

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made and entered into by and among the City of Stockton, a charter city and municipal corporation in the State of California (“Stockton”), the City of Lodi, a general law city and municipal corporation in the State of California (“Lodi”), and the South San Joaquin County Fire Authority, a duly organized joint powers agency under the Joint Exercise of Powers Act (“SSJCFA”), each of which may be hereinafter referred to individually as “Party” and collectively as the “Parties” or “Members.” There are no other parties to this Agreement.

RECITALS

1. Government Code sections 6500-6515 permit two or more local public entities to jointly exercise any power common to them by agreement.
2. The Parties desire to improve the delivery of emergency medical services by establishing a holistic approach, including, but not limited to, emergency ground ambulance transportation, 9-1-1, interfacility, and critical care transportation, which they each are authorized to provide.
3. To accomplish this goal, the Parties agree that a public-private alliance model for the provision of emergency ground ambulance transportation may be appropriate.
4. The Parties agree that access to service determined by a single command center operating through the City of Stockton Fire Department’s Emergency Communication Division (“Stockton Fire ECD”) will ensure the right medical resources are dispatched to the most appropriate call for service.
5. The Parties believe that the joint retention of a private ambulance service provider may deliver a higher level of service and faster emergency response times for our communities with the planned addition of ambulances, paramedics, and Emergency Medical Technicians (EMTs), to better meet the needs of each Parties’ communities, and the increased demand to provide services to the expanded geographic area and locations. This joint retention could also allow greater transparency and accountability to the Parties and individuals served, because both first responders and the public would know precisely where and how ambulances are deployed to serve community needs.
6. The Parties further believe that utilizing a platform that tracks all active incidents, responses, and real-time operations will allow the mobilization of resources to occur quickly to different county regions, which will in turn ensure that emergency resources are available to each community member when they need it most.
7. The Parties desire to enter into a Joint Powers Agreement (“JPA”) to jointly consider the provision of emergency and non-emergency ambulance services and contracting with a private ambulance service provider for such service delivery. To that end, the Parties desire to enter into this Agreement to coordinate efforts in procuring a private ambulance service

provider to partner with the proposed JPA. Should a qualified provider be selected and a sustainable financial model be developed, the Parties agree, pursuant to the terms and conditions set forth herein, to enter into a JPA and submit a proposal and request authorization by the San Joaquin County EMS Agency to provide emergency and non-emergency ambulance services.

NOW, THEREFORE, it is mutually understood and agreed by the Parties as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 21 of this Agreement, Sections 1 through 21 shall prevail.

2. **Purpose.** The purpose of this Agreement is to develop a single Request for Proposals (“RFP”) for procurement of emergency and non-emergency ambulance services, including, but not limited to, emergency ground ambulance transportation, 9-1-1 emergency dispatch assistance, interfacility transportation, and critical care transportation (the “Services”). It is the intention of the Parties that such Services would ultimately be contracted by and the responsibility of a separate joint powers agency, formed by the Parties hereto pursuant to Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with § 6500, as amended from time to time) (the “Authority”).

3. **Formation of the Authority.** The Parties agree that, should one (1) or more qualified bidders submit a satisfactory proposal in response to the RFP and a sustainable financial model is developed, a JPA forming the Authority shall be presented to each Party’s governing body for consideration and approval. The JPA shall give the Authority authorization, in its own name, to do all acts necessary to procure and provide the Services, including, but not limited to, each of the following:
 - (1) Make and enter contracts, including, but not limited to, contracting with San Joaquin County EMS Agency (the “EMS Agency”) to serve as the EMS provider under the EMS Agency’s plan and contracting with ambulance service providers to assist with delivering such services.

 - (2) Incur debts, liabilities, and obligations; provided that no debt, liability, or obligation of the Authority is a debt, liability, or obligation of any Party except as separately agreed to by a Party in writing, agreeing to be so obligated.

 - (3) Acquire, hold, construct, manage, sell, or otherwise dispose of real and personal property by appropriate means, excepting only eminent domain.

- (4) Receive contributions and donations of property, funds, services, and other forms of assistance from any source.
- (5) Sue and be sued in its own name.
- (6) Employ agents and employees.
- (7) Lease real or personal property as lessee or lessor.
- (8) Receive, collect, invest, and disburse monies.
- (9) Issue revenue bonds or other forms of indebtedness, as provided by law.
- (10) Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement.
- (11) Assign, delegate, or contract with a Party or third party to perform any of the duties of the Board, including, but not limited to, acting as administrator for the Authority.
- (12) Exercise all other powers necessary and proper to carry out the provisions of this Agreement.

These powers will be exercised in the manner provided by applicable law and as expressly set forth in the JPA.

4. **Term.** This Agreement shall become effective upon full execution by all Parties hereto (“Effective Date”) and shall remain in effect until terminated in accordance with Section 10, below.
5. **Development of the RFP.**
 - a. The Parties agree to cooperate to develop an RFP seeking qualified and responsible bidders to partner with the Authority to perform the Services; however, the Parties agree and understand that any award of a contract pursuant to the RFP shall be completed by the Authority formed pursuant to Section 2, above.
 - b. The Parties agree to cooperate to review and evaluate any proposals submitted pursuant to the RFP for purposes of assisting their respective governing bodies in considering the formation of the Authority to partner with a qualified and responsible bidder to provide the Services.
 - c. The Parties agree to cooperate to develop a JPA, including, but not limited to, recommended procedures for governance, funding, administration, dispute resolution, and stakeholder participation requirements.

6. **Roles and Responsibilities of the Parties.** In addition to performance of the roles and responsibilities set forth above related to, among other things, development of the RFP, the Parties shall:
- a. Work jointly to meet the objectives of this Agreement through, among other things, coordination of all activities related to fulfillment of said objectives;
 - b. Internally or jointly designate a staff person(s) to provide expertise and existing information in a timely manner and to participate in the development of the RFP or related materials or actions being considered by each Party agency; and
 - c. Upon recommendation of staff for each Party agency, consider approval of the JPA and, as defined in the JPA once approved, participate as necessary in the formation of the JPA. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed as obligating any Party to approve the JPA developed pursuant to this Agreement, or as preventing any Party from adopting the JPA developed pursuant to this Agreement in the event that any Party hereto fails to recommend approval or another Party elects not to approve the JPA developed under this Agreement.
7. **Interagency Communication.** To provide for consistent and effective communication among the Parties, each Party agrees to designate a representative as its central point of contact on all matters relating to this Agreement and the JPA. Additional representatives from a Party's staff may be appointed to serve as points of contact on specific actions or issues.
8. **Fiscal.** Each Party shall be responsible for their own costs and expenses incurred in carrying out the cooperative efforts agreed to and set forth herein, up to and including the final approval of the JPA by each Party's governing body. Each party shall operate within their respective authority limits and applicable processes.
9. **Liability and Indemnification.** No Party, nor any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this Agreement. The Parties further agree, pursuant to Government Code section 895.4, that each Party shall fully indemnify and hold harmless each other Party and its agents, officers, employees, and contractors from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such Party under this Agreement.
10. **Termination.** Unless earlier terminated pursuant to this Section 10, this Agreement shall automatically terminate without any further action of the parties, upon the occurrence of any of the following events:

- a. Failure to develop an RFP seeking qualified and responsible bidders to partner with the Authority to perform the Services; or
- b. Failure of the RFP to secure a qualified and responsible bidder to partner with the Authority to perform the Services; or
- c. Approval of the JPA by the governing bodies of all Parties (“Automatic Termination”).

The Parties may mutually agree in writing to terminate or extend this Agreement at any time prior to the Automatic Termination.

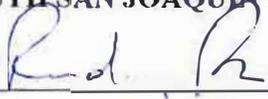
11. **Withdrawal from MOA.** Any Party may withdraw from this Agreement by delivery of at least sixty (60) days advance written notice to the other Parties of the proposed withdrawal. The withdrawing Party’s legal rights and obligations under the Agreement shall continue through the proposed withdrawal date, and such withdrawal shall not affect the legal status of the Agreement or alter any other Party’s legal rights or obligations under the Agreement.
12. **Modification.** No alteration, amendment, or modification of this Agreement shall be valid unless made in writing and executed by all Parties to this Agreement.
13. **Assignment.** No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement, in whole or in part, to any individual, firm, or corporation, without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.
14. **Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.
15. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
16. **Entire Agreement.** This Agreement constitutes the sole, entire, integrated, and exclusive agreement between the Parties regarding the contents herein. Any other contracts, agreements, terms, understandings, promises, or representations not expressly set forth or referenced in this writing are null and void and of no force and effect.

17. **Construction and Interpretation.** The Parties agree and acknowledge that this Agreement has been developed through negotiation, and that each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.
18. **No Third-Party Beneficiaries.** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties hereto and their respective successors and assigns, any rights or remedies under or by virtue of this Agreement.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and venued in San Joaquin County.
20. **Section Headings.** All section headings contained herein are for the convenience of the Parties and reference only and are not intended to define or limit the scope of any provision of this Agreement.
21. **Counterparts.** This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes but one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY:

By: 
Randall Bradley, Fire Chief

Date: 10/25/2024

Approved as to Form:

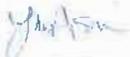

Tom Hallinan (Oct 28, 2024 15:04 PDT)
Tom Hallinan, General Counsel

CITY OF STOCKTON:

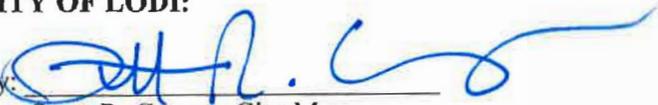
By: 
Harry Black (Oct 28, 2024 15:12 PDT)
Harry Black, City Manager

Date: 10-28-2024

Approved as to Form:


Lori Asuncion, City Attorney

CITY OF LODI:

By: 
Scott R. Carney, City Manager

Date: October 31, 2024

Approved as to Form:


Katie Lucchesi (Oct 28, 2024 15:32 PDT)
Katie Lucchesi, City Attorney

ATTEST:


OLIVIA NASHED
City Clerk