

STAFF REPORT

For the Meeting of June 3, 2026

To: Sleepy Hollow Fire Protection District Board of Directors
From: Dan Mahoney (Fire Chief)
Subject: Approval of the Ross Valley Paramedic Authority Amended and Restated Joint Powers Agreement.

RECOMMENDATION

Staff recommends that the Sleepy Hollow Fire Protection District Board adopt the attached Resolution approving the *Ross Valley Paramedic Authority Amended and Restated Joint Powers Agreement* and authorizing the Sleepy Hollow Fire Protection District Board Chair to execute the Agreement.

BACKGROUND

The Ross Valley Paramedic Authority (“RVPA”) has provided responsive, high-quality paramedic and pre-hospital emergency medical care to the community for over 40 years.

RVPA was formed by a 2-page Joint Powers Agreement in 1982 by and among the Cities/Towns of Corte Madera, Larkspur, Fairfax, Ross, and San Anselmo; the Kentfield Fire Protection District; the Sleepy Hollow Fire Protection District; and the County of Marin (“Member Agencies”) to provide paramedic services in and across the Member Agencies’ jurisdictions through a single public agency.

Given the age of the original JPA Agreement, RVPA has undergone a two-year process to analyze the steps necessary to improve and update its governmental, fiscal, and operational structures. On March 7, 2024, the RVPA Board directed staff to engage the services of Stewart Gary with Citygate Associates, LLC, to conduct a comprehensive review of RVPA’s governance, deployment, and fiscal processes (“Citygate Report”). The Citygate Report concluded that the JPA Agreement needed a “robust overhaul” to establish a unified process for operations, revenues, expenditures, and governing.

On November 21, 2024, the RVPA Board voted unanimously to direct staff to draft an updated and amended JPA Agreement to strengthen and stabilize RVPA, and provide for centralized fiscal and operational processes.

On April 20, 2026, the RVPA Board held a public meeting where it approved the Amended and Restated Joint Powers Agreement (“Agreement”) and recommended the Member Agencies’ legislative bodies approve the Agreement. Prior to the RVPA Board’s consideration of the Agreement, RVPA staff received feedback from Town and City managers, as well Member

Agencies' respective legal counsels, on the Agreement. RVPA staff incorporated the majority of these suggestions and comments into the Agreement.

District staff now brings forward the Agreement for the Board's review and approval. The Agreement becomes effective upon the approval of all Member Agency governing bodies.

DISCUSSION

By way of background, a joint powers agreement is a contractual agreement among governmental entities authorized under Government Code sections 6500 *et seq.*, (the "Joint Powers Act"), that allows two or more public agencies to jointly exercise powers that they share in common. A separate legal entity is formed for the delivery, funding, and management of a common service. The JPA structure allows efficiencies across multi-jurisdictional boundaries. While there are some issues that must be included in a JPA agreement, the Joint Powers Act largely leaves basic agreement terms up to the discretion of the members. Below are the main points of the RVPA Amended and Restated Agreement.

The basic structure of the JPA as drafted in 1982 remains the same (e.g., eight-member board, same Member Agencies, and same purpose.) The Agreement has been updated to comply with current legal standards and include more structure surrounding issues such as governance and finances. Below please find major provisions, with references to the applicable Agreement sections.

I. Amended and Restated JPA Agreement. (*Section 1.*)

- A. Continuation and Purpose. RVPA continues as a Joint Powers Authority under California law to provide paramedic and pre-hospital emergency medical care within County of Marin Service Area C.
- B. Governance. (*Section 2.*)
 - Eight-member Board with one Director or Alternate with one vote between them.
 - Each Member Agency governing body selects its own RVPA Director and Alternate, who serve at the pleasure of the home governing body. Current Directors and Alternates serve uninterrupted.
 - Board action requires a majority vote of those present at a meeting, except as listed below. The reason for the higher voting thresholds are to ensure that significant issues receive broad support. The following require a 2/3 vote of those present at a meeting:
 - Expenditures over 3% of an adopted operating budget;
 - Decision to remove a Member Agency;
 - Increase of total annual expenditure budget after the fiscal operating budget is adopted; and
 - Decision to terminate the Agreement.

- The Board shall hold regular meetings at least quarterly, and all meetings must be consistent with the Brown Act. Meetings require a quorum, which is defined as at least 5 Directors/Alternates.
- C. Administration Structure. (Sections 4 & 5.)
- The Agreement establishes key roles such as the Executive Officer and the Treasurer. The Finance Officer of the City of Larkspur is designated Treasurer, consistent with the current service agreement. Government Code section 6505.5 requires that the Agreement name the Treasurer.
 - The Board shall select a Board President and Vice President annually, per current practice.
- D. Fiscal Structure. (Section 7.)
- Fiscal year of July 1 – June 30.
 - Requirement to adopt an annual balanced budget.
 - Mid-year budget increases allowed only with 2/3 vote of Board.
- E. Funding, Return of Net Operating Surplus. (Section 8.) This Agreement section centralizes funding and financial processes.
- Funding comes from Member Agencies' RVPA tax plus transport revenues.
 - Each Member Agency submits the same tax to its voters. If the voters fail to pass the tax, then the Member Agency must submit the tax again at the next available election. Should a tax fail two consecutive times, then the Member Agencies must meet in good faith to determine how to fund any budget shortfall.
 - Net operating surplus funds are returned proportionately to Member Agencies at the end of each fiscal year.
 - Corte Madera currently has a different tax rate from the other Member Agencies. Corte Madera's tax rate will be equalized with the other Member Agencies over the next 4-year tax cycle. Return of net operating surplus funds begins once Corte Madera's tax rate is the same; until then, surplus funds are deposited into the General Fund. It is not expected that the amount of net operating surplus will be significant.
- F. Termination, New Membership, Removal, Withdrawal, Consolidation. (Sections 9 & 10.)
- Termination. The Agreement will be terminated if 2/3 of the Board recommends termination and if approved by all the Member Agencies, or if there is a jurisdictional reorganization under law affecting the Member Agencies.
 - New Member. A new member agency is admitted upon a 2/3 Board vote and the approval of the Member Agencies' governing bodies. The new member agency must pass the tax first.
 - Removal. A Member Agency is removed from RVPA with 2/3 vote of the Board for good cause (e.g., failure to pass tax; material breach of agreement).

- Withdrawal. A Member Agency may withdraw from RVPA by giving notice on or before June 30th of any year, and withdrawal will become effective on the second fiscal year thereafter. The intent is to give RVPA a long lead time to plan for the lost revenue and ensure that any withdrawal is thoroughly evaluated.
- The remaining Member Agencies determine how the share of the removed or withdrawn Member Agency's costs shall be allocated among the remaining Member Agencies. The removed or withdrawn Member Agency continues to have its tax revenue disbursed to RVPA until the effective date of its removal/withdrawal.
- Consolidation of Member Agencies and Change in Jurisdictional Boundaries.
- If any Member Agencies consolidate (i.e., approved by LAFCO), and the resulting jurisdiction covers the same area, the new agency shall automatically become a member of RVPA.
- If the resulting agency's jurisdiction is different, it may request to become a new member pursuant to the Agreement.
- If a Member Agency's boundaries change, it ceases to be a member, and may request to become a new member per the Agreement. There is a de minimis exception.

G. Legal Protections. (*Section 12.*) The Agreement contains legal protections for Member Agencies.

- RVPA debts are not the debts of the individual Member Agencies.
- RVPA agrees to indemnify, defend, and hold harmless Member Agencies from claims arising out of the actions of RVPA.
- Requires RVPA to maintain appropriate insurance coverage to protect interests of Member Agencies.
- Those performing activities for RVPA maintain their immunities from their home jurisdiction.

RECOMMENDATION

Staff recommends that the Sleepy Hollow Fire Protection District Board adopt the attached Resolution Approving the Ross Valley Paramedic Authority Amended and Restated Joint Powers Agreement and authorizing the Sleepy Hollow Fire Protection District Board Chair to execute the Agreement.

ATTACHMENTS

1. Amended and Restated Joint Powers Agreement.
2. Draft Resolution.
3. Exhibit A - Proposed Tax Parcel Rates