

**ROSS VALLEY FIRE DEPARTMENT
STAFF REPORT**

For the meeting of January 8, 2025

To: Board of Directors

From: Dan Mahoney, Fire Chief

Subject: Receive Staff Report and Provide Staff with Direction Regarding the Town of Ross Station 18 One-Year Delay Closure Letter

RECOMMENDATION

Receive staff report and provide staff with direction regarding the Town of Ross Station 18 One-Year Delay Closure Letter.

BACKGROUND

On January 12, 2022 the Ross Valley Fire Board voted unanimously to close Fire Station 18, which is located in the Town of Ross. Effective January 1, 2022 all Members entered into the Third Amendment of the Joint Powers Authority (JPA) identifying that Station 18 “ shall be closed on July 1, 2025, or upon a written agreement among all Members to close on an earlier date” (Section 9.2(d)). (Attachment #1)

On October 14, 2024, Ross Valley Fire Board President Thomas Finn received a letter from Ross Town Manager Christa Johnson (directed to do so by the Ross Town Council in a 5-0 vote) requesting “an amendment to the Ross Valley Fire Department (RVFD) Joint Powers Authority Agreement (JPA) dated January 1, 2022, to allow for a one-year delay in the closure of the Ross Fire Station 18” (Attachment # 2)”.

The letter states that the one-year delay will enable the Ross Valley Paramedic Authority (RVPA) to complete its comprehensive study and engage in transparent Board discussions about the future of the RVPA Joint Powers Agreement. RVPA Executive Officer Chief Jason Weber also received an email stating that the Town of Ross is requesting a lease agreement be agreed on before December 31, 2024.

At the November 2024 and December 2024 RVFD Fire Board meetings, staff provided updates on the current situation and felt that a proactive approach had been taking place by both RVPA and the Town of Ross regarding a lease agreement (to house the RVPA paramedics in Ross) and therefore recommended deferring any discussion and action on the letter to allow for additional

deliberations to occur between the RVPA and the Town of Ross. The Town of Ross's request to agree on a lease agreement by December 31, 2024, has expired.

DISCUSSION

As mentioned previously, the Town of Ross's request to agree on a lease agreement by December 31, 2024, has expired, and the Town of Ross and the RVPA do not have a current lease agreement in place. With July 1, 2025, six months away, staff feels it is appropriate for the Board to discuss the letter requesting to amend the current agreed-upon Third Amendment and extend the closure of Station 18 from July 1, 2025, to July 1, 2026 (one-year).

The letter highlights a few reasons (listed below) for this request. Staff has noted actions that have taken place since the letter was received back in October 2024.

- **Allows the RVPA to complete its comprehensive study:**
 - The RVPA comprehensive study (EMS Deployment and Fiscal Assessment Review) has been completed as of November 1, 2024 and presented to the RVPA Board in November 2024.

- **The stated intention of the RVPA paramedic unit may not be reliable enough to remain in Ross:**
 - The results of the study suggested and found:
 - Create a mutual understanding with the Town of Ross to continue to deploy Medic 18 in the Town.

 - Medic 18's current location in the Town of Ross should continue as long as RVPA is served by only two ambulances.

 - Both the Town of Ross and the RVPA remain active in the negotiation process with the intent to come to a lease agreement for the paramedic unit in Ross.

- **Engage in transparent discussions about the future of the RVPA JPA:**
 - The results of the study suggested:
 - Reach written agreement(s) to stop any further consideration regarding the separation of RVPA into two parts.

 - The RVPA has created two separate sub-committees
 - Working Group 1 - Strengthen the JPA
 - Working Group 2 - Increase Fiscal Accountability and Transparency

Over the last two years, the Third Amendment to the RVFD JPA has been used as a guiding document for the Department when considering operational and fiscal decision-making and organizational planning. Closing a fire station has a significant impact on an organization. By taking proactive measures for the anticipated closure of Station 18, the Department anticipates it has minimized organizational impacts while remaining fiscally responsible.

The following lists some of the actions that have already taken place to anticipate July 1, 2025:

- Hired Firefighter Paramedic and are in the process of training to ensure they are qualified to fill the Firefighter Paramedic role in a three-person engine company by July 2025.
- Currently, the Department is actively recruiting for the firefighter paramedic position to fill additional vacancies.
- Newly-purchased apparatus has been assigned to Station 19 in a cost-saving effort.
- The Town of San Anselmo and the Sleepy Hollow Fire Protection District have jointly committed \$3.5 Million Dollars towards the remodeling of Fire Station 20 to accommodate a three-person engine company.
 - Temporary living quarters were costed out to accommodate three personnel by July 2025 as an increased cost to this project.
- Staff has spent considerable time preparing for the upcoming Firefighter negotiation process, considering the projected deployment model in July 2025.
- The Department's Facilities Manager has been vigilant in only making the necessary repairs for fire personnel at Station 18. There has been no vision for improving living conditions.
- The Department has NOT made promotions to vacant Fire Captain and Engineer positions to transition 3 Captain/3 Engineer positions to Firefighter Paramedic Positions through attrition as soon as possible to July 1, 2025, to provide considerable cost savings to member agencies and honor Section 24.5 (a) of the Third Amendment.
- The Department has NOT pursued the last two available staffing grants (Staffing for Adequate Fire and Emergency Response SAFER).

During the Third Amendment negotiation process, the Department reached agreeable terms with the labor group (Ross Valley Firefighters Association) through a “2022 Side Letter” (Attachment #3). Management would need to meet and renegotiate any changes to that agreement.

As mentioned above, the Department has multiple Captain and Engineer vacancies. It anticipates that a year from the closure of Station 18, the “Full Savings” could be realized per Section 24.5 (a) of the Third Amendment.

The strategy behind leaving these vacancies open will only be sustainable until July 2025, as there are impacts on members having to fill these positions either in an “Acting Status” or through overtime. If there were to be an extension of the closure date, the Department would most likely need to fill these positions, thus delaying any cost “Saving” for Ross or completion of Section 24.5 (a) until future attrition occurs.

Amendment Process

Any extension of the agreed upon July 1, 2025 closure of Station 18 will have a direct impact on Section 9.4 “Certain Service Levels” in the Third Amendment, thus requiring a “unanimous vote of the full Board” per the 2010 RVFD JPA section Section 2.3 (d)(i).

When a unanimous vote is needed, the following steps would need to occur:

Step 1: The Board votes unanimously to bring the recommended amendments to their Town Councils or Governing Boards.

Step 2: The Town Council or Governing Board of each member agency would then ratify the amendment by majority vote.

Next Steps

Staff is recommending the Board discuss the following:

- Does the Board feel that a unanimous vote can be obtained by extending the closure date of Station 18 from July 1, 2025 to July 1, 2026?
 - If NO, no other action will be taken on the letter request.
 - If YES, provide staff with specific direction as to the desired next steps in this process (i.e. prepare draft amendment language for consideration by the Board).

FISCAL IMPACT

There are no direct fiscal impacts related to this report.

ATTACHMENTS

Attachment #1 – 2022 Third Amendment to JPA

Attachment #2 – Letter From Ross Requesting One-Year Delay in Station 18 Closure

Attachment #3 – 2022 Staffing-Deployment Side Letter