



AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD MEETING

AGENDA

City Hall - Council Chambers
4381 Broadway, Ste. 201, American Canyon

October 22, 2024

6:30 PM

Chair: Leon Garcia
Vice Chair: David Oro
Board Members: Mariam Aboudamous, Mark Joseph, Pierre Washington

American Canyon promotes respectful and responsible behavior among meeting participants, whether they are present in person or remotely. Using offensive language or remarks that promote, foster, or perpetuate discrimination based on race, creed, color, age, religion, gender, marital status, status regarding public assistance, national origin, physical or mental disability or sexual orientation/gender identification, as well as any other category protected by federal, state or local laws will not be tolerated. In the case of an occurrence, the speaker will be immediately disconnected from the microphone.

American Canyon Fire District Board meetings will be conducted at City Hall, 4381 Broadway, Suite 201. This meeting is also available via Zoom Teleconferencing as a convenience for public participation. Should technical issues with Zoom occur, please select another viewing option, such as a live broadcast to residents on Napa Valley TV [here](#) and on YouTube [here](#).

PUBLIC PARTICIPATION

You may submit public comments for any Agenda Item, Non-Agenda Item or make general public comments by one of the following methods:

Written comments, Via eComments: Please submit written comments through the eComments link located on the Meetings & Agendas page of our website [here](#). Comments received before the 3:00 p.m. day-of-meeting cutoff time will be routed to all Board Members at that time. eComments will remain open throughout the meeting, and all comments received will be posted online and become part of the meeting record.

Oral comments, during the meeting: A Zoom Meeting has been established for public participation during the meeting related to a specific agenda item, or matters not on the agenda. To give your public comment via Zoom, connect via the Zoom link below and use the "raise your hand" tool or call into the zoom meeting at 1-669-900-6833. To avoid confusion, all hands raised outside of Public comment periods will be lowered.

Zoom Meeting Link: [Click here](#)

Meeting ID: 864 1431 7949 **Passcode:** 069125

The above-identified measures exceed all legal requirements for participation in public comment,

including those imposed by the Ralph M. Brown Act. For more information, please call the Office of the Fire Executive Assistant at (707) 551-0653 or email [here](#).

AGENDA MATERIALS: Board agenda materials are published 72 hours prior to the meeting and are available to the public via the City’s website at www.cityofamericancanyon.org.

AMERICANS WITH DISABILITIES ACT: The Board of Directors will provide materials in appropriate alternative formats to comply with the Americans with Disabilities Act. Please send a written request to Fire Executive Assistant at 911 Donaldson Way E., American Canyon, CA 94503 or by email [here](#). Include your name, address, phone number and brief description of the requested materials, as well as your preferred alternative format or auxiliary aid, at least three calendar days before the meeting.

5:30 P.M. CLOSED SESSION

- 1. Conference with Legal Counsel - Anticipated Litigation.
Pursuant to Government Code Section 54956.9 (d)(2).
Two Matters.**

PUBLIC ADDRESS-CLOSED SESSION ITEMS

The Chairman will call the meeting to order and conduct role call. The Board of Directors will immediately convene into Closed Session after hearing any public comment on items agendized for Closed Session consideration. At 6:30 p.m. the Board of Directors will reconvene into Open Session and then resume Closed Session at the end of the meeting to address outstanding items, if necessary.

6:30 P.M. OPEN SESSION - REGULAR MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

PROCLAMATIONS AND PRESENTATIONS

None.

PUBLIC COMMENT

This time is reserved for members of the public to address the American Canyon Fire Protection District Board on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the American Canyon Fire Protection District Board. It is recommended that speakers limit their comments to 3 minutes each and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the American Canyon Fire Protection District Board on items on the Agenda should comment via email prior to the start of the meeting. The American Canyon Fire Protection District Board is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the American Canyon Fire

Protection Board does not respond to public comment at this time. Speakers are asked to please speak clearly, and provide their name. Any handouts for distribution to the American Canyon Fire Protection District Board must be emailed by 3:00 p.m. on meeting day.

AGENDA CHANGES

The Chair/Board of Directors may change the order of the Agenda or request discussion of a Consent Item. A member of Public may request discussions of a Consent Item by completing a Speaker's Card and presenting it to the Fire Executive Assistant prior to Public Comment.

CONSENT CALENDAR

2. **Minutes of the Fire District Board Meeting of September 24, 2024.**
Recommendation: Approve the Minutes of the Fire District Board Meeting of September 24, 2024.
3. **Employer's contribution under Public Employees' Medical and Hospital Care Act (PEMHCA) for FY 2024-2025.**
Recommendation: Adopt a Resolution fixing the Employer's contribution under Public Employee's Medical and Hospital Care Act (PEHMCA) for FY2024-2025.
4. **Information Technology Services Agreement between Definitive Networks Inc. (DNI) and American Canyon Fire Protection District.**
Recommendation: Consider approval of a Resolution authorizing the Fire Chief to execute an agreement between the American Canyon Fire Protection District ("District") and Definitive Networks, Inc. ("DNI") for Information Technology ("IT") services.

PUBLIC HEARINGS

None.

BUSINESS

5. **OTS Grant**
Recommendation: Consider adopting Resolution 2024-31 authorizing the Fire Chief to accept a grant award in the amount of \$73,569 from the California Office of Traffic Safety for airbags and struts, used for extrication and stabilization.
6. **Air Ambulance Agreement between American Canyon Fire Protection District and REACH Air Medical Services, LLC.**
Recommendation: Adopt a Resolution approving the Air Ambulance Agreement between American Canyon Fire Protection District and REACH Air Medical Services, LLC.

FIRE CHIEF ORAL REPORT

CHAIR/BOARD COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

The Chair and Board of Directors may comment on matters of public concern and announce matters of public interest; no collective Board action will be taken.

ADJOURNMENT

CERTIFICATION

I, Geoff Belyea, District Fire Chief, do hereby declare that the foregoing Agenda of the American Canyon Fire District Board was posted in compliance with the Brown Act prior to the meeting date.

Geoff Belyea, Fire District Chief

American Canyon Fire Protection District
Board Meeting
ACTION MINUTES

September 24, 2024

6:30 P.M. OPEN SESSION

CALL TO ORDER

Chair Garcia called the Meeting to Order at 6:02 p.m.

PLEDGE OF ALLEGIANCE

Chair Garcia led the Pledge of Allegiance

ROLL CALL

Present: Board Members Mark Joseph, Pierre Washington, Vice-Chair Oro, and Chair Leon Garcia

Excused Absence: Board Member Mariam Aboudamous

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

None

PROCLAMATIONS AND PRESENTATIONS

1. CERT Month Proclamation

Chair Garcia announced the proclamation. It was received by Powell Helems.

2. Fire Prevention Proclamation

Chair Garcia announced the proclamation. It was received by Battalion Chief Kenny Diede.

3. Sudden Cardiac Awareness Month Proclamation

Chair Garcia announced the proclamation. It was received by Firefighter Preston Quick and the On-Duty Firefighters.

PUBLIC COMMENT

Chair Garcia called for public comments. Written comments: none. Oral Comments: Beth Marcus. The public comment period was closed.

AGENDA CHANGES

None

CONSENT CALENDAR

Action: Motion to approve CONSENT CALENDAR made by Board Member Mark Joseph, seconded by Board Member Pierre Washington, and CARRIED by roll call vote.

Ayes: Board Members Mark Joseph, Pierre Washington, Vice-Chair Oro, and Chair Leon Garcia

Nays: None

Abstain: None

Excused: Board Member Mariam Aboudamous

4. **Report Upon Return from Closed Session of August 27, 2024.**
Action: Approved the Report Upon Return from Closed Session for August 27, 2024.
5. **Minutes of Fire District Board Meeting of August 27, 2024.**
Action: Approved the Minutes of the Fire District Board Meeting of August 27, 2024.
6. **Policies and Procedures.**
Action: Adopted Resolution No. 2024-27 approving proposed Policies and Procedures for the American Canyon Fire Protection District: Line-of-Duty and Injury Notification, Line-of Duty-Deaths, Line-of Duty-Death Investigations, Family Support Liaison, and Funerals.
7. **Revised Salary Schedule and Educational Incentives for the Battalion Chief Position.**
Action: Adopted Resolution No. 2024-28 Approving the revised salary schedule and educational incentives for the Battalion Chief Position.
8. **Approve Excused Absence for Board Member Aboudamous.**
Action: Adopted a Minute Order approving excused absence for Board Member Aboudamous from May 28, 2024 to November 12, 2024, and authorizing the regular compensation due to Board Member Aboudamous for the Fire District Board meetings during this time period.

PUBLIC HEARINGS

9. **Final Operating and Capital Budgets for the American Canyon Fire Protection District for the Fiscal Year 2024-25.**

Financial Consultant Ken Campo presented the Final Operating and Capital Budgets.

Chair Garcia called for public comments. Written comments: none. Oral Comments: None The public comment period was closed.

Action: Motion to adopt Resolution 2024-29 made by Vice-Chair David Oro, seconded by Board Member Mark Joseph, and CARRIED by roll call vote.

Ayes: Board Members Mark Joseph, Board Member Pierre Washington, Vice-Chair David Oro, and Chair Leon Garcia

Nays: None

Abstain: None

Excused: Board Member Mariam Aboudamous and Vice-Chair David Oro

10. **Public Hearing on the Formation of the American Canyon Fire Protection District Community Facilities District No.1 (Giovannoni Logistics Park), Napa County, California.**

Chief Belyea announced that, at the request of the landowner, the Public Hearing will be postponed to a later, yet-to-be-determined date, due to unresolved issues.

Chair Garcia called for public comments. Written comments: none. Oral Comments: None The public comment period was closed.

Action: Motion to continue the Public Hearing to a yet-to-be determined date made by Board Member Mark Joseph seconded by Board Member Washington, and CARRIED by roll call vote.

Ayes: Board Members Mark Joseph, Board Member Pierre Washington, Vice-Chair Oro, and Chair Leon Garcia

Nays: None

Abstain: None

Excused: Board Member Mariam Aboudamous and Vice-Chair David Oro

BUSINESS

None

FIRE CHIEF ORAL REPORT

Chief Belyea provided the following report:

Public Education Events:

- **Open House:** The Fire District's Open House is scheduled for Saturday, October 5th. Chief Belyea invited the Board Members and community members to attend.
 - The first hour, starting at 10:00 AM, will be a "quiet hour," designed for individuals sensitive to light and sound.
 - Firefighter demonstrations will offer insights into the daily tasks and responsibilities of firefighters.

Municipal Service Review:

- Chief Belyea, along with Chief Curren from Napa City Fire, met with the LAFCO Executive Director two weeks ago.
 - The meeting focused on the Municipal Service Review (MSR) being conducted by LAFCO on Fire and EMS services.
 - The MSR is progressing, and both chiefs are eager to learn the outcome.

Training:

- **Joint Training with the City of American Canyon Park and Rec Department:**
 - Firefighters conducted training exercises using an inflatable boat in the pool. This partnership allowed the firefighters to practice various rescue techniques in a static water environment.
- **Structure Training with Vallejo Fire:**
 - The District participated in destructive training exercises with Vallejo Fire on a structure scheduled for demolition.
 - Firefighters were able to practice essential skills, including cutting holes in the roof, breaching walls, and disentangling.

- **Tablet Command:**

- The District is implementing Tablet Command, a countywide, tablet-based command and control program.
 - The program allows users to view detailed notes from 911 calls, see fire department resources in real-time, and manage incidents by assigning resources with a drag-and-drop function.
 - Battalion Chiefs also participated in the training.

CHAIR/BOARD COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

Board Member Joseph announced that this Friday and Saturday, September 27th and 28th, the Kiwanis Club of American Canyon and Napa will be coming together to install new play equipment at the Boys and Girls Club. He extended an invitation to anyone willing to lend a hand, with work starting at 9:00 AM on both days.

Looking ahead, mark your calendars for the 4th Annual Pumpkin Path at Wetlands Edge on October 5th! The Art Foundation will have pumpkins available for painting, the 4H Foundation will be selling pumpkins, and the Park Foundation will be there with their trailer and offering coffee.

In addition, Holy Family Church will be serving their famous "Manila Munchies" on October 5th from 3:00 to 5:00 PM.

ADJOURNMENT

Meeting was adjourned at 7:29 p.m.

CERTIFICATION

Geoff Belyea,
District Fire Chief/District Clerk



TITLE

Employer's contribution under Public Employees' Medical and Hospital Care Act (PEMHCA) for FY 2024-2025.

RECOMMENDATION

Adopt a Resolution fixing the Employer's contribution under Public Employee's Medical and Hospital Care Act (PEMHCA) for FY2024-2025.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The District provides employee health benefits pursuant to the PEMHCA program, which is administered by CalPERS. Public agencies contract with CalPERS by filing a resolution with the Board electing to be subject to PEMHCA. This action signifies the contracting agency's agreement to comply with the terms, conditions, and definitions of PEMHCA, including:

- Coverage of annuitants (retirees);
- An equal contribution for active employees and annuitants.
- An administrative fee of up to 2 percent of total premium; and
- The collection of the employees' share of health plan premiums.

Since a key PEMHCA provision is the equal contribution for annuitants and active employees, the employer is required to annually establish the exact dollar amount of the health care benefit approved by the Board via a resolution using the format designated by CalPERS.

As per Article 17, Health and Welfare, of the MOU labor agreement, the District's monthly contributions toward the premium cost of health insurance for employees, their spouses, and minor children have been subject to specific calculations outlined in the MOU. According to the MOU, the contribution amount is determined based on 95% of the CalPERS 2025 Health Premium- Region 1 Kaiser rates at each benefit level (Single, Two-Party, Family), but in no event will the District monthly contribution towards the monthly premium cost exceed 110% of the 2024 District monthly contribution amounts, i.e. Single \$1,050.35; Two-Party \$2,100.69; Family \$2,730.90.

Due to the Kaiser Health premium increases, the District monthly contributions for 2025 will exceed the 110% limit established in the MOU. Therefore, the updated contribution amounts, as stated in the MOU are:

- Single: \$1,050.35
- Two-Party: \$2,100.69
- Family: \$2,730.88

Additionally, for the "Miscellaneous Medical Group," the District's monthly contribution toward health insurance premiums is set at 90% of the 2025 CalPERS Health Premiums for Kaiser Permanente Region 1 (Single, Two-Party, Family). The employer contribution rates for 2025 for this group, based on 90% of the Kaiser Bay Area Region 1 rates, are:

- Single: \$1,001.61
- Two-Party: \$2,003.22
- Family: \$2,604.19

FISCAL IMPACT

The District's contribution toward the premium cost of health insurance is within the amount budgeted for Fiscal Year 2024-2025. There is no additional fiscal impact.

BOARD PRIORITY PROGRAMS AND PROJECTS

Public Safety: "Ensure American Canyon remains a safe community"

ENVIRONMENTAL REVIEW

None.

ATTACHMENTS:

- [1. Resolution 2024-29](#)
- [2. 2025 Health Care Rates](#)
- [3. CalPERS Health-Rates-Region-1-2025.pdf](#)

**Please staple on top of your health resolution(s) or cover letter.
This will ensure that the CalPERS mailroom expedites delivery to our office.
Mail packet to either:**

Overnight Mail Service

California Public Employees' Retirement System
Health Resolutions & Compliance Services, HAMD
400 Q Street
Sacramento, CA 95811

Regular Mail

California Public Employees' Retirement System
Health Resolutions & Compliance Services, HAMD
PO BOX 942714
Sacramento, CA 94229-2714

HEALTH RESOLUTION

CalPERS ID #	4693302718
Agency Name	American Canyon Fire Protection District
Desired Effective Date	January 1, 2025

RESOLUTION NO. 2024-29
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

WHEREAS, (1) American Canyon Fire Protection District is a contracting agency under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act (the “Act”); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health Contribution		
	Self	Self+1	Self+ Family
001 Safety	\$1,050.35	\$2,100.69	\$2,730.88
002 Miscellaneous	\$1,001.61	\$2,003.22	\$2,604.19

plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) American Canyon Fire Protection District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of American Canyon Fire Protection District shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that American Canyon Fire Protection District would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and

direct, Position Title or Name of Person to file with the Board a verified copy of this resolution, and to perform on behalf of American Canyon Fire Protection District all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on January 1, 2025.

Adopted at a Regular meeting of the American Canyon Fire Protection Board of Directors at American Canyon, this 22nd day of October, 2025.

Signed: _____
Leon Garcia, Chair of the Board

Attest: _____
Geoff Belyea, District Chief/District Clerk

Attachment 2

2025 Health Care Rates

Kaiser Rates	Self	Self+1	Self+ Family
	\$ 1,112.90	\$ 2,225.80	\$ 2,893.54

Medical Group	Monthly Employer Health Contribution		
	Self	Self+1	Self+ Family
001 Safety	\$ 1,050.35	\$ 2,100.69	\$ 2,730.88
002 Miscellaneous	\$ 1,001.61	\$ 2,003.22	\$2,604.19

CalPERS 2025 Regional Health Premiums (Actives and Annuitants)

Effective Date: January 1, 2025

Region 1*
 Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, Yuba

Basic Monthly Premiums (B)												
Plan	Subscriber	Plan Code	Party Code	Party Rate	Subscriber & 1 Dependent	Plan Code	Party Code	Party Rate	Subscriber & 2+ Dependents	Plan Code	Party Code	Party Rate
Anthem Blue Cross Select HMO	\$1,256.65	506	1	1	\$2,513.30	506	2	2	\$3,267.29	506	3	3
Anthem Blue Cross Traditional HMO	\$1,500.40	509	1	1	\$3,000.80	509	2	2	\$3,901.04	509	3	3
Blue Shield Access+ HMO	\$1,170.17	525	1	1	\$2,340.34	525	2	2	\$3,042.44	525	3	3
Blue Shield Access+ EPO	\$1,170.17	524	1	1	\$2,340.34	524	2	2	\$3,042.44	524	3	3
Blue Shield Trio HMO	\$1,134.79	451	1	1	\$2,269.58	451	2	2	\$2,950.45	451	3	3
Kaiser Permanente	\$1,112.90	533	1	1	\$2,225.80	533	2	2	\$2,893.54	533	3	3
Peace Officers Research Assoc of CA	\$975.00	592	1	1	\$2,218.00	592	2	2	\$2,777.00	592	3	3
PERS Gold	\$1,013.70	648	1	1	\$2,027.40	648	2	2	\$2,635.62	648	3	3
PERS Platinum	\$1,476.10	657	1	1	\$2,952.20	657	2	2	\$3,837.86	657	3	3
UnitedHealthcare SignatureValue Alliance	\$1,184.58	576	1	1	\$2,369.16	576	2	2	\$3,079.91	576	3	3
UnitedHealthcare SignatureValue Harmony	\$1,005.02	495	1	1	\$2,010.04	495	2	2	\$2,613.05	495	3	3
Western Health Advantage HMO	\$914.27	591	1	1	\$1,828.54	591	2	2	\$2,377.10	591	3	3

Supplement/Managed Medicare Monthly Premiums (M)												
Plan	Subscriber	Plan Code	Party Code	Party Rate	Subscriber & 1 Dependent	Plan Code	Party Code	Party Rate	Subscriber & 2+ Dependents	Plan Code	Party Code	Party Rate
Anthem Medicare Preferred PPO	\$487.56	515	1	4	\$975.12	515	2	5	\$1,462.68	515	3	6
Anthem Medicare Preferred PPO with Dental/Vision ¹	\$487.56	512	1	4	\$975.12	512	2	5	\$1,462.68	512	3	6
Anthem Medicare Preferred PPO	\$487.56	455	1	4	\$975.12	455	2	5	\$1,462.68	455	3	6
Anthem Medicare Preferred PPO with Dental/Vision ¹	\$487.56	459	1	4	\$975.12	459	2	5	\$1,462.68	459	3	6
Blue Shield Medicare PPO	\$448.28	011	1	4	\$896.56	011	2	5	\$1,344.84	011	3	6
Blue Shield Medicare PPO with Dental/Vision ²	\$448.28	016	1	4	\$896.56	016	2	5	\$1,344.84	016	3	6
Kaiser Permanente Senior Advantage	\$343.08	536	1	4	\$686.16	536	2	5	\$1,029.24	536	3	6
Kaiser Permanente Senior Advantage with Dental ³	\$343.08	542	1	4	\$686.16	542	2	5	\$1,029.24	542	3	6
Kaiser Permanente Senior Advantage Summit	\$408.31	630	1	4	\$816.62	630	2	5	\$1,224.93	630	3	6
Kaiser Permanente Senior Advantage Summit with Dental ³	\$408.31	636	1	4	\$816.62	636	2	5	\$1,224.93	636	3	6
Peace Officers Research Assoc of CA Medicare Supplement	\$507.00	595	1	4	\$1,123.00	595	2	5	\$1,521.00	595	3	6
PERS Gold Medicare Supplement	\$546.13	651	1	4	\$1,092.26	651	2	5	\$1,638.39	651	3	6
PERS Platinum Medicare Supplement	\$584.70	661	1	4	\$1,169.40	661	2	5	\$1,754.10	661	3	6
UnitedHealthcare Group Medicare Advantage PPO	\$442.25	579	1	4	\$884.50	579	2	5	\$1,326.75	579	3	6
UnitedHealthcare Group Medicare Advantage PPO with Dental/Vision ⁴	\$442.25	585	1	4	\$884.50	585	2	5	\$1,326.75	585	3	6

*For health plan availability by county, please refer to the 2025 Health Benefit Summary or myCalPERS.

¹Dental and Vision coverage is an additional \$38.00 per member per month premium. You will be billed directly for this amount.

²Dental and Vision coverage is an additional \$39.14 per member per month premium. You will be billed directly for this amount.

³Dental benefit is an additional \$15.97 per member per month premium. You will be billed directly for this amount.

⁴Dental and Vision coverage is an additional \$29.54 per member per month premium. You will be billed directly for this amount.



TITLE

Information Technology Services Agreement between Definitive Networks Inc. (DNI) and American Canyon Fire Protection District.

RECOMMENDATION

Consider approval of a Resolution authorizing the Fire Chief to execute an agreement between the American Canyon Fire Protection District (“District”) and Definitive Networks, Inc. (“DNI”) for Information Technology (“IT”) services.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The American Canyon Fire Protection District requires a comprehensive IT services agreement to manage its IT infrastructure, including network connectivity, cloud services, data security, and telecommunication systems. Since 2018, DNI has been providing IT services to the District. Prior to this date, the District received IT services under an agreement with the City of American Canyon. The partnership with DNI has allowed for a streamlined approach to managing IT needs, ensuring the District’s technology systems are secure and operationally effective.

The proposed agreement is a three-year contract, providing continuity and stability for the District’s IT infrastructure and services.

Details of IT Infrastructure and Services

The agreement covers the following IT services and equipment across Station 11, Station 211, and the Primary Datacenter which include the following:

- Access Points (AP)
- Firewalls (Fortinet)
- Network Switches (Fortinet)
- Cloud Hosted Servers & Licensing
- Cloud Services
- IT Services
- Telecommunications

- Contingency

FISCAL IMPACT

The costs associated with the IT Services Agreement with DNI have been included and accounted for in the District's current fiscal year budget.

BOARD PRIORITY PROGRAMS AND PROJECTS

Public Safety: "Ensure American Canyon remains a safe community"

ENVIRONMENTAL REVIEW

None.

ATTACHMENTS:

1. [RESOLUTION 2024-30_DNI](#)
2. [IT Services American Canyon Fire Budget](#)
3. [2024 DNI Service Agreement](#)

RESOLUTION 2024-30

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT (“DISTRICT”), AUTHORIZING THE FIRE CHIEF TO EXECUTE AN AGREEMENT WITH DEFINITIVE NETWORKS (“DNI”) FOR INFORMATION TECHNOLOGY SERVICES (“IT”)

WHEREAS, the American Canyon Fire District (“District”) has identified the need for professional IT services to manage and maintain its IT infrastructure, including network security, cloud services, and telecommunications; and

WHEREAS, since 2018, Definitive Networks Inc. (DNI) has been providing IT services to the District, ensuring efficient and secure technology operations, and prior to this, the District received IT services under an agreement with the City of American Canyon; and

WHEREAS, the District has negotiated a new three-year agreement with DNI to continue providing these essential IT services, ensuring continuity and stability in maintaining the District’s technology systems; and

WHEREAS, the Board of Directors finds it in the best interest of the District to enter into this agreement with DNI to maintain the highest levels of service, security, and operational efficiency.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the American Canyon Fire Protection District authorizes the Fire Chief to execute and Agreement for Information Technology Services between the District and DNI.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the Board of Directors of the American Canyon Fire Protection District held on this day 22nd day of October, 2024 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia
Chairman, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Geoff Belyea
Fire Chief/District Clerk

William D. Ross
District Counsel
American Canyon Fire Protection District

EXHIBIT B-1

Budget Summary

FY 24-25

FY 25-26

FY 26-27

<i>Fire</i>	<i>Budget</i>
Teams Phones	\$ -
Access Points	\$ 680.40
Firewalls	\$ 7,560.24
Switches	\$ 1,696.92
Cloud Servers	\$ 17,337.84
Cloud Services	\$ 27,664.80
IT Services	\$ 18,900.00
Telecommunications	\$ 12,720.00
Contingency	\$ 3,000.00
Total Budget	\$ 89,560.20

<i>Fire</i>	<i>Budget</i>
Teams Phones	\$ 1,363.20
Access Points	\$ 680.40
Firewalls	\$ 7,560.24
Switches	\$ 1,696.92
Cloud Servers	\$ 17,337.84
Cloud Services	\$ 30,798.00
IT Services	\$ 19,845.00
Telecommunications	\$ 12,720.00
Contingency	\$ 3,000.00
Total Budget	\$ 95,001.60

<i>Fire</i>	<i>Budget</i>
Teams Phones	\$ 1,363.20
Access Points	\$ 680.40
Firewalls	\$ 7,560.24
Switches	\$ 1,696.92
Cloud Servers	\$ 17,337.84
Cloud Services	\$ 30,798.00
IT Services	\$ 20,837.25
Telecommunications	\$ 12,720.00
Contingency	\$ 3,000.00
Total Budget	\$ 95,993.85

FIRE \$ 89,560.20

Fire \$ 95,001.60

Fire \$ 95,993.85

Fire

FY 24-25

VOIP Handset

	Qty	Amount
Station 11 - AudioCodes C455HD		\$ -
Station 211		\$ -

Access Point -Fortinet

Station 11 - AP231F	3	\$ 482.40
Station 211 - AP221E	2	\$ 198.00

Firewall - Fortinet

Station 11 - FG60E (High Availability)	2	\$ 1,750.08
Station 211 - FG60E	1	\$ 875.04
Primary Datacenter - VM02 (High Availability)	2	\$ 4,935.12

Network Switch - Fortinet

Station 11 - 248E FPOE	1	\$ 1,292.76
Station 211 - 124E POE	1	\$ 404.16

Cloud Hosted Servers & Licensing

Domain Controller - Primary & Secondary	2	\$ 2,927.28
Microsoft Entra Connect - Primary & Secondary	2	\$ 2,927.28
File Server	1	\$ 4,055.64
Fire RMS Server (SQL)	1	\$ 5,964.00
Duo Proxy	1	\$ 1,463.64

Cloud Services

Secure Remote Conrol (Per Device)	2	\$ 229.92
VPN Client (Per User)	5	\$ 1,200.00
Office 365 Business Premium (Per User)	32	\$ 8,448.00
Office 365 Email & Collaboration Security	32	\$ 2,880.00
Microsoft Teams Phone Standard (Per User)	0	\$ -
Microsoft Teams Shared Device License (Per Common Station Phone)	0	\$ -
Microsoft Teams Room Pro (Per Conference Room)	0	\$ -
MDR For Office 365 (Per User)	32	\$ 2,304.00
Office 365 Backup (Per MS User)	32	\$ 1,536.00
Endpoint Protection (Per Device)	31	\$ 4,092.00
Server\VPN Multi Factor Authentication (Per User)	5	\$ 540.00
Remote Monitoring/Management (Per Device)	31	\$ 1,116.00
Advanced System Monitoring & Logging	12	\$ 1,584.00
Application Whitelisting (Per Device)	31	\$ 1,302.00
DNS/IP Filtering (Per Device)	31	\$ 1,041.60
Threat Hunting (Per Device)	31	\$ 1,391.28

Telecommunications

Station 11 (AT&T Fiber)	1	\$ 9,480.00
Station 211 - Comcast	1	\$ 3,240.00

IT Services

End User, System, Installation, Update, Emergency, Etc. Support	1	\$ 18,900.00
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Contingency

Additional users/resources	1	\$ 3,000.00
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\$ 89,560.20

FY 25-26

VOIP Handset and Services

	Qty	Amount
Station 11 - AudioCodes C455HD	8	\$ 1,363.20
Station 211		

Access Point -Fortinet

Station 11 - AP231F	3	\$ 482.40
Station 211 - AP221E	2	\$ 198.00

Firewall - Fortinet

Station 11 - FG60E (High Availability)	2	\$ 1,750.08
Station 211 - FG60E	1	\$ 875.04
Primary Datacenter - VM02 (High Availability)	2	\$ 4,935.12

Network Switch - Fortinet

Station 11 - 248E FPOE	1	\$ 1,292.76
Station 211 - 124E POE	1	\$ 404.16

Cloud Hosted Servers & Licensing

Domain Controller - Primary & Secondary	2	\$ 2,927.28
Microsoft Entra Connect - Primary & Secondary	2	\$ 2,927.28
File Server	1	\$ 4,055.64
Fire RMS Server (SQL)	1	\$ 5,964.00
Duo Proxy	1	\$ 1,463.64

Cloud Services

Secure Remote Conrol (Per Device)	2	\$ 229.92
VPN Client (Per User)	5	\$ 1,200.00
Office 365 Business Premium (Per User)	33	\$ 9,583.20
Office 365 Email & Collaboration Security	33	\$ 2,970.00
Microsoft Teams Phone Standard (Per User)	10	\$ 840.00
Microsoft Teams Shared Device License (Per Common Station Phone)	6	\$ 576.00
Microsoft Teams Room Pro (Per Conference Room)	1	\$ 480.00
MDR For Office 365 (Per User)	33	\$ 2,376.00
Office 365 Backup (Per MS User)	33	\$ 1,584.00
Endpoint Protection (Per Device)	31	\$ 4,092.00
Server\VPN Multi Factor Authentication (Per User)	5	\$ 540.00
Remote Monitoring/Management (Per Device)	24	\$ 864.00
Advanced System Monitoring & Logging	12	\$ 1,728.00
Application Whitelisting (Per Device)	31	\$ 1,302.00
DNS/IP Filtering (Per Device)	31	\$ 1,041.60
Threat Hunting (Per Device)	31	\$ 1,391.28

Telecommunications

Station 11 (AT&T Fiber)	1	\$ 9,480.00
Station 211 - Comcast	1	\$ 3,240.00

IT Services

End User, System, Installation, Update, Emergency, Etc. Support	1	\$ 19,845.00
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Contingency

	1	\$ 3,000.00
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\$ 95,001.60

FY 26-27

VOIP Handset and Services

	Qty	Amount
Station 11 - AudioCodes C455HD	8	\$ 1,363.20
Station 211	0	\$ -

Access Point - Fortinet

Station 11 - AP231F	3	\$ 482.40
Station 211 - AP221E	2	\$ 198.00

Firewall - Fortinet

Station 11 - FG60E (High Availability)	2	\$ 1,750.08
Station 211 - FG60E	1	\$ 875.04
Primary Datacenter - VM02 (High Availability)	2	\$ 4,935.12

Network Switch - Fortinet

Station 11 - 248E FPOE	1	\$ 1,292.76
Station 211 - 124E POE	1	\$ 404.16

Cloud Hosted Servers & Licensing

Domain Controller - Primary & Secondary	2	\$ 2,927.28
Microsoft Entra Connect - Primary & Secondary	2	\$ 2,927.28
File Server	1	\$ 4,055.64
Fire RMS Server (SQL)	1	\$ 5,964.00
Duo Proxy	1	\$ 1,463.64

Cloud Services

Secure Remote Control (Per Device)	2	\$ 229.92
VPN Client (Per User)	5	\$ 1,200.00
Office 365 Business Premium (Per User)	33	\$ 9,583.20
Office 365 Email & Collaboration Security	33	\$ 2,970.00
Microsoft Teams Phone Standard (Per User)	10	\$ 840.00
Microsoft Teams Shared Device License (Per Common Station Phone)	6	\$ 576.00
Microsoft Teams Room Pro (Per Conference Room)	1	\$ 480.00
MDR For Office 365 (Per User)	33	\$ 2,376.00
Office 365 Backup (Per MS User)	33	\$ 1,584.00
Endpoint Protection (Per Device)	31	\$ 4,092.00
Server\VPN Multi Factor Authentication (Per User)	5	\$ 540.00
Remote Monitoring/Management (Per Device)	24	\$ 864.00
Advanced System Monitoring & Logging	12	\$ 1,728.00
Application Whitelisting (Per Device)	31	\$ 1,302.00
DNS/IP Filtering (Per Device)	31	\$ 1,041.60
Threat Hunting (Per Device)	31	\$ 1,391.28

Telecommunications

Station 11 (AT&T Fiber)	1	\$ 9,480.00
Station 211 - Comcast	1	\$ 3,240.00

IT Services

End User, System, Installation, Update, Emergency, Etc. Support	1	\$ 20,837.25
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Contingency

	1	\$ 3,000.00
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\$ 95,993.85

AMERICAN CANYON FIRE PROTECTION DISTRICT AGREEMENT NO. C2024-05

**AMERICAN CANYON FIRE PROTECTION DISTRICT
STANDARD AGREEMENT
FOR INDEPENDENT CONTRACTOR SERVICES**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 22nd day of October, 2024, by and between the American Canyon Fire Protection District ("DISTRICT"), a Municipal Corporation and Definitive Networks ("CONTRACTOR"), who agree as follows:

RECITALS

WHEREAS, District desires to have certain services provided as set forth in Exhibit A, attached and incorporated by this reference; and,

WHEREAS, Contractor represents that it is qualified and able to perform services; and,

WHEREAS, Contractor is agreeable to providing the services on the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties agree as follows:

1. **Term of Agreement**: The Term of this Agreement shall extend from October 22, 2024 ("Commencement Date") to October 22, 2027 (the "Termination Date").
2. **Contractors Services**. Contractor shall perform the services describe in Exhibit A ("Scope of Work" and/or "Services") to the full satisfaction of District.
3. **Time of Performance**. Contractor shall perform the Services on or by the Termination Date set forth in Agreement section 1, unless extended in writing by the parties pursuant to the terms of this Agreement.
4. **Compensation**. District agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the Services required by this Agreement the consideration set forth in Exhibit B, attached and incorporated by this reference ("Payment"). District shall pay Contractor in accordance with the schedule of payment set forth in Exhibit B.
5. **Independent Contractor**. Contractor is and shall at all times remain, as to District, a wholly independent contractor. Neither District nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of District.
6. **Assignment**. Contractor shall not assign or attempt to assign any portion of this Agreement without prior written approval by District.

7. **Responsible Principal of Contractor:** The Responsible Principal of the Contractor is David Parnell who shall be the individual responsible for Contractor's obligations under this Agreement and shall service as principal liaison between District and Contractor. Designation of another Responsible Principal by Contractor shall not be made without the prior written consent of District.
8. **Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required to the perform Contractor's services under this Agreement. Contractor shall assign only competent personnel. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons, Contractor shall, immediately upon receiving notice from District of such desire of District, cause the removal of such person or persons.
 - a. **Employment Eligibility.** Contractor shall ensure that all employees of Contractor and any subcontractor retained by Contractor in connection with this Agreement have provided the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986, any amendments thereto and all applicable labor laws in effect at the time of this Agreement. Failure to provide the necessary documentation will result in the termination of the Agreement as required by the Immigration Reform and Control Act of 1986.
9. **Changes to Scope of Work.** District may, by written notice, initiate any change to the Scope of Work. A corresponding equitable change in the Payment of this Agreement will be made for each change ordered as mutually agreed upon by the parties in writing.
10. **Interests of Contractor.** Contractor affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement.
11. **Responsibility of Contractor.** Contractor shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to Contractor or any subcontractor, to the District, its elected and appointed officials, officers, attorneys, agents, and employees and each of them from any and all loss or damage on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of the Contractor or of any subcontractors.
12. **Insurance.** Contractor agrees to have and maintain the policies set forth in Exhibit C entitled "INSURANCE REQUIREMENTS," which is attached and incorporated by this reference. All policies, endorsements, certificates, and/or binders shall be subject to approval by the District as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the District. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

- a. Contractor shall procure and maintain for the duration of this Agreement insurance as set forth in Exhibit C, attached and incorporated by this reference. The cost of such insurance shall be included in the Contractor's bid.
- b. Contractor agrees to maintain in force at all times during the performance of the Scope of Work under this Agreement, workers' compensation insurance as required by law.
- c. Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and District in the same manner and to the same extent as Contractor is bound to District under this Agreement and any other applicable contract documents. Subcontractor further agrees to include these same provisions with any sub-subcontractor. A copy of the Indemnity and Insurance provisions in this Agreement will be furnished to the subcontractor upon request. The General Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and will provide proof of compliance to the District.
- d. Contractor shall require each of its subcontractors to maintain insurance coverage which meets all of the requirements of this Agreement.
- e. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California.
- f. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, District may terminate this Agreement.
- g. At all times during the term of this Agreement, Contractor shall maintain on file with the District a certificate or certificates of the required insurance as set forth in Exhibit C showing that the required insurance policies are in effect in the required amounts.
- h. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of an insurance policy or proceeds available to the named Insured; whichever is greater.

13. **Indemnification**. To the fullest extent permitted by law Contractor shall indemnify, defend and hold harmless District, its elected and appointed officials, officers, attorneys, agents,

employees, volunteers and each of them (“District indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments, damages, loss, expenses, and costs of every nature, including reasonable legal counsels’ fees and costs of litigation (“claims”) arising out of or in connection with Contractor’s performance of its obligations under this Agreement or out of the operations conducted by Contractor or its failure to comply with any of its obligations contained in this Agreement, including the District’s active or passive negligence, except for such loss or damage arising from the active or sole negligence or willful misconduct of the District. In the event the District indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor’s performance of this Agreement, the Contractor shall provide a defense to the District indemnitees, or at the District’s option, reimburse the District indemnitees their costs of defense, including reasonable legal counsels’ fees incurred in defense of such claims.

- a. **General.** This obligation to indemnify and defend District as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this section. By execution of this Agreement, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this section is a material element of consideration. The parties agree that if any part of this Indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification shall be judicially interpreted and rewritten to provide the broadest possible indemnification legally allowed and shall be legally binding upon Contractor.
- b. **Survival.** Contractor and any subcontractor’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- c. **No Limitation by Insurance Obligations.** The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
- d. **Scope.** This Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California.

14. **Termination.**

- a. In addition to any other rights of termination and suspension set forth in this Agreement or at law, either party may terminate this Agreement with or without cause by providing ten (10) days’ notice in writing to the other party.
- b. The District may terminate this Agreement at any time without prior notice in the event that Contractor commits a material breach of the terms of this Agreement.

- c. In the event of termination of this Agreement by District, due to no fault or failure of performance by Contractor, Contractor shall be paid full compensation for all services performed by Contractor, in an amount to be determined as follows: For work done in accordance with the terms and provisions of this Agreement, Contractor shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid to Contractor for the full performance of the Scope of Work under this Agreement.
- d. Upon termination, this Agreement shall become of no further force or effect and all parties shall be discharged from their duties and obligations under this Agreement. Notwithstanding, the provisions of this Agreement concerning retention of records, District's rights to material produced, confidential information, Contractor's responsibility, indemnification, insurance, dispute resolution, litigation, and jurisdiction and severability shall survive termination of this Agreement.

15. **Notice.** All notices that are required either expressly or by implication to be given by one party to the other under this Agreement shall be signed for Contractor by its Responsible Principal and for District by the Fire Chief, or, for either party, by such officer as it may, from time to time, be authorized to so act. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail or overnight express carrier. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as follows:

Contractor shall address notices to:

Geoff Belyea, District Clerk
American Canyon Fire Protection District
911 Donaldson Way East
American Canyon, CA 94503

District shall address notices to:

David Parnell
Chief Operating Officer
Definitive Networks, Inc.
Koll Center Parkway, Suite 220
Pleasanton, CA 94566

16. **Prevailing Wages.** In accordance with the provisions of sections 1770 *et seq.* of the California Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done.

Contractor will be required to pay all persons employed on the project by the Contractor's sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2, sections 1770, 1773, 1773.1." These documents may be obtained from the State of California.

17. Compliance with Laws.

- a. In General. Contractor shall observe and comply with all laws, policies, general rules and regulations established by District and shall comply with the common law and all laws, ordinances, codes and regulations of governmental agencies, (including federal, state, municipal and local governing bodies) applicable to the performance of the Scope of Work hereunder, including, but not limited to, all provisions of the Occupational Safety and Health Act of 1979 as amended.
- b. Labor Laws: Contractor shall comply with and adhere to all applicable labor laws, including, but not limited to, alien labor, prevailing wages, etc. Contractor shall comply with all applicable provisions of the California Labor Code.
- c. Drug-free Workplace. Contractor's employees and subcontractors shall comply with the District's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees and/or subcontractors shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code section 812, including marijuana, heroin, cocaine, and amphetamines, at any facility, premises or worksite used in any manner in connection with performing services pursuant to this Agreement. If Contractor or any employee or subcontractor is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at such a facility, premises, or worksite, the Contractor shall notify the District within five (5) days.
- d. Discrimination Prohibited. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 *et seq.*) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this Agreement by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 *et seq.*). Contractor

and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- e. Harassment Prohibited. Contractor and Contractor's employees and subcontractors shall comply with the District's Workplace Harassment and Discrimination Policy.
- f. Illness and Injury Prevention Program (IIPP). Contractor shall provide the District with a copy of their IIPP to show compliance with CalOSHA.
- g. Licenses and Permits. Contractor represents and warrants to District that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to District that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession. Contractor shall secure and maintain a business license with the District during the term of this Agreement.

18. **Facilities and Equipment:** Except as set forth in Exhibit D ("Facilities and Equipment"), Contractor shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for completing the Scope of Work pursuant to this Agreement. District shall furnish to Contractor only the facilities and equipment listed in Exhibit D according to the terms and conditions set forth in Exhibit D.

19. **Special Conditions.**

- a. _____
- b. _____
- c. _____

20. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated by this reference.

21. **Benefits and Taxes.** Contractor shall not have any claim under this Agreement or otherwise against District for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, for which Contractor shall indemnify and hold District harmless from any and all liability that District may incur because of Contractor's failure to pay such taxes. District shall have no obligation whatsoever to pay or withhold any taxes on behalf of Contractor.

22. **Dispute Resolution.** Should any dispute arise concerning any provisions of this Agreement, or the parties' rights and obligations hereunder, the parties shall meet and confer in an

attempt to resolve the dispute. Prior to commencing any legal action, the complaining party shall provide to the other party thirty (30) days' written notice of the intent to take such action; provided that such notice shall not be required where a delay in commencing an action would prejudice the interests of the party that intends to file suit. During the thirty (30) day notice period, the parties shall meet and confer in an attempt to resolve the dispute. Except as specifically provided, nothing herein is intended to waive or abridge any right or remedy that either party may have.

23. Default and Remedies.

- a. Events of Default. Each of the following shall constitute an event of default hereunder:
 - i. Failure to perform any obligation under this Agreement and failure to cure such breach immediately upon receiving notice of such breach, if the breach is such that the District determines the health, welfare, or safety of the public is immediately endangered; or
 - ii. Failure to perform any obligation under this Agreement and failure to cure such breach within fifteen (15) days of receiving notice of such breach, if the breach is such that the District determines that the health, welfare, or safety of the public is not immediately endangered, provided that if the nature of the breach is such that the District determines it will reasonably require more than fifteen (15) days to cure, Contractor shall not be in default if Contractor promptly commences the cure and diligently proceeds to completion of the cure.
- b. Remedies upon Default. Upon any Contractor default, District shall have the right to immediately suspend or terminate the Agreement, seek specific performance, contract with another party to perform this Agreement and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law.

24. Attorneys' Fees. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

25. Documents and Records.

- a. Property of District. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Contractor pursuant to this Agreement shall become the property of District upon completion of the work to be performed hereunder or upon termination of this Agreement.
- b. Retention of Records. Until the expiration of five (5) years after the furnishing of any services pursuant to this Agreement, Contractor shall retain and, upon written

request by District, make available to the District or any party designated by the District this Agreement, and such books, documents and records of Contractor and subcontractor that are necessary or convenient for audit purposes to certify the nature and extent of the reasonable cost of services to District.

26. **Inspection of Books and Records.** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this Agreement or matters related hereto. Each of the parties hereto shall maintain and make available for such inspection accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
27. **Confidential Information.** Contractor shall hold any confidential information received from District in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, Contractor shall return materials which contain any confidential information to District. Contractor may keep one copy for its confidential file. For purposes of this section, confidential information is defined as all information disclosed to Contractor which relates to District's past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law.
28. **Successors and Assigns.** This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.
29. **Waiver.** Any waiver at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter.
30. **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
31. **Agreement Interpretation.** Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.
32. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the subject matter described herein.
33. **Jurisdiction and Severability.** This Agreement shall be governed and construed in accordance with California law. The venue for any legal action in State court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. The venue for any legal action in Federal court filed by a party to this Agreement for the purpose of

interpreting or enforcing any provision of this Agreement within the jurisdiction of the Federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceeding under this Agreement shall be in Napa County, California; however nothing in this Agreement section shall obligate a party to submit to arbitration any dispute arising under this Agreement. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

34. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Contractor and District.

IN WITNESS WHEREOF, American Canyon Fire Protection District and Contractor do hereby agree to the full performance of the terms set forth herein.

CONSULTANT

BY: _____
NAME David Parnell
TITLE Chief Operating Officer

DATE: October 22, 2024

**AMERICAN CANYON
FIRE PROTECTION DISTRICT**

CONTRACTOR

BY: _____
Geoff Belyea
District Chief

BY: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____
William D. Ross
District Counsel

DATE: _____

APPROVED AS TO INSURANCE:

BY: _____

William D. Ross
District Counsel

DATE: _____

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Payment and Schedule of Payments
- Exhibit C – Insurance Requirements
- Exhibit D – Facilities and Equipment

EXHIBIT A
SCOPE OF WORK

Contractor’s management protocols and systems employed must follow industry standards and provide ability to orchestrate activities across multiple locations. It is the responsibility of the Contractor to determine optimum staffing levels required to maintain and evolve the District network and meet contractual obligations regarding service levels, equipment management and projects. Contractor will

- Maintain District Phone System
- Maintain Network Infrastructure (Routers, Switches, WiFi Access Points) for District Fire Stations and Administrative Office
- Maintain Microsoft 365 Applications
- Maintain Microsoft Azure
- Maintain Security Protocols and Platforms to Protect District from Cyber Attacks
- Maintain District Servers Hosted in Contractor Data Centers
- Maintain Desktops, Laptops, and Printers onsite at District Fire Stations and Administrative Office
- Maintain Connectivity to Shared Resources between District and the City of American Canyon
- Report Onsite to District Fire Stations and Administrative Offices as Necessary to Correct Problems Which Cannot be Fixed Remotely
- Publish a Monthly Report Detailing Services Rendered to the District and Performance Compliance
- Meet Once a Quarter with the Fire Chief and Designees to Review Performance and Discuss Upcoming Events
- Meet the Following SLA Performance Standards

Contractor will meet the following Performance Standards:

1. Help Desk Support - Contractor shall provide an on-line web-based help desk for all ACFD network users and will be the primary interface between District and Contractor. The help desk will be available 24/7, no exceptions. Users will be able to submit requests or issues at any time verbally by phone, by e-mail, or by web app. Requests for support shall be prioritized by Category, updated, and tracked by both the Contractor and District via a web-based interface.
2. Support Categories with the maximum response times shall be outlined as follows:
 - a. Category 1 – Network Function Impacted: These types of priority calls are problems that affect Network Connectivity for the entire District. Contractor shall acknowledge, assign, and respond to the helpdesk request within 10 minutes and be onsite at dispatch or begin working on the problem within thirty (30) minutes of call acknowledgement. Contractor technician(s) shall notify key individuals of the status of the problem in a timely manner until the issue is resolved or an approximate time for resolution can be determined. Contractor shall resolve 90% of issues within an hour.

- b. Category 2 – Enterprise System Outage: These types of priority calls are Enterprise System Outages that affect multiple users or sites and cause critical loss of work within the District. Contractor shall assign the appropriate technical expert to attend to the critical issue and begin working on the problem within thirty (30) minutes of call acknowledgement and if required to address this issue, onsite within (1) hour. Contractor technician(s) shall notify key individuals in each division of the status of the problem in a timely manner until the issue is resolved or an approximate time for resolution can be determined. Contractor shall resolve 80% of issues within (2) hours.
- c. Category 3 – Local Site Outage: These types of priority calls are problems that cause a complete stoppage of work for an individual site and affects multiple users. Contractor shall assign appropriate technical expert to attend to the critical issue and begin working on the problem within one (1) hour of call acknowledgement and if necessary to resolve the issue, onsite within (2) hours. Contractor technician(s) shall notify key individuals in each division of the status of the problem in a timely manner until the issue is resolved or an approximate time for resolution can be determined. Contractor shall resolve 80% of issues within (4) hours.
- d. Category 4 – End User Performance Impacted: These types of calls are problems which interfere with the timely and effective work of an individual, but not resulting in complete stoppage of work. Contractor shall assign a technician and will be dispatched within four (4) hours of the call acknowledgement. Contractor shall notify the individual of the status of the problem at least once a day, until the issue is resolved, or the timeframe of the resolution can be defined. Contractor shall resolve 80% of issues are within 2 days.
- e. Category 5 – All Others: Contractor shall respond to all other calls within (4) hours and shall typically schedule work to resolve the issue within five (5) working days of the time the request is received. Such calls may include, but not limited to, updating access to applications and new software installations. Contractor staff shall notify the individual of the status of the request at least once every two days until the issue is resolved, or a time frame required for resolution can be defined. Contractor shall resolve 80% of issues within 5 days.

EXHIBIT B
PAYMENT AND SCHEDULE OF PAYMENTS

TOTAL COMPENSATION

1. District shall compensate Contractor for the satisfactory performance of the work described in this Agreement to not exceed the amount of \$280,555.655 during the Term of this Agreement.
2. Contractor shall submit an itemized statement to District on a District approved form for its services performed, which shall include documentation setting forth in detail a description of the services rendered, and the hours of service, if appropriate. District shall compensate Contractor the amount of such billing within thirty (30) days receipt of same.
3. There shall be no right to reimbursement of expenses incurred by Contractor except as specified in Exhibit A to this Agreement.

EXHIBIT C
INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.

Commercial General Liability (CGL):

___ 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 (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor’s general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that District and its officers, officials, employees, attorneys, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

X 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 (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor’s general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that District and its officers, officials, employees, attorneys and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

___ 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 five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor’s general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that District and its officers, officials, employees, attorneys, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

Commercial General Liability (CGL) - Completed Operations Coverage

___ Contractor shall maintain and provide completed operations coverage and to the additional insured using ISO form CG 20 37. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the District at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

Automobile Liability:

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.

___ 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 five million dollars (\$5,000,000) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

___ Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance:

___ 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 District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees, and volunteers.

The Contractor or Consultant makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor/Consultant Signature

Builder's Risk (Course of Construction):

Builder's Risk (Course of Construction Insurance) (applicable to Construction Contracts only)

___ Contractor shall provide Builders Risk Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Upon commencement of construction and with approval of District, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis. The District shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site. Such insurance shall be on a form acceptable to District to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to District.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

- ___ Bid Bond
- ___ Performance Bond
- ___ Payment Bond

_____ Warrantee Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Warrantee Bond is not necessary. If the warranty period specified in the contracts is for longer than one (1) year a Warrantee Bond equal to ten percent (10%) of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Contractor's or Consultant's Pollution Legal Liability:

_____ Pollution Coverage shall be provided on a Contractors Pollution Liability form or other form acceptable to District providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than two million dollars (\$2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Specific Insurance Provisions

Insurance Limits:

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District (if agreed to in a written contract or agreement) before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain, or be endorsed to contain **that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice** by certified mail, return receipt requested to the District.

Waiver of Subrogation:

Contractor or Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the District by virtue of

the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions (“SIR”):

Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by District. The District may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the District, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall be endorsed to provide that the SIR may be satisfied by either the named insured or the District.

District reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-:VII, unless otherwise acceptable to District.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor or Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years** after completion of work.

4. A copy of the claims reporting requirements must be submitted to the District for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and District in the same manner and to the same extent as Contractor is bound to District under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the District indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

EXHIBIT D
FACILITIES AND EQUIPMENT

District shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while consulting with District employees and reviewing records and the information in possession of District. The location, quantity, and time of furnishing said physical facilities shall be in the sole discretion of District. In no event shall District be obligated to furnish any facility which may involve incurring any direct expense, including, but not limiting the generality of this exclusion, long-distance telephone or other communication charges, vehicles, and reproduction facilities. Contractor shall not use such services, premises, facilities, supplies or equipment for any purpose other than in the performance of Contractor's obligations under this Agreement.



TITLE

OTS Grant

RECOMMENDATION

Consider adopting Resolution 2024-31 authorizing the Fire Chief to accept a grant award in the amount of \$73,569 from the California Office of Traffic Safety for airbags and struts, used for extrication and stabilization.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The American Canyon Fire Protection District (District) has successfully applied for a grant from the California Office of Traffic Safety (OTS) for new airbags and struts. This grant will significantly enhance our emergency response capabilities and ensure the safety of our community.

Our current airbags and struts are over twenty-three years old and were purchased used, far surpassing their usable lifespan. New equipment will ensure rapid extrication and patient care, leading to optimal outcomes. The District's responsibilities are heightened by our region's status as a tourist destination, attracting visitors to events like 'Bottle Rock' and wine-tasting weekends. State Highway 29, which runs through American Canyon, is a major site for traffic collisions, with 127 incidents reported in 2023. The District also provides 'auto-aid' to neighboring areas, including Vallejo and Fairfield, which cover critical highways and interstates.

Modern vehicles are becoming heavier, similar to those from the 1960s and 1970s, making our current equipment inadequate for effective extrication. High visitor traffic and large transport vehicles increase the risk of severe accidents. New airbags and struts will allow us to train effectively for potential disasters, including vehicle accidents and earthquakes. In 2023, the District responded to vehicles colliding with residential buildings, highlighting the need for reliable and functional equipment.

Napa County is at high risk for earthquakes, with a significant fault line running parallel to Highway 29. Up-to-date equipment is essential for proactive training and response to potential seismic

events. All allied fire agencies in Napa County use the requested 'Para-tech' airbags and struts, ensuring consistency and redundancy in tools and training across the region. Consistency in equipment can significantly impact patient survivability during large-scale incidents.

All of our current Napa County allied fire agencies currently use the requested 'Para-tech' airbags and struts, which would bring redundancy in usage and training to 100% within Napa County and with our auto-aid agencies of Vallejo Fire Department and Fairfield Fire Departments, located in Solano County (but border the District's jurisdiction on several sides). Being on any large-scale incident where there are life-threatening injuries, and the 'Golden Hour' is in play, consistency in tools and training can mean a difference in patient survivability rate. While traffic accidents cannot be totally eliminated, safety is proactive and critical through education, training, and redundancy.

The District agrees to comply with OTS requirements for grant funding, including covering project expenses upfront and waiting 90 days for reimbursement. We recommend that the Board of Directors accept the OTS grant to enhance our emergency response capabilities and ensure the safety of our community.

FISCAL IMPACT

The District commits to covering the project expenses associated with the grant, which will be initially funded from the FFE (Fleet, Facilities, and Equipment) fund. In accordance with the terms of the grant agreement, the District will request grant reimbursements and wait 90 days to be reimbursed. The total reimbursement amount is expected to be \$73,569.00. Once the grant reimbursements are received, the funds will be returned to the FFE fund.

BOARD PRIORITY PROGRAMS AND PROJECTS

Public Safety: "Ensure American Canyon remains a safe community"

ENVIRONMENTAL REVIEW

None.

ATTACHMENTS:

- [1. Resolution 2024-31 OTS Grant Acceptance](#)
- [2. DRAFT Grant Agreement - EM25019](#)

RESOLUTION NO. 2024-31

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT AUTHORIZING THE FIRE CHIEF TO ACCEPT A GRANT AWARD IN THE AMOUNT OF \$73,569.00 FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR EXTRICATION EQUIPMENT

WHEREAS, the American Canyon Fire Protection District (District) recognizes the critical importance of enhancing our emergency response capabilities to ensure the safety and well-being of our community members; and

WHEREAS, the District has submitted an application for a grant from the California Office of Traffic Safety (OTS) to secure funding for extrication equipment, airbags and struts, which play a pivotal role in improving our ability to respond effectively to emergencies; and

WHEREAS, the new equipment funded by this grant will significantly enhance the District's emergency response capabilities and ensure the safety of our community by providing up-to-date tools for rapid extrication and patient care; and

WHEREAS, the District serves a region with a high volume of traffic incidents, including 127 reported incidents on State Highway 29 in 2023, and is responsible for 'auto-aid' to neighboring areas such as Vallejo and Fairfield, which include critical highways and interstates; and

WHEREAS, consistency in equipment and training across all allied fire agencies in Napa County, including the use of 'Para-tech' airbags and struts, is crucial for ensuring redundancy and improving patient survivability during large-scale incidents;

WHEREAS, the District agrees to pay for the project expenses from the FFE Fund, and the District shall grant the reimbursement as outlined by OTS, which entails a waiting period of up to 90 days following the completion of the project. Once the grant reimbursement is received, the funds will be returned to the FFE fund; and

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the American Canyon Fire Protection District authorizes the Fire Chief to accept the grant in the amount of \$73,569.00 from the California Office of Traffic Safety for the purchase of extrication equipment consistent with the terms of the grant.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 22nd day of October, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel

<p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p>	<p>9. SAM INFORMATION</p> <p>SAM #: GWQFF3NEX6N7 REGISTERED ADDRESS: 911 Donaldson Way E CITY: American Canyon ZIP+4: 94503-3191</p>
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		\$73,569.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$73,569.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$73,569.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

1. PROBLEM STATEMENT

The American Canyon Fire Protection District (District) is a professional, all-risk, full-service fire department. The District is located at the southern tip of Napa County and exists as a subsidiary Special District to the City of American Canyon (City). It is the third largest agency in Napa County with a population of approximately 22,000 people, serving approximately 50,000 people during commuting hours and over 100,000 commuters during harvest season and special events. The District's jurisdiction covers the City and additional unincorporated areas in Napa County surrounding the City limits. The District's actual jurisdiction is approximately eight square miles in size. The District is frequently called upon to provide automatic and mutual aid to multiple agencies in Napa, and Solano counties.

The challenging nature of the District's responsibilities is increased by the region's designation as a tourist destination, drawing visitors to special events such as 'Bottle Rock' and wine-tasting weekends. The result is congested highways, particularly on State Highway 29, which runs directly through the center of American Canyon and accounted for a total of 127 traffic crashes in 2023, as reported to the American Canyon Police Department. This is where the majority of injury, high speed, or significant damage traffic crashes within the District's jurisdiction occur. In 2023, American Canyon Police Department pursued 47 vehicles at a high rate of speed on Highway 29, exposing both the Police Department personnel and those traveling, both in vehicles, on bicycles, and pedestrians to a higher risk of life-threatening injury. American Canyon also responds for 'mutual aid' to the City of Vallejo, which covers State Highway 37 and portions of Interstate 80; the City of Fairfield, which also covers portions of Interstate 80 and Interstate 680; and the County of Napa/CAL Fire, which covers State Highway 12 - Jameson Canyon. Humans make mistakes, and with mistakes crashes occur. The loss of any human life or severe injury is unacceptable. American Canyon Fire Protection District strives to provide the highest level of on-scene post-crash emergency medical care to reduce the loss of life. This grant would provide new airbag stabilization equipment to replace outdated and unreliable tools. Replacing obsolete equipment will improve the department's ability to save lives through safety efforts.

The current vehicles being produced are back to being the 'heavy, sturdy' vehicles of the 1960's and 1970's. This creates challenges when attempting to lift a vehicle off of another vehicle or separating the many tour buses that travel through our area due to the tourist destination. The current equipment that we possess was designed for the phase out of older, heavier vehicles, while newer, lighter vehicles of the 1990's would be taking their place. With upgraded safety features, the vehicles continued to get heavier in nature until we were back to the dense weight of the 60's and 70's, leaving the equipment that we now have at a disadvantage for expedient patient extrication and care. The high volume of visitors, combined with big rigs carrying harvest and wines to be stored, creates a potential deadly combination. Obtaining current airbags and struts would allow the District to train on any of these potential disasters. Last year, 2023, the District responded to 2 vehicles into residential buildings within our jurisdiction, with mutual aid responding to assist. Another example of the critical need for reliable, functional, and redundant equipment and training.

The potential for an earthquake is high in Napa County. In 2014, a magnitude 6.0 earthquake occurred. While the loss was over 1 billion dollars, many of the roadways survived with minimal to moderate damage. However, the potential for an even bigger earthquake exists. The existing fault line, The West Napa Fault, part of the San Andreas Fault System, runs parallel to Highway 29, nearly the entirety of Napa County. An earthquake even slightly over 6.0 would have the potential to impact ALL MAJOR ROADWAYS in Napa County. The potential of trapped victims under and overpass (State Highway 29), falling rocks (Highway 12 - Jameson Canyon), and roadway collapse due to landslide (throughout Napa County due to the windy, hilly nature of the topography). The time to train with new equipment is BEFORE these incidents occur, creating a proactive approach to safety within the District and surrounding area.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Decrease the average extrication time, from the time of arrival at the crash site to transport.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Purchase and place pieces of specialized rescue equipment in strategic locations within the jurisdiction.	7
3. Train firefighters in the use of the new equipment.	23
4. Conduct traffic safety presentations with an effort to reach persons and communities.	2
5. Display the OTS funded equipment during Public Safety Fairs, community festivals and/or other Department or community events.	4
6. Report on the number of times the grant-funded equipment is used during an extrication, provide a brief overview of the incident and indicate if the equipment was used to save a life.	1
7. Station 11 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 00 minutes to 00 minutes.	
8. Station 211 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 00 minutes to 00 minutes.	
3. METHOD OF PROCEDURE	
A. Phase 1 – Program Preparation (1st Quarter of Grant Year)	
<ul style="list-style-type: none"> • Determine specific equipment requirements. • Request equipment vendor price quotation for the required equipment per host agency requirement. • Submit purchase orders to equipment vendors for purchase of the equipment. • Prepare and execute Memorandums of Understanding (MOU) with recipient agencies. 	
<u>Media Requirements:</u>	
<ul style="list-style-type: none"> • Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO. 	
B. Phase 2 – Program Operations (Throughout Grant Year)	
<ul style="list-style-type: none"> • Inventory the new equipment following delivery. • Disperse equipment to identified recipient agencies. • Plan a media event announcing the grant funded equipment. • Recipient agencies will identify training needs and objectives and coordinate instructional staff to conduct a high quality training program for their respective agency. • Recipient agencies will develop a preventive maintenance schedule for the new equipment following manufacturers' recommendations. 	
<u>Media Requirements</u>	
The following requirements are for all grant-related activities:	
<ul style="list-style-type: none"> • Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated. • Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process. • The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator. 	

- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)

2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402EM-25	20.600	State and Community Highway Safety	\$73,569.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				\$0.00
Category Sub-Total				\$0.00
B. TRAVEL EXPENSES				
				\$0.00
				\$0.00
Category Sub-Total				\$0.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
Air Bag Lift System	402EM-25	\$32,100.00	1	\$32,100.00
Stabilization Kit	402EM-25	\$15,500.00	1	\$15,500.00
Category Sub-Total				\$47,600.00
E. OTHER DIRECT COSTS				
Strut Kit	402EM-25	\$4,800.00	2	\$9,600.00
Hoist Kit	402EM-25	\$4,200.00	2	\$8,400.00
Extrication Items	402EM-25	\$7,969.00	1	\$7,969.00
Category Sub-Total				\$25,969.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$73,569.00

BUDGET NARRATIVE	
PERSONNEL COSTS	-
TRAVEL EXPENSES	-
CONTRACTUAL SERVICES	-
EQUIPMENT	Air Bag Lift System - Air Bag Lift Systems are generally comprised of a high pressure regulator, dual air controller, inline relief valves, high pressure hoses, and high pressure lifting bags (high tonnage rated) used for lifting vehicles or heavy objects in extrication incidents. It includes equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired, and costs \$5,000 or more (including tax, shipping, and installation).
	Stabilization Kit - Stabilization kits are generally comprised of hydraulic and manual rescue jacks, struts, braces, chocks, cribbing, wedges, tripods, ratchet straps and chains, used for stabilizing vehicles while performing extrications. It includes equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired, and costs more than \$5,000 (including tax, shipping, and installation).
OTHER DIRECT COSTS	Strut Kit - Stabilization kits are generally comprised of hydraulic and manual rescue jacks, struts, braces, chocks, cribbing, wedges, tripods, ratchet straps and chains, used for stabilizing vehicles while performing extrications. It includes equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired, and costs less than \$5,000 (including tax, shipping, and installation).
	Hoist Kit - Grantee Agency may purchase and distribute to various locations extrication items which may include the following: airbags and accessories, axes, combi-tools, cribbing, cutters, driver-side airbag covers, extrication gloves, generators, hoses, portable lights, rams and supports, rescue saws, rescue struts and plates, retrofit kits, ropes, sawzalls, and step chocks. Additional items may be purchased if approved by OTS. Each item must have a unit cost of less than \$5,000 (including tax, shipping and installation). Each extrication item must operate independent of a grant-funded power unit.
	Extrication Items - Grantee Agency may purchase and distribute to various locations extrication items which may include the following: airbags and accessories, axes, combi-tools, cribbing, cutters, driver-side airbag covers, extrication gloves, generators, hoses, portable lights, rams and supports, rescue saws, rescue struts and plates, retrofit kits, ropes, sawzalls, and step chocks. Additional items may be purchased if approved by OTS. Each item must have a unit cost of less than \$5,000 (including tax, shipping and installation). Each extrication item must operate independent of a grant-funded power unit.
INDIRECT COSTS	-
STATEMENTS/DISCLAIMERS	There will be no program income generated from this grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, ([23 U.S.C. 324 et seq.](#)), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794 et seq.](#)), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST (applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.



TITLE

Air Ambulance Agreement between American Canyon Fire Protection District and REACH Air Medical Services, LLC.

RECOMMENDATION

Adopt a Resolution approving the Air Ambulance Agreement between American Canyon Fire Protection District and REACH Air Medical Services, LLC.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The American Canyon Fire District (“Fire District”) and REACH Air Medical Services, LLC (REACH) have identified a mutual interest in enhancing emergency medical services within Napa County. To support this initiative, both parties wish to enter into an agreement that will establish a comprehensive air ambulance program. This program will provide emergency and interfacility air medical transport, aerial fire reconnaissance, and other emergency services. REACH, a fully accredited air medical transportation provider, will work in collaboration with the Fire District to offer these critical services to residents of Napa County and the surrounding areas. The key components of this agreement include:

TERM OF THE AGREEMENT

The Air Ambulance Agreement between the American Canyon Fire District and REACH Air Medical Services, LLC will commence on November 1, 2024, and will remain in effect for an initial period of two (2) years. Upon the conclusion of the initial term, the agreement will automatically renew for an additional one (1) year unless either party provides a written notice of non-renewal at least 120 days prior to the expiration of the current term.

Either party may also terminate the agreement at any time, with or without cause, by providing 120 days written notice to the other party. In the event of termination, all equipment, intellectual property, and branding materials must be returned or removed as outlined in the agreement.

The Fire District and REACH may mutually agree in writing to extend the contract for additional terms beyond the automatic renewal, subject to negotiation and approval by both parties.

1. Air Medical Transport Services

- REACH will provide air medical transport services when requested by the Fire District, ensuring compliance with all federal and local emergency medical standards.

2. Flight Service Standards and Availability

- REACH will provide air ambulance services 24/7, 365 days per year, with a helicopter based at Napa County Airport. REACH will make all reasonable efforts to promptly respond to requests for service.

3. Program Operations

- The air ambulance program will be managed by REACH, which will provide a program director to oversee daily operations. The program director will work closely with the Fire District to ensure seamless operations.

4. Compensation on and Billing Provisions

- The agreement specifies the compensation framework for services rendered under the program. The Fire District will be reimbursed for supervisory, advisory, and administrative duties related to the Program, with monthly payments and annual adjustments based on the Consumer Price Index. REACH will directly bill and collect payments for patient transport services, ensuring no financial liability falls on ACFD for non-payment issues.

5. Insurance Requirements

- Both parties are required to maintain specified insurance coverages, including professional medical liability, aircraft liability, and workers' compensation, to protect against potential claims and liabilities.

6. Financial Provisions

- REACH will bear the primary costs of the program. However, should the program exceed 25 hours of flight time for non-reimbursable missions (such as marketing or training), the Fire District will reimburse REACH for additional hours as outlined in Exhibit B of the agreement.
- REACH will also be compensated for services related to Cal OES repositioning and assistance-by-hire (ABH) work.

7. Branding and Marketing

- The helicopter used under this agreement will bear the Fire District's logo alongside REACH's, reflecting the collaboration between both parties in the provision of air medical services.

8. Clinical Services on Flights

- Reach will provide all clinical personnel for the Program trained to REACH and Fire District Standards (but in no event less than the standards set forth by CAMTS or similar accrediting body, State and local EMS Agency).
- Fire District training provided to REACH Flight Crew shall be either provided on shift or shall not exceed 36 hours/annually per full-time clinical crew member.

9. Program and Oversight and Administration

- The District will assign a liaison for program administration assisting with dispatch relationships, training, and business development activities. The District will also designate a Public Information Officer for marketing and public relations efforts related to the program.

PROGRAM BENEFITS

This partnership is anticipated to significantly enhance the Fire District's emergency medical response capabilities by offering the following benefits:

- **Faster Response Times:** Air medical transport provides expedited transport for critically ill or injured patients, improving patient outcomes.
- **Comprehensive Coverage:** REACH's services extend beyond emergency medical transport to include aerial fire reconnaissance, contributing to the Fire District's firefighting, prevention, and suppression operations.
- **Increased Operational Capacity:** By leveraging REACH's resources, the Fire District can better serve the community during large-scale emergencies requiring aerial support.

FISCAL IMPACT

REACH will reimburse the Fire District for administrative and oversight services related to the air ambulance program. The Fire District will receive a monthly payment of \$8,500, payable on the 5th day of each month. This monthly payment will be subject to an annual increase of up to 6%, based on the Bay Area Consumer Price Index, starting in 2026. REACH shall be invoiced on a monthly basis by Fire Districtg for its for supervisory, advisory and administrative services rendered in the previous month. Additionally, the Fire District will retain an administrative fee for managing Cal OES prepositioning events and may receive compensation for providing paramedic services if REACH is unable to staff the helicopter.

BOARD PRIORITY PROGRAMS AND PROJECTS

Public Safety: "Ensure American Canyon remains a safe community"

ENVIRONMENTAL REVIEW

The proposed action is not a Project under California Environmental Quality Act ("CEQA") as it is an extension services provided by and authorized for the District prior to the enactment of CEQA.

ATTACHMENTS:

- [1. Resolution 2024-32 Reach Air Ambulance](#)
- [2. Air Ambulance Agreement](#)

RESOLUTION NO. 2024-32

**A RESOLUTION OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD
OF DIRECTORS APPROVING THE AIR AMBULANCE AGREEMENT BETWEEN THE
AMERICAN CANYON FIRE PROTECTION DISTRICT AND REACH AIR MEDICAL
SERVICES, LLC**

WHEREAS, the American Canyon Fire Protection District ("Fire District") is dedicated to providing high-quality emergency medical services to the residents of Napa County and surrounding areas; and

WHEREAS, REACH Air Medical Services, LLC ("REACH") is a fully accredited provider of air medical transport services and holds the necessary regulatory approvals for operating such services in Napa County; and

WHEREAS, the Fire District and REACH have identified a mutual interest in enhancing emergency medical services through the establishment of a comprehensive air ambulance program (the "Program"), which will include emergency and interfacility air medical transport, aerial fire reconnaissance, and other emergency services; and

WHEREAS, the Air Ambulance Agreement (the "Agreement") outlines the terms of this partnership, including operational protocols, financial provisions, and responsibilities of both parties in providing emergency services to the community; and

WHEREAS, the Agreement will provide substantial benefits to the Fire District and the community it serves, including faster response times for critically ill or injured patients, expanded operational capacity, and improved firefighting support through aerial fire reconnaissance; and

WHEREAS, REACH will reimburse the Fire District for administrative, supervisory, and advisory services rendered under the Agreement, with monthly payments of \$8,500, subject to an annual adjustment of up to 6% starting in 2026, and the Fire District will retain an administrative fee for managing Cal OES prepositioning events; and

WHEREAS, both the Fire District and REACH will maintain the appropriate insurance coverages to protect against potential claims and liabilities, ensuring the financial and operational integrity of the Program; and

WHEREAS, the proposed Agreement will commence on November 1, 2024, and will remain in effect for an initial period of two (2) years, with automatic renewal for an additional one (1) year unless otherwise terminated by either party with 120 days written notice; and

WHEREAS, the Fire District's Board of Directors has reviewed the terms of the Agreement and finds that it is in the best interest of the District and its residents to enter into this partnership with REACH;

NOW, THEREFORE, BE IT RESOLVED that the American Canyon Fire Protection District Board of Directors hereby approves the Air Ambulance Agreement between the Fire District and REACH Air Medical Services, LLC, effective November 1, 2024; and

BE IT FURTHER RESOLVED that the Fire Chief, or his designee, is authorized and directed to execute the Agreement on behalf of the Fire District and take any necessary actions to implement the terms of the Agreement.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the American Canyon Fire Protection District on this 22nd day of October 2024, by the following vote:

AYES:

NOES:

EXCUSED ABSENCE:

ABSTAIN:

Leon Garcia
Chairman, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Geoff Belyea
District Chief/District Clerk

William D. Ross
District Counsel
American Canyon Fire Protection District

AIR AMBULANCE AGREEMENT

This Air Ambulance Agreement, dated November 1, 2024 (the "EFFECTIVE DATE") for fire and air ambulance services (this "AGREEMENT") is between REACH Air Medical Services, LLC, a California limited liability company ("REACH") and the American Canyon Fire District, a fire protection district formed under the laws of the State of California ("FIRE DISTRICT"). REACH and FIRE DISTRICT are collectively referenced as the "Parties" and individually referenced as a "Party".

Recitals

- A. REACH is classified by the Napa County Local Emergency Medical Services Agency ("LEMSA") as an air ambulance aircraft provider, and is accredited and compliant with the Federal Aviation Administration ("FAA") and California Emergency Medical Services Authority ("EMSA") laws and regulations for the provision of air medical transportation services and nothing in this agreement is intended to supersede, change, alter, or modify REACH's existing agreements and relationship with the LEMSAs, EMSAs, or FAA.
- B. FIRE DISTRICT and REACH will work cooperatively to establish a fire and air ambulance program providing emergency and interfacility air medical transportation, aerial fire reconnaissance, and other emergency services to the residents of Napa County, California and the surrounding area to include the FIRE DISTRICT'S automatic aid and mutual aid partners, as set forth in this AGREEMENT (the "PROGRAM").

Agreement

In consideration of the mutual covenants contained in this Agreement, the Parties agree to the following;

- 1. **Air Medical Transport Services.** As authorized in accordance with this AGREEMENT and when requested by FIRE DISTRICT, REACH shall transport patients in accordance with all the following: Federal, EMSA, and LEMSAs laws, rules, regulations, and protocols. REACH shall acquire and maintain all required permits and licenses necessary for it to bill patient transported pursuant to this AGREEMENT. REACH represents and warrants to FIRE DISTRICT that it holds all required permits, licenses, and regulatory approvals necessary for it to perform under this AGREEMENT.
- 2. **Types of Service.** REACH will provide Air Medical and/or FLIGHT SERVICES as specified in this AGREEMENT.
- 3. **Flight Service Standards.** REACH shall provide air ambulance flight services to FIRE DISTRICT pursuant to the terms of this AGREEMENT using the standards set forth by the Commission on

Accreditation of Medical Transport Services (CAMTS) or REACH's established clinical standards for appropriate patient care, including the paramedic scope of practice during air transport in accordance with LEMSA's policies and requirements (the "FLIGHT SERVICES"),

4. Flight Services Availability: Aircraft Operations: Payment.

Flight Services Availability. REACH will make all reasonable efforts to provide the FLIGHT SERVICES to FIRE DISTRICT through one (1) FAA certified helicopter available twenty-four (24) hours a day, three hundred-sixty-five (365) days per year, except for flight crew staffing events, maintenance repair activities and other operational needs as determined by REACH. REACH shall maintain the aircraft used in the performance of this AGREEMENT as required by law and according to the aircraft manufacturer's recommendations. REACH will base the helicopter at the Napa County Airport in Napa, California. REACH will make all reasonable efforts to promptly respond to all FIRE DISTRICT requests for FLIGHT SERVICES to the extent a helicopter is available and it is determined by the Pilot in Command to do so. To the extent possible, REACH will provide prior notice of routine maintenance or service outages. For unscheduled service delivery interruptions lasting greater than for hours, REACH will communicate this to the FIRE DISTRICT as promptly as possible. If the assigned aircraft is unavailable, REACH shall make all reasonable efforts to provide a backup aircraft within three (3) days. Subject to other provisions of this Agreement, REACH shall provide and operate the Aircraft for air ambulance services and Fire Operations as defined below in connection with the PROGRAM described in the Agreement.

4.1. Aircraft

- 4.1.1. REACH shall remain in full, complete and exclusive operational control of the Aircraft and shall provide maintenance, service, licensed and qualified pilots, licensed and qualified mechanics, cleaning, and all services necessary for the operation of the Aircraft in connection with the Program during the Term of this Agreement.
- 4.1.2. REACH aviation systems and leadership shall have final authority to accept or reject any flights for safety or weather-related reasons. REACH's refusal to fly a flight on account of the judgment of the duty pilot that weather conditions prohibit such flight shall not constitute a failure on the part of REACH to comply with its obligations hereunder.
- 4.1.3. REACH shall operate and maintain the Aircraft in conformance with applicable federal and state laws and regulations (including without limitation Federal Aviation Regulations promulgated by the FAA ("FARs"), all applicable requirements of manufacturers and all applicable airworthiness directives. Compliance with FARs shall be the responsibility of REACH, except to the extent relating to the conduct of FIRE DISTRICT and its personnel, in which case compliance shall be the responsibility of FIRE DISTRICT. REACH shall maintain in effect at all times a current certificate of airworthiness on the Aircraft, which shall be displayed to FIRE DISTRICT upon its request. Unless prohibited from doing so by applicable law, regulation or order, REACH agrees to give prompt notice to FIRE DISTRICT following its receipt of any charge or other written communication from the FAA alleging or contending the existence of any violation by REACH of the FARs in connection with the operation or maintenance of Aircrafts used in connection with the Program.

4.1.4. REACH shall train and equip flight crews for day and night aerial reconnaissance missions.

4.2. Payments to REACH.

4.2.1. Twenty-five (25) annual calendar hours of Aircraft Fire Operations are considered part of the overall PROGRAM costs, provided that the twenty-five (25) annual hour total excludes any hours for local base competency training annually. These twenty-five (25) annual hours are for purposes of marketing the PROGRAM, missions that are not reimbursable, missions made solely at the request of the FIRE DISTRICT, education, training, and other public service to the communities and factored into the overall PROGRAM costs. Should the PROGRAM exceed the twenty-five (25) annual hours in a given calendar year, the FIRE DISTRICT shall reimburse REACH as defined in the rate schedule, provided in EXHIBIT B, for each additional hour of Aircraft flight time. REACH shall submit to FIRE DISTRICT an invoice showing the amount due REACH, and FIRE DISTRICT shall pay such amounts within 45 days after its receipt of such invoices.

4.2.2. REACH shall be paid at the rates set forth on Exhibit A (Cal OES Prepositioning, and Assistance by Hire (ABH) Contract Work) attached hereto for services performed according to Exhibit A. Such costs will include, without limitation, pilot, flight crew and mechanic compensation.

4.2.3. The Parties hereto agree to review the Program's performance monthly, or as requested by either party.

5. **Program Director.** REACH will provide a program director to oversee the daily operations of the PROGRAM (the "PROGRAM DIRECTOR"). The PROGRAM DIRECTOR selected by REACH is subject to the written approval of FIRE DISTRICT, which approval shall not be unreasonably withheld. The PROGRAM DIRECTOR shall be an employee or independent contractor of REACH and shall not be deemed an employee or independent contractor or agent of FIRE DISTRICT. The PROGRAM DIRECTOR position may be split between multiple operations and not dedicated to the Fire Program.

6. **Flight Team.** REACH will provide a sufficient number of registered nurses, paramedics, pilots, and mechanics for the purpose of providing the FLIGHT SERVICES to FIRE DISTRICT. REACH will train all FLIGHT TEAM MEMBERS to REACH standards. Each FLIGHT TEAM MEMBER will meet all educational and experience standards recommended by CAMTS, or similar accrediting body. All REACH personnel providing services pursuant to this AGREEMENT are subject to the prior written approval of FIRE DISTRICT which will not be unreasonably withheld. FIRE DISTRICT agrees that the current personnel staffing the Napa County base are approved. The pilot in command of the aircraft at the time will have complete power and authority to make and will make all decisions concerning the suitability of weather and landing areas, condition of aircraft for flight, and all other factors affecting flight safety. In accordance with FAA regulations and the REACH General Operations Manual, the pilot in command ("PIC") of the aircraft will at all times maintain operational control of the aircraft. REACH will furnish all FLIGHT TEAM MEMBERS with a flight suit and helmet.

7. **Medical Director and Medical Direction.** REACH will provide a California licensed physician to provide medical direction for the PROGRAM (the "MEDICAL DIRECTOR"). The MEDICAL DIRECTOR selected by REACH is subject to the written approval of FIRE DISTRICT, which approval shall not be unreasonably withheld. The MEDICAL DIRECTOR shall be an employee or independent contractor of REACH and shall not be deemed an employee or independent contractor or agent of FIRE DISTRICT without REACH's prior written approval. REACH shall cause the MEDICAL DIRECTOR to meet all licensure, education, and certification requirements as set forth by any state or federal oversight body, LEMSA, and CAMTS. The MEDICAL DIRECTOR will work with the LEMSA medical director and the FIRE DISTRICT's medical director, in accordance with California Law.
8. **General Financial Responsibility.** Except as otherwise provided in this AGREEMENT, all costs for the PROGRAM will be borne directly by REACH. Neither Party shall incur any costs or fees as a result of the PROGRAM not allocated as the responsibility of either party under this AGREEMENT without first negotiating any such costs or fees on a case by case basis with the other Party. If the parties are unable to negotiate an agreeable allocation of any cost or fees, the Party proposing the cost or fee will either not incur the cost or fee, or if that Party does incur the cost or fee, that Party will be solely responsible for such cost or fee.
9. **Billing and Collection Obligations.** REACH shall seek payment for all services relating to the PROGRAM by directly billing and collecting from air transport of patients and other persons for whose benefit such services are provided. All billing and collection practices by REACH shall be in accordance with all applicable laws. Compensation received by REACH for services provided pursuant to this AGREEMENT shall remain the property of REACH. REACH shall charge patients for services under the terms of this AGREEMENT in accordance with applicable governmental regulations. Within thirty (30) days after the EFFECTIVE DATE, REACH shall provide FIRE DISTRICT with a list of the services and amounts it charges air transport patients, and will notify FIRE DISTRICT of any changes in those charges within sixty (60) days of any change. FIRE DISTRICT has no responsibility to REACH or otherwise for the non-payment of bills by individuals or other responsible parties for patient care and transportation services rendered by REACH. REACH represents and warrants that its charges to patients and other persons for services rendered are legal, fair and competitive in the region in which FIRE DISTRICT is located.
10. **Hangar Space.** REACH will make reasonable efforts to arrange for space for its aircraft storage and maintenance events. REACH is responsible for all fuel, maintenance and associated costs of operating the aircraft REACH provides under this AGREEMENT.
11. **Crew Quarters.** REACH will provide crew quarters for the FLIGHT TEAM MEMBERS and MEDICAL CREW in alignment with FIRE DISTRICT standards and SOPs. FIRE DISTRICT has reviewed and approves the current REACH crew quarters. FIRE DISTRICT and REACH shall maintain a mutually approved design/signage for the exterior of the REACH Hanger which includes FIRE DISTRICT logo along with a REACH logo. The cost of which shall be borne by the FIRE DISTRICT.
12. **REACH Staff Review.** If in the reasonable opinion of FIRE DISTRICT, any of the REACH staff working pursuant to this AGREEMENT do not demonstrate a high degree of aptitude for the type of operations or customer service required, including good interpersonal

relations, FIRE DISTRICT may make written request to REACH to conduct a prompt review of the performance of the individual and, assuming REACH concurs that remedial or corrective action is necessary and appropriate with respect to such individual, REACH shall conduct such remedial or corrective measures, including if necessary in the opinion of REACH, removal from the FLIGHT TEAM. All such employment actions will be handled by REACH on a case by case basis in accordance with REACH's policies and procedures. All REACH employees shall conform to the rules and requirements jointly approved in writing by REACH and FIRE DISTRICT concerning dress and conduct and other applicable REACH and FIRE DISTRICT policies while providing services pursuant to this AGREEMENT, and in connection with referring/receiving agency personnel interface.

13. Clinical Services on Flights. Except as set forth herein REACH will provide all clinical personnel for the PROGRAM trained to REACH and FIRE DISTRICT standards (but in no event less than the standards set forth by CAMTS or similar accrediting body, State and local EMS agency). FIRE DISTRICT training provided to REACH Flight Crew shall be either provided on shift or shall not exceed 36 hours/annually per full-time clinical crew member. FIRE DISTRICT acknowledges that REACH may temporarily assign or staff the aircraft with REACH personnel from outside of the Napa County base who may not be trained by the FIRE DISTRICT. Such staffing will only be for temporary situations (i.e., PTO, sick calls, temporary leaves). In the event that REACH is unable to provide a paramedic for the aircraft due to an unexpected or temporary planned opening, at the request of REACH, FIRE DISTRICT may staff a paramedic in place of the REACH Flight Paramedic aboard the aircraft, provided that the FIRE DISTRICT paramedic has been trained to the minimum requirements of a REACH designated Flight Paramedic. REACH will pay FIRE DISTRICT a per hour fee for a FIRE DISTRICT paramedic based on the FIRE DISTRICT paramedic providing an annually updated and fully burdened per hour cost of a FIRE DISTRICT paramedic selected to participate/qualified to work as a member of the Flight Crew. Costs will be consistent with applicable MOU between the FIRE and IAFF Local 1186 American Canyon Firefighters Association. FIRE DISTRICT will invoice REACH for any paramedic fees within 60 days of the end of each month, and REACH will pay FIRE DISTRICT therefor within 45 days of the date of the invoice. The paramedics provided by FIRE DISTRICT are, and shall remain the employees of FIRE DISTRICT under control of FIRE DISTRICT; provided, however, that during the FLIGHT SERVICES, the paramedics will abide by all commands and instructions of the PIC of the aircraft and will follow and abide by all mutually agreed upon clinical protocols and medical direction, as well as all mutually agreed upon safety and operational guidelines. FIRE DISTRICT paramedics shall be trained and specifically approved by REACH to fulfill such mission. Such training shall include the REACH in-person academy and an approved field training process.

14. Clinical Crew. FIRE DISTRICT and REACH agree to meet and confer in the event that REACH has a paramedic opening at the Napa County base within one year following mutually agreed upon program commencement date. Such meeting shall pertain to paramedic staffing aboard the helicopter based on the current operational performance and any anticipated changes. The REACH MEDICAL CREW member(s) shall be and remain employee(s) of REACH at all times, and shall comply with the requirements of this section and are subject to the clinical control of the MEDICAL DIRECTOR to the same extent as the FIRE DISTRICT crew members. REACH shall provide all salary, benefits, and professional liability coverage for the REACH MEDICAL CREW member(s). Each of the Parties intend that, in performing the services specified herein, it is acting as an independent contractor and will control the work it performs and the manner in which it is performed. This AGREEMENT is not to be construed to create the relationship between the Parties, or between one Party and the other Party's employees, of agent, servant, employee, partnership, joint venture, or association. Neither REACH, nor any of its employees, is a FIRE DISTRICT employee. Neither FIRE DISTRICT,

nor any of its employees, is a REACH employee. This AGREEMENT does not give either Party, or any of its respective employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits the other Party may provide to its employees.

15. **Dispatch Services.** REACH will coordinate all 9-1-1 requests originating in or outside of the County, all inter-facility transfers "IFTs", or any equivalent resource request as determined by FIRE DISTRICT. FIRE DISTRICT shall provide to REACH two portable radios and any other necessary communications equipment, excluding aircraft communication equipment, necessary for flight crew communication with the ECC.
16. **FIRE DISTRICT PARAMEDIC Review.** If in the reasonable opinion of REACH, any of the paramedics provided by FIRE DISTRICT pursuant to this AGREEMENT do not demonstrate a high degree of aptitude for the type of operations or customer service required, including good interpersonal relations, REACH may make written request to FIRE DISTRICT to conduct a prompt review of the performance of the individual and, assuming FIRE DISTRICT concurs that remedial or corrective action is necessary and appropriate with respect to such individual, FIRE DISTRICT shall conduct such remedial or corrective measures, including if necessary in the opinion of FIRE DISTRICT, removal from the FLIGHT TEAM. All such employment actions will be handled by FIRE DISTRICT on a case by case basis in accordance with FIRE DISTRICT's policies and procedures. All FIRE DISTRICT employees shall conform to the rules and requirements jointly approved in writing by FIRE DISTRICT and REACH concerning dress and conduct and other applicable REACH and FIRE DISTRICT policies while providing services pursuant to this AGREEMENT, and in connection with referring/receiving agency personnel interface.
17. **Primary Call Provider.** Unless prohibited by applicable law, FIRE DISTRICT agrees that REACH will be a primary provider called for air medical transport requests received through or from FIRE DISTRICT under the County 9-1-1 dispatch protocols, provided that the Parties understand that at all times CALFIRE St. Helena ECC will contact Flight Guard to assign the closest most appropriate resource and Flight Guard will manage IFTs according to its dispatch policies therefor. If at the time FIRE DISTRICT requests FLIGHT SERVICES and REACH's aircraft or any of its FLIGHT TEAM MEMBERS necessary to staff the aircraft are not immediately available or has an extended estimated time of arrival to an incident location, REACH will provide FIRE DISTRICT with its best estimate of alternative aircraft response time. If FIRE DISTRICT determines the response time is inappropriate, based upon the condition and needs of the patient, FIRE DISTRICT may utilize other appropriate resources or transport service to meet the patients transport needs. Under no circumstances will REACH have any liability to any third party (including any patient requiring transport) or to FIRE DISTRICT for any flight request that is declined by REACH, regardless of the reason therefor.
18. **Program Administration, Oversight and Advisory Services.** FIRE DISTRICT will designate one liaison or designee to assist REACH with the administration and oversight of operations for the PROGRAM. Such supervisory, advisory and administrative management services will include establishing and maintaining dispatch and communication center relationships, assisting with obtaining county permits and approvals, establishing appropriate measurement/metric systems, providing fire related

and incident command training to REACH employees, providing the necessary IT and communications equipment support, and assist in general business development. FIRE DISTRICT will designate one Public Information Officer (PIO) as the primary individual responsible for all marketing, education, and public relations work specific to the PROGRAM. All marketing, education, and public relations related to the PROGRAM shall be mutually agreed upon, in writing, by the PARTIES prior to commencement of the activity(s). Personnel provided by FIRE DISTRICT shall be either an employee(s) or contractor(s) of FIRE DISTRICT and under the control of FIRE DISTRICT. REACH will reimburse FIRE DISTRICT not to exceed \$8,500 per month (payable via wire transfer by the fifth day of each month after the services were provided and upon receipt of an invoice; amount) for the cost of providing these supervisory, advisory and administrative duties related to the PROGRAM. The monthly payment will increase no greater than 6% annually based on the Consumer Price Index (Bay Area) starting in 2026. REACH shall be invoiced on a monthly basis by FIRE DISTRICT for its for supervisory, advisory and administrative services rendered in the previous month. In each monthly invoice, FIRE DISTRICT shall include a brief description of the services, date of services, and personnel providing the services. FIRE DISTRICT warrants and represents that this fee is at or below the cost of the program administration and services provided to REACH. For clarity and avoidance of doubt, if FIRE DISTRICT cannot or does not provide services for any particular month, there shall be no payment owed by REACH for that month.

19. **Utilization of Corporate Identity or Likeness.** REACH and FIRE DISTRICT will use their commercially reasonable efforts to participate in mutually beneficial public relations and marketing activities. Neither REACH nor FIRE DISTRICT will utilize the other party's markings or identities without the express written permission from the other party. REACH will allow FIRE DISTRICT to place FIRE DISTRICT's identity on the aircraft used pursuant to this AGREEMENT, provided REACH will only use FIRE DISTRICT's trade names, trademarks, and logos in accordance with this AGREEMENT. All marketing materials of REACH that names or makes reference to FIRE DISTRICT or the FIRE DISTRICT trade names, trademarks and logos must be approved in writing by FIRE DISTRICT prior to distribution.

20. **Aircraft Branding.** Given the nature of this agreement, the parties believe a co-branded aircraft is mutually beneficial to each. As such, REACH and FIRE DISTRICT will jointly brand the helicopter to be operated pursuant to this agreement. The Helicopter will be decaled with the FIRE DISTRICT logo, utilizing vinyl or similar type material, in a style and color-scheme that is mutually agreed upon by REACH and FIRE DISTRICT; provided, REACH will clearly be identified as the owner and operator of the Helicopters. The FIRE DISTRICT mark will continue to be owned by FIRE DISTRICT. FIRE DISTRICT hereby exclusively licenses to REACH the use of such mark for air ambulance services. FIRE DISTRICT may terminate the mark license granted to REACH for use of the mark upon 90 days' written notice to REACH. In the event the logo or color scheme is changed at FIRE DISTRICT behest, FIRE DISTRICT shall bear all costs associated with the change.

21. Relationship of the Parties. REACH is an independent contractor of FIRE DISTRICT in the furnishing of REACH employees to FIRE DISTRICT to serve as nurses, pilots, paramedics and mechanics, and for the FLIGHT SERVICES to be provided pursuant to this AGREEMENT. FIRE DISTRICT is an independent contractor of REACH in the furnishing of FIRE DISTRICT employees to REACH to serve as the firefighters and paramedics. Nothing in this AGREEMENT is intended or shall be construed as creating any kind of partnership, joint venture, or agency relationship between parties. Each Party shall be solely responsible for the wages and benefits of its employees.

22. Term. Subject to the termination provisions of this Agreement, this AGREEMENT is effective for a period of two (2) years, commencing on the EFFECTIVE DATE, and terminating on the anniversary of the EFFECTIVE DATE (the "INITIAL TERM", and together with any extensions, the "TERM"). Upon completion of the initial term, this AGREEMENT shall automatically renew for an additional period of one (1) year, unless either party provides one hundred twenty (120) days written notice of non-renewal. Both parties may agree in writing to extend the contract for an additional time period agreed upon by both parties. Notwithstanding anything herein to the contrary, this AGREEMENT may be terminated by either party at will and without cause with one hundred twenty (120) days prior written notice to the other party. The terms of this AGREEMENT apply until the date of termination (not the date of notice of either party's notice of intent to terminate) to the other party. If the AGREEMENT is terminated for any reason, both parties agree to promptly return all physical and/or intellectual properties to the other party and all FIRE DISTRICT trade names, trademarks and logos will be removed from the aircraft and flight suits.

23. Representations, Warranties and Covenants of REACH, REACH hereby represents, warrants and covenants as follows:

23.1. Organization. REACH is a limited liability company duly organized, validly existing, and in good standing under laws of the State of California, and has the power and authority to execute, deliver and perform its obligations under this AGREEMENT. REACH is qualified and authorized to do business in the State of California.

23.2. Authorization. The execution, delivery and performance of REACH of this AGREEMENT have been authorized by all necessary limited liability company action on the part of REACH.

23.3. FAA Regulations. REACH shall comply with all regulations of the FAA pertaining to air medical transport services being furnished by REACH under this AGREEMENT and, in that connection, REACH represents that each FLIGHT TEAM MEMBER is properly licensed and certified and meets the minimum requirements as set forth in the applicable FAA regulations, and any requirements of the EMSA and LEMSA.

23.4. Compliance. REACH represents and warrants to FIRE DISTRICT that each nurse, pilot, paramedic and mechanic provided pursuant to this AGREEMENT is properly licensed and certified and will meet the minimum requirements of all applicable regulatory agencies

and that all federal, state and local laws and regulations with respect to the FLIGHT TEAM MEMBERS have and will continue to be adhered to by REACH throughout the TERM of this AGREEMENT. In addition to complying with the FAA regulations referenced in section 6.3, REACH shall comply with all federal, state and local laws and regulations applicable to REACH's operation of the PROGRAM and the FLIGHT SERVICES provided by REACH under this AGREEMENT.

24. Representations, Warranties and Covenants of FIRE DISTRICT.

24.1.Organization. FIRE DISTRICT is a subsidiary fire protection district established and operating pursuant to the California Fire Protection District Law of 1987 (California Health and Safety Code section 13800 et seq.), in good standing under the laws of the State of the California, and has the power and authority to execute, deliver and perform its obligation under this AGREEMENT.

24.2.Authorization. The execution, delivery and performance of FIRE DISTRICT of this AGREEMENT. have been authorized by all necessary government action on the part of FIRE DISTRICT.

24.3.Compliance. FIRE DISTRICT represents that each firefighter and paramedic provided pursuant to this AGREEMENT is or will be properly licensed and certified and will meet the minimum requirements of all applicable regulatory agencies and that all federal, state and local law and regulations with respect to the firefighters and paramedics have and will continue to be adhered by FIRE DISTRICT throughout the TERM of this AGREEMENT.

25. REACH and FIRE DISTRICT Insurance Requirements.

25.1. REACH Policies and Amounts. REACH shall maintain the following minimum insurance coverages and name FIRE DISTRICT as an additional insured (with exceptions of workers compensation and professional liability); waive underwriters' right of subrogation; and endeavor to provide FIRE DISTRICT thirty {30} days' notice of cancellation:

25.1.1. Professional medical liability insurance for the acts and omissions of REACH employees (including REACH employees that are FLIGHT TEAM MEMBERS in the performance of their duties pursuant to this AGREEMENT) in amounts of not less than \$10,000,000.00 per single occurrence.

25.1.2. Aircraft liability insurance covering injuries to patients or third parties and damage to property in the amount of not less than \$50,000,000.00 for any one accident or series of accidents arising out of any one event. Such aircraft insurance excludes medical malpractice coverage. FIRE DISTRICT shall be named as an additional insured on said aircraft liability insurance.

25.1.3. Workers compensation insurance for its employees at California statutory limits.

25.1.4. Automobile liability insurance in the amount of at least \$2,000,000 to cover a vehicle owned, leased or rented by REACH and driven by REACH employees for transporting the FLIGHT TEAM MEMBERS and MEDICAL CREW.

1.1 FIRE DISTRICT's Policies and Amounts. FIRE DISTRICT shall: maintain the following minimum insurance coverages; and, to the extent of FIRE DISTRICT's indemnification obligations, ensure that all such policies of insurance name REACH as an additional assured (with exceptions of worker's compensation and professional liability); waive underwriters' right of subrogation; state that such coverages are primary to any coverages maintained by REACH, and endeavor to provide REACH thirty (30) days' notice of cancellation:

25.1.5. Professional medical liability insurance for the acts and omissions of FIRE DISTRICT's employees (including FIRE DISTRICT employees that are FLIGHT TEAM MEMBERS in the performance of their duties pursuant to this AGREEMENT) in amounts of not less than \$10,000,000.00 per single occurrence.

25.1.6. Workers compensation insurance for its employees at California statutory limits.

25.1.7. Automobile liability insurance in the amount of at least \$2,000,000 to cover a vehicle owned, leased or rented by FIRE DISTRICT and drive by FIRE DISTRICT's employees for transporting the FLIGHT TEAM MEMBERS and MEDICAL CREW. FIRE DISTRICT may satisfy the foregoing insurance requirements through a program of self insurance.

25.2. Certificates of Insurance. Each party will provide certificate(s) of insurance specifying coverages, limits and endorsements of insurance required *above* at or prior to the effective date of this AGREEMENT, upon renewal/replacement of the aforesaid policies and whenever requested by the other party.

26. Indemnification.

26.1. REACH's Indemnification Obligations. REACH shall defend, protect, indemnify and hold harmless FIRE DISTRICT, its directors, officers, and employees, from every kind of character damages, losses, liabilities, expenses, demands or claims (collectively "LOSSES") arising out of, connected with, incident to, or resulting from REACH's performance of this AGREEMENT, to the extent but only to the extent that LOSSES are caused or claimed to be caused by the negligent acts or omissions, or willful misconduct of REACH, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. REACH's indemnification obligations hereunder shall not be diminished in any regard if such LOSSES were caused in part by the concurrent or joint negligence of FIRE DISTRICT; provided, however, that, in the event of joint or concurrent negligence or other legal fault of FIRE DISTRICT and REACH, REACH's indemnification obligations hereunder shall be limited to REACH's allocable share of such joint or concurrent negligence or other fault.

26.2. FIRE DISTRICT's Indemnification Obligations. FIRE DISTRICT shall defend, protect, indemnify and hold harmless REACH, its directors, officers, and employees from LOSSES arising out of, connected with, incident to, or resulting from FIRE DISTRICT'S performance of this AGREEMENT, to the extent but only to the extent that LOSSES are caused by the negligent acts or omissions, or willful misconduct of FIRE DISTRICT, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. FIRE DISTRICT's indemnification obligations hereunder shall not be diminished in any regard if

such LOSSES were caused in part by the concurrent or joint negligence of REACH; provided, however, that, in the *event* of joint concurrent negligence or other legal fault of REACH and FIRE DISTRICT, FIRE DISTRICT's indemnification obligations hereunder shall be limited to FIRE DISTRICT's allocable share of such joint or concurrent negligence or other fault.

26.3 Procedures. REACH and FIRE DISTRICT shall promptly notify the other party of the existence of any claim giving rise to an indemnification obligation. The party obligated to indemnify the other party (the "INDEMNITOR") shall select, manage, and pay the legal defense costs as a part of its indemnification obligation, including any settlement and/or judgement amounts awarded. The party being indemnified (the "INDEMNITEE") shall have the right, at its option and sole expense, to participate in the defense or claim without relieving the INDEMNITOR of any obligation hereunder. The INDEMNITEE shall cooperate and comply with all reasonable requests that the INDEMNITOR may make in connection with the defense and any settlement.

26.4 Duration. The obligations under this Section 25 shall continue after the termination of this AGREEMENT, and the rights and obligations under this Section 25 shall inure to the benefit of the successors and permitted assigns of REACH and FIRE DISTRICT.

27. Miscellaneous.

27.1. Force Majeure. Neither party shall be liable to the other party for a failure to perform its respective obligations under this AGREEMENT if and to the extent that such failure results from the causes beyond the non-performing party's reasonable control, including without limitation, governmental regulations, labor strike, lockouts, riots, fires, pandemics, floods or other weather conditions, natural disaster, acts of god, acts of governmental body or agency (collectively "FORCE MAJEURE"). If either party is unable to perform as a result of FORCE MAJEURE, it shall promptly notify the other party in writing of the beginning and estimated ending of each such period. If any period of FORCE MAJEURE continues for thirty (30) days or more, the party not so failing in performance shall have the right to terminate this AGREEMENT upon written notice to the other party. Notwithstanding anything contained herein to the contrary, if FORCE MAJEURE prevents REACH from using its primary aircraft to perform FLIGHT SERVICES, REACH shall, to the extent it has suitable aircraft available for the purpose of this AGREEMENT, provide a backup aircraft to perform the FLIGHT SERVICES during the period of FORCE MAJEURE.

27.2. Healthcare Compliance Matters. Each party represents and warrants that it, and any individual providing services on its behalf hereunder, is not currently listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in any federal health care program (as defined under 42 USC §1320a-7b(f), and hereinafter referred to as "FEDERAL HEALTH CARE PROGRAM"). In performing its obligations under this Agreement, neither party shall employ, contract with, or otherwise use items from, or the services of, any individual or entity whom it knows or should have known, (i) has been convicted of a criminal offense related to healthcare (unless the individual has been reinstated to participation in Medicare and all other FEDERAL HEALTH CARE PROGRAMS after being excluded because of the conviction), or (ii) is currently listed by a Federal agency as excluded, debarred, or

otherwise ineligible for participation in any FEDERAL HEALTH CARE PROGRAM. Each party agrees that upon becoming aware of an entity or individual which it employs, contracts with, or has a relationship in which it uses the entity's or individual's items or services in performing its obligations under this AGREEMENT, being (i) convicted of a criminal offense related to healthcare, or (ii) listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in any FEDERAL HEALTH CARE PROGRAM, it shall promptly notify the other party.

27.3. Compliance with Laws. In performing its obligations under this AGREEMENT, each party will comply, and will cause its employees to comply with the requirements of all applicable Laws, including those that pertain to the confidentiality of patient information. Without limiting the foregoing, each party agrees to timely comply with the Health Insurance Portability and Accountability Act (HIPAA) and all regulations promulgated thereunder, as amended from time to time. Each party will take such actions as are reasonably requested by the other party to achieve HIPAA compliance relative to this AGREEMENT. In addition, the parties shall comply fully with all applicable state and federal laws and regulations, including but not limited to The Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, and all applicable state and federal fraud and abuse laws and rules. If any terms or conditions of this Agreement are determined by any court or by the Office of the Inspector General of the U.S. Department of Health and Human Services to be contrary to any such statutes or regulations, the parties agree to promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations. Additionally, the parties hereto agree that any patient transfers shall be in compliance with the Emergency Medical Treatment & Labor Act (42 U.S.C. 1395dd et seq.) and any amendments thereto, and such other requirements as may be imposed by the U.S. Secretary of Health and Human Services, and any applicable state transfer laws.

27.4. Each party shall promote full compliance with all applicable laws and foster a culture designed to prevent, detect and resolve instances of misconduct. Each party agrees to cooperate with the administration of the other party's compliance program during the term of this Agreement. Such cooperation shall include reasonable participation in training, providing access to necessary billing documentation, participating in contract and claims audits and other aspects of the other party's compliance program and upon request, cooperating and assisting during any internal compliance review, investigation and/or audit. Each party shall promptly notify the other party of any violation of the other party's compliance policies and procedures or any applicable law or regulation of which such party becomes aware of during the term hereof. Each party shall cooperate with the other party in responding to and resolving any compliance investigation, inquiry or review initiated by a governmental agency, third party payor or other organization.

27.5. Default. A material breach by either party of any representation, warranty or covenant contained in this AGREEMENT or failure of either party to comply with any material terms or conditions set forth in this AGREEMENT shall constitute an event of default ("DEFAULT").

27.6. Termination. Either party may terminate this AGREEMENT if the other party fails to cure a DEFAULT within thirty (30) days after the non-defaulting party provides the defaulting party written notice describing the DEFAULT (the "CURE PERIOD"), unless the defaulting party cures the DEFAULT prior to the expiration of the CURE PERIOD. Further, this AGREEMENT may be terminated by reason of FORCE MAJEURE, as set forth in Section 26.1 above. In addition, either party may terminate this agreement for convenience rights with 120 days notice.

27.7. Severability. In the event that any provision of this AGREEMENT is determined to be unlawful, such provision shall be deemed to be severed herefrom, and of no force and effect, but shall in no way affect the remaining provisions set forth herein.

27.8. Assignment. Neither party may assign this AGREEMENT, in whole or in part, without the prior written consent of the other party.

27.9. Waiver. The waiver by one party of any breach or failure of the other party to perform any covenant or obligation contained in this AGREEMENT shall not constitute waiver of any subsequent breach or failure.

27.10. Entire Agreement. This AGREEMENT and any exhibits or schedules attached thereto or referred herein, represent the entire AGREEMENT between parties, with respect to the subject matter hereof, all other prior agreements being superseded, and this AGREEMENT shall not be modified except in writing and signed by both parties.

27.11. Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California.

27.12. Notice. All notices relating to this AGREEMENT shall be deemed given when mailed, by certified or registered mail, or overnight courier, to the other party at the address set forth below or such other address as may be given in writing from time to time.

Unless another address is specified in writing, notices, demands and communications to the parties shall be sent to the addresses indicated below:

Notices to FIRE DISTRICT:

ATTN: Geoff Belyea, Fire Chief
911 Donaldson Way E.
American Canyon, CA 95403
Telephone: 707-653-3007
Email: gbelyea@amcanfire.com

Notices to REACH:
ATTN: Sean Rogoff
841 Latour Ct.
Napa, CA 94558
Telephone: 760-797-5287
Email: sean.rogoff@gmr.net

with a copy to:
Attn: Law Department
c/o Global Medical Response, Inc.
6363 S. Fiddlers Green Circle, Suite 1500
Greenwood Village, CO 80111
Telephone:
Email: legal@gmr.net

27.13. Recitals. The recitals contained in the first portion of this AGREEMENT are part of this AGREEMENT.

IN WITNESS HEREOF, the parties, through their respective undersigned authorizes officers, have duly executed this AGREEMENT as of the day and year first written above.

[Signature Page to Follow]

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

FIRE DISTRICT:

REACH:

AMERICAN CANYON FIRE PROTECTION DISTRICT

REACH AIR Medical Services, LLC

By: _____
Name: Leon Garcia
Title: American Canyon Fire Protection Board Chair

By: _____
Name: Sean Russell
Title: Region President

EXHIBIT A¹*

**Cal OES Prepositioning and Assistance by Hire
("ABH") Contract Work**

A. Cal OES Prepositioning.

1. The FIRE DISTRICT will endeavor to have aerial reconnaissance assets included in any prepositioning events to include weather events that may result in threats to public safety, subject to approval by the California Office of Emergency Services (CalOES). If REACH assets and program personnel are included in any preposition incident, the FIRE DISTRICT shall notify the REACH base of such commitment of resources and base personnel shall make program assets and personnel available as outlined in the preposition request.
2. REACH agrees to operate all prepositioned assets and personnel in a manner consistent with its operational control and FIRE DISTRICT direction and approvals, including responding to incidents in adjacent operational areas resulting from weather events that may pose a threat to public safety.
3. During the time REACH assets are operating under the prepositioning commitment, Aircraft shall not be used for inter-facility transfers but may be utilized for scene call requests.
4. Missions flown outside of the prepositioning incident profile are permitted with prior Duty Chief approval, recognizing that at all times the aircraft shall remain under the complete control of REACH Air Medical Services. Additionally, missions flown outside of the prepositioning incident profile shall have the start and end time of the mission documented and the total time shall be deducted from the preposition reimbursement process. All missions flown within the preposition incident profile shall have accurate dispatch and return- to-service times recorded for proper reimbursement requests based on the reimbursement rate structure approved by CalOES.
5. Reimbursement rates for aircraft, fuel, standby time, flight time, crew and personnel shall be based on the CalOES approved rates as confirmed between the FIRE DISTRICT and CalOES as shown in this exhibit. These rates shall be updated annually and communicated to REACH management on July 1, or whenever the rates are changed as a result of CalOES reimbursement protocols and policy changes.
6. REACH agrees to provide, operate, maintain, and respond a fuel tender as necessary and as may be required.
7. The FIRE DISTRICT shall complete and submit all required reimbursement documentation to CalOES in a timely manner. The FIRE DISTRICT shall compensate REACH for the actual amount reimbursed by CalOES for FLIGHT SERVICES. Compensation shall not exceed the amount reimbursed by CalOES. Compensation to REACH for the preposition work performed shall occur only after the FIRE DISTRICT receives reimbursement from CalOES. The FIRE DISTRICT shall retain the associated administrative fee for management of all CalOES prepositioning events.

¹ This Exhibit A including, rates, may updated annually by the Parties in a writing signed by the Parties.

8. The District shall forward payment for pre-position work within 60 days of District receiving payment from CalOES, pursuant to the District's current CalOES rate schedule. The District shall retain the administrative fee portion of the reimbursement from CalOES.

9. CalOES Reimbursement Rates for Aircraft as of the Effective Date are:

- \$4750 per hour for a total of four hours per 24-hour period.

All rates are wet and inclusive of staff. All rates may be adjusted annually as required.

B. Call When Needed (CWN) and Assistance by Hire (ABH) Contract Work.

1. The FIRE DISTRICT acknowledges certain assets of the air program may be contracted by CALFIRE for CWN or ABH work.
2. REACH agrees to operate all assets and personnel under a CWN (F42 process) or ABH contract in a manner consistent with FIRE DISTRICT direction and approvals. REACH is responsible for the maintenance and operation of the required fuel tender pursuant to any CWN or ABH requirements.
3. During the time REACH assets are operating under the CWN or ABH commitment, Aircraft shall not be used in a manner inconsistent with the requirements for readiness or mission conflict as outlined in the CWN or ABH contract.
4. Missions flown outside of the CWN or ABH profile shall have the start and end time of the mission documented and the total time shall be deducted from the CWN or ABH reimbursement process. All missions flown within the CWN or ABH profile shall have accurate dispatch and return-to- service times recorded for proper reimbursement requests based on the reimbursement rate structure approved by Cal Fire.
5. Reimbursement rates for aircraft, fuel, standby time, flight time, crew and personnel shall be based on the Cal Fire approved rates as confirmed between the FIRE DISTRICT and Cal Fire as shown below. These rates shall be updated annually and communicated to REACH management on July 1, or whenever the rates are changed as a result of Cal Fire reimbursement protocols and policy changes.
6. REACH agrees to provide, operate, maintain, and respond a fuel tender as necessary and as may be required.
7. The FIRE DISTRICT shall complete and submit all required reimbursement documentation to Cal Fire in timely manner. The FIRE DISTRICT shall compensate REACH for the actual amount reimbursed by Cal Fire. Compensation shall not exceed the amount reimbursed by Cal Fire. Compensation to REACH for the CWN or ABH work performed shall occur only after the FIRE DISTRICT receives reimbursement from Cal Fire. The FIRE DISTRICT shall retain an administrative fee of no more than 10% of the reimbursed amount from Cal Fire.
8. The District shall forward payment for CWN or ABH work within 60 days of District receiving payment from Cal Fire or U.S. Forest Service, pursuant to the District's current CalOES rate schedule.

9. Cal Fire OES Reimbursement Rates for Aircraft as of the Effective Date are:

- Standby \$4750 per hour

*All rates are wet and inclusive of staff

EXHIBIT B
RATE SCHEDULE

Hourly Reimbursable Rate: \$1750 with no greater than 6% Consumer Price Index (Bay Area) annual increase starting in 2026