



State of California
Secretary of State



FILE NO. 2303

AMENDMENT OF A JOINT POWERS AGREEMENT

(Government Code section 6503.5)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 942870, Sacramento, CA 94277-2870.
2. Include filing fee of \$1.00.
3. Do not include attachments.
4. A copy of the full text of the joint powers agreement and amendments, if any, must be submitted to the State Controller's office. For address information, contact the State Controller's office at www.sco.ca.gov.

Date of filing initial notice with the Secretary of State: October 4, 1996

File number of initial notice: 1536

Name of the agency or entity created under the agreement and responsible for the administration of the agreement:
El Dorado County Emergency Services Authority

Responsible for administration is Martin Hackett, Executive Director

Agency's or Entity's Mailing Address: 480 Locust Road, Diamond Springs, CA 95619

Title of the agreement: Joint Powers Agreement for the El Dorado County Emergency Services Authority

Complete one or more boxes below. The agreement has been amended to:

- ☒ Change the parties to the agreement as follows: Latrobe Fire Protection District has been removed as a member from the JPA and CAL Fire Amador-El Dorado Unit ECC has been added as a JPA member.
- ☐ Change the name of the administering agency or entity as follows: _____
- ☐ Change the purpose of the agreement or the powers to be exercised as follows: _____
- ☐ Change the short title of the agreement as follows: _____
- ☒ Make other changes to the agreement as follows: Added language for arbitration and hearing and action procedures

RETURN ACKNOWLEDGMENT TO: (Type or Print)

NAME Martin Hackett
ADDRESS 480 Locust Road
CITY/STATE/ZIP Diamond Springs, CA 95619

01.28.2016

Date

Signature

Martin Hackett, Executive Director
Typed Name and Title



JOINT POWERS AGREEMENT

TO ESTABLISH, OPERATE, AND MAINTAIN A REGIONAL
PREHOSPITAL EMERGENCY MEDICAL SERVICES
OPERATIONS AUTHORITY AND TO CONTRACT
FOR DISPATCH SERVICES



THIS AGREEMENT, dated for convenience September 1, 1996, and amended on February 5th, 2008 by and among agencies providing fire protection and prehospital emergency medical services which have filed an executed, certified resolution approving this Agreement with the governing board of the agency established by this Agreement (hereinafter "Member Agencies"), is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article I, Sections 6500 et seq. of the California Government Code relating to joint exercise of powers.

RECITALS

WHEREAS, it is to the mutual benefit and in the best public interest of the parties hereto to join together to establish this Joint Powers Agreement to accomplish the purposes hereinafter set forth; and

WHEREAS, the Member Agencies have each determined that there is a need to provide for a coordinated prehospital emergency medical service and patient transportation services on a group rather than an individual basis; and

WHEREAS, the Member Agencies have also determined that there's a need to jointly contract for dispatch services; and

WHEREAS, Article I, Chapter 5, Division 7, Title 1, Section 6500 et seq. of the Government Code permits two or more public agencies jointly to exercise any power common to the contracting parties; and

WHEREAS, it appears economically practical for the parties hereto to join together for the purpose of providing prehospital emergency medical service and patient transportation services to Member Agencies and to jointly contract for dispatch services;

NOW, THEREFORE, for and in consideration of the mutual covenants herein and of the mutual benefits to be derived therefrom, each of the parties hereto agrees as follows.

1. CREATION

Pursuant to Section 6500 et seq. of the Government Code, there is hereby created an entity, separate and apart from the Member Agencies, to be known as the "El Dorado County Emergency Services Authority" (hereinafter "JPA"). The Member Agencies are:

CAMERON PARK COMMUNITY SERVICES DISTRICT FIRE DEPARTMENT
DIAMOND SPRINGS-EL DORADO FIRE PROTECTION DISTRICT
EL DORADO COUNTY FIRE PROTECTION DISTRICT
EL DORADO HILLS COUNTY WATER DISTRICT FIRE DEPARTMENT
GARDEN VALLEY FIRE PROTECTION DISTRICT
GEORGETOWN FIRE PROTECTION DISTRICT
LATROBE FIRE PROTECTION DISTRICT
MOSQUITO FIRE PROTECTION DISTRICT
PIONEER FIRE PROTECTION DISTRICT
RESCUE FIRE PROTECTION DISTRICT

2. PURPOSE

Until this Agreement is amended to provide additional services, the purpose of the JPA is to provide: (1) operational assistance to Member Agencies for a coordinated County-wide, fully integrated prehospital emergency medical service and patient transportation services; and (2) a coordinated dispatch system or to contract for such a system. The prehospital emergency service to be provided by the JPA is more fully described on the attached Exhibit "A". The dispatch service is more fully described on the attached Exhibit "B". If additional services are provided under the procedure described above, such additional services shall be attached as further Exhibits hereto.

No additional services shall be provided by the JPA unless the Member Agencies unanimously adopt a resolution specifying the additional services to be provided and specifying the allocation of costs for providing the services. The resolutions shall be filed with the JPA and agendized at the next regular meeting of the JPA. No action is required by the JPA to add the additional services other than to verify that the resolutions have been adopted by all of the Member Agencies. The action of the JPA verifying the resolutions and specifying the additional services shall be appended to this Agreement.

3. POWERS

The JPA shall have and may exercise all rights and powers, expressed or implied, necessary to carry out the purposes and intent of this Agreement, including, but not limited to, the following powers:

- (a) To acquire any property within the JPA by any means, to hold, manage, occupy, dispose of, convey and encumber the property, and to create a leasehold interest in the property for the benefit of the JPA.
- (b) To appoint an Executive Director and other necessary employees, to define their qualifications and duties, and to provide a pay schedule for performance of their duties.
- (c) To employ counsel.

- (d) To enter into and perform all necessary contracts pursuant to Article 53 (commencing with Section 20810) of Part 3 of Division 2 of the Public Contract Code.
- (e) To adopt a seal and alter it at pleasure.
- (f) To adopt ordinances following the procedures of Article 7 (commencing with Section 25120) of Chapter 1 of Part 2 of Division 2 of Title 3 of the Government Code.
- (g) To establish and enforce rules and regulations for the administration, operation, and maintenance of emergency medical services and ambulance services pursuant to Division 2.5 of the Health and Safety Code (commencing with Section 1797).
- (h) To enter joint powers agreements pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code.
- (i) To provide insurance pursuant to Part 6 (commencing with Section 989) of Division 3.6 of Title 1 of the Government Code.
- (j) To enter into contracts with the Member Agencies or other entities to provide the authorized services of the JPA.
- (k) To sue and be sued.

4. GOVERNING BOARD

The JPA shall be administered by its Governing Board (hereinafter "Board"). The governing Board shall be made up of the District Fire Chief of the member agencies. When a member chief is unable to attend a regularly scheduled meeting that chief shall designate an alternate to act in his or her place. The Board may do and perform all acts which are necessary to accomplish the purposes set forth above. Each member chief, or his or her alternate, shall have one (1) vote.

5. MEETINGS OF THE BOARD AND OFFICERS

- (a) The Board shall normally meet on a monthly basis.
- (b) All meetings of the Board, including regular, adjourned regular, and special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Sections 54950, et seq.).
- (c) The presence of a majority of the representatives to the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. Approval of motions

presented to the Board for action shall require approval of a majority of the entire Board in accordance with the power as described in this document.

(d) The Board shall elect a Chairperson, a Vice Chairperson, and a Secretary/Treasurer at its first meeting, and thereafter in each succeeding calendar year, and the Board shall elect or re-elect its Chairperson and Vice Chairperson for immediate assumption of office. In the event that the Chairperson or Vice Chairperson so elected ceases to be a representative to the Board, the resulting vacancy shall be filled at the next meeting of the Board held after such vacancy occurs. In the absence or inability of the Chairperson to act, the Vice Chairperson shall act as Chairperson.

(e) Each Board member shall file all required conflict of interest forms.

6. TERM

This Agreement shall become effective upon approval by two-thirds of the Member Agencies. There will be a two year review period after which the Member Agency Boards shall once again reaffirm membership and structure of the JPA Board.

7. MEMBERSHIP

Each Member Agency is entitled to the rights and privileges and is subject to the obligations of membership as provided in this Agreement. If two or more Member Agencies consolidate with each other, the successor Member Agency Chief shall serve on the JPA Board.

8. AUDITING

Pursuant to Government Code §6505.5, there shall be a treasurer for the JPA, which shall be the treasurer for the County, unless otherwise designated by the JPA Board, and said treasurer shall perform the functions and duties set forth in §6505.5, including the preparation of quarterly reports and verification regarding the JPA's funds as set forth in §6505.5(e). There shall be an auditor or controller designated to serve the JPA, which person shall be the same person that serves as the County's controller or auditor; unless otherwise designated by the JPA Board, and such person shall perform those responsibilities set forth in Government Code Section 6505 and 6505.5.

All JPA funds and transactions records shall be open to inspection at any time by the parties hereto, and to the public pursuant to the Public Records Act.

9. FISCAL YEAR

The fiscal year for JPA shall be July 1st through the next June 30th.

10. BUDGET

The Board shall adopt a budget for each fiscal year in accordance with the provisions set forth in Health and Safety Code Sections 13890 and following; provided, however, that adoption of the budget shall further require a two-thirds affirming vote of the individual elected boards of the Member Agencies. The Member Agency contributions for dispatch services shall be established prior to the beginning of the fiscal year so the Member Agencies may adequately plan for the dispatch payments during the Member Agencies' budget adoption process.

11. MEMBER CONTRIBUTIONS

Prehospital emergency services and patient transportation services shall be funded through a contract with the El Dorado County Service Area No. 7. Dispatch services shall be funded through Member Agency contributions, the initial contributions of which are set forth on the attached Exhibit "C". Dispatch services shall be shared in accordance with the percentage of dispatch calls formula set forth on Exhibit C(1), unless otherwise agreed to by a two-thirds vote of the Member Agencies. The Member Agencies shall pay such costs within sixty (60) days from invoice.

12. DEBTS AND OBLIGATIONS

The debts, liabilities and obligations of JPA shall not be the debts, liabilities and obligations of the Member Agencies.

13. WITHDRAWAL

Provided that all of its financial obligations to the JPA have been met, any Member Agency may withdraw as a party to this Agreement as follows:

- (a) September 30 (11:59 P.M.), annually, shall be the only day and month on which a withdrawal shall take effect.
- (b) Notice of such withdrawal shall be in writing and addressed to each Member Agency and to the JPA Board.
- (c) Notice shall be received by the JPA no less than ninety (90) days prior to the effective date of such withdrawal.
- (d) Unless otherwise agreed at the time the interest or asset is acquired, no withdrawing Agency shall be entitled to any payment for its interests or assets upon withdrawal.

Withdrawal of a Member Agency shall not cancel or forgive any debt or financial obligations of the Member Agency to the JPA.

14. DISSOLUTION

This Agreement may be terminated in its entirety upon the adoption of a resolution of dissolution by two-thirds of the total number of votes of the Member Agencies. No assets may be divided or returned until all outstanding obligations have been resolved or a paid-up contract has been adopted which will remove further obligations from the JPA. Such contract may be for the Member Agency to accept responsibility for any outstanding claims. Disposition of the remaining assets will then be made in proportion to the contributions of the remaining Member Agencies for the fiscal year of dissolution. Withdrawal of a Member Agency shall not terminate the JPA until and unless two-thirds of the Member Agencies have withdrawn from the JPA.

15. NEW MEMBER AGENCIES

Upon the approval of the JPA Board, an eligible agency with like powers may become a Member Agency of JPA upon approval of this Agreement by the majority vote of the governing board of the JPA and upon filing of an executed, certified copy of the resolution providing such approval with the Governing Board of JPA. The JPA Board may establish a fair share capitalization fee for new member agencies.

16. AMENDMENT

This Agreement may be amended by resolution with the concurrence of two-thirds of the Member Agencies, provided that no amendment approved by less than unanimous consent shall obligate a Member Agency to fund or be responsible for providing a service unless the Member Agency consents to funding and providing such service.

17. ORIGINAL COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement.

EXHIBIT "A"

PREHOSPITAL EMERGENCY MEDICAL SERVICES
AND PATIENT TRANSPORTATION SERVICES

- (a) A well defined approach in delivering prehospital service by Member Agencies regardless of jurisdictional boundaries.
- (b) Provide a single billing source.
- (c) Establish uniform Service Area 7 rates in cooperation with the County.
- (d) Work in cooperation with the El Dorado County EMS Agency and the EMS Medical Director to assure compliance with state and local EMS standards as defined in Title 22, Division 9, Prehospital Emergency Medical Service.
- (e) Establish Service Area 7 ambulance deployment in cooperation with the County.
- (f) Provide patient transportation services.

EXHIBIT "B"

DISPATCH SERVICES

- (a) Establish a contract with an agency to provide dispatch services.
- (b) Annually review and approve the member cost formula as a part of the budget adoption process.

IN WITNESS WHEREOF, the Governing Board of each of the parties identified herein has duly approved this Agreement by filing with the Board an executed, certified copy of its duly adopted authorizing resolution.

CAMERON PARK COMMUNITY SERVICES DISTRICT/CAMERON PARK FIRE DEPARTMENT FIRE DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

DIAMOND SPRINGS/EL DORADO FIRE PROTECTION DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

EL DORADO COUNTY FIRE PROTECTION DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT)

Date: 1/29/00

By: *John W. Haddad*
Board Chairperson

ATTEST:

Connie L. Bain
Board Secretary

GARDEN VALLEY FIRE PROTECTION DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

GEORGETOWN FIRE DISTRICT

Date: _____

By: _____

Board Chairperson

ATTEST:

Board Secretary

LATROBE FIRE PROTECTION DISTRICT

Date: 01/31/08

By: _____

Board Chairperson

ATTEST:

Marcia A. Stumpf
Board Secretary

MOSQUITO FIRE PROTECTION DISTRICT

Date: _____

By: _____

Board Chairperson

ATTEST:

Board Secretary

PIONEER FIRE PROTECTION DISTRICT

Date: _____

By: _____

Board Chairperson

ATTEST:

Board Secretary

RESCUE FIRE PROTECTION DISTRICT

Date: _____

By: _____

Board Chairperson

ATTEST:

Board Secretary

IN WITNESS WHEREOF, the Governing Board of each of the parties identified herein has duly approved this Agreement by filing with the Board an executed, certified copy of its duly adopted authorizing resolution.

CAMERON PARK COMMUNITY SERVICES DISTRICT/CAMERON PARK FIRE DEPARTMENT FIRE DISTRICT

Date: 2/14/08

By: David M. Johnson
Board Chairperson

ATTEST:

Tammy McPhail
Board Secretary

DIAMOND SPRINGS/EL DORADO FIRE PROTECTION DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

EL DORADO COUNTY FIRE PROTECTION DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT)

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

GARDEN VALLEY FIRE PROTECTION DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

GEORGETOWN FIRE DISTRICT

Date: _____

By: _____

IN WITNESS WHEREOF, the Governing Board of each of the parties identified herein has duly approved this Agreement by filing with the Board an executed, certified copy of its duly adopted authorizing resolution.

CAMERON PARK COMMUNITY SERVICES DISTRICT/CAMERON PARK FIRE DEPARTMENT FIRE DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

DIAMOND SPRINGS/EL DORADO FIRE PROTECTION DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

EL DORADO COUNTY FIRE PROTECTION DISTRICT

Date: 2/5/2008

By: 
Board Chairperson

ATTEST:


Board Secretary

EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT)

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

GARDEN VALLEY FIRE PROTECTION DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

GEORGETOWN FIRE DISTRICT

Date: _____

By: _____

ATTEST:

Board Chairperson

Board Secretary

LATROBE FIRE PROTECTION DISTRICT

Date: _____

By: _____

Board Chairperson

ATTEST:

Board Secretary

MOSQUITO FIRE PROTECTION DISTRICT

Date: _____

By: _____

Board Chairperson

ATTEST:

Board Secretary

PIONEER FIRE PROTECTION DISTRICT

Date: _____

By: _____

Board Chairperson

ATTEST:

Board Secretary

RESCUE FIRE PROTECTION DISTRICT

Date: 1/30/08

By: Anne M Walker

Board Chairperson

ATTEST:

[Signature]
Board Secretary

IN WITNESS WHEREOF, the Governing Board of each of the parties identified herein has duly approved this Agreement by filing with the Board an executed, certified copy of its duly adopted authorizing resolution.

CAMERON PARK COMMUNITY SERVICES DISTRICT/CAMERON PARK FIRE DEPARTMENT FIRE DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

DIAMOND SPRINGS/EL DORADO FIRE PROTECTION DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

EL DORADO COUNTY FIRE PROTECTION DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT)

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

GARDEN VALLEY FIRE PROTECTION DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

GEORGETOWN FIRE DISTRICT

Date: 1/30/08

By: 

ATTEST:


Board Secretary

Board Chairperson

LATROBE FIRE PROTECTION DISTRICT

Date: _____

By: _____

Board Chairperson

ATTEST:

Board Secretary**MOSQUITO FIRE PROTECTION DISTRICT**

Date: _____

By: _____

Board Chairperson

ATTEST:

Board Secretary**PIONEER FIRE PROTECTION DISTRICT**

Date: _____

By: _____

Board Chairperson

ATTEST:

Board Secretary**RESCUE FIRE PROTECTION DISTRICT**

Date: _____

By: _____

Board Chairperson

ATTEST:

Board Secretary

GEORGETOWN FIRE DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

LATROBE FIRE PROTECTION DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

MOSQUITO FIRE PROTECTION DISTRICT

Date: 2-6-08

By: *Ralph E. H...*
Board Chairperson

ATTEST:

Mary Joseph
Board Secretary

PIONEER FIRE PROTECTION DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

RESCUE FIRE PROTECTION DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

IN WITNESS WHEREOF, the Governing Board of each of the parties identified herein has duly approved this Agreement by filing with the Board an executed, certified copy of its duly adopted authorizing resolution.

CAMERON PARK COMMUNITY SERVICES DISTRICT/CAMERON PARK FIRE DEPARTMENT FIRE DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

DIAMOND SPRINGS/EL DORADO FIRE PROTECTION DISTRICT

Date: 01/30/08

By: Jackie Phillips
Board Chairperson

ATTEST:

Candice Malone
Board Secretary

EL DORADO COUNTY FIRE PROTECTION DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT)

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

GARDEN VALLEY FIRE PROTECTION DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

GEORGETOWN FIRE DISTRICT

Date: _____

By: _____

Feb 05 08 03:53p

El Dorado County Fire

(530) 644-9661

p.1

IN WITNESS WHEREOF, the Governing Board of each of the parties identified herein has duly approved this Agreement by filing with the Board an executed, certified copy of its duly adopted authorizing resolution.

CAMERON PARK COMMUNITY SERVICES DISTRICT/CAMERON PARK FIRE DEPARTMENT FIRE DISTRICT

Date: _____

By: _____

Board Chairperson

ATTEST:

Board Secretary**DIAMOND SPRINGS/EL DORADO FIRE PROTECTION DISTRICT**

Date: _____

By: _____

Board Chairperson

ATTEST:

Board Secretary**EL DORADO COUNTY FIRE PROTECTION DISTRICT**

Date: _____

By: _____

Board Chairperson

ATTEST:

Board Secretary**EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT)**

Date: _____

By: _____

Board Chairperson

ATTEST:

Board Secretary**GARDEN VALLEY FIRE PROTECTION DISTRICT**Date: 2/5/08By: [Signature]

Board Chairperson

ATTEST:

[Signature]
Board Secretary**GEORGETOWN FIRE DISTRICT**

Date: _____

By: _____

ATTEST:

Board Chairperson

Board Secretary

LATROBE FIRE PROTECTION DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary

MOSQUITO FIRE PROTECTION DISTRICT

Date: _____

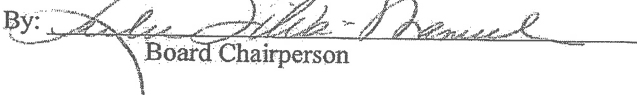
By: _____
Board Chairperson

ATTEST:

Board Secretary

PIONEER FIRE PROTECTION DISTRICT

Date: February 9, 2010

By: 
Board Chairperson

ATTEST:

Board Secretary

RESCUE FIRE PROTECTION DISTRICT

Date: _____

By: _____
Board Chairperson

ATTEST:

Board Secretary