

JOINT POWERS AGREEMENT

TO ESTABLISH, OPERATE, AND MAINTAIN A REGIONAL, INTEGRATED
EMERGENCY MEDICAL SERVICE and AMBULANCE TRANSPORTATION OPERATIONS
AUTHORITY AND TO CONTRACT
FOR DISPATCH SERVICES

THIS AGREEMENT, dated for convenience September 1, 1996, and amended on September 23, 2015 and again on January 1, 2018 by and among agencies providing fire protection, and hospital emergency medical services which have filed an executed, certified resolution approving this Agreement with the governing board of the agency established by this Agreement (hereinafter "Member Agencies"), is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article I, Sections 6500 and 6523.10 (a), (b) and (c) et seq. of the California Government Code relating to joint exercise of powers.

RECITALS

WHEREAS, it is to the mutual benefit and in the best public interest of the parties hereto to join together to establish this Joint Powers Agreement to accomplish the purposes hereinafter set forth; and

WHEREAS, the Member Agencies have each determined that there is a need to provide for a coordinated prehospital emergency medical service, patient/ambulance transportation services and coordinated treatment/care with hospital services on a group rather than an individual basis; and

WHEREAS, the Member Agencies have also determined that there's a need to jointly contract for dispatch services; and

WHEREAS, Article I, Chapter 5, Division 7, Title 1, Section 6500 et seq. and 6523.10 of the Government Code permits two or more public agencies and a non-profit hospital located in El Dorado County jointly to exercise any power common to the contracting parties; and

WHEREAS, it appears economically practical for the parties hereto to join together for the purpose of providing prehospital emergency medical service and patient transportation services and to jointly contract for dispatch services;

NOW, THEREFORE, for and in consideration of the mutual covenants herein and of the mutual benefits to be derived therefrom, each of the parties hereto agrees as follows.

1. CREATION

Pursuant to Section 6500 and 6523.10 et seq. of the Government Code, there is hereby created an entity, separate and apart from the

Member Agencies, to be known as the "El Dorado County Emergency Services Authority" (hereinafter "JPA"). The Member Agencies are:

CAMERON PARK COMMUNITY SERVICES DISTRICT FIRE DEPARTMENT
DIAMOND SPRINGS-EL DORADO FIRE PROTECTION DISTRICT
EL DORADO COUNTY FIRE PROTECTION DISTRICT
EL DORADO HILLS COUNTY WATER DISTRICT FIRE DEPARTMENT
GARDEN VALLEY FIRE PROTECTION DISTRICT
GEORGETOWN FIRE PROTECTION DISTRICT
MOSQUITO FIRE PROTECTION DISTRICT
PIONEER FIRE PROTECTION DISTRICT
RESCUE FIRE PROTECTION DISTRICT
CAL Fire - Amador - El Dorado Unit (ECC)
MARSHALL MEDICAL CENTER

2. PURPOSE

Until this Agreement is amended to provide additional services, the purpose of the JPA is to provide: (1) operational assistance to Member Agencies for a coordinated County-wide, fully integrated pre-hospital emergency care, patient/ambulance transportation services, and hospital emergency medical services ; and (2) a coordinated dispatch system or to contract for such a system. The prehospital emergency service to be provided by the JPA is more fully described on the attached Exhibit "A". The dispatch service is more fully described on the attached Exhibit "B". If additional services are provided under the procedure described above, such additional services shall be attached as further Exhibits hereto.

No additional services shall be provided by the JPA unless the Member Agencies unanimously adopt a resolution specifying the additional services to be provided and specifying the allocation of costs for providing the services. The resolutions shall be filed with the JPA and agendized at the next regular meeting of the JPA. No action is required by the JPA to add the additional services other than to verify that the resolutions have been adopted by all of the Member Agencies. The action of the JPA verifying the resolutions and specifying the additional services shall be appended to this Agreement.

3. POWERS

The JPA shall have and may exercise all rights and powers, expressed or implied, necessary to carry out the purposes and intent of this Agreement, including, but not limited to, the following powers:

- (a) To acquire any property within the JPA by any means, to hold, manage, occupy, dispose of, convey and encumber the property, and to create a leasehold interest in the property for the benefit of the JPA.

- (b) To appoint an Executive Director and other necessary employees, to define their qualifications and duties, and to provide a pay schedule for performance of their duties.
- (c) To employ counsel.
- (d) To enter into and perform all necessary contracts pursuant to Article 53 (commencing with Section 20810) of Part 3 of Division 2 of the Public Contract Code.
- (e) To adopt a seal and alter it at pleasure.
- (f) To adopt ordinances following the procedures of Article 7 (commencing with Section 25120) of Chapter 1 of Part 2 of Division 2 of Title 3 of the Government Code.
- (g) To establish and enforce rules and regulations for the administration, operation, and maintenance of emergency medical services and ambulance services pursuant to Division 2.5 of the Health and Safety Code (commencing with Section 1797).
- (h) To enter joint powers agreements pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code and Section 6523.10 (a), (b), and (c) of the Government Code.
- (i) To provide insurance pursuant to Part 6 (commencing with Section 989) of Division 3.6 of Title 1 of the Government Code.
- (j) To enter into contracts with the Member Agencies or other entities to provide the authorized services of the JPA.
- (k) To sue and be sued.

4. GOVERNING BOARD

The JPA shall be administered by its Governing Board (hereinafter "Board"). The governing Board shall be made up of the Fire Chief of the member agencies and for Marshall Medical Center (MMC) they shall appoint an employee at the Executive Director level or above who will then be confirmed by the majority vote of the JPA Board. When a member Chief and/or MMC designee is unable to attend a regularly scheduled meeting those Board Members shall designate an alternate to act in his or her place. The Board may do and perform all acts which are necessary to accomplish the purposes set forth above. Each Board member , or his or her alternate, shall have one (1) vote.

5. MEETINGS OF THE BOARD AND OFFICERS

- (a) The Board shall normally meet on a monthly basis.

(b) All meetings of the Board, including regular, adjourned regular, and special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Sections 54950, et seq.).

(c) The presence of a majority of the representatives to the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. Approval of motions presented to the Board for action shall require approval of a majority of the entire Board in accordance with the power as described in this document.

(d) The Board shall elect a Chairperson, a Vice Chairperson at its first meeting, and thereafter in each succeeding calendar year, and the Board shall elect or re-elect its Chairperson and Vice Chairperson for immediate assumption of office. In the event that the Chairperson or Vice Chairperson so elected ceases to be a representative to the Board, the resulting vacancy shall be filled at the next meeting of the Board held after such vacancy occurs. In the absence or inability of the Chairperson to act, the Vice Chairperson shall act as Chairperson.

(e) Each Board member shall file all required conflict of interest forms.

6. TERM

This Agreement shall continue in full force and effect until such time as a two-thirds majority of the Member Agencies determine it is their intent to dissolve the JPA.

7. MEMBERSHIP

Each Member Agency is entitled to the rights and privileges and is subject to the obligations of membership as provided in this Agreement. If two or more Member Agencies consolidate with each other, the successor Member Agency Representatives shall serve on the JPA Board.

8. AUDITING

Pursuant to Government Code §6505.5, there shall be a treasurer for the JPA, which shall be the treasurer for the County, unless otherwise designated by the JPA Board, and said treasurer shall perform the functions and duties set forth in §6505.5, including the preparation of quarterly reports and verification regarding the JPA's funds as set forth in §6505.5(e). There shall be an auditor or controller designated to serve the JPA, which person shall be the same person that serves as the County's controller or auditor; unless otherwise designated by the JPA Board, and such person shall perform those responsibilities set forth in Government Code Section 6505 and 6505.5.

All JPA funds and transactions records shall be open to inspection at any time by the parties hereto, and to the public pursuant to the Public Records Act.

9. FISCAL YEAR

The fiscal year for JPA shall be July 1st through the next June 30th.

10. BUDGET

The Board shall adopt a budget for each fiscal year in accordance with the provisions set forth in Health and Safety Code Sections 13890 and following; provided, however, that adoption of the budget shall further require a two-thirds affirming vote of the individual elected boards of the Member Agencies. The Member Agency contributions for dispatch services shall be established prior to the beginning of the fiscal year so the Member Agencies may adequately plan for the dispatch payments during the Member Agencies' budget adoption process.

11. MEMBER CONTRIBUTIONS

Prehospital emergency services and patient transportation services shall be funded through a contract with the El Dorado County Service Area No. 7. Dispatch services shall be funded through Member Agency contributions on a percentage use basis, unless otherwise agreed to by a two-thirds vote of the Member Agencies. The Member Agencies shall pay such costs within sixty (60) days from invoice.

12. DEBTS AND OBLIGATIONS

The debts, liabilities and obligations of JPA shall not be the debts, liabilities and obligations of the Member Agencies.

13. MEDIATION AND ARBITRATION

In the event of a dispute between the JPA and a Member Agency(s), or between Member Agencies, which cannot be satisfactorily resolved by those parties, said dispute may be brought to the JPA Executive Director to help facilitate communication and understanding between the parties with the hope of resolving the dispute at the lowest level possible. If the dispute still remains unresolved, it may be submitted for a formal arbitration by a panel of three arbitrators pursuant to the rules of the American Arbitration Association. The panel of arbiters shall consist of one arbiter appointed by the governing body of the JPA and one arbitrator appointed by the Member Agency(s) with whom the dispute exists and the third arbitrator shall be appointed by mutual consent of the other two arbitrators. The Arbitration panel shall resolve the dispute in accordance with the terms of this Agreement. Costs of arbitration shall be paid by the

party against whose favor the arbitration, or any subsequent legal action arising out of the arbitration is found.

14. WITHDRAWAL

Provided that all of its financial obligations to the JPA have been met, any Member Agency may withdraw as a party to this Agreement as follows:

- (a) September 30 (11:59 P.M.), annually, shall be the only day and month on which a withdrawal shall take effect.
- (b) Notice of such withdrawal shall be in writing and addressed to each Member Agency and to the JPA Board.
- (c) Notice shall be received by the JPA no less than ninety (90) days prior to the effective date of such withdrawal.
- (d) Unless otherwise agreed at the time the interest or asset is acquired, no withdrawing Agency shall be entitled to any payment for its interests or assets upon withdrawal. Withdrawal of a Member Agency shall not cancel or forgive any debt or financial obligations of the Member Agency to the JPA.

15. HEARING AND ACTION PROCEDURES

This section of the Bylaws establishes the procedures to be followed when one or more Member Agencies bring forward allegations of improper conduct against another Member Agency(s). In addition, it establishes a progressive manner by which actions and non-actions are to be taken.

- (a) Initiation: Proceedings for bringing an action against a Member Agency(s) for improper conduct shall begin with the Agency(s) initiating the hearing process providing the JPA Executive Director with a written report outlining in specific detail the facts warranting a hearing to be held by the Board of Directors.
- (b) Notice and Hearing by the JPA Board of Directors: Upon receipt of the report from the JPA executive Director, the JPA Board of Directors shall hold a hearing on the matter at which hearing the affected Member Agency(s) shall have the right to offer written and oral testimony. The JPA Board of Directors shall give the Member Agency(s) at least thirty (30) days prior notice of the hearing, and shall provide Member Agency(s) with a copy of the written report and all other pertinent documents and materials that will be presented at the hearing.
- (c) Recommendations of the JPA Board of Directors: At the close of the hearing, the JPA Board of Directors shall determine by a two-thirds vote whether or not there is sufficient cause to take action. If the Board of Directors find that action is needed to remedy the improper conduct, it is to be carried out in a progressive manner that is fair, consistent with past practice, and not greater than what is

necessary to prevent future occurrences. Actions available to the Board of Directors include: taking no action, a verbal counseling, letter of counseling, temporary suspension and termination of contract and termination of membership in the JPA. To temporarily suspend, terminate a provider contract and/or membership from the JPA membership, the improper conduct must be severe with repeated occurrences and beyond any reasonable hope of correcting the behavior. The JPA Board of Director's decision is final. A written notice of the decision is to be provided to the Member Agency(s) within ten (10) working days.

16. DISSOLUTION

This Agreement may be terminated in its entirety upon the adoption of a resolution of dissolution by two-thirds of the total number of votes of the Member Agencies. No assets may be divided or returned until all outstanding obligations have been resolved or a paid-up contract has been adopted which will remove further obligations from the JPA. Such contract may be for the Member Agency to accept responsibility for any outstanding claims. Disposition of the remaining assets will then be made in proportion to the contributions of the remaining Member Agencies for the fiscal year of dissolution. Withdrawal of a Member Agency shall not terminate the JPA until and unless two-thirds of the Member Agencies have withdrawn from the JPA.

17. NEW MEMBER AGENCIES

Upon the approval of the JPA Board, an eligible agency with like powers and/or qualifying per Section 6523.10 (a), (b), and (c) of the Government Code may become a Member Agency of JPA upon approval of this Agreement by the majority vote of the Governing Board of the JPA and upon filing of an executed, certified copy of the resolution providing such approval with the Governing Board of the JPA. The JPA Board may establish a fair share capitalization fee for new member agencies.

18. AMENDMENT

This Agreement may be amended by resolution with the concurrence of two-thirds of the Member Agencies, provided that no amendment approved by less than unanimous consent shall obligate a Member Agency to fund or be responsible for providing a service unless the Member Agency consents to funding and providing such service.

19. ORIGINAL COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement.

EXHIBIT "A"

PREHOSPITAL EMERGENCY MEDICAL SERVICES
AND PATIENT TRANSPORTATION SERVICES

- (a) A well defined approach in delivering prehospital service by sub-contracting Fire Protection agencies regardless of jurisdictional boundaries.
- (b) Provide a single billing source for reimbursements.
- (c) Establish uniform Service Area 7 rates in cooperation with the County.
- (d) Work in cooperation with the El Dorado County EMS Agency and the EMS Medical Director to assure compliance with state and local EMS standards as defined in Title 22, Division 9, Prehospital Emergency Medical Service.
- (e) Establish Service Area 7 ambulance deployment in cooperation with the County.
- (f) Provide patient transportation services.

EXHIBIT "B"

DISPATCH SERVICES

- (a) Establish a contract with an agency to provide dispatch services.

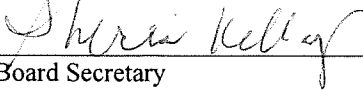
- (b) Annually review and approve the member cost formula as a part of the budget adoption process.

IN WITNESS WHEREOF, the Governing Board of each of the parties identified herein has duly approved this Agreement by filing with the Board an executed, certified copy of its duly adopted authorizing resolution.

CAMERON PARK COMMUNITY SERVICES DISTRICT/CAMERON PARK FIRE DEPARTMENT FIRE DISTRICT

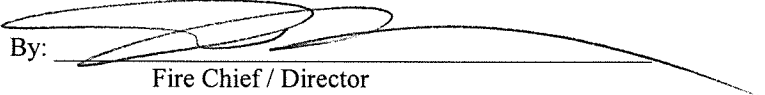
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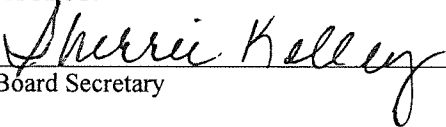
By: 
Fire Chief / Director

ATTEST:

Board Secretary

DIAMOND SPRINGS/EL DORADO FIRE PROTECTION DISTRICT

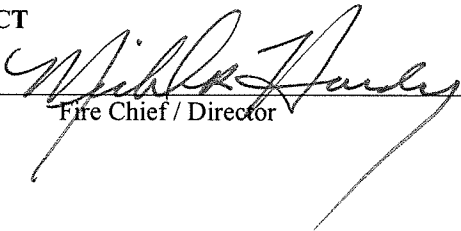
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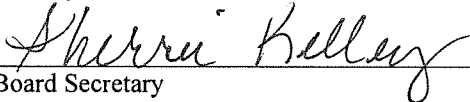
By: 
Fire Chief / Director

ATTEST:

Board Secretary

EL DORADO COUNTY FIRE PROTECTION DISTRICT

Date: 01/03/2018

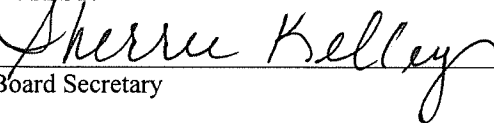
By: 
Fire Chief / Director

ATTEST:

Board Secretary

EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPARTMENT)

Date: 7/13/2017

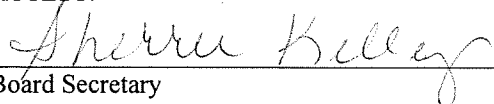
By: 
Fire Chief / Director

ATTEST:

Board Secretary

GARDEN VALLEY FIRE PROTECTION DISTRICT

Date: 12-20-17

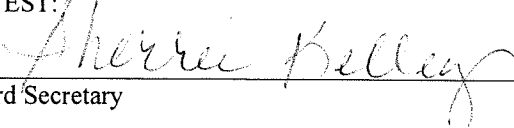
By: 
Fire Chief / Director

ATTEST:

Board Secretary

GEORGETOWN FIRE DISTRICT

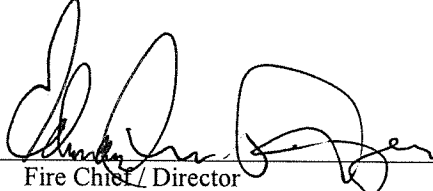
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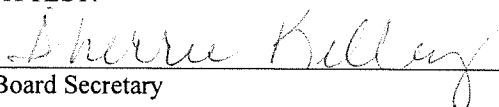
By: 
Fire Chief / Director

ATTEST:

Board Secretary

MOSQUITO FIRE PROTECTION DISTRICT

Date: 12/20/2017

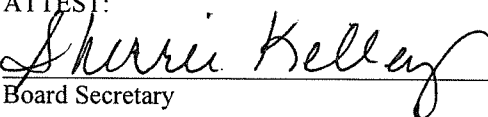
By: 
Fire Chief / Director

ATTEST:

Board Secretary

PIONEER FIRE PROTECTION DISTRICT

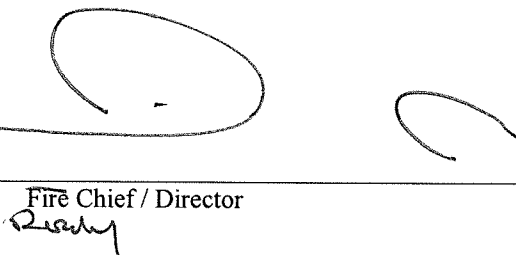
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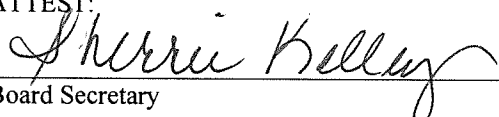
By: 
Fire Chief / Director

ATTEST:

Board Secretary

RESCUE FIRE PROTECTION DISTRICT

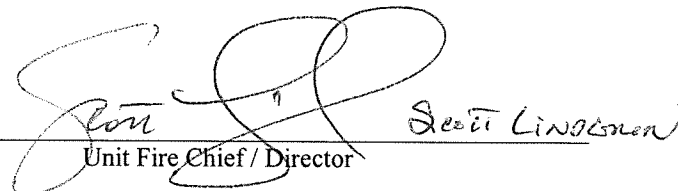
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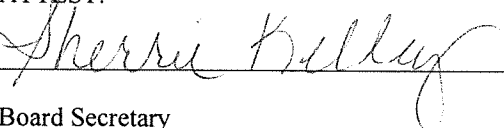
By: 
Fire Chief / Director
Reamy

ATTEST:

Board Secretary

CAL FIRE - AMADOR - EL DORADO UNIT (ECC)

Date: 1/17/18

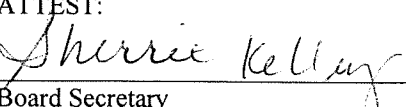
By: 
Unit Fire Chief / Director
Scott Lindgren

ATTEST:

Board Secretary

MARSHALL MEDICAL CENTER

Date: 1/17/18

By: 
Representative

ATTEST:

Board Secretary