

**AGREEMENT TO CANCEL JOINT POWERS AGREEMENT  
BETWEEN  
INDIAN VALLEY COMMUNITY SERVICES DISTRICT  
AND  
PLUMAS DISTRICT HOSPITAL  
AND TO  
DISSOLVE THE INDIAN VALLEY AMBULANCE SERVICE AUTHORITY  
AND TO  
TERMINATE THE SPECIAL PARCEL TAX**

This Agreement to Cancel Joint Powers Agreement between Indian Valley Community Services District and Plumas District Hospital and to Dissolve the Indian Valley Ambulance Service Authority and to Terminate the Special Parcel Tax ("Agreement") is made and entered into this \_\_\_\_ day of April 2023, by and between the Indian Valley Community Services District ("IVCSD"), Plumas District Hospital ("PDH") and the Indian Valley Ambulance Service Authority ("IVASA"), all of whom may be referred to herein individually as a "Party" or collectively as the "Parties", with respect to the following

**RECITALS**

**WHEREAS**, on June 2, 1995, IVCSD and the Indian Valley Health Care District ("IVHCD") entered into that certain Joint Powers Agreement between the Indian Valley Community Services District and the Indian Valley Healthcare District ("JPA") pursuant to the Joint Exercise of Powers Act (Gov. Code § 6500 et seq.) which created IVASA; and

**WHEREAS**, the JPA was modified several times; and

**WHEREAS**, IVASA was formed to maintain a viable Advanced Life Support Ambulance Service within the Indian Valley ("Ambulance Service") and which, pursuant to the JPA, has the authority to acquire, maintain and operate Ambulance Service in the area of the designated service area; and

**WHEREAS**, IVASA was also authorized by the voters in the designated service area to levy a special parcel tax for the support of the Ambulance Service ("Parcel Tax"); such Parcel Tax has been levied and is in effect indefinitely; and

**WHEREAS**, IVASA provided the Ambulance Services through various contracts and never employed any employees and never participated in or contracted with the California Public Employees' Retirement System or other public retirement system and therefore has no retirement liability and need not make any apportionment determinations pursuant to California Government Code Section 6508.2; and

**WHEREAS**, on August 12, 2019, the Plumas County Local Agency Formation Commission ("Plumas LAFCo") granted a petition by IVHCD and PDH to consolidate the two entities whereby IVHCD was dissolved and PDH became the successor agency to all rights, responsibilities, properties, contracts, assets and liabilities and functions of IVHCD, including the JPA; and

**WHEREAS**, as a result of the consolidation, IVCSD and PDH modified the JPA on or about December 23, 2019, by entering into that certain Joint Powers Agreement between the Indian Valley Community Services District and the Plumas Hospital District (Fourth Modified) ("Fourth Modified JPA" and together with the JPA the "JPA"), a copy of which is attached here as Attachment 1; and

**WHEREAS**, as a result of the consolidation, IVASA does not provide the Ambulance Service, PHD currently provides ambulance service for the consolidated service area and is eligible for a funding formula that makes providing the ambulance service financially cost effective without the Parcel Tax; and



within IVASA's boundaries making it impractical to levy and collect the Parcel Tax; and

**WHEREAS**, IVASA last levied the Parcel Tax in 2020 and did not levy the Parcel Tax in 2021 or 2022; and

**WHEREAS**, IVASA has approximately \$35,000.00 in an account with the Plumas County Auditor and has no other money or non-monetary assets; and

**WHEREAS**, PDH has expended money and paid substantial costs and expenses on behalf of IVASA that exceed \$35,000.00 and for which PDH has not been reimbursed by IVASA; and

**WHEREAS**, aside from money expended by and costs and expenses paid by PDH on IVASA, IVASA has no outstanding debts or obligations;

**WHEREAS**, Paragraph 3 of the JPA provides that the term of the agreement commenced on the date it was executed by the parties to it, would continue unless and until terminated in accordance with Paragraph 9 of the JPA or is canceled or modified by the agreement of the parties and that any modification or cancellation shall be in writing and executed by all parties to it; and

**WHEREAS**, Paragraph 9(A) of the JPA provides that IVASA shall remain in existence until, for whatever reason, it no longer provides the Ambulance Service and that the Parcel Tax shall remain effective and shall be collected only if IVASA provides the Ambulance Service and only if the IVASA remains in existence; and

**WHEREAS**, Paragraph 9(B) of the JPA provides that the agreement shall terminate upon the occurrence of one of several events, including the failure of IVASA to provide ambulance services and with thirty (30) days written notice to the other party or IVASA, as appropriate and with an opportunity to cure, correct or explain; and

**WHEREAS**, Paragraph 9(C) of the JPA provides that on termination of the JPA and dissolution of the IVASA any assets transferred to the IVASA by the parties to the JPA shall be the property of that entity who transferred the asset(s) and shall be transferred back to that entity; and

**WHEREAS**, Paragraph 9(D) of the JPA provides that upon completion of the purpose of the JPA and termination of the JPA, any surplus money on hand shall be returned to the parties in proportion to the contributions made; and

**WHEREAS**, because IVASA does not provide the Ambulance Services, PDH does provide ambulance services throughout its service territory and is able to do so without the need for the Parcel Tax, the Parcel Tax has not been levied since 2020 and cancellation of the JPA and dissolution of IVASA will have no negative impact on ambulance service in the Indian Valley, the Parties desire to cancel the JPA, dissolve IVASA, and terminate and no longer levy or collect the Parcel Tax; and

**WHEREAS**, the most expedient way to cancel the JPA, dissolve IVASA and terminate and no longer levy or collect the Parcel Tax is by agreement of the Parties.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and obligations contained herein, the Parties do hereby enter into this Agreement.

### **AGREEMENT**

1. The Parties agree that each of the above Recitals is true and correct.
2. The Parties agree that as of the date this Agreement is made and entered into the JPA is cancelled, IVASA shall be dissolved, and the Parcel Tax shall terminate and no longer be in effect, levied or collected.
3. The Parties agree that PDH shall provide a copy of this Agreement to Plumas County, the Plumas County Tax Collector and to Plumas LAFCo to inform them that the JPA has been cancelled, IVASA has been dissolved and that the Parcel Tax has been terminated and shall not be effective, levied or collected in the future.

the Section 9(C) of the JPA.

5. The Parties agree that aside from the money expended by and costs and expenses paid by PDH on behalf of IVASA that have not been reimbursed to PDH, IVASA has no outstanding deb or obligations.
6. The Parties agree that all money held by on account for IVASA, which is approximately \$35,000.00 in an account with the Plumas County Auditor, shall be distributed to PDH in full satisfaction of the money expended by and costs and expenses by PDH on behalf of IVASA and that after such payment IVASA will have no surplus money to be returned pursuant to the Section 9(D) of the JPA.
7. The Parties agree that PDH shall provide a copy of this Agreement to the Plumas County Auditor and this Agreement shall serve as instructions to and authorization for the Plumas County Auditor to immediately distribute all money it has on account for IVASA to PDH.
8. The Parties agree that IVASA provided the Ambulance Services through various contracts and never employed any employees and never participated in or contracted with the California Public Employees' Retirement System or other public retirement system and therefore has no retirement liability and need not make any apportionment determinations pursuant to California Government Code Section 6508.2.
9. The Parties agree that PDH is authorized to take or complete any action on half of the Parties that hasn't been specifically identified or addressed in this Agreement and which are necessary to accomplish the purposes of this Agreement.

**Indian Valley Community Services District**

By: \_\_\_\_\_  
Its: President of the Board

Dated: \_\_\_\_\_

**Plumas District Hospital**

By: \_\_\_\_\_  
Its: President of the Board

Dated: \_\_\_\_\_

Approved by:

**Indian Valley Ambulance Service Authority**

By: \_\_\_\_\_  
Its: President of the Board

Dated: \_\_\_\_\_

Approved as to Form:

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

Dated: \_\_\_\_\_

Steven C. Gross, General Counsel

Plumas District Hospital

Attachment 1

Joint Powers Agreement  
between the  
Indian Valley Community Services District  
and the  
Plumas Hospital District  
(Fourth Modified)