

**AGREEMENT BETWEEN THE COUNTY OF YOLO AND THE CITY OF WEST
SACRAMENTO 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 West Sacramento (“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 for the provision of fire protection services for CSA No. 9 and the southern portion of the Elkhorn FPD territory following the District’s dissolution ; 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. **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 the LAFCo dissolution of the 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 (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 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, 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 DUI cost recovery if the City recovers such costs for incidents within City boundaries).

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

3. 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.

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 the 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 \$88,036 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. Fees for Service

- a. As of the Effective Date of this Agreement, the City does not charge any fees for fire department response or services in the Elkhorn FPD and CSA No. 9 areas.
- b. In the event City elects to begin charging fees for Services in the former area of Elkhorn FPD covered by this Agreement and/or CSA 9, the City will provide written notice to the County at least 90 days prior to the anticipated imposition of any fees. The City and 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 Board of Supervisors shall vote to approve any increase in fees proposed by City.

7. 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 11:59 p.m. on 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.

8. Termination and Default

- a. 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.
- b. Defaults.
 - i. 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.
 - ii. 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.
 - iii. 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 contractor, 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 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 County, any contractor, 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 prior agreements between the parties with respect to the provision of fire protection services in the Service Area, including specifically Agreement No. 92-140. Nothing in this Agreement shall be construed to affect any mutual aid or other agreements between the parties not directly governing fire protection services in the Service Area.
- 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 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. Modification. This Agreement may be amended or modified only by written, fully executed agreement of the parties.
- f. 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 West Sacramento

Fire Chief Steve Binns
2040 Lake Washington Blvd.
West Sacramento, CA 95691
steveb@cityofwestsacramento.org

County of Yolo

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

- g. 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.

(Signatures on following page.)

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

CITY OF WEST SACRAMENTO

By _____
Aaron Laurel, City Manager

Attest:

By: _____
Jennifer Cusmir, City Clerk

Approved as to Form:

By: _____
Jeffrey A. Mitchell, City Attorney

COUNTY OF YOLO

By _____
Sheila A. Allen, Chair
Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By _____
(Seal)

Approved as to Form:


Philip Pogledich, County Counsel

Exhibit A

Service Area

Exhibit A – City of West Sacramento Service Area

