

**SECOND AMENDMENT AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE PURPOSE OF CONTINUING A REGIONAL EMERGENCY MEDICAL SERVICES AGENCY AND PROVIDING FOR THE CONTINUED IMPLEMENTATION, OPERATION AND MANAGEMENT OF AN EMERGENCY MEDICAL SERVICES SYSTEM IN THE COUNTIES OF BUTTE, COLUSA, NEVADA, PLACER, SHASTA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA, STATE OF CALIFORNIA**

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THIS AGREEMENT, dated for convenience, the First day of February, 2011, by and between the Counties of Butte, Colusa, Nevada, Placer, Shasta, Siskiyou, Sutter, Tehama, Yolo, and Yuba, each a political subdivision of the State of California (herein, collectively referred to as “Member Counties” or individually as “Member County”).

**RECITALS**

WHEREAS, under the provisions of the Government Code, State of California (Section 6500, et seq.), the parties hereto may jointly exercise powers common to all; and

WHEREAS, there now exists within the area of jurisdiction of the parties hereto, an urgent and demonstrated need for the continuation of a Regional EMS Agency and an Emergency Medical Services (EMS) program in order to continue and improve Emergency Medical Services and to jointly undertake necessary solutions; and

WHEREAS, the parties hereto desire to delineate Local EMS Agency responsibilities in accordance with the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (Section 1797, et seq. of the California Health and Safety Code) hereinafter called the “Act,” and participate in Joint Powers Agency hereafter established.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto agree as follows:

## **ARTICLE I**

### **PURPOSE AND CREATION**

The purpose of this Agreement is to provide unified planning and coordination of a Regional Emergency Medical Services System by and through a Joint Powers Agency and for that agency to perform the duties and responsibilities of local EMS agency for the Member Counties in their ongoing operation and management of county emergency medical services systems.

There is hereby created pursuant to the Joint Exercise of Powers Act an agency to be known as the Sierra-Sacramento Valley Emergency Medical Services Agency, herein referred to as “Agency.” For the purpose specified in this Agreement, the Agency shall be an entity separate from the parties to this Agreement.

## **ARTICLE II**

### **TERM**

- A. This Agreement shall become effective as of the date upon which all member counties have approved it and shall continue in full force and effect until terminated by mutual agreement of the parties hereto. In the event that a county or counties withdraw from the Agency (“Withdrawing County”), as per the term and conditions set forth in ARTICLE VI of this Agreement; and, if the remaining Member Counties desire to continue the Agency, the Withdrawing County (or counties) shall be removed from the Agreement, and it shall not be necessary to cause a new agreement to be executed by the remaining counties.

- B. If all Member Counties agree to terminate this Agreement, any money or assets, except funded equipment in possession of the Agency for use under this Agreement, after payment of all liabilities, costs, expenses and charges incurred under this Agreement, shall be returned to the counties in proportion to their contributions determined as of the time of termination. All funded equipment shall be disposed of in a manner prescribed by the appropriate grantor Agency.

### **ARTICLE III**

#### **FUNDING**

A. Member County Contributions

As Member Counties, we acknowledge the need for stabilization of funding in order for the Agency to perform required duties. Each Member County shall provide the Agency with an annual base contribution of \$10,000. In addition to the base contribution, the Member Counties agree to provide the Agency with an additional contribution of 42 cents per capita, or as determined by the Agency board by Resolution. Member county's current population figures shall be based upon figures obtained from the Demographic Research Unit, Department of Finance, State of California.

The first payment of the total county contribution shall be based on the previous year's contribution and shall be due and payable no later than August 1. The second payment of the county contribution shall be based on current county population and shall be due and payable no later than February 1.

B. State Funding

The Agency shall annually apply for regional funding from the State Emergency Medical Services Authority. This shall include, but not be limited to, State general fund grants, Federal block grants and any special project grants.

## ARTICLE IV

### GENERAL POWERS

A. Board of Directors

1. The Agency shall be governed by a Board of Directors, herein referred to as “Board,” composed of ten voting members as follows: One (1) representative of the Board of Supervisors of each Member County. Each such JPA Board member shall be selected by and serve at the pleasure of the Member County’s Board of Supervisors represented by such representative.
2. Any Supervisor of a member county’s board may serve as an alternate. Such alternate shall vote only in place of their absent representative. Each member shall have an equal vote.
3. The Agency shall have a full or part-time California licensed physician and surgeon as Medical Director, who has substantial experience in the practice of emergency medicine, to provide medical control and to assume medical accountability throughout the planning, implementation and evaluation of the EMS System. Such physician shall act as the Medical Director of the local EMS agency pursuant to the

Act for member counties and counties with whom the Agency contracts with for such services.

4. The Agency shall employ a Regional Executive Director and fix his/her salary. He/She shall serve at the pleasure of the Board of Directors. It shall be the responsibility of the Regional Executive Director to employ and discharge staff. Agency positions are established by the Board.
5. The Board of Directors of the Agency shall provide for its regular meetings. One meeting every other month shall be held. Special meetings may also be called if needed. One of the regular meetings shall be designated as the annual meeting at which time a review of the Joint Powers Agreement may take place. The annual meeting shall include the election of officers and other business as deemed necessary by the Board. The meetings shall be held in compliance with the Ralph M. Brown Act (Government Code, Section 54950 et seq.). Notice of regular meetings and the agenda shall be posted in a public location at least 72 hours in advance of said meetings.
6. The Regional Executive Director of the Agency shall cause to be kept minutes of the regular, adjourned regular and special meetings of the Board of Directors and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member and alternate of the Board.
7. A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from

time to time. The affirmative vote of a majority of the members shall be required for the approval of any motion/resolution as to which action of the Board is required.

8. Any vacancy of a regular or alternate member of the Board shall be filled by the authority which made the appointment.
9. Members of the Board shall serve without compensation, but shall receive reimbursement from the Agency for actual and necessary expenses incurred when on official duty for the Agency (including a stipend and mileage for travel to and from meetings of the Board, unless otherwise provided by the member's county). No member of the Board may be compensated for any service to the Agency except as provided in this section. Nothing herein shall be construed to prohibit member counties from compensating their Members or alternates for services on the Board.
10. Reimbursement for expenses shall be made by the Agency upon submittal of proper documentation.

**B. Other Officers**

The Treasurer and Auditor of the County of Placer are designated as Treasurer and Auditor respectively by each member county to act on behalf of the Agency and to be responsible for fiscal management under the terms of this Agreement. Said county shall be entitled to receive project indirect costs as agreed upon between the Board and Placer County.

**C. Contracts**

In order to achieve the purpose of this Agreement, the Agency may make and enter into contracts, including contracts with public and private organizations and individuals, employ agents and employees, secure necessary services and materials in accordance with grant

awards, and sue and be sued in its own name. No contract of the Agency may extend beyond the term of this Agreement and any renewals thereof. As set forth in Section IV.D, no party to this Agreement shall be responsible for any debt or obligation of the Agency.

D. Liability

No expense shall be incurred in excess of available funds for the establishment and operation of the Agency established pursuant to the Joint Exercise of Powers Act without prior written approval of the Member Counties. The Agency shall indemnify, defend and hold harmless each of the Member Counties and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and /or liability arising from the Agency's acts, errors or omissions and for any costs or expenses incurred by the Member County(ies) on account of any claim therefore, except where such indemnification is prohibited by law. The Agency shall obtain liability insurance containing limits of liability in such amount as the Board of Directors determines is necessary to cover the risk of liability incurred by the activities of the Agency. The Agency shall cover all employees with Workers' Compensation Insurance. The debts and obligations of the Agency are not and shall not become debts or obligations of any of the parties to this Agreement. No party to this Agreement shall be responsible for any debt or obligation of the Agency.

E. Grants

The Agency may, with Board approval apply for and receive State, Federal, local government and private organizational grants, and may receive contributions or donations from any

source for the implementation of the purposes of the Agency as stated herein. The Agency may earn and expend income for activities undertaken for its purpose.

F. Bylaws

The Board of Directors of the Agency shall adopt bylaws for the governing of the Agency and for the conducting of the business of the Board. Such bylaws shall make provision for an annual independent audit. Such bylaws shall also provide for the operation of Agency programs including the compensation and privileges of the employees of the Agency. Such bylaws shall also provide for an annual report of the activities to be made to the Board of Supervisors of the counties which are parties thereto, which report shall include a specific itemization of all revenues and expenditures of the Agency, including the annual audit report, an itemization of employee benefits paid and all expenses that have been allowed to employees of the Agency. The board of Directors shall elect a Chairperson and Vice-Chairperson to serve for one year and shall also appoint a Secretary who need not be a member of the Board.

G. Governing Law

Pursuant to Section 6509 of the Government Code, the powers of the Agency are subject to the restrictions upon the manner of exercising the power of the County of Placer.

**ARTICLE V**

**REGIONAL EMERGENCY MEDICAL SERVICES SYSTEM ADMINISTRATION**

A. Agency Designation

The Agency is designated as the Local EMS Agency by each signatory to this Agreement.

B. Agency Authorization



The execution of this Agreement acts as a delegation to the Agency by each signatory of all the California Health and Safety code, Division 2.5 functions, and the Agency shall act as the Local EMS Agency as to each function.

C. Designated Agency Functions

Within the territorial jurisdiction of each county signatory to this Agreement, the Agency shall perform the functions set forth in California Health and Safety Code, Division 2.5 (Cal H&S Code Section 1797 et seq., as currently written, or as may be amended, as well as the following:

1. The Agency may develop a schedule of fees for testing and certification in an amount sufficient to cover the actual cost of administering the certification process.
2. The Agency shall provide an organizational and committee structure which fosters interagency coordination and maintains an effective working relationship between individuals and groups.
3. The Agency shall provide liaison with county Emergency Medical Care Committees and providers to plan effective program variations which meets specific county provider and patient needs.
4. The Agency shall periodically reassess facilities to assure that listed treatment capability is current and modifications of triage and treatment guidelines reflect current medical practice.
5. The Agency shall perform legislative activities on behalf of the member counties at the state and local levels.

6. The Agency shall research availability of funds, institute applications where appropriate, and manage budgets in accordance with regional policies and specific requirements of funding sources.
7. The Agency shall facilitate intercounty and interregional response and transport of patients.
8. The Agency shall comply with all other relevant requirements as stated in the Act.
9. The Agency may contract with any organization to provide any relevant service of function authorized by the Act.
10. The Agency may have other powers and responsibility authorized by the counties.

## **ARTICLE VI**

### **WITHDRAWAL**

- A. Any signatory to this Agreement may withdraw by giving written notice to all the other signatories a minimum of six (6) months prior to the end of the fiscal year in which such notice is given. Withdrawal shall be effective at the end of the fiscal year unless otherwise specified in this Agreement.
- B. Equipment and Funds. Upon withdrawal of a Member County, any money or assets, including funded equipment in possession of the Agency for use under this Agreement shall remain with the Agency, except that the Board of Directors in its sole discretion, may permit a Withdrawing County to retain emergency medical care equipment secured through the Agency if the Board determines that such equipment is needed for the medical care of residents of the Withdrawing County. For situations arising that are not covered by the above guidelines, the Withdrawing County and the Board of Directors of the Agency may

enter into a contract settling the terms and conditions of withdrawal. A Withdrawing County shall not be entitled to any further distribution of Agency property or funds.

- C. Payment of Other Postemployment Benefits (OPEB) arising during the term of this JPA. The Member Counties agree that if a member County withdraws from the JPA, there will be a subsequent increase in OPEB liability for the other member Counties. As a result, a Withdrawing County shall, prior to withdrawal from the JPA, pay an amount calculated by taking the Agency's OPEB accrual for the most recent fiscal year, determining the Withdrawing County's pro-rata share based on population, and multiplying that share by the number of years that County has been a member of the JPA (partial years shall be rounded up to the next full number).

## **ARTICLE VII**

### **FISCAL YEAR**

For the purposes of this Agreement, the term "fiscal year" shall mean the period from July 1 to and including the following June 30<sup>th</sup>.

## **ARTICLE VIII**

### **CLAIMS**

All claims against the Agency including but not limited to claims by public officers and employees for fees, salaries, wages, mileage or other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures approved by the Auditor – Controller of the Agency and established by the Board of Directors pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the

Government Code. The Board of Directors shall adopt a regulation requiring that all claims shall be so filed.

## **ARTICLE IX**

### **ALLOWANCE OF CLAIMS BY AUDITOR-CONTROLLER**

- A. The Auditor-Controller of Agency shall audit and allow or reject claims based on the budget and without the prior approval of the Board of Directors in any of the following cases:
1. Expenditures which have been authorized by purchase orders issued by an office of the Agency authorized and approved by the Board of Directors to make such purchases.
  2. The Auditor-Controller shall require the certificate of the requisitioning or receiving officer that the articles or services have been received or contracted for in accordance with the prior authorization of the Board.

## **ARTICLE X – ADDITIONAL PROVISIONS**

- A. This Agreement supersedes the Agreement of February 11, 1992, by and between the counties of Nevada, Placer, Sutter, Yolo and Yuba and all forerunners and amendments thereof. All rights, duties, liabilities, obligations and assets of the Sierra-Sacramento Valley Emergency Medical Services Agency pursuant to said Agreement are hereby assumed by the Sierra-Sacramento Valley Emergency Medical Services Agency pursuant to said Agreements are hereby ratified and confirmed. It is not the purpose of this Agreement to do away with the Sierra-Sacramento Valley Emergency Medical Services Agency, but rather to amend its powers, and place it in compliance with the requirements as stated in Part 1 of Division 2.5 (commencing with Section 1797) of the Health and Safety Code.

B. Performance of Functions by County. Agency shall be the sole Local Emergency Management Service Agency for each and every Member County, and shall perform the services enumerated in this agreement. However, Agency and the Member County may enter into such contracts allowing the Member County to perform any function or functions delegated to Agency by this Agreement at the time of its signing.

C. This Agreement may be amended at any time by the mutual agreement of the parties hereto.

**COUNTY OF PLACER**

SIGNATURE ON FILE  
Chairman \_\_\_\_\_ Date  
Board of Supervisors

**COUNTY OF YOLO**

SIGNATURE ON FILE  
Chairman \_\_\_\_\_ Date  
Board of Supervisors

**COUNTY OF YUBA**

SIGNATURE ON FILE  
Chairman \_\_\_\_\_ Date  
Board of Supervisors

**COUNTY OF SUTTER**

SIGNATURE ON FILE  
Chairman \_\_\_\_\_ Date  
Board of Supervisors

**COUNTY OF NEVADA**

SIGNATURE ON FILE  
Chairman \_\_\_\_\_ Date  
Board of Supervisors

**COUNTY OF COLUSA**

SIGNATURE ON FILE  
Chairman \_\_\_\_\_ Date  
Board of Supervisors

**COUNTY OF BUTTE**

SIGNATURE ON FILE  
Chairman \_\_\_\_\_ Date  
Board of Supervisors

**COUNTY OF SHASTA**

SIGNATURE ON FILE  
Chairman \_\_\_\_\_ Date  
Board of Supervisors

**COUNTY OF SISKIYOU**

SIGNATURE ON FILE  
Chairman \_\_\_\_\_ Date  
Board of Supervisors

**COUNTY OF TEHAMA**

SIGNATURE ON FILE  
Chairman \_\_\_\_\_ Date  
Board of Supervisors

**APPROVAL AS TO FORM**

SIGNATURE ON FILE  
Brian Wirtz \_\_\_\_\_ Date  
Counsel for JPA Governing Board of  
Directors

**APPROVAL AS TO FORM**

SIGNATURE ON FILE  
Arthur J. Wylene \_\_\_\_\_ Date  
Assistant County Counsel  
County of Tehama