

**JOINT POWERS AGREEMENT
BETWEEN FALLBROOK HEALTHCARE DISTRICT
AND NORTH COUNTY FIRE PROTECTION DISTRICT**

THIS JOINT POWERS AGREEMENT ("Agreement") is entered into and executed as of September 27, 2016, by and between FALLBROOK HEALTHCARE DISTRICT ("FHD"), a California local healthcare district organized and operating under Health and Safety Code section 32000 et seq., and NORTH COUNTY FIRE PROTECTION DISTRICT ("NCFPD"), a California special district organized and operating under Health and Safety Code section 13800 et seq., pursuant to the Joint Exercise of Powers Act (Gov. Code, § 6500 et seq.).

RECITALS

A. FHD and NCFPD have each determined that they can best fulfill their respective missions of providing community health care service and emergency medical services by collaborating on operation and management by working together to exercise certain powers.

B. FHD and NCFPD have determined that working together to provide health care services and emergency care services to the communities served by FHD and NCFPD will provide substantial benefits to each party and to the communities that they each serve.

C. In order to implement the foregoing benefits, the parties now wish to memorialize their agreements and understandings in the manner set forth herein.

THEREFORE, in consideration of their mutual promises and undertakings set forth herein, the parties agree as follows:

AGREEMENT

ARTICLE 1. PURPOSE AND POWERS.

1.1 Purpose. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1, of the Government Code, commencing with section 6500, relating to the joint powers common to public agencies. The parties possess the powers under the Local Health Care District Law pursuant to Health and Safety Code section 32000 et seq., and the Fire Protection District Law pursuant to Health and Safety Code section 13800 et seq. The purpose of this Agreement is to exercise certain of such powers as agreed to be exercised jointly by the parties (the "Programs"). All Programs and all activities under this Agreement will be in accordance with the laws applicable to California agencies. The Programs will specifically include, but not be limited to:

1.1.1 Community Programs. The parties will explore mechanisms to engage in, and to carry out, to the extent permitted by law, collaborative programs to enhance and expand availability of health care and emergency health services to the communities served by the agencies.

1.1.2 Contracting. The parties will explore mechanisms to engage in, and to carry out, to the extent permitted by law, joint contract negotiation with third parties to provide health care and emergency medical services.

1.2 Benefit of Community. The parties have the power to do any agreed upon activity that would be beneficial to the communities served by either party as authorized by law, including but not limited to the Local Health Care District Law.

ARTICLE 2. ADMINISTRATION

2.1 Party Representatives. The Executive Director of FHD and the Fire Chief of NCFPD (or such other person as may be designated by such party) will act as the parties' representatives ("Representatives") in planning, developing, and implementing the Programs. The Representatives shall not take any action that requires either party's approval without first receiving such approval from the respective party's Board.

ARTICLE 3. PROGRAM SELECTION AND BUDGETS

3.1 Program Selection. The Representatives shall work together to develop necessary Programs. No Program shall become operational unless it has been approved by both parties. Each Program shall include a plan for continuation or termination of the Program if this Agreement is terminated.

3.2 Program Budget. When the Representatives approve a Program, they shall also establish a budget for such Program. The budget should include the initial and ongoing costs of the Program and each party's responsibilities, both financial and resources. This approved Program and related budget shall be forwarded to the parties for approval, if applicable, at least thirty (30) days prior to the commencement of the start of the Program, unless otherwise agreed by the parties in writing.

3.3 Action of Parties. Within sixty (60) days of receipt of the Representative-approved Program and related budget, each party shall approve, disapprove, or recommend revision of the Program and related budget.

ARTICLE 4. TERM AND TERMINATION

4.1 Effective Date. This agreement shall be effective as of September 27, 2016.

4.2 Term. This Agreement shall continue in full force and effect for an initial term of five (5) years. At the conclusion of the initial term, unless either party has provided at least six (6) months' notice of its intent to not to renew this Agreement, this Agreement shall automatically renew for an additional three (3) year term. Unless either party has provided at least six (6) months' notice of its intent to not to renew this Agreement, this Agreement shall continue in full force and effect indefinitely at the conclusion of the second term, until either party causes termination of this Agreement by providing at least six (6) months' written notice of its intent to terminate the Agreement to the other party.

4.3 Parties' Rights and Duties on Expiration or Termination. Should this Agreement expire at the end of its initial or any subsequent term, or if it is terminated for any reason, the parties shall continue to work together until all obligations incurred prior to the earlier of expiration or delivery of notice of termination have been fully performed. No further obligations will be incurred under this Agreement.

ARTICLE 5. MISCELLANEOUS

5.1 Marketing. Neither party will use the other party's name for purposes of marketing or advertising without the prior written consent of the other party.

5.2 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter, and shall be binding upon and inure benefit of the parties, their successors and assigns.

5.3 Additional Parties. Nothing herein shall preclude the addition of other governmental entities as parties to this Agreement, so long as all of the parties agree to such addition. If an entity is added as a party, it shall be bound by the terms and conditions of this Agreement.

5.4 Notices. Notices required by law or by this Agreement, shall be deemed sufficient if given, in writing and deposited in the United States Mail, postage prepaid, to the following:

To NCFPD: Stephen Abbott, Fire Chief
North County Fire Protection District
330 S. Main St.
Fallbrook, CA 92028

To FHD: Fallbrook Healthcare District
138 S. Brandon Road
Fallbrook, California 92028
Attn: Bobbi Palmer, Executive Director

5.5 Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall be to any extent judged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, or conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent allowed by law.

5.6 Agreement Not Partnership or Joint Venture; No Third Party Beneficiaries. Nothing in this Agreement shall be deemed to establish relationships between the parties other than those expressly described and set forth. The agreements contained herein are made solely for the benefit of the parties, and shall not be construed as benefiting any person who is not a party to this Agreement.

5.7 Waiver of Terms; Effect. The time specified in this Agreement for performance of any act by the parties, may be extended or waived, for good cause by either party. Any such extension or waiver shall affect only the time period to which it is directed, and it shall not be deemed applicable to subsequent deadlines relating to the subject matter of the extension or waiver, nor shall it be deemed to apply to any other time constraints or requirements contained in this Agreement.

5.8 Titles and Headings Not Part. Titles and headings contained herein are not a part of the agreement of the parties. They are included only for descriptive purposes, and shall not be deemed as incorporated into this Agreement for any other purposes.

5.9 Amendment; Method Prescribed. This Agreement may be amended at any time, by written agreement of the parties.

5.10 Authority to Enter into Agreement. Each party represents that it has the full power and authority to enter to this Agreement and to carry out the powers contemplated by it. Each party further represents that it has taken all action necessary to authorize the execution, delivery and performance of the Agreement. Each person signing below warrants that he/she has full power and authority to bind the party under which her/his signature appears.

5.11 Indemnification. Each party shall indemnify, defend and hold harmless the other party, any affiliate of the other party, and the other party's respective directors, officers, employees or agents, from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorneys' fees and costs (not including the cost of in-house counsel), arising out of, resulting from, or relating to (i) the grossly negligent or illegal acts or omissions of the indemnifying party, or (ii) wages, salaries, employee benefits, income taxes, FICA, FUTA, SDI and all other payroll, employment or other taxes, withholdings and charges payable by a party or any affiliate of a party to, or on behalf of, the other party. This Section 5.11 shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers as of the date first above written.

FHD:

NCFPD:

FALLBROOK HEALTHCARE DISTRICT

NORTH COUNTY FIRE PROTECTION DISTRICT

By: Bobbi Palmer

By: Ruth Harris

Print Name: Bobbi Palmer

Print Name: Ruth Harris

Title: Executive Director

Title: President, Board of Directors

Date: 9-15-2016

Date: September 27, 2016