

RESOLUTION NO. 2026-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHERN MARIN EMERGENCY MEDICAL
PARAMEDIC SYSTEM APPROVING AN AMENDED AND RESTATED JOINT POWERS AGREEMENT
AND RECOMMENDING ADOPTION BY MEMBER AGENCIES**

WHEREAS, the Southern Marin Emergency Medical Paramedic System (“SMEMPS”) is a Joint Powers Authority formed by agreement in 1979, and revised effective May 4, 1983, and February 2, 2000 (the “Original JPA Agreements”) pursuant to the California Joint Exercise of Powers Act (Gov. Code §§ 6500 *et seq.*) for the purpose of providing paramedic and pre-hospital emergency medical services throughout and across jurisdictional boundaries by a single, consolidated agency; and

WHEREAS, in 2025, the Board authorized Citygate Associates to conduct a review of SMEMPS’s governance and fiscal processes, in light of agency consolidations, which report recommended updating and modernizing the JPA Agreement (“Citygate Report”); and

WHEREAS, on April 27, 2026, the Board held a duly noticed public meeting to consider approval of an Amended and Restated Joint Powers Agreement (“Agreement”) consistent with the recommendations set forth in the Citygate Report; and

WHEREAS, at the April 27, 2026 meeting, the Board considered and approved the Agreement; and

WHEREAS, at said meeting, the Board also recommended that the Member Agencies’ governing boards approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED as follows:

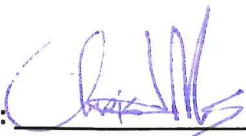
1. The above recitals are true and correct and incorporated as findings herein.
2. The Board approves the Amended and Restated Joint Powers Agreement (“Agreement”) in substantially the form presented, and as modified and approved by the Board during its meeting on April 27, 2026, subject to approval by the governing bodies of the Member Agencies.
3. The Board recommends that the governing bodies of each Member Agency approve and adopt the Agreement as approved by the Board herein.
4. The Board directs the General Counsel to incorporate any modifications to the Agreement as approved by the Board during its April 27, 2026 meeting into the final version of the Agreement for transmission to each Member Agency, together with this Resolution, for approval.
5. The Board authorizes the General Counsel to make minor, non-substantive revisions to the Agreement as necessary to finalize the Agreement.

6. The Board directs the Executive Officer or designee to file the Agreement with the California Secretary of State pursuant to California Government Code section 6503.5 within thirty (30) days of approval of the Agreement by the Member Agencies' governing boards.
7. This Resolution shall become effective immediately upon its adoption.

RESOLUTION PASSED AND ADOPTED, at a meeting of the Board of Directors of the Southern Marin Emergency Medical Paramedic System the 27th day of April, 2026 by the following vote:

AYES: Board of Directors: Kurt, Tucker, Chair Devitt
NOES: Board of Directors: None
ABSTAIN: Board of Directors: None
ABSENT: Board of Directors: None
RECUSED: Board of Directors: None

APPROVED: Jim Devitt
By: James H Devitt
Board of Directors Chair, S MEMPS

ATTEST: 
Chief Tubbs, Executive Officer, S MEMPS

**AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR THE
SOUTHERN MARIN EMERGENCY MEDICAL PARAMEDIC SYSTEM**

This Amended and Restated Joint Powers Agreement for the Southern Marin Emergency Medical Paramedic System (“Agreement”) is made and entered into pursuant to the provisions of the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5, Article 1, Sections 6500 *et seq.*, of the California Government Code as may be amended from time to time, for the joint exercise of powers among the Parties hereto, and amends and restates the original Joint Powers Agreement among the Parties, as set forth below.

RECITALS

- A. The Southern Marin Emergency Paramedic System (“SMEMPS”) is a Joint Powers Authority formed by agreement in 1979, and revised effective May 4, 1983, and February 2, 2000 (the “Original JPA Agreements”) pursuant to the California Joint Exercise of Powers Act (Gov. Code §§ 6500 *et seq.*) for the purpose of providing paramedic and pre-hospital emergency medical services throughout and across jurisdictional boundaries by a single, consolidated agency.
- B. The original member agencies consisted of the Cities of Belvedere, Mill Valley, and Sausalito; the County of Marin; the Southern Marin Fire Protection District; and the Tiburon Fire Protection District.
- C. The current member agencies of SMEMPS are the County of Marin, the Tiburon Fire Protection District, the Southern Marin Fire Protection District, and the City of Belvedere as an inactive, non-voting member.
- D. On July 1, 2023, the City of Mill Valley’s Fire Department was consolidated with and annexed by the Southern Marin Fire Protection District, whose services include the provision of paramedic ambulance and pre-hospital emergency medical services, and as such, the City of Mill Valley ceased to be an independent member agency of SMEMPS at that time.
- E. On June 26, 2012, the City of Sausalito Fire Department was consolidated with and annexed by the Southern Marin Fire Protection District, whose services include the provision of paramedic ambulance and pre-hospital emergency medical services, and as such, the City of Sausalito ceased to be an independent member agency of SMEMPS at that time.
- F. In 1981, the City of Belvedere contracted with the Tiburon Fire Protection District, whose services include paramedic ambulance and pre-hospital emergency medical services, and as such, the City of Belvedere is not included as a non-voting, inactive member under this Agreement.
- G. Under an agreement with the County of Marin Local Emergency Medical Services Agency, SMEMPS is the authorized provider of paramedic and pre-hospital emergency medical care for Marin County Paramedic Service Area D (“Service Area D”), which area encompasses the jurisdictional boundaries of the member agencies; SMEMPS also provides rescue emergency response services to the Southern Marin area.

- H. Since its founding, SMEMPS has provided responsive, high-quality paramedic ambulance and pre-hospital emergency medical services meeting the best practices for patient care and level of service to the Southern Marin County, California community, and the member agencies desire to continue and secure these services for the future.
- I. Each member agency is located in contiguous geographic proximity with similar ambulance and pre-hospital emergency medical care needs that are well served by a single paramedic agency.
- J. There is a demonstrated and critical public need for the continuation of SMEMPS as an ambulance services provider within the jurisdictional areas of the member agencies.
- K. The voting member agencies now desire to amend and restate the provisions of the Original JPA Agreements to allow the continued mission of providing excellent ambulance and pre-hospital emergency medical care in the community, while amending the Original JPA Agreements to include clarifications regarding the membership, structure, funding, and operation of the organization.
- L. By continuing operation of SMEMPS, the member agencies will maintain the cost savings and operational efficiencies of a single, well-established ambulance service provider for the benefit of their respective residents and the entire community.
- M. Current member agencies are empowered by law to perform public safety functions within their jurisdictions, including emergency medical services and advanced life support services pursuant to the California Health and Safety Code.
- N. It is in the mutual benefit and best public interest of the member agencies to continue the exercise of the joint powers for the provision of ambulance and pre-hospital emergency medical services described herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the County of Marin, the Tiburon Fire Protection District, and the Southern Marin Fire Protection District agree as follows:

AGREEMENT

1. Authority and Purpose.

1.1 Authority and Continuation as a Joint Powers Authority. This Agreement is made under the authority of California Government Code §§ 6500 *et seq.* (the “JPA Act”), by and among the County of Marin, the Southern Marin Fire Protection District, and the Tiburon Fire Protection District (the “Member Agencies” or “Parties”), and the independent entity shall be known as the “Southern Marin Emergency Medical Paramedic System” (“SMEMPS”). SMEMPS shall continue as a distinct and separate public entity under the JPA Act.

1.2 Amended and Restated Agreement; Original Agreement Superseded. The purpose of this Agreement is to modify, amend, and update the Original JPA Agreements as related to SMEMPS governance, membership, administration, operations, processes, funding, and other matters contained herein. The terms and provisions of this Agreement shall replace and supersede the Original JPA Agreements in their entirety.

1.3 Purpose. The purpose of SMEMPS is to provide ambulance and pre-hospital emergency medical services within Service Area D, as determined by the applicable service

agreement with the County of Marin Local Emergency Medical Services Agency (Marin LEMSA), and to areas outside the service area as necessary pursuant to mutual aid principles, and to perform all acts related or incidental thereto. Pursuant to said agreement with the Marin LEMSA, S MEMPS is the authorized provider of paramedic and pre-hospital emergency care for Service Area D, and as such, no Member Agency is authorized to independently provide paramedic and pre-hospital emergency care in Service Area D.

2. Governance.

2.1 Board of Directors. S MEMPS shall be governed by a Board of Directors (the "Board"), which is authorized to perform all acts that are necessary to accomplish the purposes of this Agreement and S MEMPS. The Board shall consist of one representative from each Member Agency, appointed by that Member Agency's governing body ("Director"). Each Member Agency shall also appoint one representative as an alternate Director ("Alternate") to serve in the absence of the Director. In the event of a vacancy, the Member Agency shall appoint a replacement Director or Alternate pursuant to the Member Agency's procedures and the Bylaws of S MEMPS. Each Director and Alternate shall serve terms as set forth in the Bylaws. Each Director and Alternate shall have one vote between them. Each Director and Alternate is required to complete and file all applicable conflict of interest forms. Directors and Alternates may, but are not required to, receive compensation for their service as determined by the Board.

2.2 Bylaws. The Board shall adopt bylaws that address matters associated with the operation and administration of S MEMPS as determined by the Board, which bylaws shall be consistent with this Agreement ("Bylaws").

2.3 Voting. Except as set forth below, in the Bylaws, or as required by law, any action of the Board shall require the affirmative vote of a majority of the entire voting membership of the Board.

2.3.1 Termination. The termination of this Agreement pursuant to Section 10.2 of this Agreement requires a majority vote of the Board to recommend termination to the Member Agencies' governing bodies, and the subsequent vote of all the Member Agencies' governing bodies to terminate.

2.3.2 New Member Agency. The admittance of a new member agency pursuant to Section 10.1 of this Agreement shall require the unanimous vote of the Board, the approval of the proposed new member agency's governing board, and the amendment of this Agreement.

2.3.3 Removal of Member Agency. The removal of a Member Agency pursuant to Section 10.2 of this Agreement shall require a two-thirds (2/3) vote of the Board.

2.3.4 Amendment. Unless otherwise specified herein, the amendment of this Agreement pursuant to Section 13 of this Agreement requires a unanimous vote of the Board to recommend amendment to the Member Agencies' governing bodies, and the subsequent vote of all the Member Agencies' governing bodies to amend.

2.3.5 Expenditure Increases. The approval of an increase in any single or related group of expenditures in excess of three percent (3%) of an adopted operating budget shall require a 2/3 vote of the Board.

2.4 Meetings.

2.4.1 The Board shall hold regular meetings as set forth in the Bylaws. All meetings, including without limitation, regular, special, and emergency meetings, shall be

noticed, agendized, and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code sections 54950 *et seq.*, as may be amended from time to time. Any additional requirements regarding meetings shall be in the Bylaws.

2.4.2 The Board shall not take action or conduct a meeting without a quorum present. At the time of this Agreement, there are three (3) voting Member Agencies and a quorum is defined as at least two (2) voting Directors or Alternates present at a meeting. In the event the number of voting Member Agencies is changed to an even number, then one-half of the voting Member Agencies plus one voting member shall constitute a quorum. Less than a quorum may adjourn meetings.

3. Powers and Authority. SMEMPS shall have the power and authority to exercise all powers common to its Member Agencies pursuant to the JPA Act necessary and convenient to accomplish the purposes of this Agreement and SMEMPS. The powers exercised by SMEMPS shall include, but are not limited to:

3.1 Making and entering into contracts with private entities and/or other public entities.

3.2 Incurring debts, liabilities, and/or obligations.

3.3 Retaining consultants and/or independent contractors.

3.4 Obtaining legal, financial, technical, and other professional services.

3.5 Hiring employees, defining their job qualifications and duties, and providing a pay schedule for the performance of their duties.

3.6 Acquiring, holding, managing, leasing, transferring, and/or disposing of real property and personal property.

3.7 Applying for, receiving, and disbursing grants, loans, or other similar aid from any private or public entity, and requesting and accepting donations and contributions.

3.8 Setting and collecting a special parcel tax levy within the limits of voter approval and applicable law.

3.9 Incurring debt and issuing bonds or any like instrument under any law authorizing such issuance including, but not limited to, the JPA Act, California Government Code §§ 6540 *et seq.*, and the Mello-Roos Local Bonding Pool Act, California Government Code §§ 6584 *et seq.*

3.10 Setting and collecting ambulance transport fees for SMEMPS ambulance services.

3.11 Pursuing and defending legal actions.

3.12 Setting levels of service standards for ambulance and pre-hospital emergency medical services.

3.13 Entering into automatic and/or mutual aid agreements with other emergency medical service providers.

3.14 Exercising any and all other powers as may be provided by law, and necessary and convenient to carry out and implement the purpose of SMEMPS.

4. Officers.

4.1 President and Vice President. The Board shall elect a President and Vice President at the end of each fiscal year, to become effective at the following meeting. The President and Vice President shall serve one-year terms and may be re-elected. The Vice President shall serve in the absence of the President. In the event the President or Vice President ceases to be a

representative of the Board, the vacancy shall be filled at the next regular or specially called meeting of the Board after the vacancy occurs by a majority vote of the Board.

4.2 Executive Officer. The Executive Officer shall be appointed by the Board. The Executive Officer shall perform those duties necessary and convenient for the administration and operation of S MEMPS, including executing contracts approved by the Board, as allowed by law. The Executive Officer may be compensated as may be determined by the Board from time to time.

5. Treasurer. The Finance Officer of Member Agency the Tiburon Fire Protection District is named as the Treasurer and Auditor ("Treasurer"). The Treasurer shall serve pursuant to, and perform those duties required by, California Government Code sections 6505, 6505.1, 6505.5, and 6505.6, as may be amended from time to time, including, but not limited to, receiving and holding all money of S MEMPS, paying all sums due for S MEMPS as authorized, and presenting quarterly reports to the Board. The Treasurer shall be the fiscal agent and depository of funds. The Treasurer shall cause an independent annual audit of the accounts and records of S MEMPS to be made by an independent certified public accountant in compliance with Government Code section 6505, which audit shall conform to generally accepted auditing standards. All S MEMPS funds and transactions shall be open to inspection consistent with the California Public Records Act.

6. Staff and Personnel.

6.1 General Counsel. The Board shall appoint a General Counsel who shall serve as the legal advisor for S MEMPS and perform such legal services as may be directed by the Board or Executive Officer from time to time.

6.2 Medical Director. The Board shall appoint a Medical Director who shall be a licensed physician with substantial experience in the practice of emergency medicine and who shall provide medical control and assure medical accountability for S MEMPS's paramedic and pre-hospital emergency services. The Medical Director may assign administrative functions of his or her duties which do not require his or her professional judgment. The Medical Director may be retained through contract with another public entity.

6.3 Staff and Professional Services. The Board may select, appoint, or employ such consultants, staff, employees, and professional or expert services as may be necessary to accomplish the purposes of S MEMPS, consistent with this Agreement. The Board may delegate this authority to the Executive Officer.

6.4 Emergency Medical Services Education Program. S MEMPS shall operate a centralized, continuing emergency medical services education program for Member Agencies' paramedics and EMTs as set forth more particularly in the Bylaws. The Emergency Medical Services Education Program may be provided for by contract with another public entity.

6.5 Shared Resources. The Board may contract with Member Agencies and/or other public agencies to provide administrative and/or other services and resources to S MEMPS. All personnel of individual Member Agencies shall remain employees of their respective Member Agency and not of S MEMPS, unless affirmatively and separately hired by S MEMPS. There shall be no express or implied employment contract established, unless affirmatively entered into by S MEMPS and the staff member.

7. Public Entity Designee. Member Agency the County of Marin is designated as the California Government Code section 6509 public entity. In the event the County of Marin withdraws as a Member Agency pursuant to this Agreement, the Board shall vote on a replacement public entity designee. Pursuant to California Government Code section 6509, in exercising its powers hereunder, SMEMPS shall be subject to the restrictions which legally apply to the manner in which the public entity designee exercises its powers.

8. Fiscal Year and Annual Budget.

8.1 Fiscal Year. SMEMPS's fiscal year shall be the twelve (12) month period beginning each July 1 and ending the following June 30.

8.2 Budget. The Board shall adopt a budget for each fiscal year, which shall be approved by June 30 of each year. SMEMPS shall operate only under an approved and adopted operating budget and may not operate at a deficit. Once a fiscal year operating budget is adopted, the total annual expenditure budget may only be increased by a 2/3 vote of the Board.

8.3 Budget Elements. The budget shall include, but is not limited to, the following components:

8.3.1 Personnel expenditures, specifically excluding salaries and benefits expenditures of paramedics, EMTs, and other operational and supervisory personnel used to operate any and all Member Agencies' vehicles.

8.3.2 Services and supplies expenditures, which may include training expenditures for Member Agencies' paramedics, EMTs, and supervisory personnel.

8.3.3 Capital expenditures.

8.3.4 Contributions to designated reserves.

8.3.5 Transport revenues.

8.3.6 Grants, interest income, and other miscellaneous revenues.

8.3.7 Capital acquisition and replacement schedule to determine designated reserve contributions.

9. Funding and Annual Reconciliation.

9.1 SMEMPS shall be funded with monies from patient transport fees and any other lawful funding source including, but not limited to, transport revenues from third-party payers including private health insurance, Federal Medicare, and/or California State Medi-Cal; and grants and similar awards. SMEMPS shall use best efforts to provide its services in the most cost effective manner available without compromising quality standards, and shall maximize external revenue sources to offset costs. All revenues shall be collected by the Treasurer.

9.2 SMEMPS shall be responsible for billing and collecting for all ALS and BLS transport services provided by SMEMPS Member Agencies. The Board shall determine the method for the collection of transport fees.

9.3 All funds collected by SMEMPS shall be deposited in the SMEMPS General Fund. The SMEMPS General Fund shall be used to cover the cost of all SMEMPS core functions.

9.4 The Board shall adopt a Fund Balance and Reserve Policy.

9.5 SMEMPS shall adopt and maintain a Plan of Operations, which is attached hereto as Exhibit "A" and incorporated in full herein by reference. The Plan of Operations sets service

levels, and the formula for the payment of net operating surplus, if any, to be distributed to the Member Agencies. Notwithstanding the foregoing, the Plan of Operations may be amended or revised from time to time by the Board without amending this Agreement. Upon any such amendment or revision, the Plan of Operations shall be deemed automatically incorporated into this Agreement as if set forth in full herein.

9.6 Annual Reconciliation.

9.6.1 The net operating surplus or deficit is defined as the difference between total actual revenues and total actual expenditures for a given fiscal year. Total actual revenues include, but are not limited to, transport revenues. Total actual expenditures include, but are not limited to, costs, and amounts necessary to comply with S MEMPS's reserve policy and minimum cash balance target policy, as may be amended by the Board from time to time.

9.6.2 At the end of each fiscal year, the Treasurer shall complete an annual reconciliation pursuant to this Section and the Plan of Operations Policy. If in any given fiscal year the Treasurer determines that a net operating surplus exists, then the net operating surplus shall be distributed among the Member Agencies in accordance with the Plan of Operations Policy. The net operating surplus distribution shall occur within a reasonable time following the receipt of the independent fiscal audit for that year and after the annual financial audit has been presented to the Board. Each Member Agency shall use its net operating surplus only for paramedic and pre-hospital emergency medical services.

10. Term and Termination of Powers.

10.1 Term. This Agreement shall remain in effect until terminated as provided herein or until terminated by operation of law.

10.2 Termination. This Agreement may be terminated by:

10.2.1 A majority vote of the Board to recommend termination of the Agreement to the Member Agencies' governing bodies, and the subsequent vote of all the Member Agencies' governing bodies to terminate the Agreement.

10.2.2 A jurisdictional reorganization under California law affecting any of the Member Agencies; provided, however that in all cases S MEMPS shall make proper provisions for the winding up of its affairs.

10.3 Effect of Termination. S MEMPS shall be deemed dissolved upon the termination of this Agreement hereunder. Upon the termination of S MEMPS, no assets may be divided or returned to Member Agencies unless and until all outstanding obligations of S MEMPS have been fulfilled. Pursuant to California Government Code section 6512, distribution of the remaining assets shall then be made to the Member Agencies in percentage proportion of funding that the Member Agency contributed to S MEMPS for the fiscal year prior to termination. S MEMPS shall continue to exist for a reasonable time for the purpose of disposing of all claims and performing all other functions necessary to wind up S MEMPS's affairs, after which time, S MEMPS shall be terminated and dissolved.

11. New Membership, Removal, and Withdrawal.

11.1 New Member Agency. A new member agency shall be admitted to S MEMPS upon the unanimous vote of all Directors or Alternates, the approval of the proposed new member agency's governing board, and the amendment of this Agreement to include the new member

agency as approved by the governing boards of all Member Agencies. Any new member agency must have the authority to exercise the emergency medical services common to the Member Agencies and fall within the scope of the JPA Act. The Board may set additional terms and conditions in its Bylaws for admitting a new member agency that do not conflict with this Section. Notice of an amended Agreement reflecting a new member agency under this Section shall be filed with the California Secretary of State pursuant to California Government Code section 6503.5.

11.2. Removal of a Member Agency.

11.2.1 Process for Removal. A Member Agency may be removed from SMEMPS upon the majority vote of the Board at a public hearing by the Directors of the non-subject Board members for good cause, which includes, but is not limited to: the Member Agency's violation of any material term in this Agreement and/or any legal or administrative action or proceeding against SMEMPS or another Member Agency by the subject Member Agency directly related to SMEMPS duties. At the time of this Agreement, there are three (3) voting Member Agencies; therefore the vote of two (2) Member Agencies is required to remove the third Member Agency. The subject Member Agency's Director and Governing Board shall receive at least thirty (30) days' written notice of said removal hearing and shall be given the opportunity to be heard at the public hearing. The Board may set additional terms and conditions in its Bylaws for the removal of a Member Agency that do not conflict with this Section.

11.2.2 Payments Upon Removal. The removed Member Agency shall pay its percentage proportion of SMEMPS's costs and debts for the fiscal year of removal including, but not limited to, amounts related to any leases, facilities, improvements, and equipment, which proportion shall be based on the Member Agency's percentage proportion of funding that the Member Agency contributed to SMEMPS. All payments due under this Section shall be paid not later than ninety (90) days following the date of removal. The Board, based on the remaining Member Agencies, shall determine the final terms and conditions regarding the Member Agency's removal consistent with this Section. The remaining Member Agencies shall promptly determine how the proportional percentage share of the removed Member Agency's costs and liabilities shall be allocated among the remaining Member Agencies.

11.2.3 Effect of Removal. The removal of a Member Agency shall not cause the automatic dissolution of SMEMPS, nor shall it be construed as a completion of the purpose of SMEMPS. SMEMPS shall not be required to replace any Member Agency that is removed pursuant to this Agreement. Upon the removal of a Member Agency, this Agreement shall remain in effect.

11.3 Withdrawal of a Member Agency.

11.3.1 Process for Withdrawal. A Member Agency may withdraw from SMEMPS upon written notice to the Executive Officer and the other Member Agencies ("Notice") given on or before June 30th of any given year, to be effective on June 30th of the second fiscal year thereafter. ("Effective Date of Withdrawal").

11.3.2 Payments Upon Withdrawal. If a Member Agency withdraws from SMEMPS, it shall pay its percentage proportion of SMEMPS's costs and debts from the date of Notice until the Effective Date of Withdrawal, including, but not limited to, amounts related to any leases, facilities, improvements, and equipment, which proportion shall be based on the Member Agency's percentage proportion of funding that the Member Agency contributed to SMEMPS in the previous fiscal year. The withdrawing Member Agency shall also pay all costs

incurred by SMEMPS associated with its withdrawal including, but not limited to, attorneys' fees and staff time required to effectuate the withdrawal and change existing services and systems. All payments due under this Section shall be paid not later than ninety (90) days following the date of withdrawal. The withdrawing Member Agency shall forfeit any rights and claims relating to any distribution of any assets upon the termination or dissolution of SMEMPS under this Agreement. The Board, based on the remaining Member Agencies, shall determine the final terms and conditions by which the withdrawing Member Agency shall terminate its membership with SMEMPS consistent with this Section. The remaining Member Agencies shall promptly determine how the proportional percentage share of the withdrawing Member Agency's costs and liabilities shall be allocated among the remaining Member Agencies. Except as the withdrawing Member Agency and remaining Member Agencies may agree in writing, the withdrawing Member Agency shall automatically relinquish all rights as a Member Agency under this Agreement on the Effective Date of the Withdrawal and shall not accrue any further financial obligations under this Agreement after the Effective Date of Withdrawal.

11.3.3 Effect of Withdrawal. The withdrawal of a Member Agency shall not cause the automatic dissolution of SMEMPS, nor shall it be construed as a completion of the purpose of SMEMPS. SMEMPS shall not be required to replace any Member Agency that withdraws pursuant to this Agreement. Upon the withdrawal of a Member Agency, this Agreement shall remain in effect.

12. Service to Other Jurisdictions. Service to non-Member Agency jurisdictions may be provided by contract, by amendment to this Agreement, the admission of a new Member Agency, and/or pursuant to the Marin County Mutual Aid Plan and the State of California Mutual Aid Plan.

13. Retention of Rights under EMS Act. The Southern Marin Fire Protection District and the Tiburon Fire Protection District have each respectively, independently, and continuously, been providing emergency medical pre-hospital and ambulance services since prior to the passage of the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, California Health and Safety Code §§ 1797 *et seq.* ("EMS Act") in 1980. The Parties hereto acknowledge and agree that pursuant to the EMS Act, the Southern Marin Fire Protection District and the Tiburon Fire Protection District each retain all rights and authorities under the EMS Act to continue to provide such service notwithstanding their membership in SMEMPS, and nothing in this Agreement shall constitute a waiver of said rights and authorities.

14. Indemnification, Insurance, Debts and Liabilities, and Immunities.

14.1 Indemnification of Members. SMEMPS shall defend, with counsel selected by SMEMPS in its sole discretion, indemnify, and hold harmless each Member Agency, their respective governing board members, officers, agents, employees, and/or volunteers from any and all claims, losses, damages, costs, injuries, and liabilities of any kind arising from the conduct, activities, operations, acts, or omissions of SMEMPS under this Agreement, except where such indemnification and defense is prohibited by law.

14.2 Insurance. SMEMPS shall obtain such insurance protection as determined necessary by the Executive Officer to protect the interests of SMEMPS with limits of liability

consistent with best practices. SMEMPS may use self-insurance and may contract with a Member Agency for insurance services.

14.3 Debts and Liabilities. To the full extent authorized by law, and pursuant to California Government Code section 6508.1, the liabilities, and obligations of SMEMPS shall not constitute the debts, liabilities, or obligations of the Member Agencies. Each Member Agency's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the Member Agencies may agree.

14.4 Immunities. Pursuant to California Government Code section 6513, all the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and all pension relief, disability, workers' compensation, and other benefits that apply to the activity of the trustees, officers, employees, or agents of the Member Agencies when performing their functions shall apply to the same degree and extent while such persons are engaged in the performance of any functions and duties for SMEMPS.

15. Amendments. This Agreement may be amended in writing by the unanimous vote of all the Directors or Alternates, and approved and executed by the governing boards of each Member Agency. Notice of any amended Agreement shall be filed with the California Secretary of State pursuant to California Government Code section 6503.5.

16. Severability. If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining terms or provisions of this Agreement are intended to be independently valid and enforceable to the full extent permitted by law.

17. No Third Party Rights. All the terms, conditions, rights, and duties provided for in this Agreement are solely for the benefit of the Member Agencies. It is the intent of the Member Agencies that no third party shall ever be the intended beneficiary of any performance, duty, or right created or required pursuant to this Agreement.

18. Prohibition Against Assignment. No Member Agency may assign any right, claim, or interest it may have under this Agreement. No creditor, assignee, or third-party beneficiary of any Member Agency shall have any right, claim, or title to any part, share, interest, or asset under this Agreement.

19. Dispute Resolution. Should any disagreement or dispute among the Member Agencies arise concerning interpretation, implementation, and/or enforcement of any of the terms or subject matter of this Agreement, the Member Agencies shall submit such dispute to mandatory mediation before an agreed-upon mediator, each Member Agency to pay an equal share of the mediation fees and its own attorneys' fees and legal costs. Should the Member Agencies be unable to agree upon a mediator, they shall agree upon a mediation service and shall have that service select a mediator for them. Completion of mediation shall be a condition precedent to the filing of any judicial legal action, except where a Member Agency seeks immediate injunctive relief to prevent irreparable harm. To the fullest extent permitted by law, the Member Agencies agree that no Member Agency shall be liable to another Member Agency for any monetary

damages arising out of, or relating to, this Agreement including, but not limited to, indirect, incidental, consequential, special or punitive monetary damages. Nothing in this Section shall be construed to limit liability for breach of an express payment or funding obligation under this Agreement, or the availability of equitable or injunctive relief. The Parties agree that the resolution of any dispute among them should be sought in the most expeditious, least costly, and informal manner possible.

20. Notices. Notice to a Member Agency under this Agreement shall be deemed sufficient if delivered to the City Clerk or the chief secretarial officer of the Member Agency, or to any other person designated in writing by the Member Agency.

21. Counterparts and Electronic Signature. This Agreement may be executed in any number of counterparts, which are all deemed original, and may be executed by electronic signature.

22. Complete Agreement. The foregoing constitutes the full and complete Agreement among the Member Agencies with respect to the subject matter of this Agreement, and supersedes all prior agreements and understandings, whether written or verbal.

23. Notice Filed with Secretary of State. Notice of this Agreement shall be filed with the California Secretary of State pursuant to California Government Code section 6503.5 within thirty (30) days of the final execution of this Agreement.

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

Southern Marin Fire Protection District

Tiburon Fire Protection District

By: _____
_____, Chief

By: _____
Tommy Hellyer, Chief

Date: _____

Date: _____

ATTEST

ATTEST

By: _____

By: _____

Date: _____

Date: _____

Marin County Fire Department

By: _____
Jason Weber, Chief

Date: _____

ATTEST

By: _____

Date: _____