeavor in good faith to reach agreement on said matters.

Provided, however, in the event of a State Legislature change in the amount of or method of allocation of special district augmentation fund money, the parties shall meet and discuss revisions or additions to the terms of this Agreement, and shall endeavor in good faith to reach agreement on said matters.

Master
File

DATED: August 28, 1984

CITY OF SACRAMENTO,
a municipal corporation

By Walter J. Slive
Its City Manager

ATTEST:

Ernie G. Mason
Assistant ~~City~~ CITY CLERK

APPROVED AS TO FORM:
[Signature]
DEPUTY CITY ATTORNEY

BOARD OF COMMISSIONERS OF THE
NATOMAS FIRE PROTECTION DISTRICT

By Norman K. Nordyke
PRESIDING OFFICER

ATTEST:

[Signature]
CLERK

BOARD OF DIRECTORS OF THE NATOMAS FIRE
PROTECTION DISTRICT

By Sandra R. Smoley
Its _____

ATTEST:

[Signature]
CLERK OF THE BOARD OF DIRECTORS OF THE
NATOMAS FIRE PROTECTION DISTRICT

APPROVED AS TO FORM:

Paul Reiny, Deputy
COUNTY COUNSEL

LIST OF NATOMAS FIRE PROTECTION DISTRICT EMPLOYEES

<u>Name</u>	<u>Current District Classification</u>	<u>Current District Monthly Salary</u>
Ramirez, Rafael	Captain	\$2465
Jones, Kenneth	Engineer	\$2127
Cross, Reggie	Senior Firefighter	\$1835
Rios, Jose	Senior Firefighter	\$1835
Waterman, Ronald	Senior Firefighter	\$1835
Curran, Joseph	Firefighter	\$1448
Jones, Steven	Firefighter	\$1448
Laubinger, John	Firefighter	\$1448
McCready, David	Firefighter	\$1448
McKinney, David	Firefighter	\$1448
Ogan, Lloyd	Student Firefighter	\$638
Resh, Darin	Student Firefighter	\$964
Williams, Jonathan	Student Firefighter	\$638
Kriske, Ann	Secretary/Bookkeeper	\$1141

1110

ADDENDUM #1
TO
AGREEMENT
BETWEEN THE
CITY OF SACRAMENTO
AND
SACRAMENTO AREA FIRE FIGHTERS, LOCAL 522
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO
1984-87

This Addendum is to the Agreement entered into between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522, International Association of Fire Fighters, AFL-CIO on August 21, 1984, covering employees in the Fire Department Unit.

The purpose of this Addendum is to set forth the terms and conditions of employment for the present employees of the Natomas Fire Protection District who will become City employees effective September 1, 1984. Such employees shall be covered by the applicable provisions of the Fire Department Agreement, except as expressly modified and/or clarified herein.

I

Classification and Salary

1. Except as herein provided, the employees listed below shall be granted permanent civil service status in the specified City classification and shall receive the specified applicable monthly salary step placement.

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<u>Name</u>	<u>City Classification</u>	<u>Salary Step</u>	<u>Monthly Salary</u>
Ramirez, Rafael ^a	Fire Apparatus Operator (FS/AA/EMT)	E	\$2896.47
Jones, Kenneth	Firefighter (EMT)	E	\$2359.46
Cross, Reggie ^b _d	Firefighter (EMT)	C	\$2140.08
Rios, Jose	Firefighter (EMT)	C	\$2140.08
Waterman, Ronald	Firefighter (EMT)	C	\$2140.08
Curran, Joseph	Firefighter (FS/EMT)	A	\$2035.97
Jones, Steven	Firefighter (EMT)	A	\$1941.10
Laubinger, John ^d	Firefighter (FS/EMT)	A	\$2035.97
McCready, David	Firefighter	A	\$1848.38
McKinney, David ^d	Firefighter (EMT)	A	\$1941.10
Ogan, Lloyd ^c	Firefighter	A	\$1848.38
Resh, Darin ^c	Firefighter	A	\$1848.38
Williams, Jonathan ^c	Firefighter	A	\$1848.38

^aIncumbent shall be considered to have met the requirements of a Fire Science Certificate for compensation purposes of the Fire Incentive Program.

^bIncumbent must pass City medical examination as a condition of being granted permanent civil service status.

^cIncumbents will be required to attend a twelve-week training program. Incumbents must satisfactorily complete a twelve-month probationary period as a condition of being granted permanent civil service status.

^dIncumbents must provide proof of the Emergency Medical Technician Certificate in order to receive the incentive compensation.

2. Seniority with the District as full-time employees shall count as seniority credit with the Sacramento Fire Department for the purpose of future incentive compensation eligibility.
3. Employees placed at Salary Step "A" shall be eligible for advancement to the next salary step upon successful completion of 26 weeks of City service. Employees placed at Salary Step "C" shall be eligible for advancement to the next salary step upon successful completion of 52 weeks of City service.
4. Employees shall be required to continue to possess a valid Emergency Medical Technician Certificate in order to receive incentive compensation for the EMT.

II

Accrued Sick Leave and Vacation Credits

The accrued sick leave and vacation credits for each employee accumulated with the District at the close of business on August 31, 1984, shall be counted as City credits effective September 1, 1984.

III

Retirement

The employees shall become members of the retirement plan pursuant to the contract between the City of Sacramento and the Board of Administration, Public Employees' Retirement System (P.E.R.S.) dated January 29, 1977 and as amended June 1, 1978.

IV

Seniority

1. Employees shall be granted City classification seniority credits based on service with the District. The City seniority dates to be granted to each employee for the applicable classifications are:

<u>Name</u>	<u>Fire Apparatus Operator</u>	<u>Firefighter</u>
Ramirez, Rafael	7-1-77	9-1-71
Jones, Kenneth		12-16-76
Cross, Reggie		3-6-79
Rios, Jose		3-6-79
Waterman, Ronald		5-15-79
Curran, Joseph		7-1-80
Jones, Steven		7-1-80
Laubinger, John		7-1-80
McCready, David		9-1-80
McKinney, David		3-1-82
Ogan, Lloyd		9-1-84
Resh, Darin		9-1-84
Williams, Jonathan		9-1-84

2. The above seniority dates shall be applicable to the seniority provisions of the Fire Department Agreement and for seniority credits for promotional examinations pursuant to the Rules and Regulations of the Civil Service Board.
3. Employees appointed to full-time positions in not lower than the Apprentice classification in the District prior to March 6, 1978, shall be deemed to possess a Fire Science Certificate for the purposes of minimum educational qualifications for fire promotional classifications.
4. The above seniority dates are not to be counted in any way as prior service credits for retirement purposes under the City and P.E.R.S. agreement, unless the Natomas retirement plan is merged into the City-P.E.R.S. Agreement. In such event, the above seniority dates shall count as prior service credits for retirement purposes under the City and P.E.R.S. Agreement.

V

Minimum Manning

The minimum manning level for the fire stations located within the Natomas Fire Protection District shall be three (3) personnel at each station consisting of a Fire Captain, a Fire Apparatus Operator, and a Firefighter. In the event that Station #1 located at 7208 West Elkhorn Blvd. is relocated or replaced, the minimum manning level shall be consistent with the minimum manning level at City fire stations. Effective March 1, 1986, the minimum manning level at Station #2 located at 746 North Market Blvd. shall be consistent with the minimum manning level at City fire stations. The minimum manning level at these fire stations shall set no precedent on the minimum manning levels at City fire stations. The City further agrees not to present evidence of the minimum manning level for the Natomas fire stations in any future dispute proceeding on City minimum manning levels.

In the event that a Natomas fire station is included in the City because of an annexation or reorganization pursuant to the Municipal Organization Act of 1977, the minimum manning level at that fire station shall be consistent with the minimum manning level at City fire stations.

VI

Term

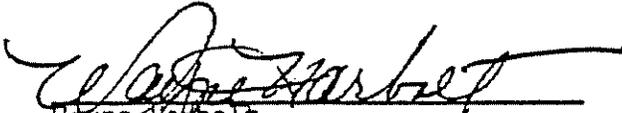
This Addendum is effective September 1, 1984, and shall remain in full force and effect up to and including July 3, 1987, or until such time as it is superseded by a new Agreement between the parties, whichever occurs later.

DATED: August 28, 1984

Master
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Sacramento Area Fire Fighters,
Local 522
International Association of Fire
Fighters, AFL-CIO

City of Sacramento


Wayne Harbolt
President


Steve Lakich
Director of Employee Relations

Master
File

SUPPLEMENTAL AGREEMENT
BETWEEN THE
CITY OF SACRAMENTO
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY LOCAL 39, AFL-CIO

The purpose of this Supplemental Agreement entered into between the City of Sacramento and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO on August 28, 1984, is to set forth the terms and conditions of employment for Ann Kriske of the Natomas Fire Protection District who will become a City employee effective September 1, 1984. Ms. Kriske will be covered by the applicable provisions of the Operations and Maintenance, Office and Technical and Professional Unit Agreement, except as expressly modified and/or clarified herein.

I

Classification and Salary

Ann Kriske shall be granted permanent civil service status in the City classification of Account Clerk I at salary step B.

II

Accrued Sick Leave and Vacation Credits

The accrued sick leave and vacation credits accumulated by Ann Kriske with the District at the close of business on August 31, 1984, shall be counted as City credits effective September 1, 1984.

Mason
File

III

Retirement

Ann Kriske shall become a member of the retirement plan pursuant to the contract between the City of Sacramento and the Board of Administration, Public Employees' Retirement System (P.E.R.S.) dated January 29, 1977 and as amended June 1, 1978.

IV

Seniority

1. Ann Kriske shall be granted City classification seniority credit based on service with the District. The City seniority date to be granted to Ann Kriske in the classification of Account Clerk I is December 21, 1978.
2. The seniority date shall be applicable to the seniority provisions of the Operations and Maintenance, Office and Technical, and Professional Unit Agreement and for seniority credit for promotional examinations pursuant to the Rules and Regulations of the Civil Service Board.
3. The seniority date is not to be counted in any way as prior service credit for retirement purposes under the City and P.E.R.S. agreement, unless the Natomas retirement plan is merged into the City-P.E.R.S. Agreement. In such event, the above seniority date shall count as prior service credit for retirement purposes under the City and P.E.R.S. Agreement.

V

Term

This Supplemental Agreement is effective September 1, 1984, and shall remain in full force and effect until such time as it is superseded by a new Agreement between the parties.

DATED: August 28, 1984

Stationary Engineers, Local 39



Garland Rosauo
Business Representative

City of Sacramento



Steve Lakich
Director of Employee Relations

AMENDMENT #1

TO CITY AGREEMENT #84-37

BETWEEN THE CITY OF SACRAMENTO AND

THE NATOMAS FIRE PROTECTION DISTRICT

This First Amendment is made as of June 21, 1994, by and between the CITY OF SACRAMENTO ("City") and the NATOMAS FIRE PROTECTION DISTRICT ("District").

1. Section 5, subsection b of City Agreement 84-37 is hereby amended to read:

5. District Obligations

b. Payment to City

For each City fiscal year during the term of this Agreement, District shall pay to City one hundred percent (100%) of the revenues (including rollover and contingencies) received by the District for that fiscal year less necessary expenditures. The determination of each year's necessary expenditures shall be made by the Board of Supervisors acting as the Board of Directors of the Natomas Fire Protection District and an approved budget adopted June 30 preceding the fiscal year for which payment is to be made. It is anticipated that necessary expenditures will include, but not be limited to, property tax collection costs, audit costs and County Executive administration costs. Any increase over 1993-94 expenditures shall require City approval which shall not be unreasonably withheld. Any dispute over a proposed budget expenditure may be submitted to final and binding arbitration. The arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association. The payment shall be made fifty percent (50%) by each January 15 and fifty percent (50%) by each June 30. Additionally, ninety percent (90%) of any District fund balances as of June 30, 1994 and every June 30 thereafter, shall be paid to City. Such payment shall be made by September 30 each year.

For example, if total revenues received by the District for 1993-94 were \$800,000 and necessary expenditures were \$30,000, then payment to the City for 1993-94 would be \$770,000 (\$800,000 - \$30,000).

In no event shall the payment calculated in accordance with this paragraph exceed the District's appropriation limitation specified by Article XIIIIB of the California Constitution. Provided, however, that the City shall be furnished with and have the right to approve appropriation limitation calculations prior to alteration of the formula calculation specified by this

City Agreement No. 84-037-1

RESOLUTION NO. 94-456

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF JUL 19 1994

A RESOLUTION APPROVING AMENDMENTS TO
THE FRUITRIDGE FIRE PROTECTION DISTRICT AGREEMENT
AND THE NATOMAS FIRE PROTECTION DISTRICT AGREEMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO THAT:

The City Manager is authorized to execute the amendments to the Fruitridge and Natomas Fire Protection Districts' Agreements, changing the method for calculating the Districts' annual payments to the City.

JOE SERNA, JR.

MAYOR

VALERIE BURROWES
CITY CLERK

CERTIFIED AS TRUE COPY
of Resolution No. 94-456

JUL 25 1994
DATE CERTIFIED Valerie A. Burrowes
CITY CLERK CITY OF SACRAMENTO

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 94-456

DATE ADOPTED: JUL 19 1994

Agreement No. 84-037-1

CITY CLERK'S COPY

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into this 22nd day of June, 2004, by and between the City of Sacramento, a chartered city of the State of California (hereafter "City") and the Natomas Fire Protection District, a dependent fire district created under the laws of the State of California (hereafter "District").

RECITALS

A. WHEREAS, City and District entered into an agreement in August, 1984, for the City to provide fire protection services within the District (City Agreement No. 84-037, attached hereto as Attachment 1); and

B. WHEREAS, City and District agree that the contractual arrangement has been mutually beneficial and has proven to be an efficient and effective way to provide fire protection services within the District; and

C. WHEREAS, the term of the 1984 agreement expires on June 30, 2004; and

D. WHEREAS, the City and District desire to continue the contractual relationship between the City and the District.

NOW, THEREFORE, the parties agree as follows:

1. The term of the August, 1984, agreement for the City to provide fire protection services within the District is extended for two additional years. The term shall expire on June 30, 2006.

2. All other terms and provisions of the August, 1984, agreement shall remain in full force and effect.

CITY AGREEMENT NO. 84-037-2

CITY AGREEMENT NO. 84-037-2

CITY CLERK'S COPY

RESOLUTION NO. NF-0037

A RESOLUTION AUTHORIZING THE CITY MANAGER AND COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO THE AGREEMENT TO PROVIDE FIRE PROTECTION SERVICE WITHIN THE NATOMAS FIRE PROTECTION DISTRICT

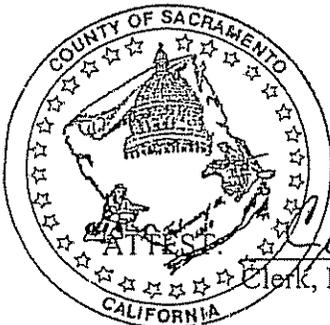
BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NATOMAS FIRE PROTECTION DISTRICT THAT:

The City Manager and County Executive or their designees are hereby authorized to execute an amendment to the agreement to provide fire protection service within the Natomas Fire Protection District.

On a motion by Director Dickinson, seconded by Director Niello, the foregoing resolution was passed and adopted by the Board of Directors of the Natomas Fire Protection District, this 22nd day of June, 2004 with the following vote, to wit:

- AYES: Directors Dickinson, Niello, Nottoli, Johnson
- NOES: Directors None
- ABSENT: Directors Collin

Muriel P. Johnson
Chair, Board of Directors of
Natomas Fire Protection District



Cindy H. Turner
Clerk, Board of Directors

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman on 6-22-04

By: *Faye Romo*
Deputy Clerk, Board of Directors

FILED

JUN 22 2004

BOARD OF DIRECTORS
Cindy H. Turner
Clerk of the Board

The foregoing is a correct copy of a resolution adopted by the Board of Directors, Sacramento County, California

On JUNE 22 2004
Dated JUNE 22 2004
Clerk of Said Board of Directors
By Faye Romo
Deputy Clerk

RESOLUTION NO. 2004-493
ADOPTED BY THE SACRAMENTO CITY COUNCIL
ON DATE OF JUN 22 2004

A RESOLUTION AUTHORIZING THE CITY MANAGER AND COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT TO PROVIDE FIRE PROTECTION SERVICE WITHIN THE NATOMAS FIRE PROTECTION DISTRICT

CERTIFIED AS TRUE COPY
OF Resolution 2004-493
DATE CERTIFIED July 13, 2004
S. Concolino
CITY CLERK, CITY OF SACRAMENTO

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO THAT:

The City Manager and County Executive for their designees are hereby authorized to execute an agreement to provide fire protection service within the Natomas Fire Protection District.

MAYOR

HEATHER FARGO

ATTEST:

SHIRLEY CONCOLINO

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO: 2004-493
DATE APPROVED: JUN 22 2004

CITY AGREEMENT NO. 84-037-7