

**AGREEMENT BETWEEN
THE SPRINGLAKE FIRE PROTECTION DISTRICT
AND THE CITIES OF DAVIS AND WOODLAND
FOR THE PROVISION OF FIRE PROTECTION SERVICES**

This Agreement ("Agreement") is entered into this 30th day of June, 2004 between the Springlake Fire Protection District ("Springlake"), the city of Davis ("Davis"), and the city of Woodland ("Woodland").

RECITALS

- A. Areas A and B of the Springlake Fire Protection District may be generally described as follows. Fire Service Area "A" is the properties within the boundaries of the Springlake Fire Protection District of Yolo County lying north of the northern right-of-way line of County Road 29 as of January 1, 1989. Fire Service Area "B" is the properties within the boundaries of the Springlake Fire Protection District of Yolo County lying south of the northern right-of-way line of County Road 29 which lies between County Road 98 and County Road 102 as of January 1, 1989.
- B. On November 19, 1985, Springlake and Woodland entered into an agreement whereby Woodland provided fire protection, fire suppression, emergency medical service, rescue and other related services within a defined portion of the Springlake Fire Protection District. This agreement was amended on December 20, 1988.
- C. On November 30, 1988, Springlake and Davis entered into an agreement whereby Davis provided fire protection, fire suppression, emergency medical service, rescue and other related services within a defined portion of the Springlake District.
- D. On July 10, 1997, the agreement, as amended, between Springlake and Woodland and the agreement between Springlake and Davis were amended to provide that Springlake was to pay to Davis and Woodland the sum equal to the appropriations allocated to Springlake as assessed on each parcel within the Springlake District.
- E. In April, 1993, Springlake acquired three new Class A rural type fire engines which were delivered to Springlake in April of 1994. The cost of these vehicles was \$360,000 and they were acquired through a lease-purchase agreement with United Financial of Illinois, Inc. The term of the lease-purchase agreement was ten years beginning June 15, 1993. Lease payment terms under this agreement consisted of ten equal, consecutive, annual payments of \$49,913.77, payable in arrears. This agreement provided that, upon full performance of its terms and conditions, Springlake had the option to purchase the fire engines for \$1.00.
- F. Upon their delivery to Springlake, two fire engines were housed, maintained and utilized by Woodland for the delivery of fire protection and fire suppression services within the Springlake District for which Woodland was contractually required to provide such services as well as at other locations as necessary for fire protection and fire suppression services. Upon its delivery to Springlake, one fire engine was housed, maintained and utilized by Davis for the

delivery of fire protection and fire suppression services within the Springlake District for which Davis was contractually required to provide such services as well as at other locations as necessary for fire protection and fire suppression services.

G. To pay for these fire engines, the revenues payable by Springlake to Davis and Woodland pursuant to agreements in effect were reduced proportionally.

H. In addition, to provide the services required of Woodland and Davis by their respective agreements with Springlake, Woodland has purchased an antenna communication system using monies received by Woodland from Springlake for the provision of services by Woodland to Springlake.

I. Throughout the terms of the agreements between Springlake and Davis and Woodland, the property owners of the Springlake District have significantly benefited through the prompt and effective delivery of fire protection services, fire suppression services, emergency medical services, and the other services required to be provided under these agreements.

J. The parties hereto now have determined that it is appropriate to enter in this Agreement to reaffirm the relationships between Springlake, Davis, and Woodland and to set forth the services provided by Davis and Woodland to Springlake and the compensation for such services.

TERMS

1. Services To Be Provided by the City of Woodland to the Springlake District

a. Through its Fire Department, Woodland shall provide all administrative services required under applicable laws and necessary for the effective operation of the Springlake Fire Protection District subject to the direction and approval of the Board of Commissioners and the Board of Directors of the Springlake Fire Protection District. Included in these administrative services are the following:

i. The provision of all services necessary to properly conduct meetings of the Board of Directors in compliance with the Brown Act and the attendance by the Woodland Fire Chief, or his or her designee, at all Board of Directors meetings;

ii. The preparation and preservation of all records of service and administration of the Springlake District except for those records directly related to services provided by Davis under this Agreement;

iii. The provision of annual reports of the operations of the Springlake District to be provided to the Springlake Board of Commissioners and the Springlake Board of Directors no later than March 1 of each year unless the Springlake Board of Directors establishes a different date;

- iv. The quarterly submission to the Springlake Board of Directors of all invoices, and other demands for payment, for actual expenses incurred for the administration of the Springlake District's day-to-day operations, which invoices and demands for the Springlake District's actual expenses shall be received, approved, and paid by the Springlake Board of Directors; and
 - v. The provisions of such other administrative services as may be reasonably requested by the Board of Commissioners or the Board of Directors of the Springlake Fire Protection District.
- b. For Area A, through its Fire Department, Woodland shall provide all fire protection services, fire suppression services, and emergency medical services as required by applicable laws and to the same quality as reasonably possible given geographic and land use differences as the same services are provided by Woodland to the property owners within the City of Woodland.
- c. For Area A, to the extent permitted under applicable laws and subject to the direction and approval of the Board of Directors of the Springlake Fire Protection District, Woodland, through its Fire Department, shall undertake to do each of the following:
- i. Review building plans for all commercial, industrial, public assembly, and single and multi-family structures for compliance with all applicable fire regulations, fire codes and ordinances utilized for similar structures within the City of Woodland;
 - ii. Perform weed abatement enforcement, fire code enforcement, fire code inspections of commercial and industrial structures, and conduct fire prevention programs consistent with similar inspections and programs within the City of Woodland;
 - iii. Investigate causes of fires;
 - iv. Provide limited inspections of existing rural water systems and maintain records of these inspections as may be required by the Insurance Services Office; and
 - v. Such other services directly related to the services required of Woodland under this Agreement as may be reasonably requested by the Board of Commissioners or the Board of Directors of the Springlake Fire Protection District.
- d. In providing the services required under this Agreement, Woodland 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.

e. To the extent permitted by applicable laws, in performing the fire code inspections required by Section c.ii. above, it is understood that the Woodland Fire Department will be utilizing and applying the City of Woodland's modifications to the California Fire Code. However, in the event that these modifications are less restrictive than the County's modifications to the California Fire Code concerning the requirement of residential and commercial sprinkling systems, then the County modifications shall be utilized by the Woodland Fire Department in the performance of the fire code inspections required by Section c.ii. above with regard to the requirement of residential and commercial sprinkling systems.

2. Services To Be Provided by the City of Davis to the Springlake District

a. For Area B, through its Fire Department, Davis shall provide all fire protection services, fire suppression services, and emergency medical services as required by applicable laws and to the same quality as reasonably possible given geographic and land use differences as the same services are provided by Davis to the property owners within the City of Davis.

b. For Area B, to the extent permitted under applicable laws and subject to the direction and approval of the Board of Directors of the Springlake Fire Protection District, Davis, through its Fire Department, shall undertake to do each of the following:

i. Review building plans for all commercial, industrial, public assembly, single and multi-family structures for compliance with all applicable fire regulations, fire codes and ordinances utilized for similar structures within the City of Davis;

ii. Perform weed abatement enforcement, fire code enforcement, fire code inspections of commercial and industrial structures, and conduct fire prevention programs consistent with similar inspections and programs within the City of Davis;

iii. Investigate causes of fires;

iv. Provide limited inspections of existing rural water systems and maintain records of these inspections as may be required by the Insurance Services Office;

v. Require the Davis Fire Chief, or her or his designee, to attend Springlake District Board of Director's meetings when requested to do so by the Springlake Board of Directors; the Davis Fire Chief shall receive notice of all Springlake district Board of Director's meetings and shall attend all meetings that the Davis fire chief determines to attend, in addition to all meetings that the Davis Fire chief is requested to attend,

vi. Prepare and preserve all records of services directly related to services provided by Davis under this Agreement;

vii. Provide annual reports on the operations of the Springlake district for Area B by March 1 of each year, to the Springlake Board of Commissioners and the Springlake Board of Directors on the operations of the Springlake District Area B unless a different date is established by the Springlake Board of Directors (this information may be consolidated with the annual report prepared by Woodland for Area A); and

viii. Provide such other services directly related to the services required of Davis under this Agreement as may be reasonably requested by the Board of Commissioners or the Board of Directors of the Springlake Fire Protection District.

c. In providing the services required under this Agreement, Davis 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.

d. To the extent permitted by applicable laws, in performing the fire code inspections required by Section b.ii. above, it is understood that the Davis Fire Department will be utilizing and applying the City of Davis' modifications to the California Fire Code. However, in the event that these modifications are less restrictive than the County's modifications to the California Fire Code concerning the requirement of residential and commercial sprinkling systems, then the County modifications shall be utilized by the Davis Fire Department in the performance of the fire code inspections required by Section b.ii. above with regard to the requirement of residential and commercial sprinkling systems.

e. Notwithstanding Woodland's responsibilities under this Agreement for administration of the Springlake District, Woodland will not supervise or provide operational oversight on any services or operations performed by Davis in Area B or otherwise. Davis will be solely responsible for the services and operations performed by Davis under this Agreement.

3. Compensation to be paid by the Springlake District

a. For the services provided by Woodland pursuant to this Agreement, Springlake shall pay Woodland a portion of the real property taxes that Springlake annually receives. The portion to be paid shall be determined as follows: the percentage derived by taking the total of assessed value of Area A divided by the total assessed value of the Springlake District. That percentage will then be multiplied by the total amount to be distributed.. In addition, Springlake shall pay Woodland the fire suppression assessments on real property located in Area A that Springlake annually receives. Springlake shall also pay Woodland the development impact fees received by Springlake for real property located

in Area A. Springlake shall also transfer title to the two fire engines housed, maintained and utilized by Woodland on behalf of the Springlake District since 1994. Finally, Springlake shall take such steps as necessary to transfer title to the communication system purchased and utilized by Woodland on behalf of the Springlake District.

b. For the services provided by Davis pursuant to this Agreement, Springlake shall pay Davis a portion of the real property taxes that Springlake annually receives. The portion to be paid shall be determined as follows: the percentage derived by taking the total of assessed value of Area B divided by the total assessed value of the Springlake District. That percentage will then be multiplied by the total amount to be distributed.. In addition, Springlake shall pay Davis the fire suppression assessments on real property located in Area B that Springlake annually receives. Springlake shall also pay Davis the development impact fees received by Springlake for real property located in Area B. Finally, Springlake shall transfer title to the one fire engine housed, maintained and utilized by Davis on behalf of the Springlake District since 1994.

c. Payment of the property taxes, fire suppression assessments, and development impact fees to be paid by Springlake to Davis and Woodland under this Agreement shall be made to the cities at the same time as property taxes and/or fire suppression assessments from within the cities are paid to the cities, but in no event later than the payment of such taxes, assessments, and fees to other fire protection districts in Yolo County. Development impact fees shall be paid to the cities within 60 days of receipt of the fees by Springlake.

4. Term

a. The term of this Agreement shall begin on July 1, 2004 and shall, unless otherwise terminated in accordance with its terms, end on midnight, June 30, 2024.

b. Any party to this Agreement may terminate this Agreement for any reason upon the provision of one year's advance written notice to the other parties, provided, however, that failure to pay the property taxes, and fire suppression assessments within sixty (60) days of the due date, shall be grounds for early termination of this Agreement. In the event of non-payment, either city may make a demand to pay to Springlake and the Yolo County Auditor-Controller. 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, either city or both may terminate this Agreement, and all services to be provided under this Agreement sixty (60) days from the expiration of the thirty (30) day period. In the event of termination for non-payment, Springlake shall remain obligated to and shall pay the cities or city for the time up to the termination day of the Agreement in the amounts specified in this Agreement.

5. 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 upon 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.

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

Springlake Fire Protection District

By _____
Deputy

By Weston J. Arvin
Weston Arvin, Chair
Board of Directors

Attest: Nell A. Hessel
Nell A. Hessel, Clerk
Board of Directors

City of Davis

By Ruth Asmundson
Ruth Asmundson, Mayor

Attest:

Betty Racki
Betty Racki, Clerk
City of Davis

City of Woodland

By Matt Rexroad
Matt Rexroad, Mayor

Attest:

Susan L. Vannucci
Susan L. Vannucci, Clerk
City of Woodland