

SOUTHERN MARIN EMERGENCY MEDICAL-PARAMEDIC SYSTEM
REVISED JOINT POWERS AGREEMENT
TO ESTABLISH, OPERATE AND MAINTAIN IN SOUTHERN MARIN COUNTY
AN EMERGENCY
MEDICAL CARE-PARAMEDIC SYSTEM

THIS REVISED JOINT POWERS AGREEMENT (the "Agreement") is entered into this 2nd. day of February, 2000, by and among the City of Belvedere, City of Mill Valley, City of Sausalito, County of Marin, Southern Marin Fire Protection District, and Tiburon Fire Protection District (collectively referred to as the "Member Agencies") pursuant to the provisions of Government Code Sections 6500 *et seq.*, relating to joint exercise of powers, for the purpose of operating and maintaining an emergency medical care-paramedic system in Southern Marin County.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

A. California Government Code Section 6502 provides that two or more public agencies, by agreement, may jointly exercise any power common to the contracting parties.

B. On December 4, 1979, the Member Agencies entered into a Joint Powers Agreement (the "1979 Agreement") to establish, operate and maintain an emergency medical care-paramedic system for Southern Marin County.

C. The Southern Marin Emergency Medical-Paramedic System previously operated pursuant to a Plan of Operations dated October 1979, which was attached as an exhibit to and incorporated into the Joint Powers Agreement. Effective May 4, 1983, the Member Agencies approved an amendment to the Plan of Operations relating to the determination of rates for paramedic and ambulance service. Effective August 5, 1998, the Member Agencies approved a Revised Plan of Operations which superseded the October 1979 Plan of Operations. Effective February 3, 1999, the Member Agencies approved a Revised Joint Powers Agreement; and the May 4, 1983 amendment to the Plan of Operations ceased to have any further force or effect. Further revisions are being made to the Plan of Operations concurrently with approval of this Agreement. (A copy of the Revised Plan of Operations is attached hereto as Exhibit A to this Agreement and incorporated herein by this reference.)

D. The Board of Directors of the Southern Marin Emergency Medical-Paramedic System (the "Board") previously adopted By-laws governing the conduct of business by the Board. (For ease of reference, a copy of the current By-laws is attached hereto as Exhibit "B" to this Agreement, but is not incorporated into this Agreement.)

E. Each of the Member Agencies is a public agency authorized to engage in fire protection activities and in connection herewith, to provide emergency medical care-paramedic services. The provision of emergency medical care-paramedic services through the joint efforts of the parties will inure to the mutual benefit of the parties and also further the public interest in receiving high-quality, cost-effective governmental services.

TERMS AND CONDITIONS

NOW, THEREFORE, it is hereby agreed by and among the parties as follows:

Section 1. Purpose. Pursuant to Government Code Section 6500 *et seq.* and the 1979 Joint Powers Agreement, the Member Agencies previously have created a public entity separate and apart from the Member Agencies to be known as the Southern Marin Emergency Medical-Paramedic System ("SMEMPS"). The purpose of SMEMPS shall continue to be operation and maintenance of an emergency medical care-paramedic system in Southern Marin County.

Section 2. Member Agencies. The Member Agencies currently include Southern Marin Fire Protection District, Tiburon Fire Protection District, City of Belvedere, City of Mill Valley, City of Sausalito, and the County of Marin. Any other "public agency" as defined in Government Code Section 6500, which is authorized by law to provide emergency medical care-paramedic services, may become a Member Agency of SMEMPS by becoming a signatory to this Agreement on terms and conditions which SMEMPS deems fair and equitable. Addition of one or more new Member Agencies shall require an amendment to this Agreement. Any Member Agency may elect to convert to inactive status upon provision of the required prior notice pursuant to Section 14 of this Agreement.

Section 3. Board of Directors. The governing body for SMEMPS shall be the Board, composed of one (1) representative from each Member Agency. The governing board of each Member Agency shall appoint one (1) representative and one (1) alternate. Each representative or alternate shall serve at the pleasure of the appointing Member Agency. A Member Agency which has elected to convert to inactive status may appoint one (1) *ex officio* representative to serve as a non-voting member of the Board.

Section 4. Officers; By-laws. The Board shall elect a chairperson and a vice chairperson. The Board shall adopt and may amend its By-laws, which shall include, but not be limited to, provisions for the calling and conduct of meetings, for the casting of votes, and for the appointment and employment of officers and employees of SMEMPS. The By-laws shall be attached to this Agreement as an exhibit but shall not be incorporated herein or deemed a part of this Agreement. The By-laws may be amended from time to time by the Board, and shall not require an amendment to this Agreement.

Section 5. Voting Requirements. Any action of the Board shall require the affirmative vote of a majority of the entire voting membership of the Board; provided however, that amendment or termination of this Agreement shall require approval by the governing body of each Member Agency. Adoption of an annual budget and establishment or adjustment of transport fees shall not require an amendment to this Agreement. Ex officio members of the Board may participate in the deliberations of the Board on an advisory basis, but shall not have the right to vote on actions taken by the Board and therefore shall not be included within the voting membership of the Board.

Section 6. Plan of Operations. The Board shall prepare, or cause to be prepared, a "Plan of Operations" which shall include, but not be limited to, provisions for contributions by the Member Agencies of personnel, equipment, property and funds necessary for the operation and maintenance of SMEMPS. The Plan of Operations shall be attached to this Agreement as an exhibit and shall be incorporated herein and be deemed a part of this Agreement. Amendments to the Plan of Operations shall require an amendment to this Agreement.

Section 7. Powers and Duties. SMEMPS shall possess the power to operate and maintain an emergency medical care-paramedic program in Southern Marin County, and may exercise said power in the manner provided in this Agreement and the SMEMPS By-laws. Subject to the provisions of this Agreement and the SMEMPS By-laws, SMEMPS is hereby authorized, in its own name, to do all acts necessary for the exercise of said power, including, but not limited to, the following: To make and enter into contracts; to employ agents or employees; to incur debts, liabilities or obligations which shall not constitute debts, liabilities or obligations of any party to this Agreement; to acquire, lease, hold or dispose of property, apparatus or equipment; to receive gifts, contributions and donations of property, apparatus, equipment, funds, services and other forms of assistance from persons, corporations and any governmental entity.

Section 8. Notice of Agreement. Within thirty (30) days after the effective date of this Agreement, the Board shall cause a notice of agreement to be prepared and filed with the office of the Secretary of State, as required by Government Code Section 6503.5.

Section 9. Treasurer and Auditor. Pursuant to Government Code Section 6505.5, the Treasurer and Auditor of the City of Mill Valley shall act as the Treasurer and Auditor, respectively, of SMEMPS. The Treasurer shall be the depository and have custody of all the money of SMEMPS from whatever source. The Auditor shall draw warrants to pay demands against SMEMPS when the demands have been approved by the Board, or such officer of SMEMPS as may be designated by the Board.

Section 10. Receipts and Disbursements. SMEMPS shall be strictly accountable to its Member Agencies for all funds received by it, and shall render reports of all receipts and disbursements as required by Government Code Section 6505.

Section 11. Official Bonds. The Board shall require officers, employees and agents of SMEMPS to file official bonds to the extent required by Government Code Section 6505.1.

Section 12. Debts, Liabilities and Obligations. No debt, liability or obligation of SMEMPS shall be a debt, liability or obligation of any Member Agency.

Section 13. Exercise of Powers. In exercising its powers hereunder, SMEMPS shall be subject to the restrictions which legally apply to the manner in which the County of Marin may exercise its powers.

Section 14. Inactive Status; Withdrawal; Termination. Any Member Agency may withdraw from this Agreement, convert to inactive status, or be reinstated to active membership by providing six (6) months prior written notice of such action to SMEMPS and to all Member Agencies. This Agreement may be terminated at any time upon the unanimous approval the governing bodies of all Member Agencies. Upon such termination, SMEMPS, to the extent of the assets thereof, shall continue to be responsible for claims arising out of its operations prior to termination. No assets of SMEMPS shall be divided among or returned to the Member Agencies until all outstanding obligations of SMEMPS have been resolved or discharged. Thereafter, all assets of SMEMPS shall be returned to the Member Agencies in proportion to the contributions made.

Section 15. Notices. Any notice to a Member Agency required to be given hereunder shall be sufficient when delivered to the last official address of a Member Agency reported to SMEMPS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first hereinabove written.

CITY OF BELVEDERE

By: Corinne W. Wiley
Corinne W. Wiley, Mayor

Attest:

By: Edmund H. San Diego
Edmund H. San Diego, City Clerk

COUNTY OF MARIN

By: _____
_____, President
Board of Supervisors

Attest:

By: _____
_____, Clerk
Board of Supervisors

CITY OF MILL VALLEY

By: Clifford Waldeck
Clifford Waldeck, Vice-Mayor

Attest:

By: Mary H. Herr
Mary H. Herr, City Clerk

CITY OF SAUSALITO

By: Sandra Bushmaker
SANDRA BUSHMAKER, Mayor

Attest:

By: Jack B. Henderson
Jack Henderson, City Clerk
Deputy Fire Chief

SOUTHERN MARIN FIRE PROTECTION DISTRICT

By: Donnie Anderson
DONNIE ANDERSON, Chairman

Attest:

By: Sharon Valentino
Sharon Valentino, Secretary

TIBURON FIRE PROTECTION DISTRICT

By: Albert H. Harris
ALBERT H. HARRIS, Chairman

Attest:

By: Richard Weinstein
Richard Weinstein, Secretary

APPROVED AS TO FORM:

Craig Labadie
Craig Labadie, General Counsel
Southern Marin Emergency
Medical-Paramedic System