



## **SANTEE-LAKESIDE EMERGENCY MEDICAL SERVICES AUTHORITY**

### **SPECIAL MEETING AGENDA Santee-Lakeside EMS Authority Commission**

**December 20, 2022 – 8:00 A.M.**

#### **Meeting Information**

Board Chambers

Lakeside Fire Protection District, Station 2

12216 Lakeside Avenue, Lakeside, A 92040

- 1. CALL MEETING TO ORDER**
- 2. SWEARING IN OF COMMISSIONER – DUSTIN TROTTER**
- 3. ROLL CALL**
- 4. PLEDGE OF ALLEGIANCE**
- 5. PUBLIC COMMENT** - Any person may address the Commission upon any subject not appearing on the posted agenda, which is within the subject matter jurisdiction of the Authority. Any person may also address the Commission on any items on the posted agenda at the time that matter is discussed, prior to Commission action. Speakers are asked to submit a Speaker Slip form and submit it to the Commission Secretary at the beginning of the Commission meeting or no later than five minutes before the item is to be heard. Speakers are asked to state their name and address and observe a time limit of three (3) minutes.
- 6. ADOPTION OF AN URGENCY ORDINANCE OF THE COMMISSION FOR THE SANTEE-LAKESIDE EMERGENCY MEDICAL SERVICES AUTHORITY ADOPTING A SCHEDULE OF FEES FOR THE RECOVERY OF COSTS FOR EMERGENCY MEDICAL SERVICES, AMBULANCE SERVICES, AND OTHER SERVICES RELATING TO THE PROTECTION OF LIVES (ACTION ITEM)**- The proposed ordinance would establish a schedule of fees for costs related to providing emergency medical services, ambulance services, and other services provided relating to the protection of lives and property. The ordinance provides that the fees will be charged to individuals (both residents and nonresidents) who receive such services from the Authority.
- 7. ADOPTION OF RESOLUTION 22-004 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 (ACTION ITEM)** - The proposed amendment has been put forth for

the Commission to consideration to ensure that the Member Agencies insurance policies coverages are triggered as contractual obligations and ensure that potential claims and liabilities faced by the Santee-Lakeside Emergency Medical Services Authority are within the coverages of the member agencies insurance policies.

## **8. ADJOURNMENT**

**Government Code Section 54953.2 Compliance with ADA** – All meetings are open and public and meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof. If you need special assistance to participate in this meeting, please contact the Commission's Secretary at [info@santeelakesideemsa.org](mailto:info@santeelakesideemsa.org). Please contact the office 48 hours prior to the meeting to allow the Authority time to make reasonable accommodations to ensure accessibility to this meeting.



## **SANTÉE-LAKESIDE EMERGENCY MEDICAL SERVICES AUTHORITY**

**Meeting Date: December 20, 2022**

**Item No: 6**

**Agenda Item Title:** ADOPTION OF AN URGENCY ORDINANCE OF THE COMMISSION FOR THE SANTÉE-LAKESIDE EMERGENCY MEDICAL SERVICES AUTHORITY ADOPTING A SCHEDULE OF FEES FOR THE RECOVERY OF COSTS FOR EMERGENCY MEDICAL SERVICES, AMBULANCE SERVICES, AND OTHER SERVICES RELATING TO THE PROTECTION OF LIVES

**Recommended Action:** Staff is recommending that the Commission conduct a public hearing on the proposed Urgency Ordinance adopting a schedule of fees for the recovery of costs for emergency medical services and adopt the proposed Urgency Ordinance by 4/5 vote of the Commission so that the proposed schedule of fees takes effect immediately.

**Discussion:** Under the Fire Protection District Law of 1987, the Santee-Lakeside Emergency Medical Services Authority ("Authority") may raise additional revenue pursuant to several alternative methods if it finds it does not have adequate revenue available to provide the services that it is empowered to provide including emergency medical services, ambulance services, or any other services relating to the protection of lives and property.

Among these methods, the Authority can charge a fee to recover the cost of any service it provides. Such fees may not exceed the costs reasonably borne by the Authority in providing the service for which the fee is charged.

The attached proposed ordinance would establish a schedule of fees for costs related to providing emergency medical services, ambulance services, and other services provided relating to the protection of lives and property. The ordinance provides that the fees will be charged to individuals (both residents and nonresidents) who receive such services from the Authority. The ordinance provides that the Authority or its designee will send invoices to individuals who have received designated Authority provided services and to their insurance companies, where applicable. Additionally, the ordinance requires the Authority to apply the Authority's policy for waiver and discharge of certain fees.

The Authority may not use fees collected under the proposed ordinance for new construction or acquiring equipment. Administration of the fees consists of tasks including but not limited to tracking the applicable services provided, identification of financially responsible parties, calculation of total fees to be charged, invoicing and collecting payment, processing of waiver requests, and appeals.

To impose a new fee, the Authority must first adopt an ordinance establishing a schedule of fees concerning the covered services. In the ordinary course, prior to adopting a fee, the Commission must publish a notice of its intent to establish a schedule of fees in accordance with Government Code Section 6066. The notice must provide the time and place of the meeting, generally state the matter to be discussed, and include a statement that information related to the cost of services is available.

However, to preserve the continuity of emergency services provided by the newly established Authority, the Authority needs to begin collecting fees for their services immediately to fund its operations and provide lifesaving emergency medical services. If the Authority does not adopt and implement the proposed schedule of fees immediately, the Authority will be unable to continue funding its operations.

Pursuant to Health and Safety Code section 13861(h) and Government Code section 25123(b), the Commission can pass, by 4/5 vote, an Urgency Ordinance to take effect immediately, without a second reading, if it finds that doing so is necessary to immediately preserve public peace, health, or safety.

Adoption of the Ordinance adopting a schedule of fees for the recovery of costs for emergency medical services as an urgency ordinance is appropriate because as noted above, without immediate adoption of the ordinance, the Authority will be unable to continue to provide emergency medical services, ambulance services, and other services relating to the protection of lives and property. Provision of the services provided by the Authority are necessary to immediately preserve public peace, health, or safety, as required by Government Code section 25123(b) for adoption of urgency ordinances.

Attachments: Ordinance No.: 22-001

**ORDINANCE NO. 22-001**

**ADOPTING A SCHEDULE OF FEES  
FOR THE RECOVERY OF COSTS FOR EMERGENCY MEDICAL  
SERVICES, AMBULANCE SERVICES, AND OTHER SERVICES  
RELATING TO THE PROTECTION OF LIVES**

**WHEREAS**, the Santee-Lakeside Emergency Medical Services Authority (“Authority”) has found that it does not have sufficient revenue to provide emergency medical services, ambulance services, and/or other services relating to the protection of lives that it is charged with providing; and

**WHEREAS**, the Authority is authorized under Health and Safety Code Section 13916 to recover its actual costs reasonably borne in providing its services; and

**WHEREAS**, the Authority provides emergency medical services, ambulance services, and other services relating to the protection of lives to both residents living within the geographical area of the Authority and to non-residents working in, visiting or travelling through the geographical area of the Authority; and

**WHEREAS**, the Authority has made a reasonable calculation of the costs it bears in providing emergency medical services, ambulance services, and other services relating to the protection of lives; and

**WHEREAS**, fees established by this ordinance are calculated based on recovering no more than the Authority's actual costs of providing emergency medical services, ambulance services, and other services relating to the protection of lives to each person at an incident for which such services are performed by the Authority; and

**WHEREAS**, California Health and Safety Code section 13861(h) and Government Code section 25123(b) authorizes the Authority to adopt an Urgency Ordinance by a four-fifths (4/5) vote where necessary to protect the public health, safety, and welfare without following the procedures otherwise required prior to adoption of a fee ordinance; and

**WHEREAS**, to preserve the continuity of emergency services provided by the newly established Authority, the Authority needs to begin collecting fees for their services immediately to fund its operations and provide lifesaving emergency medical services. If the Authority does not adopt and implement the proposed schedule of fees immediately, the Authority will be unable to continue funding its operations; and

**WHEREAS**, provision of the services provided by the Authority are necessary to immediately preserve public peace, health, and/or safety, as required by Government Code section 25123(b) for adoption of urgency ordinances.

**NOW, THEREFORE**, the Commission of the Santee-Lakeside Emergency Medical Services Authority hereby ordains as follows:

## **SECTION 1. STATUTORY AUTHORITY**

This ordinance is enacted pursuant to California Health and Safety Code Sections 13910 through 13919.

## **SECTION 2. APPLICABILITY**

This ordinance establishes the cost-recovery fees charged by the Authority in accordance with Health and Safety Code Section 13916. By adopting this ordinance, the Authority is enacting user fees to recover the actual costs associated with providing emergency medical services, ambulance services, and other services relating to the protection of lives.

## **SECTION 3. FEES FOR EMERGENCY MEDICAL SERVICES, AMBULANCE SERVICES, AND OTHER SERVICES RELATING TO THE PROTECTION OF LIVES**

- (a) Fees for emergency medical services, ambulance services, and other services relating to the protection of lives are intended to recover the actual and reasonable costs borne by the Authority in providing such services to each person are established in the amounts specified in Exhibit "A," attached hereto and incorporated herein.
- (b) Fees for emergency medical services, ambulance services, and/or other services relating to the protection of lives shall be charged to each person who receives such Authority provided services.

## **SECTION 4. FEE COLLECTION**

- (a) If the Authority provides emergency medical services, ambulance services, and/or other services relating to the protection of lives to a person, the Authority, or its designee, will send an invoice seeking payment of the appropriate fee(s) to the person who received the service and to the insurance company that provides insurance coverage for the person (the "insurer"), if the person, or his or her representative, has identified to the Authority the insurer to which the invoice should be sent.
- (b) The Authority, or its designee, will apply the Authority's policies and procedures for invoicing, billing, and receiving payments for each fee charged under this ordinance.

## **SECTION 5. ADMINISTRATION OF THE FEES**

The Authority, or its designee, may delegate to any public or private entity all or some of the tasks required for the administration of the fees. Administration of the fees will consist of tasks including, but not limited to, tracking of applicable services provided by the Authority, identification of financially responsible parties, calculation of total fees to be charged, invoicing and payment collection, and the processing of waiver requests and appeals.

## **SECTION 6. NO EFFECT ON SERVICES BASED ON ABILITY TO PAY**

Emergency medical services, ambulance services, and/or other services relating to the protection of lives will continue to be provided without regard to whether a person is insured

by an insurer, without regard to whether a person has the ability to pay the fee(s), and without regard to whether a person has or has not paid the fee(s) in the past.

#### **SECTION 7. NO WAIVER OF OTHER MEANS OF COST RECOVERY**

This ordinance does not preclude the Authority from recovering its emergency response costs in any other manner authorized by law.

#### **SECTION 8. SEVERABILITY**

If any fee or provision of this ordinance is held invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining fees or provisions, and the Commission declares that it would have adopted each remaining part of this ordinance irrespective of any such invalidity.

#### **SECTION 9. EFFECTIVE DATE**

Pursuant to Section 25123(b) of the Government Code of the State of California, the Ordinance shall take effect and be in full force and effect immediately upon its passage.

#### **SECTION 10. PUBLICATION**

The Clerk of the Commission shall cause this Ordinance to be published in accordance with the requirements of Section 25124 of the Government Code of the State of California.

*PASSED and ADOPTED by the Commission of the Santee-Lakeside Emergency Medical Services Authority, County of San Diego, State of California, on the 20th Day of December 2022, by the following vote:*

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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Laura Koval  
Chairperson

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Janise Bocskovits  
Secretary of the Commission

Attachments: Exhibit "A," Schedule of Fees

# Exhibit A

## **SANTEE-LAKESIDE EMS AUTHORITY AMBULANCE TRANSPORT FEES.**

The following fees shall be charged for ambulance services provided by the Santee-Lakeside EMS Authority for residents and non-residents:

<b>Description</b>	<b>Fee</b>
Resident Ambulance Transport	\$900.00
Non-Resident Ambulance Transport	\$2,700.00
Non-Transport (Treat & Release)	\$150.00
Mileage	\$41.00/mile (minimum 1 mile)
Oxygen	\$65.00
Night Charge (1900-0700)	\$40.00
*Standby Charge	\$235/hour

\*Standby charge is the ambulance “unit per hour” operational cost based upon fiscal year 2022/2023 financial data as presented in the CPSM financial report on November 17, 2022. Standby charges may include, but are not limited to: Event standby; Pre-arranged upstaffing; and, Ambulance offload times at hospitals exceeding 30-minutes in duration.

The established fees shall take effect January 1, 2023. Fees will be subject to a 3.0% increase annually beginning on January 1<sup>st</sup> of each calendar year.





## **SANTEE-LAKESIDE EMERGENCY MEDICAL SERVICES AUTHORITY**

**Meeting Date: December 20, 2022**

**Item No: 7**

Agenda Item Title: ADOPTION OF RESOLUTION 22-004 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

**Recommended Action:** Staff is recommending that the Commission adopt Resolution 22-004 of the Commission of the Santee-Lakeside Emergency Medical Services Authority to First Amendment to Santee-Lakeside Emergency Medical Services Authority Joint Exercise of Powers Agreement which amends Section 17 of the Agreement relating the indemnity/hold harmless obligations of the member agencies.

**Discussion:** On or August 23, 2022 the member agencies entered into the Santee-Lakeside Emergency Medical Services Authority Joint Exercise of Powers Agreement ("Agreement") in order to permit the joint exercise of certain powers both member agencies have in common.

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 the member agencies.

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 member agency 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 member agencies concur with the amendment.

The amendment has been approved by the member agencies by at least a two-thirds vote or will be ratified by the member agencies in conformance with the terms and conditions of the Agreement.

The First Amended Agreement modifies Section 17 of the Agreement relating to the member agencies hold harmless/indemnity obligations. The proposed amendment to Section 17 of the Agreement states as follows:

***SECTION 17. Hold Harmless.***

Each Member Agency agrees to defend, indemnify and hold harmless the other Member Agency (including its 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 the 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 provisions of this Section 17 shall survive the termination or expiration of this Agreement.

The proposed amendment has been put forth for the Commissions consideration to ensure that the Member Agencies insurance policies coverages are triggered as contractual obligations and ensure that potential claims and liabilities faced by the Santee-Lakeside Emergency Medical Services Authority are within the coverages of the member agencies insurance policies.

Attachments: Resolution No.22-004

## **RESOLUTION NO. 22-004**

### **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 20th Day of December 2022, by the following vote:*

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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Laura Koval  
Chairperson

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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 Amended Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Santee (“Santee”), a California charter city and municipal corporation, and the Lakeside Fire Protection District (“LFPD”) (collectively, “Parties”), organized and existing under the Fire Protection District Law of 1987, Health and Safety Code section 13800 *et seq.*

**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 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 Parties 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 set forth below (“Effective Date”); and

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

**AGREEMENT**

**SECTION 17. Hold Harmless.**

Each Member Agency agrees to defend, indemnify and hold harmless the other Member Agency (including its 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 the 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 provisions of this Section 17 shall survive the termination or expiration of this Agreement.

**IN WITNESS THEREOF**, the Parties hereto have caused this First Amended Agreement 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**

**LAKESIDE FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_  
Marlene Best, City Manager

By: \_\_\_\_\_  
Donald H. Butz, Fire Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_  
Steve Boehmer, General Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_