REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS OF THE INLAND COUNTIES EMERGENCY MEDICAL AGENCY AND RECORD OF ACTION

January 8, 2013

FROM: **THOMAS G. LYNCH, Administrator**
Inland Counties Emergency Medical Agency

SUBJECT: **JOINT POWERS AGREEMENT WITH INYO AND MONO COUNTIES FOR EMERGENCY MEDICAL SERVICES**

RECOMMENDATION(S)

Acting as the governing body of the Inland Counties Emergency Medical Agency, approve a Joint Powers Agreement **(Agreement No. 13-0019)** to provide for the operation and management of a regional Emergency Medical Services System in the Counties of San Bernardino, Inyo and Mono. (Presenter: Thomas G. Lynch, Administrator, 388-5830)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Provide for the Health and Social Services Needs of San Bernardino County Residents.
Pursue County Goals and Objectives by Working with Other Governmental Agencies.

FINANCIAL IMPACT

Approval of this item does not impact discretionary general funding (no net county cost). Inland Counties Emergency Medical Agency (ICEMA) will receive $292,479 in funding from the California Emergency Medical Services Authority to assist with performing the duties listed below. These funds were included in ICEMA's budget for fiscal year 2012-13 and will be included in subsequent budgets based upon continued funding.

BACKGROUND INFORMATION

Approval of this item will approve a new Joint Powers Agreement (JPA) that supersedes and replaces the existing 1998 JPA that provides for the operation and management of a regional Emergency Medical Services (EMS) System in the Counties of San Bernardino, Inyo and Mono.

The 20-year period since the adoption of the existing JPA has seen significant changes in the law as well as the field of emergency medicine and the organizational structure of the County. These changes make it necessary to update the JPA to address current issues and bring the JPA into conformity with the EMS Act. The most significant changes within the proposed JPA may be summarized as follows:

cc: ICEMA-Lynch w/ agree
Contractor c/o Dept w/ agree
ACR-Acct Pay Mgr w/ agree
EBIX/BPO c/o Risk
CAO-Atkeson
File - w/ agree
jr 2/6/13

ITEM 46

Record of Action of the Board of Supervisors

DEFERRED/APPROVED
COUNTY OF SAN BERNARDINO
Board of Supervisors

MOTION	AYE 1	AYE 2	AYE 3	MOVE 4	SECOND 5

LAURA H. WELCH, CLERK OF THE BOARD

BY _____

DATED: January 08, 2013

Rev11-12

- The proposed JPA brings ICEMA into conformity with a County organizational change in 2007 which separated ICEMA from the Department of Public Health. The new JPA recognizes this organizational change by shifting the direct reporting structure of ICEMA from the County's Public Health Officer to its Chief Executive Officer (CEO). The new JPA further designates the CEO, or his deputy, as the Executive Officer of ICEMA.
- The updated JPA adds provisions which had not been included in the previous JPA for medical and health disaster response planning for Inyo and Mono Counties.
- Provisions have been added which address the establishment of exclusive operating areas for emergency ambulance providers.
- The JPA further adds needed administrative provisions relating to definitions, minutes, quorums, budgets and fiscal reports, insurance and indemnity, and distribution of assets upon termination of the JPA, and other miscellaneous provisions.

The proposed JPA was approved by the Counties of Inyo and Mono on September 25, 2012 and December 6, 2012, respectively. This Agreement will become effective once approved by the Boards of Supervisors of all three counties and shall continue until terminated by the withdrawal of two (2) or more members.

In accordance with the EMS Act, ICEMA is tasked with centralizing the administration of common EMS functions at the regional level including the training and medical oversight of EMS personnel, communications, data collection, and the oversight and regulation of emergency ambulance transport services. The benefits derived from centralizing the administration of common EMS functions at the regional level include:

- Reducing administrative and program costs
- Standardizing system coordination of emergency response and patient flow
- Focusing of regional EMS concerns
- Providing a more effective impact at the state level; and matching administrative boundaries with natural systems

In 1975 the original JPA was approved by the Counties of San Bernardino, Riverside, Inyo and Mono to provide for the operation and management of a regional EMS System. The JPA established ICEMA as a Local Emergency Medical Services Agency (LEMSA) under the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (EMS Act).

In 1988, Riverside County withdrew from ICEMA necessitating a revision of the JPA. The result was the present tri-county JPA which is still in use.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Alan Green, Deputy County Counsel, 387-5288) on December 5, 2012 and the County Administrative Office (Steve Atkeson, Administrative Analyst, 387-0294) on December 21, 2012.

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

STANDARD CONTRACT

FOR OFFICIAL USE ONLY

☒ New ☐ Change ☐ Cancel	FAS Vendor Code	SC	Dept. ICM	A	Contract Number 13-0019
ePro Vendor Number					ePro Contract Number
Inland Counties Emergency Medical Agency		Dept. ICM	Orgn. ICM		Contractor's License No.
Contract Representative: Thomas G. Lynch, EMS Administrator		Telephone (909)388-5823			Total Contract Amount

Contract Type: ☐ Revenue ☐ Encumbered ☐ Unencumbered ☒ Other:

If not encumbered or revenue contract type, provide reason:

Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment Amount
			$	$

Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
						$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						$

Project Name	Estimated Payment Total by Fiscal Year				
ICEMA Joint Powers Agreement	FY	Amount	I/D	FY	Amount

THIS CONTRACT is entered into in the State of California by and between the **SAN BERNARDINO COUNTY** hereinafter called the **COUNTY**, and

Name: County of Inyo — hereinafter called

Address: 163 May Street — Inyo County

Bishop, CA 93514

Telephone: (760) 873-3305 — Federal ID No. or Social Security No.:

and

Name: County of Mono — hereinafter called

Address: P.O. Box 3329 — Mono County

Mammoth Lakes, CA 93546

Telephone: (760) 924-1830 — Federal ID No. or Social Security No.:

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

JOINT EXERCISE OF POWERS AGREEMENT

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INLAND COUNTIES EMERGENCY MEDICAL AGENCY
JOINT EXERCISE OF POWERS AGREEMENT

FOR THE OPERATION AND MANAGEMENT OF AN
EMERGENCY MEDICAL SERVICES SYSTEM IN THE
COUNTIES OF INYO, MONO, AND SAN BERNARDINO AND ESTABLISHING
THE INLAND COUNTIES EMERGENCY MEDICAL AGENCY

THIS JOINT EXERCISE OF POWERS AGREEMENT, dated as of January 8, 2013 (this "Agreement"), is entered into by and among the County of Inyo ("Inyo"), the County of Mono ("Mono"), and the County of San Bernardino ("San Bernardino"), each a body corporate and politic.

RECITALS

WHEREAS, Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code, permits two or more public agencies to enter into an agreement for the joint exercise of powers; and

WHEREAS, the parties hereto, together with the County of Riverside ("Riverside"), previously entered into that certain Joint Powers Agreement Between the Counties of San Bernardino, Riverside, Mono, and Inyo, Creating the Inland Counties Emergency Medical Authority, dated April 8, 1975 (the "1975 JPA"), by and between San Bernardino, Riverside, Inyo and Mono; and

WHEREAS, the parties to the 1975 JPA subsequently entered into that certain Joint Exercise of Powers Agreement for the Purpose of Providing for the Operation and Management of an Emergency Medical Services System in the Counties of Inyo, Mono, Riverside and San Bernardino and Creating the Inland Counties Emergency Medical Agency, dated December 10, 1984 (the "1984 JPA"), by and between Inyo, Mono, Riverside and San Bernardino, which superseded the 1975 JPA; and

WHEREAS, the parties hereto entered into that certain Joint Exercise of Powers Agreement for the Purpose of Providing for the Operation and Management of an Emergency Medical Services System in the Counties of Inyo, Mono and San Bernardino and Creating the Inland Counties Emergency Medical Agency, dated April 25, 1988 (the "1988 JPA"), by and between Inyo, Mono and San Bernardino, which superseded the 1984 JPA; and

WHEREAS, there now exists within the area of jurisdiction of the Parties hereto, a joint powers agency known as the Inland Counties Emergency Medical Agency ("ICEMA") established by the 1975 JPA and continued by the 1984 JPA and continued further by the 1988 JPA; and

WHEREAS, there continues to exist an urgent and demonstrated need to maintain a multi-county Emergency Medical Services (EMS) program in order to continue to improve Emergency Medical Services and to jointly undertake necessary solutions; and

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	**Keyed By**

WHEREAS, the Parties hereto desire to further delineate local EMS agency responsibilities in accordance with the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (as defined herein below), and to continue jointly exercising the powers common to the Parties with respect to the EMS program and the EMS Act; and

WHEREAS, the Parties intend that this Agreement will supersede and replace all prior joint exercise of powers agreements by and among the Parties relating to ICEMA.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article I shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code.

"Agreement" means this Joint Exercise of Powers Agreement.

"Auditor-Controller" means the Auditor-Controller of ICEMA appointed pursuant to Section 3.03.

"Board" or "Board of Directors" means the Board of Directors of ICEMA referred to in Section 2.04, which shall be the governing body of ICEMA.

"EMS Act" means the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (Section 1797, et seq. of the Health and Safety Code).

"Executive Officer" means the Executive Officer of ICEMA appointed pursuant to Section 3.04.

"Fiscal Year" means the period from July 1st to and including the following June 30th.

"ICEMA" means the public entity known as the Inland Counties Emergency Medical Agency established pursuant to Article II of this Agreement.

"Medical Director" means the Medical Director of ICEMA appointed pursuant to Section 3.06.

"Member" means, individually, each of the County of Inyo, the County of Mono, and the County of San Bernardino.

"Members" means, collectively, the County of Inyo, the County of Mono, and the County of San Bernardino.

"Secretary" means the Secretary of ICEMA appointed pursuant to Section 3.02.

"State" means the State of California.

"Treasurer" means the Treasurer of ICEMA appointed pursuant to Section 3.03.

ARTICLE II

GENERAL PROVISIONS REGARDING PURPOSE, CREATION AND OPERATION OF ICEMA

Section 2.01. Purpose. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500, relating to the joint exercise of powers common to the public agencies, in this case the Counties of Inyo, Mono, and San Bernardino. The three (3) counties each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to exercise such powers for the continued provision of overall systems management and evaluation of a multi-county EMS system by and through a joint powers agency within the territorial and jurisdictional boundaries of the Members, as authorized by Section 1797.200 of the EMS Act.

Section 2.02. Term. This Agreement shall become effective when it has been approved by the Boards of Supervisors of all the Members. This Agreement shall continue in full force and effect until terminated by the withdrawal of two (2) or more Members.

Section 2.03. Creation of ICEMA. Pursuant to the Act, there is hereby continued a public entity known as the "Inland Counties Emergency Medical Agency", hereinafter referred to as "ICEMA." ICEMA is and shall continue to be a public entity separate and apart from the Members and shall administer this Agreement.

Section 2.04. Board of Directors. The Board of Supervisors of the County of San Bernardino shall serve as the Board of Directors of ICEMA. The Board of Directors shall govern ICEMA.

Section 2.05. Meetings of the Board. The date, hour and place of the holding of meetings of the Board shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each party hereto. Notice of the conduct of meetings shall be in accordance with the provisions of the Ralph M. Brown Act commencing with Section 54950 of the Government Code. The Board of Directors of ICEMA shall hold at least one regular meeting each year.

Section 2.06. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board, and of the Members, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Member.

Section 2.07. Quorum; Required Votes. A majority of the Board of Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the seated Directors present at any meeting in which a quorum is present shall be required to take any action by the Board.

Section 2.08. Annual Budget. The Board shall adopt an annual budget for each Fiscal Year. Prior to adoption, the draft regional funding budget shall be provided to each Member for review.

Section 2.09. Annual Operational and Fiscal Report. The Board shall cause an annual operational report and annual fiscal report to be prepared and provided to each Member.

Section 2.10. Withdrawal of Member. Any Member may withdraw from ICEMA and terminate its participation in this Agreement by giving a minimum of six (6) months prior written notice to all other Parties, provided that the withdrawing Party shall pay its proportionate share of indebtedness which has been incurred while the withdrawing Party was a Party to this Agreement. Upon the effective date of withdrawal, this Agreement shall be deemed automatically amended to reflect the deletion of the withdrawing Member. Withdrawal shall not relieve the withdrawing Member of any financial obligations or liability arising prior to withdrawal.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Chair and Vice-Chair. The Chair and Vice-Chair of the County of San Bernardino Board of Supervisors shall be the Chair and Vice-Chair of the Board, respectively. The Chair shall sign all contracts on behalf of ICEMA, except as otherwise set forth in this Agreement, and shall perform such other duties as may be imposed by the Board. The Vice-Chair shall sign contracts and perform all of the Chair's duties in the absence of the Chair.

Section 3.02. Secretary. The Secretary to the Board of Directors shall be the Clerk of the Board of Supervisors of the County of San Bernardino. The Secretary shall serve at the pleasure of the Board. The Secretary shall countersign all contracts signed by the Chair or Vice-Chair on behalf of ICEMA. The Secretary shall cause a notice of this Agreement to be filed with the California Secretary of State pursuant to Section 6503.5 of the Act and Section 53051 of the California Government Code. The Secretary shall be responsible to the Board for the call, noticing and conduct of the meetings pursuant to the Ralph M. Brown Act (Section 54950 et seq. of the California Government Code).

Section 3.03. Treasurer; Auditor-Controller. Pursuant to Section 6505.5 of the Act, the San Bernardino County Treasurer is hereby designated as the Treasurer of ICEMA. The Treasurer shall be the depository, shall have custody of all of the money of ICEMA from whatever source, and shall have the duties and obligations of Treasurer as set forth in Sections 6505 and 6505.5 of the Act. As provided in Section 6505.5 of the Act, given the appointment of the Treasurer, the officer performing the functions of auditor or controller shall be the San Bernardino County Auditor/Controller, who shall have the duties assigned to the auditor or controller in Sections 6505 and 6505.5 of the Act, including the duty to "contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of [ICEMA]". As further provided in Section 6505.5 of the Act, the San Bernardino County Board of Supervisors "shall determine charges to be made against [ICEMA] for the services of the treasurer and auditor."

Section 3.04. Executive Officer; employment of staff. The Chief Executive Officer of the County of San Bernardino, or a Deputy Executive Officer designated by the Chief Executive Officer, shall be the Executive Officer of ICEMA. The Board of Directors shall also employ sufficient staff to carry out the obligations of ICEMA. The employees performing services for ICEMA shall be employees of the County of San Bernardino, whose work for ICEMA shall be funded by ICEMA. The personnel rules and policies

of the County of San Bernardino shall apply to employees of the County of San Bernardino who are performing services for ICEMA.

Section 3.05. Medical Director. The Board of Directors shall appoint a full or part-time licensed physician and surgeon as Medical Director of ICEMA. The Medical Director shall have the duties and obligations as set forth in the EMS Act.

Section 3.06. Officers in Charge of Records, Funds and Accounts. Pursuant to Section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of ICEMA and all records of ICEMA relating thereto. ICEMA's expenditures and revenues shall be maintained in a separate budget unit. The Secretary shall have charge of, handle and have access to, all other records of ICEMA. Public officers or persons who have charge of, or who handle or have access to, any property of ICEMA shall file an official bond in the same amount as is required of public officers of the County of San Bernardino.

Section 3.07. Legal Advisor. The San Bernardino County Counsel shall serve as legal advisor and counsel to ICEMA.

Section 3.08. Officers and Employees of ICEMA. As provided in Section 6513 of the Act, all of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of ICEMA to the same degree and extent while engaged in the performance of any of the functions and other duties of such offices, agents or employees under this Agreement.

ARTICLE IV

POWERS

Section 4.01. General Powers. ICEMA shall exercise, in the manner herein provided, the powers which are common to each of the Members, or as otherwise permitted under the Act, and, necessary to the accomplishment of the purpose, as provided in Section 2.01 of this Agreement. As provided in the Act, ICEMA shall be a public entity separate from the Members.

Section 4.02. Specific Powers. ICEMA is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing general powers, including but not limited to, any or all of the following:

(a) to make and enter into contracts;

(b) to employ agents or employees;

(c) to sue and be sued in its own name;

(d) to incur debts, liabilities or obligations, provided that no such debt, liability, or obligation shall constitute a debt, liability or obligation of the Members;

(e) to apply for, accept, receive and disburse grants, loans, contributions and other aid from any agency of the United States of America, the State, local government, or a private entity;

(f) to invest any money in the treasury pursuant to Section 6509.5 of the Act which is not required for the immediate necessities of ICEMA, as ICEMA determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to section 53601 of the California Government Code; and

(g) to carry out and enforce all the provisions of this Agreement.

Section 4.03. Restrictions on Powers. Pursuant to Section 6509 of the Act, the above powers shall be subject to the restrictions upon the manner of exercising the power of one of the Members, which shall be designated as San Bernardino County.

Section 4.04. Obligations of ICEMA. The debts, liabilities and obligations of ICEMA shall not be the debts, liabilities and obligations of the Members.

Section 4.05 Claims.

(a) All claims against ICEMA including but not limited to claims by public officers and employees for fees, salaries, wages, mileage or other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures approved by the Auditor-Controller of ICEMA and established by the Board pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code. The Board shall adopt a regulation requiring that all claims shall be so filed.

(b) The Auditor-Controller shall audit and allow claims without prior approval of the Board in any of the following cases:

1. Claims that are based on the duly approved ICEMA budget; and

2. Expenditures which have been authorized by ICEMA's Executive Officer.

The Auditor-Controller shall require certification by the requisitioning or receiving employee that goods and/or services have been received as contracted for in accordance with the applicable authorization described above.

ARTICLE V

REGIONAL EMERGENCY MEDICAL SERVICES SYSTEMS MANAGEMENT

Section 5.01. Agency Designation. ICEMA is hereby designated as the Local EMS Agency by each of the Parties to this Agreement and as such is responsible for the planning, implementation and evaluation of EMS System, consistent with State Guidelines and the EMS Act.

Section 5.02. Agency Functions. ICEMA shall perform all of the following duties, obligations and functions, including but not limited to:

(a) ICEMA shall perform all duties described and outlined for Local EMS Agencies in Division 2.5 of the Health and Safety Code and other applicable statutes and regulations, subject to 5.03 below.

(b) ICEMA shall provide an organizational and committee structure which fosters inter-agency and intra-agency coordination and maintains an effective working relationship between individuals and groups.

(c) ICEMA shall provide liaison with Member's Boards of Supervisors, Emergency Medical Care Committees and providers to plan effective program variations which meet specific county, provider and patient needs and shall keep Members informed through regular meetings and correspondence of legal, policy, or other issues affecting ICEMA or the provision of emergency medical services within Members' counties.

(d) ICEMA shall periodically assess designated facilities to assure that listed treatment capability is current and modifications of triage and treatment guidelines reflect current medical practice.

(e) ICEMA shall monitor EMS legislative activities on behalf of the Member counties at the State and local levels.

(f) ICEMA shall provide for data collection, analysis and dissemination to assure a factual basis for multi-county program activities.

(g) In conjunction with its Members, ICEMA shall evaluate multi-county systems effectiveness and service delivery to patients through patient care audits, monitoring of field treatment activities and patient disposition as it relates to their specific medical condition.

(h) ICEMA shall research availability of funds, institute applications where appropriate, and manage its budget in accordance with San Bernardino County policies and specific requirements of funding sources.

(i) ICEMA shall provide for coordination of multi-county EMS systems public education programs and related public relations.

(j) In conjunction with the local Health Departments of Member counties, ICEMA shall coordinate medical and hospital disaster preparedness with other local, state, and federal agencies and departments having a responsibility relating to disaster response.

(k) ICEMA shall comply with all other relevant requirements as stated in the EMS Act.

Section 5.03. Exclusive Operating Areas. ICEMA shall maintain or modify exclusive operating areas in accordance with the following:

a) The boundaries of exclusive operating areas shall be maintained as exist in the Member counties as of the date of this Agreement, unless their modification is recommended by the board of supervisors of the county in which they are and such modification is reviewed and approved by ICEMA and the California Emergency Medical Services Authority.

(b) An exclusive operating area may be modified by recommendation of the board of supervisors of the county in which the exclusive operating area is located and upon review and approval by ICEMA and the California Emergency Medical Services Authority.

(c) Within ICEMA's jurisdiction, there currently exist exclusive operating areas in which service is provided by existing providers who operate in the manner and scope in which the services have been provided without interruption since January 1, 1981. Such exclusive operating areas will continue to be served by the existing providers, unless otherwise required by law. As for all other exclusive operating areas, and for those in which existing providers cease operations a competitive selection process may be utilized to select a provider to serve an exclusive operating area on recommendation of the board of supervisors of the county in which the exclusive operating area is located and upon review and approval by ICEMA and the California Emergency Medical Services Authority.

(d) Regarding exclusive operating areas in which competitive selection of service providers is utilized, staff of the county in which the exclusive operating area is located shall actively participate in the selection process. Service providers shall be selected upon recommendation of the board of supervisors of the county in which the exclusive operating area is located and by action of the Board.

ARTICLE VI

CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION

Section 6.01. Contributions. The Members may but are not required to make contributions from their treasuries for the purpose set forth in Section 2.01, make payments of public funds to defray the cost of such purpose, make advances of public funds for such purpose, and/or use personnel, equipment or property in lieu of other contributions or advances. The provisions of Section 6512 of the Act are hereby incorporated into this Agreement by this reference.

Section 6.02. Distribution of Assets upon Termination. Upon termination of this Agreement and after resolution of all debts, liabilities and obligations, all property, both real and personal, of ICEMA, except funded equipment in ICEMA's possession for use under this Agreement, shall be divided among the Members in proportion to each Member's contributions determined as of the time of termination.

ARTICLE VII

INDEMNIFICATION AND INSURANCE

Section 7.01. ICEMA Indemnification of Members. ICEMA shall indemnify, defend and hold harmless each of the Members and their authorized officers, employees, agents and volunteers from any and all

claims, actions, losses, damages and/or liability arising from ICEMA's acts, errors or omissions and for any costs or expenses incurred by the Member(s) on account of any claim therefore, except where such indemnification is prohibited by law.

Section 7.02. Member Indemnification. Pursuant to the provisions of California Government Code section 895 et seq., and except as provided in Section 7.01 herein, each Member agrees to defend, indemnify and hold harmless each other Member from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful act or omission of any agent, officer and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

Section 7.03. Insurance. The Board shall provide for insurance covering liability exposure in an amount as the Board determines necessary to cover risks of activities of ICEMA. The Board may satisfy this obligation by purchasing insurance or by participating in a program of self-insurance pursuant to Government Code Section 990.4, either in its own right or under the self-insurance program of the County of San Bernardino.

Section 7.04. Third Party Beneficiaries. This Agreement and the obligations herein are not intended to benefit any party other than its Members, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under the Agreement, except as expressly stated in this Agreement.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01. Notices. Notices hereunder shall be in writing and shall be sufficient if addressed to the offices listed below and shall be deemed given upon deposit into the U.S. mail, first class, postage prepaid:

Inyo County
Department of Health and Human Services
163 May Street
Bishop, CA 93514

Mono County
Paramedic Chief
PO Box 3329
Mammoth Lakes, CA 93546

San Bernardino County
Inland Counties Emergency Medical Agency
1425 S. D Street
San Bernardino, CA 92415-0060

The Members and ICEMA may change the above addresses for notice purposes by written notification as provided above to each of the other Members and ICEMA. Said change of address shall be filed with ICEMA's Bylaws. Meeting notices and general correspondence may be served electronically.

Section 8.02. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

Section 8.03. Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental agreements executed by mutual agreement of the Boards of Supervisors of the Members hereto.

Section 8.04. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 8.05. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. None of the Members may assign any right or obligation hereunder without the written consent of the others.

Section 8.06. Section Headings. All article and section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 8.07. Multiple Counterparts. This Agreement is executed in multiple counterparts, any one of which shall be deemed an original for any purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

SAN BERNARDINO COUNTY

► Janice Rutherford

~~Josie Gonzales~~, Chair, Board of Directors
Janice Rutherford

Dated: JAN 08 2013

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch, Secretary

By _____
Deputy

BOARD OF SUPERVISORS SAN BERNARDINO COUNTY, CA

MONO COUNTY

By ► _____

~~Tim Hazard~~, Chair, Mono County
Board of Supervisors

Name VIKKI BAUER
(Print or type name of person signing MOU)

Title BOARD Chair
(Print or Type)

Dated: Nov. 6, 2012

Address P.O. Box 715
BRIDGEPORT, CA 93517

INYO COUNTY

► Marty Fortney

Marty Fortney, Chair, Inyo County
Board of Supervisors

Name MARTY FORTNEY
(Print or type name of person signing MOU)

Title CHAIRPERSON, BOARD OF SUPERVISORS

Dated: 9-25-12

Address P. O. Box X
INDEPENDENCE, CA 93526

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to Board for Signature
►	►	►
Counsel ALAN L. GREEN		
Date 11/16/12	Date	Date