

1 Thomas W. Barth, SBN 154075
2 **BARTH DALY LLP**
3 PO Box 8559
4 Woodland, CA 95776
5 Telephone: (916) 440-8600
6 Email: tbarth@barth-daly.com

7 Attorneys for Plaintiffs,
8 THOMAS KANE and RICHARD YEUNG

ELECTRONICALLY FILED
by Superior Court of CA,
County of Yolo,
9/2/2026
By: B Morris, Deputy

9
10 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF YOLO

12 THOMAS KANE and RICHARD YEUNG

13 Plaintiffs,

14 vs.

15 YOLO COUNTY LOCAL AGENCY
16 FORMATION COMMISSION, a Public
17 Agency; ALL PERSONS INTERESTED IN
18 THE MATTER OF YOLO LAFCO
19 RESOLUTION No. 2026-05 DISSOLVING
20 THE ELKHORN FIRE PROTECTION
21 DISTRICT; COUNTY OF YOLO, a Public
22 Agency as a real party in interest; and DOES 1
23 to 20, inclusive

24 Defendants.

Case No. CV2026-2594

**SUMMONS ON COMPLAINT FOR
REVERSE VALIDATION [CCP §863]**

25 To Yolo County Local Agency Formation Commission (Yolo LAFCO), all
26 persons interested in the matter of Yolo LAFCO Resolution No. 2026-05 dissolving the Elkhorn
27 Fire Protection District, real party in interest Yolo County, and Does 1-20, inclusive:

28 A civil complaint stating a cause of action for reverse validation has been filed by
Thomas Kane and Richard Yeung for the purpose of challenging the validity of Yolo LAFCO
Resolution 2026-05, dated June 30, 2026, ordering the dissolution of the Elkhorn Fire Protection
District without an election or protest proceedings pursuant to Government Code Section
57077.1(c)(1) and designating the County of Yolo as the successor agency, effective July 1, 2026,
subject to terms and conditions.

The following is a detailed summary of the matter sought to be validated: On June

30, 2026, Yolo LAFCO adopted Resolution No. 2026-05 dissolving the Elkhorn Fire Protection District and designating the County of Yolo as the successor agency for delivery of fire protection and emergency services within the territory of the former district. Plaintiffs in the reverse validation lawsuit seek an order of the court that Yolo LAFCO Resolution 2026-05 is legally invalid and void and for reinstatement of the district.

If you wish to appear and answer the complaint, you must file in this court a written pleading in response to the complaint on or before October 26, 2026. Otherwise, upon application of the Plaintiffs the court may enter judgment for the relief requested in the complaint, to-wit: declaring that Resolution No. 2026-05 is invalid and void, permanently enjoining Yolo LAFCO and all persons or entities acting in concert with it from implementing, enforcing or taking any action pursuant to the invalid Resolution 2026-05, permanently enjoining Yolo LAFCO from dissolving the district pursuant to the invalid Resolution 2026-05, ordering that the district shall continue to exist and operate as a validly organized fire protection district unless and until dissolution is lawfully effected, awarding plaintiffs their costs of suit and attorneys' fee to the extent authorized by law, ordering that jurisdiction of all interested persons be obtained by publication of this summons, and granting such other and further relief as the court deems just and proper.

Any person who contests the legality or validity of this matter will not be subject to punitive action such as wage garnishment or seizure of their real or personal property.

You may seek the advice of an attorney in any matter connected with the complaint or this summons. Such attorney should be consulted promptly so that your pleading may be filed or entered within the time required by this summons.

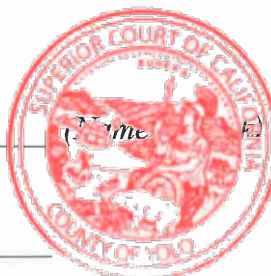
9/2/2026
Dated: ~~August 27, 2026.~~

/s/ B Morris

By: /s/ B Morris

BMORRIS

(Name of deputy clerk)
Deputy Clerk



GC68150(f)(g)

1 Thomas W. Barth, SBN 154075
2 **BARTH DALY LLP**
3 PO Box 8559
4 Woodland, CA 95776
5 Telephone: (916) 440-8600
6 Email: tbarth@barth-daly.com

ELECTRONICALLY FILED
by Superior Court of CA,
County of Yolo,
on 8/27/2026 4:42 PM
By: B Morris, Deputy

7 Attorneys for Plaintiffs
8 **THOMAS KANE and RICHARD YEUNG**

9
10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF YOLO**

12 **THOMAS KANE and RICHARD YEUNG**

Case No. **CV2026-2594**

13 Plaintiffs,

**COMPLAINT FOR REVERSE
VALIDATION [CCP §863]**

14 vs.

15 **YOLO COUNTY LOCAL AGENCY
16 FORMATION COMMISSION, a Public
17 Agency; ALL PERSONS INTERESTED IN
18 THE MATTER OF YOLO LAFCO
19 RESOLUTION No. 2026-05 DISSOLVING
20 THE ELKHORN FIRE PROTECTION
21 DISTRICT; COUNTY OF YOLO, a Public
22 Agency as a real party in interest; and DOES 1
23 to 20, inclusive**

24 Defendants.

25 Plaintiffs complain of Defendants and for a cause of action allege:

26 **A. INTRODUCTION**

27 1. This is an action for reverse validation under Code of Civil Procedure sections 860
28 through 863 challenging a resolution adopted by the Yolo County Local Agency Formation
Commission that resolved, determined, and ordered the dissolution of the Elkhorn Fire Protection
District (the "District").

2. Plaintiffs seek a judicial declaration that the resolution dissolving the District is
invalid and void, and attendant injunctive and other relief authorized in a validation proceeding.

//

1 **B. PARTIES**

2 3. Plaintiffs Thomas Kane and Richard Yeung are “interested persons” within the
3 meaning of Code of Civil Procedure section 863 because they are residents of Yolo County
4 within the former jurisdictional boundary and territory served by the former Elkhorn Fire
5 Protection District and will be directly and substantially affected by the dissolution.

6 4. Defendant Yolo County Local Agency Formation Commission (“Yolo LAFCO”)
7 is a local agency formation commission organized and existing under the laws of the State of
8 California with its principal place of business in Yolo County, California.

9 5. Defendant Yolo County is a local public agency organized and existing under the
10 laws of the State of California and is named herein as a real party in interest because the
11 Resolution challenged by this reverse validation action designated the County as the successor
12 agency to the District with responsibility for providing fire and emergency services to the
13 properties within the territory of the former District.

14 6. The true names and capacities of defendants “All Persons Interested in the Matter
15 of Yolo LAFCO Resolution No. 2026-05 Dissolving the Elkhorn Fire Protection District” are
16 unknown to Plaintiffs, who therefore sue such Defendants under the provisions of Government
17 Code section 863, directing the publication of summons for this action to such Defendants.

18 7. The true names and capacities of Defendants sued herein as DOES 1 through 20,
19 inclusive, are unknown to Plaintiffs, who therefore sue such Defendants by fictitious names.
20 Plaintiffs will amend this complaint to allege their true names and capacities when ascertained.
21 Each DOE Defendant is in some manner responsible for, participated in, or caused the acts and
22 omissions alleged herein.

23 **C. JURISDICTION AND VENUE**

24 8. This Court has jurisdiction pursuant to Code of Civil Procedure section 860 et
25 seq., which authorizes interested persons to bring actions to determine the validity of matters
26 undertaken by public agencies.

27 9. An action by an interested person under Code of Civil Procedure section 863 must
28 be brought within the time and in the court specified by section 860, and venue lies in the superior

1 court of the county in which the principal office of the public agency is located.

2 10. Venue is proper in this Court because Yolo LAFCO's principal office is in Yolo
3 County, California.

4 11. This action is commenced within sixty days of June 30, 2026, the date that YOLO
5 LOCAL AGENCY FORMATION COMMISSION RESOLUTION No. 2026-05 ("Resolution
6 2026-05") was adopted by Yolo LAFCO, as prescribed for reverse validation actions.

7 **D. GENERAL ALLEGATIONS AND BACKGROUND**

8 12. The District was a fire protection district established in 1965 under California law
9 that provided fire protection and emergency services within its boundaries.

10 13. Yolo LAFCO adopted and published the 2022 Fire Protection Agencies Municipal
11 Service Review on July 28, 2022 (the "2022 MSR"). The 2022 MSR recommended that the
12 District "...be dissolved and its service territory be divided between the cities of West
13 Sacramento (by annexation into CSA 9) and Woodland (by annexation into Springlake FPD) for
14 services..."

15 14. Following adoption of the 2022 MSR, the Yolo County Board of Supervisors
16 initiated dissolution proceedings on December 6, 2022. The County and cities of West
17 Sacramento and Woodland attempted to develop a Plan for Services that would rely on
18 commitments from the cities to serve the territory of the District after dissolution. Will-serve
19 letters from the cities were not provided until July 2024.

20 15. At a meeting of the District Board of Directors on August 21, 2024, the Yolo
21 LAFCO Executive Officer, Christine Crawford told the directors that the District would be
22 dissolved "the easy way or the hard way," telling the directors that they could either vote to
23 dissolve the District or they would be dissolved by the ongoing County application. Under the
24 impression that the District Board had no choice, Plaintiffs are informed and believe and thereon
25 allege that a majority of the directors voted for a resolution to dissolve the District against their
26 true judgment at the time that the District was improving, could serve its territory effectively, and
27 should not be dissolved. On August 21, 2024, the District Board approved and adopted the
28 RESOLUTION OF APPLICATION OF THE ELKHORN FIRE PROTECTION DISTRICT

1 INITIATING LAFCO PROCEEDINGS FOR DISSOLUTION OF THE ELKHORN FIRE
2 PROTECTION DISTRICT, ordering the coordination with Yolo LAFCO "...on the preparation
3 and submittal of all required application materials to dissolve the EFPD, including a Plan for
4 Services in accordance with section 56653 of the Government Code." (the "District Resolution").
5 A true and correct copy of the District Resolution is attached hereto as **Exhibit A** and
6 incorporated herein. The District Resolution had been drafted by Yolo LAFCO for the District
7 meeting on August 21, 2024, and was signed by Plaintiff Kane as the Chairman of the Board.
8 The District Resolution included the recital that the dissolution of the District would be consistent
9 with the 2022 MSR which "recommended that the EFPD be dissolved and its territory be annexed
10 into the Springlake Fire Protection District and County Service Area 9."

11 16. Ms. Crawford thereafter drafted a PROPOSAL APPLICATION for dissolution of
12 the District, which was signed by Plaintiff Kane and received by Yolo LAFCO on September 26,
13 2024 (the "Application"). A true and correct copy of the Application is attached hereto as
14 **Exhibit B** and incorporated herein. Ms. Crawford noted on the Application that it was "eligible
15 for deposit reduction or waiver because in response to MSR recommendation..." See
16 Application, at ¶D.8. Ms. Crawford also noted in the "PLAN FOR PROVIDING SERVICES"
17 that the proposed list of agencies to provide services to the territory was "TBD," or to be
18 determined, without any further detail. See Application at ¶O. Under the heading "Service Plan"
19 Ms. Crawford noted "Fire services to be provided by service contracts between the new successor
20 agency(ies) and the cities of West Sacramento and Woodland. Cost and method of financing to be
21 determined prior to LAFCo approval." See Application, at ¶Q. Yolo LAFCO approved the
22 waiver of deposit and fees for the District at its September 26, 2024, meeting, and the District
23 filed the Application.

24 17. At its meeting on October 31, 2024, Yolo LAFCO conducted a study session to
25 discuss the reorganization plan for the District. The staff-recommended approach to reorganizing
26 the District included annexing a portion of the District territory served by Woodland into the
27 Springlake Fire Protection District, and rather than dissolving the District, its remaining, reduced
28 territory would be limited to the area served by West Sacramento, with the County Board of

Supervisors sitting as the District Board.

18. At its special meeting on January 29, 2026, Yolo LAFCO conducted another study session regarding the plan for reorganization of the District. At that meeting, Yolo LAFCO staff recommended dissolution of the District and annexation of its territory into a single fire protection district encompassing the territories of the former District, Springlake Fire Protection District and CSA 9.

19. Yolo LAFCO participated in negotiation of fire service contracts for the District and CSA 9 with the County and the cities of West Sacramento and Woodland. On March 24, 2026, the County, Springlake FPD, and the two cities entered into a Memorandum of Understanding Regarding Fire Services ("Fire Service MOU") and signed separate agreements among Springlake FPD, the County, and each city, designated as Exhibits A and B to the Fire Service MOU detailing the Plan for Services to be provided to the territories of the District and CSA 9 upon reorganization of the District by dissolution and annexation into the Springlake FPD. A true and correct copy of the Fire Service MOU, with the attached agreements with the cities of West Sacramento and Woodland is attached hereto as **Exhibit C** and incorporated herein.

20. On March 24, 2026, the County Board of Supervisors adopted Resolution No. 26-31 approving the property tax exchange agreement negotiated by Yolo LAFCO under the provisions of Revenue and Taxation Code section 99. The County Auditor-Controller previously transmitted the Revenue and Taxation Code section 99 property tax estimates for the territory affected by the Application on April 10, 2025, quoting section 99(b)(4) that the "negotiation period shall not exceed 60 days" for achieving a tax exchange agreement among the affected entities. Yolo LAFCO and the County failed to meet that statutory period for reaching agreement on the tax exchange associated with the change of jurisdiction of the agencies affected by the Application. Resolution 26-31 adopted by the County directed that the Springlake Fire Protection District "shall receive 100 percent of the portion of the property tax revenue currently distributed to the Elkhorn FPD and CSA 9 from the [territory of those two entities]."

21. On March 25, 2026, the Yolo LAFCO Executive Officer issued the Certificate of Filing for the reorganization of the District and CSA 9 by dissolution of the District and

1 annexation into Springlake FPD.

2 22. On April 23, 2026, Yolo LAFCO adopted Resolution No. 2026-01 approving the
3 reorganization of the District by initiating the dissolution of the District, amending the Springlake
4 FPD sphere of influence to include the territories of the District and CSA 9, and annexing the
5 former territories of the District and CSA 9 into Springlake FPD, subject to findings and
6 conditions stated in the resolution, with direction for completion of the conducting authority
7 protest proceeding by Yolo LAFCO within the District jurisdiction regarding the reorganization.

8 23. Between approximately April 30, 2026, and June 16, 2026, Yolo LAFCO
9 conducted the protest proceedings concerning the reorganization approved at the April 23, 2026,
10 meeting by Resolution No. 2026-01.

11 24. At the May 28, 2026, Yolo LAFCO meeting, Ms. Crawford and Senior Deputy
12 County Counsel Eric May discussed with the Yolo LAFCO commission members that the
13 annexation of the territory of the District into Springlake FPD as part of the reorganization
14 approved on April 23, 2026, made it necessary to conduct the protest proceeding, and that staff
15 was considering an outright dissolution of the District without a protest process. The
16 Commission directed Yolo LAFCO staff to return at the next meeting with alternate legal options
17 for the reorganization of the District if the reorganization approved on April 23, 2026, received
18 sufficient protests to overturn the reorganization.

19 25. Prior to the next meeting after May 28, 2026, Yolo LAFCO received written
20 protests by registered voters within the District boundaries resulting in a seventy-two percent
21 (72%) majority protest against the reorganization of the District approved by Yolo LAFCO.

22 26. The next regularly scheduled meeting of Yolo LAFCO on June 25, 2026, was
23 cancelled with directions for staff to schedule a special meeting on June 30, 2026.

24 27. At the June 30, 2026, meeting Yolo LAFCO considered two options presented by
25 staff, either to (a) order the immediate dissolution of the District and designate the County as the
26 successor agency under the provisions of Government Code section 57077.1, or (b) certify the
27 protest votes and terminate the reorganization proceedings approved at the April 23, 2026,
28 meeting and direct staff to analyze alternative reorganization proposals as part of an upcoming

1 municipal services review in 2026. Staff recommended that the Commission select the first
2 option of outright dissolution of the District.

3 28. At the June 30, 2026, meeting of Yolo LAFCO, Plaintiff Kane appeared and spoke
4 in opposition to the proposed outright dissolution of the District and lodged with the Commission
5 a written request for reconsideration, which was accepted by the Commission as a statement of
6 opposition to the dissolution. A true and correct copy of the request for reconsideration submitted
7 by Plaintiff Kane to the Commission is attached hereto as **Exhibit D** and incorporated herein.

8 29. On June 30, 2026, Yolo LAFCO approved and adopted Resolution 2026-05,
9 ordering the dissolution of the District without an election or protest proceedings pursuant to
10 Government Code section 57077.1(c)(1), designating the County as the successor agency,
11 effective July 1, 2026. A true and correct copy of Resolution 2026-05 is attached hereto as
12 **Exhibit E** and incorporated herein.

13 30. Yolo LAFCO has not brought a validation action under Code of Civil Procedure
14 section 860 with respect to Resolution 2026-05.

15 31. Code of Civil Procedure section 863 authorizes any interested person to bring an
16 action, if no proceedings have been brought by the public agency pursuant to Chapter 9 of Title
17 10 of Part 2, within the time and in the court specified by section 860, to determine the validity of
18 the matter.

19 32. Plaintiffs seek a judicial determination that Resolution 2026-05 is invalid and void
20 for failure to comply with mandatory provisions of the Cortese-Knox-Hertzberg Local
21 Government Reorganization Act of 2000 (Government Code section 56000 et seq.)
22 ("Reorganization Act") and related requirements, for lack of substantial evidence, for prejudicial
23 abuse of discretion, for action in excess of jurisdiction, and for other legal deficiencies, and for
24 injunctive relief preventing implementation of the invalid Resolution 2026-05.

25
26 **CAUSE OF ACTION**
REVERSE VALIDATION (Code Civ. Proc., §§ 860–863)

27 33. Plaintiffs reallege and incorporate by reference paragraphs 1 through 32 as though
28

1 fully set forth herein.

2 34. Judicial review of LAFCO determinations is limited by Government Code section
3 56107 to whether there was fraud or a prejudicial abuse of discretion, and prejudicial abuse of
4 discretion is established if the determination is not supported by substantial evidence in light of
5 the whole record.

6 35. The Resolution is invalid because it was adopted without compliance with
7 mandatory procedural requirements under the Reorganization Act, lacked substantial evidence,
8 failed to include or support required determinations, failed to consider mandatory factors,
9 inadequately designated or conditioned the successor agency or the disposition of assets and
10 liabilities, and/or was adopted without adequate environmental review, among other legal
11 deficiencies.

12 36. Yolo LAFCO acted without jurisdiction, in excess of jurisdiction, arbitrarily and
13 capriciously, and without compliance with mandatory procedures under relevant provisions of the
14 Reorganization Act in adopting Resolution 2026-05 on grounds including but not limited to the
15 following:

16 a. Yolo LAFCO failed to perform its mandatory duty under the provisions of
17 Government Code section 57078 to terminate the proposed change of organization or
18 reorganization upon receipt of the majority protest in the protest proceedings required for the
19 dissolution and annexation of District territory into the Springlake FPD approved by Yolo
20 LAFCO on April 23, 2026. The only approved change of organization or reorganization validly
21 before the Yolo LAFCO after the April 23, 2026, meeting was the proposed dissolution and
22 annexation of District territory into Springlake FPD. That reorganization required the protest
23 proceedings completed by Yolo LAFCO in mid-June 2026, resulting in the majority 72% protest
24 by residents of the District. Upon the majority protest, Yolo LAFCO was legally required to
25 terminate the reorganization. That action was the second option presented by staff to the
26 Commission on June 30, 2026, the subject of proposed Resolution 2026-04, which was not
27 adopted by the Commission. If Yolo LAFCO had complied with its mandatory duty to terminate
28 the reorganization before the Commission on June 30, Yolo LAFCO would thereafter be required

1 to start a new proposed change of organization or reorganization, subject to all the required steps
2 starting with either an application by the District or by another entity or individual, including
3 Yolo LAFCO or the County.

4 b. There was no legally valid application before Yolo LAFCO on June 30, 2026, for
5 the bare dissolution of the District, and Yolo LAFCO was therefore prohibited from adopting
6 Resolution 2026-05 dissolving the District under relevant provisions of the Reorganization Act.
7 The original application submitted by the District on September 23, 2024, as authorized by the
8 District Resolution, was for dissolution of the District and annexation into another entity's
9 jurisdiction as recommended by the 2022 MSR. The Application prepared by Ms. Crawford,
10 signed by Plaintiff Kane, and submitted to Yolo LAFCO on September 23, 2024, was only
11 partially completed under the apparent expectation by Yolo LAFCO that it would exercise its
12 authority to amend the Application in order to designate the entity into which the District territory
13 would be annexed and in order to develop a Plan for Services for the former territory of the
14 District after dissolution and annexation. Thus, the Application was purposefully drafted by Ms.
15 Crawford to facilitate the amendment by Yolo LAFCO to the reorganization adopted by Yolo
16 LAFCO on April 23, 2026, dissolving the District and annexing its territory into Springlake FPD.
17 After amendment of the original Application in this manner, the original form of the Application
18 submitted by the District in September 2024 no longer existed in fact or legal effect. Under the
19 provisions of Government Code section 57000(b), upon approval of the amended application for
20 dissolution of the District and annexation of its territory into the Springlake FPD, Yolo LAFCO
21 was required to conduct and complete the proceedings for that reorganization – Yolo LAFCO
22 literally was not legally authorized to “change horses midstream” after it commenced the
23 reorganization proceedings before it.

24 c. Even assuming Yolo LAFCO could somehow resurrect the original Application in
25 order to impose a classic “bait and switch” on the District, discarding the reorganization that
26 should have been terminated after majority protest in favor of a bare dissolution at the pleasure of
27 Yolo LAFCO, the original Application was legally defective for that purpose. The original
28 Application failed to designate all of the information required by Government Code section

1 56653, including but not limited to the Plan for Services for the territory of the District and
2 information with respect to how those services would be financed. The only Plan for Services,
3 tax exchange agreement, and agreements for fire services with the cities of West Sacramento and
4 Woodland in effect on June 30, 2026, were the documents developed by Yolo LAFCO in support
5 of the reorganization of the District by dissolution and annexation into Springlake FPD.
6 Moreover, Yolo LAFCO failed to issue the mandatory Certificate of Filing with respect to the
7 original Application under the provisions of Government Code section 56658 and only issued the
8 Certificate of Filing in March 2026 pertaining to the amended application.

9 d. Government Code section 57077.1(c)(1) relied upon by Yolo LAFCO for the bare
10 dissolution of the District did not legally authorize the adoption of Resolution 2026-05. As
11 previously outlined, the change of organization of a bare dissolution of the District was not
12 legally before the Yolo LAFCO on June 30, 2026. Even if it were, the application of section
13 57077.1(c)(1) to a dissolution of the District was not legally authorized. Among other potential
14 grounds, the bare dissolution of the District is not “consistent with a prior action of the
15 commission pursuant to Section ... 56430 [adoption of a municipal service review]” because the
16 2022 MSR recommended the reorganization of the District by dissolution and annexation into
17 Springlake FPD, not the change of organization consisting solely of the dissolution. Moreover,
18 the plain meaning of section 57077.1(c)(1) stipulates that if the bare dissolution of the District
19 were consistent with the 2022 MSR, Yolo LAFCO would have the option to “immediately
20 approve and order the dissolution without an election or protest proceedings” if the bare
21 dissolution were initiated by the District. Even assuming the existence of the predicates for the
22 potential action by the Commission action on June 30, 2026, such action was by no means
23 “immediate” after the original Application on September 23, 2024. The adoption of Resolution
24 2026-05 violates the plain meaning and intent of section 57077.1(c)(1).

25 37. Plaintiffs have no plain, speedy, or adequate remedy at law, and absent relief, they
26 and the public will suffer immediate and irreparable injury .

27 //

28 //

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that judgment be entered in their favor and against Defendants as follows:

1. Declaring that Resolution No. 2026-05, adopted by Yolo LAFCO on June 30, 2026, purporting to approve, order, or authorize the dissolution of the Elkhorn Fire Protection District, is invalid and void.
2. Permanently enjoining Yolo LAFCO, its officers, agents, employees, and all persons acting in concert with it, from implementing, enforcing, or taking any action pursuant to the invalid Resolution.
3. Permanently enjoining Yolo LAFCO from dissolving the Elkhorn Fire Protection District pursuant to the invalid Resolution.
4. Ordering that the Elkhorn Fire Protection District shall continue to exist and operate as a validly organized fire protection district unless and until dissolution is lawfully effected.
5. Awarding Plaintiffs their costs of suit and attorneys' fees to the extent authorized by law.
6. Ordering that jurisdiction of all interested parties be obtained by publication of summons pursuant to Code of Civil Procedure section 861 and Government Code section 6063, and by such other notice as the Court may order.
7. Granting such other and further relief as the Court deems just and proper.

Dated: August 27, 2026.

BARTH DALY LLP

By 

THOMAS W. BARTH
Attorneys for Plaintiffs THOMAS KANE and
RICHARD YEUNG

BARTH DALY LLP
ATTORNEYS AT LAW

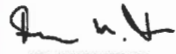
VERIFICATION

We, the undersigned, say:

We are the Plaintiffs in the above-entitled action. We have read the foregoing Complaint and know the contents thereof; that the same is true of our own knowledge except as to the matters which are therein stated on our information or beliefs and as to those matters that we believe them to be true.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: August 27, 2026.

DocuSigned by:

87110325D2E8434
THOMAS KANE

Dated: August 27, 2026.

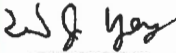
Signed by:

41024D3006B5403...
RICHARD YEUNG

EXHIBIT "A"

**RESOLUTION OF APPLICATION
OF THE ELKHORN FIRE PROTECTION DISTRICT
INITIATING LAFCO PROCEEDINGS FOR
DISSOLUTION OF THE ELKHORN FIRE PROTECTION DISTRICT**

WHEREAS, on July 28, 2022, the Local Agency Formation Commission of Yolo County (LAFCo) adopted the Final Municipal Service Review and Sphere of Influence Update for the Fire Protection Agencies (Fire Protection MSR/SOI), including the Elkhorn Fire Protection District (EFPD); and

WHEREAS, the Fire Protection MSR/SOI found that changed conditions since EFPD's formation in 1965, including significant development outside of the EFPD territory and high-volume traffic from Interstate 5, have led to increased service demands that are disproportionate to the EFPD's limited revenue base and response capacity; and

WHEREAS, the Fire Protection MSR/SOI recommended that the EFPD be dissolved and its territory be annexed into the Springlake Fire Protection District and County Service Area 9; and

WHEREAS, in accordance with Government Code §56654, the EFPD may request a change of organization to initiate dissolution; and

WHEREAS, dissolution of the EFPD is consistent with the findings and recommendations of the Fire Protection MSR/SOI, as adopted by LAFCo on July 28, 2022.

NOW, THEREFORE, the Elkhorn Fire Protection District does hereby resolve and order as follows:

1. This Resolution of Application Initiating LAFCo Proceedings is hereby adopted and approved, and it is requested that LAFCo order the dissolution pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the Government Code.
2. EFPD will coordinate with LAFCo on the preparation and submittal of all required application materials to dissolve the EFPD, including a Plan for Services in accordance with section 56653 of the Government Code.

PASSED AND ADOPTED by the Board of Directors of the Elkhorn Fire Protection District this 21st Day of August, 2024.

AYES: 5

NOES: 0

ABSTENTIONS: 0

ABSENT: 0



THOMAS KANE, CHAIR

EXHIBIT “B”

YOLO
LOCAL
AGENCY
FORMATION
COMMISSION

625 Court Street, Suite 107
Woodland CA 95695

(530) 666-8048
lafco@yolocounty.org

www.yololafco.org

RECEIVED

SEP 26 2024

YOLO LAFCO



PROPOSAL APPLICATION

Includes: Changes of Organization/Reorganization (Incorporation, Formation, Annexation, Detachment, Dissolution, or Consolidation), Out of Agency Service Reviews, Sphere of Influence Amendment, and Expansion of District Powers

This application is designed to be used for all proposals received by the Commission. If a question is not applicable to your proposal, please note accordingly.

A) An application is hereby made for changes involving the following cities and special districts:

Action: (ex. annexation, detachment)		Agency:
Dissolve	to/from	Elkhorn FPD
	to/from	
	to/from	

B) Proposal Detail (submit separate attachment if necessary):

Dissolve the Elkhorn FPD. LAFCo will modify the application to determine successor agency(ies) and corresponding annexation.

C) This proposal includes:

- | | YES | NO |
|-------------------------------------|-------------------------------------|-------------------------------------|
| 1) 12 or more registered voters: | ☒ | ☐ |
| 2) 100% consent of property owners: | ☐ | ☒ |

Is this proposal consistent with the adopted Sphere of Influence of all affected agencies? YES ☐ NO ☒
If no, this application must include a Sphere of Influence Amendment.

D) If the proposal includes a Change of Organization/Reorganization, the following items must be submitted with this application:

Submitted 1) A **resolution of application** adopted by an affected city or special district; OR a **petition** of landowners or registered voters (*the Notice of Intent to Circulate a Petition and the Petition forms are located separately under Application Materials on the LAFCo website*).

Defer until annexation determined 2) One high-resolution PDF digital file (plus an 8.5 x 11-sized PDF version) of a map and the metes-and-bounds description of the perimeter of the territory subject to a jurisdictional change for review and

approval by LAFCo's Surveyor. Please see the Board of Equalization Requirements posted on the LAFCo website for map requirements. If there are questions regarding the "territory subject to a jurisdictional change" for the proposal, please contact LAFCo.

- NA - will be exempted per 15320
- 3) Environmental Documents:
- a) If a Negative Declaration or Environmental Impact Report (EIR) has been prepared by another agency for a project associated with this proposal, submit one copy to LAFCo with this proposal.
 - b) If no environmental document has been prepared, please complete the *Environmental Questionnaire* (posted under application materials).

- NA
- 4) City Proposals:
- If the proposal includes annexation to a city, submit one copy of the city's resolution or ordinance pre-zoning the subject territory. LAFCo cannot consider the proposal at a meeting until pre-zoning has been completed.

- NA
- 5) Existing Housing: For all city annexations that include areas that are inhabited (territory where 12 or more registered voters reside) or developed, include the number of existing housing units within the proposed city's annexation area as of the date in the resolution.

Annexing City:	NA
Detaching City/County:	NA
Total Housing Units:	NA

- Will be done as part of LAFCo process
- 6) Property Tax Revenues:
- If the proposal involves an annexation to a city and/or changes in district boundaries, negotiations for any exchange of property tax revenues *must be completed by the County and any affected city prior to LAFCo action*. For those proposals, LAFCo will notify the affected agencies after receiving your application and will provide preliminary information to begin the negotiations process.

- Please sign
- 7) Indemnification:
- LAFCo requires that applicants indemnify LAFCo from litigation costs as a condition of submitting an application. The *Indemnification Agreement* is included in this application.

- Application eligible for deposit reduction or waiver because in response to MSR recommendation (can make request for Commission approval).
- 8) Deposit:
- Fees will be charged for all Commission proceedings and actions at the Commission's actual costs (including overhead). *All Fee Schedules are located separately under Application Materials on the LAFCo website.*
- All deposit fees listed are required to be paid by the applicant upon submittal of a proposal. A proposal with multiple actions requires a deposit for each action. If a proceeding is not listed, it will be subject to an initial fee as estimated by the Executive Officer. Any additional expenses incurred by the Commission, in excess of the deposited amount, will be billed to and paid by the applicant before completion of the LAFCo proceedings, including, but not limited to, consultant costs, feasibility studies, final recordation, and filings. Billing will be based on hourly rates. If a proposal is abandoned or terminated for any reason, the deposit amount not expended prior to that termination point will be refunded to the applicant.

Fees due to the State of California, including State Board of Equalization and the Department of Fish and Wildlife CEQA filing fees, will be paid by the applicant at the appropriate time and prior to final recordation of the Certificate of Completion.

JUSTIFICATION

- F) In as much detail as possible, please explain why this proposal is necessary and/or beneficial at this time. Attach additional detail if necessary. (For example, a proposed development or existing residences might require services not currently provided or available.)

Dissolution recommended by LAFCo 2022 Municipal Services Review (LAFCo No. 21-06 adopted by Resolution No. 2022-07).

- G) Is this application proposed to carry out a development project? If so, describe the project.

No.

- H) Indicate below all discretionary approvals or permits from a city, the County, or another agency that will be needed to complete the project. If already approved, please indicate the date of approval, and attached the adopted conditions of approval.

	Project File Number	Date of Approval
City or County Plan Amendment	NA	
Pre-zoning (City)/rezoning	NA	
Tentative Subdivision Map	NA	
Minor Land Division	NA	
Other	NA	

SITE DESCRIPTION

- I) Describe the general location and physical features of the territory included in this proposal. Refer to major roads, watercourses, and topographical features.

Agricultural operations along Old River Road and associated rural residences.

J) How many acres (or square miles) of territory are included in the proposal?
30,703 acres

K) How many people live in the subject territory?
Approximately 80-90

L) How many registered voters live in the subject territory?
77

LAND USE INFORMATION

M) General Plan and Zoning:

What is the current General Plan designation? Primarily AG Agriculture

What is the current zoning? Primarily A-N Agricultural Intensive

N) Proposed Land Use:

Will the territory be developed with proposed approvals? YES ☐ NO ☒

Will there be any offsite infrastructure (i.e., outside the "territory subject to a jurisdictional change") required for the development? If so, please explain.

No.

If no development is planned at this time, is development of the area anticipated? If so, when?

No.

PLAN FOR PROVIDING SERVICES

O) List the agencies providing existing and proposed services to the territory. If not applicable or no change, please indicate accordingly.

Service Type	Existing	Proposed
Agricultural Water		No change
Cemetery Service		No change
Fire/EMS Protection	Elkhorn FPD	TBD
Flood Protection		No change
Municipal Water Service		No change
Parks and Recreation		No change

Service Type	Existing	Proposed
Police Protection		No change
Sewer Service		No change
Solid Waste and Recycling		No change
Storm Drainage		No change
Street Lighting		No change
Street Maintenance		No change
Other		

P) Water/Wastewater Service:

If water/wastewater services will be provided to the territory, please answer the following:

- 1) What is the distance for connection to the agency's system? NA
- 2) Does the agency have capacity for the anticipated service? YES ☐ NO ☐
- 3) Will the agency be prepared to furnish service immediately? YES ☐ NO ☐

Q) Service Plan: Describe any services to be extended to the affected territory, including the level and range of services and any improvements (on and off site) that will be necessary to connect and serve the anticipated development. Indicate an indication of when those services can feasibly be extended and the method of financing. (For example, assessment district, property owner, or developer fees etc.) Attach supplemental information if necessary. *Please provide will serve letter or other agency approvals.*

Fire services will be provided by service contracts between the new successor agency(ies) and the cities of West Sacramento and Woodland. Cost and method of financing to be determined prior to LAFCo approval.

SPECIAL REVENUES

- R) Does the city or special district have plans to establish any new assessment districts, service charges, or other means to pay for new or extended services to this area?

No. Anticipated that existing assessment will remain in place.

- S) Will the area assume liability for any existing bonded debt upon annexation?

YES ☐ NO ☒

If so, please indicate taxpayer cost:

NA

- T) Will the territory be subject to any new or additional taxes, benefit charges, or fees?

YES ☐ NO ☒

If so, please explain:

NA

PROPONENT INFORMATION

LAFCo will consider the person signing this application as the proponent of the proposed action(s).
Notices and other communications regarding this application will be directed to the proponent at:

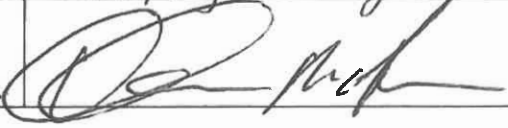
Name:	<u>Tom Kane</u>		
Address:	<u>20508 Old River Road</u>		
City:	<u>West Sacramento</u>	Zip:	<u>95691</u>
Phones:	Work:	Fax:	
	Cell: <u>(916) 716-6652</u>	Home:	
email:	<u>hertleynts@gmail.com</u>		
Signature:			

EXHIBIT “C”

AGREEMENT NO. 26 - 56

(Memorandum of Understanding Regarding Fire Services)

This Memorandum of Understanding ("MOU") is made and entered into this 24th day of March, 2026, by and between the Springlake Fire Protection District ("Springlake FPD"), County of Yolo ("County"), the City of West Sacramento ("West Sacramento"), and the City of Woodland ("Woodland") (collectively, "Parties").

WITNESSETH

WHEREAS, the Yolo Local Agency Formation Commission ("LAFCo") has initiated proceedings to reorganize Elkhorn Fire Protection District ("FPD"), which may involve the dissolution of Elkhorn FPD and the annexation into Springlake FPD of parts or all of Elkhorn FPD's territory, or other reorganization of Elkhorn and Springlake FPDs, as will be determined by LAFCo ("LAFCo Reorganization"); and

WHEREAS, West Sacramento provides fire protection, emergency response, and other services outside of the city boundaries in the territory of County Service Area No. 9 ("CSA 9") pursuant to an existing contract with the County; and

WHEREAS, Woodland provides fire protection, emergency response, and other services outside of the city boundaries in northern territory of Springlake FPD pursuant to an existing contract with the Springlake FPD; and

WHEREAS, West Sacramento and Woodland provide mutual aid service in the territory of the Elkhorn FPD; and

WHEREAS, the Parties intend to enter into the agreements contained in Exhibits A and B ("Agreements") that ensure the citizens and properties within the current territory of Elkhorn FPD receive services following any LAFCo Reorganization.

NOW, THEREFORE, the Parties agree as follows:

- A. Woodland, Springlake FPD, and County agree to execute and be bound by the agreement contained in **Exhibit A** upon the effective date of the LAFCo Reorganization.
- B. West Sacramento, Springlake FPD, and County agree to execute and be bound by the agreement contained in **Exhibit B** upon the effective date of the LAFCo Reorganization.
- C. This MOU shall terminate, and the Parties commitment to be bound by the Agreements shall extinguish, if the LAFCo Reorganization is not completed by December 31, 2026, unless extended by agreement of the Parties.

D. In the event the reorganization approved by LAFCo differs than what is described in the Agreements, the Parties shall meet and confer to adapt the Agreements as necessary prior to the effective date of the LAFCo Reorganization.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

SPRINGLAKE FPD

By Sheila A. Allen
Sheila A. Allen, Chair
Board of Directors

COUNTY OF YOLO

By Sheila A. Allen
Sheila A. Allen, Chair
Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk

By [Signature]
(Seal)

Approved as to Form:

Philip Pogledich, County Counsel

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By [Signature]
(Seal)

Approved as to Form:

Philip Pogledich, County Counsel

CITY OF WOODLAND

[insert signature block]

CITY OF WEST SACRAMENTO

[insert signature block]

**AGREEMENT BETWEEN THE SPRINGLAKE FIRE PROTECTION DISTRICT, THE
COUNTY OF YOLO, AND THE CITY OF WOODLAND FOR THE PROVISION OF
FIRE PROTECTION SERVICES**

This Agreement ("Agreement") is entered into this 24th day of March, 2026 between the Springlake Fire Protection District ("Springlake FPD"), the County of Yolo ("County"), and the City of Woodland ("City").

RECITALS

WHEREAS, the Yolo Local Agency Formation Commission ("LAFCo") has initiated proceedings to reorganize Elkhorn Fire Protection District ("FPD"), which may involve the dissolution of Elkhorn FPD annexed and the annexation of Elkhorn FPD's territory into Springlake FPD, or other reorganization of Elkhorn FPD and Springlake FPD as will be determined by LAFCo; and

WHEREAS, City provides fire protection, emergency response, and other services outside of the city boundaries in northern territory of Springlake FPD pursuant to an existing agreement with the Springlake FPD; and

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

WHEREAS, City has agreed to provide 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. Definitions

- a. "Effective Date" shall mean the effective date of the annexation of the Service Area into Springlake 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 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 responsibility for complex incidents (i.e. more than four hours, or complex incident, such as a plane crash, levee break, large explosion, or complex hazmat incident);
 - 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 described in Exhibit A.
 - d. "Davis-Woodland Contract" shall mean the "Agreement Between the Springlake Fire Protection District and the Cities of Davis and Woodland for the Provision of Fire Protection Services" dated June 30, 2024.

2. 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.

3. Compensation

- a. For the Services provided pursuant to this Agreement, Springlake FPD shall pay City the following:
 - a. The portion of real property taxes that Springlake FPD annually receives for real property in the Service Area following the Effective Date;
 - b. Existing fire suppression assessments that Springlake annually receives from real property located in the Service Area following the Effective Date.
- b. Payment of the property taxes and existing fire suppression assessments shall be made at the same time as property taxes and/or fire suppression assessments are paid to other fire protection districts in Yolo County which is generally in December, April, and August.
- c. In addition to the compensation provided in subsection (b), above, City shall be paid \$212,576 per fiscal year commencing July 1, 2026 ("Additional

Contribution”). The Additional Contribution may be made, in the discretion of the Springlake FPD Board, from any accrued reserves of the Elkhorn FPD that are transferred to Springlake FPD, proceeds from the sale of any Elkhorn FPD assets remaining after the payments described in Section 4(c), or any new assessments or fees collected in the Elkhorn area. Any remaining Additional Contribution shall be paid by County. The first Additional Contribution shall be due within 30 days of the Effective Date. The Additional Contribution for each successive year shall be paid by July 31. For the fiscal year commencing July 1, 2027 and each fiscal year thereafter, the Compensations shall be adjusted for inflation based on the Consumer Price Index for All Urban Consumers (CPI-U): San Francisco-Oakland-Hayward, CA, as published by the Bureau of Labor Statistics of the U.S. Department of Labor for the preceding calendar year. For the purpose of calculating Compensation adjustments for future years, the initial annual service cost of \$293,129 shall be adjusted by CPI and the Additional Contribution calculated net of property taxes and assessment.

4. 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. City shall be allowed to retain the \$12,000/year compensation due to City for the administrative services as provided in the Davis-Woodland Contract. City’s retention of such compensation shall reduce County’s share of the Additional Contribution by an equivalent amount.
- 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. Springlake FPD shall use reasonable means to liquidate the assets transferred from Elkhorn FPD to Springlake FPD. A minimum of \$100,000 and 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 Springlake FPD and City. The City shall provide a list of necessary training and equipment and shall make a reasonable substantiation that such training and equipment has an appropriate nexus to the services provided in the Service Area.

5. Fees for Service

- a. City shall utilize its schedule of fees to charge for operational/life safety permits and/or inspections, associated with businesses located within Springlake FPD. These fees will be charged to the business by City directly.

- b. The Springlake Board shall vote to approve any increase in fees brought forth by City.

6. 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 midnight, 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.
- c. 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.
- d. Springlake FPD and/or 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 Springlake FPD and the Yolo County 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. In the event of termination for non-payment, Springlake FPD shall remain obligated to and shall pay City for services provided up to the date of termination in the amounts specified in this Agreement.

7. Partial Year Payment

- a. In the event the Agreement is terminated at any time other than the end of the fiscal year (June 30), the Chief Financial Officer shall, within 60 days of the end of the fiscal year in which the Agreement was terminated, calculate the amount of City's compensation prorated for the portion of the fiscal year in which the Agreement was terminated ("Partial Year Charge").
- b. In calculating the Partial Year Charge, the Chief Financial Officer shall determine the number of days during the last fiscal year that City provided Services under this Agreement, divided by 365, and then multiplied by the real property taxes, fire suppression assessments, and County Contribution received by Springlake FPD for the Service Area in the last fiscal year in which City provided Services.

- c. If the total compensation received by City in the last fiscal year exceeds the Partial Year Charge, then City shall pay to the Chief Financial Officer the difference within 30 days, and the Chief Financial Officer shall allocate such payment between Springlake FPD and County. If the total compensation received by City in the last fiscal year is less than the Partial Year Charge, then the Chief Financial Officer shall pay City the difference from Springlake's next property tax allocation. No interest shall be due for any under- or over-compensation.

8. 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 Springlake FPD, County, and their 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 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, Springlake FPD shall indemnify, defend, and hold harmless City, County, and their 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 Springlake FPD, 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.

9. 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 FPD

By Sheila A. Allen
Sheila A. Allen, Chair
Board of Directors

Attest:
Julie Dachtler, Senior Deputy Clerk

By (Seal)
(Seal)

Approved as to Form:

Philip Pogledich, County Counsel

CITY OF WOODLAND

[insert signature block]

COUNTY OF YOLO

By Sheila A. Allen
Sheila A. Allen, Chair
Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By (Seal)
(Seal)

Approved as to Form:

Philip Pogledich, County Counsel

Yolo County Agreement No. 26-57

**AGREEMENT BETWEEN THE SPRINGLAKE FIRE PROTECTION DISTRICT, THE
COUNTY OF YOLO, AND THE CITY OF WEST SACRAMENTO FOR THE
PROVISION OF FIRE PROTECTION SERVICES**

This Agreement ("Agreement") is entered into this 24th day of March, 2026 between the Springlake Fire Protection District ("Springlake FPD"), the County of Yolo ("County"), and the City of West Sacramento ("City").

RECITALS

WHEREAS, the Yolo Local Agency Formation Commission ("LAFCo") has initiated proceedings to reorganize Elkhorn Fire Protection District ("FPD"), which may involve the dissolution of Elkhorn FPD annexed and the annexation of Elkhorn FPD's territory into Springlake FPD, or other reorganization of Elkhorn FPD and Springlake FPD as will be determined by LAFCo; and

WHEREAS, City provides fire protection, emergency response, and other services outside of the city boundaries in County Service Area No. 9 ("CSA No. 9") pursuant to Agreement No. 92-140; and

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

- a. "Effective Date" shall mean the effective date of the annexation of the Service Area into Springlake 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 responsibility for complex incidents (i.e. more than four hours, or complex incident, such as a plane crash, levee break, large explosion, or complex hazmat incident);
 - 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.

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

2. 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.

3. Compensation

- a. For the Services provided pursuant to this Agreement, Springlake FPD and County shall pay City the following:
 - a. The portion of real property taxes that Springlake FPD and County annually receives for real property in the Service Area following the Effective Date;
 - b. Existing fire suppression assessments that Springlake FPD and County annually receives from real property located in the Service Area following the Effective Date. For purposes of this Agreement, "existing fire suppression assessments" shall include any assessments that are applied to the Service Area by LAFCo as a result of any annexation of the Service Area into Springlake FPD.
- b. Payment of the property taxes and existing fire suppression assessments shall be made at the same time as property taxes and/or fire suppression assessments are paid to other fire protection districts in Yolo County.

- c. In addition to the compensation provided in subsection (b), above, City shall be paid \$32,300 per fiscal year commencing July 1, 2026 ("Additional Contribution"). The Additional Contribution may be made, in the discretion of the Springlake FPD Board, from any accrued reserves of the Elkhorn FPD that are transferred to Springlake FPD or any new assessments or fees collected in the Elkhorn area. Any remaining Additional Contribution shall be paid by County. The first Additional Contribution shall be due within 30 days of the Effective Date. Each successive year shall be paid by July 31. For the fiscal year commencing July 1, 2027 and each fiscal year thereafter, the Additional Contribution shall be adjusted for inflation based on the Consumer Price Index for All Urban Consumers (CPI-U): San Francisco-Oakland-Hayward, CA, as published by the Bureau of Labor Statistics of the U.S. Department of Labor for the preceding calendar year.

4. Fees for Service

- a. City shall utilize its schedule of fees to charge for operational/life safety permits and/or inspections, associated with businesses located within Springlake FPD. These fees will be charged to the business by City directly.
- b. The Springlake FPD Board shall vote to approve any increase in fees brought forth by City.

5. 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 midnight, 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.
- c. 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.
- d. Springlake FPD and/or 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 Springlake FPD and the Yolo County 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. In the event of termination for non-payment, Springlake FPD shall remain obligated to and shall pay City for services provided up to the date of termination in the amounts specified in this Agreement.

6. Partial Year Payment

- a. In the event the Agreement is terminated at any time other than the end of the fiscal year (June 30), the Chief Financial Officer shall, within 60 days of the end of the fiscal year in which the Agreement was terminated, calculate the amount of City's compensation prorated for the portion of the fiscal year in which the Agreement was terminated ("Partial Year Charge").
- b. In calculating the Partial Year Charge, the Chief Financial Officer shall determine the number of days during the last fiscal year that City provided Services under this Agreement, divided by 365, and then multiplied by the real property taxes, fire suppression assessments, and County Contribution received by Springlake FPD for the Service Area in the last fiscal year in which City provided Services.
- c. If the total compensation received by City in the last fiscal year exceeds the Partial Year Charge, then City shall pay to the Chief Financial Officer the difference within 30 days, and the Chief Financial Officer shall allocate such payment between Springlake FPD and County. If the total compensation received by City in the last fiscal year is less than the Partial Year Charge, then the Chief Financial Officer shall pay City the difference from Springlake's next property tax allocation. No interest shall be due for any under- or over-compensation.

7. 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 Springlake FPD, County, and their 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 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, Springlake FPD shall indemnify, defend, and hold harmless City, County, and their 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 Springlake FPD, 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.

8. 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.

//

//

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

SPRINGLAKE FPD

By Sheila A. Allen
Sheila A. Allen, Chair
Board of Directors

COUNTY OF YOLO

By Sheila A. Allen
Sheila A. Allen, Chair
Board of Supervisors

Attest:

Julie Dachtler, Senior Deputy Clerk

By (Seal)
(Seal)

Approved as to Form:

Philip Pogledich, County Counsel

Attest:

Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By (Seal)
(Seal)

Approved as to Form:

Philip Pogledich, County Counsel

CITY OF WEST SACRAMENTO

[insert signature block]

EXHIBIT “D”

Fw: EFD

From Thomas W. Barth <tbarth@barth-daly.com>

Date Thu 8/27/2026 12:17 PM

To Thomas W. Barth <tbarth@barth-daly.com>

Yolo Local Agency Formation Commission (LAFCo)

[625 Court Street, Suite 203](#)

[Woodland, CA 95695](#)

Subject: Request for Reconsideration Under Government Code Section 56895-Proposed Dissolution of the Elkhorn Fire Protection District (LAFCo No. 24-02)

To the Yolo Local Agency Formation Commission:

I am submitting this formal Request for Reconsideration under Government Code Section 56895 regarding the proposed dissolution of the Elkhorn Fire Protection District (EFPD) and related actions described in LAFCo Resolutions 2026-04 and 2026-05.

This request is based on new information, procedural concerns, and substantial public opposition that were not adequately considered prior to the district board's vote or LAFCo's current action.

1. The Elkhorn community overwhelmingly opposed dissolution. The protest vote conducted by the Elkhorn Fire Protection District resulted in 72 percent opposition to dissolution. This is a clear and decisive expression of community intent. The district board's subsequent vote to dissolve the district contradicts the will of the residents, who are the primary stakeholders and beneficiaries of fire protection services. This conflict between board action and public vote warrants reconsideration.

2. The district board's action raises procedural concerns. The board's vote to dissolve the district appears to have been conducted without adequate public notice, without proper representation of community interests, and in direct conflict with the results of the protest vote. These circumstances raise questions about whether the board's action meets the standards of public interest,

transparency, and procedural fairness required under the Cortese-Knox-Hertzberg local Government Reorganization Act.

3. The CEQA exemption determination is inappropriate. Resolution 2026-05 asserts that dissolution is exempt from CEQA under Sections 1506(b)(3) and 15320. However, dissolving a fire protection district has direct impacts on emergency response, fire risk, and public safety, all of which are environmental considerations under CEQA. Because dissolution may increase response times, reduce local fire suppression capacity, alter emergency service coverage, and effect wildfire vulnerability, the exemption does not apply. A CEQA review is warranted.

4. Dissolution may negatively impact public safety. Elkhorn Fire Protection District has served the community since 1964 and provides essential emergency response in a rural area with unique geographic and agricultural risks. Dissolution may reduce service reliability, increase response times, eliminate local volunteer capacity, and create gaps in coverage not adequately addressed by Springlake Fire Protection District. These impacts must be fully evaluated before any dissolution proceeds.

5. Request for reconsideration. Under Government Code Section 56895, I respectfully request that LAFCo reconsider the proposed dissolution of the Elkhorn Fire Protection District, review the protest vote results as a substantial change in circumstance, evaluate procedural concerns regarding the district board's vote, require CEQA analysis rather than exemption, and delay any final action until these issues are fully addressed.

The residents of Elkhorn have clearly expressed their desire to retain their fire district. Dissolution at this time would be contrary to public interest and my jeopardize public safety.

Thank you for your attention to this urgent matter.

Respectfully,

Thomas M. Kane Resident

EXHIBIT “E”

**YOLO LOCAL AGENCY FORMATION COMMISSION
RESOLUTION № 2026-05**

Ordering the dissolution of the Elkhorn Fire Protection District without an election or protest proceedings pursuant to Government Code Section 57077.1(c)(1) and designating the County of Yolo as the successor agency, effective July 1, 2026, subject to terms and conditions (LAFCo № 24-02)

WHEREAS, rural fire protection districts across California are operating under mounting structural disadvantages, with the statewide evidence showing heavy dependence on a declining number of volunteer firefighters alongside widespread and accelerating declines in available funding; and

WHEREAS, on July 28, 2022, the Yolo Local Agency Formation Commission (LAFCo) adopted a Municipal Service Review (MSR) for the Fire Protection Agencies which, among other things, recommended the Elkhorn Fire Protection District (Elkhorn FPD or District) be dissolved; and

WHEREAS, on December 6, 2022, the Yolo County Board of Supervisors adopted Resolution No. 22-167 initiating proceedings with LAFCo to dissolve the Elkhorn FPD; and

WHEREAS, on August 21, 2024, the Elkhorn FPD Board unanimously adopted a resolution requesting LAFCo order the dissolution of the District, citing increased service demands, including demand on roadways that travel through the District serving the region rather than its residents alone, that are disproportionate to the Elkhorn FPD's limited revenue base and response capacity; and

WHEREAS, on September 26, 2024, Yolo LAFCo approved an application deposit/fee waiver for the Elkhorn FPD since the application was in response to the 2022 MSR for fire protection agencies, and the Elkhorn FPD Chair subsequently submitted the application; and

WHEREAS, Government Code Section 57077.1(c)(1) authorizes LAFCo to order the dissolution without protest proceedings or an election when dissolution is consistent with a prior LAFCO MSR and initiated by the district board; and

WHEREAS, LAFCo developed a Plan for Services and coordinated the development of agreements that would have the Cities of West Sacramento and Woodland provide services in the Elkhorn FPD territory following dissolution; and

WHEREAS, following study sessions on October 31, 2024, and January 29, 2026, Yolo LAFCo modified the application into a reorganization plan to provide continued services to the territory via annexation to other districts; and

WHEREAS, the modification to the application to include an annexation triggered the requirement for LAFCo to conduct protest proceedings; and

WHEREAS, in March 2026 following months of negotiations, an MOU to sign service contracts was agreed upon by the Cities of West Sacramento and Woodland and the County of Yolo; and

WHEREAS, a Certificate of Filing was issued on March 25, 2026, indicating the reorganization would be scheduled for April 23, 2026; and

WHEREAS, on April 23, 2026, the Commission adopted Resolution 2026-01 approving the Elkhorn Fire Protection District (FPD) and County Service Area 9 (CSA 9) Reorganization into the Springlake FPD and directed the Executive Officer to set the conducting authority protest proceeding on the reorganization; and

WHEREAS, during the protest proceedings, LAFCo received sufficient voter protest to reject the Reorganization; and

WHEREAS, due to the rejection of LAFCo's modified Reorganization that included the annexation component, LAFCo elects to act upon the original application submitted by the Elkhorn FPD requesting dissolution, as the documented public safety concerns for District residents and users of roadways which traverse the District are sufficiently significant to necessitate LAFCo taking all available actions within its authority; and

WHEREAS, the dissolution of Elkhorn FPD can proceed without annexing the territory into the Springlake FPD because the County has jurisdiction in the unincorporated areas and the County's existing MOUs with the Cities of West Sacramento and Woodland can be implemented consistent with the Plan for Services; and

WHEREAS, LAFCo is scheduled to undertake another Fire Protection and Emergency Response Services MSR in the next fiscal year, as outlined in its adopted work plan, and will be able to evaluate alternative reorganization options to ensure effective, efficient services for residents of the District.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that subject to the findings below, the Yolo Local Agency Formation Commission hereby:

- Orders the dissolution of Elkhorn FPD as illustrated in Attachment A without an election or protest proceedings pursuant to Government Code Section 57077.1(c)(1) and designates the County of Yolo as the successor agency, effective July 1, 2026, subject to the terms and conditions below.
- Finds that the project is not subject to the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3), the "common sense" exemption and CEQA Guidelines Section 15320, governing changes of government organization which do not extend services to new territory, pursuant to the findings and evidence herein. A Notice of Exemption shall be filed with the County Recorder.
- Directs the Executive Officer to transmit copies of this resolution to the application proponents as provided in Government Code Section 56882.
- Directs the Executive Officer to evaluate future reorganization options with community input in the upcoming Fire Protection and Emergency Response Services MSR this next fiscal year.

Findings

1. Finding: The project does not have the potential to cause a significant effect on the environment and is therefore not subject to CEQA in accordance with CEQA Guidelines Sections 15061(b)(3) and 15320.

Evidence: The project involves dissolution of a fire protection district to improve public safety services. It results in the transfer of existing services only. The project does not involve increasing services, construction of any new physical improvements or infrastructure, or growth-inducing impacts. Therefore, dissolving the Elkhorn FPD and designating the County of Yolo as the successor agency to provide the same services in the same area does not have the potential to cause an effect on the environment.

2. Finding: The order to dissolve Elkhorn FPD and designate the County of Yolo as the successor agency is appropriate considering the purpose of LAFCo to ensure the efficient provision of government services, and such dissolution is consistent with all applicable state law and local LAFCo policies.

Evidence: The project was processed in accordance with the requirements in the Cortese-Knox-Hertzberg Act for a change of organization and dissolution proceedings. The proposed dissolution is consistent with the MSR for the Fire Protection Agencies which recommended the Elkhorn Fire Protection District (FPD) be dissolved and all applicable Yolo LAFCo policies and adopted Standards for Evaluation. The dissolution promotes public safety and accountability for emergency response needs including as to incidents on roadways which traverse the district and serve the region. Elkhorn FPD's inability to provide adequate fire protection and emergency response services is an urgent matter of public safety that is well documented in LAFCo's 2022 MSR and the accompanying staff report and is significant enough to necessitate LAFCo taking all available actions within its authority. Section 57077.1(c)(1) of the Cortese-Knox-Hertzberg Act provides for an expedited process authorizing LAFCo to order the dissolution without protest proceedings or an election when dissolution is consistent with a prior municipal services review and initiated by the District board. Dissolution of the Elkhorn FPD is consistent with the 2022 Municipal Service Review for the Fire Protection Agencies which recommended the Elkhorn FPD be dissolved. On August 21, 2024, the Elkhorn FPD Board unanimously adopted a resolution requesting LAFCo order the dissolution of the District, citing increased service demands, especially along roadways traversing the District, that are disproportionate to the Elkhorn FPD's limited revenue base and response capacity. Accordingly, the dissolution is authorized without an election or protest proceedings.

Terms and Conditions

1. The Elkhorn FPD agrees to defend, indemnify, hold harmless, and release the Yolo Local Agency Formation Commission, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought against any of them, the purpose of which to attack, set aside, void, or annul the approval of the actions or the environmental determination which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the Elkhorn FPD, arising out of or in connection with the approval of the actions, whether or not there is concurrent passive

negligence of the part of the Yolo Local Agency Formation Commission its agents, officers, attorneys, or employees.

2. The Executive Officer shall immediately record a Certificate of Completion with the County Recorder with an effective date of July 1, 2026.
3. In accordance with Government Code Sections 57451(b), 56886(m), and 56886(r), upon the effective date, LAFCo hereby designates the County of Yolo as the successor agency for Elkhorn FPD for the purpose of succeeding to all the rights, duties, and obligations of the extinguished local agency. The County of Yolo shall continue the provision of any service provided at that time or previously authorized to be provided by an official act of the local agency, and shall continue collection of all property tax, special taxes, assessments, and property-related fees authorized by the extinguished local agency. These revenues shall be separately accounted for and used only for the benefit of the former Elkhorn FPD territory.
4. Upon the effective date, the County of Yolo shall succeed and/or be assigned all rights, duties, responsibilities, properties (both real and personal), contracts, equipment, assets, liabilities, obligations, functions, executory provisions, entitlements, permits, and approvals for the dissolved Elkhorn FPD. Any Elkhorn FPD bank accounts shall be closed, and all Elkhorn FPD funds shall be deposited in the County Treasury, with supporting opening and closing inventories on bank statements provided to the Yolo County Chief Financial Officer. All property and special tax revenues attributable to the Elkhorn FPD, including delinquent special taxes and any and all other collections, shall accrue and be transferred to County of Yolo pursuant to Section 56886(i). The County of Yolo shall be vested with title to all of Elkhorn FPD's real property, infrastructure, improvements, leases, apparatus, and facilities in "as is" condition pursuant to Government Code Section 56886(h). The apparatus of Elkhorn FPD includes, but is not limited to, the following:

Apparatus	Type	Year	Function
GMC 4x4	Type 6	1989	Squad 247
HME	Type 1	2001	Engine 47
Ford F-550	Type 6	2019	Squad 47
Ford F-550	Type 6	2022	Brush 47
Mack	Water Tender (2,000 gal)	2024	Water 47

5. In accordance with Government Code Sections 56886(b) and 56886(t), the County of Yolo will assume the existing Elkhorn FPD special tax as approved by the landowners documented in Elkhorn FPD Resolution No. 2014-3 authorizing a special tax of \$2.50 per acre on the landowners within the District and authorization to implement annual increases based on the Consumer Price Index over the prior year for the San Francisco/Oakland Bay Area, All Urban Consumers. The special tax shall continue to be levied and collected by the successor agency in Elkhorn FPD's former territory, and the County of Yolo shall have full authority to impose and collect said special taxes in the same manner. The special tax revenues shall be separately accounted for and used only for the benefit of the former Elkhorn FPD territory.

6. Upon the effective date, any existing Elkhorn FPD employment contracts or volunteer stipend agreements shall be terminated pursuant to Section 56886(l).
7. The County of Yolo, as the successor agency, shall coordinate with the California State Lands Commission to either: (a) transfer the Elkhorn Fire Station to the Elkhorn Volunteer Association, Reclamation District 537, or other suitable public or community group for community and public safety purposes; or (b) otherwise ensure that the facility is made available for continued community and public safety use.

PASSED AND ADOPTED by the Local Agency Formation Commission, County of Yolo, State of California, this 30th day of June 2026, by the following vote.

AYES:

NOES:

ABSENT:

Gloria Partida, Chair
Yolo Local Agency Formation Commission

ATTEST:



Christine M. Crawford, Executive Officer
Yolo Local Agency Formation Commission

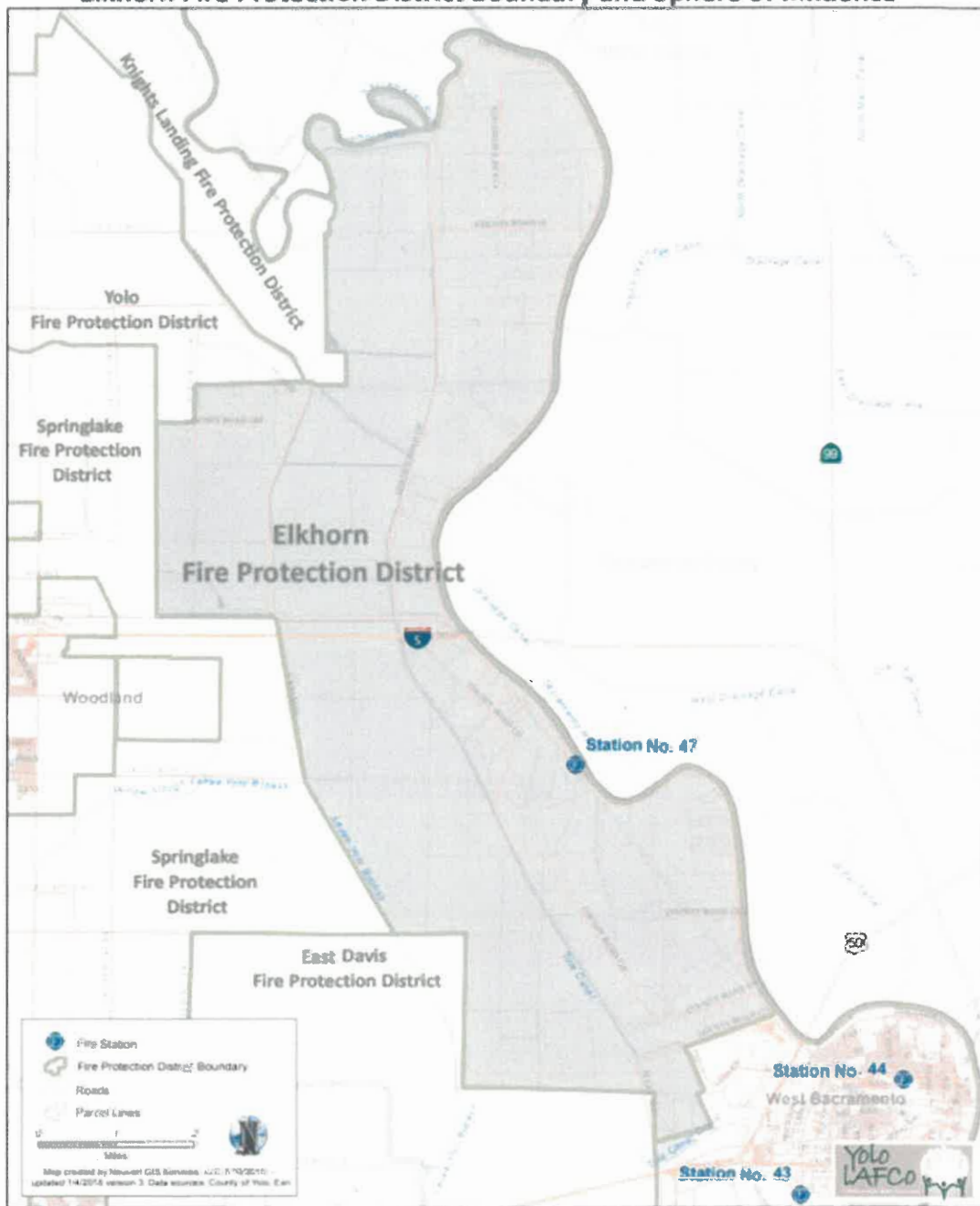
APPROVED AS TO FORM:



Eric May, Commission Counsel

Attachment A

Elkhorn Fire Protection District Boundary and Sphere of Influence*



* Note: Sphere of Influence is coterminous with boundary

Adopted by Yolo LAFCo June 23, 2016