

FOURTH AMENDMENT TO AMENDED AND RESTATED JOINT POWERS AGREEMENT

This Fourth Amendment to the Amended and Restated Joint Powers Agreement (“Fourth Amendment”) is entered into as of July 16, 2026 (the “Fourth Amendment Effective Date”), and is made by and among the Town of Fairfax, a municipal corporation (“Fairfax”), the Town of San Anselmo, a municipal corporation (“San Anselmo”), the Sleepy Hollow Fire Protection District, an independent special district of the State of California (“Sleepy Hollow”), and the Town of Ross, a municipal corporation (“Ross”), each a “Member,” and collectively referred to as the “Members.”

RECITALS

A. Fairfax, San Anselmo and Sleepy Hollow entered into that certain Amended and Restated Joint Powers Agreement dated as of July 1, 2010 (the “Agreement”). All capitalized terms used herein without definition shall have the same meanings assigned to them in the Agreement.

B. The Agreement governs the operations of the Ross Valley Fire Department (the “Authority”).

C. The Members entered into the First Amendment to the Amended and Restated Joint Powers Agreement, effective as of July 1, 2012 (the “First Amendment”), to (i) include Ross as a Member of the Authority; (ii) modify the composition of the Board; (iii) revise the Members’ cost sharing and ownership rights; and (iv) address certain other issues agreed upon among the Members.

D. The Members entered into the Second Amendment to the Amended and Restated Joint Powers Agreement, effective as of February 13, 2014 (the “Second Amendment”), to: (i) establish a Management Committee and (ii) implement the provisions of Government Code § 54956.96, permitting the disclosure of certain closed session information in an authorized closed session of a Member.

E. The Members entered into the Third Amendment to the Amended and Restated Joint Powers Agreement effective January 1, 2022 to: (i) provide for the closure of the Ross Fire Station and (ii) allocate Authority resources, savings and costs attributable to the Ross Fire Station closure.

F. The Members desire to enter into this Fourth Amendment to the Amended and Restated Joint Powers Agreement to (i) reflect changes to Section 8.1 Members’ Percentage Shares Established and (ii) reflect the actualization of the proposed changes to services levels, as outlined in Section 9.4 Certain Service Levels

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

AGREEMENT

1. Section 8.1 **Members' Percentage Shares Established** shall be deleted in its entirety and replaced with the following revised Section 8.1, **Members' Percentage Shares Established**:

"All costs shall be fairly and equitably allocated among all Members. The Members hereby acknowledge and agree that the Percentage Shares in this Section 8.1 represent such a fair and equitable allocation as of the Fourth Amendment Effective Date. As of the Fourth Amendment Effective Date, the cost sharing shall be as follows:

San Anselmo	Forty-One and Ninety-nine One-hundredths Percent (41.99%)
Fairfax	Twenty-four and Fourteen One-hundredths Percent (24.14%)
Ross	Twenty and Sixty-one One-hundredths Percent (20.61%)
Sleepy Hollow	Thirteen and Twenty-six One-hundredths Percent (13.26%)

2. Section 9.4, **Certain Service Levels**, shall be deleted in its entirety and replaced with the following revised Section 9.4, **Certain Service Levels**:

"9.4, Certain Service Levels. The Authority's three fire stations will be routinely open, fully staffed and equipped for 24-hour continuous operation by not less than three (3) full-time sworn trained firefighters at all three fire stations. Notwithstanding the foregoing, the Fire Chief shall have the sole discretion as to the most effective manner of handling and responding to calls for service. This includes positioning both equipment and staffing between and among the fire stations to meet conflicting demands. Consequently, the Members acknowledge that there may be times when equipment or personnel may not be available from all three fire stations."

3. Except as expressly modified by this Fourth Amendment, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect and binding on the parties.
4. This Fourth Amendment may be executed on behalf of the respective Members in one or more counterparts, all of which collectively shall constitute one document and agreement. An electronic signature shall be deemed a lawful signature.
5. Should any part of this Fourth Amendment be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date first written above.

TOWN OF SAN ANSELMO, a municipal corporation

By: _____
Steve Burdo, Mayor

ATTEST:

Town Clerk

TOWN OF FAIRFAX, a municipal corporation

By: _____
Stephanie Hellman, Mayor

ATTEST:

Town Clerk

SLEEPY HOLLOW FIRE PROTECTION DISTRICT, an independent special district of the State of California

By: _____
Name: _____
Title: _____

ATTEST:

Secretary

TOWN OF ROSS, a municipal corporation

By: _____
Julie McMillan, Mayor

ATTEST:

Town Clerk