

BOARD OF SUPERVISORS
Yolo County, California

To: CAO
Co. Counsel
Auditor ✓
Public Works
Cnty. Partnership
Cnty. Devel.
Health Services
Personnel
Social Services
General Services

ENTRY NO. 3

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.



County of Yolo

OFFICE OF THE COUNTY ADMINISTRATOR 625 Court Street, Room 202 Woodland, California 95695 (916) 666-8150

COUNTY ADMINISTRATOR
DONNA LANDEROS

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

Donna Landeros

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 vanKeenel, 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

SEP 19 1992

AGREEMENT NO. 92-140 PAULA W. [Signature] CLERK OF THE BOARD
BY [Signature] (Area No. 9)

THIS AGREEMENT is made and entered into this 18th day Aug of 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

1 arrest and starting the proper application of cardiopulmonary resuscitation to
2 maintain life without invasive techniques until the victim may be transported
3 or until advanced life support is available, and such other basic life support
4 services as CITY provides within its boundaries. Related services are defined
5 as conducting fire safety inspection and fire prevention programs, insuring
6 compliance with the Uniform Fire Code, and monitoring water flow to fire
7 sprinklers on improved property, and such other related services as CITY
8 provides within its boundaries.

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

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

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

19 7. For each full year that this Agreement is in effect, COUNTY shall pay to CITY
20 the total amount of property taxes distributed to the areas that are within the
21 boundary of County Service Area No. 9, pursuant to the appropriate Revenue
22 and Taxation Codes, less amounts paid to the County for auditing the district
23 as required by Government Code Section 26909, and for reimbursements of the
24 districts share of property tax administration costs per Revenue and Taxation
25 Code Section 97. Payment shall be made to CITY by COUNTY at the same
26 time the property tax is distributed to CITY by COUNTY Auditor.

- 1 8. This Agreement constitutes the entire Agreement between CITY and COUNTY.
2 Any prior oral or written agreements with regard to the provision of services to
3 County Service Area No. 9 shall be of no force and effect. The obligations and
4 responsibilities of CITY and COUNTY are limited to the express provisions of
5 this Agreement. Any modification of this Agreement must be in writing and
6 must be signed and approved by CITY and COUNTY to be enforceable.
- 7 9. It is the intent of CITY and COUNTY that this Agreement provide for long-term
8 fire protection for the designated area. This Agreement shall commence
9 immediately upon its execution and shall continue thereafter in perpetuity
10 unless and until the designated area is annexed to CITY, or until COUNTY gives
11 one (1) year advance written notice of termination to CITY.
- 12 10. Pursuant to the provisions of Government Code §895.4, the parties agree that
13 any party performing services under the Agreement shall indemnify, hold
14 harmless and defend the other Party to this Agreement, its officers, officials,
15 employees and volunteers from all damages, costs or expenses in law or equity,
16 that may at any time arise or be set up because of damages to property or
17 personal injury received by reason of or in the course of performance of this
18 Agreement which may be occasioned by any willful or negligent act or omission
19 of either party, their officers, officials, employees and volunteers. If either
20 party incurs liability in the performance of services under this Agreement, which
21 liability is caused by or related to the error or omissions of the other party, its
22 officers agents, employees or volunteers, that other party shall save, keep and
23 hold harmless the party performing services under this Agreement, its officers,
24 officials, agents employees and volunteers from all damages, costs or expenses
25 in law or equity that may at any time arise or be set up as a result of those
26 errors or omissions.

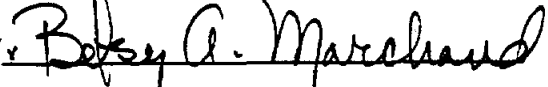
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APPROVE TO FORM:


County Counsel

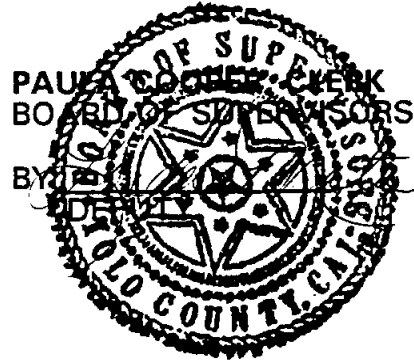
COUNTY:

COUNTY OF YOLO, a political subdivision
of the State of California

BY: 

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

ATTEST:




PAULA COCHRAN, CLERK
BOARD OF SUPERVISORS

BY: 
(DEPUTY)

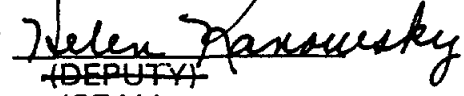
CITY:

CITY OF WEST SACRAMENTO, a
Municipal Corporation

BY: 
Gregory Potnick, Mayor

ATTEST

HELEN KANOWSKY, CITY CLERK
City of West Sacramento

BY: 
(DEPUTY)
(SEAL)