Excerpt of Minute Order No. 92-302, Item No. 5, of the Board of Supervisors' meeting of AUGUST 18, 1992.

MOTION: Cameron. SECOND: Thomson. AYES: Mast, Cameron, DeMars, Thomson, Marchand.

5. Approved and authorized the Chair to sign Agreement No. 92-140 with the City of West Sacramento to provide fire protection service to County Service Area No. 9 and appointed the Auditor-Controller as administrator of County Service Area No. 9.

6. Approved and authorized the Chair to sign Agreement No. 92-141 with Daniel C. Smith and Associates to include additional tasks associated with criminal justice planning in an amount not to exceed $10,166.

7. Took the following actions on claims filed against the County and directed the Clerk to send appropriate notice to the claimants:

A. William Havey - denied.
B. James W. Newell - denied.
C. Anthony Taylor - denied.
D. Lucina Pina - denied.
E. Nicoletta and Rich Sevieri - denied.
F. Mateo Rubio Diaz - denied.
G. Lewis DeLora Bojorquez - denied.
H. Lois Cleff-Mariano - denied.
I. Jan L. Brown - denied.
TO: Betsy A. Marchand, Chair and Members
   of the Yolo County Board of Supervisors

FROM: Donna Landeros, County Administrative Officer

DATE: August 18, 1992

SUBJECT: Approve an agreement with West Sacramento to provide fire protection
          service to County Service Area #9

RECOMMENDED ACTION

1. Authorize the Chairman of the Yolo County Board of Supervisors to sign the
   attached agreement to have West Sacramento provide fire protection service
   to County Service Area #9.

2. Appoint the Yolo County Auditor the administrator of County Service Area #9.

REASON FOR RECOMMENDATION

The City of West Sacramento provides fire protection service to the area known as
County Service Area #9. This contract would formalize the provision of service and
pay the city as stipulated in the LAFCO approval of the West Sacramento
incorporation.

The appointment of the County Auditor to administer CSA # 9 is consistent with the
type of work required for the budgeting and distribution of funds to the city for this
county service area.

BACKGROUND

In 1987 the City of West Sacramento incorporated. A mitigated negative declaration
of environmental impact was prepared for the incorporation. One of the mitigations
adopted for the incorporation was the creation of County Service Area # 9 to provide
fire service to an area outside the city limits, but within the boundaries of the soon
to be dissolved East Yolo Fire District. This property is all agricultural, with the
majority of the land under Williamson Act contract. The mitigation also stipulated that
if no adjoining rural fire districts were willing to provide fire service, West Sacramento
would provide fire protection.
The Clarksburg and East Davis Fire District declined to contract with CSA #9 for fire protection service. The City of West Sacramento has been providing the service to the area as a result. The attached contract would formalize the service provisions and County Service Area structure payment to the city for its services.

BUDGET IMPACTS

The LAFCO approval authorized the service provider to receive the share of the property tax that was formerly received by the East Yolo Fire District within the area. The Auditor will distribute the city payment when property tax is distributed to local agencies.

OTHER AGENCY INVOLVEMENT

The County Counsel, Auditor and Administrator’s office, and the West Sacramento Fire Department, City Counsel, and City Manager’s Office have all been involved in negotiating this contract.

Attachment: Agreement for West Sacramento Fire Service to CSA9

cc. Larry vanKannel, West Sacramento City Manager’s Office
    Al Ionnone, West Sacramento Fire Chief
    Mark Krummenacker, Assistant County Auditor
    Charles Mack, County Counsel
    John Robertson, County Public Works Director
AGREEMENT NO. 92-140

(Agreement for Fire Protection Services to County Service Area No. 9)

THIS AGREEMENT is made and entered into this 18th day of Aug. 1992, by and between the City of West Sacramento, hereinafter "CITY", and the County of Yolo, hereinafter "COUNTY"

WITNESSETH:

1. CITY is a municipal corporation organized and existing under the laws of the State of California. CITY operates a municipal fire department. CITY is authorized by State law to enter into this agreement. COUNTY is organized and existing under the laws of the State of California and is authorized by State law to enter into this agreement. CITY and COUNTY wish to enter into this Agreement for CITY to provide fire protection services to County Service Area No. 9, boundaries designated in Exhibit A, attached hereto and incorporated herein by reference; as required by a condition attendant to CITY’s incorporation.

2. Formation of County Service Area No. 9 was authorized and directed as part of the East Yolo Reorganization, which led to incorporation of CITY and the dissolution of the East Yolo Fire Protection District, in Yolo County LAFCO Resolution No. 85-13; as a condition of approval of the East Yolo Reorganization, including incorporation of CITY, CITY was and is obligated to provide fire protection services to County Service Area No. 9 upon request by COUNTY. To fulfill this obligation CITY and COUNTY enter into this agreement.

3. CITY shall provide fire protection and suppression, basic life support emergency medical service, and other related services at substantially the same level in County Service Area No. 9 as such services are provided within CITY. Basic life support is defined as emergency first aid and cardiopulmonary resuscitation procedures which, at a minimum, include recognizing respiratory and cardiac
arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available, and such other basic life support services as CITY provides within its boundaries. Related services are defined as conducting fire safety inspection and fire prevention programs, insuring compliance with the Uniform Fire Code, and monitoring water flow to fire sprinklers on improved property, and such other related services as CITY provides within its boundaries.

4. CITY shall have authority and responsibility to prescribe the manner and method of providing the services delineated in this Agreement. CITY assumes full administrative and tactical control of the fire fighting resources of CITY for use within County Service Area No. 9.

5. Upon request, CITY, through its designated representative, shall meet with the COUNTY for general discussion involving fire protection and emergency services within County Service Area No. 9.

6. Nothing in this Agreement shall be deemed a waiver of the immunity granted CITY or COUNTY under federal, state or local law, or to extend any duty by CITY and COUNTY not otherwise imposed by law.

7. For each full year that this Agreement is in effect, COUNTY shall pay to CITY the total amount of property taxes distributed to the areas that are within the boundary of County Service Area No. 9, pursuant to the appropriate Revenue and Taxation Codes, less amounts paid to the County for auditing the district as required by Government Code Section 26909, and for reimbursements of the districts share of property tax administration costs per Revenue and Taxation Code Section 97. Payment shall be made to CITY by COUNTY at the same time the property tax is distributed to CITY by COUNTY Auditor.
8. This Agreement constitutes the entire Agreement between CITY and COUNTY. Any prior oral or written agreements with regard to the provision of services to County Service Area No. 9 shall be of no force and effect. The obligations and responsibilities of CITY and COUNTY are limited to the express provisions of this Agreement. Any modification of this Agreement must be in writing and must be signed and approved by CITY and COUNTY to be enforceable.

9. It is the intent of CITY and COUNTY that this Agreement provide for long-term fire protection for the designated area. This Agreement shall commence immediately upon its execution and shall continue thereafter in perpetuity unless and until the designated area is annexed to CITY, or until COUNTY gives one (1) year advance written notice of termination to CITY.

10. Pursuant to the provisions of Government Code §895.4, the parties agree that any party performing services under the Agreement shall indemnify, hold harmless and defend the other Party to this Agreement, its officers, officials, employees and volunteers from all damages, costs or expenses in law or equity, that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performance of this Agreement which may be occasioned by any willful or negligent act or omission of either party, their officers, officials, employees and volunteers. If either party incurs liability in the performance of services under this Agreement, which liability is caused by or related to the error or omissions of the other party, its officers agents, employees or volunteers, that other party shall save, keep and hold harmless the party performing services under this Agreement, its officers, officials, agents employees and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be set up as a result of those errors or omissions.
COUNTY:
COUNTY OF YOLO, a political subdivision of the State of California

BY

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

CITY:
CITY OF WEST SACRAMENTO, a Municipal Corporation

BY

Gregory Polnick, Mayor

ATTEST
HELEN KANOWSKY, CITY CLERK
City of West Sacramento

BY

(Helen Kanowsky)
(DEPUTY)
(Seal)