



Santee-Lakeside Emergency Medical Services Authority

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www.santeelakesideemsa.org

March 6, 2024

RECEIVED

MAR 11 2024

San Diego Local Agency Formation
2550 Fifth Ave. Suite 725
San Diego, CA 92103

SAN DIEGO LAFCO

Enclosed please find a copy of an amendment to the Santee- Lakeside Emergency Services Authority member joint powers agreement. This was adopted by resolution by the Commission on May 11, 2023. You will see the member agencies both signed the amendment.

Please contact me if you have any questions.

A handwritten signature in black ink, appearing to read "Janise Bocskovits".

Janise Bocskovits
Commission Secretary

RESOLUTION NO. 23-003

**RESOLUTION OF THE COMMISSION FOR THE SANTEE-LAKESIDE
EMERGENCY MEDICAL SERVICES AUTHORITY TO APPROVE
FIRST AMENDMENT TO SANTEE-LAKESIDE EMERGENCY
MEDICAL SERVICES AUTHORITY JOINT EXERCISE OF POWERS
AGREEMENT**

WHEREAS, on or about August 23, 2022, the Parties entered into the Santee-Lakeside Emergency Medical Services Authority Joint Exercise of Powers Agreement (“Agreement”) pursuant to Articles 1 through 4, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of powers common to public agencies by the Parties to permit the joint exercise of certain powers both have in common; and

WHEREAS, the Parties are authorized to jointly exercise their powers pursuant to the provisions of Article 2, Chapter 4; Part 2, Division 2, Title 5, Sections 55631 through 55634, and Articles 1 through 4, Chapter 5, Division 7, Title 1 (commencing with Section 6500), of the Government Code of the State of California; and

WHEREAS, the purpose of the Agreement is to (1) create the Santee-Lakeside Emergency Medical Services Joint Powers Authority; (2) to provide for the administration of the Authority; and (3) to jointly through the Authority exercise the common powers of the Parties by administering, funding, managing and overseeing coordination of ALS ambulance transport services by said Member Agencies. Such purpose is accomplished and common powers exercised in the manner set forth in the Agreement; and

WHEREAS, the Agreement stated above may be amended by a majority vote of the Commission only after approval of two-thirds vote of the Member Agencies. The Commission shall initiate any proposed amendment by requesting a formal recommendation from the Board of Chiefs, if applicable. The Commission shall then forward the proposed amendment with its recommendation to the governing body of each Party to the Agreement. The proposal shall be accompanied by a copy of the proposed amendment to the Agreement, which shall be adopted, properly executed, and returned to the Commission if the Party concurs with the amendment. The Secretary shall notify each Party of the resultant action; and

WHEREAS, the Member Agencies wish for this First Amended Agreement to amend the terms of the Agreement stated above regarding the subject matters contained herein, and for the new terms to be effective on the last signature date on the First Amended Agreement; and

WHEREAS, the Member Agencies desire for all terms of the previous Agreement referenced above to remain effective to the extent they are not amended by this First Amended Agreement.

NOW, THEREFORE, BE IT RESOLVED, the Commission of the Santee-Lakeside Emergency Medical Services Authority hereby resolves, determines, and orders as follows:

SECTION 1: The above recitals are true and correct and are deemed to be findings by the Commission.

SECTION 2: Section 17 of the Agreement shall be amended as set forth in the First Amended Agreement attached to this Resolution as Exhibit "A."

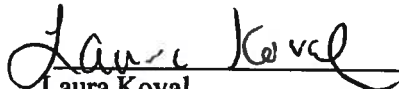
***PASSED and ADOPTED** by the Commission of the Santee-Lakeside Emergency Medical Services Authority, County of San Diego, State of California, on the 11th Day of May 2023, by the following vote:*

AYES: Baker, Koval, Trotter

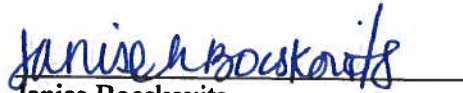
NOES:

ABSTAIN:

ABSENT: Bingham



Laura Koval
Chairperson



Janise Bocskovits
Secretary of the Commission

Attachments: Exhibit "A"

**FIRST AMENDMENT TO
SANTEE-LAKESIDE
EMERGENCY MEDICAL SERVICES AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT**

THIS FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT ("First Amendment") is made and entered into this 13th day of May 2023, by and between the City of Santee ("Santee"), a California charter city and municipal corporation, and the Lakeside Fire Protection District ("LFPD"), organized and existing under the Fire Protection District Law of 1987, Health and Safety Code section 13800 *et seq.* (collectively, "Parties").

RECITALS

WHEREAS, the Parties are authorized to jointly exercise their powers pursuant to the provisions of Article 2, Chapter 4; Part 2, Division 2, Title 5, Sections 55631 through 55634, and Articles 1 through 4, Chapter 5, Division 7, Title 1 (commencing with Section 6500), of the Government Code of the State of California; and

WHEREAS, on or about August 23, 2022, the Parties entered into the Santee-Lakeside Emergency Medical Services Authority Joint Exercise of Powers Agreement ("Agreement") pursuant to Articles 1 through 4, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of powers common to public agencies by the Parties to permit the joint exercise of certain powers both have in common; and

WHEREAS, the purpose of the Agreement is to (1) create the Santee-Lakeside Emergency Medical Services Joint Powers Authority; (2) to provide for the administration of the Authority; and (3) to jointly through the Authority exercise the common powers of the Parties by administering, funding, managing and overseeing coordination of advanced life support ambulance transport services by said Member Agencies. Such purpose is accomplished and common powers exercised in the manner set forth in the Agreement; and

WHEREAS, the Agreement may be amended by a majority vote of the Commission only after approval of two-thirds vote of the Member Agencies. The Commission shall initiate any proposed amendment by requesting a formal recommendation from the Board of Chiefs, if applicable. The Commission shall then forward the proposed amendment with its recommendation to the governing body of each Party to the Agreement. The proposal shall be accompanied by a copy of the proposed amendment to the Agreement, which shall be adopted, properly executed, and returned to the Commission if the Party concurs with the amendment. The Secretary shall notify each Party of the resultant action; and

WHEREAS, the Parties wish for this First Amendment to amend the terms of the Agreement regarding the subject matters contained herein, and for the new terms to be effective on the last signature date set forth below ("Effective Date"); and

WHEREAS, the Parties desire for all terms of the Agreement to remain effective to the extent they are not amended by this First Amendment.

NOW, THEREFORE, the Parties, for and in consideration of the mutual benefits, promises, and agreements set forth herein, agree as follows:

AGREEMENT

Section 1. The foregoing recitals are true and correct.

Section 2. Section 17 of the Agreement is hereby revised to read as follows:

SECTION 17. Hold Harmless.

Each Member Agency agrees to defend, indemnify, and hold harmless the other individual Member Agencies (including their officers, elected or appointed officials, employees, agents, and volunteers) and the Authority (including its officers, elected or appointed officials, employees, agents, and volunteers) from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses and amounts paid in compromise or settlement and reasonable outside legal fees arising from litigation of every nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of or in connection with that individual Member Agency's (including its officers, elected or appointed officials, employees, agents and volunteers) negligent or reckless performance of duties or activities arising under this Agreement or as a result of the management by and operations of the Member Agency providing Emergency Medical Services pursuant to the Agreement.

The Authority shall defend, indemnify, and hold harmless each Member Agency (including the Member Agency's officers, elected or appointed officials, employees, agents, and volunteers) from any and all claims, damages, losses, expenses, fines, penalties, judgments, demands and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses and amounts paid in compromise or settlement and reasonable outside legal fees arising from litigation of every nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of or in connection with the negligent acts, errors, or omissions of the Commission or Board of Chiefs, while acting within the scope of their authority under this Agreement, including but not limited to, claims arising under the Ralph M. Brown Act (Gov. Code § 54950 et seq.), the Political Reform Act (Gov. Code § 81000 et seq.), or Government Code section 1090. This duty to defend, indemnify, and hold harmless only applies to the limited governance functions performed by the Commission or Board of Chiefs. It expressly does not apply to any operational issues

that are performed by the Member Agencies, who are solely responsible for operational activities.

The provisions of this Section 17 shall survive the termination or expiration of this Agreement.

Section 3. Subsection (G)(2)(g) of Section 9 of the Agreement is deleted in its entirety.

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed as of the day and year first above written.

CITY OF SANTEE

By: _____
Marlene D. Best, City Manager

**APPROVED AS TO FORM:
BEST & KRIEGER LLP**

By: _____
Shawn Hagerty, City Attorney

Date: _____

LAKESIDE FIRE PROTECTION DISTRICT

By: 
Donald H. Butz, Fire Chief

**APPROVED AS TO FORM:
MCDUGAL LOVE BOEHMER FOLEY
LYON & MITCHELL**

By: 
Steve Boehmer, General Counsel

Date: May 13, 2023

that are performed by the Member Agencies, who are solely responsible for operational activities.

The provisions of this Section 17 shall survive the termination or expiration of this Agreement.

Section 3. Subsection (G)(2)(g) of Section 9 of the Agreement is deleted in its entirety.

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed as of the day and year first above written.

CITY OF SANTEE

By: Marlene D. Best
Marlene D. Best, City Manager

APPROVED AS TO FORM:
BEST & KRIEGER LLP

By: Shawn Hagerty
Shawn Hagerty, City Attorney

Date: Jun 27, 2023

LAKESIDE FIRE PROTECTION DISTRICT

By: _____
Donald H. Butz, Fire Chief

APPROVED AS TO FORM:
MCDUGAL LOVE BOEHMER FOLEY
LYON & MITCHELL

By: _____
Steve Boehmer, General Counsel

Date: _____