

FRESNO COUNTY FIRE PROTECTION DISTRICT



CITY OF KINGSBURG SUN-MAID GUARDIAN REORGANIZATION

March 29, 2013

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FRESNO COUNTY FIRE

PROTECTION DISTRICT

210 South Academy Avenue
Sanger, California 93657
Telephone: (559) 493-4300
Fax: (559) 875-8473
www.fresnocountyfire.org

March 29, 2013

Jeff Witte, LAFCo Executive Officer
2607 Fresno Street, Suite B
Fresno, California 93721

Re: City of Kingsburg, Sun-Maid Guardian Reorganization

Dear Mr. Witte,

Initially, the Fresno County Fire Protection District ("District") notes that a Municipal Service Review ("MSR") (Government Code section 56430) is currently underway with respect to the District and would be the baseline for significant portions of information requested by you as Commission and the Executive Officer to evaluate the applications of the City of Kingsburg ("City") for change of organization. Accordingly, the District requests that the Commission continue the matter for seventy days consistent with Government Code section 56666 which would be beyond the time frame when the completion of the MSR is currently proposed. In the absence of such information the record on this application could lead to an inconsistent analysis by the Commission's Executive Officer with respect to the facts necessary to determine the primary issue of which local agency can most efficiently provide fire service to the affected territory of the application.

Second, the District notes that the City environmental document under the California Environmental Quality Act (Public Resources Code section 21000, *et seq.*, "CEQA") that accompanied the application, a Mitigated Negative Declaration ("MND") for consideration by the Commission and their responsible agency under CEQA is factually inaccurate in at least one respect.

The involved MND disposes of the issue of impact of the application action on the environment, specifically public services - fire protection by indicating that a Transition Agreement is in effect (while acknowledging that it expires on December 31, 2012) between the City and the District. In other words, there are changed circumstances under which the project - the annexation/detachments are to be carried out - something none of the affected agencies would dispute.

Executive Officer Witte
March 29, 2013
Page 2

In referencing these issues, the District reserves the right to comment in all respects on the City application currently scheduled for hearing on April 10, 2013.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith A. Larkin", with a stylized flourish at the end.

KEITH A. LARKIN
Fire Chief

dh

cc: Ken Price, LAFCo Attorney
Armando Lopez, LAFCo President
Michael Del Puppo, Board President
William D. Ross, District Counsel



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PROTECTION DISTRICT

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March 28, 2013

Armando Lopez, President
Fresno Local Agency Formation Commission
2607 Fresno Street, Suite B
Fresno, California 93721

Re: Follow up to LAFCo Hearing on February 13, 2013
Transition Agreements
Guardian/SunMaid Reorganization

Dear President Lopez,

The Fresno County Fire Protection District (Fire District) is the primary fire protection and public safety provider to the citizens of Fresno County. The Fire District covers over 2600 square miles of Fresno County and provides emergency response services from 13 career staffed fire stations and 5 Volunteer Paid-Call fire stations. The Fire District surrounds and/or borders every City in the County and is the Fire Department for five (5) Cities (Mendota, Parlier, Huron, San Joaquin, Tranquility), Table Mountain Rancheria and Casino, and provides automatic aid to ten (10) Cities (Sanger, Selma, Reedley, Firebaugh, Kingsburg, Orange Cove, Coalinga, Fowler, Laton, and Riverdale), the County of Merced, the County of Kings, 3 Fire Districts (North Central, Auberry, and Bald Mountain) and provides mutual aid Haz-Mat, Technical Rescue, and water rescue operations to the Fresno County Sheriff's Office and Environmental Health on a routine basis.

In a recent review of the Fire District's 2000-2010 statistics for population, land size, and call volume the following was obtained: the population within the Fire District's boundaries has *decreased* from 132,089 to 130,992 (-.08%), the land size (acreage) has *decreased* from 1,638,998 to 1,625,794 (-.08%), but the call volume for services has *increased* from 7,556 to 9,603 (+27%). (See Exhibit A) During this same time frame (2000-2010 census), the population for the City of Clovis *increased* by 41.60%, the City of Sanger *increased* by 28.20%, the City of Kingsburg *increased* by 23.70%, and the City of Selma *increased* by 20.00%. (See Exhibit B) People that live within the Cities travel throughout Fresno County and the Fire District for work, shopping, delivery of goods or services, and to enjoy the many available recreational activities. The Fire District's increase in call volume is very obviously commensurate with the growth of the Cities.

The Fire District's primary funding source is property taxes collected from all property (developed and undeveloped) within the Fire District boundaries. Over the last 10 years the Fire District's property tax funding source has continued to erode through multiple means of reduction, redirection, and/or elimination. (See Exhibit C). In the last ten (10) years the funding loss from City annexations alone has totaled over \$5.5 million in property tax revenue (See Exhibit D) and over \$750,000 in annual decreased revenue. At a recent LAFCo hearing one of the City representatives stated that the amount of money being lost by the Fire District through annexations is so "inconsequential" that it is not worth fighting over and the Fire District should simply walk away from the table. As you can see from the numbers provided above, the amount of funding is not inconsequential at all.

LAFCo must keep in mind that ninety-nine percent (99%) of all land within the Fire District that is annexed into the Cities is "undeveloped or vacant" land that requires no services from the Fire District. These lands provide valuable funding for services to all areas within the Fire District. It isn't until the land is annexed into the City that development occurs and there becomes a demand for services.

In the case of the Guardian/SunMaid Reorganization we are dealing with developed land that has the potential for significant service demand but also provides a significant funding source to the Fire District. This annexation and detachment from the Fire District will result in an immediate loss of \$101,302 in annual property tax revenue to the Fire District. This equates to a net loss of 2 (two) full time paid firefighters through the loss of funding for one (1) Firefighter and partial funding for a second Firefighter. The loss of these two positions will result in a staffing level on Engine 83 that is no longer adequate to safely respond and places the Station located at Mt. View and Hwy 99 at risk of being closed. The closure of this station will result in reduced emergency services to the Guardian Glass, Sun Maid Raisin, and Vydell Winery facilities, an overall reduction in services throughout the Fire District, as well as less support to the Cities through the automatic aid agreements. In the system approach to emergency services, the reduction in services at one location is as if you tossed a rock into the pond creating a ripple effect across the entire surface.

Mistakenly, the Cities wish to remain focused on the service demand and funding loss from a "onetime annexation" rather than the cumulative effect to the Fire District that occurs overtime from all of the annexations. This "onetime annexation" approach does not properly represent the impacts associated with the transition of services or the funding challenges that must be addressed by LAFCo. Moreover, it is simply not in the public's best interest, efficient use of the Commission's time, or good government practices to place the Cities and the Fire District in a position of standing before LAFCo on each and every annexation to present their arguments as to how LAFCo should decide on these issues. If LAFCo were to consider the amount of time committed to meetings, developing lengthy staff reports, and speaking before the Commission for the Guardian/SunMaid reorganization alone, we can easily see the road that we are heading down. LAFCo must not be placed in the position of

hearing and deciding on the appropriate service levels and allocation of funding for each and every annexation that comes before them. These issues need to be settled and agreed upon outside the Commission's Chambers through a fully executed transition agreement between the Cities and the Fire District. This is why transition agreements have been in place for the last 20 years and why they need to remain in place today as well as in the future. It is imperative that LAFCo not change their policy and remain committed to "requiring" transition agreements. LAFCo must assure that the transition of services and the allocation of property taxes do not adversely impact public safety services to the remaining area within the Fire District as well as the Regional services provided through automatic aid and mutual aid to all the Cities in Fresno County.

The Fresno County Fire Protection District stands "adamantly opposed" to the Guardian/SunMaid Reorganization for the simple reason that we will lose a significant funding source and remain the primary service provider for emergency services. The Fire District has offered several transition agreement options to the City of Kingsburg that would have allowed the City to complete the annexation and would also properly address the services for the future. However, these options have been considered and refused by the Kingsburg City Council.

LAFCo must acknowledge the City of Kingsburg's inability to provide the appropriate level of emergency services to protect the people that work within the Guardian Glass and SunMaid facilities each and every day. The Guardian Glass/SunMaid reorganization is not simply about facilities and funding, it is about the protection and preservation of human lives.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Keith A. Larkin". The signature is fluid and cursive, with a long horizontal stroke at the end.

KEITH A. LARKIN, Chief
Fresno County Fire Protection District

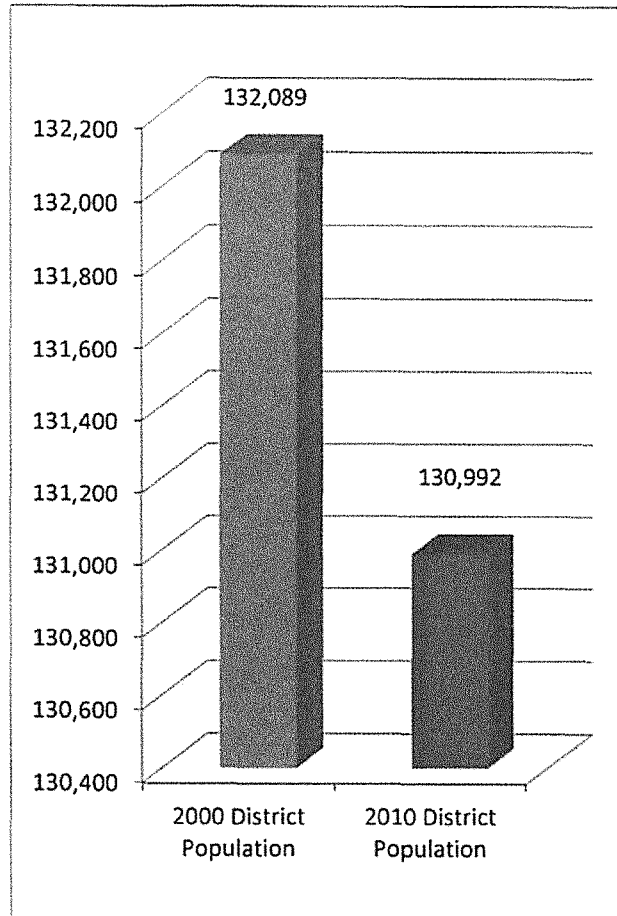
gw

cc: Michael Del Puppo, Board President

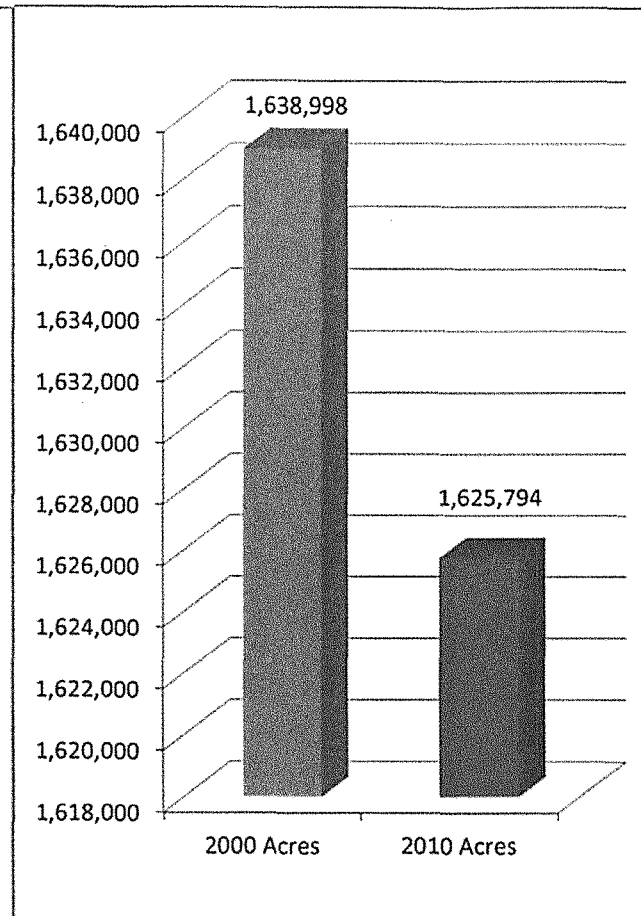
EXHIBIT A

FRESNO COUNTY FIRE PROTECTION DISTRICT STATISTICS 2000-2010

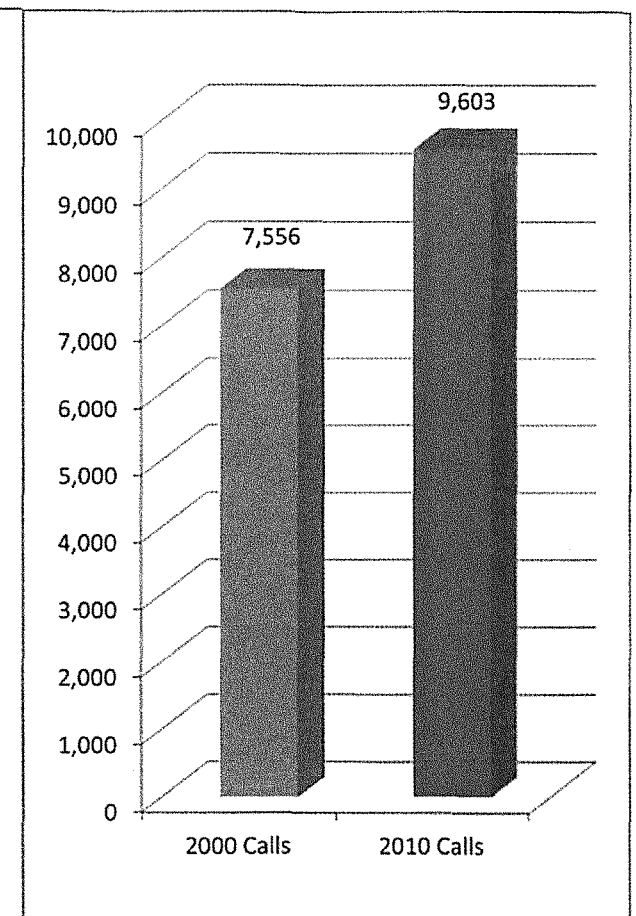
***District Population 2000 & 2010**



District Acres 2000 & 2010



District Call Volume 2000 & 2010



| | |
|--------------------------|---------|
| 2000 District Population | 132,089 |
| 2010 District Population | 130,992 |
| Decrease | 0.837% |

| | |
|------------|-----------|
| 2000 Acres | 1,638,998 |
| 2010 Acres | 1,625,794 |
| Decrease | 0.812% |

| | |
|------------|-------|
| 2000 Calls | 7,556 |
| 2010 Calls | 9,603 |
| Increase | 27.1% |

*Population information from the 2000 & 2010 US Census Bureau data.

EXHIBIT B

* CITY POPULATION GROWTH - 2000 to 2010

| <u>CITY</u> | <u>YEAR 2000</u> | <u>YEAR 2010</u> | <u>% INCREASE</u> |
|-------------|----------------------|----------------------|-------------------|
| CLOVIS | 68,468 | 96,929 | 41.60% |
| MENDOTA | 7,890 | 11,014 | 39.59% |
| PARLIER | 11,145 | 14,494 | 30.10% |
| SANGER | 18,931 | 24,270 | 28.20% |
| KINGSBURG | 9,199 | 11,382 | 23.70% |
| SELMA | 19,350 | 23,219 | 20.00% |
| REEDLEY | 20,756 | 24,194 | 16.60% |
| FRESNO | 427,652 | 494,665 | 15.70% |

*U.S. CENSUS BUREAU DATA

EXHIBIT C

FCFPD - LOSS OF PROPERTY TAX REVENUE

updated on 2-5-2013

COUNTY AND STATE

| | Loss for 2011-2012 | Total Loss to Date | NOTES |
|------------------------------|--------------------|--------------------|--|
| ERAF | 2,367,774 | 32,109,763* | Since 1992-1993* |
| PROP. 172 | 1,261,929 | 13,103,833 | Since 1992-1993 |
| TRIBAL TRUST LANDS | 13,565 | 120,000 | Estimate for next 10 years |
| WILLIAMSON ACT | 192,500 | 19,250,000 | Estimate for next 10 years Assuming Total cancellation (for loss to) |
| ANNEXATIONS SINCE 2003 | 0 | 5,509,430 | Estimate for last 10 years |
| Prop. 8 (Since 2008) | Unknown | Unknown | Reduced assessments value less than the Prop 13 base value. |
| HIGH SPEED RAIL | 0 | Unknown | Approx. 360 District Parcels lost. |
| NEW COLLEGE AT MILLERTON LAK | 0 | Unknown | Approx. 340 District Acres lost |
| SUB TOTALS | <u>3,835,768</u> | <u>70,093,026</u> | |

FEDERAL

| | | | |
|--|------------------|-------------------|--|
| MENDOTA PRISON | 173,250 | 1,732,500 | *Estimate for next 10 years Completed in 2010 (640 Acres) |
| DEPARTMENT OF INTERIOR PAYMENT IN LIEU OF TAXES | 42,500 | 425,000 | *Estimate for next 10 years |
| GRAND TOTAL | <u>4,051,518</u> | <u>72,250,526</u> | |

EXHIBIT D

Property Tax Revenue Lost Due to Annexations (Last 10 Years)

| 2003-04 | 2004-05 | 2005-06 | 2006-07 | 2007-08 | 2008-09 | 2009-10 | 2010-11 | 2011-12 | 2012-13 | Annual *BYA Total | 10 Year *BYA Total |
|-------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---|---------------------------|
| 29,557 | 30,148 | 30,751 | 31,366 | 31,993 | 32,633 | 33,286 | 33,952 | 34,631 | 35,323 | 29,557 | 323,641 |
| | 67,565 | 68,916 | 70,295 | 71,701 | 73,135 | 74,597 | 76,089 | 77,611 | 79,163 | 67,565 | 659,071 |
| | | 329,326 | 335,913 | 342,631 | 349,483 | 356,473 | 363,603 | 370,875 | 378,292 | 329,326 | 2,826,595 |
| | | | 136,444 | 139,173 | 141,956 | 144,795 | 147,691 | 150,645 | 153,658 | 136,444 | 1,014,363 |
| | | | | 54,785 | 55,881 | 56,998 | 58,138 | 59,301 | 60,487 | 54,785 | 345,590 |
| | | | | | 13,020 | 13,280 | 13,546 | 13,817 | 14,093 | 13,020 | 67,757 |
| | | | | | | 53,568 | 54,639 | 55,732 | 56,847 | 53,568 | 220,786 |
| | | | | | | | 0 | | | 0 | 0 |
| | | | | | | | | 0 | 0 | 0 | 0 |
| | | | | | | | | | 51,626 | 51,626 | 51,626 |
| | | | | | | | | | | 10 Year | |
| *BYA Annual Loss: Grand Total | | | | | | | | | | 735,891 | BYA Total Loss: 5,509,430 |
| | | | | | | | | | | *PTA payments made to Fire District by Cities 1,687,225 | |
| | | | | | | | | | | Fire District Net Loss 3,822,205 | |

*BYA = "Base Year Allocation" of Property Taxes

*PTA = "Property Tax Allocation"

Overview of Station 83

Fresno County Fire Protection District Station 83 (Station 3) was strategically located on its present site on Mountain View Ave. East of Golden State Blvd. in 1970 because of its proximity to Sun Maid Raisins and Vie Del Winery, the two largest industries in the area at the time. Consideration was also given to place the station where it would be in a position to help the communities of Kingsburg and Selma within a short period of time. The original location of Station 3 was Conejo and Peach Avenues, later moving to a location on Van Horn Ave. South of Kamm Ave. before moving to its present location.

Station 83 perennially ranks as the busiest engine / water tender station within the Fresno County Fire Protection District surpassing 2000 calls for service in 2012. On a normal day, the engine and crew from Station 83 could find themselves responding to calls for service in Kingsburg, Selma, Parlier, Reedley, Laton, Fowler and Monmouth. And to any other community in Fresno County, as part of an emergency response depending on call type and what other fire engines are already committed on other incidents.

Should Fresno County Fire Protection District be forced to close or relocate Station 83 due to the loss of property tax revenues today, it would have a devastating impact on the operations of the Fire District, and the safety not only of County residents and those who pass through the County, but those citizens within the communities that we partner with through Automatic Aid Agreements.

The loss in revenue will only be compounded over time if other annexations are allowed to proceed without Transition Agreements, any loss in revenue without the orderly transition process will have a devastating effect on the same cities, who to this point, have refused to sit down and seriously negotiate transition agreements. It is also no coincidence that these are the same cities that rely on the help of the Fire District the most. Without the Fire District's assistance, the small cities in Fresno County cannot come close to meeting any recognized national standards for fire ground operations without equipment from outside agencies, specifically the Fresno County Fire Protection District. The recent Instant Aid Agreement between the cities of Sanger, Selma and Kingsburg, while on face value may seem like a

good idea, will only expose the weaknesses of the concept by exposing the donor cities to increased risks while their equipment is out of their jurisdictions, which they are stretched thin protecting now, and increase the workload and commitments of the Fire District.

Following are statistical data that show how vital the health of Station 83 is to the residents of Fresno County and the Cities that Engine 83 serves on a daily basis.

Incident Response for Station 83

| <u>Incident Type</u> | <u>2012</u> | <u>2011</u> |
|---|-------------|-------------|
| Fire & Alarms | 676 | 642 |
| Medical Aids | 1055 | 900 |
| Technical Rescues | 4 | 10 |
| Motor Vehicle Accidents | 243 | 254 |
| Cover Selma City | 50 | 34 |
| Cover Kingsburg City | 15 | 4 |
| Cover Reedley City | 2 | 0 |
| Other | 36 | 48 |
| <u>Total Incident Response for Station 83</u> | <u>2081</u> | <u>1892</u> |

*The numbers represented are broken down from the final incident type.

Station 83 Response into Neighboring Agencies

| |
|-----------------------------|
| Assist to the City of Selma |
|-----------------------------|

| <u>Incident Type</u> | <u>Total Resources</u> | |
|---|------------------------|-------------|
| | 2012 | 2011 |
| Fire Calls | 40 | 19 |
| Medical Aids/MVA's | 9 | 5 |
| Other | 0 | 2 |
| City Coverage | 50 | 34 |
| Number of Incidents Station 83 assisted to Selma : | 99 | 60 |

Station 83 Response into Neighboring Agencies

| |
|--|
| Assist to the City of Kingsburg |
|--|

Incident Type

Total Resources

| | 2012 | 2011 |
|--------------------|-------------|-------------|
| Fire Calls | 41 | 52 |
| Medical Aids/MVA's | 25 | 22 |
| City Coverage | 15 | 4 |
| Other | 1 | 7 |

Number of Incidents Station 83 assisted in Kingsburg:

82 85

*All numbers represented are broken down from the final incident type.

Station 83 Response into Neighboring Agencies

Assist to the City of Sanger

Incident Type

Total Resources

2012

2011

Fire Calls

1

0

Medical Aids/MVA's

0

0

City Coverage

0

0

Other

1

0

Number of Incidents Station 83 assisted Sanger City:

2

0

*All numbers represented are broken down from the final incident type.

Station 83 Response into Neighboring Agencies

Assist to the City of Parlier

| <u>Incident Type</u> | <u>Total Resources</u> | |
|---|------------------------|-------------|
| | 2012 | 2011 |
| Fire Calls | 95 | 72 |
| Medical Aids/MVA's | 530 | 339 |
| Other | 11 | 12 |
| <hr/> | | |
| Number of Incidents Station 83 responded in Parlier: | 636 | 423 |

*All numbers represented are broken down from the final incident type.

Regional Assistance

As part of the Fresno County Fire Protection Districts Automatic Aid Agreements and contractual obligations, the District provides assistance to, or direct protection to all the smaller cities within Fresno County. Following is statistical data that shows the total commitment of individual Fresno County Fire Protection District resources to just four of the small cities in Fresno County, and the total number of incidents that those resources responded to.

Also you will find attached copies of Automatic Aid Agreements in place with Sanger, Selma and Kingsburg that are highlighted to show the Fire Districts automatic responses to those cities. One point worth mentioning is that the Fresno County Fire Protection District has never turned down a request for assistance from any of the cities within Fresno County; the same cannot be said for the cities to the District.

Fresno County Fire Assist & Cover Assignments

Assist to the City of Selma

| <u>Incident Type</u> | <u>Total Resources</u> | |
|---|------------------------|-------------|
| | <u>2012</u> | <u>2011</u> |
| Fire Calls | 148 | 59 |
| Medical Aids/MVA's | 16 | 20 |
| City Coverage | 63 | 48 |
| Other | 0 | 4 |
| Individual resources committed to assist Selma City: | 227 | 131 |
| Number of Incidents FCFPD assisted Selma City: | 116 | 74 |

Assist to the City of Kingsburg

| <u>Incident Type</u> | <u>Total Resources</u> | |
|---|------------------------|------------|
| | | |
| Fire Calls | 91 | 125 |
| Medical Aids/MVA's | 35 | 30 |
| City Coverage | 16 | 6 |
| Other | 2 | 9 |
| Individual resources committed to assist Kingsburg City: | 144 | 170 |
| Number of Incidents FCFPD assisted Kingsburg City: | 87 | 95 |

| |
|-------------------------------------|
| Assist to the City of Sanger |
|-------------------------------------|

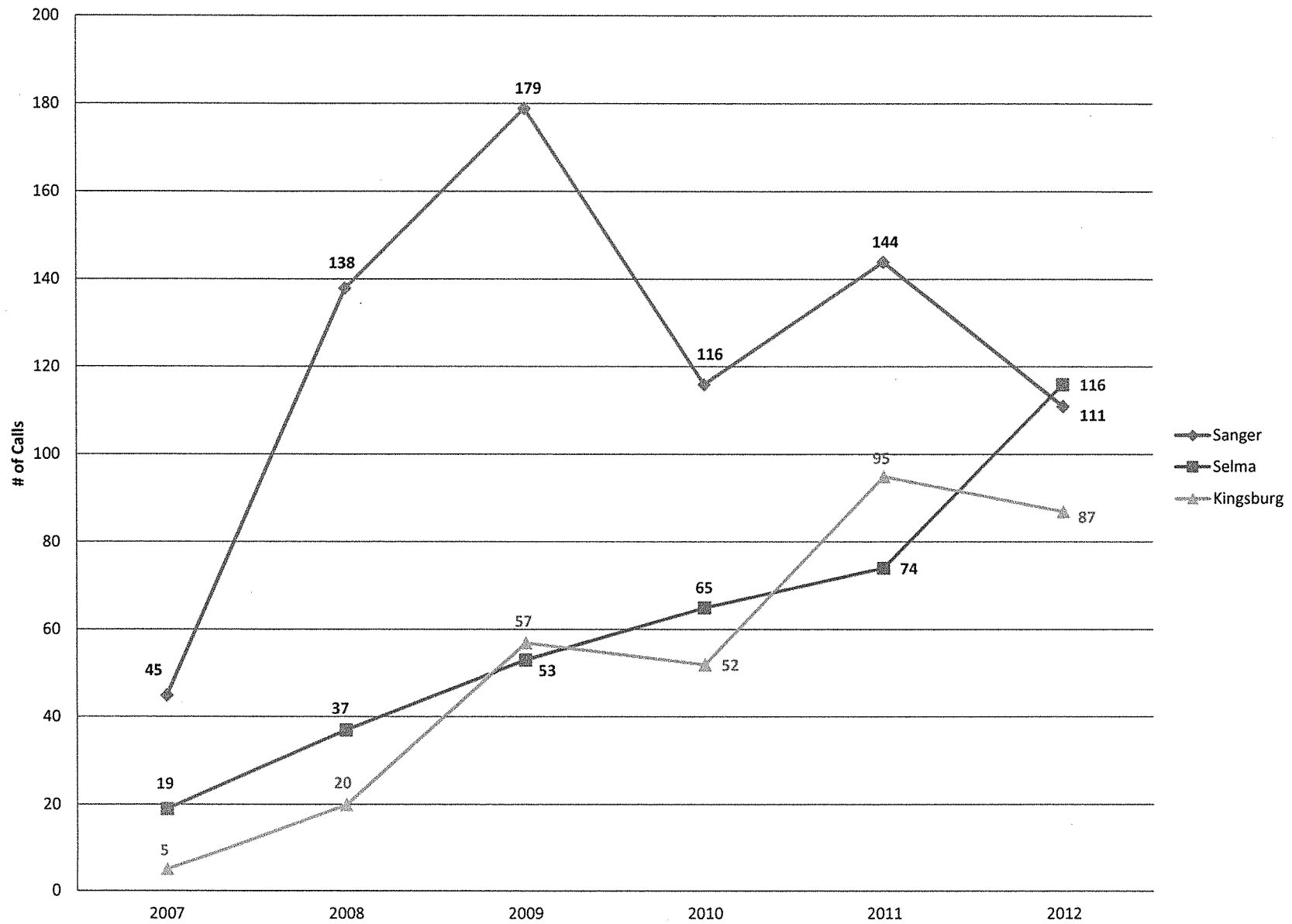
| <u>Incident Type</u> | <u>Total Resources</u> | |
|--|------------------------|-------------|
| | <u>2012</u> | <u>2011</u> |
| Fire Calls | 165 | 136 |
| Medical Aids/MVA's | 48 | 50 |
| City Coverage | 10 | 75 |
| Other | 5 | 9 |
| <hr/> | | |
| Individual resources committed to assist Sanger City: | 228 | 270 |
| Number of Incidents FCFPD assisted Sanger City: | 111 | 144 |

| |
|--------------------------------------|
| Assist to the City of Parlier |
|--------------------------------------|

| <u>Incident Type</u> | <u>Total Resources</u> | |
|---|------------------------|-------------|
| | <u>2012</u> | <u>2011</u> |
| Fire Calls | 281 | 377 |
| Medical Aids/MVA's | 754 | 854 |
| Other | 19 | 49 |
| <hr/> | | |
| Individual resources committed to assist Parlier City: | 1054 | 1280 |
| Number of Incidents FCFPD assisted Parlier City: | 817 | 766 |

*All numbers represented are broken down from the final incident type.

Fresno County Fire Responses to Selma, Kingsburg and Sanger



**AUTOMATIC AID
AGREEMENT
CITY OF KINGSBURG**

**FRESNO COUNTY FIRE PROTECTION DISTRICT
AND CITY OF KINGSBURG
AGREEMENT FOR FIRE PROTECTION SERVICE**

AUTOMATIC AID AGREEMENT

THIS AGREEMENT is made and entered into on the 1st day of June, 2008, by and between the City of Kingsburg, a municipal corporation, hereinafter called "KINGSBURG" and the FRESNO COUNTY FIRE PROTECTION DISTRICT, a political subdivision of the State of California, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the parties have the common power to provide fire protection and emergency medical services and desire to jointly exercise said power pursuant to the authority granted under Section 6502 and Section 55632 of the California Government Code and Section 13050 et seq. of the California Health and Safety Code; and

WHEREAS, the parties desire to maximize the delivery of fire protection and emergency medical services by responding units necessary to protect life or property.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS. Unless the particular provision or context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words used in this Agreement.

- a) "Fire protection services" shall mean firefighting capacity to contain, control, and extinguish fires.
- b) "Automatic aid" shall mean the parties actions, when due notice is received, to assist the other with fire responses and medical responses.
- c) "Requesting party" shall mean any party to this Agreement that requests fire protection and/or emergency medical response within its jurisdiction from the other party to this Agreement.
- d) "Responding party" shall mean any party to this Agreement that receives a request for fire protection and/or emergency medical response within the jurisdiction of the requesting party.
- e) "Unit" shall mean a paid engine company including apparatus, equipment, and personnel.
- f) "Fire response" shall mean the response described in section 2(b) below.

g) "Move up and cover" shall mean the practice of reallocating and posting response resources to cover a station and/or emergencies in either Party's jurisdiction.

h) "Medical response" shall mean the response described in section 2(c) below.

SECTION 2. FURNISHING OF FIRE PROTECTION AND MEDICAL RESPONSES.

The party with the nearest available Unit shall furnish fire protection services and medical aids within the defined "automatic aid" area of the party requesting such service pursuant to the following provisions:

- a) The respective Fire Chiefs of the parties shall determine the specific details of providing the services under the terms as specified in this Agreement. It is understood that all plans which deal with fire protection shall adhere as closely as practical to the "closest available Unit" concept, which forms the basis for this Agreement.
- b) The parties agree to provide an automatic Fire Response as follows:
KINGSBURG will respond one Unit to the DISTRICT as part of the DISTRICT'S Standard Response Plan and the DISTRICT shall reciprocate by responding one (1) Unit and one (1) Battalion Chief to the fire incident.
- c) The parties agree to provide an automatic Medical Response as follows:
KINGSBURG and the DISTRICT agree to respond the closest available Unit to medical emergencies.
- d) The automatic responses described herein shall include responses to traffic collisions and motor vehicle accidents.
- e) The area covered by this Agreement is within the city limits of KINGSBURG, and the boundaries of the DISTRICT, as set forth in Exhibit "A."
- f) The responding party is not obligated to furnish any service if apparatus, equipment, personnel, or any combination thereof is not available as determined by the Fire Chief or his/her designated representative.
- g) The first Unit to arrive at the scene of the incident shall initiate appropriate action. The Officer-In-Charge of the first Unit to arrive shall cause to be reported to the requesting party all pertinent information about the conditions encountered at the scene of the incident. The Officer-In-Charge of any such Unit shall be in charge of the incident until relieved by an officer of the requesting party.
- h) Both parties agree to release the other party's resources at the earliest opportunity from any incident to which they respond.
- i) The DISTRICT will provide a Unit for "move up and cover" to KINGSBURG in the event KINGSBURG has no available units. In addition to "Automatic aid" responses, the District agrees to stage personnel and equipment within

KINGSBURG'S city limits, at the request of KINGSBURG, when staffing levels are too low to provide adequate fire protection and EMS services to its citizens due to heavy call volume.

SECTION 3. PRIVILEGES AND IMMUNITIES. The provisions of this Agreement are intended to comply with the provisions of Article 2, Chapter 2, Part 1, Division 12, of the Health and Safety Code of the State of California, and Article 2, Chapter 4, Part 2, Division 2, Title 5, of the Government Code of the State of California, providing for privileges and immunities from liabilities, exemption from losses, and rules applicable to personnel furnishing fire protection outside the jurisdiction of the responding party and within the jurisdiction of the requesting party.

SECTION 4. WAIVER OF CLAIMS. Each party waives any and all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

SECTION 5. AGENCY. It is the intent of parties hereto, and part of the consideration supporting this Agreement, that each party shall bear all risks and obligations for its own personnel (including but not limited to pension, relief, disability, worker's compensation, and other benefit(s)) as well as injury or damage to third parties that may arise while responding to the requesting party's incident in the same manner and to the same extent as if occurring within responding party's jurisdiction, subject only to Section 3, herein.

SECTION 6. THIRD PARTY. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

SECTION 7. ASSIGNMENT. This Agreement shall be binding on the successors and assigns of the parties hereto, except that no party shall assign this Agreement without the prior written consent of the other party.

SECTION 8. TERMINATION OF AGREEMENT. Either party may terminate this Agreement upon giving thirty (30) days written notice to the other party.

SECTION 9. ADMINISTRATION OF AGREEMENT. This Agreement shall be administered through the mutual agreement of the parties acting by and through their respective Fire Chiefs.

SECTION 10. TERM OF AGREEMENT. This Agreement shall be effective as of the day and year hereinabove written and continue unless terminated by either party by giving written notice of its intention to terminate pursuant to Section 8, herein.

SECTION 11. FURNISHING OF TRAINING. In an effort to insure effective operations between the KINGSBURG Fire Department and the DISTRICT, the DISTRICT shall make available two (2) slots for training KINGSBURG Fire Department fire personnel. The areas include but may not be limited to the following:

- | | |
|------------------------------------|----------------------------|
| 1. Wildland Firefighting Practices | 6. Structural Firefighting |
| 2. Vehicle Extrication | 7. Water Tender |
| 3. Communications | 8. ICS |
| 4. Rescue Systems | 9. Relay Pumping |
| 5. Confined Space | |

SECTION 12. SHOP TIME AND PUMP TESTING. Access to the DISTRICT'S shop facility in Del Rey shall be granted, when available, by appointment, and the use of pump testing equipment, power tools and hoist and other specialty tools as reasonably necessary in performing routine repairs, modifications, or adjustments to KINGSBURG'S Fire Department equipment (using only Kingsburg supplied manpower).

SECTION 13. MEALS AND ACCOMMODATIONS. In an effort for the parties to accommodate each other during "Move Up and Cover" assignments, the DISTRICT will provide to KINGSBURG access to fire stations and subsistence as needed, and shall KINGSBURG reciprocate by providing the same to the DISTRICT, as needed.

SECTION 14. COMMUNICATIONS. In order to ensure the timeliest response the agency receiving the automatic aid request shall promptly notify the other agency's communication center and inform them of the response sent.

SECTION 15. EQUIPMENT PURCHASE. The DISTRICT will provide the opportunity KINGSBURG, as it is available, to purchase fire apparatus and equipment through the State Automotive Contract and Federal Excess Property programs.

IN WITNESS WHEREOF, the parties have entered into this Agreement in Fresno, California.

CITY OF KINGSBURG

By [Signature]

Title City Manager

Approve as to form:

City Attorney

By [Signature]

ATTEST:

City Clerk

By [Signature]

FRESNO COUNTY FIRE PROTECTION DISTRICT

By [Signature]

Title President

**AUTOMATIC AID
AGREEMENT
CITY OF SELMA**

**FRESNO COUNTY FIRE PROTECTION DISTRICT
AND CITY OF SELMA
AGREEMENT FOR FIRE PROTECTION SERVICE**

AUTOMATIC AID AGREEMENT

THIS AGREEMENT is made and entered into on the 19th day of February, 2008, by and between the City of Selma, a municipal corporation, hereinafter called "SELMA" and the FRESNO COUNTY FIRE PROTECTION DISTRICT, a political subdivision of the State of California, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the parties have the common power to provide fire protection and emergency medical services and desire to jointly exercise said power pursuant to the authority granted under Section 6502 and Section 55632 of the California Government Code and Section 13050 et seq. of the California Health and Safety Code; and

WHEREAS, the parties desire to maximize the delivery of fire protection and emergency medical services by responding units necessary to protect life or property.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS. Unless the particular provision or context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words used in this Agreement.

- a) "Fire protection services" shall mean firefighting capacity to contain, control, and extinguish fires.
- b) "Automatic aid" shall mean the parties actions, when due notice is received, to assist the other with fire responses and medical responses.
- c) "Requesting party" shall mean any party to this Agreement that requests fire protection and/or emergency medical response within its jurisdiction from the other party to this Agreement.
- d) "Responding party" shall mean any party to this Agreement that receives a request for fire protection and/or emergency medical response within the jurisdiction of the requesting party.
- e) "Unit" shall mean a paid engine company including apparatus, equipment, and personnel.
- f) "Fire response" shall mean the response described in section 2(b) below.
- g) "Move up and cover" shall mean the practice of reallocating and posting response resources to cover a station and/or emergencies in either Party's jurisdiction.
- h) "Medical response" shall mean the response described in section 2(c) below.

SECTION 2. FURNISHING OF FIRE PROTECTION AND MEDICAL RESPONSES. The party with the nearest available Unit shall furnish fire protection services and medical aids within the defined "automatic aid" area of the party requesting such service pursuant to the following provisions:

- a) The respective Fire Chiefs of the parties shall determine the specific details of providing the services under the terms as specified in this Agreement. It is understood that all plans which deal with fire protection shall adhere as closely as practical to the "closest available Unit" concept, which forms the basis for this Agreement.
- b) The parties agree to provide an automatic Fire Response as follows: SELMA will respond one (1) Unit to the DISTRICT as part of the DISTRICT'S Standard Response Plan and the DISTRICT shall reciprocate by responding two (2) Units and one (1) Battalion Chief to a SELMA fire incident.
- c) The parties agree to provide an automatic Medical Response as follows: SELMA will respond the closest available Unit to only EMS Priority 1 calls. The DISTRICT will respond the closest available unit to all types of medical emergencies.
- d) The automatic responses described herein shall include responses to traffic collisions and motor vehicle accidents.
- e) The area covered by this Agreement is within the city limits of SELMA, and the boundaries of the DISTRICT, as set forth in Exhibit "A."
- f) The responding party is not obligated to furnish any service if apparatus, equipment, personnel, or any combination thereof is not available as determined by the Fire Chief or his/her designated representative.
- g) The first Unit to arrive at the scene of the incident shall initiate appropriate action. The Officer-In-Charge of the first Unit to arrive shall cause to be reported to the requesting party all pertinent information about the conditions encountered at the scene of the incident. The Officer-In-Charge of any such Unit shall be in charge of the incident until relieved by an officer of the requesting party.
- h) Both parties agree to release the other party's resources at the earliest opportunity from any incident to which they respond.
- i) The DISTRICT will provide a Unit for "move up and cover" to SELMA in the event SELMA has no available units. In addition to "Automatic aid" responses, the District agrees to stage personnel and equipment within SELMA city limits, at the request of SELMA, when staffing levels are too low to provide adequate fire protection and EMS services to its citizens due to heavy call volume.

SECTION 3. PRIVILEGES AND IMMUNITIES. The provisions of this Agreement are intended to comply with the provisions of Article 2, Chapter 2, Part 1, Division 12, of the Health and Safety Code of the State of California, and Article 2, Chapter 4, Part 2, Division 2, Title 5, of the Government Code of the State of California, providing for privileges and immunities from liabilities, exemption from losses, and rules applicable to personnel furnishing fire protection outside the jurisdiction of the responding party and within the jurisdiction of the requesting party.

SECTION 4. WAIVER OF CLAIMS. Each party waives any and all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

SECTION 5. AGENCY. It is the intent of parties hereto, and part of the consideration supporting this Agreement, that each party shall bear all risks and obligations for its own personnel (including but not limited to pension, relief, disability, worker's compensation, and other benefit(s)) as well as injury or damage to third parties that may arise while responding to the requesting party's incident in the same manner and to the same extent as if occurring within responding party's jurisdiction, subject only to Section 3, herein.

SECTION 6. THIRD PARTY. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

SECTION 7. ASSIGNMENT. This Agreement shall be binding on the successors and assigns of the parties hereto, except that no party shall assign this Agreement without the prior written consent of the other party.

SECTION 8. TERMINATION OF AGREEMENT. Either party may terminate this Agreement upon giving thirty (30) days written notice to the other party.

SECTION 9. ADMINISTRATION OF AGREEMENT. This Agreement shall be administered through the mutual agreement of the parties acting by and through their respective Fire Chiefs.

SECTION 10. TERM OF AGREEMENT. This Agreement shall be effective as of the day and year hereinabove written and continue unless terminated by either party by giving written notice of its intention to terminate pursuant to Section 8, herein.

SECTION 11. FURNISHING OF TRAINING. In an effort to insure effective operations between the SELMA Fire Department and the DISTRICT, the DISTRICT shall make available two (2) slots for training SELMA Fire Department fire personnel. The areas include but may not be limited to the following:

- | | |
|------------------------------------|----------------------------|
| 1. Wildland Firefighting Practices | 6. Structural Firefighting |
| 2. Vehicle Extrication | 7. Water Tender Operations |
| 3. Communications | 8. ICS |
| 4. Rescue Systems | 9. Relay Pumping |
| 5. Confined Space | |

SECTION 12. SHOP TIME AND PUMP TESTING. Access to the DISTRICT'S shop facility in Del Rey shall be granted, when available, by appointment, and the use of pump testing equipment, power tools and hoist and other specialty tools as reasonably necessary in performing routine repairs, modifications, or adjustments to SELMA Fire Department equipment using SELMA supplied labor and consumables.

SECTION 13. MEALS AND ACCOMMODATIONS. In an effort for the parties to accommodate each other during "Move Up and Cover" assignments, the DISTRICT will provide to SELMA access to fire stations and subsistence as needed, and SELMA shall reciprocate by providing the same to the DISTRICT, as needed.

SECTION 14. COMMUNICATIONS. In order to ensure the timeliest response the agency receiving the automatic aid request shall promptly notify the other agency's communication center and inform them of the response sent.

SECTION 15. EQUIPMENT PURCHASE. The DISTRICT will provide the opportunity to SELMA, as it is available, to purchase fire apparatus and equipment through the State Automotive Contract and Federal Excess Property programs.

IN WITNESS WHEREOF, the parties have entered into this Agreement in Selma, California.

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

By Melanie A. Carter
Melanie A. Carter

By Neal E. Costanzo
Neal E. Costanzo

FRESNO COUNTY FIRE
PROTECTION DISTRICT

CITY OF SELMA

By Michael Del Buono

By D-B Heusser
D-B Heusser

Title Board President

Title City Manager

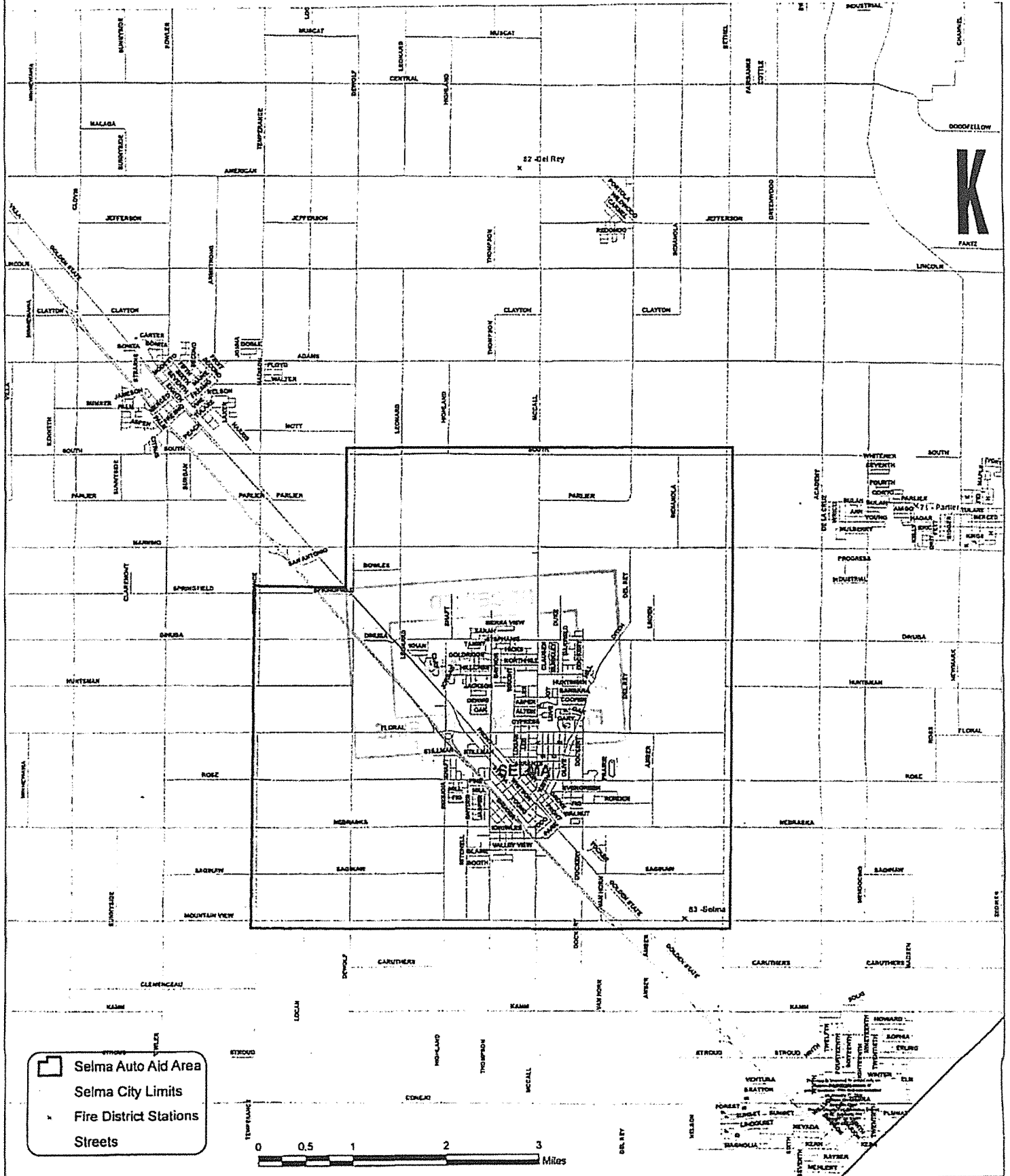
FRESNO COUNTY FIRE
PROTECTION DISTRICT

FRESNO COUNTY FIRE
PROTECTION DISTRICT

By [Signature]
Title Fire Chief

By [Signature]
Title Special Council

Exhibit "A"
AUTOMATIC AID AGREEMENT
Selma City and
Fresno County Fire Protection District



RECEIVED

MAY -9 2008

FRESNO COUNTY FIRE
PROTECTION DISTRICT

**AUTOMATIC AID
AGREEMENT
CITY OF SANGER**

**FRESNO COUNTY FIRE PROTECTION DISTRICT
AND CITY OF SANGER
AGREEMENT
FOR
FIRE PROTECTION SERVICE**

AUTOMATIC AID AGREEMENT

THIS AGREEMENT is made and entered into on the 25th day of April, 2007, by and between the City of Sanger, a municipal corporation, hereinafter called "SANGER" and the FRESNO COUNTY FIRE PROTECTION DISTRICT, a political subdivision of the State of California, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the parties have the common power to provide fire protection and emergency medical services and desire to jointly exercise said power pursuant to the authority granted under Section 6502 and Section 55632 of the California Government Code and Section 13050 et seq., of the California Health and Safety Code; and

WHEREAS, the parties desire to maximize the delivery of fire protection and emergency medical services by responding units necessary to protect life or property.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS. Unless the particular provision or context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words used in this Agreement.

- a) "Fire protection services" shall mean firefighting capacity to contain, control, and extinguish fires and the abatement of fire-related hazards.
- b) "Instant aid" shall mean SANGER is willing to respond within the area described in Exhibit "A" attached hereto and incorporated herein by this reference. The DISTRICT shall reciprocate by responding to emergency incidents within the SANGER city limits.
- c) "Requesting party" shall mean any party to this Agreement that requests fire protection and/or emergency medical response within its jurisdiction from the other party to this Agreement.
- d) "Responding party" shall mean any party to this Agreement that receives a request for fire protection and/or emergency medical response within the jurisdiction of the requesting party.

- e) "Unit" shall mean a paid engine company including apparatus, equipment, and personnel.
- f) "Fire response" shall mean SANGER will respond one Unit to the DISTRICT as part of the DISTRICT'S Standard Response Plan and the DISTRICT shall reciprocate by responding two (2) Units and one (1) Battalion Chief to the fire incident.
- g) "Traffic collision / pin-in" shall mean SANGER will respond one Unit and the DISTRICT will reciprocate by responding one Unit as part of the DISTRICT'S Standard Response Plan.
- h) "Motor vehicle accident" shall mean SANGER will respond one Unit and the DISTRICT will reciprocate by responding one Unit.
- i) "Move up and cover" shall mean the practice of reallocating and posting response resources to cover a station and/or emergencies in either party's jurisdiction.
- j) "Medical response" shall mean SANGER and the DISTRICT agree to respond the closest available Unit to medical emergencies.

SECTION 2. FURNISHING OF FIRE PROTECTION SERVICES. The party with the nearest available Unit shall furnish fire protection services within the defined "instant aid" area of the party requesting such service pursuant to the following provisions:

- a) The specific details of providing the services under the terms as specified in this Agreement shall be determined by the respective Fire Chiefs of the parties. It is understood that all plans which deal with fire protection shall adhere as closely as practical to the "closest available Unit" concept, which forms the basis for this Agreement.
- b) The area covered by this Agreement are within the city limits of SANGER, and the boundaries of the DISTRICT, as set forth in the aforementioned Exhibit "A."
- c) The responding party is not obligated to furnish any service if apparatus, equipment, personnel, or any combination thereof is not available as determined by the Fire Chief or his/her designated representative.

- d) The first Unit to arrive at the scene of the incident shall initiate appropriate action. The Officer-In-Charge of the first Unit to arrive shall cause to be reported to the requesting party all pertinent information about the conditions encountered at the scene of the incident. The Officer-In-Charge of any such Unit shall be in charge of the incident until relieved by an officer of the requesting party.
- e) Both parties agree to release the other party's resources at the earliest opportunity from any incident to which they respond.
- f) The DISTRICT will provide a Unit for "move up and cover" to SANGER in the event SANGER has no available units. In addition to "instant aid" responses, the District agrees to stage personnel and equipment within SANGER'S city limits, at the request of SANGER, when staffing levels are too low to provide adequate fire protection and EMS services to its citizens due to heavy call volume.

SECTION 3. PRIVILEGES AND IMMUNITIES. The provisions of this Agreement are intended to comply with the provisions of Article 2, Chapter 2, Part 1, Division 12, of the Health and Safety Code of the State of California, and Article 2, Chapter 4, Part 2, Division 2, Title 5, of the Government Code of the State of California, providing for privileges and immunities from liabilities, exemption from losses, and rules applicable to personnel furnishing fire protection outside the jurisdiction of the responding party and within the jurisdiction of the requesting party.

SECTION 4. WAIVER OF CLAIMS. Each party waives any and all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

SECTION 5. AGENCY. It is the intent of parties hereto, and part of the consideration supporting this Agreement, that each party shall bear all risks and obligations for its own personnel (including but not limited to pension, relief, disability, worker's compensation, and other benefit(s) as well as injury or damage to third parties that may arise while responding to the requesting party's incident in the same manner and to the same extent as if occurring within responding party's jurisdiction, subject only to Section 3, herein.

SECTION 6. THIRD PARTY. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

SECTION 7. ASSIGNMENT. This Agreement shall be binding on the successors and assigns of the parties hereto, except that no party shall assign this Agreement without the prior written consent of the other party.

SECTION 8. TERMINATION OF AGREEMENT. Either party may terminate this Agreement upon giving thirty (30) days written notice to the other party.

SECTION 9. ADMINISTRATION OF AGREEMENT. This Agreement shall be administered through the mutual agreement of the parties acting by and through their respective Fire Chiefs.

SECTION 10. TERM OF AGREEMENT. This Agreement shall be effective as of the day and year hereinabove written and continue unless terminated by either party by giving written notice of its intention to terminate pursuant to Section 8, herein.

SECTION 11. FURNISHING OF TRAINING. In an effort to insure effective operations between the SANGER Fire Department and the DISTRICT, the DISTRICT shall make available two (2) slots for training SANGER Fire Department fire personnel. The areas include but may not be limited to the following:

- | | |
|------------------------------------|----------------------------|
| 1. Wildland Firefighting Practices | 6. Structural Firefighting |
| 2. Vehicle Extrication | 7. Water Tender |
| 3. Communications | 8. ICS |
| 4. Rescue Systems | 9. Relay Pumping |
| 5. Confined Space | |

SECTION 12. SHOP TIME AND PUMP TESTING. Access to the DISTRICT'S shop facility in Del Rey shall be granted, when available, by appointment, and the use of power tools and hoist and other specialty tools as reasonably necessary in performing moderate repairs, modifications, or adjustments to SANGER'S Fire Department equipment.

SECTION 13. MEALS AND ACCOMMODATIONS. In an effort for the parties to accommodate each other during "Move Up and Cover" assignments, the DISTRICT will provide to SANGER access to fire stations and subsistence as needed, and SANGER shall reciprocate by providing the same to the DISTRICT, as needed.

SECTION 14. COMMUNICATIONS. In order to ensure the most timely response the agency receiving the automatic aid request shall promptly notify the other agency's communication center and inform them of the response sent.

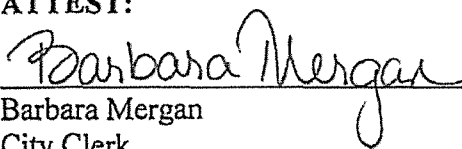
SECTION 14. EQUIPMENT PURCHASE. The DISTRICT will provide SANGER the opportunity, as it is available, to purchase fire apparatus and equipment through the State Automotive Contract and Federal Excess Property programs at a reduced cost to the City of Sanger.

IN WITNESS WHEREOF, the parties have entered into this Agreement in Fresno, California.

CITY OF SANGER


Jim Drinkhouse
City Manager

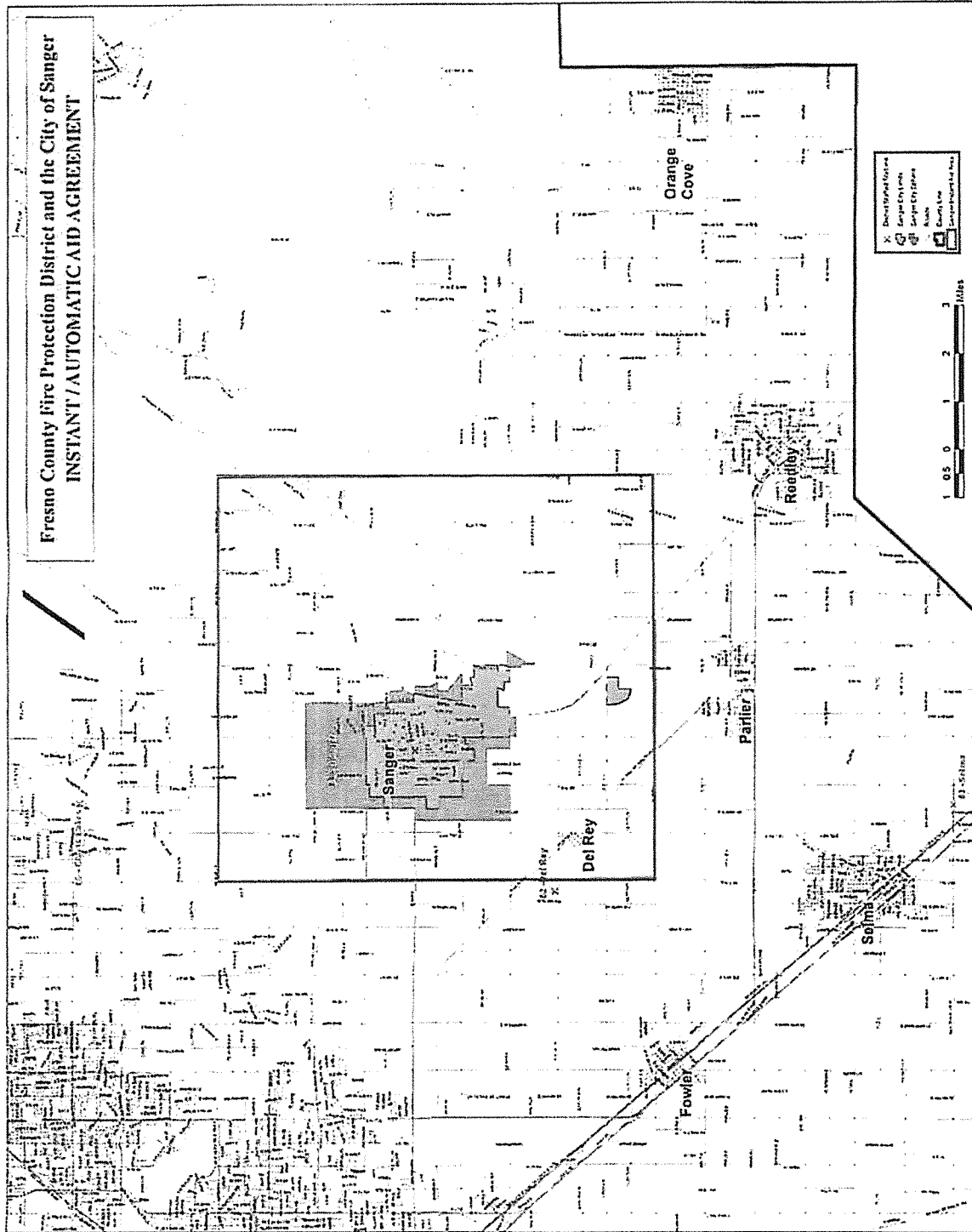
ATTEST:


Barbara Mergan
City Clerk

FRESNO COUNTY FIRE PROTECTION DISTRICT


Amy Knight
Board President

Fresno County Fire Protection District and the City of Sanger
INSTANT/AUTOMATIC AID AGREEMENT



LAFCO QUESTIONS

- (1) Why there is not a transition agreement in effect.

See Tab #1

- (2) What specific adverse effects will the proposed reorganization have on the District.

See Tab #2

- (3) Specify whether the specific adverse effects are on the affected territory for the proposed reorganization, are on the fire station serving that affected territory, or are on other areas, such as the entire District's service area.

See Tab #3

- (4) The impact be on a fire station service area or will impact other areas (as opposed to the District generally).

See Tab #4

- (5) Specify the service area being affected (identify the station, provide maps, describe the fire station service area, size, makeup, number of personnel, type of facilities and equipment).

See Tab #5

- (6) Specify what portion of the district's total budget is attributable to the fire station service area being affected.

See Tab #6

- (7) Provide the District's current total budget.

See Tab #7

- (8) The specific services, personnel, capital programs or equipment purchases will the District need to terminate or reduce in the then-current fiscal year because of the proposed reorganization what is the cost of each of these? What area(s) do they serve?

See Tab #8

- (9) What specific and immediate threat will the proposed reorganization pose to the public health and safety for the rest of the District's residents and property owners.

See Tab #9

- (10) Explain why the District could not have planned its then-current budget and operations to take into account the proposed detachment of the District's affected territory.

See Tab #10

The Fresno County Fire Protection District (District) notified Kingsburg city (City) on February 14, 2012 that the current transition agreement was due to expire. We then proposed that representatives from both agencies meet "so we can have it in place prior to the current agreement expiring". (See letter #1 attached) We also presented several alternatives to the agreement for their consideration and comment. The city did not take us up on this offer.

Over the next several months the cities in Fresno County selected representatives to attend a Transition Agreement Committee (TAC) and represent the interests of the incorporated cities to consider any new transition agreements. The District was also represented at these TAC meetings. The cities in a separate meeting agreed not to enter into any new agreements with the District until all the cities agreed with the new proposal.

On October 4, 2012 the District sent to Don Pauley – City Manager city of Kingsburg, a draft proposal for a new transition agreement. The District requested that Mr. Pauley "review these agreements and contact me at (559) 493-4300 so we can set up a meeting to discuss them further". (See letter #2 with proposed agreement #1 attached)

Rather than contact us with any concerns or changes the city would like to discuss, Mr. Pauley placed the draft agreement on the city council agenda on December 5, 2012 with a recommendation to "reject the proposal submitted to the city of Kingsburg on October 4, 2012". (See page 5 of the attached Kingsburg City Council agenda under "Fire Transition Agreement")

This draft agreement was never intended to be submitted to the Kingsburg city council and clearly shows the word "DRAFT" on all pages. The District attempted a good faith effort to work with Mr. Pauley on a new transition agreement to specifically avoid the expiration of the current agreement. Mr. Pauley clearly was not interested in working with the District to resolve the issue of the expiration of the current agreement. This was evident by his refusal to meet and discuss the draft proposals we submitted to him.

After learning that Mr. Pauley submitted our draft proposal to the Kingsburg city council without our knowledge, and learning what his objections were, the District on December

5, 2012 sent to Mr. Pauley a new draft agreement that addressed several of his objections. (See letter #3 with proposed draft agreement #2) Mr. Pauley has not responded to this invitation to discuss the revised draft agreement.

The District has clearly made a good faith attempt to work with Mr. Pauley on a new transition agreement. If the city would have worked in good faith with the district, we believe that a new agreement could have been reached prior to the expiration of the old agreement. According to a statement made by Mr. Pauley to the LAFCo board, the cities have agreed to not to enter into any agreement with the District until all of the cities can review it and weigh in on the proposed agreement. This has frustrated the district's efforts to resolve the current annexation issue with the city of Kingsburg. Mr. John Holt – assistant city manager city of Clovis is also advising all the cities to not deal with the District and instead, attempt to change LAFCo policy about requiring a tax sharing agreement.

ATTACHMENT LETTER 1



FRESNO COUNTY FIRE

PROTECTION DISTRICT

210 South Academy Avenue
Sanger, California 93657
Telephone: (559) 493-4300
Fax: (559) 875-8473
www.fresnocountyfire.org

February 14, 2012

Don Pauley, City Manager
City of Kingsburg
1401 Draper Street
Kingsburg, California 93631

Dear Mr. Pauley,

The 2003 Transition Agreement between the City of Kingsburg and the Fresno County Fire Protection District (District) that allows for transfer of certain general ad valorem real property tax revenue affected by annexations (Transition Agreement) is due will expire on December 31, 2012.

We would like to propose that representatives from both of our agencies meet to discuss a new Transition Agreement so we can have it in place prior to the current agreement expiring. We have worked on a draft agreement that would provide for a reasonable pass-through of revenue to the District thus eliminating any lump sum payments to the District from the City. This agreement would also eliminate fees the developers pay to reimburse the City for transition payments to the District.

We look forward to hearing from you as to our proposal. Please contact Battalion Chief Brian Newlin at (559) 493-4316 if you have any further questions.

Sincerely,

KEITH A. LARKIN
Fire Chief

gw

ATTACHMENT LETTER 2



FRESNO COUNTY FIRE

PROTECTION DISTRICT

210 South Academy Avenue
Sanger, California 93657
Telephone: (559) 493-4300
Fax: (559) 875-8473
www.fresnocountyfire.org

October 4, 2012

Don Pauley, City Manager
City of Kingsburg
1401 Draper Street
Kingsburg, California 93631

Dear Mr. Pauley,

Enclosed are copies of the Property Tax Allocation and Fire Services Agreement and the Automatic Aid and Fire Protection Services Agreement that are being proposed by the District for the City of Kingsburg. It is the Fire District's intent to enter into these agreements with the City of Kingsburg within the shortest timeframe possible but no later than the end of this calendar year. I have also included copies of the tax allocation pie charts that you requested following our meeting held on Thursday September 27, 2012.

Please review these agreements and contact me at (559) 493-4300 so that we can set up a meeting to discuss them further.

Sincerely,

KEITH A. LARKIN
Fire Chief

gw

Enclosure;

cc: Michael Del Puppo, FCFPD Board President
Jim Kerns, FCFPD Board Vice President

**ATTACHMENT
PROPOSED
AGREEMENT #1**

**PROPERTY TAX ALLOCATION
AGREEMENT BETWEEN
THE CITY OF KINGSBURG
AND
THE FRESNO COUNTY FIRE PROTECTION DISTRICT**

This Property Tax Allocation Agreement "(Agreement)" is entered into effective (date) _____, 2012 ("Effective Date"), between the City of Kingsburg, a California charter city and municipal corporation ("City") and the Fresno County Fire Protection District, a local fire protection district organized and existing as a California Special District under provisions of the Fire Protection District Law of 1987 (Health & Safety Code Section 13800 *et seq.*) ("District"), with respect to the following Recitals, which are incorporated as a substantive part of this Agreement.

RECITALS

WHEREAS, the District is the primary provider of fire suppression, prevention, rescue, emergency medical services and hazardous material emergency response and other services relating to the protection of lives and property ("Fire Protection Services") within its territorial limits, which includes areas near the incorporated centers of the County of Fresno ("County") including the City. Current District boundaries are reflected in **Exhibit 1**. The District also provides Fire Protection Services to certain incorporated cities and substantial portions of unincorporated areas within the County; and

WHEREAS, the City is the provider of Fire Protection Services within its corporate limits; and

WHEREAS, the District's primary source of funding comes from general purpose ad valorem property tax revenue from all real property within its territorial limits ("Property Taxes"). The revenue within involved tax rate areas is based on the combined "parent zone" and applicable "service zone" tax rates to the taxable value of the real property within such territory; and

WHEREAS, in prior agreements as City expands and property annexes into the City, the property detaches from the District, reducing the size of District's territorial limits and lowering District's tax base and Property Taxes it receives. District relies upon Property Taxes District wide to support its operations, levels of service and to provide regional support. The reorganization of the affected territory with resulting development results in increased service in the District's remaining service area. Therefore, although District no longer services properties that annex into the City and detach from the District, District wide service obligations and regional support are not reduced commensurately and have historically increased. To address the impact of the resulting loss of property tax revenue on District facilities, equipment and personnel and partially mitigate impacts upon the District from annexations and detachments, Fresno County Local Agency Formation Commission ("LAFCo") policy requires the City and District to reach an agreement governing the transition of services: and

WHEREAS, the Fresno County LAFCo cannot require the parties to negotiate for any particular form of an agreement regarding the allocation of property taxes associated with a change in organization. For the past 20 years District and City have operated under transition agreements, the most recent covering the last ten (10) years (the "2003 Transition Agreement"), under which City agreed to pay District a lump sum of money upon annexation and detachment of property reflecting a percentage of Property Taxes District would have received had the property not been annexed for a period of 10 years; and

WHEREAS, the District and City agree to enter into a new agreement under which the City will submit applications for reorganization in which the affected territory would detach from the District and the District will continue to receive the "base year allocation (BYA) of property taxes" from the affected territory. In exchange for the continued allocation of property taxes, District will: (i) provide levels of service that are at least equal to or better than the levels of service currently provided by District in areas adjacent to City as of the date of this Agreement, which directly benefits City and those areas; (ii) continue to provide regional support, which directly benefits the City and future annexation areas; and

WHEREAS, the intent of this Agreement is to apply to all unincorporated areas that are within the jurisdictional boundaries of the District and may be subject to annexation to the City.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Effect of Recitals. The foregoing Recitals are incorporated in, and are a part of this Agreement.
2. Allocation of Property Taxes. Upon the effective date of annexations/reorganizations of property ("Affected Territory") into the City, the tax imposed, collected, and allocated by Fresno County for the benefit of the District ("Base Year Allocation" or "BYA") shall continue to be collected by the County and the County shall allocate the monetary amount of the tax in the Affected Territory to the District which shall be increased by not more than two percent (2%) per annum in accord with the constitutional rate, if imposed by the County. Other than the 2% annual increase, the District will not be eligible to receive any increase in the BYA. Said sum retained by County shall be paid by the County to District for a period of twenty (20) years unless this Agreement shall otherwise terminate unless otherwise agreed by the parties. This BYA shall not affect any allocation otherwise due the County.

For the purposes of this Agreement, the effective date of reorganizations and the date to be used for when the tax reallocation to District commences, shall be the date upon which the annexation of property is recorded with the County Recorder consistent with statute.

Exhibit 2 sets forth an example of the calculation.

District shall be responsible for making arrangements with the County to allocate the BYA and any fee charged by the County for collection of or retention and payment of the BYA shall be charged to the District. District and City agree to enter into supplemental agreements or instructions with the County for this purpose. Should the County not agree to allocate the BYA to the District, City and District agree to nonetheless implement its timely allocation, such implementation agreements may include City contracting with a private entity to manage the allocation, subject to District being responsible for any fees associated with the other arrangements agreed to by District.

3. Term. The term of this Agreement shall be for a period of twenty (20) years from the effective date, except that obligations which continue beyond the term of this Agreement shall continue until satisfied. This Agreement shall replace in all respects the 2003 Transition Agreement between the parties.

4. District Levels of Service to Areas Adjacent to City. District agrees to maintain current or increased levels of service in areas adjacent to City, including future annexation areas, which will be also available to City under mutual aid or other agreements. Nothing in this section is intended nor shall be construed to limit or restrain the powers of District's Board of Directors to make such budgetary or legislative decisions or appropriations regarding levels of service, including, for example, decisions to relocate Fire Stations, which it deems necessary for the overall safety and welfare of the District as a whole and to meet regional needs.

5. Affect of Annexations. Upon annexation of affected properties to City, those properties shall detach from the District, and all Property Taxes shall be allocated consistent with Agreement section 2 and existing laws, rules, policies and procedures established in the County, subject to any agreement between City and the County.

6. LAFCo Compliance. District and City agree that this Agreement is intended to satisfy the intent and purpose of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

7. Non Opposition to Annexations. District covenants that during the term of this Agreement, it will not oppose annexation to the City. This District covenant does not extend to modifications to the City Sphere of Influence or required Municipal Service Reviews adopted by the Fresno County LAFCo.

8. Accounting. District and City agree that their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. District and City agree to maintain such records for a possible audit for a minimum of four (4) years from the recording date of an annexation to the City and to allow access to such records for an audit during normal business hours.

9. Termination.

a. Termination Upon Expiration. This Agreement shall terminate upon expiration of its Term.

b. Termination Due to Invalidity. Should any material portion of this Agreement be declared invalid or inoperative by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

c. Termination Due to Material Breach; Right to Cure. This Agreement may be terminated by either party for a material breach and a failure to cure that breach within sixty (60) days after receipt of a notice to cure.

d. Termination Due to Change in Law. It is mutually understood and agreed that this Agreement shall terminate immediately and shall be of no further force and effect should substantial substantive changes occur in such statutory scheme or successor statutory schemes (whether by legislative or judicial action) which negate or frustrate the fundamental reasons or tenets of this Agreement, such termination to be in the entirety. Any party contending this section applies shall give written notice of termination pursuant to this section, which notice shall include an explanation of the reason(s) for such termination.

10. Remedies for Breach of Agreement. In addition to termination of this Agreement for a material breach, the parties may exercise any other remedy available to them at law or in equity, including specific performance, injunctive relief, and writ of mandate.

11. Dispute Resolution. If any dispute arises regarding the interpretation or application of this Agreement or any determination or calculation thereunder, the parties agree upon the request of either of them to meet and attempt to resolve the same amicably for a period not to exceed thirty (30) days.

If the dispute is not otherwise resolved, and absent the need for emergency relief or to meet a statute of limitations, the parties agree to enter into mediation before initiating litigation. The parties shall mutually agree upon a mediator and each party shall pay one half (1/2) the cost of the mediator and bear their own costs for the mediation. The mediation shall be completed within ninety (90) days of notice of the intent to undergo mediation. If the mediation is not completed within 90 days of notice, a party may initiate litigation. The parties shall act in good faith and with due diligence to timely complete the mediation.

If litigation is commenced before mediation due to one of the reasons mentioned above, the parties agree to immediately commence and complete mediation within 90 days of the commencement of litigation as evidenced by the filing in court of a formal complaint, petition, or similar document.

12. Modification. This Agreement may be modified or amended only by a writing duly authorized and executed by the City and District.

13. Enforcement. The City and District each acknowledge that this Agreement cannot bind or limit themselves or each other or their future governing bodies in the exercise of their discretionary legislative power except as the Agreement provides. However, each binds itself that it will insofar as is legally possible, fully carry out the intent and purposes hereof, if necessary, by administrative and ministerial action independent of that legislative power and that this Agreement may be enforced by injunction or mandate or other writ to the full extent allowed by law.

14. Integration. With respect to the subject matter hereof, this Agreement is intended to be an integrated agreement and supersedes any and all previous negotiations proposals, commitments, writings and understandings of any nature whatsoever between the City and the District as to the subject matter of this Agreement.

15. Notice. All notices, requests, determinations or other correspondence required or allowed by law or this Agreement to be provided by the parties shall be in writing and shall be deemed given and received when delivered to the recipient by first-class mail (or an equal or better form of delivery) at the following addresses:

CITY

City Manager
City of _____
_____, Street
_____, California 9

DISTRICT

Fire Chief
Fresno County Fire Protection District
210 South Academy Avenue
Sanger, California 93657

By giving notice, either party may change its address for these purposes.

16. Third Parties. This Agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

17. Subsequent District Agreements. District agrees that if, during the term of this Agreement, District negotiates a property tax allocation and fire services agreement involving an annexation to the municipality and a detachment from the District with any other municipality which contains more favorable terms than this Agreement, District shall notify City within thirty (30) days of such agreement and offer those same terms to City. More favorable terms, means, but is not necessarily limited to, another municipality allocating to District a lower percentage of taxes than City allocates District under Section 2 of this Agreement.

18. Attorneys Fees and Costs. In any action to enforce the provisions of this Agreement or for breach of the Agreement, the prevailing party shall recover from the other party, in addition to any damages, injunctive or other relief, all costs (whether or not allowable as "cost" items by law) reasonably incurred at, before and after trial or on appeal, including without limitation attorneys' and witness (expert and otherwise) fees, deposition costs, copying charges and other expenses.

19. Approval. The parties represent that this Agreement was approved by their respective governing boards at a properly noticed meeting.

20. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue for actions and proceedings between the parties related to this Agreement shall be in the Eastern District of California for any federal action and, unless otherwise agreed by the parties, in Fresno County Superior Court for state actions.

21. Agreement Mutually Drafted. Each party has participated jointly in the drafting of this Agreement, which each Party acknowledges is the result of extensive negotiations between the Parties, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any Party to this Agreement by virtue of the authorship of any of the provisions of this Agreement. The captions, headings and table of contents contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

22. Mutual Defense. Due to their common interest in this matter, the parties agree to engage in a joint effort to develop, facilitate, engage in, and cooperate in the defense of the Agreement from any challenge brought against the Agreement by a third party.

Signatures on next page

IN WITNESS WHEREOF, the parties have entered into this Agreement in Fresno County, California.

FRESNO COUNTY FIRE
PROTECTION DISTRICT

By _____
Mike Del Puppo, Board President

Date: _____

ATTEST:

By _____
Frank Del Testa, Board Secretary

Date: _____

APPROVED AS TO FORM:

William D. Ross, District Counsel

Date: _____

CITY OF KINGSBURG

By _____
_____, Mayor

Date: _____

ATTEST:

By _____
_____, City Clerk

Date: _____

APPROVED AS TO FORM:

_____, City Attorney

Date: _____

EXHIBIT 1
MAP OF FIRE DISTRICT

(TBD)

DRAFT

EXHIBIT 2
BASE YEAR ALLOCATION
EXAMPLE

DRAFT

**ATTACHMENT
KINGSBURG
CITY COUNCIL
AGENDA**



City of Kingsburg

1401 Draper Street, Kingsburg, CA 93631-1908 (559) 897-5821 Fax (559) 897-5568

**AGENDA
KINGSBURG CITY COUNCIL
REGULAR MEETING
DECEMBER 5, 2012
7:00 P. M.
KINGSBURG CITY COUNCIL CHAMBER
1401 DRAPER STREET**

Bruce Blainey
Mayor

David Karstetter
Mayor Pro Tem

COUNCIL MEMBERS
Ben Creighton

Chet Reilly
Michelle Roman

Donald F. Pauley
City Manager

6:00 P.M. Closed Session to discuss the following item(s):

(I) Conference with Labor Negotiators – Government Code Section 54957.6
Agency Designated Representatives: Dante Jensen, Kathy Pickrell, Shelline Bennett, Rissa Stuart, and Michael Noland. Employee Organization(s): Kingsburg Police Officers Association (KPOA); Kingsburg Public Service Employees Association (KPSEA); and Kingsburg Professional Firefighters Association (KPFA).

Invocation to be given by Pastor Randy Moon from the Kingsburg Assembly of God Church, followed by the Pledge of Allegiance led by Mayor Pro Tem David Karstetter.

7:00 P.M. REGULAR CITY COUNCIL MEETING

- I. Call to order and roll call –**
- II. Public Comments -** Any person may directly address the Council at this time on any item on the agenda, or on any item that is within the subject matter jurisdiction of the Council. A maximum of five minutes is allowed for each speaker.
- III. Approve Agenda –** Action by the Council to approve the agenda or to make modifications.
Note: The type of items that can be added to the agenda is constrained by State law.

(NOTE: Next City Resolution 2012-46 -- Next City Ordinance 2012-09)

- IV. a. Consent Calendar –** Items considered routine in nature are to be placed on the Consent Calendar. They will be considered as one item and voted upon in one vote unless individual consideration is requested. Each vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed, except where the item specifically notes a prior recorded opposition or abstention, in which case the present affirmative vote on the Consent Calendar is considered and recorded as reaffirming that prior opposition or abstention. Approval of Consent Calendar items includes recitals reading ordinance(s) by title(s) only and adoption of recommended action(s) contained in staff reports.

- 1. Approval of City Council Minutes –** Approve the minutes from the Kingsburg City Council Regular Meeting held on November 28, 2012 as prepared by City Clerk Sue Bauch.

Kingsburg City Council
Regular Meeting
December 5, 2012

2. **Warrant List** – Ratify/approve payment of bills listed on the check register for the period November 16 through November 30, 2012, as prepared by Assistant City Manager/Finance Director Dante Jensen.
3. **Acceptance of 20th Avenue Project** – Accept the 20th Avenue Improvements Phase IV CDBG No. 11391 project completed by Seal Rite Paving & Grading and authorize the City Engineer to file the Notice of Completion. Report prepared by City Engineer Dave Peters.

b. **Pulled Consent Calendar Items:**

V. **REGULAR CALENDAR**

1. **Central California Obesity Prevention Program**

Possible Action(s):

- a. Presentation by Director Genoveva Islas-Hooker
- b. Council Discussion
- c. No action required

2. **2013 Street Maintenance Program** – Consider report prepared by City Engineer Dave Peters.

Possible Action(s):

- a. Presentation by City Engineer Dave Peters
- b. Council Discussion
- c. Action as deemed appropriate

3. **Council Reports and Staff Communications**

a. **City Council Goal Updates:**

1. Memorandums of Understanding for Employee Groups
2. Golden State Annexation
3. Marketing Business Plan
4. Regional Sports Complex/Community Recreation District
5. Community Engagement
6. Brucker Estates Property Development/Kingsburg Senior Village
7. Depot

b. **Update on Fire Transition Agreement** – Presentation by City Manager Don Pauley.

4. **Adjourn Kingsburg City Council.**

Any writings or documents provided to a majority of the Kingsburg City Council regarding any item on the agenda will be made available for public inspection in the City Clerk's office located at 1401 Draper Street during normal business hours.

**KINGSBURG CITY COUNCIL
REGULAR MEETING
NOVEMBER 28, 2012-7:00 P. M.**

6:00 P.M. Closed Session to discuss the following item(s):

- (1) Conference with Legal Counsel – Government Code Section 54956.9 - Existing Litigation – Fresno County Superior Court Case No. 12CECG03223 - City of Selma v. City of Kingsburg**
- (2) Conference with Labor Negotiators – Government Code Section 54957.6**
Agency Designated Representatives: Rissa Stuart and Michael Noland. Employee Organization: Kingsburg Professional Firefighters Association (KPFA).

Invocation was given by Pastor Dean Youngblood from the Kingsburg Potter's House Church, followed by the Pledge of Allegiance led by Mayor Bruce Blayney.

7:00 P.M. REGULAR CITY COUNCIL MEETING

Call to order and roll call – At 7:02 P. M. Mayor Blayney called the regular meeting of the Kingsburg City Council to order.

Council Members present: Ben Creighton, David Karstetter, Chet Reilly, Michelle Roman, and Mayor Bruce Blayney.

Staff present: City Manager Don Pauley, Assistant City Manager/Finance Director Dante Jensen, City Attorney Michael Noland, Police Chief Jeff Dunn, Fire Chief Tim Ray, Community Services/Senior Citizens Coordinator Ashlee Schmal, and City Clerk Sue Bauch.

Public Comments - None

Approve Agenda – A motion was made by Council Member Roman, seconded by Council Member Creighton, to approve the Agenda, as published. The motion carried by unanimous voice vote.

Consent Calendar – A motion was made by Council Member Karstetter, seconded by Council Member Reilly, to approve the Consent Calendar. The motion carried by unanimous voice vote.

Approval of City Council Minutes – Approve the minutes from the Kingsburg City Council Regular Meeting held on November 7, 2012 as prepared by City Clerk Sue Bauch.

Check Register – Ratify/approve payment of bills listed on the Check Register for the period November 3 through November 19, 2012 as prepared by Finance Director Dante Jensen

Financial Summary – Ratify/approve Financial Summary for the month of October, 2012, as prepared by Finance Director Dante Jensen.

Termination of San Joaquin Valley Power Authority Joint Powers Agreement -
Waive second reading and adopt Ordinance No. 2012-07 repealing Ordinance 2006-10 with the following recital constituting reading of the title of said ordinance: (Ordinance prepared by City Attorney Michael Noland)

Kingsburg City Council
Regular Meeting
November 28, 2012

"AN ORDINANCE OF THE CITY OF KINGSBURG REPEALING ORDINANCE NO. 2006-10 WHICH APPROVED THE San Joaquin VALLEY POWER AUTHORITY JOINT POWERS AGREEMENT AND AUTHORIZED THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM IN THE CITY OF KINGSBURG"

PEG Ordinance – Waive second reading and adopt Ordinance No. 2012-08 providing for Cable Video Services and Fees with the following recital constituting reading of the title of said ordinance: (Ordinance prepared by City Attorney Michael Noland)

"AN ORDINANCE OF THE CITY OF KINGSBURG ADDING CHAPTER 13.28 TO TITLE 13 OF THE KINGSBURG MUNICIPAL CODE PROVIDING FOR CABLE VIDEO SERVICES AND FEES"

2012 LEGISLATIVE UPDATE – Accept 2012 Legislative Update Report prepared by City Manager Don Pauley.

Claim Rejection – Reject claim submitted on November 20, 2012 by John Noordberg. Report prepared by City Clerk Sue Bauch.

Pulled Consent Calendar Items: None

REGULAR CALENDAR

Public Hearing – Regarding Fees Associated With the Kingsburg Historical Park

Mayor Blayney opened the Public Hearing at 7:04 P. M.

Mayor Blayney explained that in discussion with Historical Society President Gary Nelson, he learned that after analysis the Society feels that the originally proposed fee structure for rental of the facilities is not sufficient to cover costs and pay for any future maintenance and/or replacement of the interior of the new meeting hall and equipment.

Discussion followed concerning whether or not the proposed fees were excessive and what percentage of the fees would go to the City for on-going maintenance costs. It was noted that nothing in the agreement with the City would change, just the fees. Mayor Blayney stated that he feels the \$200.00 charge for each additional hour after the initial four hours for the Kingsburg residents is high. He stated that he would like to see this changed to \$100.00 for each additional hour. He also stated that he thinks that special event insurance should be a requirement. Mr. Nelson stated that they have those issues covered. It was noted that the fees are for rental of the building only. Utilities are paid by the Historical Society.

Mayor Blayney opened for public comment 7:24 P. M. Paul Kruper spoke, saying that the City has an opportunity to make some revenue here. He stated that getting special event insurance is not a problem. It can be obtained through the City. It was noted that most people can get it through their Homeowners Insurance.

Kingsburg City Council
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Being no one else wishing to speak, Mayor Blayney closed the public comment period at 7:26 P. M. Being no further Council discussion, he closed the Public Hearing at 7:27 P. M.

A motion was made by Council Member Karstetter, seconded by Council Member Roman, to approve the revised Rate Schedule associated with the rental of the Kingsburg Historical Park with the exception of a change in the rate for additional hours from \$200.00 to \$100.00 and direct that the revised rates be made a part of the City's Master Fee Resolution effective January 1, 2013. Also, change the wording of the "Opening and Closing Additional Access Fee" to "City of Kingsburg Park Maintenance Fee". The motion carried by unanimous voice vote.

Police Department Crime Statistics Report for Month of October, 2012 (to be handed out at the meeting)

Kingsburg Police Chief Jeff Dunn handed out and reviewed his Crime Statistics Report for the month of October, 2012. He explained and there was brief discussion of a new community notification system that the department has adopted.

Public Safety Committee – Consider report and resolution prepared by City Attorney Michael Noland.

City Attorney Michael Noland reviewed his report concerning the structure of the Public Safety Committee.

Following brief Council discussion concerning the structure of the Committee and the Committee's function, a motion was made by Council Member Creighton, seconded by Council Member Roman, to adopt Resolution No. 2012-45 creating the City of Kingsburg Public Safety Committee. The motion carried by unanimous voice vote.

Fire Transition Agreement – Consider reports prepared by City Manager Don Pauley and Fire Chief Tim Ray.

Fire Chief Tim Ray introduced fire chiefs and emergency services personnel that were present representing surrounding communities. He explained that the biggest reason they are here is that if we were to accept this Agreement, it could impact a lot of other departments. He explained his reasons for asking the City Council to reject the proposal submitted to the City on October 4, 2012 by Chief Larkin of Cal Fire and the Fresno County Fire Protection District. He stated that we currently have an Auto Aid Agreement with Fresno County which has been in place since 2008. It has been working really well. The new transition agreement that is being proposed is totally different. He reviewed the agreement and stated that the biggest problem he has is that we would move the emergency dispatch to Cal Fire. He reviewed the pros and cons of this proposal versus what we currently have. He pointed out that he is very interested in an Auto Aid agreement between Kingsburg and Selma. He said that he suggests that the Council reject the proposal submitted to the City of Kingsburg on October 4, 2012.

Discussion followed concerning the City's current Transition Agreement and what is being proposed with Mr. Pauley explaining some of the differences. He stated that the cities should get together and come up with an agreement. There was concern expressed concerning this negotiation process holding up the City's Sun Maid/Guardian Annexation. Mr. Pauley stated that we have talked to LAFCO and we would pay the fees in the current agreement even if it has expired at the time that LAFCO makes a decision.

Kingsburg City Council
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A motion was made by Council Member Karstetter, seconded by Council Member Roman, to reject the proposal submitted to the City of Kingsburg on October 4, 2012 by Chief Larkin of Cal Fire and Fresno County Fire Protection District and to support the efforts of the City Managers to negotiate a template transition agreement. The motion carried by unanimous voice vote.

Letter to FEMA for SAFER Grant Terms – Consider report prepared by Fire Chief Time Ray.

Fire Chief Tim Ray reviewed the staff report. He emphasized that signing this letter does not mean that we have gotten the grant but we need to do this to continue in the process. Council Member Karstetter stated that this grant will help the Fire Department to pick up positions temporarily. He stated that he doesn't want us to go into this without making it clear that we will have to make a decision of whether we would keep these people or lay them off (when the Grant terminates). Chief Ray stated that he would make that clear to the new hires. He stated that we would not be using the per diems and we would have an increase in manpower for less money. He stated that he did not know when the grants would be awarded.

A motion was made by Council Member Creighton, seconded by Council Member Roman, to authorize Mayor Blayney to sign the letter in support of the Fire Department's grant application submitted under the Hiring of Firefighters Category, FY 2012 Staffing for Adequate Fire Emergency Response (SAFER) Program. The motion carried by unanimous voice vote.

San Joaquin Valley Citizens Grant Application Status – Consider report prepared by Mayor Bruce Blayney.

The four preferred options for grant funds that the Mayor submitted on behalf of the City at the September 13, 2012 meeting of the SJVCFAJE were reviewed. There was brief discussion of these and possible other options. There was no specific Council direction either confirming or modifying the options. City Community Services/Senior Citizen Coordinator Ashlee Schmal stated that she will work on this for the next meeting of this committee on December 6th.

Meeting Date Change – A motion was made by Council Member Roman, seconded by Council Member Reilly, to change the January 2nd Council meeting date to January 9th, due to the New Year's Holiday. The motion carried by unanimous voice vote.

Council Reports and Staff Communications

a. City Council Goal Updates:

- Memorandums of Understanding for Employee Groups - In process.
- Golden State Annexation - In process of going through LAFCO.
- Marketing Business Plan - No new report.
- Regional Sports Complex/Community Recreation District - On hold.
- Community Engagement – Council Member Roman reported that she is scheduling meetings with the school districts.
- Brucker Estates Property Development/Kingsburg Senior Village- Waiting to hear from the Department of Finance.
- Depot Restoration – In process of the paper work.

Kingsburg City Council
Regular Meeting
November 28, 2012

- b. **SKF Expansion** – Council Member Karstetter referred to the Letter to the Editor in the Kingsburg Recorder today from Charlie Soto concerning the possible expansion of SKF. He stated that the City Managers have been talking about the possibilities of assisting the Cities of Sanger and Parlier with their sewer plants. He stated that if they joined SKF it would require a complete reorganization of the system. Another matter of discussion has been running a trunk line from Sanger to outside of Kingsburg.

City Manager Don Pauley stated that there was a lot of discussion of these topics at the Five Cities meeting. He stated that Sanger, Orange Cove and Reedley have needs for more capacity. He stated that they asked if there was a possibility to expand and include them in the SKF District but to create a plant closer to them. We suggested that there be a fiscal feasibility study done to see if it is viable to do any type of combined district. They are going to go forward to do a study and to get a grant to do this study. He stated that he wanted the Council to know that there are a lot of discussions taking place but no decisions have been made or are being proposed.

Closed Session – At 9:00 P. M. the City Council went into Closed Session to discuss the following item:

Conference with Labor Negotiators – Government Code Section 54957.6

Agency Designated Representatives: Dante Jensen, Kathy Pickrell, Shelline Bennett, Rissa Stuart, and Michael Noland. Employee Organization(s): Kingsburg Police Officers Association (KPOA); Kingsburg Public Service Employees Association (KPSEA); and Kingsburg Professional Firefighters Association (KPFA). At 9:00 P. M. the City Council went into closed session to discuss the item listed above.

Adjourn – At 10:30 P. M. the Kingsburg City Council regular meeting was adjourned.

Submitted by:

Sue Bauch, City Clerk

ATTACHMENT LETTER 3



FRESNO COUNTY FIRE

PROTECTION DISTRICT

210 South Academy Avenue
Sanger, California 93657
Telephone: (559) 493-4300
Fax: (559) 875-8473
www.fresnocountyfire.org

December 5, 2012

Don Pauley, City Manager
City of Kingsburg
1401 Draper Street
Kingsburg, California 93631

Dear Mr. Pauley,

I am writing in response to your letter dated December 2, 2012 in which you state that the City of Kingsburg ("City") City Council rejected all of the Fire District's proposals for replacement of the current Fire Transition Agreement ("Transition Agreement").

First, I would like to clarify that the Fire District's proposals were "draft" documents and were prepared for the City at your request. It was the District's intent that the proposals be used as a starting point for discussions with the City in order to work through problematic points and develop language that would be acceptable to both the City and the Fire District. I made at least three (3) requests for meetings with you and your City staff and was *never* afforded the opportunity. How can an agreement be developed without discussion or negotiation?

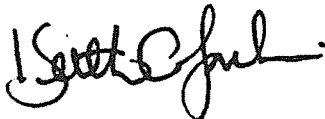
It is also important to point out that the District prepared the proposals as *alternatives* to the current Transition agreement which requires a lump sum payment for City annexations. Is the City Council aware that the proposals, rejected at their November 29, 2012 meeting, would have eliminated the \$300K lump sum payment due to the District with the annexation of Sun-Maid/Guardian Glass? Is the City Council aware that the proposal provided by the District to you on November 14th was in response to a phone call you and I had about issues raised at the LAFCo hearing on November 7, 2012?

Unfortunately, the time to develop a successor Transition Agreement between the District and the City has run out and the stage is set for the current Transition Agreement to expire on December 31, 2012. I believe the District has demonstrated a willingness to work with the Cities by putting forth extensive time and effort to work with the City and is unfairly being portrayed, without any factual basis, as the party that is not willing to negotiate in good faith. How can the District negotiate when the City is not willing to sit down with the District to discuss or hammer out an agreement that addresses our differences?

Mr. Pauley
December 5, 2012
Page 2

Let us not lose site of the fact that the District requested to start discussions with the Cities on a successor transition agreement in March of this year. That resulted in three (3) meetings with the Cities which ended in July and have not been held again since. Please be assured, the District's intent is to take into consideration the current economic situation, encourage annexations, and to maintain financial security for all parties; City, County and District. We have and will continue to participate, negotiate, and cooperate with all of the Cities with which Transition Agreements currently exist to reach an acceptable final agreement.

Sincerely,



KEITH A. LARKIN
Fire Chief

gw

cc: Bruce Blayne, City of Kingsburg Mayor
David Karstetter, City of Kingsburg Mayor Pro Tem
Chet Reilly, Council Member
Michelle Roman, Council Member
Ben Creighton, Council Member
Michael Del Puppo, FCFPD Board President
Jim Kerns, FCFPD Board Vice President
Frank Del Testa, Board Secretary
John Arabian, Board Member
Francisco Chavez, Board Member
Stephen Julian, Board Member
Dan Guice, Board Member
Jeff Witte, LAFco Executive Officer

**ATTACHMENT
PROPOSED
AGREEMENT #2**

**PROPERTY TAX ALLOCATION
AGREEMENT BETWEEN
THE CITY OF _____
AND**

THE FRESNO COUNTY FIRE PROTECTION DISTRICT

This Property Tax Allocation Agreement "(Agreement)" is entered into effective (date) _____, 2012 ("Effective Date"), between the City of _____, a California charter city and municipal corporation ("City") and the Fresno County Fire Protection District, a local fire protection district organized and existing as a California Special District under provisions of the Fire Protection District Law of 1987 (Health & Safety Code Section 13800 *et seq.*) ("District"), with respect to the following Recitals, which are incorporated as a substantive part of this Agreement.

RECITALS

WHEREAS, the District is the primary provider of fire suppression, prevention, rescue, emergency medical services and hazardous material emergency response and other services relating to the protection of lives and property ("Fire Protection Services") within its territorial limits, which includes areas near the incorporated centers of the County of Fresno ("County") including the City. Current District boundaries are reflected in **Exhibit 1**. The District also provides Fire Protection Services to certain incorporated cities and substantial portions of unincorporated areas within the County; and

WHEREAS, the City is the provider of Fire Protection Services within its corporate limits; and

WHEREAS, the District's primary source of funding comes from general purpose ad valorem property tax revenue from all real property within its territorial limits ("Property Taxes"). The revenue within involved tax rate areas is based on the combined "parent zone" and applicable "service zone" tax rates to the taxable value of the real property within such territory; and

WHEREAS, in prior agreements as City expands and property annexes into the City, the property detaches from the District, reducing the size of District's territorial limits and lowering District's tax base and Property Taxes it receives. District relies upon Property Taxes District wide to support its operations, levels of service and to provide regional support. The reorganization of the affected territory with resulting development results in increased service in the District's remaining service area. Therefore, although District no longer services properties that annex into the City and detach from the District, District wide service obligations and regional support are not reduced commensurately and have historically increased. To address the impact of the resulting loss of property tax revenue on District facilities, equipment and personnel and partially mitigate impacts upon the District from annexations and detachments, Fresno County Local Agency Formation Commission ("LAFCo") policy requires the City and District to reach an agreement governing the transition of services: and

WHEREAS, the Fresno County LAFCo cannot require the parties to negotiate for any particular form of an agreement regarding the allocation of property taxes associated with a change in organization. For the past 20 years District and City have operated under transition agreements, the most recent covering the last ten (10) years (the "2003 Transition Agreement"), under which City agreed to pay District a lump sum of money upon annexation and detachment of property reflecting a percentage of Property Taxes District would have received had the property not been annexed for a period of 10 years; and

WHEREAS, the District and City agree to enter into a new agreement under which the City will submit applications for reorganization in which the affected territory would detach from the District and the District will continue to receive the "base year allocation (BYA) of property taxes" from the affected territory. In exchange for the continued allocation of property taxes, District will: (i) provide levels of service that are at least equal to or better than the levels of service currently provided by District in areas adjacent to City as of the date of this Agreement, which directly benefits City and those areas; (ii) continue to provide regional support, which directly benefits the City and future annexation areas; and

WHEREAS, the intent of this Agreement is to apply to all unincorporated areas that are within the jurisdictional boundaries of the District and may be subject to annexation to the City.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Effect of Recitals. The foregoing Recitals are incorporated in, and are a part of this Agreement.
2. Allocation of Property Taxes. Upon the effective date of annexations/ reorganizations of property ("Affected Territory") into the City, the tax imposed, collected, and allocated by Fresno County for the benefit of the District ("Base Year Allocation" or "BYA") shall continue to be collected by the County and the County shall allocate the monetary amount of the tax in the Affected Territory to the District which shall be increased by not more than two percent (2%) per annum in accord with the constitutional rate, if imposed by the County. Other than the 2% annual increase, the District will not be eligible to receive any increase in the BYA. Said sum retained by County shall be paid by the County to District for a period of twenty (20) years unless this Agreement shall otherwise terminate unless otherwise agreed by the parties. This BYA shall not affect any allocation otherwise due the County.

For the purposes of this Agreement, the effective date of reorganizations and the date to be used for when the tax reallocation to District commences, shall be the date upon which the annexation of property is recorded with the County Recorder consistent with statute.

Exhibit 2 sets forth an example of the calculation.

District shall be responsible for making arrangements with the County to allocate the BYA and any fee charged by the County for collection of or retention and payment of the BYA shall be charged to the District. District and City agree to enter into supplemental agreements or instructions with the County for this purpose. Should the County not agree to allocate the BYA to the District, City and District agree to nonetheless implement its timely allocation, such implementation agreements may include City contracting with a private entity to manage the allocation, subject to District being responsible for any fees associated with the other arrangements agreed to by District.

3. Term. The term of this Agreement shall be for a period of twenty (20) years from the effective date, except that obligations which continue beyond the term of this Agreement shall continue until satisfied. This Agreement shall replace in all respects the 2003 Transition Agreement between the parties.

4. District Levels of Service to Areas Adjacent to City. District agrees to maintain current or increased levels of service in areas adjacent to City, including future annexation areas, which will be also available to City under mutual aid or other agreements. Nothing in this section is intended nor shall be construed to limit or restrain the powers of District's Board of Directors to make such budgetary or legislative decisions or appropriations regarding levels of service, including, for example, decisions to relocate Fire Stations, which it deems necessary for the overall safety and welfare of the District as a whole and to meet regional needs.

5. Affect of Annexations. Upon annexation of affected properties to City, those properties shall detach from the District, and all Property Taxes shall be allocated consistent with Agreement section 2 and existing laws, rules, policies and procedures established in the County, subject to any agreement between City and the County.

6. LAFCo Compliance. District and City agree that this Agreement is intended to satisfy the intent and purpose of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

7. Non Opposition to Annexations. District covenants that during the term of this Agreement, it will not oppose annexation to the City. This District covenant does not extend to modifications to the City Sphere of Influence or required Municipal Service Reviews adopted by the Fresno County LAFCo.

8. Accounting. District and City agree that their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. District and City agree to maintain such records for a possible audit for a minimum of four (4) years from the recording date of an annexation to the City and to allow access to such records for an audit during normal business hours.

9. Termination.

a. Termination Upon Expiration. This Agreement shall terminate upon expiration of its Term.

b. Termination Due to Invalidity. Should any material portion of this Agreement be declared invalid or inoperative by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

c. Termination Due to Material Breach; Right to Cure. This Agreement may be terminated by either party for a material breach and a failure to cure that breach within sixty (60) days after receipt of a notice to cure.

d. Termination Due to Change in Law. It is mutually understood and agreed that this Agreement shall terminate immediately and shall be of no further force and effect should substantial substantive changes occur in such statutory scheme or successor statutory schemes (whether by legislative or judicial action) which negate or frustrate the fundamental reasons or tenets of this Agreement, such termination to be in the entirety. Any party contending this section applies shall give written notice of termination pursuant to this section, which notice shall include an explanation of the reason(s) for such termination.

10. Remedies for Breach of Agreement. In addition to termination of this Agreement for a material breach, the parties may exercise any other remedy available to them at law or in equity, including specific performance, injunctive relief, and writ of mandate.

11. Dispute Resolution. If any dispute arises regarding the interpretation or application of this Agreement or any determination or calculation thereunder, the parties agree upon the request of either of them to meet and attempt to resolve the same amicably for a period not to exceed thirty (30) days.

If the dispute is not otherwise resolved, and absent the need for emergency relief or to meet a statute of limitations, the parties agree to enter into mediation before initiating litigation. The parties shall mutually agree upon a mediator and each party shall pay one half (1/2) the cost of the mediator and bear their own costs for the mediation. The mediation shall be completed within ninety (90) days of notice of the intent to undergo mediation. If the mediation is not completed within 90 days of notice, a party may initiate litigation. The parties shall act in good faith and with due diligence to timely complete the mediation.

If litigation is commenced before mediation due to one of the reasons mentioned above, the parties agree to immediately commence and complete mediation within 90 days of the commencement of litigation as evidenced by the filing in court of a formal complaint, petition, or similar document.

12. Modification. This Agreement may be modified or amended only by a writing duly authorized and executed by the City and District.

13. Enforcement. The City and District each acknowledge that this Agreement cannot bind or limit themselves or each other or their future governing bodies in the exercise of their discretionary legislative power except as the Agreement provides.

However, each binds itself that it will insofar as is legally possible, fully carry out the intent and purposes hereof, if necessary, by administrative and ministerial action independent of that legislation power and that this Agreement may be enforced by injunction or mandate or other writ to the full extent allowed by law.

14. Integration. With respect to the subject matter hereof, this Agreement is intended to be an integrated agreement and supersedes any and all previous negotiations proposals, commitments, writings and understandings of any nature whatsoever between the City and the District as to the subject matter of this Agreement.

15. Notice. All notices, requests, determinations or other correspondence required or allowed by law or this Agreement to be provided by the parties shall be in writing and shall be deemed given and received when delivered to the recipient by first-class mail (or an equal or better form of delivery) at the following addresses:

CITY

City Manager
City of _____
_____ Street
_____, California 9

DISTRICT

Fire Chief
Fresno County Fire Protection District
210 South Academy Avenue
Sanger, California 93657

By giving notice, either party may change its address for these purposes.

16. Third Parties. This Agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

17. Subsequent District Agreements. District agrees that if, during the term of this Agreement, District negotiates a property tax allocation and fire services agreement involving an annexation to the municipality and a detachment from the District with any other municipality which contains more favorable terms than this Agreement, District shall notify City within thirty (30) days of such agreement and offer those same terms to City. More favorable terms, means, but is not necessarily limited to, another municipality allocating to District a lower percentage of taxes than City allocates District under Section 2 of this Agreement.

18. Attorneys Fees and Costs. In any action to enforce the provisions of this Agreement or for breach of the Agreement, the prevailing party shall recover from the other party, in addition to any damages, injunctive or other relief, all costs (whether or not allowable as "cost" items by law) reasonably incurred at, before and after trial or on appeal, including without limitation attorneys' and witness (expert and otherwise) fees, deposition costs, copying charges and other expenses.

19. Approval. The parties represent that this Agreement was approved by their respective governing boards at a properly noticed meeting.

20. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue for actions and proceedings between the parties related to this Agreement shall be in the Eastern District of California for any federal action and, unless otherwise agreed by the parties, in Fresno County Superior Court for state actions.

21. Agreement Mutually Drafted. Each party has participated jointly in the drafting of this Agreement, which each Party acknowledges is the result of extensive negotiations between the Parties, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any Party to this Agreement by virtue of the authorship of any of the provisions of this Agreement. The captions, headings and table of contents contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

22. Mutual Defense. Due to their common interest in this matter, the parties agree to engage in a joint effort to develop, facilitate, engage in, and cooperate in the defense of the Agreement from any challenge brought against the Agreement by a third party.

Signatures on next page

IN WITNESS WHEREOF, the parties have entered into this Agreement in Fresno County, California.

FRESNO COUNTY FIRE
PROTECTION DISTRICT

By _____
Mike Del Puppo, Board President

Date: _____

ATTEST:

By _____
Frank Del Testa, Board Secretary

Date: _____

APPROVED AS TO FORM:

William D. Ross, District Counsel

Date: _____

CITY OF KINGSBURG

By _____
_____, Mayor

Date: _____

ATTEST:

By _____
_____, City Clerk

Date: _____

APPROVED AS TO FORM:

_____, City Attorney

Date: _____

This specific reorganization will reduce the fire district annual budget by approximately \$103,000.00. This is equal to the funding of about 1.2 Firefighters from station 83. This reduction of personnel specifically affects the staffed workforce in the Fire District which will result in additional overtime costs, depth of personnel coverage for unplanned absences and fatigue to other over utilized personnel.

The impact from the loss of personnel at station 83 must be considered on the entire district as a whole. Resources are moved from locations throughout the district to respond to emergency events, or cover behind equipment and personnel committed to other incidents.

By eliminating the funding for the positions at station 83, the district may be forced to eventually close the station. This will result in longer response times from the remaining district fire stations and the elimination of a resource available to assist Kingsburg, Selma, Parlier and Reedley with the mitigation of emergencies.

As stated in response #2, the adverse effect will impact the entire District's service area. This will also remove a resource that is available to support Kingsburg, Selma, Parlier, Reedley, and Tulare County with the mitigation of emergencies.

This would result in the elimination of a resource that was available to assist Kingsburg, Selma, Parlier, Reedley, and Tulare County with the mitigation of emergencies.

Identify the station:

Station 83 is located at 11500 E. Mountain View

Provide Maps:

See 2 maps attached

Describe the fire station service area:

Station 83 is located right across the street from the proposed annexation. The station covers the southern portion of the fire district up to the Tulare County line. Equipment from station 83 responds into Parlier city, and provides support to Caruthers, Easton and is available for automatic aid to the cities of Kingsburg, Selma, Reedley and Fowler. The equipment and personnel from station 83 also supports the entire district as a part of a response plan that is designed to cover openings and support incidents when other equipment is otherwise assigned or unavailable.

Size:

137.65 Sq. Miles

Number of personnel:

We have 2 people on duty at all times. 10 reserves/Paid Called Volunteer Firefighters are assigned to this station.

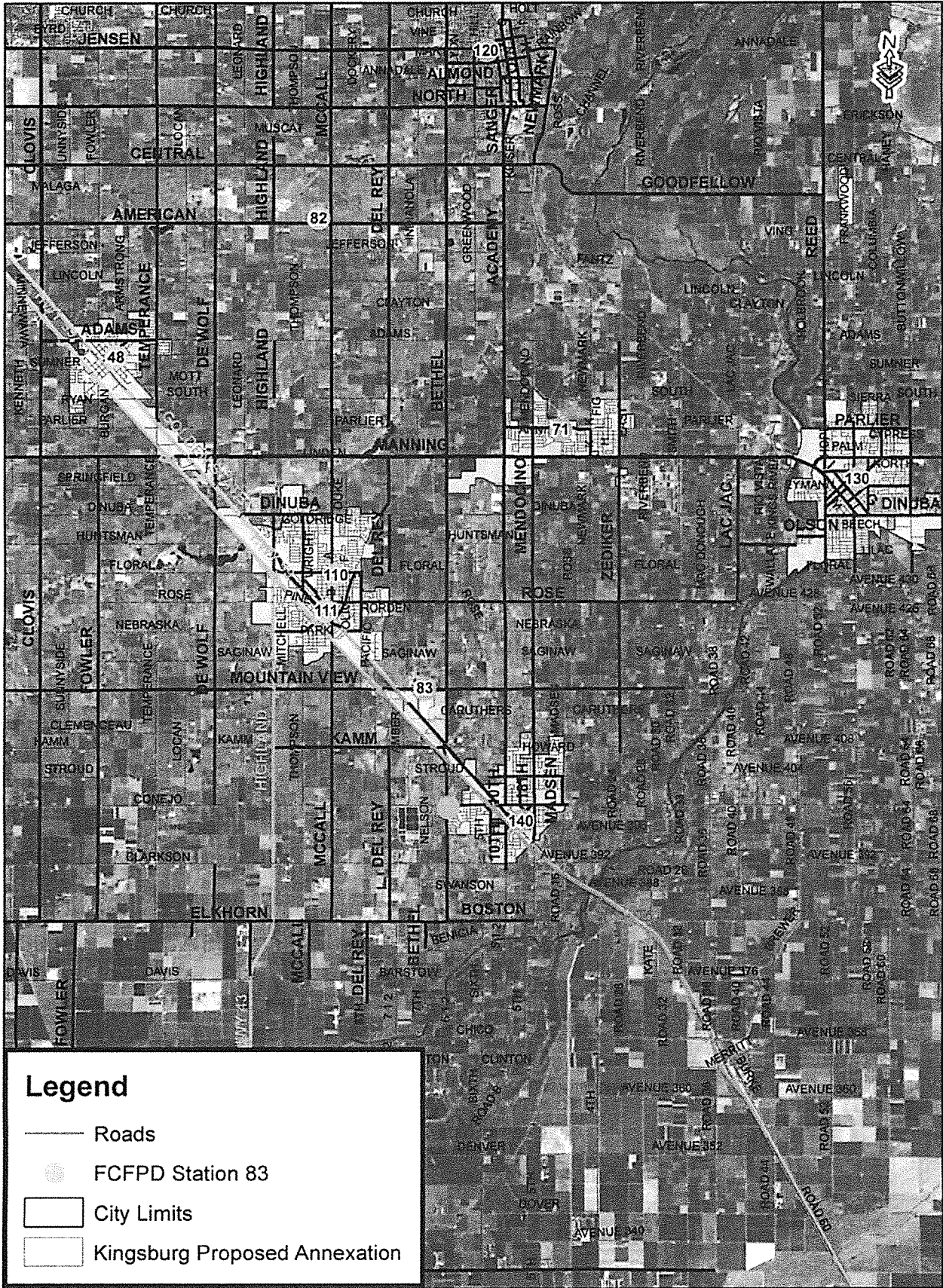
Type of facility:

Station 83 is a professional full time staffed full service fire station.

Equipment:

Station 83 has one type 1 Fire Engine and one type 1 water tender.

Station 83 overview



0 0.5 1 2 3 4
Miles

Station 83 Position to Guardian & Sunmaid Annexation



0 0.05 0.1 0.2 0.3 0.4
Miles

The District's total budget covers 13 Career Staffed Stations, Training Center, and five (5) Volunteer Stations. Station 83's total budgeted costs are approximately \$1,075,032.00. This includes Career Staff and Volunteer Paid Call Firefighter/Reserve costs and the stations impact on the general operating budgeted expenses; including but not limited to expenses such as: utilities, insurance, fuel, communications, office supplies, etc. (See attachment)

Fresno County Fire Protection District Station 83

Personnel

Total Cost for Career Staff Personnel \$818,196.40
2-FC, 2-FAE, 2-FFII

Volunteer Costs:

Paid Call/Reserve \$31,830.96
(Based on 2012)

Total Personnel Costs (Career & Volunteer) \$850,027.36

Portion of Budget General Ops Expenses

| | |
|--------------------------------|------------------|
| Repairs and Maintenance | \$29,115.38 |
| Fuel | \$30,633.00 |
| Firefighting Clothing/Supplies | \$3,461.54 |
| Legal/Professional | \$17,615.38 |
| General Utilities | \$13,230.77 |
| Insurance All Types | \$10,232.08 |
| Communications | \$10,338.46 |
| Household Supplies/Food | \$5,329.69 |
| Special District Costs | \$3,230.77 |
| Office Supplies/Postage | \$2,692.31 |
| Other | \$3,984.23 |
| Medical/Oxygen | \$1,538.46 |
| Training General | \$1,692.31 |
| Small Tools & Supplies | \$576.92 |
| Capital Equipment | \$63,114.15 |
| Debt Service | \$28,219.54 |
| Total | <u>\$225,005</u> |

General Operating
Expenses for Station 83 \$225,005.00

Total Cost for Station: \$1,075,032.36

Attached is the District's current total budget as approved by the Board of Directors in August 2012 for the current fiscal year 2012-2013.

Fresno County Fire Protection District

Amended FINAL Budget Overview

July 2012 through June 2013

| | <u>Jul '12 - Jun 13</u> |
|--|-------------------------|
| Income | |
| Total 3000 · PROPERTY TAX REVENUE | \$14,831,133 |
| Total 3380 · INTEREST INCOME | \$109,712 |
| Total 4969 · TRANSITION FEES | \$0 |
| Total 4975 · GRANT REVENUE | \$86,592 |
| Total 5000 · OTHER INCOME | \$185,850 |
| Total 5039 · SERVICES-OTHER AGENCIES | \$1,004,665 |
| Transfers in from Training Center Fund | \$500,000 |
| Transfers in from Reserves | \$1,105,979 |
| Total Income | <u>\$17,823,931</u> |
| Expense | |
| Total 6100 · CONTRACTUAL SPECIALIZED SERVICE | \$13,279,505 |
| Total 6150 · REPAIRS AND MAINTENANCE | \$378,500 |
| Total 6200 · LABOR AND RELATED COSTS | \$1,002,361 |
| Total 6300 · TRAVEL AND TRANSPORTATION | \$409,229 |
| Total 7025 · FIREFIGHTING CLOTHING/EQUIPMENT | \$45,000 |
| Total 7030 · LEGAL AND PROFESSIONAL | \$229,000 |
| Total 7032 · GENERAL UTILITIES | \$172,000 |
| Total 7034 · INSURANCE-ALL TYPES | \$133,017 |
| Total 7040 · COMMUNICATIONS | \$134,400 |
| Total 7050 · HOUSEHOLD SUPPLIES & FOOD | \$69,286 |
| Total 7080 · SPECIAL DISTRICT COSTS-GENERAL | \$42,000 |
| Total 7100 · OFFICE SUPPLIES AND POSTAGE | \$35,000 |
| Total 7200 · OTHER | \$51,795 |
| Total 7350 · MEDICAL AND OXYGEN SUPPLIES | \$20,000 |
| Total 7400 · TRAINING-GENERAL | \$22,000 |
| Total 7500 · SMALL TOOLS AND SUPPLIES | \$7,500 |
| Total 8000 · CAPITAL EQUIPMENT | \$820,484 |
| Total 8001 · CAPITAL FACILITIES | \$606,000 |
| Total Expense | <u>\$17,457,077</u> |
| Net Ordinary Income | <u>\$366,854</u> |
| Net Other Income | <u>-\$366,854</u> |
| Net Income | <u><u>\$0</u></u> |

If the proposed reorganization is approved, the District will not be in a position to terminate or reduce any of the items listed above. The District does not enter into contracts for services, personnel, capital programs or equipment purchases by station; they are entered into District wide. Therefore, the District would continue to bear the cost of these services and purchases.

The proposed reorganization without a transition agreement in place will reduce the Fire District's budget by the amount needed to fully fund one (1) fulltime firefighter and to partially fund of a second fulltime firefighter which will result in the reduction of two (2) Firefighter II positions at Station 83. The loss of these positions may force the Fire District to close Station 83 within a year and redistribute the remaining fire personnel to other locations. This will immediately impact the Sun Maid and Guardian Glass facilities as well as the residents and property owners within Station 83's first in area with longer response times as fire engines respond from stations further distances away to serve this area. It would also reduce the Fire District's ability to provide automatic aid to the adjoining cities of Kingsburg and Selma, which the District is regularly called to do and ultimately result in longer response times to all residents of the Fire District by removing a fire engine with staffing from the system that is already experiencing increasing call volumes as the population of the County increases. In the event of a fire, the Fire District is capable of responding a full Commercial Fire deployment of 4 fire engines, 2 water tenders and a Chief Officer that can be on scene at the Sun Maid facility within 17 minutes and 44 seconds, with the first unit arriving at scene within 60 seconds of dispatch. The City of Kingsburg is not capable of meeting the same response without depending upon help from outside agencies including the Fire District.

The Fire District's inability to plan is tied to the fact that the Cities have no logical growth plans that allow for projection of number, size, or type of detachments/annexations that will occur over a specified time frame. Some cities may aggressively increase their cities size and while others will not grow at all. The only logical method left to the Fire District is plan through the Transition Agreement process.