

AMENDMENT NO. 1 TO THE FIRST AMENDED AND RESTATED WHEATLAND FIRE AUTHORITY JOINT POWERS AGREEMENT

This Amendment No. 1 to the First Amended and Restated Wheatland Fire Authority Joint Powers Agreement (“Restated Agreement”) between the City of Wheatland, a municipal corporation (“City”), and Plumas-Brophy Fire Protection District, a fire protection district ("District"), collectively the parties (the “Parties”), is made and entered into effective July __, 2025, and is based on the Recitals and matters set forth herein.

RECITALS

- A. The Parties entered into a Joint Powers Agreement on January 1, 2006, to create the Wheatland Fire Authority (“Authority”) and coordinate the provision of Fire Protection Services in the Wheatland/Plumas-Brophy Area, and to jointly exercise the common powers of the Parties regarding Fire Protection Services.
- B. In May of 2010, the Parties amended and restated the Joint Powers Agreement to extend the term of the Joint Powers Agreement and allocate the responsibility of Fire Code enforcement activities in the City to the Authority.
- C. The Parties now wish to amend the Restated Agreement to adjust the budgetary contributions of the Parties and to make minor a clarification pertaining to the Authority facilities.

In consideration of the recitals contained herein, the Parties agree to amend the Restated Agreement as follows:

1. Amendment to Section 3.9, Authority Facilities. Section 3.9 of the Restated Agreement is hereby amended as follows:

Authority Facilities. All facilities, buildings, structures, vehicles, apparatus, equipment and other property constructed or acquired by the Authority shall be held in the name of the Authority and for the benefit of the Authority in accordance with the terms of this Agreement. A Party’s facilities, buildings, structures, vehicles, apparatus, equipment and other property as listed on Exhibit A of the 2006 Joint Powers Agreement shall continue to be that Party’s property; however, during the term of this Agreement, that Property will be used by the Authority for the purposes of this Agreement, and the common property of the Parties as listed on Exhibit A of the 2006 Joint Powers Agreement will be used by the Authority during the term of this Agreement. Authority shall be responsible for the costs of operating and maintaining such property, including utilities. Any improvements or upgrades to a Party’s property that require a building permit shall be the responsibility of the owner of the property.

2. Amendment to Section 5.2, Budget. Section 5.2 of the Restated Agreement is hereby amended as follows:

Budget. Prior to the commencement of each Fiscal Year, the Board shall adopt a budget for expenditures and revenues of the Authority under this Agreement for the ensuing fiscal year. The budget shall comply with sections 5.2 and 5.7. Each Party shall be provided with a copy of the proposed budget at least 30 days before the Authority’s Board of Directors' approval of such budget. Within this 30-day period, each Party shall have the opportunity to review the proposed budget, agree to the required contribution and submit comments on the proposed budget to the Authority. The Board will

not adopt a budget which commits either Party to a contribution which exceeds the annual contribution amount budgeted by each Party.

3. Amendment to Section 5.3, Party Contributions. Section 5.3 of the Restated Agreement is hereby amended as follows:

5.3.1 Each Party shall contribute the following amounts for the operation of the Authority:

	City	District	Total
FY 2025-26	50%	50%	100%
FY 2026-27	58%	42%	100%
FY 2027-28	61%	39%	100%

Beginning in Fiscal Year 2028-29, each Party shall contribute to the Authority an amount proportionate to the Party's share of expenses under the approved budget. This share of expenses shall be based upon the percentage of the emergency calls allocated to each Party compared to the total number of emergency calls responded to by the Authority in the prior calendar year.

5.3.2 Each Party agrees to pay the Authority its proportionate share of the budget expenses in accordance with section 5.3.1. The Authority shall submit to each Party an annual invoice providing the calculation of the Party's proportionate share of the budget for that fiscal year. Each Party will determine whether it will pay its proportionate share in either one annual payment (due in July) or two semi-annual payments (due on July 15 and January 15). Each Party shall pay to the Authority the amount owed in a timely manner.

Except as specifically modified by the terms of this Amendment, the provisions of the Restated Agreement are unchanged and remain in full force and effect.

CITY OF WHEATLAND

**PLUMAS-BROPHY FIRE PROTECTION
DISTRICT**

Mayor

Chair

Attest:

Attest:

City Clerk

Secretary

Approved as to form:

Approved as to form:

City Attorney

Attorney for District