

JOINT POWERS AGREEMENT OF CALAVERAS COUNTY FIRE

This Joint Powers Agreement (the "Agreement") is made and entered into in the County of Calaveras, State of California, by and between the CALAVERAS CONSOLIDATED FIRE, ALTAVILLE-MELONES FIRE PROTECTION DISTRICT, CENTRAL CALAVERAS FIRE PROTECTION DISTRICT, COPPEROPOLIS FIRE PROTECTION DISTRICT, WEST POINT FIRE PROTECTION DISTRICT, EBBETTS PASS FIRE PROTECTION DISTRICT, MURPHYS FIRE PROTECTION DISTRICT, SAN ANDREAS FIRE PROTECTION DISTRICT AND MOKELUMNE HILL FIRE PROTECTION DISTRICT, fire protection districts formed and operating pursuant to the provisions of California Health and Safety Code Section 13800 et seq., and a political subdivision of the State of California (hereinafter "Calaveras County Fire Authority"), and together, the "Member Agencies"), and any other public agencies in the State of California who may hereafter execute this Joint Powers Agreement and become a Member Agency of this Authority pursuant to the provisions of California Government Code Section 6500 et seq.

RECITALS

WHEREAS, each of the Member Agencies who have executed this Agreement is a "public agency" as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the parties to this Agreement has the power to provide one or more of the following services to the public pursuant to the provisions of California Health and Safety Code Section 13800 et seq.:

- A. Fire protection services.
- B. Rescue services.
- C. Emergency medical services.
- D. Hazardous material emergency response services.
- E. Ambulance services, pursuant to Division 2.5 (commencing with Section 1797).
- F. Adoption and enforcement of a fire prevention code pursuant to HSC 13869 et. seq.
- G. Any other services relating to the protection of lives and property.

These services shall hereinafter be referred to as Fire and Life Safety Protection Services

WHEREAS, there is a need among the Member Agencies for coordinated planning, administration, operation and financing of the provision of Fire and Life Safety Protection Services for the benefit of the public within their respective jurisdictional boundaries in order to obtain the maximum public benefit from the expenditure of public funds by the Member Agencies for such services; and

WHEREAS, the Member Agencies find that consolidating the administration, planning, financing, and provision of Fire and Life Safety Protection Services within their respective jurisdictional boundaries will reduce the duplication of facilities, equipment, labor, administration, materials and supplies, planning, training, and provision of Fire and Life Safety Protection Services; and

WHEREAS, the Member Agencies find that the consolidation and coordination of the provision of Fire and Life Safety Protection Services will provide a higher level of service to the public for less cost that can be achieved by each Member Agency providing such services independently; and

WHEREAS, the Member Agencies desire to form a partnership based on these common goals and policies in order to increase the efficiency in the provision of Fire and Life Safety Protection Services to the public; and

WHEREAS, each of the Member Agencies which are parties to this Agreement desire to join together with other public agencies within Calaveras County who provide similar Fire and Life Safety Protection Services to collectively establish, operate, manage and administer such Fire and Life Safety Protection Services pursuant to the terms of this Agreement; and

WHEREAS, each of the Member Agencies which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to jointly exercise some, any and all powers common to each of them including, but not limited to the provision of

- A. Fire protection services.
- B. Rescue services.
- C. Emergency medical services.
- D. Hazardous material emergency response services.
- E. Ambulance services, pursuant to Division 2.5 (commencing with Section 1797).
- F. Adoption and enforcement of a fire prevention code pursuant to HSC 13869 et. seq.
- G. Any other services relating to the protection of lives and property as permitted pursuant to the Joint Powers Act at California Government Code Section 6500 et seq.; and

WHEREAS, California Health and Safety Code Section 13861(j) authorizes fire protection districts to enter into joint powers agreements pursuant to Government Code Section 6500 et seq.; and

WHEREAS, California Government Code Section 6502 provides that it is not necessary for any power common to the Member Agencies executing this Agreement to be exercisable by each such Member Agency with respect to the geographical area in which such power is to be jointly exercised; and

WHEREAS, it is the desire of the Member Agencies which have executed this Agreement to enter into this Agreement to better define the existence, functions, manner and method of operations of this Joint Powers Authority, and to specify the manner in which a cooperative working relationship can be established to coordinate the efficient delivery of Fire and Life Safety Protection Services to members of the public within Calaveras County; and

WHEREAS, by execution of this Agreement, each Member Agency finds that it is to its mutual advantage and in the best interests of all the Member Agencies executing this Agreement to establish this Joint Powers Authority for the purposes specified herein.

NOW THEREFORE, for and in consideration of the execution of this Agreement by other Agencies, each of the parties hereto does hereby agree as follows:

SECTION 1: PURPOSE

It is the purpose of this Agreement to establish, pursuant to the Joint Exercise of Powers Act, an authority to be known as the CALAVERAS COUNTY FIRE SERVICES JOINT POWERS AUTHORITY (hereinafter the "Calaveras County Fire Authority") for and with the purpose of coordinating and consolidating the administration, operation, management and delivery of some, any and /or all the following Fire and Life Safety Protection Services:

- A. Fire protection services.
- B. Rescue services.
- C. Emergency medical services.
- D. Hazardous material emergency response services.
- E. Ambulance services, pursuant to Division 2.5 (commencing with Section 1797).
- F. Adoption and enforcement of a fire prevention code pursuant to HSC 13869 et. seq.
- G. Any other services relating to the protection of lives and property.

The Calaveras County Fire Authority believes these agreements and practices are for the benefit of the public within the respective jurisdictional boundaries of each Member Agency who executes this Agreement and becomes a Member Agency of the Authority. This Agreement is entered into by each Member Agency in order to jointly fund, administer, operate and manage the delivery of such services. It the further purpose of this Agreement to make more efficient use of the common powers of participating Member Agencies to provide such Fire and Life Safety Protection Services to the public in order to increase the efficiency of the delivery of such services and decrease the costs of providing such services to the public.

To achieve such purposes, the Authority and its participating Member Agencies who have executed this Agreement are hereby granted the authority to enter into agreements with themselves and other third parties that specifically govern and define their respective rights, obligations, duties and entitlements related to the planning, administration, operation, financing and delivery of such Fire and Life Safety Protection Services. These purposes shall be accomplished through a joint exercise of powers by said Member Agencies pursuant to the terms and conditions of this Agreement which

creates a separate Joint Powers Authority known as the Calaveras County Fire Services Joint Powers Authority.

SECTION 2: OBJECTIVES

The Calaveras County Fire Authority explicitly recognizes and desires to solidify and memorialize certain past practices and agreements that the member agencies have with the County of Calaveras. Memorializing these agreements and past practices and building future collaborations is the explicit primary purpose of the formation of this joint Powers Agreement.

These agreements and past practices include the following:

1. Calaveras County allocates 10% of monies received pursuant to Proposition 172 to the Calaveras County Fire Agencies. As Proposition 172 was intended fund Public Safety, the Calaveras County Fire Authority believes that this is the minimum level of acceptable funding to maintain Fire Protection in Calaveras County.
2. Calaveras County allocates 25% of monies received from the Transient Occupancy Tax to the Fire Agencies in the County (excluding the City of Angels Camp). Transient Occupancy taxes help offset the costs of providing services to visitors to Calaveras County. Tourism is a critical industry in Calaveras County, and the members of the Calaveras County Fire Authority believe this allocation is critical in maintaining quality fire protection services and support the tourism industry in Calaveras County.
3. Calaveras County collects Water Enhancement Fees and the Calaveras County Fire Authority desires to ensure that these funds continue to be allocated to the provision of water for fire suppression, including the water tender program. The Ordinance establishing this funding needs to be reviewed and updated and a purpose of this agreement is to ensure that this is completed and represents the interests of the Calaveras County Fire Authority.
4. As a result of the reorganization of Fire Protection Services in Calaveras County, the Fire Protection Districts assumed responsibility for providing EMS and fire protection services. Providing Emergency Dispatch Services and a County Fire Marshal (fire inspections, plans review, and fire code enforcement, etc.) remained the responsibility of Calaveras County, with the agreement that the Fire Districts would be consulted on matters of mutual interest. The County of Calaveras also retained responsibility for funding the provision of emergency dispatch services. The Calaveras County Fire Authority desires to establish a mechanism wherein these matters of mutual interest could be addressed in a consistent manner and public safety related issues to fire protection matters in Calaveras County would be addressed.

SECTION 3: CREATION OF JOINT POWERS AUTHORITY

Pursuant to Section 6500 et seq. of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Calaveras County Fire Services Joint Powers Authority (the "Calaveras County Fire Authority"). A notice of this Agreement

shall be filed with the Secretary of State within 30 days after the effective date as required by Government Code Section 6503.5.

SECTION 4: MEMBERSHIP

Each Member Agency which is a party to this Agreement must be a public agency which is duly organized and existing under the laws of the State of California with the power to provide at least one of the following services:

- A. Fire protection services.
- B. Rescue services.
- C. Emergency medical services.
- D. Hazardous material emergency response services.
- E. Ambulance services, pursuant to Division 2.5 (commencing with Section 1797).
- F. Adoption and enforcement of a fire prevention code pursuant to HSC 13869 et. seq.
- G. Any other services relating to the protection of lives and property.

within the geographical area comprising Calaveras County. Each Member Agency must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

SECTION 5: PARTIES TO AGREEMENT

Each Member Agency which has signed this Agreement certifies that it intends to and does contract with the Authority, and with all other Member Agencies who have signed this Agreement, and, in addition, with each Member Agency which may later be added as a party to and may sign this Agreement. Each Member Agency which has or may hereafter sign this Agreement also certifies that the deletion of any Member Agency from this Agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor each Member Agency's intent to contract as described above with the then remaining Member Agencies.

SECTION 6: TERM OF AGREEMENT

After becoming effective upon the execution of this Agreement by all participating parties as the initial signatory Member Agencies who have been admitted to membership in the Authority, this Agreement shall continue thereafter until terminated as provided herein. This Agreement shall become effective as to each initial signatory Agency of the Authority upon the date of its execution by such Member Agencies; and shall become effective as to Member Agencies who later execute this Agreement upon approval of each Member Agency's membership by the Board of Directors of the Authority, execution of this Agreement by such Member Agency and by the Authority, and by payment by each Member Agency of any initial contributions required for participation in the coordinated and consolidated programs and services offered by the Authority for the benefit of the public.

SECTION 7: POWERS OF THE AUTHORITY

The Authority shall have all the powers common to its participating Member Agencies and all additional powers set forth in the Joint Powers Authority Act relating to the creation, establishment, financing, use, operation, administration, management and delivery of

- A. Fire protection services.
- B. Rescue services.
- C. Emergency medical services.
- D. Hazardous material emergency response services.
- E. Ambulance services, pursuant to Division 2.5 (commencing with Section 1797).
- F. Adoption and enforcement of a fire prevention code pursuant to HSC 13869 et. seq.
- G. Any other services relating to the protection of lives and property for the benefit of the public located within the jurisdictional boundaries of any of the participating Member Agencies.

This Joint Powers Authority hereby is authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- A. to make and enter into contracts;
- B. to employ agents and employees and/or to contract for services from third parties;
- C. to incur debts, liabilities and obligations;
- D. to acquire property by gift, grant, exchange, devise, or purchase;
- E. to hold, lease, convey, sell, encumber, or dispose of property;
- F. to acquire, construct, manage, maintain or operate any building, works, equipment, or improvements;
- G. to sue and to be sued in its own name;
- H. to receive monetary contributions and donations of property, funds, labor, services, equipment, apparatus, and other forms of assistance from Member Agencies, or from other persons, firms, corporations and other governmental entities;
- I. to receive contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and other governmental entities;
- J. to issue or caused to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted by law by Articles 2 and 4, Chapter 5, Division 7, Title 1 of the Government Code or otherwise including, but not limited to, bonds or other evidences of indebtedness issued on behalf of the Authority or its member Agencies;
- K. obtain in its own name all necessary permits, licenses, certifications, authorizations, opinions and rulings;
- L. whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which the Authority is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations;
- M. exercise all powers incidental, necessary and proper to carry out the terms and provisions of this Agreement.

SECTION 8: BOARD OF DIRECTORS

All powers of the Authority shall be exercised by and through its Board of Directors. Said Board of Directors is hereby designated as the agency to administer and execute this Agreement pursuant to Government Code Section 6506. The Board of Directors shall be composed of the Chief Executive Officer and one designated member who shall be a Board member or Officer of the member agency. Each member agency shall also designate an alternate who shall be a Board member or Officer of the member agency.

Each member agency who has at least one member present at a meeting shall have one vote on any matters put to vote by the Authority, regardless of the number of Directors present at any meeting where a vote is held. The Board of Directors shall have the authority to conduct all business and govern all the affairs of this Joint Powers Authority under the provisions hereof and pursuant to law and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

SECTION 9: POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers:

- A. Exercise all powers and conduct all business of this Joint Powers Authority.
- B. Determine the manner and method of providing the Fire and Life Safety Protection Services authorized by this Agreement including but not limited to: (1) any contributions from the treasuries of the Member Agencies required to provide the Fire and Life Safety Protection Services authorized by this Agreement; (2) determine the amount and method of payment of public funds which may be made by the Member Agencies to defray the costs of providing such services; and (3) provide for the advancement of public funds on behalf of one or more Member Agencies to the Authority in order to facilitate the provision of services authorized by this Agreement and to determine the manner and method by which such advances will be repaid; and (4) determine the manner, method and procedure by which personnel, equipment, apparatus, or property of one or more of the Member Agencies may be loaned to the Authority in lieu of monetary contributions or advances of funds from the treasuries of such Member Agencies.
- C. Contract for various services to be provided to the Authority including, but not limited to, legal services, accountancy services, auditing services, capital improvement and equipment financing services, risk management services, and special tax, assessment and fee development services.
- D. Appoint committees; appoint staff or designate staff from Member Agencies to provide services on behalf of the Authority; and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority and the effective provision of services by this Joint Powers Authority, or alternatively designate employees of Member Agencies to perform such services on behalf of the Authority.

- E. Determine and purchase all necessary insurance coverage to protect the District and its funds in the delivery of Fire and Life Safety Protection Services by the Authority.
- F. Determine and collect contributions and/or advances of public funds from the treasuries of Member Agencies or determine the manner and method of donation of personnel, equipment, apparatus or property by one or more of the Member Agencies to the Authority in consideration for participation in the consolidated delivery of fire suppression and emergency medical and rescue services by the Member Agencies of the Authority.
- G. Deposit all funds received by the Authority in separate bank accounts in the name of the Authority.
- H. Invest funds on hand in any manner authorized by law for the investment of funds of a public agency.
- I. Direct the payment, adjustment, and defense of all claims filed by third parties which allege liability of Member Agencies of the Authority during the period of their membership in and participation in the Authority.
- J. Expend funds of the Authority only for the purpose of carrying out the provisions of the Joint Powers Agreement and the Bylaws as they now exist or may hereafter be amended.
- K. Purchase liability insurance, directors and officers liability insurance, and such other insurance as the Board of Directors may deem necessary or proper in order to protect the Authority, its employees and the Member Agencies and their personnel.
- L. Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds of the Authority.
- M. Acquire property, equipment, apparatus, and/or materials and supplies by gift, grant, exchange, lease, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all such property, equipment, apparatus, and/or materials and supplies necessary or appropriate to carry out the powers and operations of the Authority.
- N. Establish bylaws as well as policies and procedures for the operation and administration of the Authority.
- O. Enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of the Authority.

SECTION 10: RESTRICTIONS ON POWER

Such powers enumerated in Section 6 hereof are subject to the restrictions upon the manner of exercising power by a Fire Protection District formed and operating pursuant to the provisions of Health and Safety Code Section 13800 et seq. or its successor, pursuant to California Government Code Section 6509. Within the jurisdiction of each member agency, the member agency may choose to opt in or out of the exercise of any power specified in Section 6.

SECTION 11: ADMINISTRATIVE SERVICES

Pursuant to California Government Code Section 6506, under the direction of the Board of Directors of the Authority, Officers shall be elected pursuant to the ByLaws of the Authority and shall provide all administrative services to the Authority under the direction of the Board of Directors of the Authority on a continuing basis.

SECTION 12: BYLAWS

Once formed, the Authority, shall adopt ByLaws. Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all the terms and conditions of this Agreement and of said Bylaws as adopted or amended. The Authority shall operate and conduct its business and affairs pursuant to the terms of this Agreement and said Bylaws.

SECTION 13: WITHDRAWAL OR INVOLUNTARY TERMINATION

Any Member Agency may voluntarily withdraw from membership in the Authority as provided in the Bylaws; or a Member Agency may be involuntarily terminated from membership in the Authority as provided in the Bylaws. Such withdrawal by or involuntary termination of a Member Agency shall not terminate this Agreement as to the remaining Member Agencies or the existence of the Authority. Said withdrawing or terminated Member Agency shall remain subject to any and all outstanding obligations arising out of any agreements to which said withdrawn or terminated Member Agency is a signatory.

SECTION 14: TERMINATION OF AUTHORITY

The Authority may be terminated at any time upon the agreement of all of the then participating Member Agencies, provided, however, that the Authority shall continue to exist for the purpose of disposing of all claims, distribution of all assets, and all other functions necessary to wind up the affairs of the Authority. Upon termination, and after making proper provisions for the winding up of the affairs of the Authority, the Authority shall pay to the then participating Member Agencies their pro rata share of the net assets of the Authority pursuant to the provisions of the Bylaws.

SECTION 15: AMENDMENTS

This Joint Powers Agreement may be amended by an amendment in writing signed by all of the Member Agencies then parties to this Agreement. Upon signature of any amendment by all of the then participating Member Agencies, any Member Agency failing or refusing to sign such amendment may be involuntarily terminated as a party to this Agreement as provided in the Bylaws.

SECTION 16: ENFORCEMENT

The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any Member Agency which has signed this Agreement, the Member Agency agrees to pay such sums as the court may fix as attorneys fees and costs incurred by the Authority in enforcing this Agreement in said action.

SECTION 17: NON-LIABILITY OF MEMBER AGENCIES

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not be the debts, liabilities or obligations of the Member Agencies which are parties to the Joint Powers Agreement, unless assumed in a particular case by resolution of the legislative body of a participating Member Agency.

SECTION 18: NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR, AGENTS AND EMPLOYEES

The Authority and its directors, officers, administrator, agents, and employees shall not be liable to the Authority, to any participating member Agency, or to any other person for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or admitted by any director, officer, administrator, agent, or employee, for loss incurred through the investment or failure to invest funds; or loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, administrator, agent, or employee. No director, officer, administrator, agent, or employee shall be liable for any action taken or omitted by any other director, officer, administrator, agent, or employee.

SECTION 19: INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, ADMINISTRATOR, AGENTS, AND EMPLOYEES

As a public entity, the Authority shall defend and shall indemnify and hold harmless its directors, officers, administrator, agents, and employees against any claim or action arising out of any act or omission occurring within the scope of employment for Authority pursuant to the provisions of Division 3.6, Title 1, of the California Government Code, commencing at Government Code Section 810. The Authority may purchase insurance to provide coverage for acts or omissions of its directors, officers, administrator, agents and employees, pursuant to the Authority bylaws.

SECTION 20: MISCELLANEOUS PROVISIONS

- A. This Agreement shall bind and inure to the successors in interest of the Authority and to the successors in interest of each participating Member Agency in the same manner as if such parties had been expressly named herein.
- B. This Agreement shall be governed by the laws of the State of California. This Agreement together with the documents incorporated into the Agreement by reference constitute the entire Agreement between the parties regarding its subject matter. If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.

SECTION 21: EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

CALAVERAS CONSOLIDATED FIRE

By: 

Date: 3/4/2020

ALTAVILLE-MELONES FIRE PROTECTION DISTRICT

By: 

Date: 3-4-20

CENTRAL CALAVERAS FIRE PROTECTION DISTRICT

By: 
3/4/2020

COPPEROPOLIS FIRE PROTECTION DISTRICT

By: 

Date: 3/4/20

WEST POINT FIRE PROTECTION DISTRICT

By: 

Date: 3/4/20

EBBETTS PASS FIRE PROTECTION DISTRICT

By: 

Date: 3/4/20

MURPHYS FIRE PROTECTION DISTRICT

By: 

Date: 3/04/2020

SAN ANDREAS FIRE PROTECTION DISTRICT

By: 

Date: 3/4/2020

MOKELUMNE HILL FIRE PROTECTION DISTRICT

By:

Date: 3/4/2020

EXECUTION BY AUTHORITY

The Authority (the Joint Powers Authority created by this Joint Powers Agreement), hereby executes this Agreement and accepts the Agencies named above as a Member Agencies in the Authority subject to all the terms and conditions set forth in this Joint Powers Agreement and in the Bylaws, effective on 3/4/, 2020.

AUTHORITY

By:

Chairman of the Board of Directors

By:

Secretary of the Board of Directors