

A JOINT EXERCISE OF POWERS AGREEMENT FOR THE PURPOSE OF PROVIDING
FOR THE IMPLEMENTATION, OPERATION, AND MANAGEMENT OF AN
EMERGENCY MEDICAL SERVICE SYSTEM IN THE COUNTIES OF ALPINE, AMADOR,
CALAVERAS, AND MARIPOSA, STATE OF CALIFORNIA

THIS AGREEMENT, dated the 21st day of JANUARY, 1981, AMENDED on the 13th day
of MARCH, 1985, the 13th day of JULY, 1988, the 11th day of JANUARY, 1989, the 11th day of
DECEMBER, 1996, the 10th day of JUNE, 1998, and on the 19th day of SEPTEMBER, 2022, by
and between:

COUNTY OF ALPINE

State of California

COUNTY OF CALAVERAS

State of California

COUNTY OF AMADOR

State of California

COUNTY OF MARIPOSA

State of California

RECITALS:

WHEREAS, under the provisions of the Government Code, State of California (Section
6500, et seq.), the parties hereto may jointly exercise powers common to all; and

WHEREAS, there now exists within the area of jurisdiction of the parties hereto a demonstrated need as defined under the Emergency Medical Services Act (PL 93-154) Division 2.5 of Health and Safety Code, and the Highway Safety Act (Section 402(c) of Public Law 89-564 as amended by the Public Law 91-605), to promote the development, accessibility, and provision of emergency medical services to the public; and

WHEREAS, the parties hereto desire to create and participate in the Joint Powers Agency hereinafter established;

WHEREAS, because the County of Stanislaus, a former and original member of the Joint Powers Agency, withdrew from the Joint Powers Agency effective June 30, 2022, the remaining members desire to restate the terms and conditions of this Agreement as a four-member agency;

WHEREAS, the remaining members of the Joint Powers Agreement also desire to change the name of the Joint Powers Agency from the former “Mountain Valley Emergency Medical Services Agency” to the “Mountain Counties Emergency Medical Services Agency”.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to provide unified planning and coordination of an Emergency Medical Service System by and through a Joint Powers Agency and provide, by working through the member counties, for the necessary ongoing operation and management of the Emergency Medical Services System for maximum utilization of equipment, facilities, and service.

ARTICLE II

A. This Agreement shall become effective as of the date executed by the last County hereto, and shall continue in full force and effect until terminated by mutual agreement of the parties hereto. Any county that is a party to this Agreement may withdraw upon one hundred eighty (180) days written notice. A withdrawing county shall not be liable for any liability or indebtedness of the agency, nor shall the withdrawing county have any claim to agency assets. The agency's obligation under Article III.F.3 shall continue with respect to a withdrawing county. A county's withdrawal shall automatically terminate and revoke, respectively, all contracts between the agency and the withdrawing county, and all delegations of authority to the agency by a withdrawing county.

B. Upon termination of this Agreement by all signature counties, any money or assets, except grant-funded equipment in possession of the agency for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement, shall be returned to the counties in proportion to their contributions determined as of the time of termination. All funded equipment shall be disposed of in a manner prescribed by the appropriate grantor agency.

ARTICLE III

EMERGENCY MEDICAL SERVICES SYSTEM ADMINISTRATION

A. Agency

There is hereby created, pursuant to the Joint Exercise of Powers Act, an agency to be known as the Mountain Counties Emergency Medical Services Agency, herein referred to as "Agency." For the purpose specified in this Agreement the Agency shall be an entity separate

from the parties to this Agreement.

B. Board of Directors

1. The Agency shall be governed by a Board of Directors composed of one (1) voting member from each of the four (4) participating county Boards of Supervisors, and they shall serve at the pleasure of their respective Boards.

2. Each county Board of Supervisors shall appoint an alternate voting member who may vote in the place of an absent regular voting member. The alternate Board member need not be a member of the Board of Supervisors.

3. The Board of Directors shall adopt bylaws, rules, and regulations for conducting the business of the Agency.

4. The Agency may employ an Executive Director and fix the salary. The Executive Director shall serve at the pleasure of the Board of Directors. It shall be the responsibility of the Executive Director to employ staff to fill positions established by the Board.

5. The Board of Directors of the Agency shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting in each calendar quarter of a year.

C. Advisory Committees

1. The Board shall establish appropriate Advisory Committees which shall be subject to the Ralph M. Brown Act (Government Code section 54950 et seq.).

2. The Board shall prescribe the qualifications for membership, fix the number and term of membership, and method of appointment, as appropriate.

3. Membership of the Advisory Committees shall be broadly representative of the various interests of the respective committees, including local government, health care providers, professional organizations, medical transport services, public safety agencies, consumers, and others with general or financial interests in the provision of health care. Committee members shall be selected so as to broadly represent the socioeconomic and geographic characteristics of the region.

D. Fiscal Management

The Agency will be responsible for developing and implementing all fiscal procedures for controlling the use and disbursement of Agency funds. All project funds will be deposited with a member-county treasurer.

E. Contracts

In order to achieve the purpose of this agreement, the Agency may make and enter into contracts, including contracts with public and private organizations and individuals, employ agents and employees, secure necessary services and materials in accordance with grant awards, and sue or be sued in its own name.

F. Liability

1. No expenditures shall be incurred in excess of the adopted budget for the operation of the Agency pursuant to the Joint Exercise of Powers Act without prior written approval of each of the member counties.

2. The Agency shall obtain appropriate liability insurance containing limits of liability in such amounts as the Board determines is necessary to cover the risk of liability incurred by the activities of the Agency. The Agency shall cover all Agency employees with

Workers' Compensation Insurance.

3. The Agency agrees to indemnify, defend, and hold harmless, the member counties from and against all claims, damages, losses, and expenses arising out of any activities of the Agency which are for bodily injury, illness or death, personal injuries, and for property damage, including loss of use caused in whole or in part by the Agency's negligent acts or omissions, or that of any agent or employee of Agency or any other person employees, including statutory claims for violation of civil rights, and claims for wrongful discipline or wrongful termination actions by the Agency.

4. The debts, liabilities, and obligations of the Agency shall not be the debts, liabilities, and obligations of the parties to this agreement. This provision is specifically intended to implement Government Code Section 6708.1, which authorizes the parties to avoid joint liability if the parties Joint Powers Agency so provides.

G. Grants

The Agency may apply for and receive State, Federal, local government, and private organizational grants, and may receive contributions or donations from any source of the programs of the Agency as stated herein. The Agency may earn and expend income for activities undertaken for its purposes.

ARTICLE IV

FISCAL

YEAR

For the purpose of this Agreement, the term "fiscal year" shall mean the period from July 1 to and including the following June 30.

ARTICLE V

CLAIMS


All claims against the Agency, including but not limited to claims by public officers and employees for fees, salaries, wages, mileage, or other expenses, shall be filed according to procedures set forth in government code.

ARTICLE VI

AMENDMENTS

This Agreement may be amended at any time by unanimous agreement of the parties hereto.

IN WITNESS WHEREOF, the undersigned counties of the State of California have executed this Agreement upon the respective dates set forth after their signature.

COUNTY OF ALPINE	 _____ Irvin Jim, Chairperson Board of Supervisors	<u>03/21/2023</u> Date of Approval
COUNTY OF AMADOR	_____ Chairperson Board of Supervisors	_____ Date of Approval
COUNTY OF CALAVERAS	_____ Chairperson Board of Supervisors	_____ Date of Approval
COUNTY OF MARIPOSA	_____ Chairperson Board of Supervisors	_____ Date of Approval

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COUNTY OF ALPINE

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF AMADOR

Richard M. Foster
Chairperson
Board of Supervisors

10.11.22
Date of Approval

COUNTY OF CALAVERAS

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF MARIPOSA

Chairperson
Board of Supervisors

Date of Approval

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Chairperson
Board of Supervisors


Date of Approval

COUNTY OF AMADOR

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF CALAVERAS



Chairperson
Board of Supervisors

11/08/22
Date of Approval

COUNTY OF MARIPOSA

Chairperson
Board of Supervisors

Date of Approval

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Chairperson
Board of Supervisors

Date of Approval

COUNTY OF AMADOR

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF CALAVERAS

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF MARIPOSA

Rosemarie Herrera 11-8-22

Chairperson
Board of Supervisors

Date of Approval

APPROVED AS TO FORM:

Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL