

**THIRD AMENDED JOINT POWERS AGREEMENT
TO ESTABLISH, OPERATE, AND MAINTAIN AN
EMERGENCY MEDICAL SERVICES AUTHORITY**

THIS AGREEMENT, dated _____, by and between the City of South Lake Tahoe (“City”), the Lake Valley Fire Protection District (“Lake Valley”), and the Fallen Leaf Lake Community Service District (“Fallen Leaf”) (collectively the “Member Agencies”) is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article I, Sections 6500 et seq. of the California Government Code relating to joint exercise of powers. This Agreement supersedes the Joint Powers Agreement to Establish, Operate, and Maintain an Emergency Medical Services Authority dated November 1, 2000, the Amended Joint Powers Agreement to Establish, Operate, and Maintain an Emergency Medical Services Authority dated January 1, 2007, the amendments thereto (dated January 11, 2016, April 10, 2017, and September 25, 2017), and the Second Amended Joint Powers Agreement to Establish, Operate, and Maintain an Emergency Medical Services Authority (collectively the “Prior Agreements”), and any and all amendments thereto.

RECITALS

WHEREAS, Lake Valley, Fallen Leaf, and City have each determined that there is a need to jointly provide coordinated prehospital emergency medical services within El Dorado County Service Area No. 3; and

WHEREAS, Sections 6502 et seq. of the Government Code permits two or more public agencies jointly to exercise any power common to the contracting parties; and

WHEREAS, each of the contracting parties is empowered by law to provide ambulance and other emergency medical services; and

WHEREAS, it appears economically practical for the parties hereto to join together for the purpose of providing ambulance and other emergency medical services; and

WHEREAS, it is to the mutual benefit of 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 members of the EMS JPA (as hereinafter defined) have elected to amend and restate the Prior Agreements in order to refine and clarify membership and other matters; and

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:

AGREEMENT

1. Creation. This Agreement supersedes the Prior Agreements, which created a joint powers entity, pursuant to Section 6500 et seq. of the Government Code, to be known as “The California Tahoe Emergency Services Operations Authority” (hereinafter “EMS JPA”), separate and apart from the Member Agencies signatory hereto, which EMS JPA shall continue in operation as set forth herein. Except to the extent that its terms are incorporated herein, the Prior Agreements are extinguished by this Agreement. The debts, liabilities, and obligations of the EMS JPA shall not constitute debts, liabilities, or obligations of the parties.

2. Purpose. The purpose of the EMS JPA is to provide:

(a) Ambulance and other emergency medical services within the Tahoe Basin and other portions of the County of El Dorado, as specified by El Dorado County. The actual area of service shall be determined by the applicable service agreement with the County of El Dorado. It is anticipated that the primary service shall be provided within the boundaries of County Service Area No. 3. However, this JPA shall have the authority to provide service outside of this area upon approval by the Board of Directors of EMS JPA. The emergency services to be provided by the EMS JPA are more fully described as follows:

- 1) A well-defined delivery of ambulance and other emergency services regardless of jurisdictional boundaries.
- 2) Provide a single billing source.
- 3) Establish uniform County Service Area 3 rates in cooperation with the County of El Dorado.
- 4) 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.
- 5) Establish Service Area 3 ambulance deployment in cooperation with the County.
- 6) Provide Inter-facility transfers.

(b) A coordinated dispatch system or to contract for such a system.

(c) No additional services shall be provided by the EMS JPA unless this Agreement is amended pursuant to the procedures described in Section 17 of this Agreement and in compliance with applicable law.

3. Powers. The EMS 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, including personal property, within the jurisdictional boundaries of the Member Agencies 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 EMS JPA.

(b) To appoint or employ 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, including contracts with the County of El Dorado, the City, Lake Valley, Fallen Leaf, or other entities or persons to provide the authorized services of the JPA, including mutual aid agreements.

(e) To adopt a seal and alter it at pleasure.

(f) 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), and to provide such services directly or by contract.

(g) To enter joint powers agreements pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code.

(h) To provide insurance pursuant to Part 6 (commencing with Section 989 of Division 3.6 of Title 1 of the Government Code).

(i) To sue and be sued in its own name.

(j) To exercise any and all other powers as may be provided by law necessary to carry out and implement the purposes for which the EMS JPA is established.

4. Governing Board. The EMS JPA shall be administered by its Governing Board (hereinafter "Board"). The Board may do and perform all acts which are necessary to accomplish the purposes set forth above. The Board shall be initially composed of two elected representatives of the City, two elected representatives of Lake Valley, and one elected representative of Fallen Leaf. The Board, by a majority vote of the representatives then appointed, may increase or decrease the number of representatives from any Member Agency provided that no Member Agency shall have less than one representative. Each Member Agency shall appoint an alternate to serve in the absence of their appointed members. Each Member Agency shall notify the EMS JPA of this appointment in writing. Each alternate shall have the authority to attend the meetings of the Board, but shall not participate or vote unless an appointed representative is absent. Each representative or alternate shall serve at the pleasure of the appointing body. Each representative, or in the representative's absence, his or her alternate, shall have one (1) vote. A majority vote shall be required for the adoption of a resolution or ordinance or for any other action, unless otherwise provided by Board bylaws or policies.

5. Meetings of the Board and Officers.

(a) The Board shall hold an organizational meeting as soon after the effective date hereof as is reasonable.

(b) The Board shall hold at least one regular meeting each year, and shall provide for additional regular, adjourned regular and special meetings, as necessary.

(c) 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.).

(d) The Secretary of the EMS JPA shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the Member Agencies.

(e) The presence of a majority of the representatives then appointed 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 all motions presented to the Board for action shall require approval of the majority of the representatives, as then appointed, in accordance with the power as described in this document. Whenever a unanimous vote is required for action, it shall be unanimous by the representatives, as then appointed to the Board.

(f) The Board shall elect a Chairperson, a Vice Chairperson, and a Secretary/Treasurer at its first meeting, and thereafter in each succeeding calendar year. The Board shall elect or re-elect its Chairperson, Vice Chairperson, and Secretary/Treasurer 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.

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

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

All EMS 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.

7. Public Officer Official Bond. The EMS JPA Executive Director, and such other persons as the EMS JPA Board may designate, are hereby designated as the person who shall have charge of all property of the EMS JPA. Pursuant to Government Code Section 6505.1, the EMS JPA shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in form specified by the EMS JPA Board, covering all officers and staff of the EMS JPA who are authorized to hold or disburse funds of the EMS JPA and all officers and staff who are authorized to have charge of, handle, and have access to property of the EMS JPA.

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

9. 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. It is the Member Agencies' intent that contributions from the Member Agencies not be necessary for the provision of the ambulance and other medical services to be provided by EMS JPA. However, to the extent the budget depends upon contributions from Member Agencies, the Board shall attempt to establish and consider such contributions prior to the beginning of the fiscal year so the Member Agencies may adequately plan for the contributions during the Member Agencies' budget adoption process.

10. Member Contributions. Ambulance and other emergency medical services will be funded through a contract with the County of El Dorado and any contributions approved by the Member Agencies.

11 Term. This Agreement shall become effective upon approval by the City, Lake Valley, and Fallen Leaf, and shall continue until terminated as hereinafter provided.

12. Termination of Powers. This Agreement shall continue until rescinded or terminated by agreement of the parties; provided, however, that this Agreement shall not be rescinded or terminated during the term of any agreement with El Dorado County under which the EMS JPA provides prehospital emergency/ambulance services. If the EMS JPA is not the provider of ambulance services in County Service Area 3 after the conclusion of any RFP process, the officers of the EMS JPA shall take all actions necessary for the prompt dissolution of the EMS JPA, at which time this Agreement shall terminate and the EMS JPA shall cease to exist.

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

(a) June 30, 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 EMS JPA Board.

(c) Notice shall be received by the EMS JPA no less than one hundred eighty (180) 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, contributions, 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 EMS JPA.

14. Dissolution. This Agreement may be terminated in its entirety upon the adoption of a resolution of dissolution by two 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 obligation from the EMS JPA. Such contract may be for the parties to accept responsibility for any outstanding claims. Disposition of the remaining property and money will then be distributed among the Member Agencies in proportion to the respective contributions made for the fiscal year of dissolution.

15. New Member Agencies. A non-member agency with like powers may join the EMS JPA upon the approval of the EMS JPA Board by a vote of at least two thirds of all representatives as then appointed to the Board, and agreement to terms and conditions determined by the Board, which terms and conditions may vary from those set forth in the Agreement. The non-member agency shall file with the EMS JPA Board a resolution indicating acceptance of the terms of this Agreement and any other documents as may be required by the EMS JPA Board to demonstrate satisfaction of or agreement to satisfy any conditions imposed by the EMS JPA Board. The addition of the non-member agency shall be effective upon the determination of the EMS JPA Board, as then appointed, that the non-member agency has satisfied or will satisfy all necessary conditions. Any agency which joins the EMS JPA pursuant to this section shall initially have one representative on the EMS JPA Board, provided that the agency's number of representatives may be modified pursuant to Section 4 of this Agreement. Any agency which joins the EMS JPA pursuant to this section shall be considered a "Member Agency" and a party to this Agreement. The EMS JPA Board may establish a fair share capitalization fee for new member agencies.

16. Indemnity. Each Member Agency shall indemnify and hold harmless the other Member Agencies for claims arising from such indemnifying party's performance of its obligations pursuant to the authority granted hereby.

17. Amendment. This Agreement may be amended by a majority vote of the EMS JPA Board, as then appointed, with the concurrence of all Member Agencies as further described below. The EMS JPA Board, shall approve any amendment to this Agreement by a majority vote and cause such amendment to be transmitted to each Member Agency for approval. Any amendment to this Agreement shall become effective upon the filing of certified copies of all resolutions approving the amendment from the Member Agencies with the EMS JPA..

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth herein below.

CITY OF SOUTH LAKE TAHOE

Date: _____

By: _____
Mayor

LAKE VALLEY FIRE PROTECTION DISTRICT

Date: _____

By: _____
President, Board of Directors

FALLEN LEAF COMMUNITY SERVICE DISTRICT

Date: _____

By: _____
President, Board of Directors

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