

**AGREEMENT BETWEEN THE SPRINGLAKE FIRE PROTECTION DISTRICT, THE
COUNTY OF YOLO, AND THE CITY OF WEST SACRAMENTO FOR THE
PROVISION OF FIRE PROTECTION SERVICES**

This Agreement (“Agreement”) is entered into this ____ day of _____, 2026 between the Springlake Fire Protection District (“Springlake FPD”), the County of Yolo (“County”), and the City of West Sacramento (“City”).

RECITALS

WHEREAS, the Yolo Local Agency Formation Commission (“LAFCo”) has initiated proceedings to reorganize Elkhorn Fire Protection District (“FPD”), which may involve the dissolution of Elkhorn FPD annexed and the annexation of Elkhorn FPD’s territory into Springlake FPD, or other reorganization of Elkhorn FPD and Springlake FPD as will be determined by LAFCo; and

WHEREAS, City provides fire protection, emergency response, and other services outside of the city boundaries in County Service Area No. 9 (“CSA No. 9”) pursuant to Agreement No. 92-140; and

WHEREAS, City currently provides mutual aid in the territory of the Elkhorn FPD; and

WHEREAS, City has agreed to continue providing services to the area of CSA No. 9 and provide services in the southern portion of Elkhorn FPD’s territory following any reorganization pursuant to the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions

- a. “Effective Date” shall mean the effective date of the annexation of the Service Area into Springlake FPD.
- b. “Services” shall mean all fire protection services, fire suppression services, emergency medical first responder services, hazardous material first responder services, technical rescue (including water rescue), and fire investigation (cause and origin only), as required by applicable laws and of the same quality as reasonably possible given geographic and land use differences as the services provided to property owners within City. “Services” shall not include the following:
 - i. Incident responsibility for complex incidents (i.e. more than four hours, or complex incident, such as a plane crash, levee break, large explosion, or complex hazmat incident);
 - ii. Administrative support to the District, except as reasonably necessary to provide the Services under this Agreement;

- iii. Community risk reduction activities, such as plan review, fire and life safety inspections, code enforcement, and public education;
- iv. Emergency management;
- v. Non-emergency call response (e.g. disabled vessel, vehicle/occupancy lockout, chirping smoke detector);
- vi. Incident cost recovery.

c. "Service Area" shall mean the area described in Exhibit A.

2. Services To Be Provided by City

- a. Commencing on the Effective Date, City shall, through its Fire Department, provide all Services in the Service Area.
- b. In providing the Services required under this Agreement, City shall not be required to duplicate those efforts or services provided by other governmental agencies or to provide any services which are required by law to be provided by another governmental agency.
- c. This Agreement shall supersede and replace Agreement No. 92-140, which is hereby terminated.

3. Compensation

- a. For the Services provided pursuant to this Agreement, Springlake FPD and County shall pay City the following:
 - a. The portion of real property taxes that Springlake FPD and County annually receives for real property in the Service Area following the Effective Date;
 - b. Existing fire suppression assessments that Springlake FPD and County annually receives from real property located in the Service Area following the Effective Date. For purposes of this Agreement, "existing fire suppression assessments" shall include any assessments that are applied to the Service Area by LAFCo as a result of any annexation of the Service Area into Springlake FPD.
- b. Payment of the property taxes and existing fire suppression assessments shall be made at the same time as property taxes and/or fire suppression assessments are paid to other fire protection districts in Yolo County.

- c. In addition to the compensation provided in subsection (b), above, City shall be paid \$32,300 per fiscal year commencing July 1, 2026 (“Additional Contribution”). The Additional Contribution may be made, in the discretion of the Springlake FPD Board, from any accrued reserves of the Elkhorn FPD that are transferred to Springlake FPD or any new assessments or fees collected in the Elkhorn area. Any remaining Additional Contribution shall be paid by County. The first Additional Contribution shall be due within 30 days of the Effective Date. Each successive year shall be paid by July 31. For the fiscal year commencing July 1, 2027 and each fiscal year thereafter, the Additional Contribution shall be adjusted for inflation based on the Consumer Price Index for All Urban Consumers (CPI-U): San Francisco-Oakland-Hayward, CA, as published by the Bureau of Labor Statistics of the U.S. Department of Labor for the preceding calendar year.

4. Fees for Service

- a. City shall utilize its schedule of fees to charge for operational/life safety permits and/or inspections, associated with businesses located within Springlake FPD. These fees will be charged to the business by City directly.
- b. The Springlake FPD Board shall vote to approve any increase in fees brought forth by City.

5. Term

- a. The term of this Agreement shall begin on July 1, 2026 and shall, unless otherwise terminated in accordance with its terms, expire on midnight, June 30, 2031.
- b. After expiration of the term, the Agreement shall continue on a year-to-year basis upon the same terms provided herein.
- c. Any party to this Agreement may terminate this Agreement for any reason upon the provision of at least one year’s advance written notice to the other parties.
- d. Springlake FPD and/or County’s failure to pay compensation due under this Agreement within 60 days of the due date shall be grounds for early termination of this Agreement. In the event of non-payment, City shall make a demand for payment to Springlake FPD and the Yolo County Chief Financial Officer. Such notice shall provide that failure to pay the full amount owed within 30 days of the notice shall be grounds for termination of this Agreement. If the amounts due are not paid within this 30-day period, City may withdraw from or terminate its participation in this Agreement, and all services to be provided under this Agreement shall cease 60 days from the end

of the thirty-day period. In the event of termination for non-payment, Springlake FPD shall remain obligated to and shall pay City for services provided up to the date of termination in the amounts specified in this Agreement.

6. Partial Year Payment

- a. In the event the Agreement is terminated at any time other than the end of the fiscal year (June 30), the Chief Financial Officer shall, within 60 days of the end of the fiscal year in which the Agreement was terminated, calculate the amount of City's compensation prorated for the portion of the fiscal year in which the Agreement was terminated ("Partial Year Charge").
- b. In calculating the Partial Year Charge, the Chief Financial Officer shall determine the number of days during the last fiscal year that City provided Services under this Agreement, divided by 365, and then multiplied by the real property taxes, fire suppression assessments, and County Contribution received by Springlake FPD for the Service Area in the last fiscal year in which City provided Services.
- c. If the total compensation received by City in the last fiscal year exceeds the Partial Year Charge, then City shall pay to the Chief Financial Officer the difference within 30 days, and the Chief Financial Officer shall allocate such payment between Springlake FPD and County. If the total compensation received by City in the last fiscal year is less than the Partial Year Charge, then the Chief Financial Officer shall pay City the difference from Springlake's next property tax allocation. No interest shall be due for any under- or over-compensation.

7. Insurance and Indemnification

- a. City shall, at all times, maintain insurance coverage through Yolo County Public Agency Risk Management Insurance Authority
- b. With the exception that this section shall in no event be construed to require indemnification to a greater extent than permitted under the public policy of the State of California, City shall indemnify, defend and hold harmless Springlake FPD, County, and their respective officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the Services, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- c. With the exception that this section shall in no event be construed to require indemnification to a greater extent than permitted under the public policy of the State of California, Springlake FPD shall indemnify, defend, and hold harmless City, County, and their respective officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the Services, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of Springlake FPD, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- d. The responsibilities for defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

8. Entire Agreement

This Agreement represents the entire agreement of the parties with respect to the subject of this Agreement, and no representations have been made or relied up on except as set forth herein. This Agreement supersedes all other agreements between the parties hereto. This Agreement may be amended or modified only by written, fully executed agreement of the parties.

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IN WITNESS WHEREOF, the parties have hereto set their signature as of the date first above named herein.

SPRINGLAKE FPD

COUNTY OF YOLO

By _____
Sheila A. Allen, Chair
Board of Directors

By _____
Sheila A. Allen, Chair
Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By _____
(Seal)

By _____
(Seal)

Approved as to Form:

Approved as to Form:

Philip Pogledich, County Counsel

Philip Pogledich, County Counsel

CITY OF WEST SACRAMENTO

[insert signature block]

Exhibit A

Service Area