

AGREEMENT BETWEEN THE COUNTY OF YOLO AND THE CITY OF WOODLAND FOR THE PROVISION OF FIRE PROTECTION SERVICES

This Agreement (“Agreement”) is entered into this 30th day of June, 2026 between the County of Yolo (“County”) and the City of Woodland (“City”) (collectively, “Parties”).

RECITALS

WHEREAS, on June 30, 2026, the Yolo Local Agency Formation Commission (“LAFCo”) dissolved the Elkhorn Fire Protection District (“Elkhorn FPD” or “District”) and designated the County as the successor agency; and

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

WHEREAS, City is authorized to enter into an agreement or contract to provide fire protection services to another public agency pursuant to Government Code section 55632; and

WHEREAS, City and County wish to supersede Agreement No. 92-140 with a new Agreement that, among other things, provides for fire protection services in the northern portion of the Elkhorn FPD territory following the District’s dissolution; and

WHEREAS, City has agreed to continue providing services in the northern portion of Elkhorn FPD’s territory following any reorganization pursuant to the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Incorporation of Recitals

The above recitals are incorporated into this Agreement by reference.

2. Definitions

- a. “Effective Date” shall mean June 30, 2026, the effective date of the LAFCo dissolution of Elkhorn FPD.
- b. “Services” shall mean all fire protection services, fire suppression services, emergency medical first responder services, hazardous material first responder services, technical rescue (excluding water rescues that require watercraft), 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 command and management responsibility for complex incidents. Complex incidents include, but are not limited to: incidents requiring more than four hours to contain or mitigate, plane crashes, levee breaks, large explosions, or complex hazmat incident, or other incident that would prevent response to incidents occurring within City’s jurisdiction;

- 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 (except for DUI cost recovery).
- c. "Service Area" shall mean the area within Elkhorn FPD's service territory described in Exhibit A.

3. Services To Be Provided by Woodland

- 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.

4. Services to be Provided by County

- a. Commencing on the Effective Date, County shall, through its various departments, provide the following services in the Service Area, unless another agency or district has primary jurisdiction over these services:
 - i. Building permits, plan checks, and building inspections;
 - ii. Code enforcement; and
 - iii. Criminal investigations related to fires and arson.
- b. Commencing on the Effective Date, County shall bear primary responsibility for providing incident command for complex or large-scale incidents, commencing after the completion of the initial four hour operational period, provided however, that City may, in its sole discretion, retain incident command beyond the initial four hour period upon notification to County.
- c. All other fire services not enumerated in this agreement shall be performed by the County or its various departments, or pursuant to other agreements.

5. Compensation

- a. Amount. For the Services provided pursuant to this Agreement, County shall pay City \$293,129 for the fiscal year commencing July 1, 2026 (the “Compensation”).
- b. Annual Adjustment. Beginning with the fiscal year commencing July 1, 2027, and for each fiscal year thereafter, the Compensation amount then in effect shall be adjusted by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U): San Francisco-Oakland-Hayward, CA, as published by the U.S. Bureau of Labor Statistics, measuring the 12-month period ending December 31 of the preceding calendar year against the Index value for December of the calendar year one year earlier. Each resulting amount shall be rounded to the nearest whole dollar.
- c. Timing. The Compensation for each fiscal year shall be due and payable on May 1 of that fiscal year. The first payment, for the fiscal year commencing July 1, 2026, shall be due on May 1, 2027.
- d. Source of Funds. County shall pay the Compensation from any funds lawfully available for the purpose, as County determines in its sole discretion. County's obligation to pay the full Compensation when due is absolute and is not contingent on the availability of any particular funding source, including any taxes or assessments collected in the Service Area.

6. County Administration of Springlake FPD; Other Collaboration.

- a. County shall assume City’s responsibility for the administrative services provided to Springlake FPD under the Davis-Woodland Contract.
- b. As of the execution of this Agreement, the parties expect to provide space for City’s fire and law enforcement agencies on a County-owned radio tower located at the Yolo Central Landfill. Unless continued evaluation demonstrates that providing space is infeasible, the parties will work in a collaborative and timely manner to complete a separate agreement addressing this matter.
- c. The County shall use reasonable means to liquidate the assets transferred from Elkhorn FPD to the County. Up to \$150,000 of the proceeds of such sale shall be set aside for training and other one-time start-up costs associated with City’s provision of Services, as mutually agreed to between the County and City. City shall apply for reimbursement of training and other one-time start-up costs or may seek preapproval before incurring such costs. Under either approach, City shall provide the County with information that clearly describes the nature of the cost, amount, and its nexus to the services to be provided by City under this Agreement. County shall respond with its approval within 15 days or, alternatively, with a request for any additional information that is required (in its reasonable discretion) to act on the request. If revenues from the asset liquidation are less than \$150,000, County shall identify other resources in its sole discretion to ensure a total training and start-up fund of up to \$150,000 is available.

7. Fees for Service

- a. City shall utilize its schedule of fees to charge for operational/life safety permits and/or inspections, if provided by City, associated with businesses located within the former area of Elkhorn FPD covered by this Agreement. These fees will be charged to the business by City directly.
- b. As to all other fees that the City may propose to charge, the City will provide written notice to the County in connection with its administration of the former area of Elkhorn FPD covered hereunder at least 90 days prior to the anticipated imposition of any fees. The City and the County will meet and confer over the authority to impose fees, the amount of the fees, and the terms and conditions of enforcement of fees. Any fees charged by City for Services in the Service Area shall not exceed the fees charged by City for the same activities within incorporated limits.
- c. If determined to be legally necessary, the County Board of Supervisors shall vote to approve any increase in fees or new fees proposed by City.

8. Termination and Default

- a. The term of this Agreement shall begin on July 1, 2026 and shall, unless otherwise terminated in accordance with its terms, expire on 11:59 p.m. on June 30, 2031.
- b. Defaults
 - i. After expiration of the term, the Agreement shall continue on a year-to-year basis upon the same terms provided herein.
 - ii. 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.
 - iii. 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 County's 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.

- iv. In the event of termination for non-payment, County shall remain obligated to and shall pay City for services provided up to the date of termination in the amounts specified in this Agreement.

9. Partial Year Payment

- a. If this Agreement terminates before the end of a fiscal year, the Compensation for that fiscal year shall be prorated based on the number of days during that fiscal year in which City provided the Services, and the parties shall promptly settle any resulting overpayment or underpayment.

10. 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 County and its 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, County shall indemnify, defend, and hold harmless City and its 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 County, 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.

11. Miscellaneous Provisions

- a. 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.
- b. Governing Law and Venue. This Agreement is governed by the laws of the State of California. The Venue for any dispute under this Agreement shall be the Yolo County Superior Court, or the Federal District Court for the Eastern District of California.
- c. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party, subject to review and approvals required by law. In the event LAFCo approves any reorganization, consolidation, dissolution, or merger during the term of this Agreement that affects the Service Area, the obligations of County under this Agreement shall survive and transfer to any successor agency unless the Parties otherwise agree in writing. In no event shall any such reorganization relieve any Party of accrued payment obligations.
- d. Force Majeure. In the event of a declared state of emergency, large scale emergency, or other Act of God beyond the control of City prevents City from performing under this Agreement, failure to provide Services for the Service Area will not be considered a breach of this Agreement. Any compensation or payments required under this Agreement will be tolled until the triggering event has concluded or extinguished.
- e. Nothing in this Agreement is intended to create a mandatory duty under Government Code section 815.6, or to confer any right or benefit upon, or create any duty enforceable by, any third party. The Parties' commitment to provide the services described herein is an allocation of governmental responsibility between the County and the City only, and except as expressly set forth herein each retains discretion over the manner, means, and priority of performance.
- f. Modification. This Agreement may be amended or modified only by written, fully executed agreement of the parties.
- g. Notices. Each Party must designate a point of contact for the purposes of administration of this Agreement. Notices and demands under this Agreement shall be made in writing and delivered via U.S. Mail to the point of contact of the other Parties.

City of Woodland
Fire Chief Eric Zane
(530) 661-5861
1556 Springlake Ct
Woodland, CA 95776
eric.zane@cityofwoodland.gov

County of Yolo
Michael Webb, County Administrator
(530) 666-8150
625 Court Street, Room 202
Woodland, CA 95695
michael.webb@yolocounty.gov

12. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding to the same extent as original signatures.

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

COUNTY OF YOLO

By _____
Sheila A. Allen, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Yolo County Board of Supervisors

By _____
(Seal)

Approved as to Form:


Philip J. Pogledich, County Counsel

CITY OF WOODLAND

By _____
Tom Stallard, Mayor
City Council

Exhibit A

Service Area

Exhibit A – City of Woodland Service Area

