



In the Council Chambers at 525 San Anselmo Avenue, San Anselmo, CA 94960

Town Council Agenda

Tuesday, May 26, 2026

7:00 PM

Meeting held In-Person and via Zoom:

<https://us02web.zoom.us/j/89793524121>

Or Telephone: +1 669 900 6833 | Webinar ID: 897 9352 4121

How to Submit Comments Before the Meeting: Members of the public are encouraged to submit email correspondence to towncouncil@sananselmo.gov or eComments on the Agendas and Meeting webpage before the meeting begins.

How to Participate During the Meeting: Members of the public will have the option to speak during the meeting through the Zoom application by using their phone or an electronic device.

For PC, Mac, or smart phone, use the Raise Hand function when public comment for an item is requested. It is a button that is located at the top or bottom of your screen, based on your electronic device.

For landline phones, Raise Hand to be recognized with *9

Please be advised that those participating in the meeting remotely via Zoom do so at their own risk. The Town Council's regular meeting will not be cancelled if any technical problems occur during the meeting.

Call to Order. Optional Pledge of Allegiance: The Mayor or a designated Council member will recite the Pledge of Allegiance for members of the Council and the public who wish to join in the recitation.

Open time for public expression.

The public is welcome to address the Council at this time on matters not on the agenda that are within the jurisdiction of the Council. Please be advised that pursuant to Government Code Section 54954.2, Council is not permitted to discuss or take action on any matter not on the agenda unless it determines that an emergency exists, or that there is a need to take immediate action which arose

following posting of the agenda. Comments may be no longer than three minutes and should be respectful to the community.

Council requests for future agenda items.

Council committee liaison reports, questions and comments to staff; staff miscellaneous items.

Special Presentation.

1. Consent Agenda:

The opportunity for public comment on consent agenda items will occur prior to Council discussion of the consent agenda. The Council may approve the entire consent agenda with one action. In the alternative, items on the consent agenda may be removed by any Council or staff member, for separate discussion and vote.

1.1 Approve the Draft Minutes of the Regular Meeting of May 12, 2026

[Staff Report \(DOC\)](#)

[Attachment 1- Draft Minutes of the May 12, 2026 Regular Town Council Meeting \(DOC\)](#)

1.2 Receive and File the Revenue and Expenditure Reports for April 2026

[Staff Report \(DOCX\)](#)

[Attachment 1 Budget Comparison Report by Subcategory, April 2026 \(PDF\)](#)

[Attachment 2 Budget Comparison Report by Department, April 2026 \(PDF\)](#)

[Attachment 3 Budget Comparison Report by Subcategory Measure J, April 2026 \(PDF\)](#)

[Attachment 4 Budget Comparison Report by Department Measure J, April 2026 \(PDF\)](#)

1.3 Adopt a Proclamation Declaring the First Friday in June to be National Gun Violence Awareness Day

[Staff Report \(DOC\)](#)

[Attachment 1- Draft Proclamation \(DOC\)](#)

[Signed Proclamation \(PDF\)](#)

1.4 Approve an Amendment to the San Anselmo Age and Disability Friendly Committee Operational Guidelines to Establish Regulations on Employment, Contract or Professional Engagement

[Staff Report \(DOC\)](#)

[Attachment 1- Age Disability Friendly Operational Guidelines Draft \(DOC\)](#)

[Public Comment- Robinson \(PDF\)](#)

1.5 Adopt a Resolution Declaring June 2026 LGBTQ Pride Month and Directing Staff to Fly the Rainbow Flag Through the month of June at Town Hall

[Staff Report \(DOC\)](#)

[Attachment 1-Draft Resolution \(DOC\)](#)

1.6 Award of Isabel Cook Community Center (ICC) Paint Project; Find the Project Exempt from the California Environmental Quality Act (14 Cal. Code Regs. § 15301).

[Staff Report \(DOC\)](#)

1.7 Authorize the Town Manager to execute a Professional Services Agreement with PermiTech

Solutions Corporation to provide contract technical consulting services for wireless telecommunications facility applications. Authorization of a Professional Services Agreement is not a “project” under the California Environmental Quality Act (CEQA).

[Staff Report \(DOC\)](#)

[Attachment 1-Draft Professional Services Agreement with PermiTech Solutions Corporation \(DOC\)](#)

[Attachment 2- PermiTech Solutions Corporation Technical Proposal \(PDF\)](#)

2. Council Business Items:

In general, the following procedural order applies to items of business:

- Presentation
- Town Council questions
- PUBLIC COMMENT – limited to 3 minutes/person
- Town Council discussion/action

2.1

Ross Valley Paramedic Authority Amended and Restated Joint Powers Agreement. The Council’s discussion and approval of the Ross Valley Paramedic Authority Amended and Restated Joint Powers Agreement is not a “project” under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

[Staff Report \(DOC\)](#)

[Attachment 1 - RVPA Amended and Restated JPA Resolution \(DOC\)](#)

[Attachment 2- RVPA Amended and Restated JPA \(PDF\)](#)

[Attachment 3- Original RVPA JPA \(DOC\)](#)

- 2.2** Receive and File the Resilience Hub Update. The proposed adoption of the resolution is exempt from the California Environmental Quality Act (“CEQA”), pursuant to CEQA Guidelines Section 15301 “Existing Facilities” because the project consists of alterations to an existing Town-owned facility; CEQA Guidelines section 15061(b)(3) “Common Sense” exemption, because it can be seen with certainty that there is no possibility that the activity in question may have a significant negative effect on the environment.

[Staff Report \(PDF\)](#)

2.3

Receive and File an Update of the Library Roof/HVAC and Interior Refresh Project. The Town finds this project to be categorically exempt from the requirement for the preparation of environmental documents under the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301 Class 1, because it involves the maintenance and minor alteration of an existing facility with negligible or no expansion of use.

[Staff Report \(DOC\)](#)

Adjourn

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Town Staff at email savila@sananselmo.gov. Notification at least 48 hours prior to the meeting will enable the Town to make reasonable accommodations to help ensure accessibility to this meeting.

Any writings or documents provided to a majority of the Town Council regarding any item on this agenda after the distribution of the original packet will be made available for public inspection at the public counter at Town Hall located at 525 San Anselmo Avenue.

Notice is hereby given that Council may discuss and/or take action on any or all of the items listed on this agenda. If any of these matters above are challenged in court, you may be limited to raising only those issues you or someone else raised at any public hearing described on this agenda, or in written correspondence delivered at, or prior to, this Council meeting. Judicial review of an administrative decision of the Town Council must be filed with the Court not later than the 90th day following the date of the Council's decision (Code of Civil Procedure Section 1094.6) Any item not under discussion before 10:00 p.m. may be continued to the next regular meeting. Next regular meeting is June 9, 2026.

Administration Department
Town Hall
525 San Anselmo Avenue
San Anselmo, CA 94960
(415) 258-4691

Town Council
Steve Burdo, Mayor
Chantel Walker, Vice Mayor
Yoav Schlesinger, Councilmember
Eileen Burke, Councilmember
Tarrell Kullaway, Councilmember

Staff
David Donery, Town Manager
Linda Kenton, Assistant Town Manager / Town Librarian
Jeff Zuba, Finance and Admin Services Director
Megan Holt Acevedo, Town Attorney
Serge Avila, Town Clerk
Heidi Scoble, Community Development Director
Sean Condry, Public Works Director
Mattie O'Grady, Community Services Director
Mike Norton, Chief of Police
Dan Mahoney, Fire Chief

DECLARATION OF POSTING

This Notice is posted in accordance with Government Code §54954.2(a) or §54956. Members of the public can view electronic agendas and staff reports by accessing the Town of San Anselmo website. Under penalty of perjury, this Agenda was posted to the public at least 72 hours prior to the meeting.



STAFF REPORT

TOWN OF SAN ANSELMO

Item #: 1.1

MEETING DATE: May 26, 2026

AGENDA TITLE: Approval of the Draft Minutes of the Regular Town Council Meeting of May 12, 2026

FROM: Serge Avila, Town Clerk

RECOMMENDATION: For Council to consider the approval of the Regular Town Council meeting Draft Minutes of May 12, 2026.

ATTACHMENT:

Attachment 1- May 12, 2026 Draft Minutes

San Anselmo Draft Council Minutes
Regular Meeting
Town Council Chambers and via Zoom
Tuesday, May 12, 2026

Call to Order: Optional Pledge of Allegiance

COUNCILMEMBERS PRESENT: Steve Burdo (Mayor)
Chantel Walker (Vice Mayor)
Eileen Burke
Tarrell Kullaway
Yoav Schlesinger

STAFF MEMBERS PRESENT: Dave Donery, Town Manager
Megan Acevedo, Town Attorney
Serge Avila, Town Clerk
Linda Kenton, Town Librarian
Kelley Warner, Community Engagement Coordinator
Scott Schneider, Assistant Public Works Director

Open Time for Public Expression

Ms. Rachel Feibush and Ms. Rachel Vick urged everyone to support Measure H.

Liv, Ryan, Pippa, Riley, Otis, and Avery, stated they love Hidden Valley School and their teachers and they asked everyone to vote for Measure H.

Barbara H. Nazari supported the edits to the General Plan recommended by the Justice Collective.

Frank Gomez supported Measure H and the comments made by the prior speaker.

Mr. Mark Solomons, Fairfax, suggested installing an overpass at the Hub.

Council requests for future agenda items; Committee liaison reports; questions and comments to staff; miscellaneous items

Vice Mayor Walker reported she attended the Ross Valley EV/bike celebration; the Sip and Stroll event; the North Bay Executive Committee of Cal Cities meeting.

Councilmember Schlesinger stated he attended the Sip and Stroll event; it is National Limerick Day.

Councilmember Kullaway reported she attended the Ribbon Cutting Celebration for the groundbreaking of the Healdsburg SMART Station; the Bicycle Pedestrian Advisory Committee (BPAC) meeting; thanked Gwen Froh for twenty-one years of service on the Safe Routes to Schools Program.

Mayor Burdo reported he spoke at the rally for the schools at Memorial Park; attended the Sip and Stroll event.

Community Services Director O'Grady reported on the proposed World Cup Community Soccer Program series of events in June and July.

Special Presentation

There were no Special Presentations.

1. Consent Agenda

- 1.1 Approved the Draft Minutes of the Regular Meeting of April 28, 2026
- 1.2 Received and Filed Report of Checks Issued, April 2026
- 1.3 Approved Resolution No. 2026-4616 Amending Resolution No. 4398 to Define the Membership for the San Anselmo Bicycle and Pedestrian Advisory Committee
- 1.4 Approved Resolution No. 2026-4617 Updating the Town's Conflict of Interest Code
- 1.5 Establishing a Downtown Resident Parking Permit Program, Amending Parking Time Limits on a Portion of Pine Street and Implementing an Optional Reduced Fee for Qualified Resident Parking Permit Applicants. Adopted Resolution No. 2026-4618.

Mayor Burdo opened the meeting to public comments.

There were no comments.

Mayor Burdo closed the meeting to public comments.

M/s, Walker/Burke, Motion to approve the Consent Calendar as submitted.

AYES: Burke, Kullaway, Schlesinger, Vice Mayor Walker, Mayor Burdo

Council Business Items

2.1 Approve the Transition of Merchant Permits from a Fiscal Year to a Calendar Year Schedule

Community Engagement Coordinator Warner presented the staff report. Staff answered questions from the Council regarding whether the transition and timeline would be cost-neutral to merchants; if the Town would be absorbing a \$2,500 hit due to the six-month gap between the Fiscal Year and the calendar year.

Mayor Burdo opened the item to public comments.

Barbara stated she was a fan of efficiency but wondered if the program could be cost-neutral and not one that is a tax on businesses. She asked the Council to help businesses reduce costs.

Ms. Cathy Lavold, Mariposa Avenue, asked if staff have considered an annual permit for residents that would cover day and night parking.

Mayor Burdo closed the item to public comments.

M/s, Schlesinger/Kullaway, Motion to approve the Transition of Merchant Permits from a

**Fiscal Year to a Calendar Year Schedule. Resolution No. 2026-4619 was adopted.
AYES: Burke, Kullaway, Schlesinger, Vice Mayor Walker, Mayor Burdo**

2.2 Appoint a new Councilmember or Designate Another Party to the Marin Clean Energy (MCE) Board for the Remainder of 2026

Town Clerk Avila presented the staff report. Staff answered a question from the Council regarding whether the Council could direct a designated separate agency on how to vote. Town Attorney Acevedo was also available to answer questions.

Mayor Burdo opened the meeting to public comments.

Mr. Michael Camerick pointed out the recent articles in the Independent Journal regarding fiscal practices of the MCE and urged the Council to continue to have strong representation. He opposed designating a separate agency.

Dr. Jody Timms, cofounder of 350 Marin, urged the Council to appoint a Councilmember to the MCE Board.

Mr. Dan Seiger, Marin Conservation League, thanked Councilmember Kullaway for her service. He mentioned two individuals who the Council should consider if they chooses to designate another party to the Board.

Mayor Burdo closed the meeting to public comments.

M/s, Burke/Kullaway, Motion to appoint Vice Mayor Walker to the Marin Clean Energy Board for the remainder of 2026.

AYES: Burke, Kullaway, Schlesinger, Vice Mayor Walker, Mayor Burdo

2.3 Appoint a Councilmember to the Bicycle and Pedestrian Advisory Committee

Town Clerk Avila presented the staff report. There were no questions from the Council.

Mayor Burdo opened the meeting to public comments.

There were no comments.

Mayor Burdo closed the meeting to public comments.

M/s, Schlesinger/Walker, Motion to appoint Councilmember Kullaway to the Bicycle and Pedestrian Advisory Committee

AYES: Burke, Kullaway, Schlesinger, Vice Mayor Walker, Mayor Burdo

M/s, Burke/Kullaway, Motion to adjourn the meeting at 7:44 p.m.

AYES: Burke, Kullaway Schlesinger, Vice Mayor Walker, Mayor Burdo

Respectfully submitted,

Toni DeFrancis,
Recording Secretary



STAFF REPORT

TOWN OF SAN ANSELMO

Item #1.2

MEETING DATE: May 26, 2026

AGENDA TITLE: Revenue and Expenditure Reports, April 2026

FROM: Jeff Zuba, Finance & Admin Services Director

RECOMMENDATION: That Town Council consider approving the monthly year-to-date Revenue and Expenditure Reports and corresponding activity for the period ending through April 30, 2026.

SUMMARY

Every reporting period end, the Town of San Anselmo presents to the Town Council its operations as shown on the Revenue and Expenditure reports for discussion and approval.

BACKGROUND

The Revenue and Expenditure reports are year-to-date summaries of revenues and expenditures from the Town's financial system (Tyler Incode) for both the current as well as the prior corresponding fiscal year. These reports include the General Fund's operations given that most of the Town-level operational activities are processed through the General Fund either directly or indirectly. The Town Council approves these reports monthly throughout the fiscal year.

DISCUSSION/ANALYSIS

The revenue and expenditure data through April 30, 2026, is a compilation of all operating activity that is year-to-date for the current and prior fiscal year. These reports are sourced directly from the Town's financial system, of which a corresponding analysis has been carried out by identifying the key trends the Town Council should take note of.

Revenues

Overall, through the April 2026 reporting period, the Town's general fund revenue increased its base relative to the prior year by \$1.348M. A majority of the Town's revenue is collected at specific times.

Category	APR YTD FY26	APR YTD FY25	\$ Change	% Change
Property Tax	17,016,778.96	16,022,383.88	994,395.08	6.21%
Sales Tax	1,014,716.00	946,213.92	68,502.08	7.24%
Property Transfer Tax	69,387.42	89,801.78	(20,414.36)	-22.73%
Franchise Taxes	732,796.24	695,750.25	37,045.99	5.32%
Licenses & Permits	1,387,969.10	1,232,850.56	155,118.54	12.58%
Fines	7,757.40	59,603.59	(51,846.19)	-86.99%
Cash & Investment Interest	-	-	-	-
Intergovernmental	153,997.07	217,642.11	(63,645.04)	-29.24%
Other Fees	568,485.62	331,846.88	236,638.74	71.31%
Transfers In	280,441.38	288,408.01	(7,966.63)	-2.76%
Total	21,232,329.19	19,884,500.98	1,347,828.21	6.78%

As shown above, the Town's overall revenue base increased by \$1.348M due to the following:

- The Town receives property tax disbursements from the County of Marin in December (55%), April (40%), and June (5%). Property Tax revenue increased by \$0.994M. The Town budgeted a 3.78% increase in property taxes in fiscal year 2025-2026 and is right on track.
- The Town receives disbursements monthly from the State for Sales Tax. The collections for the fiscal year 2025-26 have been higher compared to the prior year and are on track to exceed the budgeted amount by around \$50,000.
- Revenue from Licenses & Permits increased by \$0.155M compared to the previous period, due to construction permit activity in the Town.
- Fines decreased by \$0.052M compared to the previous period, due to the transition of these revenues to the parking fund to align with expenditures. The Town funds the Community Service Officer position with Central Marin Police Authority from the parking fund.
- Intergovernmental revenues decreased by \$0.063M compared to the previous period due to receiving \$0.065M Leap grant for the Housing Element from the State in FY24-25 and no similar grant in FY25-26.
- Other Fees have increased by \$0.236M compared to the previous period due to an increase in planning fees, and Friends of the Library donation towards the library refresh project.

As far as the other revenue streams, these changes either decreased or remained flat year-over-year resulting in an immaterial change.

Expenditures

Overall, through the April 2026 reporting period, the Town's General Fund expenditures have increased by \$1.678M compared to the prior year. This is primarily from increases in compensation, retirement, outside services, and debt service. All other activity is

either flat year-over-year or nets to an immaterial change, all of which are within management's expectations.

Category	APR YTD FY26	APR YTD FY25	\$ Change	% Change
Compensation	4,138,719.79	3,680,019.80	458,699.99	12.46%
Retirement	501,133.18	352,196.85	148,936.33	42.29%
Training	36,686.70	48,573.06	(11,886.36)	-24.47%
Outside Services	1,763,898.32	2,034,572.68	(270,674.36)	-13.30%
Outside Services - Public Safety	9,775,234.74	9,142,920.08	632,314.66	6.92%
Maintenance	219,950.60	103,194.30	116,756.30	113.14%
Utilities	24,651.18	14,866.05	9,785.13	65.82%
Supplies	120,606.75	174,113.38	(53,506.63)	-30.73%
Debt Service - Pension Bond	680,096.16	638,811.71	41,284.45	6.46%
Other Expenditure	182,119.29	198,648.48	(16,529.19)	-8.32%
Internal Service Charge	1,205,911.60	1,323,176.50	(117,264.90)	-8.86%
Transfers Out	1,380,000.00	640,000.00	740,000.00	0.00%
Total	20,029,008.31	18,351,092.89	1,677,915.42	9.14%

As shown above, the Town's expenditures base overall increased by \$1.678M, which is driven by compensation, retirement, outside services – public safety, and debt service:

- Compensation (Salaries & Wages and Benefits) increased by \$0.459M compared to the prior fiscal year, primarily due to the 6.0% cost of living adjustment effective July 1, 2025, step adjustments, one-time payment upon the signing of the Memorandum of Understanding (MOU) 2025-2028, vacation cashout and sick time roll overs per the MOU and health insurance premiums.
- Retirement increased by \$0.148M compared to the prior period due to the Town's CalPERS unfunded liability payment, cost of living, step adjustments, and fully staffed positions.
- Outside Services decreased by \$0.270M compared to the previous period due to lower allocated costs for Animal Control Services with the County and Library Marinette Membership, no contracted building inspector, General Plan update project, and fewer plan check fees for third party consultants.
- Outside Services – Public Safety increased by \$0.632M compared to the previous fiscal year due to payments for Public Safety JPA's, Central Marin Police Authority, and Ross Valley Fire Department. These increases are in line with the budgeted amounts set by the Police Council and Fire Board.
- Maintenance increased by \$0.117M compared to the previous fiscal year due to the Library Project. The funds donated by the Friends of the Library are being expended from this category.
- Debt Service increased by \$0.041M compared to the previous fiscal year due to the repayment of the 2021 Pension Obligation Bonds. The bond payments are due in August and February.
- Internal Service Fund Charge decreased by \$0.117M compared to the previous period due to decreased payment to the Internal Service Funds for Insurance and vehicle replacement, offset by increases for Building Maintenance and Information Technology.
- Transfers Out increased by \$0.740M compared to the previous period due to the Council approved 2025-2026 mid-year budget transfers (Resolution 2026-4609)

of a portion of General Fund surplus reserves to the following funds, \$500,000 to Park Capital Improvement, \$200,000 to Building Maintenance, \$75,000 to Information Technology, and \$50,000 to Special Events offset by no original budgeted transfers to the Parks Capital Improvement Fund in fiscal year 2025-2026 because of budget constraints.

As far as the other expenditure streams, these changes either slightly changed or remained flat year-over-year, resulting in an immaterial change. All other changes are immaterial for further discussion and are expected given the Town's operations.

Overall, the General Fund is in good financial standing for 10 months through fiscal year 2025-2026. We remain on track with our projections.

MEASURE J

Revenues

Overall, through the April 2026 reporting period, the Town's Measure J Fund's revenue increased its base relative to the prior year by \$0.090M.

Category	APR YTD FY26	APR YTD FY25	\$ Change	% Change
Sales Tax	1,686,086.77	1,598,588.47	87,498.30	5.47%
Cash & Investment Interest	-	-	-	-
Reimbursement	2,390.87	-	2,390.87	
Total	1,688,477.64	1,598,588.47	89,889.17	5.62%

- The Town receives disbursements monthly from the State for Sales Tax. The collections for the fiscal year 2025-26 have been higher compared to the prior year and are on track to exceed the budgeted amount by \$50,000.
- Miscellaneous Revenue of \$0.363M was budgeted for the federal tax credit related to the Resilience Hub project. Due to project delays, the collection of those funds will not occur in FY25-26, but rather in FY26-27

Expenditures

Overall, through the April 2026 reporting period end, the Town's Measure J expenditures have increased by \$0.919M compared to the prior year. This is primarily from increases in compensation, outside services, and construction. All other activity is either flat year-over-year or nets correspondingly to an immaterial change.

Category	APR YTD FY26	APR YTD FY25	\$ Change	% Change
Compensation	201,644.57	178,935.77	22,708.80	12.69%
Retirement	15,497.74	14,021.01	1,476.73	10.53%
Training	-	-	-	-
Outside Services	244,406.70	225,138.37	19,268.33	8.56%
Construction	2,595,889.03	1,720,436.19	875,452.84	50.89%
Transfers Out	-	-	-	-
Total	3,057,438.04	2,138,531.34	918,906.70	42.97%

- Compensation (Salaries & Wages and Benefits) increased by \$0.023M compared to the prior fiscal year, primarily due to the 6.0% cost of living adjustment effective July 1, 2025, step adjustments, one-time payment upon the signing of the Memorandum of Understanding (MOU) 2025-2028, vacation cashout and sick time roll overs per the MOU and health insurance premiums.
- Outside Services increased by \$0.019M compared to the prior period due to Ross Valley Fire Department staffing costs, including a 3% COLA, 3% equity adjustment, and continued step increases for Firefighter/Paramedic personnel.
- Construction increased by \$0.875M compared to the previous period due to the Fire Station 20 Project and Isabel Cook Community Center Roof Project. In the prior period through September, the Town had completed some bridge design work, repairs on concrete roads, wrapped up of Town Hall roof & HVAC project, minor work at Memorial Park, and slurry seal project. There is no slurry seal project scheduled for FY25 due to major ongoing projects at Fire Station 20 and the Resilience Hub. The Town anticipates a slurry seal project in fiscal year 2026-2027.
- The Fire Station 20 project is still on target to be completed on time. The project has had about 18.0% change orders on the original contract amount of \$3,449,000. The Town Council approved a mid-year budget adjustment of \$650,000 for the Measure J budget to account for the Fire Station 20 project change orders.

FISCAL IMPACT

None

GENERAL PLAN CONSISTENCY

Not applicable

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

The Council's discussion and approval of this report is not a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

ATTACHMENTS

Attachment #1: Budget Comparison Report by Subcategory, April 2026

Attachment #2: Budget Comparison Report by Department, April 2026

Attachment #3: Budget Comparison Report by Subcategory Measure J, April 2026

Attachment #4: Budget Comparison Report by Department Measure J, April 2026

Town of San Anselmo 2025-2026 Rev & Exp Report as of 04/30/2026 Fund: 01 - GENERAL FUND	2024-2025 Revised Budget	2024-2025 Audited Actuals	2024-2025 YTD Actuals	% of Audited Actuals	2025-2026 Adopted Budget	2025-2026 Revised Budget	2025-2026 YTD Actuals	% of Actual / Budget
Revenue								
400 - PROPERTY TAX GENERAL	10,030,351.00	10,050,213.98	9,477,828.35	94.30%	10,487,401.00	10,487,401.00	9,962,640.54	95.00%
401 - PENSION	3,020,000.00	3,171,137.39	2,827,805.84	89.17%	3,097,000.00	3,222,000.00	3,185,959.87	98.88%
402 - PROPERTY TAX OTHER	3,998,058.00	4,062,920.53	3,806,551.47	93.69%	4,109,847.00	4,109,847.00	3,937,565.97	95.81%
410 - OTHER TAXES	1,530,000.00	1,454,484.46	946,213.92	65.05%	1,471,120.00	1,471,120.00	1,014,716.00	68.98%
411 - FRANCHISE TAXES	936,500.00	939,820.99	695,750.25	74.03%	976,000.00	976,000.00	732,796.24	75.08%
420 - BUSINESS LICENSE	290,000.00	325,689.18	267,975.44	82.28%	298,000.00	298,000.00	250,906.52	84.20%
421 - PARKING	0.00	192.54	0.00	0.00%	0.00	15,000.00	20,201.86	134.68%
422 - CONSTRUCTION	1,091,000.00	1,167,221.10	964,875.12	82.66%	1,105,000.00	1,230,000.00	1,116,860.72	90.80%
430 - VEHICLE CODE	15,000.00	13,101.62	7,602.76	58.03%	0.00	0.00	5,791.25	0.00%
431 - LIBRARY	1,500.00	2,351.93	2,040.23	86.75%	2,500.00	2,500.00	1,966.15	78.65%
432 - PARKING	117,990.00	82,449.77	49,960.60	60.60%	10,000.00	10,000.00	0.00	0.00%
440 - USE OF MONEY AND PROPERTY	100,000.00	420,448.71	0.00	0.00%	135,000.00	185,000.00	48.80	0.03%
450 - STATE REVENUE	235,500.00	256,356.88	217,642.11	84.90%	171,000.00	171,000.00	130,656.04	76.41%
460 - FEDERAL REVENUE	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
470 - LOCAL AGENCY REVENUE	0.00	0.00	0.00	0.00%	0.00	0.00	23,341.03	0.00%
480 - FEES FOR SERVICES	198,500.00	214,551.93	178,577.28	83.23%	215,500.00	215,500.00	234,058.73	108.61%
490 - MISCELLANEOUS REVENUE	115,555.00	279,866.05	153,269.60	54.77%	157,500.00	257,500.00	334,426.89	129.87%
519 - TRANSFERS IN	403,318.00	398,987.58	288,408.01	72.28%	413,185.00	413,185.00	280,441.38	67.87%
520 - SOURCE OF PROCEEDS	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Revenue:	22,083,272.00	22,839,794.64	19,884,500.98	87.65%	22,649,053.00	23,064,053.00	21,232,377.99	92.06%
Expense								
600 - SALARIES AND WAGES	3,552,174.00	3,493,701.89	2,912,946.61	83.38%	3,922,641.00	4,025,158.20	3,293,030.55	81.81%
601 - RETIREMENT	428,706.00	407,334.57	352,196.85	86.46%	568,476.00	570,412.97	501,133.18	87.85%
602 - EMPLOYEE BENEFITS	872,566.00	832,705.82	695,437.49	83.52%	953,970.00	960,854.70	775,161.28	80.67%
604 - RETIREE BENEFITS	180,796.00	180,796.00	71,635.70	39.62%	190,028.00	190,028.00	70,527.96	37.11%
610 - TRAINING	68,750.00	51,805.43	48,573.06	93.76%	69,750.00	69,750.00	36,686.70	52.60%
611 - OUTSIDE SERVICES	2,734,465.00	2,525,643.13	2,034,572.68	80.56%	2,112,045.00	2,507,045.00	1,763,898.32	70.36%
612 - OUTSIDE SERVICES - POLICE (CMPA) & FIRE (RVFD)	10,974,172.00	10,971,504.08	9,142,920.08	83.33%	11,732,115.00	11,732,115.00	9,775,234.74	83.32%
613 - PUBLICATION / DUES	27,522.00	19,719.73	19,277.16	97.76%	28,645.00	28,645.00	17,111.71	59.74%
614 - MAINTENANCE	123,485.00	80,460.09	67,392.59	83.76%	104,250.00	104,250.00	62,804.81	60.24%
615 - BUILDING MAINTENANCE	60,000.00	48,951.16	16,524.55	33.76%	42,500.00	242,500.00	140,034.08	57.75%
616 - VEHICLE MAINTENANCE	16,050.00	19,072.48	14,866.05	77.95%	16,050.00	16,050.00	24,651.18	153.59%
617 - UTILITIES	0.00	119,494.51	98,259.08	82.23%	0.00	0.00	39,669.18	0.00%
618 - HIRING	1,000.00	13,318.46	13,269.10	99.63%	0.00	0.00	985.43	0.00%
619 - MISCELLANEOUS	25,000.00	4,562.64	3,287.64	72.06%	15,500.00	15,500.00	112.50	0.73%
620 - OFFICE SUPPLIES	32,754.00	33,760.59	29,412.11	87.12%	1,800.00	1,800.00	11,698.40	649.91%
622 - DEPARTMENT SUPPLIES	133,197.00	192,875.10	141,413.63	73.32%	134,450.00	134,450.00	108,795.85	80.92%
623 - BOOKS / MAGAZINES / VIDEOS	29,000.00	32,201.33	23,615.38	73.34%	30,750.00	30,750.00	15,719.15	51.12%
628 - Internal Service Charge	1,437,812.00	1,437,811.80	1,323,176.50	92.03%	1,307,094.00	1,307,094.00	1,205,911.60	92.26%
629 - MISCELLANEOUS	105,500.00	67,845.10	50,764.18	74.82%	183,800.00	183,800.00	119,914.09	65.24%
630 - EQUIPMENT	500.00	12,740.74	12,740.74	100.00%	0.00	0.00	5,831.44	0.00%
631 - CAPITAL OUTLAY - CONSTRUCTION	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
640 - PRINCIPAL	465,000.00	465,000.00	465,000.00	100.00%	510,000.00	510,000.00	510,000.00	100.00%
641 - INTEREST	173,929.00	173,811.71	173,811.71	100.00%	170,189.00	170,189.00	170,096.16	99.95%
670 - TRANSFERS OUT	640,000.00	640,000.00	640,000.00	100.00%	555,000.00	1,380,000.00	1,380,000.00	100.00%
Total Expense:	22,082,378.00	21,825,116.36	18,351,092.89	84.08%	22,649,053.00	24,180,391.87	20,029,008.31	82.83%
Total Fund: 01 - GENERAL FUND:	894.00	1,014,678.28	1,533,408.09		0.00	-1,116,338.87	1,203,369.68	

Report Total:	894.00	1,014,678.28	1,533,408.09	0.00	-1,116,338.87	1,203,369.68
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Town of San Anselmo 2025-2026 Rev & Exp Report as of 04/30/2026 Fund: 01 - GENERAL FUND Expense	2024-2025 Revised Budget	2024-2025 Audited Actuals	2024-2025 YTD Actuals	% of Audited Actuals	2025-2026 Adopted Budget	2025-2026 Revised Budget	2025-2026 YTD Actuals	% of Actual / Budget
00 - UNDESIGNATED	640,000.00	640,000.00	640,000.00	100.00%	555,000.00	1,380,000.00	1,380,000.00	100.00%
11 - TOWN COUNCIL	71,446.00	72,327.28	62,958.97	87.05%	64,260.00	64,260.00	37,150.62	57.81%
12 - ADMINISTRATION	1,669,529.00	1,671,278.59	1,366,700.98	81.78%	1,712,209.00	1,748,945.87	1,446,448.90	82.70%
16 - LEGAL SERVICES	330,000.00	220,398.50	153,234.75	69.53%	280,000.00	280,000.00	162,265.30	57.95%
18 - PLANNING	1,169,800.00	1,050,424.51	867,405.75	82.58%	916,720.00	1,226,409.00	748,115.44	61.00%
19 - Building & Inspections	0.00	0.00	0.00	0.00%	1,134,173.00	1,198,550.00	968,153.78	80.78%
21 - NON-DEPARTMENTAL	1,488,431.00	1,472,164.52	1,330,080.50	90.35%	1,494,217.00	1,544,217.00	1,374,228.46	88.99%
30 - POLICE	5,474,469.00	5,476,919.00	4,564,507.50	83.34%	5,814,695.00	5,814,695.00	4,845,579.12	83.33%
32 - ROSS VALLEY FIRE SERVICE	5,559,703.00	5,531,890.03	4,589,909.15	82.97%	5,959,920.00	5,959,920.00	4,945,708.15	82.98%
40 - DEBT SERVICE	640,429.00	640,111.71	640,111.71	100.00%	681,689.00	681,689.00	681,696.16	100.00%
41 - ENGINEERING AND INSPECTION	1,774,695.00	1,760,842.33	1,464,043.12	83.14%	669,661.00	674,990.00	566,440.42	83.92%
42 - STREETS	1,278,642.00	1,251,926.33	1,035,576.41	82.72%	1,302,235.00	1,317,252.00	1,060,577.74	80.51%
71 - LIBRARY	899,716.00	958,206.51	769,171.73	80.27%	952,892.00	1,165,164.00	916,583.07	78.67%
81 - PARKS	768,688.00	763,422.31	597,171.34	78.22%	752,314.00	759,419.00	613,039.50	80.72%
82 - RECREATION/GENERAL FUND	316,830.00	315,204.74	270,220.98	85.73%	359,068.00	364,881.00	283,021.65	77.57%
Total Expense:	22,082,378.00	21,825,116.36	18,351,092.89	84.08%	22,649,053.00	24,180,391.87	20,029,008.31	82.83%
Total Fund: 01 - GENERAL FUND:	22,082,378.00	21,825,116.36	18,351,092.89	84.08%	22,649,053.00	24,180,391.87	20,029,008.31	82.83%
Report Total:	22,082,378.00	21,825,116.36	18,351,092.89	84.08%	22,649,053.00	24,180,391.87	20,029,008.31	82.83%

Town of San Anselmo 2025-2026 Rev & Exp Report as of 04/30/2026 Fund: 15 - SALES TAX - MEASURE J Revenue	2024-2025 Revised Budget	2024-2025 Audited Actuals	2024-2025 YTD Actuals	% of Audited Actuals	2025-2026 Adopted Budget	2025-2026 Revised Budget	2025-2026 YTD Actuals	% of Actual / Budget
410 - OTHER TAXES	2,539,700.00	2,479,818.93	1,598,588.47	64.46%	2,493,023.00	2,493,023.00	1,686,086.77	67.63%
440 - USE OF MONEY AND PROPERTY	0.00	43,562.13	0.00	0.00%	20,000.00	20,000.00	0.00	0.00%
470 - LOCAL AGENCY REVENUE	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
490 - MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00%	363,005.00	363,005.00	2,390.87	0.66%
Total Revenue:	2,539,700.00	2,523,381.06	1,598,588.47	63.35%	2,876,028.00	2,876,028.00	1,688,477.64	58.71%
Expense								
600 - SALARIES AND WAGES	184,552.82	178,688.70	148,508.83	83.11%	194,877.00	199,152.00	166,693.14	83.70%
601 - RETIREMENT	17,403.96	16,871.90	14,021.01	83.10%	18,606.00	18,606.00	15,497.74	83.29%
602 - EMPLOYEE BENEFITS	43,971.10	37,283.51	30,426.94	81.61%	41,874.00	42,201.03	34,951.43	82.82%
611 - OUTSIDE SERVICES	261,716.00	268,757.71	225,138.37	83.77%	332,653.00	332,653.00	244,406.70	73.47%
631 - CAPITAL OUTLAY - CONSTRUCTION	2,807,857.00	1,859,183.28	1,342,687.49	72.22%	2,245,912.00	2,895,912.00	2,595,889.03	89.64%
632 - SLURRY	200,000.00	377,748.70	377,748.70	100.00%	0.00	0.00	0.00	0.00%
670 - TRANSFERS OUT	0.00	0.00	0.00	0.00%	124,651.00	124,651.00	0.00	0.00%
Total Expense:	3,515,500.88	2,738,533.80	2,138,531.34	78.09%	2,958,573.00	3,613,175.03	3,057,438.04	84.62%
Total Fund: 15 - SALES TAX - MEASURE J:	-975,800.88	-215,152.74	-539,942.87		-82,545.00	-737,147.03	-1,368,960.40	
Report Total:	-975,800.88	-215,152.74	-539,942.87		-82,545.00	-737,147.03	-1,368,960.40	

Town of San Anselmo 2025-2026 Rev & Exp Report as of 04/30/2026 Fund: 15 - SALES TAX - MEASURE J Expense	2024-2025 Revised Budget	2024-2025 Audited Actuals	2024-2025 YTD Actuals	% of Audited Actuals	2025-2026 Adopted Budget	2025-2026 Revised Budget	2025-2026 YTD Actuals	% of Actual / Budget
00 - UNDESIGNATED	0.00	0.00	0.00	0.00%	124,651.00	124,651.00	0.00	0.00%
32 - ROSS VALLEY FIRE SERVICE	261,716.00	565,658.44	218,096.70	38.56%	1,282,653.00	1,932,653.00	1,822,110.20	94.28%
41 - ENGINEERING AND INSPECTION	2,725,427.88	1,544,573.13	1,323,866.03	85.71%	1,395,269.00	1,399,871.03	827,086.79	59.08%
71 - LIBRARY	0.00	0.00	0.00	0.00%	100,000.00	100,000.00	100,000.00	100.00%
81 - PARKS	175,000.00	66,735.47	66,735.47	100.00%	0.00	0.00	180.26	0.00%
90 - Climate Action	353,357.00	561,566.76	529,833.14	94.35%	56,000.00	56,000.00	308,060.79	550.11%
Total Expense:	3,515,500.88	2,738,533.80	2,138,531.34	78.09%	2,958,573.00	3,613,175.03	3,057,438.04	84.62%
Total Fund: 15 - SALES TAX - MEASURE J:	3,515,500.88	2,738,533.80	2,138,531.34	78.09%	2,958,573.00	3,613,175.03	3,057,438.04	84.62%
Report Total:	3,515,500.88	2,738,533.80	2,138,531.34	78.09%	2,958,573.00	3,613,175.03	3,057,438.04	84.62%



STAFF REPORT

TOWN OF SAN ANSELMO

Item #:1.3

MEETING DATE: May 26, 2025

AGENDA TITLE: Proclamation Declaring the First Friday in June, June 5, 2026, to be National Gun Violence Awareness Day

FROM: Administration

RECOMMENDATION

Staff recommends that the Town Council adopt a proclamation declaring the first Friday in June, June 5, 2026, to be National Gun Violence Awareness Day.

BACKGROUND/DISCUSSION

Gun Violence Awareness Day is observed annually on the first Friday in June. This year, it falls on Friday, June 5th, 2026. On this day, individuals and communities across the nation come together to honor the lives lost to gun violence and to support efforts aimed at preventing future tragedies. As part of this nationwide movement, Moms Demand Action is calling on all cities and towns in Marin County to join in raising awareness by issuing a formal Proclamation of support.

The need for awareness and action is more urgent than ever. According to the Gun Violence Archive, there were 408 documented mass shootings in the United States in 2025, a decrease from 504 in 2024. These heartbreaking numbers underscore the scale of the crisis and the critical need for a unified response. In Marin County, this response has taken shape through the formation of the Marin Gun Safety Collaborative (MGSC). Officially launched on February 22, 2021, the Collaborative was created following recommendations from the Marin Civil Grand Jury's October 2020 report. Spearheaded by Marin County District Attorney Lori Frugoli, the MGSC brings together a diverse group of public and private stakeholders, including mental health professionals, social service providers, veterans' organizations, hospital systems, faith leaders, and community advocates who share a common mission: to reduce gun-related violence and suicide throughout Marin County.

The Town of San Anselmo is proud to stand in solidarity with this vital cause. We remain committed to working with neighboring jurisdictions and community partners to promote public safety, save lives, and foster a culture of awareness and prevention. To

that end, we are honored to join in proclaiming the first Friday in June as National Gun Violence Awareness Day in San Anselmo.

FISCAL IMPACT

None.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

Adopting a proclamation declaring the first Friday in June to be National Gun Violence is not defined as a project under CEQA (Section 15378 CEQA Guidelines).

ATTACHMENTS

Attachment 1- Draft Proclamation

PROCLAMATION

The Town of San Anselmo is pleased to

DECLARE THE FIRST FRIDAY IN JUNE 2026 TO BE NATIONAL GUN VIOLENCE AWARENESS DAY



This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the Town of San Anselmo to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to end this public health crisis.

WHEREAS, every day, more than 120 Americans are killed by gun violence and hundreds more are wounded; and

WHEREAS, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, protecting public safety in the communities they serve is a mayor's highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with measures to help prevent gun violence; and

WHEREAS, gun violence prevention is more important than ever as we see an increase in firearm homicides, and nonfatal shootings across the country, increased calls to domestic violence hotlines, and an increase in city gun violence; and

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 2, 2023, to recognize the 26th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States recognized National Gun Violence Awareness Day and wore orange in tribute to (1) Hadiya Pendleton and other victims of gun violence; and (2) the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 5th, the first Friday in June 2026, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 5, 2026, Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them, and encourage responsible gun ownership to help keep our families and communities safe.

NOW, THEREFORE, I Steve Burdo, Mayor of The Town of San Anselmo, do hereby Proclaim The First Friday In June, June Fifth, Two Thousand Twenty-Six To Be:

NATIONAL GUN VIOLENCE AWARENESS DAY

In the Town of San Anselmo. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

Steve Burdo, Mayor

PROCLAMATION

The Town of San Anselmo is pleased to

DECLARE THE FIRST FRIDAY IN JUNE 2026 TO BE NATIONAL GUN VIOLENCE AWARENESS DAY

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the Town of San Anselmo to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to end this public health crisis.

WHEREAS, every day, more than 120 Americans are killed by gun violence and hundreds more are wounded; and

WHEREAS, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, protecting public safety in the communities they serve is a mayor's highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with measures to help prevent gun violence; and

WHEREAS, gun violence prevention is more important than ever as we see an increase in firearm homicides, and nonfatal shootings across the country, increased calls to domestic violence hotlines, and an increase in city gun violence; and

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 2, 2023, to recognize the 26th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States recognized National Gun Violence Awareness Day and wore orange in tribute to (1) Hadiya Pendleton and other victims of gun violence; and (2) the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 5th, the first Friday in June 2026, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 5, 2026, Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

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NOW, THEREFORE, I Steve Burdo, Mayor of The Town of San Anselmo, do hereby Proclaim The First Friday In June, June Fifth, Two Thousand Twenty-Six To Be:

NATIONAL GUN VIOLENCE AWARENESS DAY

In the Town of San Anselmo. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.




Steve Burdo, Mayor



STAFF REPORT

TOWN OF SAN ANSELMO

Item #: 1.4

MEETING DATE: May 26, 2026

AGENDA TITLE: Approve an Amendment to the San Anselmo Age and Disability Friendly Committee Operational Guidelines to Establish Regulations on Employment, Contract or Professional Engagement. Amendment Exempt from CEQA under Cal. Code Regs. tit. 14, § 15061

FROM: Administration
Parks and Recreation

RECOMMENDATION: Approve amending the Age and Disability Friendly Steering Committee Operational Guidelines approved by Town Council on September 23, 2026 to establish regulations on employment, contract, or professional engagement for its members. (Attachment 1)

BACKGROUND

On September 16, 2025 the Parks and Recreation Commission approved the Age and Disability Friendly Community Steering Committee Operational Guidelines. At the September 23, 2025 Town Council meeting the Council approved the Operational Guidelines and on March 17, 2026 the Parks and Recreation Commission conducted interviews and appointed seven individuals to be part of the Age and Disability Friendly Committee.

DISCUSSION/ANALYSIS

The Age and Disability Friendly Committee may, from time to time, receive grants, donations, and other funds from a variety of sources. In such circumstances, it is essential to establish clear guidelines to safeguard the Committee from any individual's performance of services or employment—whether direct or indirect—related to the Age and Disability Friendly Committee that could give rise to an actual or perceived conflict of interest.

Proposed language to be included under Article VI, Section D: *“Members shall not solicit, seek, accept, or perform any employment, contract, or professional engagement, whether paid or unpaid, that is directly or indirectly related to any project or matter under review by the Committee. This restriction applies to work with any individual or entity that has an interest in such matters. Members shall also avoid any action that could reasonably be perceived as using their position for personal or professional gain.”*

FISCAL IMPACT

There would be no direct fiscal impact to the Town to approve this item.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

The proposed project is exempt from the California Environmental Quality Act (CEQA), under the “common sense” exemption, because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (Cal. Code Regs. tit. 14, § 15061).

ATTACHMENT

Attachment 1- Draft Amended Age and Disability Friendly Community Steering Committee Operational Guidelines

**SAN ANSELMO
AGE & DISABILITY FRIENDLY COMMUNITY
STEERING COMMITTEE
OPERATIONAL GUIDELINES**

Approved by the Parks and Recreation Commission on 9/16/2025

Approved by the San Anselmo Town Council on 9/23/2025

1st Amendment Approved by the Town Council on XX/XX/XXXX

ARTICLE I: NAME

- A. The name of this group shall be the San Anselmo Age & Disability Friendly Steering Committee (hereinafter referred to as "Committee").

ARTICLE II: HISTORY

- A. The San Anselmo Recreation Department applied to the WHO/AARP Network of Age-Friendly States and Communities in 2019 to become Age Friendly, the town committed to a five-year process of assessment, action plan development and implementation.

ARTICLE III: PURPOSE

- A. The purpose of the Committee is to provide ongoing input to the Town of San Anselmo regarding the ongoing development of building a community where all ages and abilities thrive and remain active engaging local leaders, community partners and residents.

ARTICLE IV: CHARGE

- A. The Committee's main objectives are to:
 - 1. Advise on Program Development and Implementation
 Serve as the lead advisory body to the Parks & Recreation Commission on the planning, implementation, and evaluation of initiatives that promote an age and disability friendly community in San Anselmo.
 - 2. Guide Townwide Age & Disability-Friendly Strategies
 Provide expert input and community-based recommendations to Town staff and the Parks and Recreation Commission on policies, programs, and practices that promote inclusion, accessibility, equity, and quality of life for older adults and people with disabilities.
 - 3. Facilitate Public Engagement and Input
 Conduct open, inclusive public meetings to encourage community feedback, identify needs and priorities, and present recommendations to the Community Services Director and Parks & Recreation Commission.

4. Undertake Additional Assignments

Undertake additional tasks, initiatives, or responsibilities related to age and disability friendliness as requested by the Parks & Recreation Commission or Recreation Department.

ARTICLE V: MEMBERSHIPS

- A. The Age & Disability Friendly San Anselmo Steering Committee shall consist of five (5) community representatives, with the option to appoint up to two (2) additional members as needed to support the Committee's mission and workload. Members shall meet the following criteria and must meet the following qualifications:

Eligibility

Members must:

- A majority of the committee must be residents of the Town of San Anselmo or demonstrate a strong connection to the community (e.g., employment, service, or volunteer work within Town limits).
- Demonstrate an interest in or lived experience with issues affecting older adults and/or individuals with disabilities.
- Commit to actively participating in Committee work, including regular meetings and community engagement activities.
- Disclose any potential conflicts of interest and adhere to the Town's conflict of interest policies.

Desired Qualifications

The Committee will seek to include members who collectively bring:

- Diverse perspectives representing different ages, abilities, and backgrounds.
- Professional expertise or volunteer experience in fields such as aging services, disability advocacy, accessibility, public health, urban planning, recreation, or social services.
- Community engagement skills including public outreach, facilitation, and collaboration.

Expectations of Service

Members are expected to:

- Attend and actively participate in all scheduled Committee meetings.
- Engage with community members to solicit feedback and share Committee initiatives.
- Work collaboratively with other Committee members, Town

staff, and partners.

- B. The Committee will serve in an advisory capacity to the Parks & Recreation Commission.
- C. Persons meeting the qualifications and interested in serving on the Committee shall complete the appropriate application form. An application-filing period will be announced publicly in order to solicit applications when vacancies exist on the Committee.
- D. All five (5) seats shall be appointed by the Parks & Recreation Commission or its designee.
- E. Members will serve a two-year term on the Committee. Upon establishment of this Committee, two (2) seats will serve for one year with the remaining three (3) seats serving the full two-year term. Incumbents wishing to reapply will be re-interviewed by the Parks & Recreation Commission and re-appointed by the Commission or its designee. Terms will commence on a date to be determined.
- F. Members wishing to resign from the Committee must provide a written resignation addressed to the Town Clerk. Once the Town Clerk receives the resignation, the Town Clerk then follows the application process for filling the vacancy.

ARTICLE VI: COMMITTEE ORGANIZATION

- A. Meetings will be held (Quarterly) four times a year on the 2nd Wednesday of the month at 3:00pm. Additional meetings may be scheduled as deemed necessary by Department staff.
- B. Quorum: A majority of voting members in good standing shall constitute a quorum for the purpose of action on any issue or agenda item.
- C. Members shall notify the Chair and staff in the event of an anticipated absence from a regularly scheduled meeting. Each member of the Committee who has knowledge of the fact that they will not be able to attend a regularly scheduled meeting of the Committee will notify the Chair and staff at the earliest possible opportunity and, in any event, prior to 5 p.m. on the date of the meeting. The Chair or staff shall notify the members of the Committee in the event that the projected absence will result in a lack of quorum. Two absences in any twelve-month period shall constitute a review of the committee member's continued appointment by the Parks & Recreation Commission. If the Parks & Recreation Commission recommends the resignation of a committee member due to absence, the resigned position will be announced publicly and filled under the appointment process. Former members may re-apply. The committee will maintain attendance records.
- D. Members shall not solicit, seek, accept, or perform any employment, contract, or professional engagement, whether paid or unpaid, that is directly or indirectly related to any project or matter under review by the Committee. This restriction

applies to work with any individual or entity that has an interest in such matters. Members shall also avoid any action that could reasonably be perceived as using their position for personal or professional gain.

- E. Adjournment: No new matter will commence after 5:00 p.m. and meetings will be adjourned by 5:00 p.m. unless the Committee votes to extend the meetings for 30-minute increments. A motion for adjournment shall always be in order and upon a second shall be voted upon without debate.
- F. Meetings shall follow the Brown Act Laws for Open Public Meetings, Government Code Section 54950.5, and public input during a public forum shall be established and supported. Standard rules of parliamentary procedure will govern meetings.

- 1. Agendas: A written agenda shall be developed by the Chair and the staff and shall be delivered to all Committee members at least 72 hours in advance of the Committee meeting.
- 2. Minutes: Written summary minutes shall be recorded by the Committee Secretary, typed and issued to all Committee members for their approval.
- 3. Written Correspondence/Verbal Communication: All written official correspondence and verbal communication on behalf of the Committee or any Committee member that is directed to any outside agency, organization or person shall have the consent of the Committee.
- 4. Rules of Order: Robert's Rules of Order will apply in all instances, which are not otherwise provided for in these rules.

G. Officers:

The Committee shall elect a Chair, a Vice Chair, and a Secretary from among its members following the annual appointment. Term of office is one year. Elections also shall be held to fill vacancies in these positions as they occur, or as soon thereafter as practical.

- a. Chair: Shall preside at all meetings of the Steering Committee; decide on all points of order; appoint sub-committee membership; follow up on work of sub-committees; represent the Steering Committee to Parks & Recreation Commission; coordinate agenda preparation with staff; encourage active participation of members.
- b. Vice-Chair: Shall preside at all meetings in the absence of the Chair.
- c. Should the Chairperson and Vice Chairperson be absent or unable to act, the members present shall select a Chair Pro tem and have an order so stating entered into the record.
- d. The Secretary: shall be responsible for recording, typing and distributing minutes from all Committee meetings.

H. Staff:

- a. Staff shall provide organizational support to the steering committee in the form of maintaining files of Committee activities and shall act as liaison to the Parks & Recreation Commission.

ARTICLE VII: POWERS OF COMMITTEE:

- A. Age and Disability Friendly Community Steering Committee members may recommend, and the Steering Committee may establish sub-committees as deemed necessary. Appointment of sub-committee members will be made by the Chair. Sub-committees will be appointed either for single task force assignments or as an ongoing standing sub-committee. Sub-committees are for the sole purpose of researching, reviewing, or providing overall policy direction on age and disability-related items prior to being presented to the full Committee.
- B. Steering Committee will submit recommendations to the Parks & Recreation Commission in writing, as approved by a majority of the Steering Committee.
- C. Age and Disability Friendly Community Steering Committee shall establish annual goals, and action plans consistent with Town Council policies, direction, and the General Plan Update.

ARTICLE VIII: AMENDMENTS

- A. Any proposed amendment to these guidelines must be approved by a majority vote of the Committee and ratified by the Parks & Recreation Commission.



Memo to San Anselmo Town Manager and San Anselmo Town Council for May 26, 2026 Meeting

From Sara Robinson <sara_robinson@msn.com>

Date Tue 5/26/2026 11:15 AM

To Serge Avila <savila@sananselmo.gov>

Cc Steve Burdo <SBurdo@sananselmo.gov>; Chantel Walker <cwalker@sananselmo.gov>; Eileen Burke Contact <EileenBurke100@gmail.com>; Eileen Burke Contact <EileenBurke100@gmail.com>; Yoav Schlesinger <yschlesinger@sananselmo.gov>

You don't often get email from sara_robinson@msn.com. [Learn why this is important](#)

CAUTION: External Sender

Serge,

I am writing this memo as I have just learned about the proposed Age and Disability Friendly Amendment to the San Anselmo Age and Disability Friendly Committee Operational Guidelines to Establish Regulations on Employment, Contract or Professional Engagement. I have a conflict that prevents me from attending this meeting.

Sara Robinson

Date: May 26, 2026

Subject: Recommendation for Revision of Proposed Article VI, Section D (Conflict of Interest) – Age and Disability Friendly Committee

Dear Members of the Town Council,

While the intent behind the proposed Conflict of Interest language for the new Age and Disability Friendly Committee is vital—safeguarding the town's integrity regarding grants and donations—the current draft is structured as a blanket prohibition that inadvertently creates a barrier to civic participation for the very experts the town needs.

As currently written, the phrase *"directly or indirectly related to any project or matter under review"* would legally bar any member who works professionally in the aging and disability sectors from serving. It creates an "exclusionary" framework.

At the state, county, and larger municipal levels, standard practice utilizes a **"Disclosure and Recusal" framework** rather than a blanket ban. For example, under California's Political Reform Act (and typical Fair Political Practices Commission guidelines), a conflict is not triggered simply because a member works in a related field. It is triggered only if a specific decision before the committee will have a *direct, material financial effect* on the member's personal income or business clients.

By shifting to a standard disclosure model, the town can safely navigate the two specific scenarios that a professional consultant on the committee might face:

1. **Multi-Jurisdictional Grants:** If a county or regional grant involves multiple towns, the member simply discloses their existing contract with the neighboring town. Since the committee is advising on the *local* allocation, no conflict exists unless funds are directly sub-contracted to that member by *this* town.
2. **General Consulting Business:** A member's general consulting practice with *other* municipalities does not constitute a conflict with this town's strategic plan or committee work, provided they are not bidding on paid work issued *by* this town.

I recommend that we rewrite Article VI, Section D to reflect standard municipal best practices. I have provided an example of a policy revision that utilizes a "Disclosure and Recusal" framework, providing ethical protection allowing specialized professionals to serve.

Sincerely,

Sara Robinson/ Owner, Waypoint Strategies

Member, Age and Disability Friendly Committee

Proposed Revised Language: Article VI, Section D

Section D: Conflict of Interest and Recusal

1. **Purpose:** The Committee seeks to leverage the expertise of residents working within the aging and disability sectors while ensuring absolute integrity in the administration of grants, donations, and funds.
2. **Financial Interest Prohibitions:** No member of the Committee shall participate in, vote upon, or use their official position to influence a decision regarding any contract, grant allocation, or funding mechanism in which they, their immediate family, or a current business client has a direct financial interest.
3. **Disclosure and Recusal:** If a matter comes before the Committee—including the review of a grant, partnership, or project—that directly involves an entity or geographic jurisdiction where a member has a current contractual or professional engagement, that member shall:
 - a. Publicly disclose the nature of the relationship prior to any discussion of the item.
 - b. Recuse themselves from the table during the discussion.
 - c. Abstain from voting on the matter. The details of the disclosure and recusal shall be recorded in the official meeting minutes.
4. **Permitted Professional Activity:** Professional engagement, consulting, or employment by a member outside the town's geographical jurisdiction—including work with neighboring municipalities, regional joint-powers authorities, or county-wide initiatives—does not constitute a conflict of interest under this section, provided that such work does not involve direct financial

compensation from funds managed or distributed exclusively by this Committee.

STAFF REPORT

TOWN OF SAN ANSELMO

Item #: 1.5

MEETING DATE: May 26, 2026

AGENDA TITLE: Consider Adopting a Resolution Declaring June 2026 LGBTQ Pride Month and Directing Staff to Fly the Rainbow Flag Throughout the Month of June at Town Hall

RECOMMENDATION: Adopt a Resolution Declaring June 2026 LGBTQ Pride Month and Directing Staff to Fly the Rainbow Flag Throughout June at Town Hall

BACKGROUND

Pride Month is an annual month-long celebration of the LGBTQ community, currently observed in the month of June. The purpose of the commemorative month is to recognize the impact that lesbian, gay, bisexual, transgender, and questioning (LGBTQ) individuals have had on local, national, and international history.

At the June 8, 2021 Town Council meeting, the Town Council directed staff to bring forth, on an annual basis, an agenda item that would allow the Town of San Anselmo to further show support the LGBTQ community for Pride Month by flying the Rainbow Flag during the month of June.

DISCUSSION/ANALYSIS

Under the government speech doctrine, the Town may advance its own speech without requiring viewpoint neutrality when the government itself is the speaker, so long as the Town does not show religious preference, encourage a certain vote in an election or otherwise violate the law.

This request originated from a Councilmember was supported by the full Council, and not by a third-party request. Staff has determined that the flying of the Rainbow Flag on a Town Hall flagpole would be considered government speech and is consistent with the flagpole policy approved by Resolution No. 4392. Staff therefore seeks Council approval to fly the Pride Flag for the full length of Pride Month in 2026.

FISCAL IMPACT

None

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

The Council's discussion of this item is not a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

ATTACHMENTS

Attachment 1- Draft Resolution

RESOLUTION NO. 2026-XXXX

**RESOLUTION OF THE SAN ANSELMO TOWN COUNCIL
DECLARING JUNE LGBTQ PRIDE MONTH AND DIRECTING STAFF TO FLY THE
RAINBOW FLAG THROUGHOUT THE MONTH OF JUNE AT TOWN HALL**

WHEREAS, the Town of San Anselmo (“Town”) has a diverse Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) community and is committed to supporting visibility, dignity, and equity for all people in the community; and

WHEREAS, many of the residents, students, employees, and business owners within the Town who contribute to the enrichment of our Town are part of the LGBTQ community; and

WHEREAS, June has become a symbolic month in which LGBTQ persons, and supporters, come together in various celebrations of pride; and

WHEREAS, cities across the United States recognize and celebrate June as LGBTQ Pride month; and

WHEREAS, the Town Council believes it remains important to communicate its support for inclusivity, equality and respect in our Town, and desires to recognize and celebrate June as LGBTQ Pride month; and

WHEREAS, the Town strives to be a place where all residents and visitors feel accepted and welcome; and

WHEREAS, the Rainbow Flag, also known as the LGBTQ Pride Flag or Gay Pride Flag, has been used since the 1970s as a symbol of LGBTQ pride and social movements; and

WHEREAS, flying the Town’s Rainbow Pride Flag at Town Hall throughout the month of June further symbolizes San Anselmo’s official recognition of June as LGBTQ Pride month, reflects the Town of San Anselmo’s viewpoint, and symbolizes the Town’s celebration of diversity and support for the LGBTQ community; and

WHEREAS, under the government speech doctrine, the Town may advance its own speech without requiring viewpoint neutrality when the government itself is the speaker, so long as the Town does not show religious preference, encourage a certain vote in an election or otherwise violate the law; and

WHEREAS, this request originated from a request made by a seated Councilmember, and was subsequently supported by the full Council, and is consistent with the Town’s flagpole policy.

NOW, THEREFORE, the Town Council does resolve as follows:

Section 1.

The Town Council hereby declares the month of June as LGBTQ Pride Month in the Town of San Anselmo and directs staff to fly the Rainbow Pride Flag on a flagpole at Town Hall throughout the month of June.

Section 2.

This resolution shall take effect immediately upon its adoption.

RESOLUTION PASSED AND ADOPTED, at the regular meeting of the San Anselmo Town Council on the 26th day of May, 2026, by the following vote:

AYES: Councilmember:
NOES: Councilmember:
ABSENT: Councilmember:
ABSTAIN: Councilmember:

STEVE BURDO
MAYOR

ATTEST:

SERGE AVILA
TOWN CLERK

STAFF REPORT

TOWN OF SAN ANSELMO

Item #: 1.6

MEETING DATE: May 26, 2026

AGENDA TITLE: Award of Isabel Cook Community Center (ICC) Paint Project; Find the Project Exempt from the California Environmental Quality Act (14 Cal. Code Regs. § 15301).

FROM: Marc Matundan, Assistant Engineer, Department of Public Works

RECOMMENDATION: That the Town Council authorize the Town Manager to award the construction contract to the lowest responsible bidder and find the project exempt from CEQA under 14 California Code Regulations § 15301.

SUMMARY

The Town Council approved the Isabel Cook Community Center (ICC) Paint Project (“project”) at the March 10th, 2026 meeting, and authorized staff to bid the project. The project includes an update to the building’s exterior paint, partial exterior asbestos abatement, and exterior lead abatement. The work will involve regulated containment and safety measures to address asbestos and lead on the exterior while allowing continued tenant occupancy during construction.

BACKGROUND

The project will require advance notification to studio tenants and occupants at the ICC regarding asbestos abatement and lead activities occurring on-site. Informational notices will be posted and distributed as appropriate to ensure occupants are aware of the work, anticipated timelines, and any temporary safety measures associated with the project.

Tenants will be able to occupy the Lower Building throughout the duration of the work; however, portions of the project will involve temporary scaffolding, plastic wrapping, and protective containment measures that could affect normal tenant use and building conditions. This may include temporary covering of windows, reduced natural light, and requirements for windows to remain closed while abatement activities are underway.

Efforts will be made to minimize disruption and maintain safe access throughout the project's implementation.

DISCUSSION / ANALYSIS

Staff advertised the project for construction, with a bid opening on May 5th, 2026. Seven bids were received that were all determined to be responsive. The Engineer's Estimate (EE) was \$390,000. The bid documents stated that the project would be awarded to the contractor with the lowest base bid.

Bidder	Base Bid Amount
Color New Corp	\$ 280,000.00
Perfection Pro Contractors	\$ 350,000.00
Pacific Contractors Group Inc	\$ 290,000.00
CMA Painting INC	\$ 293,000.00
Athens General Constructions LLC	\$ 333,000.00
OnPoint Construction	\$ 254,299.00
Mars Construction & Remodeling	\$ 590,000.00

The Bid from OnPoint Construction was the lowest responsible bid.

Construction should start in late August, will continue for an estimated 44 working days, and it is expected to be complete by the end of September.

Work will be done during daytime working hours and the contractor is expected to operate at full capacity during the duration of the project. Town staff will coordinate with the lower building's studio tenants to minimize impacts from work.

FISCAL IMPACT

The lowest bid was 35% below the Engineer's Estimate

Base Bid	\$ 254,299.00
Scaffolding	\$ 45,000.00
Reglazing	\$ 25,000.00
Construction Management	\$ 22,000.00
Construction Contingency	\$ 55,000.00
Total Project Cost	\$ 405,000.00

GENERAL PLAN CONSISTENCY

This item is consistent with the San Anselmo Safety Element Policy Framework S-1.5, which mandates the maintenance of public buildings to ensure their resilience in the event of natural disasters.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

The Town finds this Project to be categorically exempt from the requirement to prepare environmental documents under the CEQA pursuant to CEQA Guidelines Section 15301, Class 1, as it involves the maintenance and minor alteration of an existing facility with negligible or no expansion of use.

STAFF REPORT

TOWN OF SAN ANSELMO

Item #: 1.7

MEETING DATE: May 26, 2026

AGENDA TITLE: Authorize the Town Manager to execute a Professional Services Agreement with PermiTech Solutions Corporation to provide contract technical consulting services for wireless telecommunications facility applications

FROM: Community Development Department

RECOMMENDATION: Authorize the Town Manager to execute a Professional Services Agreement with PermiTech Solutions Corporation (see **Attachment 1**).

BACKGROUND AND DISCUSSION

Since 1998 the Town of San Anselmo has been implemented and enforced policies governing wireless telecommunication facilities. Current regulations are codified in [San Anselmo Municipal Code Title 10, Chapter 3, Article 38](#) (Wireless Telecommunications Facilities) and [Town Council Policy 6-1](#) as amended by [Resolution No. 4379](#) on April 27, 2021. These regulations require review of wireless telecommunications facilities, including new installations, modifications, collocations, and expansions, with many projects also subject to design review and/or conditional use permit approval.

Due to the technical and regulatory complexity associated with wireless telecommunications applications, the Town has retained Telecom Law Firm, P.C. ("TLF") since August 2020 under successive Professional Services Agreements to provide specialized consulting and technical review services.

TLF recently announced the closure of its permit review division and the transition of its core personnel and expertise to a newly established entity, PermiTech Solutions Corporation ("PermiTech"). PermiTech is led by former senior TLF staff, including Ms. Lory Kendirjian, formerly a Senior Project Manager at TLF, who has extensive experience processing wireless siting applications for local governments.

Approval of the proposed agreement with PermiTech will allow the Town to maintain continuity in its wireless telecommunications review program while retaining access to the same core expertise and technical approach previously provided by TLF. Because PermiTech's team includes personnel familiar with the Town's wireless regulations, processes, and existing facilities, staff anticipates a seamless transition with minimal disruption to application processing and regulatory review.

PermiTech proposes to provide substantially the same services historically provided by TLF, including technical review of wireless telecommunications applications, regulatory compliance analysis, and preparation of written memoranda to support Town decision-making.

Scope of Services

PermiTech's services include, but are not limited to:

- Regulatory classification of wireless applications and identification of applicable federal and state requirements
- Monitoring and tracking of federal and state “shot clock” timelines to ensure compliance
- Completeness review of application materials and preparation of written findings
- Technical and regulatory analysis, including:
 - Section 6409(a) eligibility
 - Design and visual impact considerations
 - Alternative site analysis
 - FCC radio frequency compliance
 - Small wireless facility standards
- Preparation of detailed project memoranda with recommendations for approval or denial
- Assistance with batched application reviews and evolving regulatory requirements

PermiTech emphasizes clear, plain-language documentation to support staff, Planning Commission, and Town Council decision-making.

Qualifications and Continuity of Service

PermiTech's team has collectively processed thousands of wireless facility applications and has extensive experience assisting local governments throughout California.

Because PermiTech includes former TLF personnel familiar with the Town's wireless telecommunications program, staff expects the transition to occur with minimal operational disruption while maintaining consistency in application review and regulatory interpretation.

Proposed Agreement

Staff recommends entering into a one-year Professional Services Agreement with PermiTech Solutions Corporation, with the option to extend the agreement for up to four additional one-year terms upon mutual written consent. This structure is consistent with prior agreements and provides flexibility while ensuring continuity of service.

FISCAL IMPACT

The cost of consulting services provided by PermiTech will be fully funded through applicant-paid fees under the Town's cost recovery system. Consistent with the Town's existing process, applicants are required to submit deposits (e.g., Planning Fee Nos. 32

and 33) to cover consultant and staff costs associated with wireless telecommunications application review.

GENERAL PLAN CONSISTENCY

The proposed agreement supports implementation of the Town's Wireless Telecommunications Facilities regulations ([San Anselmo Municipal Code Title 10, Chapter 3, Article 38](#) ([Town Council Ordinance No. 1124](#)) and [Town Council Policy 6-1](#), which have been determined to be consistent with the General Plan.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

Authorization of a Professional Services Agreement is not a "project" under the California Environmental Quality Act (CEQA), as it does not result in a direct or reasonably foreseeable indirect physical change in the environment.

While wireless telecommunications facilities are not explicitly identified in the Climate Action Plan 2030, reliable telecommunications infrastructure supports telecommuting and remote work, which can reduce vehicle trips and greenhouse gas emissions (Policy T-6).

ATTACHMENT

- Attachment 1: Draft Professional Services Agreement with PermiTech Solutions Corporation
- Attachment 2: PermiTech Solutions Corporation Technical Proposal

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of May 2026, by and between the TOWN OF SAN ANSELMO (hereinafter "**TOWN**"), and PERMITECH SOLUTIONS CORPORATION (hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, TOWN seeks assistance in processing wireless facility applications; and

WHEREAS, **CONTRACTOR** is experienced with wireless facility law and regulation and the Town's wireless policy.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. PROJECT COORDINATION.

A. **TOWN.** The Town Manager shall be the representative of the **TOWN** for all purposes under this Agreement. The Community Development Director is hereby designated the PROJECT MANAGER for the **TOWN** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONTRACTOR.** **CONTRACTOR** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONTRACTOR**. **CONTRACTOR** is hereby designated as the PROJECT DIRECTOR for **CONTRACTOR**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the **CONTRACTOR** shall notify the **TOWN** within ten (10) business days of the substitution.

2. DUTIES OF CONTRACTOR.

CONTRACTOR shall perform the duties and/or provide services as described in the proposal attached, Exhibit A and according to the schedule set forth in Exhibit A. The fees associated with the scope of services are discussed in Exhibit B.

3. DUTIES OF TOWN.

The Town shall use staff time and resources as required to support **CONTRACTOR** as described in the proposal attached, Exhibit A.

4. **COMPENSATION.**

For the full performance of the services described herein by **CONTRACTOR**, **TOWN** shall pay **CONTRACTOR** as described in Exhibit A.

5. **TERM OF AGREEMENT.**

The term of this Agreement shall begin when this Agreement is signed and continue until May 31, 2027. Upon mutual agreement of the parties, and subject to the mutual written approval of the **TOWN** and **CONTRACTOR**, the term of this Agreement may be extended annually for an additional period of four years, and not to exceed May 31, 2031.

6. **TERMINATION.**

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other except as otherwise provided in Exhibit A.

8. **ASSIGNABILITY.**

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

9. **INSURANCE.**

A. During the term of this Agreement, **CONTRACTOR** shall maintain, at no expense to **TOWN**, the following insurance policies:

1. **CONTRACTOR** shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$1,000,000) per occurrence, four million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. **CONTRACTOR's** general liability policies shall be primary and non-contributory and be endorsed using Insurance Services Office form CG 20 10 to provide that **TOWN** and its officers, officials, employees, and agents shall be additional insureds under such policies.

2. **CONTRACTOR** shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit

of no less than one million dollars (\$1,000,000) per accident. If **CONTRACTOR** owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

B. The insurance coverage required of the **CONTRACTOR** in Subparagraph A above, shall also meet the following requirements:

1. Except for professional liability and worker's compensation insurance, the insurance policies shall be endorsed for contractual liability and personal injury.

2. Except for professional liability and worker's compensation insurance, the insurance policies shall provide in their text or shall be specifically endorsed to name the **TOWN**, its officers, agents, employees, and volunteers, as additionally named insureds under the policies, and to provide that the insurance shall be primary with respect to any insurance or coverage maintained by **TOWN** and shall not call upon **TOWN's** insurance or coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR's** policies shall be at least as broad as ISO form CG20 01 04 13.

3. **CONTRACTOR** shall provide to Town's Project Manager, (a) Certificates of Insurance evidencing the insurance coverage required herein, and (b) text from the insurance policies or the endorsements as specified in Subparagraph B (2).

4. The insurance policies shall provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance policies except upon ten (10) days written notice to Town's Project Manager.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than three years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The insurance shall be approved as to form sufficiency by PROJECT MANAGER and the Town Attorney.

C. **CONTRACTOR** shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). **CONTRACTOR** shall submit to Town, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of **TOWN**, its officers, agents, employees, and volunteers.

D. Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the Town's Risk Manager and the Town Attorney. At **TOWN's** option, the deductibles or self-insured retentions with respect to **TOWN** shall be reduced or eliminated to **TOWN's** satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

E. **CONTRACTOR** shall provide to the Project Manager or **TOWN's** Attorney all of the following: 1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; 2) a copy of the policy declaration page and /or endorsement page listing all policy endorsements for the

commercial general liability policy, and 3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this agreement. **TOWN** reserves the right to obtain a full certified copy of any insurance policy and endorsement from **CONTRACTOR**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the Town Attorney.

10. INDEMNIFICATION.

A. **CONTRACTOR** shall indemnify, defend, and hold harmless the **TOWN**, and its officers, employees, and agents (“Town indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation (“claims”), arising out of the **CONTRACTOR**’s negligent performance of its obligations under this agreement or willful misconduct except to the degree for such loss or damage arising from the negligence or willful misconduct of the **TOWN**. In the event the Town indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONTRACTOR**’s negligent performance of this Agreement, the **CONTRACTOR** shall provide a defense to the Town indemnitees, or at the **TOWN**’s option, reimburse the Town indemnitees their costs of defense, including reasonable legal counsels’ fees, incurred in defense of such claims.

11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

12. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONTRACTOR** shall release, defend, indemnify and hold harmless **TOWN**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

13. NO THIRD-PARTY BENEFICIARIES.

TOWN and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

14. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO TOWN: Town of San Anselmo
Attn: Heidi Scoble
525 San Anselmo Avenue
San Anselmo, CA 94960

TO CONTRACTOR: PermiTech Solutions Corporation
Attention: Lory Kendirjian
6320 Topanga Canyon Blvd., Ste. 1630 #1100
Woodland Hills, CA 91367

15. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONTRACTOR**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **TOWN**. **CONTRACTOR** and **TOWN** expressly intend and agree that the status of **CONTRACTOR**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **TOWN**.

16. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, Exhibit A attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONTRACTOR** and the **TOWN**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONTRACTOR** and the **TOWN**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

17. SET-OFF AGAINST DEBTS.

CONTRACTOR agrees that **TOWN** may deduct from any payment due to **CONTRACTOR** under this Agreement, any monies which **CONTRACTOR** owes **TOWN** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

18. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

19. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

20. TOWN BUSINESS LICENSE / OTHER TAXES.

CONTRACTOR shall obtain and maintain during the duration of this Agreement, a **TOWN** business license as required by the San Anselmo Municipal Code. **CONTRACTOR** shall pay any and all state and federal taxes and any other applicable taxes. **TOWN** shall not be required to pay for any work performed under this Agreement, until **CONTRACTOR** has provided **TOWN** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

TOWN OF SAN ANSELMO

CONTRACTOR

Dave P. Donery, Town Manager

Lory Kendirjian, President and Director of
Wireless Operations

ATTEST:

Serge Avila, Town Clerk

APPROVED AS TO FORM:

Megan Holt Acevedo, Town Attorney

EXHIBIT A
SCOPE OF SERVICES

Under the direction of the Town, Consultant shall provide technical and regulatory advice to the Town concerning applications for telecommunications facilities as follows:

A. Wireless Siting Application Reviews:

1. Application Reviews: At the Town's request and within Consultant's expertise as a wireless site application reviewer, Consultant will review wireless siting applications and provide the Town with a written analysis as described below.

2. **Wireless Facility Site Memorandum/Memoranda Content:**

- a. **Memorandum. Regarding Incomplete Application.** Upon receipt of an application by Consultant directly from the Town, Consultant will identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); Small Wireless Facility; major modification; new site; etc.); and will evaluate and identify whether any items that are required in the Town's wireless application that are not completed by the applicant. If there are incomplete items, Consultant will send the Town an "Incomplete Memorandum" by email or an attachment to an email within:

- i. nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant as a small wireless facility; or

- ii. twenty-five (25) calendar days for an initial review of a wireless application that are submitted by the applicant in a category that is not a small wireless facility; or

- iii. nine (9) calendar days for a resubmittal review of a wireless application that was deemed incomplete.

- b. **Project Memorandum:**

Once an application is determined by the Town or deemed by law to be complete, Consultant will:

- i. Discuss and analyze Section 6409(a) applicability which includes an eligible facilities and substantial change analysis;
 - ii. Discuss and analyze Small Wireless Facilities applicability which includes all six criteria as defined by the FCC;
 - iii. Discuss design matters that may reduce the impact of the proposed site configuration;
 - iv. Evaluate time, place, and manner considerations for wireless sites located in the public right-of-way;
 - v. Assess the planned compliance with federal radio frequency exposure guidelines established by the Federal Communications

Commission, and;

- vi. determine any other wireless site-related issues that Consultant, in its experience and opinion, believes to be relevant or helpful to the Town's review of the wireless application (for example ADA compliance).
- vii. Determine applicability of batched applications under AB965.
- viii. At Town's option, without an additional fee, Consultant shall prepare one revision or follow-up to the Incomplete or Project Memorandum. All additional revisions or follow-ups are charged on an hourly basis.

3 Consultation Time:

- a. Consultant will provide consultation by telephone and/or through e-mail with the Town per project at no additional cost for the flat fee portion of any project.
- b. For any project where hourly charges apply (i.e., after the flat fee portion of a project), hourly fees for consultations via telephone and/or email will apply.

It is understood by the parties that every wireless project is unique as to location and design, and some projects may not proceed all the way to an approval or denial, or the project at a given location may be moved by an applicant to a different location necessitating an entirely new project review under a separate fee.

B. Attendance at Meetings: As requested by the Town and subject to Consultant's prior availability, Consultant will attend in-person and video meetings.

C. General Consultation: At the Town's request, Consultant will engage with the Town in regards to any non-privileged technical communications within the competence of Consultant, as determined by Consultant, in any form on a time available basis of Consultant, and invoiced on an hourly basis (including travel time from Consultant's office to and from the Town if necessary and as requested by the Town).

[END OF SCOPE OF SERVICES]

EXHIBIT B PAYMENT OF SERVICES

The Consultant consults with and is responsible for the Town. The Town is responsible for the collection of applicant fees and the timely payment of Consultant's invoices. Payment of Consultant's invoices is not contingent upon the Town receiving any deposit or reimbursement from any party.

1. **Flat Fees:** Consultant shall perform the services described in Exhibit A, Section 2 for a fixed fee of \$2,645 per project. Project hours are not reported by Consultant for the flat fee portion of any flat fee projects.

Flat fee projects are billed to the Town as a single unit on the first project invoice, which is issued upon submission of Consultant's first substantive project memorandum, which may include a memo regarding an incomplete application, a project review memo, or another substantive project-related memo.

The flat fee is fully earned by and payable to Consultant once the Consultant has provided its first substantive memorandum to the Town, even when the project is subsequently cancelled, abandoned, or transferred to a different location. In the event that a project is tendered to the Consultant by the Town but terminated for any reason prior to the issuance of Consultant's first memorandum, Town shall pay Consultant on the hourly basis set out in this Agreement for all time spent by Consultant on the project prior to Consultant's receipt of Town's notice of project termination.

2. **Hourly Fees:** Consultant shall perform all services described in Exhibit A, Sections B and C beyond the initial report and one revision (included in the flat fee), and all other extra services that may not be described in Attachment A but were mutually agreed upon by Town and Consultant, on an hourly fee basis as follows:

Personnel	Rate
Per Director/Senior Advisor	\$ 361
Per Project Manager	\$ 304
Per Project Assistant	\$ 225
Per Project Coordinator	\$ 136

All time is billed in 0.1-hour (6 minute) units rounded up to the next 0.1-hour unit.

3. **Annual Fee Adjustments.** The flat rate and hourly fees set out in this Agreement shall automatically increase annually by three percent (3%) of the flat rate and hourly fees for the previous year.

4. **Travel Time.** For travel paid solely by Town, Consultant charges a discounted rate of sixty percent (60%) of the hourly rate for travel time for each staff member. For travel time reimbursed to Town by an applicant, Consultant charges its regular hourly rate for travel time for each staff member.
5. **Expenses:** Town will reimburse the Consultant for all ordinary costs and expenses incurred by Consultant in performance of the services provided by Consultant to Town pursuant to this Agreement. This is commonly (but not exclusively) limited express mail costs; messenger costs, etc.
6. **Billing Contacts; Payment Address.** The Town's and Consultant's designated points of contact for billing queries are:

Heidi Scoble, CDD

Name and Title

hscoble@sananselmo.org

Email Address

415-289-4636

Telephone Number

The Consultant's designated point of contact for billing queries is:

Annette Strong, Business Manager

Name and Title

Annette@PermiTechSolutions.com

Email Address

(424) 276-2040

Telephone Number

PermiTech's Payment and Notices address is:

PermiTech Solutions Corporation
6320 Topanga Canyon Boulevard Suite 1630 #1100
Woodland Hills, CA 91367

Either party may change its designated point of contact for billing queries at any time upon ten (10) business days' written notice to the other.

[END OF SCHEDULE OF FEES]

April 2, 2026

Town of San Anselmo
Ms. Heidi Scoble
Community Development Director
hscoble@sananselmo.gov
525 San Anselmo Ave.
San Anselmo, CA 94960

Re: Wireless Consulting Services

PermiTech Solutions Corporation ("**PermiTech**") submits this proposal for wireless telecommunications facility consulting services.

PermiTech offers specialized expertise in wireless telecommunications consulting, supported by a proven track record and deep institutional knowledge. Our team has collectively processed more than 9,000 wireless applications across a wide range of jurisdictions, giving us a comprehensive understanding of the regulatory, technical, and practical aspects of wireless facility deployment.

We understand the Town's current planning and permitting processes in detail, are familiar with the nuances of local requirements, and have firsthand knowledge of many of the existing wireless facilities throughout the Town. This allows us to provide informed, efficient, and consistent guidance.

Our approach is defined by accuracy and responsiveness. We recognize the importance of timely reviews and clear communication, and we are committed to delivering precise technical analysis while maintaining dependable turnaround times. Our familiarity with the Town's expectations enables us to proactively identify issues, reduce delays, and streamline the overall review process.

A key strength that distinguishes PermiTech is our focused specialization. Unlike many consulting firms that offer wireless services as one of many disciplines, PermiTech concentrates exclusively on wireless telecommunications consulting. This dedicated focus allows us to stay at the forefront of industry standards, evolving regulations, and emerging technologies, ensuring that the Town receives expert-level service tailored specifically to wireless infrastructure.

In summary, PermiTech brings a combination of experience, and specialization that uniquely positions us to support the Town's wireless consulting needs with a high level of expertise, reliability, and efficiency.

Consultant Identification	Contact Information	Contact Information Authorized to Bind the Contract
PermiTech Solutions Corporation 6320 Topanga Canyon Blvd. Ste. 1630 #1100 Woodland Hills, CA 91367 (310)405-7282	Ms. Lory Kendirjian President and Director of Wireless Operations (310) 405-7282 Lory@PermiTechSolutions.com	Ms. Lory Kendirjian President and Director of Wireless Operations (310) 405-7282 Lory@PermiTechSolutions.com

PermiTech fully understands the Town's needs and the established framework for wireless consulting services.

PermiTech looks forward to the opportunity to support the Town of San Anselmo with the same excellence, responsiveness, and dedication that have defined our work for many years.

Respectfully submitted,

PermiTech Solutions Corporation

by



Ms. Lory Kendirjian
President



**TECHNICAL PROPOSAL BY PERMITECH SOLUTIONS
CORPORATION FOR WIRELESS TELECOMMUNICATIONS
FACILITY CONSULTING SERVICES**

PROPOSAL CONTENTS

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1.0 TRANSMITTAL LETTER

PermiTech Solutions Corporation (“**PermiTech**”) has provided a separate cover introductory letter. Please refer to Exhibit A.

2.0 SCOPE OF WORK

WIRELESS SITING APPLICATION REVIEW

PermiTech’s process supporting local government planners is both straightforward and predictable.

Identification of Regulatory Classification:

Upon receipt of a wireless application package from the Town (usually in electronic form provided on the same day as received by the Town), PermiTech will identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); small wireless facilities; major CUP modifications; minor CUP modifications, DUP modifications, batched applications, standby power generators, etc.).

Identification of Shot Clocks

PermiTech provides precise identification and proactive monitoring of shot clock timelines to ensure full compliance with federal and state regulations governing wireless facility applications. Our team carefully tracks each application milestone—from completeness determinations to final action deadlines—ensuring that statutory timeframes are met and properly documented. By maintaining clear records and providing timely notifications to Town staff, we help minimize risk, avoid deemed approvals, and support a transparent, defensible permitting process.

MEMORANDUM/MEMORANDA CONTENT

Completeness Review:

Once regulatory classification is identified, PermiTech first conducts a completeness review of the wireless application to evaluate its completeness.

If there are incomplete items (and most often there are), PermiTech will send the Town a ‘Completeness Review’ or similar document. This portion of the work entails reviewing all submitted wireless application materials to the Town as well as federal and state ‘shot clock’ calculations.

Our Completeness Reviews are written in plain English, and in a way that anticipates that it will be used as attachment to the Town’s project complete or incomplete notice to the applicant.

Project Memorandum:

Upon the applicant provided a complete application to the Town, PermiTech then conducts and drafts analysis and recommendations on all of the following:

- Section 6409(a) analysis, which includes review of wireless application to determine section 6409(a) applicability based on Section 6409(a) standards.
- Design analysis, which includes discussing design matters, if any, that may reduce the impact of the proposed wireless facility configuration, comparing proposed design for compliance with Town wireless ordinance and policy requirements.
- Alternative Sites Analysis, which includes evaluating time, place, and manner considerations for wireless sites, comparing proposed location for compliance with Town wireless ordinance and policy requirements.
- Radio Frequency FCC Compliance Analysis, which includes assessing the planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission.
- Small Wireless Facilities Analysis, which includes identifying the elements and applicability of small wireless rules and regulations, calculating the antenna and associated equipment volumes and compliance with RF regulations.
- Batched Application Reviews under AB965. PermiTech processes batched applications and decision-making support regarding wireless and wired telecom network deployments submitted under AB965.

Below is a more elaborated and detailed itemization of Wireless Timelines and Analysis:

The timelines for wireless projects are directly controlled by the type of wireless applications involved. That direct control is rooted in FCC rules and California regulations.

For example, the completeness shot clocks for 'small cell' wireless facilities are set at 10 calendar days, as opposed to the standard 30 calendar days for other wireless applications such as 6409(a) applications, CUPs, and new macro cell sites. Additionally, and confusingly, the first completeness shot clock for small cells resets to day zero if the Town sends the initial notice of incompleteness within the required time frame, whereas for other projects the shot clock is merely paused.

Given the many and varied shot clocks under federal and state laws, it is important to note that shot clocks on wireless applications begin once an applicant has taken the first substantive step in submitting a wireless application. This means that the shot clocks begin upon submission of even a partial application; not upon the Town's acceptance of a complete application. With PermiTech's understanding of these critical factors, we guide the Town to better anticipate and manage the legally enforceable timeframes associated with various types of wireless and wireline projects.

As to the review of the Town's wireless applications and wireless policies, PermiTech can and will review the Town's wireless applications and policies following a structured timeline to ensure thorough analysis and timely feedback.

Initial Submission (Shot Clock: Day 0): The Town receives a wireless site application from an Applicant.

Transmission to PermiTech (Shot Clock: Day 0 or Day 1): The Town transmits to PermiTech the Town's wireless application(s) and initial review for type, shot clock, and completeness. This marks the start of PermiTech's review process.

First Review (Shot Clock: Days 1-9 for Small Cells; Days 1-28 for other types): Within the first review period, PermiTech conducts an initial review to identify any immediate concerns or gaps in the submitted application(s) and policy. If applicable, an internal meeting is scheduled to discuss initial findings. For incomplete projects, PermiTech provides a detailed memo to be attached to the Town's timely incomplete notice to the Applicant.

Detailed Analysis (Within 14 days after the project is deemed complete): A more in-depth review takes place, focusing on, technical and regulatory aspects such as design, RF safety, and compliance with federal and state regulations.

Feedback and Recommendations (Within 14 days after the Detailed Analysis period): PermiTech drafts feedback and recommendations based on the findings from the detailed analysis. If further clarification or revisions are needed, the firm will communicate these to the Town's representatives. Depending on the Town's feedback, if any, additional time may be required to address requested clarifications/revisions. PermiTech performs a follow-up review to ensure that all feedback has been incorporated and that the application or policy meets all necessary requirements.

Recommended Approval or Denial: Once all revisions are confirmed, PermiTech provides final approval or any remaining considerations for the Town's wireless application or policy.



Work Product Revision:

PermiTech's quality control process for drafting wireless applications is a multi-step, collaborative approach designed to ensure accuracy, compliance, and thoroughness at every stage.

Initial Drafting: The process begins with the lead drafter, who is responsible for gathering all necessary information, including technical requirements, and regulatory guidelines. The drafter prepares the initial application based on these inputs, ensuring that all elements are aligned with relevant laws and best practices.

First Review-Technical Review: The application is passed on to a second internal firm technical expert specializing in wireless infrastructure. That second internal firm reviewer assesses the technical accuracy of the proposed wireless network or facility, ensuring that the design and specifications align with industry standards and the intended functionality of the application. Any technical concerns are flagged, and revisions are made as needed.

Final Review: Once all technical and compliance reviews are completed, the draft is sent for a final review by a project manager and/or the senior partner. This review ensures that all processes and revisions have been properly implemented, the application is cohesive, and that it meets both client expectations and regulatory standards.

Throughout the process, detailed communication is maintained internally between PermiTech reviewers to ensure that all feedback is integrated efficiently.

After all internal reviews are finalized, the application is sent to the Town for their feedback and approval. Any changes requested by the Town are incorporated, and the document is finalized.

PermiTech ensures that wireless submissions are complete, accurate, and delivered within the required timelines/shot clocks.

Wireless Application Forms Development and Optimization: Preparation of fully customized, Town-specific wireless application forms, or alternatively, comprehensive review and updating of existing forms to reflect current regulations, industry standards, and evolving technologies. This ensures clarity for applicants, improves submittal quality, and streamlines the review process.

RF Compliance and Awareness Training: Development and delivery of specialized training for Town Public Works personnel who may work in proximity to wireless facilities.

This training highlights the importance of RF safety, increases awareness of potential exposure risks, and provides practical guidance to help protect employees by accessing



areas such as utility sites in PROW while ensuring the Town remains compliant with applicable regulatory requirements and most importantly reducing Town liability by ensuring staff are informed on RF safety fundamentals.

3.0 BACKGROUND/EXPERIENCE

PermiTech's team evaluates proposed wireless deployments for compliance with local, state, and federal law. PermiTech supports local government staff by conducting wireless application reviews within the FCC's and State of California's rules and shot clock timelines for incomplete notices, resubmittals, and overall project reviews. Note that the federal and state shot clocks preempt the California Permit Streamlining Act, and different shot clocks apply to different types of wireless projects.

With our thorough understanding of the technical aspects of wireless communications, PermiTech assesses the accuracy, clarity, and completeness of these wireless site application documents. We focus on identifying potential risks, addressing regulatory requirements, and providing actionable recommendations to enhance both community aesthetics and regulatory compliance.

Past experiences have taught us that wireless infrastructure deployments often trigger keen community interest. We know how to effectively address those interests and concerns through rigorous project analysis, respect for the community and the law, and responsiveness to public participation in the review process.

PermiTech's professionals provide objective technical perspectives, municipal staff and officials depend on the information we provide to make informed planning decisions that better respond to local interests.

PermiTech's team has an extensive and successful track record assisting and advising local governments throughout California and beyond through our formal reviews of thousands of wireless deployment applications; applications to modify existing sites; enforcing permit conditions; preparing wireless application completeness reviews; and timely delivering project review memorandums with specific permitting conditions.

PermiTech does not have any pending litigations.

PermiTech is incorporated in California, and the principal owner is Ms. Lory Kendirjian, the founder of PermiTech and former Senior Project Manager at TLF.

PermiTech has three core experienced planning professionals who focus on telecommunications, wireless siting, and site inspections and one consultant that is retained on an as needed basis.



They are:

Ms. Lory Kendirjian, President and Director of Wireless Operations
Ms. Joey Isaac, Project Manager
Ms. Annette Strong, Project Coordinator/Business Manager
Dr. Jonathan Kramer, who serves as a consultant (*on an as needed basis*)

The main point of contact for the proposed engagement will be Ms. Lory Kendirjian, President and Senior Project Manager. She is supported by Ms. Joey Isaac, and Ms. Annette Strong.

Ms. Lory Kendirjian, BSBA, LL.M – PermiTech’s President and Senior Project Manager

Ms. Lory Kendirjian holds an LL.M (with distinction) in Information Technology and Telecommunications Law and Policy. Her Masters’ dissertation addressed federal and local government small wireless facility policy frameworks, including using wireless siting applications to identify and bridge competing goals and interests. She directly manages PermiTech’s project and application review team. She holds a California real estate license and is an ABA-certificated Paralegal.

Ms. Kendirjian serves a critical role in PermiTech’s wireless planning review projects and participates in all important management decisions relating to wireless application reviews and processing. Ms. Kendirjian and her team are responsible for the timely processing and analysis of all wireless projects. Over the past 12 years at TLF, she has been involved in over 7800 wireless siting project reviews for TLF’s local government clients.

Ms. Kendirjian and her team evaluate and process every wireless application tendered by our government clients for review. Those reviews include wireless application completeness; federal and state shot clock calculations; jurisdiction-specific ordinance and design guideline requirements; ADA compliance; potential inverse condemnations; power and fiber encroachment permits; fiber, and microwave backhubs; alternative sites analysis; signal coverage and capacity claims; and RF safety analysis.

Ms. Joey Isaac– PermiTech’s Project Manager

Ms. Joey Isaac is an experienced wireless Project Manager with over 7 years of experience. She specializes in managing end-to-end coordination of wireless site projects and has a proven track record supporting planning departments from the initial intake of wireless applications through to final permit approvals, encompassing new site builds, and modifications.



In this role, she facilitates seamless collaboration among internal cross-functional teams, municipal agencies, and external applicants to ensure projects stay on schedule and in compliance with regulatory, zoning, and safety standards.

She is known for a meticulous, detail-oriented approach combined with strong organizational and communication skills. Capable of managing multiple concurrent projects in fast-paced environments while adapting to evolving priorities. She is a creative problem-solver with a deep understanding of the wireless site development lifecycle, from site acquisition to construction and close-out.

Dr. Jonathan L. Kramer, Esq. – PermiTech’s Senior Advisor (on an as-needed basis)

Jonathan L. Kramer, Esq., J.D., LL.M, LP.D founded Telecom Law Firm and is a current Senior advisor to PermiTech.

He is a nationally recognized radio frequency/broadband technology engineer with over 40 years of experience. Dr. Kramer has advised and lectured to thousands of local and state government agencies—and three branches of the military—regarding issues in telecommunications infrastructure agreements, radio frequency (RF) emissions safety, broadband, fiber optic and cable television law and technology.

Over the last 25 years, Dr. Kramer has served as a telecommunications expert for government agencies across the United States, including more than 40 engagements as an expert witness, trial advisor, or both. Dr. Kramer co-authored and co-edited the FCC’s national guidance on radio frequency emissions safety, “A Local Government Official’s Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance.”

A lawyer admitted to practice in California and New Mexico, and in the relevant federal district and appellate courts as well as before the Supreme Court of the United States, Dr. Kramer also holds six FCC licenses and certifications. He is licensed as a communications contractor in California (Class C7).

In addition to his Juris Doctor degree (earned cum laude), Dr. Kramer holds an LL.M degree (with distinction) in Information Technology and Telecommunications Law from the University of Strathclyde School of Law. His thesis explored the legal and planning ramifications of Section 6409(a). Furthermore, Dr. Kramer was hooded as a Doctor of Law and Policy at Northeastern University in Boston, where his thesis addressed legal and property value issues regarding cell sites near residences. Dr. Kramer has and continues to serve as a regulatory law and policy instructor at Northeastern University in Masters and Doctoral graduate level programs. Dr. Kramer is also an FAA-licensed UAS pilot, which aids in our planning and enforcement support for local governments.



What differentiates our team from other service providers is our core strength: Our ability to translate wireless technical issues and practices into plain English so that the Town's planning staff, the Commissioners, and the Elected Officials may make sound and informed regulatory and policy decisions. This allows the Town's constituents better understand the regulatory setting and processes required of local governments by the FCC and the State of California.

Our team have formally and informally advised and taught wireless permitting processes to more than 100 public agencies throughout the U.S. regarding applications for wireless deployments, ordinances, and wireless policies.

Through our staff of wireless siting professionals, we guide our government clients in understanding and resolving unique issues in telecommunications facilities siting matters while striking the balance between deployment and community aesthetics that uniquely suits each community.

Working closely with the Town, PermiTech is committed to ensuring that all wireless shot clock requirements are met efficiently and in compliance with local regulations. By leveraging its expertise in both municipal codes and wireless technology, PermiTech collaborates with city officials to navigate any technical, logistical, or regulatory challenges that may arise. This proactive approach includes coordinating with vendors, securing necessary permits, and ensuring that the installation and operation of wireless shot clocks meet strict timelines and performance standards.

Below is a partial but representative list of California local government clients that the PermiTech Solutions team have provided the same scope of services sought by the Town. Those jurisdictions include:

Agoura Hills	Laguna Niguel	San Marcos
Bakersfield	Lakewood	Sebastopol
Calabasas	Lawndale	Signal Hill
Camarillo	Chino Hills	Simi Valley
Cerritos	Pleasanton	South Gate
Encinitas	Rancho Palos Verdes	Solana Beach
Fountain Valley	Redondo Beach	Temecula
Fresno	Richmond	Thousand Oaks
Glendale		

Furthermore, PermiTech's strengths in analyzing and processing wireless siting applications lie in our deep understanding of both regulatory frameworks and emerging technological trends. PermiTech ensures that its analysis of wireless policies is comprehensive, compliant, and adaptable to future advancements. Our team is adept at addressing the complexities of wireless networks, spectrum management, and interconnection agreements, ensuring that policies are practical for the Town. This blend of technical expertise, technological insight, and strategic foresight makes PermiTech a trusted partner in the evolving field of wireless policy development.



Unlike most consultancies in this very specialized area of public planning and permitting, PermiTech's professionals understand the core technology issues and industry practices, and the impact of those technologies on local regulatory and proprietary concerns.

4.0 REFERENCES

Below is the contact information for four diverse jurisdictions in California where PermiTech provides wireless consulting services.

CITY OF RICHMOND

Ms. Lina Velasco
Director of Community Development
lina_velasco@ci.richmond.ca.us
(510)620-6706

CITY OF GLENDALE

Ms. Dorine Martirosian
Principal Assistant Town Attorney
DMartirosian@Glendaleca.gov
(818)548-2080

CITY OF THOUSAND OAKS

Ms. Krystin Rice
Planning Division Manager
KRice@toaks.gov
(805)449-2335

CITY OF ENCINITAS

Mr. Andrew Maynard
Principal Planner
505 South Vulcan Avenue
Encinitas, CA 92024
amaynard@encinitasca.gov
(760) 633-2718

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5.0 CONCLUSION

We hope to have a long and supportive relationship with the Town of San Anselmo to serve its constituents and support its staff in wireless consulting matters.

Ms. Kendirjian, along with the rest of PermiTech's staff stand ready to supplement the Town with any additional information requested by the Town.

Respectfully submitted,

PermiTech Solutions Corporation
by

A handwritten signature in black ink that reads "Lory Kendirjian". The signature is written in a cursive, flowing style.

Ms. Lory Kendirjian
President

April 2, 2026

Town of San Anselmo
Ms. Heidi Scoble
Community Development Director
hscoble@sananselmo.gov
525 San Anselmo Ave.
San Anselmo, CA 94960

Re: Wireless Consulting Services

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In summary, PermiTech brings a combination of experience, and specialization that uniquely positions us to support the Town's wireless consulting needs with a high level of expertise, reliability, and efficiency.

Consultant Identification	Contact Information	Contact Information Authorized to Bind the Contract
PermiTech Solutions Corporation 6320 Topanga Canyon Blvd. Ste. 1630 #1100 Woodland Hills, CA 91367 (310)405-7282	Ms. Lory Kendirjian President and Director of Wireless Operations (310) 405-7282 Lory@PermiTechSolutions.com	Ms. Lory Kendirjian President and Director of Wireless Operations (310) 405-7282 Lory@PermiTechSolutions.com

PermiTech fully understands the Town's needs and the established framework for wireless consulting services.

PermiTech looks forward to the opportunity to support the Town of San Anselmo with the same excellence, responsiveness, and dedication that have defined our work for many years.

Respectfully submitted,

PermiTech Solutions Corporation

by



Ms. Lory Kendirjian
President



STAFF REPORT
TOWN OF SAN ANSELMO

Item # 2.1

MEETING DATE: May 26, 2026

AGENDA TITLE: Consider approval of the Ross Valley Paramedic Authority Amended and Restated Joint Powers Agreement

FROM: Dan Mahoney, Fire Chief
David P. Donery, Town Manager

RECOMMENDATION: Staff recommends that the San Anselmo Town Council adopt the attached Resolution approving the Ross Valley Paramedic Authority Amended and Restated Joint Powers Agreement and authorize the Town Manager 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.

Town staff now brings forward the Agreement for the Council'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.

FISCAL IMPACT

There would be no direct fiscal impact to the Town to approve this item.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

The Council's discussion and approval of the Ross Valley Paramedic Authority Amended and Restated Joint Powers Agreement is not a "project" under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

ATTACHMENT 1: RVPA Amended and Restated JPA Resolution

ATTACHMENT 2: RVPA Amended and Restated JPA

ATTACHMENT 3: Original RVPA JPA document

RESOLUTION NO. 2026-XX

**RESOLUTION OF THE COUNCIL OF THE TOWN OF SAN ANSELMO APPROVING AN AMENDED
AND RESTATED JOINT POWERS AGREEMENT FOR THE ROSS VALLEY PARAMEDIC AUTHORITY
AND AUTHORIZING EXECUTION OF SAME**

WHEREAS, the Ross Valley Paramedic Authority (“RVPA”) is an eight member California Joint Powers Authority formed by agreement in 1982 pursuant to the California Joint Exercise of Powers Act, Gov. Code, §§ 6500 *et seq.*, 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”) for the purpose of providing paramedic and pre-hospital emergency medical services throughout and across the Member Agencies’ jurisdictional boundaries by a single, consolidated agency; and

WHEREAS, on March 7, 2024, the RVPA Board of Directors (“Board”) directed staff to engage the services of Citygate Associates, LLC to conduct a review and draft a report regarding RVPA’s governance, deployment, and fiscal structures (“Citygate Report”); and

WHEREAS, on November 7, 2024, the RVPA Board received the Citygate Report and heard a presentation regarding key findings and recommendations, which included the centralization of operational and fiscal processes and updating and strengthening the Joint Powers Agreement; and

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

WHEREAS, on April 20, 2026, the RVPA Board held a public meeting where it approved the Agreement and recommended the Member Agencies’ legislative bodies approve the Agreement; and

WHEREAS, the Town of San Anselmo has been a Member Agency of RVPA for over 40 years; and

WHEREAS, the community has consistently received responsive, high-quality paramedic and pre-hospital emergency medical care from RVPA and the San Anselmo Town Council wishes to maintain and ensure this service into the future; and

WHEREAS, on May 26, 2026 the Town of San Anselmo held a duly noticed public meeting and voted to approve the Agreement and direct its execution.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above recitals are true and correct and incorporated as findings herein.

2. The Town of San Anselmo hereby approves the First Amended and Restated Joint Powers Agreement for the Ross Valley Paramedic Authority ("Agreement") as attached hereto.
3. The Town Manager shall perform all acts necessary to execute the Agreement on behalf of the Town of San Anselmo.

RESOLUTION PASSED AND ADOPTED, at a meeting of the San Anselmo Town Council on the 26th day of May, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSED:

APPROVED: _____

ATTEST: _____

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 may 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 annual 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, agendized, 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 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 30th.

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 two-thirds (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 Marin County 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' representatives 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 it shall be distributed among the Member Agencies in the percentage proportional to the Tax revenue that the Member Agency submitted to RVPA for the prior 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 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. Notwithstanding anything to the contrary in this Section or otherwise, the

Tax rate schedule set forth in Exhibit "A" will be amended or revised from time to time by the Board without amending this Agreement to reflect current Tax rate adjustments. Upon any such amendment or revision to Exhibit "A", said Exhibit shall be deemed automatically incorporated into this Agreement as if set forth in full herein.

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 general fund.

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 the percentage proportional to the Taxes that the Member Agency contributed to RVPA for the 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 first pass the Tax pursuant to this Agreement. The new member agency 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 30th of any given year, to be effective on June 30th 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 Section 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.

Town of Corte Madera

By: _____
Adam Wolff, Town Manager

Date: _____

ATTEST

By: _____
_____ Town Clerk

Date: _____

Town of Fairfax

By: _____
Heather Abrams, Town Manager

Date: _____

ATTEST

By: _____
_____ Town Clerk

Date: _____

City of Larkspur

By: _____
Dan Schwartz, City Manager

Date: _____

ATTEST

By: _____
_____ City Clerk

Date: _____

Town of Ross

By: _____
Christa Johnson, Town Manager

Date: _____

ATTEST

By: _____
_____ Town Clerk

Date: _____

Town of San Anselmo

By: _____
David Donery, Town Manager

Date: _____

ATTEST

By: _____
_____ Town Clerk

Date: _____

Sleepy Hollow Fire Protection District

By: _____
Name: _____
Board President

Date: _____

ATTEST

By: _____
Its: _____

Date: _____

Kentfield Fire Protection District

By: _____
Mark Pomi, Fire Chief

Date: _____

ATTEST

By: _____
Its: _____

Date: _____

County of Marin

By: _____
Derek Johnson, County Executive

Date: _____

ATTEST

By: _____
_____ County Clerk

Date: _____

RVPA Proposed parcel tax rates

Exhibit A to the Proposed Amended and Restated Joint Powers Agreement (item 7c)

Tax cycle	FY	Corte Madera tax rate (\$)*	\$ increase	% budget increase net of Assessor's fee	Rest of RVPA tax rate (\$)***	\$ increase	% budget increase net of Assessor's fee	Difference Corte Madera - RVPA (\$)
Current tax cycle	23-24	78			94.5			
	24-25	81	\$ 3.00	3.21%	97.5	\$ 3.00	2.65%	16.5
	25-26	84	\$ 3.00	3.09%	100.5	\$ 3.00	2.56%	16.5
	26-27	87	\$ 3.00	2.98%	103.5	\$ 3.00	2.49%	16.5
Next tax cycle	27-28	Up to \$94.50	\$ 7.50	8.33%	Up to \$107.50	\$ 4.00	2.90%	13.00
	28-29	Up to \$102.25	\$ 7.75	7.67%	Up to \$111.00	\$ 3.50	2.79%	8.75
	29-30	Up to \$110.00	\$ 7.75	7.09%	Up to \$114.50	\$ 3.50	2.70%	4.50
	30-31	Up to \$117.75	\$ 7.75	6.59%	Up to \$118.00	\$ 3.50	2.62%	0.25

*The proposed tax rate for Corte Madera continues to apply to taxable residential units and every 1,000 sq ft of floor area for nonresidential uses.

***The current approved tax rate for all other RVPA member agencies applies to taxable residential units and every 1,500 sq ft of floor area for nonresidential uses through the end of FY 2027. Starting in FY 2028, the proposed tax rate would apply to taxable residential units and every 1,000 sq ft of floor area for nonresidential uses.

JOINT POWERS AGREEMENT - ROSS VALLEY
PARAMEDIC AUTHORITY

RECITALS

1. The Cities/Towns of Corte Madera, Larkspur, Fairfax, Ross and San Anselmo, the Kentfield and Sleepy Hollow Fire Protection Districts, and the County of Marin have authority to perform public safety functions in their respective communities, and desire to join together to consider, and if found feasible and fundable, to provide, paramedic or advance life support service (ALS) in medical emergencies throughout the Ross Valley, without regard to jurisdictional boundaries.

2. The parties are authorized to contract with each other for the joint exercise of any common power pursuant to California Government Code Sections 6500-6514 including ALS medical services as specified in California Health and Safety Code Sections 1480-1485.

3. The parties intend to identify promptly and resolve fairly any service differences or inequities that arise in carrying out the below agreement.

4. The parties, therefore, mutually agree as follows:

AGREEMENT

Section 1. Joint Powers Authority Established

The Ross Valley Paramedic Authority (Authority) hereby is established by the parties hereto effective as of the date of execution hereof by the last party signatory.

Section 2. Governing Body.

Authority shall be governed by a Board of Directors consisting of one member appointed by and serving at the pleasure of the legislative body of each party. Formal action may be taken only by majority vote of the full Board.

Section 3. Powers and Duties of Authority, to be exercised by or under the direction of its Board, shall include:

a. Developing a plan for and studying the economic feasibility of provision of ALS service in the territory described in the first recital hereof (territory).

b. If warranted by said studies, recommending to the legislative bodies of the parties special tax measure ordinances to be placed before the voters.

c. Applying for, receiving and disbursing grants, loans or other aids from any private or public agency.

d. Setting standards for ALS and BLS (basic life support) services.

e. Entering into contracts, which shall include contract with one of the parties for administrative and fiscal services (controller and treasurer), contract with a certified public accountant for annual audit, and contract with the County of Marin to meet all requirements of the County Health Officer under relevant State law, and contract(s) for ALS and BLS service.

f. Entering into automatic and/or mutual aid agreements with other ALS providers.

g. Adopting an annual budget, and setting a tax levy within the limits of voter approval, said levy to be collected as determined by Authority and remitted to Authority's fiscal agent. Such tax levy shall constitute a lien against property as provided in the Revenue & Taxation Code of the State of California and payments not made by the dates general property taxes are due shall be subject to penalty as

c. by execution of this agreement and the meeting of all responsibilities thereunder by an additional party with consent of Authority.

Section 8. Successors; Mergers

This agreement shall be binding upon and shall inure to the benefit of successors to the parties hereto.

Section 9. Entire Agreement.

This instrument constitutes the entire agreement between the parties as to the subject matter thereof, and may be altered or amended only by an instrument in writing duly executed by all of the parties.

IN WITNESS WHEREOF, the parties have signed this agreement on the dates written next to the signatures below.

TOWN OF CORTE MADERA

BY [Signature]
MAYOR

DATED: 10-5-82

ATTEST:

[Signature]
TOWN CLERK

CITY OF LARKSPUR

BY [Signature]
MAYOR

DATED: 10-21-81

ATTEST:

[Signature]
CITY CLERK

TOWN OF ROSS

BY [Signature]
MAYOR

DATED: 8-20-82

ATTEST:

[Signature]
TOWN CLERK

TOWN OF SAN ANSELMO

BY [Signature]
MAYOR

DATED: 9-20-81

ATTEST:

[Signature]
TOWN CLERK

TOWN OF FAIRFAX

BY [Signature]
MAYOR

DATED: Dec. 14, 1982

ATTEST:

[Signature]
TOWN CLERK

KENTFIELD FIRE PROTECTION DISTRICT

BY [Signature]

DATED: 9-14-82

SLEEPY HOLLOW FIRE PROTECTION DISTRICT

BY [Signature]

Dated: Sept 21, 1982

COUNTY OF MARIN

BY [Signature]
PRESIDENT, BOARD OF SUPERVISORS

DATED: 12-1-81

ATTEST:

[Signature]
CLERK, BOARD OF SUPERVISORS



STAFF REPORT

TOWN OF SAN ANSELMO

Item #: 2.2

MEETING DATE: May 26th, 2026

AGENDA TITLE: Town Hall Resilience Hub Battery Energy Storage System (BESS) review and update to Resilience Hub Project.

FROM: Matthew Ferrer, E.I.T., Assistant Engineer
Sean Condry, P.E., Public Works Director

RECOMMENDATION:

To inform the Town Council about the progress of the Town Hall Resiliency Hub Project.

BACKGROUND:

The Town of San Anselmo and its staff have continuously sought to implement energy efficiency and electrification in Town-owned facilities to help reduce operating costs and greenhouse gas emissions. On May 23, 2023, the Town council received a staff report about the Resilience Hub, provided direction to staff, and authorized staff to issue a Request for Proposal under California government code section 4217, which allows jurisdictions to carry out design-build projects related to energy efficiency.

The Town of San Anselmo is susceptible to flooding, power outages, and other extreme weather events. The Resilience Hub, along with a Community Resource Center at Town Hall, would serve as a safe and reliable place for residents during these events. The Community Resource Center, during times of emergency power outages etc., along with the Resilience Hub, would allow residents to charge their devices, access heating/cooling, access Wi-Fi, and receive other critical services.

The Resilience Hub is powered by a solar carport array and battery energy storage system (BESS) with microgrid controls that allow the Resilience Hub to operate separately from the main grid during power outages. The goal is to provide power to critical loads such as heating, cooling, and lighting at Town Hall and some systems within the Library. EV chargers were also installed for Town and Police vehicles to access resilient power from the microgrid system.

On January 2024, Gridscape Solutions (Gridscape) provided a proposal at no cost to the Town. Gridscape identified areas to install solar photovoltaic and battery energy storage systems.

Item #: 2.2

Gridscape is one of the largest providers of solar microgrids and EV charging systems in California.

The California legislature has encouraged energy-efficient improvements for public facilities by allowing flexible contracting and associated financing for certain energy-related projects without the need to follow formal procurement rules if the required findings are made.

On April 23, 2024, Town Council approved Resolution No. 2024-4538. The resolution allowed Town Council to Adopt an Energy Service Contract with Gridscape Solutions for Solar Photovoltaic System, Battery Energy Storage System, and Microgrid for Town Hall Resilience Hub and the Required Findings Pursuant to California Government Code § 4217.12.

On June 3rd, 2024, The Public Works Department presented to the Planning Commission the Resilience Hub Project.

On October 7th, 2024, The Public Works Department presented to Town Council an update to the Resilience Hub Project. Renderings of the two lot options were presented as well as key differences in the designs.

On October 16th, 2024, a Community meeting was held with the public. There was a walkthrough of the story poles, a presentation, and a Q and A segment. Renderings were presented along with background information regarding the project. A survey was created on October 10th and closed on October 23rd. The survey asked which option they preferred.

On November 12th, 2024, the Public Works department presented the results from the survey and community meeting to the Town Council. Council approved the Magnolia Lot for the location of the Solar Carport Array.

On April 22nd, 2025, the Public Works Department presented to the Town Council the safety features of the BESS.

On April 30th, 2025, Construction for the Resilience Hub Project began.

In August, 2025, Solar Photovoltaic Carport and Battery Energy Storage System installation was completed at Town Hall.

October 20th, 2025, Flood walls and floodgates were installed around the BESS.

On March 4th, 2026, Contractor returned onsite to complete the remaining electrical scope of work.

On April 14th, 2026, San Anselmo secured NEM 2.0 from PG&E

On April 15th, 2026, the commissioning of the Solar Carport, BESS, and fleet EV chargers.

DISCUSSION/ANALYSIS:

The Resilience Hub is up and running. The solar photovoltaic carport array and battery energy storage system (BESS) were energized and commissioned on April 15, 2026, and Town Hall is currently being powered by on-site solar generation with battery backup available in the event of a grid outage. This represents a major milestone for the project and for the Town's climate resiliency goals. Final project completion is pending integration of the Town's existing backup generator with the BESS, as described below.

How the system operates: The solar photovoltaic array generates energy that powers Town Hall directly and charges the BESS, with excess energy stored in the batteries for use during outages. At night, when the BESS reaches a low state of charge during an extended outage, the backup generator is designed to activate automatically, supplying Town Hall while recharging the BESS. Once the BESS is adequately recharged, it resumes powering Town Hall and the generator shuts off. This sequencing is intended to minimize generator runtime and fuel consumption during emergencies.

Generator Integration – Remaining Work: The Solar Carport and BESS installation reached initial completion in August 2025. During subsequent integration testing, staff identified that additional equipment was needed to properly interface the Town's existing backup generator with the new BESS controls.

The final installation and upgrades to the backup generator are scheduled to be completed at the end of May 2026. Barring any unforeseen issues and circumstances. We are planning on conducting final commissioning and testing the first week of June 2026. Even with this delay, the Town is currently receiving Solar Photovoltaic power and is on battery backup in case of an emergency. We also have our portable generator set up as backup.

Once commissioning is complete, all that is left is for PG&E to conduct its final inspection and install its meter so the Town can start selling energy back to the grid.

FISCAL IMPACT:

The Town qualified and received formal approval for the NEM 2.0 grandfathering fee. Once the Project is completed, the Town can qualify for Investment Tax Credits.

NEM 2.0 allows the Town to receive the full retail rate for any excess electricity exported to the grid. Under NEM 2.0 the Town will not be subjected to a "Mandatory Grid Participation Charge".

The Town will also receive a 30% reimbursement of the total project cost via the federal investment tax credit (ITC) after the project is complete. The Town can receive an additional 10% reimbursement through the Domestic Content Bonus Credit and the Harbor tax credit to receive another 20% reimbursement.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY:

The proposed adoption of the resolution is exempt from the California Environmental Quality Act (“CEQA”), pursuant to CEQA Guidelines Section 15301 “Existing Facilities” because the project consists of alterations to an existing Town-owned facility; CEQA Guidelines section 15061(b)(3) “Common Sense” exemption, because it can be seen with certainty that there is no possibility that the activity in question may have a significant negative effect on the environment.

The project is consistent with the following measures in the Town’s Climate Action Plan, including:

- **E-7: Municipal Energy Efficiency Audit and Retrofits**
Identify and implement energy efficiency projects in municipal buildings and facilities and electrification of existing building systems and equipment.
- **R-4: Innovative Technologies**
Investigate and pursue innovative technologies such as microgrids, battery storage, and demand-response programs that will improve the electric grid’s resiliency and help balance demand and renewable energy production.
- **R-5: Solar Energy Systems for Municipal Buildings**
Install solar energy systems at municipal buildings and facilities where feasible.
- **A-1: Preparation and Response**
Develop local systems of food and energy production to enhance the Town's resiliency and adaptation toward localized systems. Examples include microgrids for energy and regenerative agriculture practices on Town-managed land, as well as promoting home gardens and water catchment systems.

STAFF REPORT

TOWN OF SAN ANSELMO

Item # 2.3

MEETING DATE: May 26, 2026

AGENDA TITLE: Substantial Completion of Library Roof/HVAC and Interior Refresh Project

FROM: Department of Public Works

RECOMMENDATION: Staff recommends that Council make the following findings:
(1) Acknowledge and file the update of the Library Roof/HVAC and Interior Refresh Project.

SUMMARY

The San Anselmo Library is an essential community resource that plays a critical role in providing residents with access to information, educational programming, internet services, and safe gathering spaces. The maintenance and upkeep of this public facility is critical to San Anselmo's community. The Library Roof/HVAC and Interior Refresh Project has now reached substantial completion with a new flat roof, HVAC system, and interior design optimization that improves the air quality, energy efficiency, programming and overall comfort for library visitors and staff.

BACKGROUND

The San Anselmo Public Library first opened its doors in February 1915. The flat roof addition (known as the Reading Room) added much needed space in 1961, but the roof itself had not been updated or replaced since its initial installation and a significant amount of patchwork was required to mitigate leaks. The heating system was an inefficient hot water boiler that dated back to the library's original opening.

The library was also in need of an interior space refresh to optimize the library patron experience and expand the children's area. Over the last 10 years, the library has seen a steady increase in families using the Children's Room and circulation of children's materials is the highest of all the library's collections combined, but the space dedicated to serving youth occupied the smallest footprint in the building.

DISCUSSION/ANALYSIS

The Main Carnegie Library closed to patrons on October 20, 2025, and reopened on March 23, 2026. During this 5-month closure, the Mini Library provided temporary services in the former police station lobby and all scheduled programs in the Historical

Museum, Town council Chambers, and on the Library Lawn were able to continue as planned.

The flat roof has now been replaced, and a new HVAC system has been installed. The interior refresh expanded seating in the children's area, added tables for homework or craft programs, and increased the floor space. Additionally, two windows were daylighted and the reference and circulation desks were combined to provide one point of service for patrons to streamline and improve customer experience. With additional funds provided by the Friends of the Library, the interior refresh scope was able to expand. These funds allowed for the refinishing of the Main Library floors, as well as the library's interior and exterior entryways.

A well-attended grand opening celebration took place on April 18th.

A Notice of Completion will be brought to Town Council when the final minor punchlist items have been completed.

FISCAL IMPACT

The final contract amount for the Library Roof/HVAC and Interior Refresh Project is \$763,509.00 (2.48% above base contract) which has been funded through the Town's Building Maintenance Fund, combined with \$100,000 from a BayRen Decarbonization grant for the HVAC. Approximately \$150,000 has been provided by Friends of the Library for the interior refresh.

GENERAL PLAN CONSISTENCY

The Town finds this project consistent with the following General Plan elements:

- [Land Use Element](#) Objective 12: To maintain the current level of public services to the citizens of the Town and to continue to support improvements to public utilities as needed.
- [Safety Element](#) Policy S-1.5: Require public buildings are maintained to support their resilience in the face of natural disasters.
- [Safety Element](#) Action S-1.5a: Maintain the structural and operational integrity of essential public facilities during hazard events.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

The Town finds this project to be categorically exempt from the requirement for the preparation of environmental documents under the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301 Class 1, because it involves the maintenance and minor alteration of an existing facility with negligible or no expansion of use.

This project aligns with the San Anselmo Climate Action Plan 2030 by reducing greenhouse gas emissions through energy efficiency upgrades and meets the following measures.

- E-3 Cool Pavement and Roofs with the installation of a cool roof.
- R-3 Building and Appliance Electrification through the installation of electric heating and air conditioning with a new HVAC system.