

**SECOND AMENDMENT TO AMENDED AND RESTATED
JOINT POWERS AGREEMENT**

This Second Amendment to the Amended and Restated Joint Powers Agreement (“Second Amendment”) is entered into as of February 13, 2014 (the “Second 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 Member parties entered into the First Amendment to the Amended and Stated Joint Powers Agreement (“First Amendment”) in order 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 Member parties now desire to enter into this 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.

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

AGREEMENT

1. The Recitals above are hereby declared to be true and correct, and are hereby incorporated into this Amendment as if fully set forth below.

2. Section 5, **Personnel**, is modified by the addition of new Section 5.2, **Management Committee**, as provided below. Existing Sections 5.2 and 5.3 are renumbered 5.3 and 5.4, respectively.

“5.2 Management Committee. A Management Committee comprised of the Town Managers of Fairfax, San Anselmo and Ross is hereby formed. The

Executive Officer shall serve as the Chair of the Management Committee. The Management Committee shall meet monthly to review the Board agenda and any other current issues. The Management Committee will also provide a forum for discussion and coordination of Ross Valley Fire Department issues. The Management Committee shall undertake other activities as determined by the Board that are not inconsistent with this Agreement. In the spirit of Recital E to the Agreement, decisions of the Management Committee, if any, should be made by consensus, whenever possible. While the Management Committee may advise and comment on such matters, the Executive Officer individually retains the authority, duties and responsibilities under Section 5.2, **Fire Chief**, Section 6.3 **Budget Process** and Section 6.4 **Control and Accounting**. Except as otherwise expressly provided, the Executive Officer individually retains any other assigned authority, duty or responsibility, such as, without limitation, those involving civil service or personnel rules, regulations, policies, agreements and procedures or other Ross Valley Fire Department rules, regulations, policies, agreements and procedures.

3. Section 2.3, **Meetings of the Board of Directors**, is modified by the addition of new Section 2.3 e, **Disclosure of Closed Session Information**, as follows:

“e. **Disclosure of Closed Session Information.** A Director, including an alternate designated pursuant to Section 2.2, who is a member of the legislative body of a Member Agency may disclose information obtained in a closed session of the Board that has direct financial or liability implications for the Member Agency that appoints that Director, in accordance with Government Code Section 54956.96. A Director may also disclose such information to legal counsel for the Member Agency for the purpose of obtaining advice on whether the matter has direct financial or liability implications for the Member Agency. The legislative body of a Member Agency is authorized to meet in closed session, upon advice of legal counsel, to receive, discuss and take action concerning information obtained by its Director(s) or designated alternate in a closed session of the Board in accordance with Government Code § 54656.96.”

Except as expressly modified by this Second Amendment, all other terms and conditions of the Agreement, as amended by the First Amendment, shall remain in full force and effect and binding on the parties.

[Signatures appear on next page.]

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

TOWN OF SAN ANSELMO, a municipal corporation

By: [Signature]
Name: Tom McInerney Mayor

ATTEST:
[Signature]
Town Clerk
for Barbara Chambers

TOWN OF FAIRFAX, a municipal corporation

By: _____
Name: _____, 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: _____
Name: _____, Mayor

ATTEST:

Town Clerk

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

TOWN OF SAN ANSELMO, a municipal corporation


By: _____
Name: _____, Mayor

ATTEST:

Town Clerk

TOWN OF FAIRFAX, a municipal corporation

By: David Weinsoff
Name: DAVID WEINSOFF, 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: _____
Name: _____, Mayor

ATTEST:

Town Clerk

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

TOWN OF SAN ANSELMO, a municipal corporation

By: _____
Name: _____, Mayor

ATTEST:

Town Clerk

TOWN OF FAIRFAX, a municipal corporation

By: _____
Name: _____, Mayor

ATTEST:

Town Clerk

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

By: Frank J. Berto
Name: FRANK J. BERTO
Title: DIRECTOR / CHAIRMAN

ATTEST:

Thomas J. [Signature]
Secretary

TOWN OF ROSS, a municipal corporation

By: _____
Name: _____, Mayor

ATTEST:

Town Clerk

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

TOWN OF SAN ANSELMO, a municipal corporation

By: _____
Name: _____, Mayor

ATTEST:

Town Clerk

TOWN OF FAIRFAX, a municipal corporation

By: _____
Name: _____, 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: P. Beach Kuhl
Name: P. Beach Kuhl, Mayor

ATTEST:

Fred Lopez
Town Clerk