



NORTHERN CALIFORNIA EMS, INC.

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MEMORANDUM

To: Board of Directors
County Administrative Officers
County Legal Counsel

From: Donna Stone

Date: February 11, 2025

Subject: Timeline for Joint Powers Agency Development

Significant work has been done in developing the Joint Powers Agency (JPA) agreement for our five-county region. The most recent review of the JPA agreement was conducted during the January 29, 2024, ZOOM meeting where there were a few requests for revision. Final recommendations have been incorporated into the agreement, and we now have a final version. Because time is of the essence in this process, listed below are initial crucial tasks and deadline date projections so that we can all work together on this extensive endeavor.

- 1) The final version of the JPA agreement will be emailed to JPA development distribution list - February 11, 2025
- 2) County processing and scheduling of the JPA agreement for presentation to their Board of Supervisors for signature -As soon as possible as the JPA agreement is dated to begin March 5, 2025
- 3) Schedule the first JPA Special Board of Directors ZOOM meeting for March 12, 2025, 8:00 - 10:00 AM to discuss and approve, the Department of Justice (DOJ) application for background checks; a required resolution to include with the DOJ application; the Bylaws for the new JPA; appoint Officers of the Board: approve opening of bank accounts and signers; approve CEO to sign state and IRS new account documents (as listed below) and conduct any other business needed to start up the agency.
- 4) File a Notice of a Joint Powers Agreement with the Secretary of State – March 13, 2025
- 5) File for an IRS Tax Identification Number – March 13, 2025
- 6) Submit the DOJ application as processing can take 45-60 days.
File application – March 17, 2025
- 7) Begin processes for transition and signatures of 646 certificate holders and 105 contracts - In process now and to continue through July 31, 2025

While there is much more to our complete project (task) timeline to start up this new entity, the above information has crucial deadlines that must be met initially. It is critical that the new JPA is completely operational prior to July 1, 2025.

If you have any questions, please contact me anytime.

JOINT EXERCISE OF POWERS AGREEMENT FOR THE PURPOSE OF CONTINUING A REGIONAL EMERGENCY MEDICAL SERVICES AGENCY AND PROVIDING FOR THE IMPLEMENTATION, OPERATION AND MANAGEMENT OF AN EMERGENCY MEDICAL SERVICES SYSTEM IN THE COUNTIES OF Lassen, Modoc, Plumas, Sierra and Trinity Counties STATE OF CALIFORNIA

THIS AGREEMENT, dated, the 5th day of March 2025, by and between the Counties of Lassen, Modoc, Plumas, Sierra and Trinity , 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 an effective Regional EMS Agency and an Emergency Medical Services (EMS) program that maintains county control 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 a 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 a 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 Nor-Cal EMS, 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

This Agreement shall become effective as of the date upon which all member counties have approved it. The Agreement 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.

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. The Board of Directors shall determine each county's annual fee to be paid to the agency for LEMSA services. Each Member County's initial annual fee shall be due and payable to the Agency on or before July 1, 2025 and thereafter on or before July 1 of each successive year.

B. State Funding and Other Funding

The Agency shall annually apply for regional State General Funding assistance from the State Emergency Medical Services Authority or the state entity administering the regional funding program. Other funding applications may include, but not be limited to, federal, state, private or other special project grants.

ARTICLE IV

GENERAL POWERS

A. Board of Directors

The Agency shall be governed by a Board of Directors, herein referred to as "Board," composed of:

- 1) One (1) representative of the Board of Supervisors from each Member County. The Board of Supervisor Representative may have an alternate that is a member of each respective Board of Supervisors.
- 2) One (1) Hospital Administrator. The Hospital Administrator representative is to be nominated by the Northern Section of the Hospital Council of Northern and Central California and approved by the Board of Directors.
- 3) One (1) ambulance representative who shall be affiliated with an ambulance service and will be approved by the Board of Directors.

4) Two (2) Members At Large who are not on the Board of Supervisors of a Members County, Hospital Administrator or affiliated with an ambulance service. The Members at Large are to be selected by the Board of Directors.

The Board of Directors of the Agency shall provide for its regular meetings. Meetings shall be held quarterly. Special meetings may also be called if needed. 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 board meetings.

Each appointed member of the Board of Directors shall be selected as stated above and serve at the pleasure of their respective appointing body.

B. Staff

The Agency shall employ a Chief Executive Officer. The Chief Executive Officer shall serve at the pleasure of the Board of Directors. It shall be the responsibility of the Chief Executive Officer to employ and discharge staff.

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. The Agency may either contract with or hire as an employee the Medical Director.

The Chief Executive Officer of the Agency shall cause to be kept minutes of the regular, and special meetings of the Board of Directors.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the quorum shall be required for the approval of any motion/resolution as to which action of the Board is required.

Any vacancy of a regular or alternate member of the Board shall be filled by the authority which made the appointment.

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 mileage reimbursement for travel to and from meetings of the Board, unless otherwise provided by the member's county or employer). 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.

Reimbursement for expenses shall be made by the Agency upon submittal of documentation.

C. Other Officers

Pursuant to California Government Code Section 6505.6 the agency may appoint one of its officers or employees to act as either the Treasurer or Auditor or both. Such person or persons shall comply with the duties and responsibilities of the office or offices as set forth in subdivisions (a) to (d) of California Government Code Section 6505.5.

D. 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 Article IV E. no party to this Agreement shall be responsible for any debt or obligation of the Agency.

E. 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.

The Agency shall not participate in any employer sponsored defined benefit retirement plan without unanimous approval from the member counties. The Agency, at its discretion, may participate in a defined contribution plan.

F. Grants and Contributions

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.

G. 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.

The Board of Directors shall elect a Chairperson, Vice Chairperson and a Secretary.

H. 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 Sierra.

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:

The Agency shall provide an organizational or advisory committee structure which fosters interagency coordination and maintains an effective working relationship between individuals and groups.

The Agency shall provide liaison with county Emergency Medical Care Committees, other county advisory committees pertinent to emergency medical services and providers to coordinate and plan programs to meet specific provider and patient needs and LEMSA responsibilities.

The Agency may contract with any organization to provide any relevant service or function authorized by the Act.

ARTICLE VI

A. New Members

Any California County may apply for membership in Nor-Cal EMS. Approval requires the unanimous consent of the existing Member Entities, expressed by vote at a formal meeting or by written consent filed with Nor-Cal EMS. A new membership will become effective upon the execution of this Agreement.

B. Withdrawal

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.

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. Termination

Upon termination of this Agreement, any money or assets, except funded equipment in possession of Agency for use under this Agreement, after payment of all liabilities, 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 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 30th

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 TREASURER/AUDITOR

The Treasurer/Auditor of Agency shall audit and allow or reject claims based on the budget and without the prior approval of the Board of Directors consistent with the provisions of California Government code 6505.5.

ARTICLE X - ADDITIONAL PROVISIONS

Agency shall be the sole Local Emergency Medical Services Agency for each and every Member County, and shall perform the services enumerated in this agreement. Agency and the Member County may enter into such agreements or contracts allowing the Agency to perform additional functions.

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

COUNTY OF LASSEN

Chairman
Board of Supervisors

Date

COUNTY OF MODOC

Chairman
Board of Supervisors

Date

COUNTY OF PLUMAS

Chairman
Board of Supervisors

Date

COUNTY OF SIERRA

Chairman
Board of Supervisors

Date

COUNTY OF TRINITY

Chairman
Board of Supervisors

Date