



Agenda Item No. 9.

Staff Report

Date: March 10, 2022

To: Mayor Robbins and Councilmembers

From: Jason Weber, Fire Chief

Subject: Third Amendment to the Ross Valley Fire Department Joint Powers Agreement

Recommendation

It is recommended that the Ross Town Council authorize the Town Manager to execute the third amendment to the Amended and Restated Ross Valley Fire Department Joint Powers Agreement.

Background and Discussion

Over the last year, the Ross Valley Fire Department (RVFD) Board of Directors has studied potential impacts of the closure of the Ross Fire Station. A thorough analysis of operational and fiscal impacts was presented to the RVFD Board and the Ross Town Council in November 2021. Eight options were presented during these meetings including Option #2 which eliminates Engine 18 and shifts personnel West to other stations (see page 15 of Attachment 2 - Staff report for November 4, 2021 Ross Town Council meeting - for a thorough description of Option #2 and its fiscal impacts). At the November 2021 RVFD Board meeting, the Board unanimously endorsed moving forward with Option #2 and directed staff to draft amendments to the Joint Powers Agreement to implement the direction of the RVFD Board. Those amendments concern the following:

- Closure of the Ross Fire Station
- One Time Cost for Remodel of Fire Station 21 (Fairfax)
- Facility Maintenance cost sharing - for Station 19 (San Anselmo)
- Service Levels
- Movement of Personnel
- Capital Assets

These amendments are captured in detail in the Third Amendment to the Amended and Restated Ross Valley Fire Department Joint Powers Agreement (Attachment 1). Also attached for additional background information is the staff report from the November 4, 2021 Ross Town Council meeting (Attachment 2) and the staff report for the January 12, 2022 RVFD Fire Board meeting (Attachment 3).

Fiscal Impact:

The proposed amendment will result in the Town's obligation to pay 27% of the maintenance costs for Fire Station 19 in San Anselmo once the Ross station closes. Due to the damage caused by the flood of 2005, Fire Station 19 was completely remodeled in the 2010-2011 time period. The work included new and substantial upgrades to the framing, electrical, plumbing, and mechanical systems throughout the building. In addition, the building had seismic work completed throughout the structure along with floodproofing including new flood gates for the entire perimeter of the building for a 100-year flood event. A new generator was installed for backup power along with a photovoltaic solar power system, and a new elevator was installed as part of the remodel. Due to its excellent condition, it is anticipated that major capital repairs will not be necessary for many years. Ongoing annual maintenance costs are expected to be modest. Ross's obligation to pay 27% of maintenance and repairs to Fire Station 19 is anticipated to be substantially less than it would cost to maintain and repair the existing Ross Fire Station.

Second, due to reduction in staffing and vehicle replacement costs, the proposed amendment will result in significant operational savings to the Town of Ross once the transition has been completed.

Lastly, the amendment requires the Town of Ross to reimburse the RVFD up to \$15,000 for legal costs to prepare the amendment.

Status:

On February 8, 2022 the San Anselmo Town Council voted unanimously to approve the third amendment to the RVFD Joint Powers Agreement. On March 2, 2022 the Fairfax Town Council also voted unanimously to approve the third amendment.

Attachments:

1. Third Amendment to the Amended and Restated Joint Powers Agreement
2. Staff Report for the November 4, 2021 Ross Town Council meeting
3. Staff Report for the January 12, 2022 Ross Valley Fire Department Board meeting

ATTACHMENT 1

THIRD AMENDMENT TO AMENDED AND RESTATED JOINT POWERS AGREEMENT

This Third Amendment to the Amended and Restated Joint Powers Agreement (“Third Amendment”) is entered into as of January 1, 2022 (the “Third Amendment Effective Date”), and is made by and among the Town of Fairfax, a municipal corporation (“Fairfax”), the Town of San Anselmo, a municipal corporation (“San Anselmo”), the Sleepy Hollow Fire Protection District, an independent special district of the State of California (“Sleepy Hollow”), and the Town of Ross, a municipal corporation (“Ross”), each a “Member,” and collectively referred to as the “Members.”

RECITALS

A. Fairfax, San Anselmo and Sleepy Hollow entered into that certain Amended and Restated Joint Powers Agreement dated as of July 1, 2010 (the “Agreement”). All capitalized terms used herein without definition shall have the same meanings assigned to them in the Agreement.

B. The Agreement governs the operations of the Ross Valley Fire Department (the “Authority”).

C. The Members entered into the First Amendment to the Amended and Restated Joint Powers Agreement, effective as of July 1, 2012 (the “First Amendment”), to (i) include Ross as a Member of the Authority; (ii) modify the composition of the Board; (iii) revise the Members’ cost sharing and ownership rights; and (iv) address certain other issues agreed upon among the Members.

D. The Members entered into the Second Amendment to the Amended and Restated Joint Powers Agreement, effective as of February 13, 2014 (the “Second Amendment”), to: (i) establish a Management Committee and (ii) implement the provisions of Government Code § 54956.96, permitting the disclosure of certain closed session information in an authorized closed session of a Member.

E. The Members desire to enter into this Third Amendment to the Amended and Restated Joint Powers Agreement to: (1) provide for the closure of the Ross Fire Station and (ii) allocate Authority resources, savings and costs attributable to the Ross Fire Station closure.

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

AGREEMENT

1. Section 9.2, **Fire Station Maintenance**, is hereby amended by adding subsections d., e. and f. to read as follows:

“9.2 Fire Station Maintenance

d. Closure of the Ross Fire Station. Fire Station 18, located at 33 Sir Francis Drake Boulevard in Ross, CA (the “Ross Fire Station”) shall be closed on July 1, 2025, or upon a written agreement among all Members to close on an earlier date (such closure date being the “Ross Fire Station Closure Date”).

e. One Time Cost For Remodel of Fire Station 21. On or before the Ross Fire Station Closure Date, the Town of Fairfax shall contribute one-time costs not to exceed \$210,000 to fund the interior remodel of Fire Station 21, located at 10 Park Road in Fairfax, CA ("Station 21") to accommodate additional staffing.

f. Shared Costs for Station 19. Commencing in the first fiscal year following the Ross Fire Station Closure Date, and in each fiscal year thereafter, the Town of Ross and the Town of San Anselmo shall share the maintenance costs of Fire Station 19, located at 777 San Anselmo Avenue in San Anselmo, CA ("Station 19") for which the Town of San Anselmo is responsible pursuant to Section 9.2 a. The Town of Ross shall contribute twenty-seven percent (27%) and the Town of San Anselmo shall contribute seventy-three percent (73%) toward maintenance costs; provided, however, that the Town of San Anselmo and the Town of Ross shall agree upon an annual budget for such costs for the ensuing fiscal year. The foregoing requirement to agree upon an annual budget is intended to obtain an agreement for the total annual maintenance costs to be shared by the parties and in no event shall such agreement modify the annual percentage obligations for Station 19 maintenance costs of either the Town of Ross or the Town of San Anselmo. Subsequent to adopting the annual budgets for the Town of Ross and Town of San Anselmo, and prior to incurring any unbudgeted cost under Section 9.2 a. in excess of \$10,000 for Fire Station 19, the Town of San Anselmo shall notify the Town of Ross, and the parties shall meet and confer and agree on any such cost to be incurred.

2. Effective on the Ross Fire Station Closure Date, Section 9.4, **Certain Service Levels**, shall be deleted in its entirety and replaced with the following:

"9.4, Certain Service Levels. The Authority's three fire stations will be routinely open, fully staffed and equipped for 24-hour continuous operation by not less than three (3) full-time sworn trained firefighters at two of the three fire stations and not less than two (2) full-time sworn trained firefighters at the third fire station. Notwithstanding the foregoing, the Fire Chief shall have the sole discretion as to the most effective manner of handling and responding to calls for service. This includes positioning both equipment and staffing between and among the fire stations to meet conflicting demands. Consequently, the Members acknowledge that there may be times when equipment or personnel may not be available from all three fire stations."

3. A new Section 9.5, **Closure of Ross Fire Station**, is hereby added to the Agreement to read as follows:

"9.5 Closure of Ross Fire Station and Movement of Personnel. As of the Ross Fire Station Closure Date, the Fire Chief shall move personnel from the Ross Fire Station to Station 19 and Station 21 as the Fire Chief deems appropriate."

4. Section 24.5, **Existing Capital Assets**, subsection a., **Ross Fire Station**, is hereby amended by restating subsection a. to read as follows:

a. Ross Fire Station. Beginning on the Ross Fire Station Closure Date, the Authority's annual operations costs will be reduced (the "Savings") due to the closure of the Ross Fire Station, the elimination of one engine from the Authority's vehicle replacement schedule, the planned transition of three (3) Captain positions to three (3) Firefighter/Paramedic positions, and the planned transition of three (3) Engineer positions to three (3) Firefighter/ Paramedic positions, with such personnel changes occurring upon the resignation or retirement of the current Captain and Engineer personnel. The annual amount of Savings shall be detailed in the annual budget prepared pursuant to Section 6.2, with the portion of the Savings attributable to personnel changes determined at the time the changes occur, based on the difference in salary and fully loaded benefits of such personnel. The annual amount of the Savings, as shown on the annual budget, shall be credited to the amount of the annual contribution owed by the Town of Ross pursuant to Section 7.1. After the full Savings, by the elimination of one engine from the Authority's vehicle replacement schedule, the planned transition of three (3) Captain positions to three (3) Firefighter/Paramedic positions, and the planned transition of three (3) Engineer positions to three (3) Firefighter/Paramedic positions has been realized, the Members' Percentage Shares (Section 8.1) shall be adjusted to reflect the savings attributed to Ross. In addition, The Town of Ross will be billed by the Authority for actual legal costs (not to exceed \$15,000) incurred by the Authority in connection with the preparation of this Third Amendment.

5. Except as expressly modified by this Third Amendment, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect and binding on the parties.
6. This Third Amendment may be executed on behalf of the respective Members in one or more counterparts, all of which collectively shall constitute one document and agreement.

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

TOWN OF SAN ANSELMO, a municipal corporation

By: _____
Brian Colbert, Mayor

ATTEST:

Town Clerk

TOWN OF FAIRFAX, a municipal corporation

By: _____
Stephanie Hellman, Mayor

ATTEST:

Town Clerk

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

By: _____
Name: _____
Title: _____

ATTEST:

Secretary

TOWN OF ROSS, a municipal corporation

By: _____
Elizabeth Robbins, Mayor

ATTEST:

Town Clerk

ATTACHMENT 2



Agenda Item No. 11.

Staff Report

Date: November 4, 2021

To: Mayor Robbins and Councilmembers

From: Jason Weber, Fire Chief

Subject: Receive Presentation and Update and Council Provide Direction on Options Related to the Town of Ross Facilities and Impacts to the Ross Valley Fire Department

Recommendation

That the Ross Town Council receives an update from Staff on the options regarding the Town of Ross fire facilities in relation to Ross Valley Fire Department (RVFD) and provide feedback and direction to Fire Board Members Elizabeth Brekhus and Beach Kuhl on the preferred option that the Town of Ross supports and direct Fire Board Members to cast their vote at the November RVFD meeting in that manner.

Background and Discussion

The public safety facilities in Ross are nearing 100 years old. Over the last several years, the Town of Ross has engaged architectural firms and consultants to assess the facilities and provide options for replacement or rehabilitation, including costs. In August 2020, Ross Town staff presented the facilities studies' results to the Ross Town Council and were asked to move forward in assessing options and community support for maintaining all or part of the existing public safety and town facilities complex. In October 2020, a Ross community workshop was hosted to discuss options and alternatives to the current service level and facilities.

After the October workshop, a Ross community questionnaire was distributed to residents to gauge support and willingness to fund the replacement of the Ross Police Station, Fire Station, Ambulance Quarters, and Town Administrative offices. The survey results indicated that reaching the required threshold of two-thirds voter support for a large bond measure to fund all the facilities' replacements was unlikely to be attainable. Additionally, the questionnaire results indicated Ross residents' support for the rebuilding of the Town's law enforcement, ambulance quarters, and administrative offices.

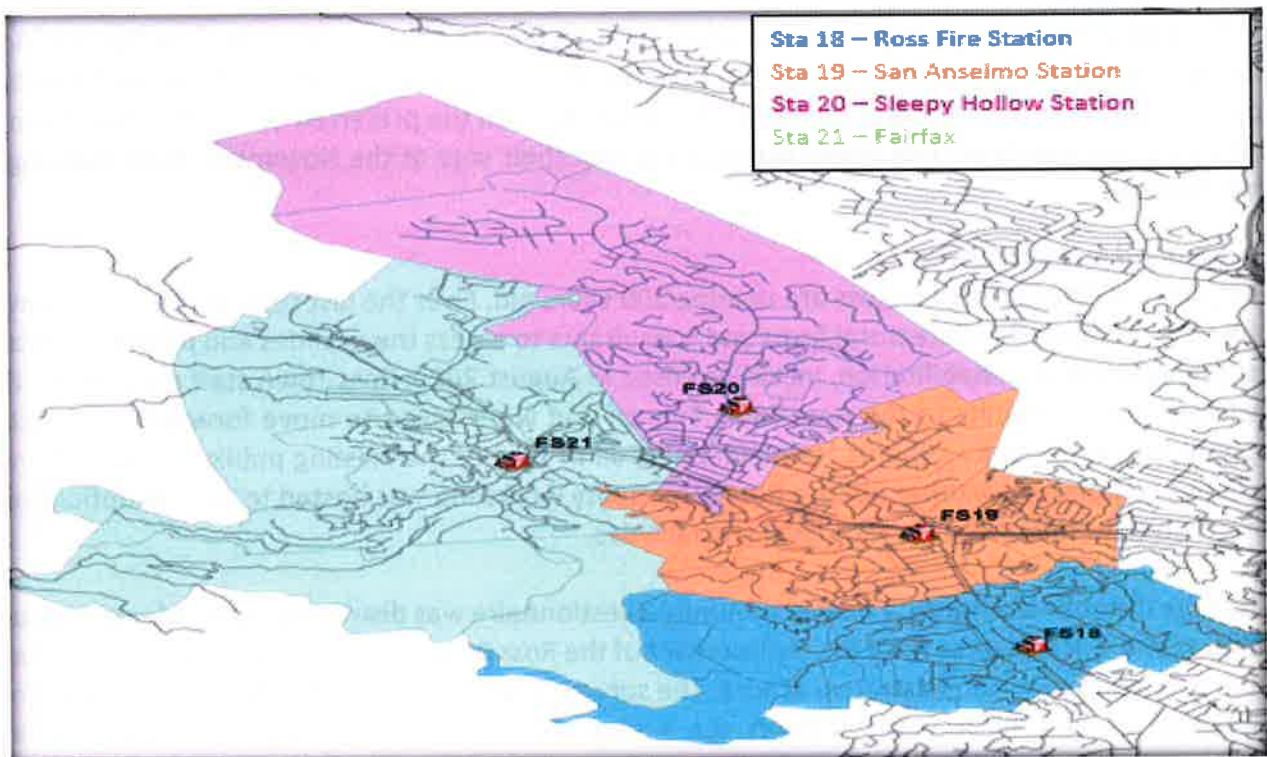
At its January 14, 2021, Ross Town Council meeting, the results from the questionnaire were presented to the Council. The Council then opted to give the community additional time to see if

private fundraising efforts could fill the approximately \$14 million gap in funding for a fire station. However, at the March Council meeting, Town staff reported that private fundraising efforts fell substantially short of the funds needed to rebuild the fire station, facilities, ambulance quarters, and administrative offices.

At its March 11, 2021, Town Council meeting, a decision was made by the Council directing Staff to negotiate impacts related to the Town's decision not to include a fire station in the Ross Town facilities complex. Parties impacted by the decision include the Ross Valley Fire Department (RVFD) Joint Powers Authority (JPA) member agencies, RVFD Labor, the Ross Valley Paramedic Authority JPA (RVPA), and neighboring jurisdictions, including the Kentfield Fire District (KFD).

Following the Ross Town Council's decision on March 11, 2021, the RVFD Management Team, including representation from each Town, Fire District, and Executive Staff, began to meet and discuss potential impacts and options to ultimately present to the RVFD Board and other stakeholders.

Ross Valley Fire Department Service Area Map by Station



The RVFD Management Team subsequently developed eight options to present to the Fire Board for consideration. These options are outlined below:

1. Eliminate Engine 18 (E18), move three (3) personnel to Station 19, and attrite three (3)

personnel, moving from nine (9) on-duty personnel to eight (8) on-duty personnel daily.

2. Eliminate E18, move six (6) personnel west to other Stations with positions/ranks to be adjusted (e.g., Captains and Engineers transitioned) as appropriate.
3. Same as Option 2, but convert three (3) positions to an apprentice-type position.
4. Same as Options 2 and 3, but add three (3) positions, bringing all engines to three (3) personnel each (net gain of three personnel increasing daily staffing from nine to ten personnel).
5. Eliminate E18; Ross withdraws from the JPA and enters into a negotiated contract for services with RVFD.
6. Eliminate E18 and attrite six (6) personnel.
7. Move E18 to Station 19; Station 19 would become a two-engine station.
8. Move E18 to Station 17 (Kentfield Fire District), and E18 serves Ross from that location.

After the RVFD Board May 12, 2021 meeting, four of the options above were eliminated from consideration, and the Management Team was tasked with refining and negotiating the remaining four options, including:

1. Move E18 to Station 19; Station 19 would become a two-engine station (the **“Station 19 Consolidation”** option).
2. Eliminate E18 and move six (6) personnel West to other Stations with positions/ranks adjusted (e.g., Captains and Engineers transitioned) as appropriate (the **“Shift West/ Adjust Ranks”** option).
3. Same as Option 2, but convert three (3) positions to an apprentice-type position (the **“Shift West/ Convert Positions”** option).
4. Same as Options 2, but add three (3) positions, bringing all engines to three (3) personnel each, a net gain of three personnel increasing daily staffing from nine to ten personnel (the **“Shift West/ Add Personnel”** option).

The RVFD Board was presented this report and a presentation at their October meeting with a recommendation to return to the November 10th Fire Board meeting to provide Ross input on which option and with what terms the Fire Board was amendable to. A straw pole at the October Fire Board meeting indicated a majority of Board members could support Option 2; Eliminating E18 and moving

six (6) personnel West to other Stations with positions/ranks adjusted (e.g., Captains and Engineers transitioned) as appropriate (the “Shift West/ Adjust Ranks” option). This evening’s presentation will focus on Options 1 and 2.

Each Option entails varying degrees of fiscal, operational, and Labor impacts presented in this Staff Report for your consideration.

RVFD Operational Considerations

The Ross Valley Fire Department is comprised of four separate Member agencies --Fairfax, Sleepy Hollow Fire Protection District (SHFPD), San Anselmo, and Ross -- providing fire services pursuant to a Joint Powers Agreement. The JPA was established in 1982 when Fairfax and San Anselmo contractually formed a consolidated fire agency that additionally provided services to the SHFPD via a preexisting contract between the SHFPD and San Anselmo. In 2010, Sleepy Hollow became a full voting member of the JPA, followed by the Town of Ross in 2012.

The RVFD’s structure and strategy to provide fire services reduces duplication and provides a higher level of service than any single Member could cost-effectively provide on their own, both today and likely in the future. When contemplating operational changes to fire services within the JPA, the RVFD Board should consider the fire services as a whole versus independent agency service providers. Services are provided as an integrated system rather than a standalone single-engine or entity. The information, the discussions and, ultimately, the decisions to be made surrounding fire services and changes will require looking at these Options as trade-offs.

No mandatory federal or state regulations direct the level of fire service staffing, response times, or outcomes. Thus, the level of fire protection services provided is a *local policy decision*, and communities determine the fire services levels that they can afford, which may not always be the desired level. However, local, state, and federal regulations relating to firefighters and citizen safety must be followed if services are provided at all.

Furthermore, fire service deployment, simply stated, is about the *speed* and *weight* of the response. *Speed* refers to the initial response (first-due) of all-risk intervention resources (engines, trucks, and/or ambulances) strategically deployed across a jurisdiction for response to emergencies within a time interval to achieve desired outcomes. *Weight* refers to multiple-unit responses (Effective Response Force, or ERF, commonly called a First Alarm) for more serious emergencies such as structure fires, multiple-patient medical emergencies, vehicle collisions with extrication required, or technical rescue incidents. In these situations, a sufficient number of firefighters must be assembled within a reasonable time interval to safely control the emergency and prevent it from escalating into a more serious event.

Moreover, most suburban communities desire outcomes to include limiting structure fire damage to only part of the inside of an affected building and/or minimizing permanent impairment resulting from a medical emergency. To do so, the initial units should arrive within 7:30 minutes of the 9-1-1 notification, and a multiple-unit ERF should arrive within 11:30 minutes of the 9-1-1 notification at

the Marin County Sheriff's Dispatch Center (Comm Center), all at 90% or better reliability. Total response time to emergency incidents includes three distinct components: (1) 9-1-1 call processing/dispatch time, (2) crew turnout time, and (3) travel time. Recommended best practices for these response components are 1:30 minutes, 2:00 minutes, and 4:00/8:00 minutes, respectively, for first-due and multiple-unit ERF responses in urban/suburban areas.

In the RVFD, the current four fire station system provides the following first-due unit response time performance across various population density/risk areas for emergency medical and fire incident types. As Table 1 shows, *all* station areas receive service *beyond* (i.e., slower) the best practices goal point of 7:30 minutes.

Table 1 – Call to Arrival performance to 90% of Fire and EMS incidents

Station Area	2018
Department-Wide	08:45
Station 18	07:55
Station 19	07:45
Station 20	08:47
Station 21	09:07

The RVFD service area is very difficult to serve efficiently from a small number of fire stations due to the hilly geography and the constrained road network dependent on one main connector road. Over time, each population cluster opened a fire station for a minimum single first unit response knowing that they were co-dependent on one another for multiple-unit serious emergencies. The geography is unchangeable, and improving the existing road network is neither politically feasible nor cost-effective. Thus, reducing coverage by removing one or more fire engines or the paramedic ambulance will increase response times to the local community receiving the reduced coverage.

In terms of emergency incident workload per unit, no single fire unit or station area is approaching workload saturation. The level of simultaneous incidents is not high enough to justify deploying another unit at peak day hours. However, concerns have arisen regarding the overall limited RVFD per-day staffing and the ability to respond with greater "weight of attack" to ensure emerging serious emergencies are controlled. Countywide mutual aid resources are not immediately available in the Ross Valley, whereas they would be in an urban area with flat terrain and interconnected roads.

Locally, the quantity of calls for RVFD responses in the Town of Ross (or in any other single historic population cluster in the joint RVFD service area) is too small and too volatile to utilize as the sole criterion to justify maintaining the fire station as presently operated. Providing fire services is akin to purchasing fire insurance, and it is vital to consider the desired level of protection. Here, the

public policy issue is whether to have access to a fire station sited nearby or to one farther away, with the knowledge that a station farther away, even with its unit(s) available for a prompt response, cannot offer more than typical exurban or emerging rural area response times to substantial areas of the Town of Ross.

Table 2—Fire Department Facilities and Assigned Resources

Station	Location	Primary Assigned Resources	Minimum Staffing
18	33 Sir Francis Drake Blvd., Ross	Engine	2
19	777 San Anselmo Ave., San Anselmo	Engine Battalion Chief	2 1
20	150 Butterfield Rd., San Anselmo	Engine	2
21	10 Park Road, Fairfax	Engine	2
Total Per Day			9

The RVFD's current deployment model consists of four engines staffed with a minimum of two personnel each and one Battalion Chief, for a total daily minimum year-round continuous staffing of not less than nine personnel operating from four fire stations, bolstered by a two-firefighter/paramedic ambulance from the Ross Valley Paramedic Authority (RVPA). The RVFD has automatic and mutual aid agreements with all the fire agencies in Marin County.

Table 3—Annual Service Demand by Year

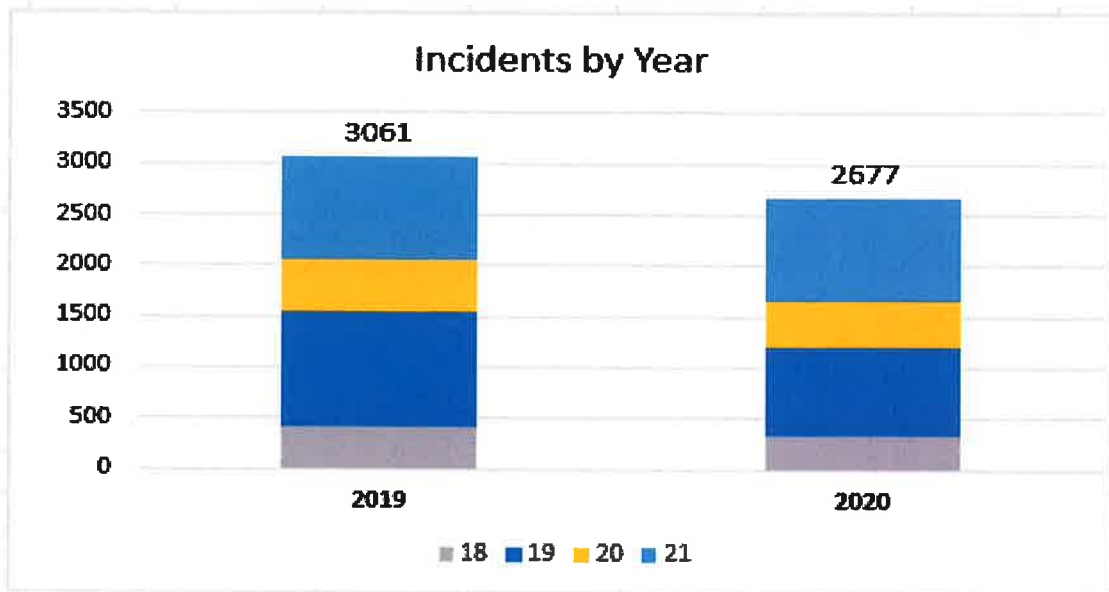


Table 4—Number of Incidents by Year and Call Type

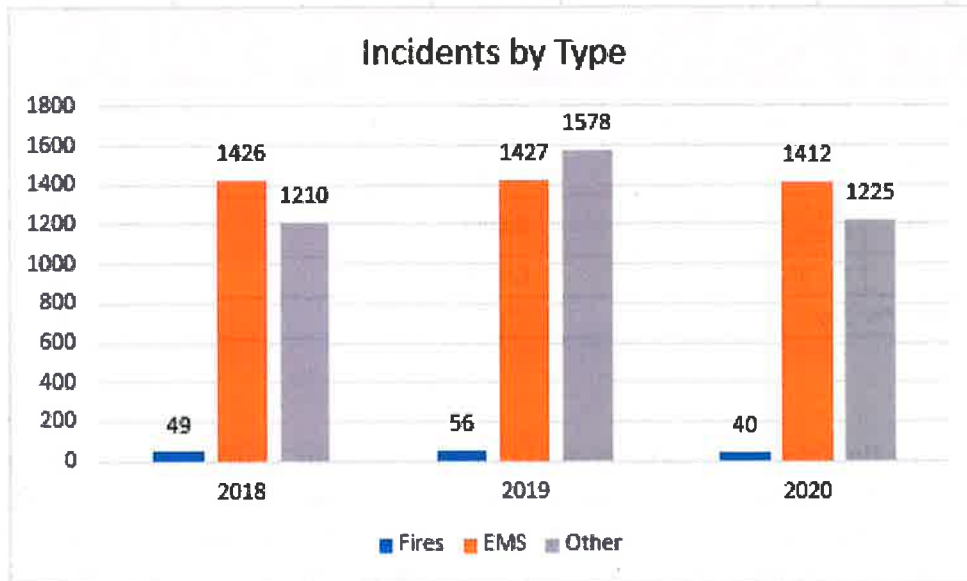


Table 5—Service Demand by Hour of the Day

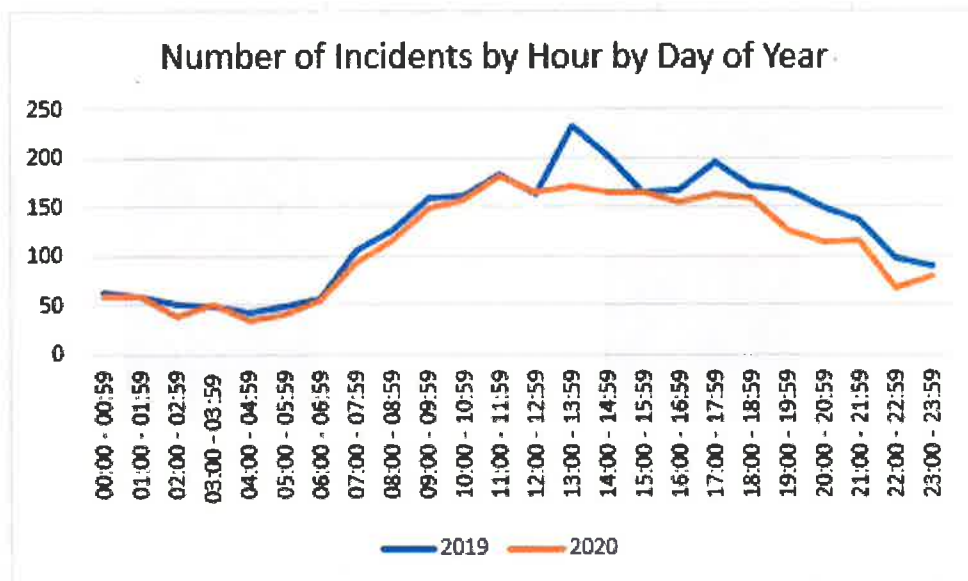


Table 6 - Number of incidents per Station

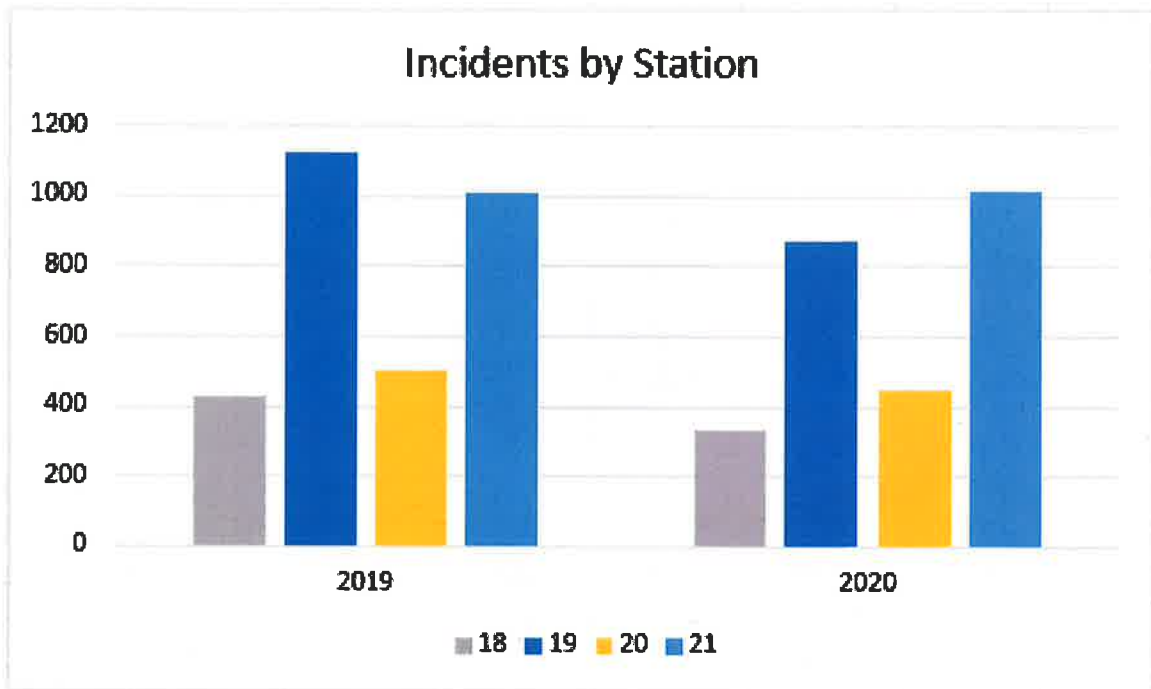


Table 7- Unit Hour Utilization

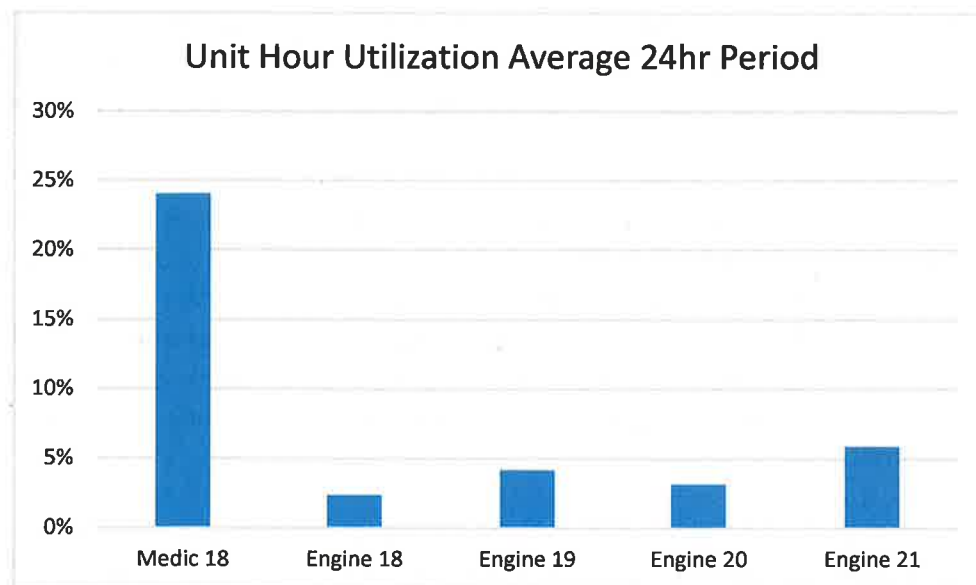


Table 8– Simultaneous Incident Data Engine 18 & 19

16.1% Code 3 Simultaneous Incidents

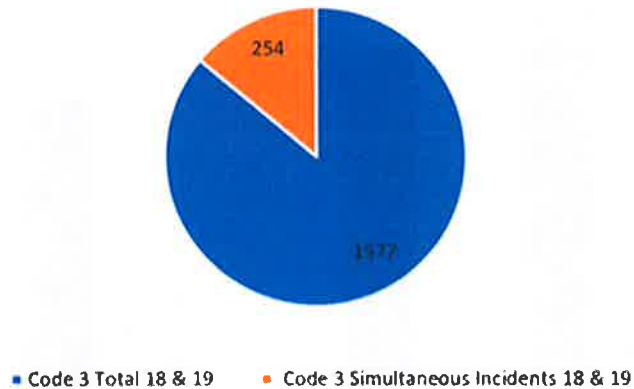


Table 8 illustrates the percentage of time a Code Three call occurs during the same period that either Engine 19 in San Anselmo or Engine 18 in Ross are simultaneously committed on Code Three incidents. This data is being presented to help you understand impacts of options 2-4

In 2019, 60% of all calls were Code Three; in 2020, 65% of all calls were Code Three. A Code Three call is a type of call necessitating an emergency response where time is of the essence and includes cardiac arrests and other critical medical emergencies, vehicle accidents with injuries, any type of fire, gas leaks, and other calls of an emergency nature.

If we were to reduce the number of engines from four to three, the number for simultaneous incident impacts would be less as you move West through RVFD, impacting Station 20 in Sleepy Hollow and Station 21 in Fairfax less. The number of simultaneous incidents is unpredictable and volatile. In a department this size, it is infrequent that greater than two incidents occur concurrently.

As such, the RVFD will be required to be more dynamic in the deployment of its resources if only three engines versus the current four engines are deployable. The RVFD would be more reliant on move-up-and-cover responses and mutual aid from neighboring agencies, including from Marin County Fire (Woodacre), San Rafael Fire, and Kentfield Fire. Move-up-and-covers for multiple incidents is common practice within Marin County. At this time, Staff does not feel these responses would be considered more demanding than customary mutual/automatic aid under the existing mutual aid agreements.

Marin County has a robust [mutual aid plan](#), adopted and regularly used by all agencies across the County. No single agency has the capacity to handle large and emerging incidents or multiple calls for service occurring simultaneously. The mutual aid plan allows for the immediate dispatch of allied agencies resources, ensuring no delay in coverage or response. This includes engines moving up to

cover areas within the County that are depleted. Pre-arranged and agreed upon draw down levels trigger automatic move ups, ensuring no single area is ever critically depleted.

Table 9– Costs for Services

Agency	Population	FY22 JPA Contribution	Total Assessed Property Value
Ross	2,415	\$2,183,012	\$2,351,754,802
San Anselmo	12,336	\$3,785,941	\$3,860,494,042
Sleepy Hollow	2,411	\$1,195,660	\$1,044,574,833
Fairfax	7,411	\$2,176,474	\$1,729,444,825

The cost of fire protection services varies greatly across the County, region, and State. There is no set formula or allocation based on population, assessed value, or incident volume. Providing fire services is akin to purchasing fire insurance, costs and service levels vary. The level of fire protection services provided are a local policy decision and communities have the level of fire services that they can afford, which may not always be the level desired.





*Station 20 serves Sleepy Hollow FPD & San Anselmo it is estimated that approx. 80% of responses are within the Town of San Anselmo.

Option 1 – Station 19 Consolidation

Move Engine 18 to Station 19 **(no reduction in engines)**

Operational Considerations:

- Response times in the Ross Station 18 area will increase by approximately 2 minutes with the engine now coming from Station 19 on San Anselmo Ave. for a response to 90% of calls within 09:31 minutes from the current 07:31 minute response times.
- The RVFD simultaneous incident activity impact will not change with this Option, as four engines remain available to serve the RVFD.
- The speed at which additional firefighters arrive at incidents will improve in all areas except the Town of Ross. In addition, by moving the engine and personnel West, other response zones within the RVFD will see an improvement in the time it takes for personnel to arrive and complete critical tasks on the fireground or emergency medical care.
- The Countywide HazMat response unit would need to be relocated from Station 19 to another agency.
- Of the 265 EMS incidents in Ross during 2017 and 2018, Medic 18 (M18) was not available 57 times, or 21% of the time. The next arriving Advanced Life Support (ALS) unit under a proposed plan would be an engine company with an average increased response time of 2 minutes.

Fiscal Impacts:

- The annual RVFD operating costs will stay approximately the same with this Option (no additional costs or savings)
- Any associated capital savings are related to not constructing a new fire station in Ross
- One-time interior improvements to Station 19 needed to accommodate additional personnel.

Labor Impacts:

- This Option has minimal labor impacts, mostly related to facilities that are addressed by interior remodel
- No changes to staffing levels or positions from current staffing
- Labor has expressed concern about
 - Unusual model, especially for Marin County, and challenges with future consolidations or changes.
 - Does not bring other engines to staffing level of three personnel.
 - Concerns regarding Station 19 ability to house two additional personnel

Allied Agency Impacts:

- Kentfield Fire District regularly uses E18 to cover their zone while training or committed on other incidents. RVFD's ability to continue to cover would have to be considered by Kentfield as the response time would be greater.

JPA Impacts:

- Moving from four to three stations requires amending the JPA Agreement, which must be approved by each Member agency.

Policy Considerations for the RVFD Fire Board:

- Service Level changes for RVFD
- Apportionment of capital costs for Station 19 remodel. Ross to cover reasonable costs associated with interior remodel resulting from adding two additional personnel to Station 19. If this Option is chosen, we will move forward with an architect and refined cost estimates.

Option 2 – Shift West/ Adjust Ranks

Eliminate Engine 18, shift personnel West to other stations (One less engine; no reduction in personnel)

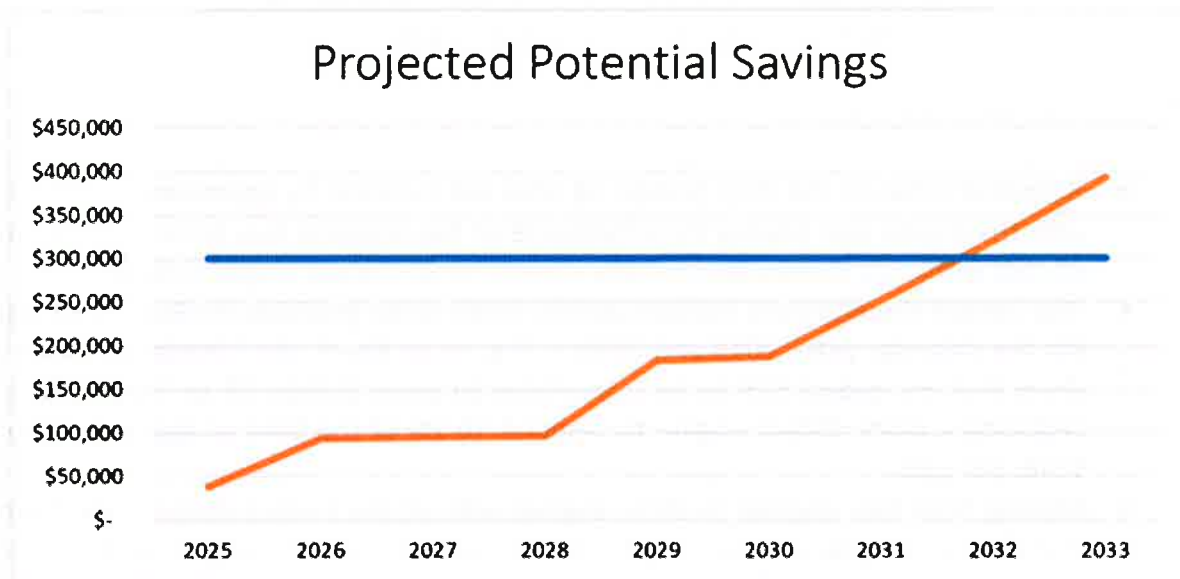
Operational Considerations:

- Response times in the Ross Station 18 area will increase by approximately 2 minutes with the engine now coming from Station 19 on San Anselmo Ave. for a response to 90% of calls within 09:31 minutes from the current 07:31 minute response times.
- The current simultaneous incident activity (code three incidents for Station 18 and 19) for the calendar years 2019 and 2020 is 254, or 16.1% of 1577 incidents. These data show that we expect E19 to be unavailable to serve Station 18 or Station 19 zones requiring a more distant engine to respond 16.1% of the time or approximately 127 times per year.
- Moving from four engines to three engines will require a more dynamic deployment, including moving up and covering from allied agencies when multiple incidents occur.
- The speed at which additional firefighters arrive at incidents will improve in all areas except the Town of Ross. In addition, by moving the personnel West, other response zones within the RVFD will see an improvement in the time it takes for personnel to arrive and complete critical tasks on the fireground or medical care.
- This Option proposes moving three of the six Ross positions to Station 19, raising E19 staffing from two personnel to three and a second engine, either E21 or E20, from two to three personnel. Again, this change positively impacts the speed and number of firefighters that would arrive at an incident improving the multi-unit effective response from San Anselmo West.
- Of the 265 EMS incidents in Ross during 2017 and 2018, M18 (Medic 18) was not available 57 times, or 21% of the time. The next arriving ALS unit under a proposed plan would be an engine company with an average increased response time of 2 minutes.

Fiscal Impacts:

- Option 2 has annual operational cost savings of \$300,000 that are not fully recognized until ten years in the future. These savings include:
 - Reduction in future vehicle replacement funding as RVFD will reduce from four frontline engines to three, for approximately \$40,000 in annual savings.
 - The remainder of the projected savings is recognized through the attrition of three (3) Captains and three (3) Engineer positions. In addition, the proposed changes include the transition to six (6) Firefighter Paramedic positions.

Table 10– Projected Savings – Option 2



- Option 2 has one-time capital provisional cost estimates of \$420,000 for interior remodel of the two stations where staffing would increase in order to meet contemporary sleeping and bathroom needs.

Labor Impacts:

- As directed by the RVFD Board, we have met with Labor and discussed impacts related to each of the four Options. Labor does not feel it would be fair to their membership to impose a more aggressive schedule than attrition to recognize savings for this option. However, they are open to converting the existing three Captains positions, and three Engineer positions to Firefighter Paramedic positions over time versus “y”-rating or a reduction in force process.
- If this Option is selected, ratification of an agreement with the Labor group would be necessary.

Allied Agency Impacts:

- Kentfield Fire District regularly uses E18 to cover their zone while training or committed on other incidents. RVFD’s ability to continue to cover would have to be considered by Kentfield as the response time would be greater.

JPA Impacts:

- Moving from four to three stations and adjusting Member contribution percentage requires amending the JPA Agreement, which must be approved by each Member agency.

Policy Considerations for the RVFD Fire Board:

- Service Level changes for RVFD
- Apportionment of one-time capital costs associated with interior remodels at stations affected by the addition of personnel. Provisional estimates provided previously were \$210,000 per station (total \$420,000). If this Option is chosen, we will move forward with an architect and refined cost estimates.
- Any associated annual operational cost savings in staffing and vehicle replacement (1 less engine) would need to be apportioned. Ross is requesting savings as the savings are realized.
- Staff is recommending that personnel moving West from Station 18 be located at Stations 19 and 21.

Option 3 -Shift West/ Convert Positions

Eliminate Engine 18, move personnel West to other stations
and
convert three of six positions to apprentice level
(One less engine)

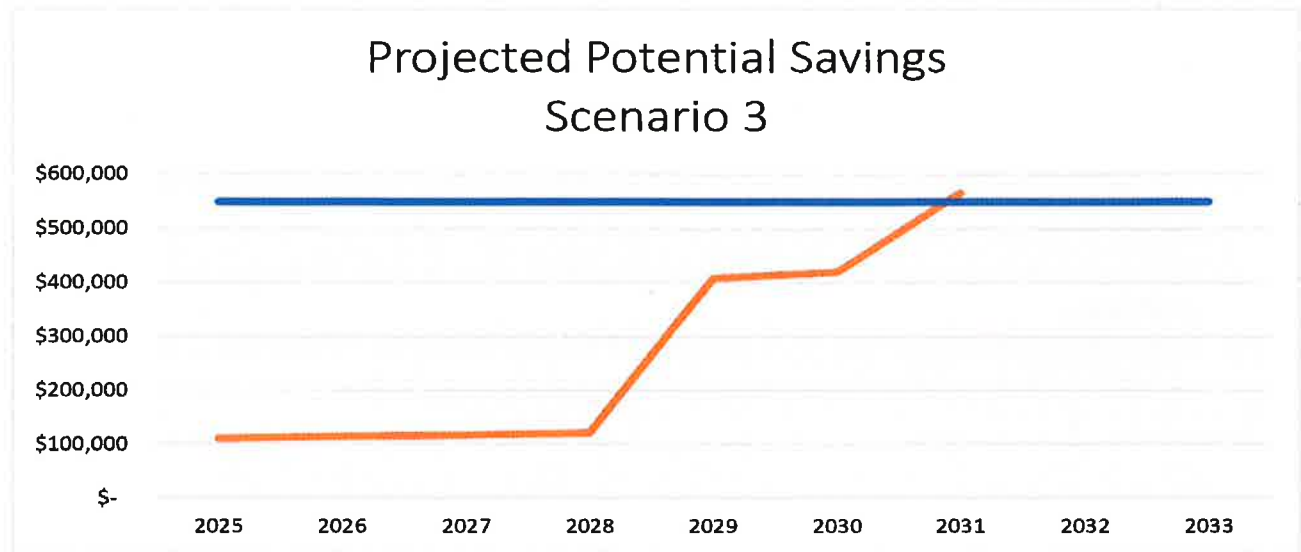
Operational Considerations:

- Response times in the Ross Station 18 area will increase by approximately 2 minutes with the engine now coming from Station 19 on San Anselmo Ave. for a response to 90% of calls within 09:31 minutes from the current 07:31 minute response times.
- The current simultaneous incident activity (Code Three incidents for Station 18 and 19) for the calendar years 2019 and 2020 is 254, or 16.1% of 1577 incidents. These data show that we expect E19 to be unavailable to serve Station 18 or Station 19 zones requiring a more distant engine to respond 16.1% of the time or approximately 127 times in a year.
- Moving from four engines to three engines will require a more dynamic deployment, including moving up and covering from allied agencies when multiple incidents occur.
- The speed at which additional firefighters arrive at incidents will improve in all areas except the Town of Ross. In addition, by moving the personnel West, other response zones within the RVFD will see an improvement in the time it takes for personnel to arrive and complete critical tasks on the fireground or medical care.
- This Option proposes moving three of the six Ross positions to Station 19, raising E19 staffing from two personnel to three and a second engine, either E21 or E20, from two to three personnel. Again, this change positively impacts the speed and number of firefighters that would arrive at an incident improving the multi-unit effective response from San Anselmo West.
- Three of the six positions being moved would be replaced with apprentice-style positions through attrition. However, these positions do not have the same level of training as professional firefighters and will not have paramedic certification.
- Of the 265 EMS incidents in Ross during 2017 and 2018, M18 was not available 57 times, or 21% of the time. The next arriving ALS unit under a proposed plan would be an engine company with an average increased response time of 2 minutes.

Fiscal Impacts:

- Option 3 has annual operational cost savings of \$550,000 that are not fully recognized until 10 years in the future. These savings include:
 - Reduction in vehicle replacement funding as RVFD will reduce from four frontline engines to three.
 - The remainder of the projected savings is recognized through the attrition of three (3) Captains and three Engineer positions. In addition, the proposed changes include

the transition to three firefighter paramedic positions and three apprentice positions.



- Option 3 has one-time capital provisional cost estimates of \$420,000 for interior remodel of the two stations where staffing would increase in order to meet contemporary sleeping and bathroom needs

Labor Impacts:

- At your Board's direction, we have met with Labor and discussed impacts related to each of the four Options. Labor does not support this Option and feels it is a decrease in the level of service and that the apprentice position will be a revolving door with new employees constantly needing training, etc.
- If this Option is selected, ratification of an agreement with the labor group would be necessary.

Allied Agency Impacts:

- Kentfield Fire District regularly uses E18 to cover their zone while training or committed on other incidents. RVFD's ability to continue to cover would have to be considered by Kentfield as the response time would be greater.

JPA Impacts:

- Moving from four to three stations and adjusting Member contribution percentage requires amending the JPA Agreement, which must be approved by each Member agency.

Policy Considerations for the RVFD Fire Board:

- Service Level changes for RVFD
- Apportionment of one-time capital costs associated with interior remodels at stations affected by the addition of personnel. Provisional estimates provided previously were \$210,000 per station (total \$420,000). If this Option is chosen, we will move forward with an architect and refined cost estimates.
- Apportionment of annual operational cost savings (\$550,000 annually) needs to be determined.
- Staff is recommending that personnel moving West from Station 18 be located at Stations 19 and 21
- Transition of three positions from regular full-time professional firefighters to an apprentice-style position would have to be negotiated with Labor.

Option 4 – Shift West/ Add Personnel

Eliminate Engine 18, move Six personnel West to other stations, add three (3) positions, bringing the three remaining engines to three (3) personnel each, (Net gain of three personnel increasing daily staffing from nine to ten personnel; one less engine)

Operational Considerations:

- Response times in the Ross Station 18 area will increase by approximately 2 minutes with the engine now coming from Station 19 on San Anselmo Ave. for a response to 90% of calls within 09:31 minutes from the current 07:31 minute response times.
- The current simultaneous incident activity (code three incidents for Station 18 and 19) for the calendar years 2019 and 2020 is 254, or 16.1% of 1577 incidents. These data show that we expect E19 to be unavailable to serve Station 18 or Station 19 zones requiring a more distant engine to respond 16.1% of the time, or approximately 127 times per year.
- The speed at which additional firefighters arrive at incidents will improve in all areas except the Town of Ross. In addition, by moving the engine and personnel West, other response zones within the RVFD will see an improvement in the time it takes for personnel to arrive and complete critical tasks on the fireground or medical care.
- All zones will benefit from adding one firefighter per shift, increasing daily minimum staffing from nine to ten.
- All three remaining engine companies would be staffed with paramedics providing ALS
- Of the 265 EMS incidents in Ross during 2017 and 2018, M18 was not available 57 times, or 21% of the time. The next arriving ALS unit under a proposed plan would be an engine company with an average increased response time of 2 minutes.

Fiscal Impacts:

- Option 4 has immediate operational cost increases, and any associated savings with attrition of the Captain and Engineer positions would not be fully recognized for ten years in the future.
- Cost savings related to lower vehicle replacement will be recognized early (\$40,000 annually)
- The cost of the additional three positions in Year One is \$600,000, with annual increases expected.
- Option 4 has one-time capital provisional cost estimates of \$630,000 for interior remodel of the three stations where staffing would increase in order to meet contemporary sleeping and bathroom needs.

Labor Impacts:

- Of the four presented Options, Labor is most supportive of this Option.
- Staff has advised Labor that this Option or any associated option of adding additional personnel will need some level of cost-sharing with Labor that would need to be negotiated.
- If this Option is selected, ratification of an agreement with the labor group would be necessary.

Allied Agency Impacts:

- Kentfield Fire District regularly uses E18 to cover their zone while training or committed on other incidents. RVFD's ability to continue to cover would have to be considered by Kentfield as the response time would be greater.

JPA Impacts:

- Moving from four to three stations and adjusting Member contribution percentage requires amending the JPA Agreement, which must be approved by each Member agency.

Policy Considerations for the RVFD Fire Board:

- Service Level changes for RVFD
- Apportionment of one-time capital costs associated with interior remodels at stations affected by the addition of personnel. Provisional estimates provided previously were \$210,000 per station (total \$630,000). If this option is chosen, we will move forward with an architect and refined cost estimates.
- Any associated annual operational cost savings in staffing and vehicle replacement (1 less engine) would need to be apportioned. Ross is requesting savings as the savings are realized.
- Apportionment of annual operational cost increases (\$600,000 annually) needs to be determined.

Summary:

The RVFD Board and RVFD JPA Members are being asked to consider and, ideally, reach a consensus on one of the four Options presented to you. The Options provided all come with trade-offs that have impacts on each community served. It is essential to consider as a Fire Board member that services provided to each community are mutually dependent on each other as a collective system vs. a single engine company or individual communities.

All Options will require amendments to the [Ross Valley Fire Department Joint Powers Agreement](#) (JPA); language in the JPA details the mechanisms to carry out changes. Any proposed changes including service levels or member contributions would need to be ratified.

Staff strongly feels that keeping the JPA intact is of utmost importance moving forward. As discussed, several times in this Report, each community is mutually reliant on other Members of

the RVFD JPA to provide adequate services to their community. No single agency could provide adequate fire services on its own.

If the inability to achieve consensus leads to a withdrawal from the JPA by any Member agency, the near-term adverse financial and operational consequences would be likely for the withdrawing and remaining Members. Such financial and operational consequences include expenses related to implementing a withdrawal, liability for unpaid costs and debts, and the costs of re-establishing the ability to provide fire protection to each Member's jurisdiction. (See JPA Agreement, Section 13.4)

Next Steps:

Managers have asked that each Town Council be briefed separately from this presentation and before the next RVFD Board meeting in November.

This matter is scheduled for the November Fire Board meeting providing policy direction to inform the Town of Ross, of the Fire Board's position related to the four Options presented.

Fiscal Impact:

This Staff Report outlines potential fiscal impacts associated with the four Options presented. The receipt of this Staff Report does not have any associated fiscal impact.

The presentation to the RVFD Board at their October meeting can be found at this link below, utilizing the password provided. Staff encourages Council and community members to watch the video prior to the Town Council meeting on November 4th.

https://us06web.zoom.us/rec/share/a1sOro-m6ZMz0mNefjPjCbz4Gt9fGl4uhh1NxfBKwy2vINozMkDNjC_FRBwuc0D2.8ZDwZgu6HPR81L1v

Access Passcode: h%9*#Jk=

ATTACHMENT 3

**Ross Valley Fire Department Board of Directors
STAFF REPORT**

For the meeting of January 12, 2022

To: Ross Valley Fire Board

From: Jason Weber, Fire Chief

Subject: Review of Proposed Third Amendment to the Amended and Restated Joint Powers Agreement

RECOMMENDATION

Receive Proposed Third Amendment to the Amended and Restated Joint Powers Agreement – Provide direction to staff prior to circulation of the Third Amendment to the Amended and Restated Joint Powers Agreement

BACKGROUND/DISCUSSION

At your December 8, 2021 Staff presented your Board with the proposed JPA changes. Your Board did not have adequate time to digest the changes and requested that Staff return at the January meeting. Staff has not received any proposed changes to what was presented at your December meeting and subsequently is returning to this Board meeting with the no changes to the Third Amendment to the JPA for your consideration.

At your November 10, 2021 Fire Board meeting, your Board reached agreement on a single option related to the Ross Fire Station future. Your Board directed staff to develop a third Amendment to the RVFD Joint Powers Agreement and return with the proposed changes for review prior to circulating with the member agencies for ratification.

Staff worked with the Management Committee and legal counsels from each of the member agencies, including the Ross Valley Fire Department's legal counsel on the attached documents. The amendments to the JPA are based on your Board's action related to the policy considerations that were presented as part of the option highlighted below:

Eliminate Engine 18, shift personnel West to other stations
(One less engine; no reduction in personnel)

Policy Considerations for your Board:

- Staff is recommending savings (estimated to reach \$300k annually) in staffing and vehicle replacement (1 less engine) be attributed to Ross as savings

materialize.

- Staff is recommending one-time capital costs associated with interior remodels at the Fairfax Station 21 be covered by the Town of Fairfax (estimated not to exceed \$210,000)
- Staff is recommending that personnel moving West from Station 18 be located at Stations 19 and 21.
- Staff is recommending the lease agreement with the Ross Valley Paramedic Authority (RVPA) for housing a paramedic ambulance and crew (currently \$32k annually payable to RVFD) be redirected to the Town of Ross after Ross completes the construction of a \$2 mil ambulance quarters with an increase to the lease amount of \$50k annually.
- Staff is recommending implementation date of July 1, 2025 if agreement is reached.
- Staff is recommending Ross would share in Station 19 facility costs under proposed formula of incident activity percentage (currently 27%) for capital repairs and building maintenance.
- Staff is recommending Ross cover reasonable hard costs (RVFD attorney fees) associated with this decision and subsequent amendments to the JPA.
- Staff is recommending Labor items be carried out in the form of a “side letter of agreement” which will be drafted at your direction.
- Staff is recommending the Labor Mgmt. Sub-Committee meet regularly (at least quarterly) to address the remaining engine company staffed with two personnel.

SUMMARY:

Upon your Board’s review of the attached amendments to the JPA the document will be circulated to the member agencies for ratification at their respective future Councils and Board meetings.

FISCAL IMPACT:

The receipt of this Staff Report does not have any associated fiscal impact.

Attachments: Third Amendment to the Amended and Restated JPA – Attachment #1
Side Letter with the Ross Valley Firefighters – Attachment #2