

**FIRST AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR THE  
ROSS VALLEY PARAMEDIC AUTHORITY**

This First Amended and Restated Joint Powers Agreement for the Ross Valley Paramedic Authority (“Agreement”) is made and entered into pursuant to the provisions of the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5, Article 1, Sections 6500 *et seq.*, of the California Government Code as may be amended from time to time, for the joint exercise of powers among the parties hereto, and amends, restates, and supersedes the original Joint Powers Agreement among the parties, as set forth below.

**RECITALS**

- A. The Ross Valley Paramedic Authority (“RVPA”) is an eight member California Joint Powers Authority formed by agreement in 1982 (the “Original JPA Agreement”) pursuant to the California Joint Exercise of Powers Act (Gov. Code, §§ 6500 *et seq.*) 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 (the “Member Agencies”) for the purpose of providing paramedic and pre-hospital emergency medical services throughout and across jurisdictional boundaries by a single, consolidated agency.
- B. Since its founding, RVPA has provided responsive, high quality paramedic ambulance and pre-hospital emergency medical services meeting best practices for patient care and levels of service, and RVPA and its Member Agencies desire to continue and secure these services for the future.
- C. Under a 1999 agreement with the County of Marin Local Emergency Medical Services Agency, RVPA is the authorized provider of paramedic and emergency pre-hospital care for Marin County Paramedic Service Area C (“Service Area C”), which area encompasses the jurisdictional boundaries of the Member Agencies.
- D. There exists a demonstrated and critical public need for the continuation of RVPA as the ambulance services provider within the jurisdictional areas of the Member Agencies.
- E. The Member Agencies now desire to amend and restate the provisions of the Original JPA Agreement to allow its continued mission of providing excellent ambulance and pre-hospital emergency medical care in the community, while amending the Original JPA Agreement to include clarifications regarding the structure, funding, and operation of the organization.
- F. By continuing operation of RVPA, the Member Agencies will maintain the cost savings and operational efficiencies of a single, well-established ambulance service provider for the benefit of their respective residents and the entire community.
- G. Each Member Agency is empowered by law to provide public safety functions within its jurisdiction including emergency medical services and advanced life support services pursuant to the California Health and Safety Code.
- H. It is in the mutual benefit and best public interest of the Member Agencies to continue the exercise of the joint powers for the provision of ambulance and pre-hospital emergency medical services described herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Member Agencies agree as follows:

## **AGREEMENT**

1. Authority and Purpose.

1.1 Authority and Continuation as a Joint Powers Authority. This Agreement is made under the authority of California Government Code sections 6500 *et seq.* (the "JPA Act"), among the Member Agencies and the independent entity shall be known as the "Ross Valley Paramedic Authority" ("RVPA"). The Member Agencies are 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. RVPA shall continue as a distinct and separate public entity under the JPA Act.

1.2 Amended and Restated Agreement; Original Agreement Superseded. The purpose of this Agreement is to modify, amend, and update the Original JPA Agreement with respect to RVPA governance, administration, operations, processes, funding, and other matters contained herein. The terms and provisions of this Agreement shall replace and supersede the Original JPA Agreement in its entirety.

1.3 Purpose. The purpose of RVPA is to provide ambulance and paramedic pre-hospital emergency medical services in Marin County Paramedic Service Area C pursuant to the 1999 agreement by and between the County of Marin Local Emergency Medical Services Agency and RVPA ("Master Agreement") and to areas outside the service area as necessary pursuant to mutual aid principles, and to perform all acts related or incidental thereto. Pursuant to the Master Agreement, RVPA is the authorized provider of paramedic and emergency pre-hospital care for Marin County Paramedic Service Area C, and as such, no Member Agency is authorized to independently provide paramedic and pre-hospital emergency care in Service Area C.

2. Governance.

2.1 Board of Directors. RVPA shall be governed by a Board of Directors (the "Board"), which is authorized to perform all acts necessary to accomplish the purposes of this Agreement and RVPA. The Board shall consist of one representative from each Member Agency, appointed by that Member Agency's governing board ("Director"). Each Member Agency shall also appoint one representative as an alternate Director ("Alternate") to serve in the absence of the Director. In the event of a vacancy, the Member Agency shall appoint a replacement Director or Alternate pursuant to the Member Agency's procedures and the Bylaws. Each Director and Alternate shall serve at the pleasure of the appointing Member Agency. Each Director and Alternate shall serve a term as determined by the governing body of the Member Agency. Directors and Alternates shall serve RVPA with compensation as determined by the Board. Each Director and Alternate shall have one vote between them. Each Director and Alternate is required to complete and file all applicable conflict of interest forms. As of the Effective Date of this Agreement, all current Directors and Alternates shall continue to serve their terms of office uninterrupted.

2.2 Bylaws. The Board shall adopt bylaws that address matters associated with the operation and administration of RVPA as determined by the Board, which bylaws shall be consistent with this Agreement (“Bylaws”).

2.3 Voting.

2.3.1 Except as otherwise provided in Section 2.3.2 herein, the Bylaws, or required under law, any action of the Board shall require a vote of a majority of the Directors or Alternates present at a meeting.

2.3.2 The following Board actions shall require a two-thirds (2/3) vote of all the Directors or Alternates present at a meeting.

\* The approval of any single or related group of expenditures in excess of three percent (3%) of an adopted operating budget.

\* The decision to remove a Member Agency pursuant to Section 10.2 of this Agreement.

\* The decision to increase the total annual expenditure budget after the fiscal operating budget has been adopted.

\* The decision to terminate this Agreement pursuant to Section 9.2 of this Agreement.

2.3.3 The operational deployment of advanced life support resources within Service Area C shall be subject to a majority vote of the Board.

2.4 Meetings.

2.4.1 The Board shall hold regular meetings to occur at least quarterly. All meetings, including without limitation, regular, special, and emergency meetings, shall be noticed, agendaized, and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code sections 54950 *et seq.*, as may be amended from time to time.

2.4.2 The Board shall not take action or conduct a meeting without a quorum present. At the time of this Agreement, there are eight (8) Member Agencies and a quorum is defined as at least 5 Directors or Alternates present at a meeting. In the event the number of Member Agencies is changed to an odd number, then a majority of Directors or Alternates constitutes a quorum. In the event the number of Member Agencies is an even number, then one half of the Member Agencies plus one shall constitute a quorum. Less than a quorum may adjourn meetings.

3. Powers and Authority. RVPA shall have the power and authority to exercise all powers common to its Member Agencies pursuant to the JPA Act necessary and convenient to accomplish the purposes of this Agreement and RVPA. The powers exercised by RVPA shall include, but are not limited to:

3.1 Making and entering into contracts with private entities and/or other public entities.

3.2 Incurring debts, liabilities, and/or obligations.

3.3 Retaining consultants and/or independent contractors.

3.4 Obtaining legal, financial, technical, and other professional services.

3.5 Hiring employees, defining their job qualifications and duties, and providing a pay schedule for the performance of their duties.

- 3.6 Acquiring, holding, managing, leasing, transferring, and/or disposing of real property and personal property.
- 3.7 Applying for, receiving, and disbursing grants, loans, or other similar aid from any private or public entity, and requesting and accepting donations and contributions.
- 3.8 Setting and collecting a special parcel tax levy within the limits of voter approval.
- 3.9 Setting and collecting ambulance transport fees for RVPA ambulance services.
- 3.10 Pursuing and defending legal actions.
- 3.11 Setting levels of service standards for ambulance and pre-hospital emergency medical services.
- 3.12 Entering into automatic and/or mutual aid agreements with other emergency medical service providers.
- 3.13 Exercising any and all other powers as may be provided by law, and necessary and convenient to carry out and implement the purpose of RVPA.

4. Officers.

4.1 President and Vice President. The Board shall elect a President and Vice President at the end of each calendar year. The President and Vice President shall serve one-year terms effective January 1 of each year and may be re-elected. The Vice President shall serve in the absence of the President. In the event the President or Vice President ceases to be a representative of the Board, the vacancy shall be filled at the next regular or specially called meeting of the Board after the vacancy occurs by a majority vote of the Board.

4.2 Executive Officer. The Executive Officer shall be appointed by the Board. The Executive Officer shall perform those duties necessary and convenient for the administration and operation of RVPA, including executing contracts approved by the Board, as allowed by law. The Executive Officer may be compensated as may be determined by the Board from time to time.

4.3 Treasurer. The Finance Officer of Member Agency the City of Larkspur is named as the Treasurer and Auditor (“Treasurer”). The Treasurer shall serve pursuant to, and perform those duties required by, California Government Code sections 6505, 6505.1, 6505.5, and 6505.6, as may be amended from time to time, including, but not limited to, receiving and holding all money of RVPA, paying all sums due for RVPA as authorized, and presenting quarterly reports to the Board. The Treasurer shall be the fiscal agent and depository of funds. The Treasurer shall cause an independent annual audit of the accounts and records of RVPA to be made by an independent certified public accountant in compliance with Government Code section 6505, which audit shall conform to generally accepted auditing standards. All RVPA funds and transactions shall be open to inspection consistent with the California Public Records Act.

5. Staff and Personnel.

5.1 General Counsel. The Board shall appoint a General Counsel who shall serve as the legal advisor for RVPA and perform such legal services as may be directed by the Board or the Executive Officer from time to time. The General Counsel may also serve as counsel for one or more of the Member Agencies.

5.2 Medical Director. The Board shall appoint a Medical Director who shall be a full- or part-time licensed physician with substantial experience in the practice of emergency medicine and who shall provide medical control and assure medical accountability for RVPA’s paramedic

and pre-hospital emergency services. The Medical Director may assign administrative functions of his or her duties which do not require his or her professional judgment.

5.3 Staff and Professional Services. The Board may select, appoint, or employ such consultants, staff, employees, and professional or expert services as may be necessary to accomplish the purposes of RVPA, consistent with this Agreement. The Board may delegate this authority to the Executive Officer.

5.4 Emergency Medical Services Education Program. RVPA shall operate a centralized, continuing emergency medical services education program for RVPA paramedics and EMTs as set forth more particularly in the Bylaws.

5.5 Shared Resources. The Board may contract with Member Agencies to provide administrative and/or other services to RVPA. All personnel of individual Member Agencies shall remain employees of their respective Member Agency and not of RVPA, unless affirmatively and separately hired by RVPA. There shall be no express or implied employment contract established, unless affirmatively entered into by RVPA and the staff member.

6. Public Entity Designee. Member Agency the County of Marin is designated as the California Government Code section 6509 public entity. In the event the County of Marin withdraws as a Member Agency pursuant to this Agreement, the Board shall vote on a replacement designee.

7. Fiscal Year and Annual Budget.

7.1 Fiscal Year. RVPA's fiscal year shall be the twelve (12) month period beginning each July 1 and ending the following June 30.

7.2 Budget. The Board shall adopt a budget for each fiscal year. RVPA shall operate only under an approved and adopted operating budget and may not operate at a deficit. Once a fiscal year operating budget is adopted, the total annual expenditure budget may only be increased by a 2/3 vote of the Board.

7.3 Budget Elements. The budget shall include, but is not limited to, the following components:

7.3.1 Personnel expenditures.

7.3.2 Services and supplies expenditures.

7.3.3 Capital expenditures.

7.3.4 Contributions to designated reserves.

7.3.5 Transport revenues.

7.3.6 Tax revenues.

7.3.7 Grants, interest income, and other miscellaneous revenues.

8. Funding and Cost Allocation.

8.1 Funding. RVPA shall be funded with monies from each Member Agency's RVPA special parcel tax (as defined more specifically below) and any other lawful funding source including, but not limited to transport revenues from third-party payers including private health insurance, Federal Medicare, and/or California State Medi-Cal; and grants and similar awards. RVPA shall use best efforts to provide its services in the most cost effective manner available

without compromising quality standards, and shall maximize external revenue sources to offset costs. All revenues shall be collected by the Treasurer.

8.2 Tax Revenues.

8.2.1 Each Member Agency shall submit to its voters a special parcel tax for the funding of RVPA as set forth in this Section (the "Tax").

8.2.2 The Executive Officer shall recommend the Tax rate to the Board, which shall be developed by the Executive Officer in consultation with the Treasurer.

8.2.3 The Board shall establish the number of years in the Tax cycle and the Tax rate, which shall be submitted to each Member Agency's voters for approval.

8.2.4 Each Member Agency shall submit to its voters a ballot measure containing the same Tax on the same Tax cycle as determined under this Section. The entire amount of the Tax collected shall be disbursed to RVPA by the Marin County Assessor's Office.

8.2.5 Each Member Agency shall instruct the County of Marin Assessor's Office to collect the Tax for the direct disbursement to the RVPA Treasurer consistent with this Section.

8.2.6 In the event a Member Agency's jurisdiction fails to pass the Tax, the Member Agency shall place the Tax on the ballot at next legally available election. If a Member Agency's jurisdiction fails to pass the Tax after two consecutive attempts, the Member Agencies shall meet and confer in good faith to determine how to adjust expenditures, if necessary.

8.3 Annual Reconciliation.

8.3.1 Net Operating Surplus/Deficit Calculation. The Net Operating Surplus or Deficit is defined as the difference between total actual revenues and total actual expenditures for a given fiscal year. Total actual revenues include, but are not limited to, Member Agency Tax contributions and ambulance transport revenues. Total actual expenditures include, but are not limited to, costs, designated reserve contributions as required by RVPA's reserve policy, and amounts necessary to maintain the minimum fund balance target policy. The Net Operating Surplus or Deficit is calculated after the close of each fiscal year by the Treasurer.

8.3.2 Annual Reconciliation. At the end of each fiscal year, the Treasurer shall complete an annual reconciliation pursuant to this Section. The Treasurer shall calculate the Net Operating Surplus or Deficit pursuant to Section 8.3.1 of this Agreement. If in any given fiscal year the Treasurer determines that a net operating surplus exists, then the Net Operating Surplus shall be distributed among the Member Agencies in the percentage proportional to the Tax revenue that the Member Agency submitted to RVPA for the fiscal year. The Net Operating Surplus distribution shall occur within a reasonable time following the receipt of the independent fiscal audit for that year and after the annual financial audit has been presented to the Board. Each Member Agency shall use its Net Operating Surplus only for paramedic and pre-hospital emergency medical services.

8.3.3 Each Member Agency shall follow the proposed Tax rate schedule as set forth in Exhibit "A" to this Agreement, and incorporated herein. At the time of this Agreement, Member Agency the Town of Corte Madera does not have the same RVPA special Tax rate as the remaining Member Agencies. The distribution of any Net Operating Surplus to Member Agencies pursuant to Section 8.3.2 of this Agreement shall not occur until the Town of Corte Madera has fully implemented the same Tax rate pursuant to Section 8.2 of this Agreement as that of the other Member Agencies, and any Net Operating Surplus until such time shall be deposited in

RVPA's General Fund. Each Member Agency shall follow the Tax schedule as set forth in Exhibit "A" to this Agreement.

8.3.4 In the event a Member Agency's Tax fails, the reconciliation terms of Section 8.3.2 of this Agreement shall be automatically paused until such time as the Member Agency's Tax rates are passed and equalized with the other Member Agencies' Tax rates. At such time when the Member Agencies' Tax rates are equalized, the reconciliation terms of Section 8.3.2 of this Agreement shall automatically become effective. For any fiscal year during which the Tax among the Member Agencies is not equal, any Net Operating Surplus shall remain in the RVPA fund balance account.

9. Term and Termination of Powers.

9.1 Term. This Agreement shall remain in effect until terminated as provided herein or until terminated by operation of law.

9.2 Termination. This Agreement may be terminated by:

9.2.1 A two-thirds (2/3) vote of the Board to recommend termination of the Agreement to the Member Agencies' governing bodies, and the subsequent vote of all the Member Agencies' governing bodies to terminate the Agreement.

9.2.2 A jurisdictional reorganization under California law affecting any of the Member Agencies; provided, however that in all cases RVPA shall make proper provisions for the winding up of RVPA's affairs.

9.3 Effect of Termination. RVPA shall be deemed dissolved upon the termination of this Agreement hereunder. Upon the termination of RVPA, no assets may be divided or returned to Member Agencies unless and until all outstanding obligations of RVPA have been fulfilled. Pursuant to California Government Code section 6512, distribution of the remaining assets shall then be made to the Member Agencies in percentage proportion of the Taxes that the Member Agency contributed to RVPA for fiscal year prior to termination. RVPA shall continue to exist for a reasonable time for the purpose of disposing of all claims and performing all other functions necessary to wind up RVPA's affairs, after which time, RVPA shall be terminated and dissolved.

10. New Membership, Removal, Withdrawal, Consolidation, and Change in Jurisdictional Boundaries.

10.1 New Member Agencies.

10.1.1 Process for Admitting New Member Agency. A new member agency shall be admitted to RVPA upon the two-thirds (2/3) vote of the Board to recommend to the Member Agencies' governing bodies that the Agreement be amended to include the proposed new member agency, and the subsequent vote of all the Member Agencies' governing bodies to amend the Agreement to include the new member agency. In addition, the new member agency's voters must pass the Tax pursuant to this Agreement. The new member shall not be admitted unless and until the Tax is passed. Any new member agency must have the authority to exercise the emergency medical services common to the Member Agencies and fall within the scope of the JPA Act. The Board may set additional terms and conditions in its Bylaws for admitting a new member agency that do not conflict with this Section.

10.1.2 Conditions of Admittance of New Member Agency. The proposed new member agency shall submit the Tax as set forth in Section 8.2 of this Agreement to the voters of

its jurisdiction at the next Tax cycle following its request for admittance into RVPA. If the Tax is passed by the proposed new member agency's voters, the conditions of Section 10.1.1 of this Agreement are satisfied, and any additional requirements or conditions in the Bylaws are satisfied, then the proposed new member agency shall be admitted into RVPA. The new member agency shall direct the Marin County Assessor's Office to collect the Tax revenue and disburse to RVPA. The new member agency shall pay all costs associated with its admittance including, but not limited to, attorneys' fees and staff time. Notice of any new member agency and amended Agreement shall be filed with the California Secretary of State pursuant to California Government Code section 6503.5.

10.2 Removal of a Member Agency.

10.2.1 Process for Removal. A Member Agency may be removed from RVPA upon the two-thirds (2/3) vote of the Board at a public meeting by the Directors of the non-subject Board members for good cause which includes, but is not limited to: the failure of a Member Agency's voters to pass the Tax; the Member Agency's violation of any material term in this Agreement; and/or any legal or administrative action or proceeding against RVPA or another Member Agency by the subject Member Agency directly related to RVPA duties. The date of the Board's vote is the "Effective Date of Removal". The subject Member Agency's Director and Governing Board shall receive at least thirty (30) days' written notice of said removal hearing and shall be given the opportunity to be heard at the public meeting. The Board may set additional terms and conditions in its Bylaws for the removal of a Member Agency that do not conflict with this Section.

10.2.2 Payments Upon Removal. The removed Member Agency shall pay its percentage proportion of RVPA's costs and debts for the fiscal year of removal including, but not limited to, amounts related to any leases, facilities, improvements, and equipment, which proportion shall be based on the Member Agency's percentage proportion of the Taxes that the Member Agency contributed to RVPA over the previous fiscal year. The Tax revenues of the removed Member Agency shall continue to be disbursed by the Marin County Assessor's Office to RVPA up to and including the Effective Date of Removal. RVPA and/or the removed Member Agency, as necessary, shall direct the Marin County Assessor's Office to disburse the Tax revenue collected after the date of removal to the removed Member Agency. All payments due under this Section shall be paid not later than ninety (90) days following the date of removal. The removed Member Agency shall not be entitled to any Net Operating Surplus pursuant to this Agreement for the year of the removal and shall forfeit any rights and claims relating to any distribution of assets upon the termination or dissolution of RVPA under this Agreement. The Board, based on the remaining Member Agencies, shall determine the final terms and conditions regarding the Member Agency's removal consistent with this Section. The remaining Member Agencies shall promptly determine how the proportional percentage share of the removed Member Agency's costs and liabilities shall be allocated among the remaining Member Agencies.

10.2.3 Effect of Removal. The removal of a Member Agency shall not cause the automatic dissolution of RVPA, nor shall it be construed as a completion of the purpose of RVPA. RVPA shall not be required to replace any Member Agency that is removed pursuant to this Agreement. Upon the removal of a Member Agency, this Agreement shall remain in effect.

10.3 Withdrawal of a Member Agency.

10.3.1 Process for Withdrawal. A Member Agency may withdraw from RVPA upon written notice to the Executive Officer and the other Member Agencies (“Notice”) given on or before June 30<sup>th</sup> of any given year, to be effective on June 30<sup>th</sup> of the second fiscal year thereafter. (“Effective Date of Withdrawal”).

10.3.2 Payments Upon Withdrawal. If a Member Agency withdraws from RVPA, it shall pay its percentage proportion of RVPA’s costs and debts from the date of Notice until the Effective Date of Withdrawal, including, but not limited to, amounts related to any leases, facilities, improvements, and equipment, which proportion shall be based on the Member Agency’s percentage proportion of the Taxes that the Member Agency contributed to RVPA for the previous two (2) fiscal years. The Tax revenues of the withdrawing Member Agency shall continue to be disbursed by the Marin County Assessor’s Office to RVPA up to and including the Effective Date of Withdrawal. RVPA and/or the withdrawing Member Agency, as necessary, shall direct the Marin County Assessor’s Office to disburse the Tax revenue collected after the Effective Date of Withdrawal to the withdrawing Member Agency. The withdrawing Member Agency shall also pay all costs incurred by RVPA associated with its withdrawal including, but not limited to, attorneys’ fees and staff time required to effectuate the withdrawal and change existing services and systems. All payments due under this Section shall be paid not later than ninety (90) days following the date of withdrawal. The withdrawing Member Agency shall not be entitled to any Net Operating Surplus pursuant to this Agreement and shall forfeit any rights and claims relating to any distribution of assets upon the termination or dissolution of RVPA under this Agreement. The Board, based on the remaining Member Agencies, shall determine the final terms and conditions by which the withdrawing Member Agency shall terminate its membership with RVPA consistent with this Section. The remaining Member Agencies shall promptly determine how the proportional percentage share of the withdrawing Member Agency’s costs and liabilities shall be allocated among the remaining Member Agencies.

10.3.3 Effect of Withdrawal. The withdrawal of a Member Agency shall not cause the automatic dissolution of RVPA, nor shall it be construed as a completion of the purpose of RVPA. RVPA shall not be required to replace any Member Agency that withdraws pursuant to this Agreement. Upon the withdrawal of a Member Agency, this Agreement shall remain in effect.

#### 10.4 Consolidation of Member Agencies.

10.4.1 Should one or more Member Agencies effectuate a consolidation pursuant to applicable law including, but not limited to, approval by the Marin Local Agency Formation Commission, which new entity covers the same jurisdictional areas as the original Member Agencies, the resulting entity shall automatically become a member agency of RVPA without amendment to this Agreement. Such new entity shall be considered a single member agency and is entitled to one Director and Alternate under this Agreement. The new member agency shall be subject to all rights and obligations under this Agreement.

10.4.2 Should one or more Member Agencies effectuate a consolidation pursuant to applicable law including, but not limited to, approval by the Marin Local Agency Formation Commission, which new entity does not cover the same jurisdictional areas as the original Member Agencies, the resulting entity shall automatically cease to be a member of RVPA. Should the new entity wish to become a member of RVPA it shall follow the provisions of Section 10.1 of this Agreement regarding admittance of a new member agency. The Board, based on the remaining Member Agencies, shall promptly determine how the proportional percentage share

of the removed Member Agency's costs and liabilities shall be allocated among the remaining Member Agencies and any other terms. The Tax revenues of the Member Agencies shall continue to be disbursed by the Marin County Assessor's Office to RVPA up to and including the effective date of consolidation.

10.4.3 Upon the effective date of a consolidation between two or more Member Agencies, the original Member Agencies shall automatically cease to be members of RVPA and shall have no further rights, obligations, or representation under this Agreement.

10.4.4 The consolidating Member Agencies shall pay all costs incurred by RVPA associated with such consolidation including, but not limited to, attorneys' fees and staff time required to change existing services, systems, and governing documents.

10.4.5 The Parties acknowledge that nothing in this Section shall affect RVPA's exclusivity to operate in Service Area "C".

10.5 Change in Jurisdictional Boundaries.

10.5.1 Should a Member Agency's jurisdictional boundaries change, that Member Agency shall automatically cease to be a member of RVPA. Should the agency wish to become a member of RVPA, it shall follow the provisions of 10.1 of this Agreement regarding admittance of a new member agency. Notwithstanding anything to the contrary in this Section, a Member Agency shall not cease to be a member of RVPA solely due to a de minimis change in its jurisdictional boundaries.

10.5.2 The Tax revenues of the Member Agency shall continue to be disbursed by the Marin County Assessor's Office to RVPA up to and including the effective date of the change in jurisdictional boundaries.

10.5.3 The Member Agency shall pay all costs incurred by RVPA associated with the Member Agency's automatic removal from RVPA due to a change in jurisdictional boundaries including, but not limited to, attorneys' fees and staff time required to change existing services, systems, and governing documents.

10.5.4 The Board, based on the remaining Member Agencies, shall promptly determine how the proportional percentage share of the removed Member Agency's costs and liabilities shall be allocated among the remaining Member Agencies and any other terms.

11. Service to Other Jurisdictions. Service to non-Member Agency jurisdictions may be provided by contract, by amendment of this Agreement, the admission of a new Member Agency, and/or pursuant to the Marin County Mutual Aid Plan and the State of California Mutual Aid Plan.

12. Indemnification, Insurance, Debts and Liabilities, and Immunities.

12.1 Indemnification of Members. RVPA shall defend with counsel selected by RVPA in its sole discretion, indemnify, and hold harmless each Member Agency, their respective governing board members, officers, agents, employees, and/or volunteers from any and all claims, losses, damages, costs, injuries, and liabilities of any kind arising from the conduct, activities, operations, acts or omissions of RVPA under this Agreement, except where such indemnification and defense is prohibited by law.

12.2 Insurance. RVPA shall obtain such insurance protection as determined necessary by the Executive Officer to protect the interests of RVPA and the Member Agencies, with limits of

liability consistent with best practices. RVPA may use self-insurance and may contract with a Member Agency for insurance services.

12.3 Debts and Liabilities. Pursuant to California Government Code section 6508.1, the liabilities, and obligations of RVPA shall not constitute the debts, liabilities, or obligations of the Member Agencies. Each Member Agency's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the Member Agencies may agree.

12.4 Immunities. Pursuant to California Government Code section 6513, all the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and all pension relief, disability, workers' compensation, and other benefits that apply to the activities of the trustees, officers, employees, or agents of the Member Agencies when performing their functions shall apply to the same degree and extent while such persons are engaged in the performance of any functions and duties for RVPA.

13. Amendments. This Agreement may be amended in writing by the unanimous vote of all the Directors or Alternates, and approved and executed by the governing boards of each Member Agency. Notice of any amended Agreement shall be filed with the California Secretary of State pursuant to California Government Code section 6503.5.

14. Severability. If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining terms or provisions of this Agreement are intended to be independently valid and enforceable to the full extent permitted by law.

15. No Third Party Rights. All the terms, conditions, rights, and duties provided for in this Agreement are solely for the benefit of the Member Agencies. It is the intent of the Member Agencies that no third party shall ever be the intended beneficiary of any performance, duty, or right created or required pursuant to this Agreement.

16. Prohibition Against Assignment. No Member Agency may assign any right, claim, or interest it may have under this Agreement. No creditor, assignee, or third-party beneficiary of any Member Agency shall have any right, claim, or title to any part, share, interest, or asset under this Agreement.

17. Mediation. Any dispute or claim between two (2) or more Member Agencies relating to any and all RVPA issues shall be submitted to mediation, with the costs being mutually shared by the Parties.

18. Notices. Notice to a Member Agency under this Agreement shall be deemed sufficient if delivered to the City/Town Clerk or chief secretarial officer of the Member Agency, or to any other person designated in writing by the Member Agency.

19. Counterparts and Electronic Signature. This Agreement may be executed in any number of counterparts, each of which is deemed an original, and may be executed by electronic signature.

20. Complete Agreement. The foregoing constitutes the full and complete Agreement among the Member Agencies with respect to the subject matter of this Agreement, and supersedes all prior agreements and understandings, whether written or verbal.

21. Notice Filed with Secretary of State. Notice of this Agreement shall be filed with the California Secretary of State pursuant to California Government Code section 6503.5 within thirty (30) days of the final execution of this Agreement.

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