

**AGENDA**  
**SPECIAL BOARD MEETING**  
**YECA GOVERNING BOARD**  
**Wednesday, July 6, 2022**  
**2:00 P.M. Public Session**

NOTICE OF TELECONFERRING IN COMPLIANCE WITH EXECUTIVE ORDER N-29-20

This meeting will be conducted via teleconference in accordance with Executive Order N-29-20. The meeting will be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before YECA Board of Directors. The following information can be utilized by the public who wish to attend and/or address the YECA Board of Directors and public comments can be made as set forth below:

**Join Zoom Meeting by Computer**

By PC: <https://us02web.zoom.us/j/84256097223>

Meeting ID: 842 5609 7223

Or

By Phone: (669) 900-6833

Meeting ID: 896 5024 0574

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**1. Call to Order**

**2. Approval Agenda**

**3. Public Comments**

THIS TIME IS RESERVED FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD ON ANY MATTER WHETHER OR NOT IT IS ON THE AGENDA. NO ACTION MAY BE TAKEN ON NON-AGENDA ITEMS UNLESS AUTHORIZED BY LAW. MEMBERS OF THE PUBLIC WHO WISH TO PROVIDE PUBLIC COMMENT MAY DO SO DURING THIS TIME BY VERBALLY STATING THAT THEY WISH TO MAKE A COMMENT. YOUR STATEMENT WILL BE NOTED AND YOU WILL THEN BE RECOGNIZED BY THE YECA CHAIR BOARD MEMBER. COMMENTS WILL BE LIMITED TO FIVE MINUTES PER PERSON, TWENTY MINUTES IN TOTAL.

**4. Action Items**

- a. To Approve Delegation Authority to Contract with Sutter Buttes Communications for Radio Maintenance Under Emergency Situation \*Voted Item
- b. To Approve Dispatch Services Agreement for Arbuckle Fire \*Voted Item

**5. Adjournment**

I declare under penalty of perjury that the foregoing agenda was available for public review and posted on/or before July 1, 2022 on the bulletin board outside of the Yolo County Board of Supervisors Chambers, Erwin Meier Administration Center, 625 Court St., Woodland, California and on the agency website: <http://www.yolo911.org/BoardCalendar2022.html>

  
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Dena Humphrey, Executive Director

## STAFF REPORT

**Agenda Item:** 4.a

**Date:** July 6, 2022  
**To:** YECA Governing Board  
**From:** Dena Humphrey, Executive Director  
**Subject:** Radio Maintenance Contract Summary

**Recommendation:** To Approve Delegation of Signing Authority to Executive Director for Radio Maintenance Services Agreement with Sutter Buttes Communications, Inc.

**Summary:**

For the last nine years the radio infrastructure has been maintained by Delta Wireless in Sacramento. They've been responsible for providing 24/7 maintenance of the radio system. YECA was notified on July 8, 2022 that Delta was no longer going to be able to continue services in the Sacramento area and provided a 30-day notice to terminate services on July 8, 2022. After consulting with the agency's engineering firm CSI Telecommunications, Inc., Sutter Buttes Communications was identified as a good fit as a service provider given their technical expertise and location. Sutter Buttes Communications services includes regular maintenance for YECA's main radio infrastructure and available staffing for 24/7 Tech support.

Sutter Buttes Communications has four certified technicians available to provide regular repair, maintenance, and after hour tech support from their Yuba City location. All technicians employed by Sutter Buttes Communications have passed extensive background checks. They have been serving the area over the last thirty years and some of the following surrounding customers include: Yuba County Sheriff, Wheatland PD, Sutter County Sheriff, Yuba City PD, Yuba City Fire, Marysville PD, Marysville Fire, Colusa County Sheriff, and Colusa PD. Sutter Buttes Communications maintains Motorola levels of a Channel Partner and Solutions Service Elite Specialist.

If approved, the contract term would be for one year July 8, 2022 – June 30, 2023. The cost not to exceed is \$100k, and includes regular maintenance, trouble shooting, 24/7 Tech support; fixed hourly rates for radio repair, parts, and in-shop labor. Further negotiations to include fixed hourly rates for member agencies for radio/mobile repair and maintenance services.

Given the short notice on the previous contract, the proposed actions below are being requested:

- A. The agency is requesting the Board to waive the competitive process requirement for an emergency situation.
- B. The agency is requesting for the JPA Board to delegate signing authority to the Executive Director to negotiate and execute a one-year agreement for a cost not to exceed \$100k.

## STAFF REPORT

**Agenda Item:** 4.b

**Date:** July 6, 2022

**To:** YECA Governing Board

**From:** Dena Humphrey, Communications Agency Manager

**Subject:** Arbuckle Fire Service Agreement

**Recommendation:** Approve Agreement for the Continuance of Fire & Medical EMD Services for Arbuckle Fire District

YECA has been providing all medical and fire Dispatch services to the community of Arbuckle Fire District, since 1998. The 2021 Calls for Service Report reflected 464 calls provided to Arbuckle, a 9% or 39 call increase from the previous year. This agreement supersedes any previous agreement while updating only the term and call rates for service.

The contract term is from July 1, 2022 – June 30, 2027. This agreement includes a 4% increase for each year of the five-year agreement and provides approximately \$40k of revenue per year to YECA. This rate has taken into account the calls for service, cost per call per service, and prorated share of the radio system infrastructure. This agreement was approved through Yolo County Counsel.

**YECA AGREEMENT NO. 22- \_\_\_\_**

**AGREEMENT BETWEEN THE YOLO EMERGENCY COMMUNICATIONS AGENCY AND THE ARBUCKLE-COLLEGE CITY FIRE PROTECTION DISTRICT FOR THE PROVISION OF DISPATCH SERVICES TO THE ARBUCKLE-COLLEGE CITY FIRE PROTECTION DISTRICT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Yolo Emergency Communications Agency (YECA), a joint powers authority, and the Arbutckle-College City Fire Protection District (hereinafter USER), a fire protection district located in Colusa County, and duly organized under the laws of the State of California.

Recitals

WHEREAS, YECA was formed in 1988 to provide 24-hour public safety dispatch services for police, fire, emergency medical, public works and other governmental functions; and

WHEREAS, the USER seeks to have YECA provide 24-hour safety dispatch services;

NOW, THEREFORE, YECA and the USER, hereto agree as follows:

Terms

1. YECA shall provide 24-hour safety dispatch services to the Arbutckle-College City Fire Protection District as set forth in Exhibit A, attached hereto and incorporated herein by this reference.
2. For the dispatch services provided by YECA pursuant to this Agreement, the USER shall compensate YECA as set forth in Exhibit A.
3. The term of this Agreement shall be effective July 1, 2022, and unless terminated in accordance with its provisions, shall remain in effect until June 30, 2027.
4. Either party may terminate this Agreement for failure to fully comply with the provisions of the Agreement by giving the other party written notice of a claim of such failure and giving the other party no less than 20 business days to cure the failure or to contest the claim of failure. Any disagreement as to whether there is a failure to fully comply shall first be discussed by the Executive Director of YECA and the Arbutckle-College City Fire Protection District Chief within 15 business days of notice of the disagreement. If the YECA Executive Director and the Arbutckle-College City Fire Protection District Chief are unable to resolve the disagreement, then the YECA Governing Board and the USER's Board shall each appoint two members to meet within 30 business days in a further attempt to resolve the disagreement. If the disagreement remains unresolved, then the term of this Agreement shall end 60 calendar days from the date of the meeting between the respective members of the YECA Governing Board and the USER's Board.

5. The USER shall indemnify, defend and hold harmless YECA, its officers, agents and employees (and those of its constituent member agencies) from and against any and all claims, demands, losses, damages, liabilities, costs and expenses of whatever nature, including court costs and counsel fees, accruing or resulting to any person, firm or corporation, who may be injured by any negligent act or omission of the USER.
6. YECA shall indemnify, defend and hold harmless the USER, its officers, agents and employees from and against any and all claims, demands, losses, damages, liabilities, costs and expenses of whatever nature, including court costs and counsel fees, accruing or resulting to any person, firm or corporation, who may be injured by any negligent act or omission of YECA.
7. Neither party shall have the right to assign the performance of the obligations of this Agreement. Any attempt at assignment by one party shall be grounds for immediate termination of this Agreement by the other party.
8. Any litigation between the parties hereto shall be filed in the Yolo Superior Court. The USER consents hereby to the jurisdiction of the Yolo Superior Court for the purpose of enforcing the terms of this Agreement. This waiver applies to permit YECA to seek judicial relief against the USER in the Yolo Superior Court with respect to any dispute rising out of the Agreement or to enforce any court order or judgment against the USER and in favor of YECA within the limitations set forth in this paragraph. Without in any way limiting the generality of the foregoing, the USER expressly authorizes any governmental authorities who have the right and duty under applicable law to take any action authorized or ordered by any court, and to take such action or otherwise give effect to any judgment entered.
9. Any notices required hereunder shall be in writing and shall be delivered in person or sent by first class United States Mail, postage prepaid, and addressed as follows:

For YECA:           Yolo Emergency Communications Agency  
                          P.O Box 8508  
                          Woodland, CA 95776

For the USER:   Arbuckle-College City Fire Protection District  
                          P.O. Box 727  
                          Arbuckle, CA 95912

10. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. This writing (including any provisions incorporated herein by reference) constitutes the parties entire agreement. No understanding or agreements not incorporated herein, whether prior or contemporaneous, oral or written, shall be binding on any of the parties hereto.
11. This Agreement constitutes the entire agreement between YECA and the USER and supersedes all prior negotiations, representations, or other agreements between the same parties. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the parties in equal parts so that no presumption or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, by their authorized representatives, the parties hereto have executed this Agreement on the day and year set forth above.

Yolo Emergency Communications Agency

Arbuckle-College City Fire Protection  
District

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Steve Binns, Chair Governing Board

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Casey Cox, Chief

**EXHIBIT A**

SERVICE AND COST PLAN:

YECA will provide 9-1-1 and non-emergency call answering services for the purpose of call notification to the USER regarding fire, medical, rescue, and hazardous materials incidents. All calls for service should be routed through YECA for the purposes of appropriate service delivery and accurate record keeping.

Whereas, YECA assesses *fire contract agencies* an annual fee, subject to the following:

1. Yearly calls for service;
2. Cost per call for service;
3. A prorated share of radio system infrastructure improvements incurred during the Agreement term; and

Whereas, based on those factors, the USER’s dispatch services contract fee for FY 2022-2023, would total \$39,018;

The annual fee for the remaining contract years will be calculated with an increase of 4% over the prior fiscal year amount (see table). By the end of the contract, the USER will be paying the full amount as determined by the current *contract agency fee formula*.

<b>Fiscal Year</b>	<b>Amount</b>	<b>Annual Increase 4%</b>
2022-2023	\$39,018	—
2023-2024	\$40,578	\$1,560
2024-2025	\$42,202	\$1,624
2025-2026	\$43,890	\$1,688
2026-2027	\$45,645	\$1,755

The annual fee for each fiscal year will be billed in four equal installments in September, December, March, and June. Payment is due within 30 days of each billing. If preferred, the USER can pay the annual fee in full by October 15<sup>th</sup> of the applicable fiscal year.