

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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RESOLUTION AUTHORIZING THE EXECUTION OF THE JOINT POWERS AGREEMENT ESTABLISHING THE SAN MATEO PRE-HOSPITAL EMERGENCY SERVICES PROVIDERS GROUP, AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE, ON BEHALF OF THE COUNTY OF SAN MATEO, ANY NECESSARY IMPLEMENTING DOCUMENTS AND AGREEMENTS, INCLUDING BUT NOT LIMITED TO AUTOMATIC AID AND FIRST RESPONSE AGREEMENTS

...

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance a Joint Powers Agreement, reference to which is hereby made for further particulars, whereby the County of San Mateo shall become, through its San Mateo County Fire Department, a member of the San Mateo Pre Hospital Emergency Services Providers Group and subject to the terms and conditions of the Joint Powers Agreement; and

WHEREAS, this Board has been presented with a form of such Joint Powers Agreement and said Board has examined and approved same as to both form and content and desires to enter into the contract; and

WHEREAS, the members of the JPA will enter into an automatic aid and first response agreement for emergency medical, rescue and fire protection services; and

WHEREAS, this Board of Supervisors wishes to authorize the County Manager, acting on behalf of the County of San Mateo, to sign any necessary implementing documents and

agreements, including but not limited to automatic aid and first response agreements;

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board of Supervisors is hereby authorized and directed to execute the Joint Powers Agreement Establishing the San Mateo Pre-Hospital Emergency Services Providers Group for and on behalf of the County of San Mateo; and the Clerk of this Board shall attest his signature thereto.

IT IS FURTHER DETERMINED AND ORDERED that the County Manager is authorized to execute, on behalf of the County of San Mateo, any necessary implementing agreements or other documents, including but not limited to an agreement among the members of the JPA for automatic aid and first response for emergency medical, rescue and fire protection services.

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Joint Powers Agreement Establishing
The San Mateo County Pre-Hospital Emergency Medical Services Group

I. Background to Agreement

A. The San Mateo County Board of Supervisors, acting through its Emergency Medical Services Agency, is legally responsible for the provision of Advanced Life Support (“ALS”) services within the county including paramedic first-responder service and ambulance transport service.

B. Each of the Parties to this Agreement shall provide pre-hospital emergency medical services through its employees in order to improve the quality and level of emergency medical services within their communities as part of the emergency medical service response network within San Mateo County.

C. The first response services provided by the Parties to this Agreement are necessary for the efficient functioning of an integrated system of pre-hospital emergency medical services.

D. The Parties to this Agreement would like to work cooperatively and collaboratively to achieve the purposes of this Agreement as outlined in Section II.

E. The similarity of pre-hospital emergency medical services provided by the Parties, their shared interest in improving quality of care and achieving economic savings in the delivery of services has led to the Parties to jointly exercise powers to provide these services and achieve these objectives.

II. Purposes of this Agreement

The purposes of this Agreement are:

A. To establish the San Mateo County Pre-Hospital Emergency Medical Services Group (“JPA”), a joint powers authority capable of providing through employees of the Parties, or through a contract with a third party, first responder pre-hospital emergency medical services in San Mateo County.

B. To provide a mechanism to monitor and improve the quality of advanced life support services throughout San Mateo County.

C. To provide a means of monitoring the effectiveness of the public/private partnership to be established between the JPA and the Countywide ambulance provider under contract with San Mateo County.

D. To provide in agreement with the County and/or Countywide ambulance provider, pre-hospital emergency medical services.

E. To devise and administer mechanisms to receive and share revenues through the cooperative provision of pre-hospital emergency medical services in San Mateo County.

F. To establish a uniform level of service for ALS first response in San Mateo County.

G. To develop and maintain operational deployment plans to carry out the purpose of this Agreement while maintaining ongoing fire suppression activities.

H. To implement operational changes as deemed appropriate.

I. To devise and administer cooperative mechanisms to efficiently provide fire protection and suppression services within San Mateo County.

III. Definitions

Certain words as used in this Agreement shall be defined as follows:

A. "Advanced life support" ("ALS") shall be as defined in California Health & Safety Code section 1797.52.

B. "Board" shall mean the governing board established pursuant to this Agreement to administer and implement this JPA Agreement.

C. "JPA" shall mean the San Mateo County Pre-Hospital Emergency Medical Services Group.

D. "JPA Management Committee" shall mean six voting and one non-voting ex officio member as more specifically described in Section VIII(A).

E. "Parties" shall mean the entities who are signatories to this Agreement, all of which provide first responder medical services.

F. "Pre-hospital emergency medical services" shall mean basic life support, advanced life support emergency medical service performed prior to the patient's transport to the medical facility.

G. Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business.

IV. Creation of the San Mateo County Pre-Hospital Emergency Medical Services Group

There is hereby created the San Mateo County Pre-Hospital Emergency Medical Services Group ("JPA") to exercise in the manner set forth in this Agreement the powers common to each of the Parties. The JPA shall be a public entity separate from the Parties.

V. Powers of the JPA

The JPA shall have the following powers and duties:

- A. To provide for the delivery of pre-hospital emergency medical services by employees of the Parties or through a contract with San Mateo County or a third party;
- B. To make and enter into contracts;
- C. To develop and implement an annual apportionment among the Parties of the revenues received from sources other than the Parties for pre-hospital emergency medical services.
- D. To solicit and accept grants, advances, and contributions from all sources, public and private;
- E. To negotiate for, acquire, hold, manage, maintain, control, or dispose of real and personal property;
- F. To employ or contract for the services of agents, administrative employees, consultants and such other persons or firms as it deems necessary;
- G. To sue and be sued in its own name;
- H. To incur debts, liabilities or obligations in accordance with duly approved budgets;
- I. To levy and collect fees and charges, including administrative and operating costs, as provided in this Agreement or by law;
- J. To invest any surplus funds not required for the immediate necessities of the JPA as the Board determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Government Code section 53601;
- K. To enforce all provisions of this Agreement.
- L. To support or cause delivery of efficient fire protection and suppression services, as approved by the Board, that enhance the efficiency and effectiveness of fire services on behalf of the Parties to this JPA.

VI. Operating Principles

The Parties adopt the following operating principles which shall both guide the actions of the Board established pursuant to Paragraph VII, and help to resolve issues not anticipated at the time this Agreement was executed:

A. The JPA shall be governed by the Board established by Paragraph VII. This is a delegation of authority, not responsibility. Therefore the Board, in carrying out this delegation, shall be accountable to the Parties.

B. The work of the JPA is of vital public interest. Therefore, the Parties strongly support the principles of maximum public access and input. Questions, suggestions, comments and concerns about the JPA's operations shall be encouraged by the Board.

C. The Parties shall have free and thorough access to the Board and to the JPA Management Committee established pursuant to Paragraph IX.

D. The Parties agree that the JPA shall have the exclusive right and obligation to negotiate an agreement with San Mateo County or the Countywide ambulance provider to provide, through the Parties' employees or through contract with a third party, pre-hospital emergency medical services in San Mateo County. None of the Parties shall negotiate or enter into any agreement with the County or Countywide ambulance provider to provide pre-hospital emergency medical services in San Mateo County except as defined in VI (E), (F) & (G).

E. The Parties may negotiate and enter into independent contracts to provide ambulance transport for the current San Mateo County ambulance provider.

F. The Parties acknowledge and agree that the City of South San Francisco, one of the Parties to this agreement, maintains certain legal rights and responsibilities pursuant to California Health & Safety Code §1797.201 ("201 Rights"). It is not the intent of this Agreement, nor any action taken thereunder, nor the City of South San Francisco in joining the JPA, to modify, change or in any way interfere with the 201 Rights of the City of South San Francisco.

G. Notwithstanding any of the provisions of this Section VI, given South San Francisco's unique position due to its historical provision of ambulance and paramedic services, no policy, practice, regulation, or agreement shall be adopted by the group, or any committee or subcommittee thereof, including but not limited to the JPA Management Committee, that affects or amends in any way South San Francisco's delivery of pre-hospital ambulance services or paramedic pre-hospital emergency medical services without the prior written consent of South San Francisco.

VII. Governing Board

A. Creation of Governing Board. There is hereby created a governing board ("Board") to govern the JPA. The Board shall exercise all powers and authority on behalf of the Parties and may do any and all things necessary to carry out this Agreement.

B. Membership on the Board. The Board shall be constituted of one elected representative from the governing body of each of the Parties. Each Party shall select one representative and one alternate to serve on the Board. The alternate will have voting privileges when attending in place of the primary Board member.

- Belmont
- Brisbane
- Burlingame
- Coastside Fire Protection District
- Colma Fire Protection District
- Daly City
- Foster City
- Hillsborough
- Menlo Park Fire Protection District
- Millbrae
- Pacifica
- Redwood City
- San Bruno
- San Carlos
- San Mateo
- San Mateo County Fire
- South San Francisco
- Woodside Fire Protection District

C. Terms: Each Board member shall serve as appointed by their respective parties.

D. Voting: Each member of the Board shall have one vote. The affirmative vote of the majority of the Board shall be required to take action.

D.1. When the Board is considering agreements which, if approved, would result in an additional financial obligation being imposed on the Parties, these special voting procedures should be used. For those agreements, a two-step voting process shall be required. The Board shall first allow each Party to indicate whether it wishes to be a party to the agreement under consideration. Those Parties wishing to be a party to the agreement shall then vote on the item. Parties which have opted out of participation in the proposed agreement shall not vote. A simple majority of those who have not opted out shall be required for approval.

E. Special Voting Procedures: Each member of the Board shall have one vote. The affirmative vote of a simple majority of the members present shall be required to take action unless any Party requests the Board to vote on a particular action item by using "special voting procedures." Requests for "special voting procedures" must be made prior to the vote. If "special voting procedures" are requested, then taking action using "special voting procedures" shall require the affirmative vote of a simple majority of the Parties to this Agreement that represent a majority of the population of the Parties to this Agreement.

F. Meetings of the Board.

1. Regular Meetings. The Board shall hold at least three meetings each year. One meeting will be held to include approval of the budget and revenue allocation plans. A second meeting will be held to include a mid-year status report from staff. Meetings will be held on the third Wednesday of May, September, and January. Cancellation of a Board meeting will require discussion between the Executive Director and the Board Chair.

2. Special Meetings. Special meetings of the Board may be called in accordance with Government Code §54956 (the Brown Act). Upon the request of at least four Parties, the Chairman of the Board of the JPA shall call a special meeting of the Board.

3. Notice of Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act (Government Code sections §54950 and following), and other applicable laws of the State of California requiring notice of meetings of public bodies.

4. Minutes. The Board shall cause minutes of all open meeting 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.

5. Agenda Items. Any member of the Board can request that a specific agenda item be included for review by the Board at an upcoming meeting. The request should be provided to the JPA Executive Director who will then include the item in the agenda consistent with notification requirements required by the Ralph M. Brown Act

7. Rules and regulations for the conduct of the Board's affairs. The Board shall adopt from time to time such rules or regulations for the conduct of its affairs as may be required.

8. Notice to Secretary of State. The Board shall cause to be filed within 30 days of the effective date of this Agreement, or any amendment to this Agreement, notices of this Agreement or any amendment to this Agreement with the office of the Secretary of State pursuant to Government Code §6503.5.

VIII. JPA Management Committee

A. There is hereby created a JPA Management Committee composed of six voting and one non-voting ex-officio members. The voting members shall include: The Board Chair or his or her designee and, five individuals who are either city managers, fire chiefs or special district administrators, each selected from and representing one of the five zones created by the Board. The non-voting ex-officio member shall be the President of the San Mateo County Fire Chiefs Association or his or her designee. With the exception of the representative from the Fire Chiefs Association, the members of the JPA Management Committee shall be selected by the Board as follows: The Board shall select the members of the JPA Management Committee (a) by asking members of the Board within each zone to make a recommendation to the Board for that zone's representative on the JPA Management Committee and then (b) by adopting those

recommendations as the JPA Management Committee. The JPA Management Committee will appoint one voting member as the Chair of the Committee.

1. The JPA Management Committee shall have all those powers necessary and proper to carry out the Purposes of the JPA (defined in Section II) in accordance with the Operating Principles (defined in Section VI) except the power: (a) to enter into a contract with San Mateo County or a Countywide ambulance provider; (b) to adopt a budget and (c) to determine the apportionment between the Parties of revenues from that contract

2. All meetings of the JPA Management Committee shall be held subject to the provisions of the Ralph M. Brown Act (Government Code §54950 and following), and other applicable laws of the State of California requiring notice of meetings of public bodies.

IX. Staffing

The JPA Management Committee may appoint and retain staff as may be provided for in the JPA's adopted budget to fulfill its powers, duties and responsibilities under this Agreement, including, but not limited to, appointment of temporary or permanent staff, contracting with technical experts, legal counsel, and other consultants, or contracting with any of the Parties.

X. Funds and Budget

A. Fiscal Year. The fiscal year for the JPA shall be July 1 through June 30.

B. Annual Budget and Long Range Forecast. Not later than 30 days before the end of each fiscal year, the Board shall adopt by resolution a budget for the following fiscal year setting forth all anticipated administrative, operational, and capital expenses and sources of funds for the JPA. In conjunction with its annual budget, the Board may adopt by separate resolution a long-range budget forecast estimating all anticipated administrative, operations and capital expenses and sources of funds for the JPA for the next five years.

C. Revenue Allocation Plan. The Board shall adopt, and as may be required from time to time thereafter shall amend, a plan for the equitable allocation of revenues received annually by the JPA.

XI. Audit and Accounting Services

A. Depository. The Board shall designate the Treasurer of one of the Parties to be depository with custody of all JPA funds from whatever source and to perform all functions to fulfill the requirements of Government Code section 6505.5. The Board shall set the amount of the bond required for the Treasurer.

B. Auditor: The Board shall designate the Auditor of one of the Parties to perform the functions of Auditor for the JPA. There shall be strict accountability of all funds. The Auditor shall either make or contract for an audit of the accounts and records of the JPA at least annually as prescribed by section 6505 of the Government Code. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts by Government Code section 26909.

XII. Disposition of Property and Funds Upon Termination of the Group

A. Complete Transfer to Successor Entity. In the event of termination of the JPA where there is a successor public entity which will carry on the activities of the JPA and assume its obligations, all real and personal property owned by the JPA and all JPA funds including interest on deposits, remaining upon termination of the JPA, after payment of all obligations shall be transferred to the successor public entity.

B. Partial Transfer to Successor Entity. If there is a successor public entity which would undertake some of the functions of the JPA and assume some of its obligations, all real and personal property owned by the JPA and JPA funds, including any interest earned on deposits, remaining upon termination of the JPA, and after payment of all obligations, shall be allocated by the Board between the successor public entity and the Parties, with that property and those funds returned to the Parties being distributed in proportion to the contribution of each Party during the term of this Agreement.

C. Transfer to Parties. In the event of termination of the JPA, when there is no successor public entity which will carry out the activities of the JPA, all real and personal property owned by the JPA and all JPA funds, including interest on deposits, remaining upon termination of the JPA, after payment of all obligations, shall be distributed to the Parties in proportion to the contribution of each Party during the term of this Agreement.

D. A Party that does not contribute funds to the acquisition of real and personal property owned by the JPA or to the accumulative of funds owned by the JPA shall not have an ownership interest in such real and personal property or funds or any entitlement to a distribution of such real and personal property or funds upon termination pursuant to this section XII. A Party shall only have an ownership interest in such real and personal property or funds and an entitlement to a distribution of such real and personal property or funds upon termination pursuant to this Section XII, if the Party has contributed to their acquisition and/or accumulation.

XIII. Liability

A. Except as specifically provided in this section XIII C, no debt, liability, or obligation of the JPA shall constitute a debt, liability or obligation of any Party.

B. Except as expressly authorized by the Board and by Section XIV of this Agreement, no Party shall be responsible for the acts and omissions of another Party's officers or employees

nor shall a Party incur any liabilities arising out of the services and activities of another Party's officers of employees.

C. The JPA may maintain such public liability and other insurance as deemed appropriate.

D. To the fullest extent permitted by law, the JPA agrees to save, indemnify, defend and hold harmless each Party from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part, to negligent acts or omissions of the JPA or its employees, officers or agents; or the employees, officers or agents of any Party while acting within the course and scope of an agency relationship with the JPA.

XIV. Maintenance of Membership

A. The requirement to maintain membership is essential to the proper functioning of the JPA because the JPA will enter into a contract with San Mateo County or the Countywide ambulance provider (as indicated in Section IID) to provide defined pre-hospital emergency medical services. The continued participation of each of the Parties in the work of the JPA is required to fulfill the obligations and duties described in that contract. By executing this Agreement, each Party is giving its explicit consent to the JPA to provide services within the consenting Party's jurisdiction and to remain as a member of the JPA, subject to the right to withdraw from the JPA as provided in Section XIV(C).

B. In the event that a Party to this Agreement fails to maintain its membership in the JPA, or otherwise fails to abide by its duties and obligation as outlined in the contract referred to in Section XIV(A), the Board may determine that Party to be in default ("Defaulting Party"). The Board shall provide thirty (30) days written notice to the Defaulting Party of its determination that the party is in default and thereafter cause the Defaulting Party's duties and obligations to be performed by another Party to this Agreement and charge the Defaulting Party for the cost of providing those duties and obligations during the remaining period of the contract with the Countywide ambulance provider plus fifteen percent (15%).

C. Each Party to this Agreement shall have the opportunity to provide written notice to the Board that it will withdraw as a member of the JPA; provided that said notice is given no later than forty-five (45) days prior to the date a contract between the County of San Mateo and a potential Countywide ambulance provider is presented to the San Mateo County Board of Supervisors for its approval. For the purposes of this Section XIV(C), the "date the contract is presented to the Board" shall be the date the agenda of the Board is posted pursuant to Government Code §54954.2 or §54956.

D. Unless notice is provided in compliance with the terms of Section XIV(C), each Party to the Agreement shall remain a party to this Agreement and a member of the Group for the entire term of the contract between the County of San Mateo and the Countywide ambulance

provider, as that term may be amended. The obligation to remain a party in the JPA shall apply to any successor, reconfigured or consolidated entity of any such Party.

XV. Term, Amendments and Termination

A. This Agreement shall take effect on the date by which a total of any combination of ten cities and fire districts have executed this Agreement.

B. This Agreement may be amended or terminated by an affirmative vote of two-thirds of the Board. However, this Agreement may not be terminated during the term of the contract between the JPA and the Countywide ambulance provider, as that term may be amended.

XVI. Dispute Resolution

When a dispute arises between the JPA and a Party, the following procedures shall be followed:

A. The Executive Director shall attempt to resolve the matter with the Party.

B. If a satisfactory resolution is not reached with the Executive Director, the Party may forward the dispute to the JPA Management Committee for resolution. The recommendation of the JPA Management Committee shall be forwarded to the JPA Board of Directors. The JPA Board's decision shall be final.

IN WITNESS WHEREOF, the below public agency has caused its name to be included among those parties comprising the members this Joint Powers Agreement Establishing the San Mateo County Pre-Hospital Emergency Medical Services s Group, and confirms adoption of a resolution or other action by the governing board or legislative body of that entity to that effect.

DATE:

County of San Mateo

ATTEST:

Clerk of the Board of Supervisors