



SPECIAL AMERICAN CANYON FIRE PROTECTION DISTRICT MEETING

AGENDA

4381 Broadway, Suite 201, American Canyon

December 21, 2021

5:15 PM

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

Consistent with Government Code Section 54953 and to permit social distancing there will be no physical or in-person meeting location available to the public. Instead, the meeting will be accessible, and members of the public may participate and give public comment, via teleconference by one of the following methods:

Verbal via Zoom: 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 directly to the legislative body during the meeting, connect via Zoom and follow the instructions given. <http://zoom.us/join> or by calling 1-669-900-6833. Please mute all audio devices and do not use the speakerphone to prevent echoing.

Zoom ID: 886-0652-3471 Passcode: 043671

Written comments Via eComments: The eComments link is located on the Meetings & Agenda's page of our website [here](#). Comments received before 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.

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 Fire Executive Assistant (707) 551-0653 or email at mmanuelos@amcanfire.com.

This meeting will be broadcast live to residents on Napa Valley TV at [here](#) and on YouTube [here](#).

AGENDA MATERIALS: Board agenda materials, are released less than 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 to mmanuelos@amcanfire.com. Include your name, address, phone number and brief description of the requested materials, as well as you preferred alternative format or auxiliary aid, at least three calendar days before the meeting.

5:15 P.M. OPEN SESSION

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

- 1. District Board [Minutes of November 30, 2021](#).**
Recommendation: Approve the minutes of the Regular Fire District Board meeting of November 30, 2021.
- 2. District Counsel [Closed Session Report of August 24, 2021 Fire District Board Meeting](#)**
Recommendation: Approve the District Counsel Closed Session Report of August 24, 2021 Fire District Board Meeting.
- 3. [Consideration and possible approval of First Amendment to Emergency Ambulance Services and Fire Department First Responder Advanced/Support System performance between American Canyon Fire Protection District and American Medical Response West.](#)**
Recommendation: It is recommended that the District Board of Directors approve District Resolution 2021-26 approving the First Amendment to the existing Emergency Medical Services Agreement between the American Canyon Fire Protection District and American Medical Response West.

BUSINESS

None

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, Michael P. Cahill, 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.

Michael P. Cahill, Fire District Chief

**American Canyon Fire Protection District
Board Meeting**

ACTION MINUTES
November 30, 2021

Consistent with Government Code Section 54953 and to permit social distancing, there will be no physical or in person meeting location available to the public. Instead, the meeting will be accessible, and members of public may participate and give public comment, via teleconference.

AGENDA

5:30 P.M. CLOSED SESSION

Present: Chairman Leon Garcia; Vice-Chair Mark Joseph; Board Members Mariam Aboudamous; and David Oro; Pierre Washington

PUBLIC ADDRESS – CLOSED SESSION ITEMS

Written Comments: None

Oral Comments: None

AMERICAN CANYON FIRE PROTECTION DISTRICT CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation
Pursuant to Government Code Section 54956.9(d)(2)
Three Matters.

2. Real Property Negotiations
Pursuant to Government Code Section 54956.8
Negotiator: Fire Chief Michael P. Cahill
Property Location: APN 059-020-004 - 659 Napa Junction Road, American Canyon, CA

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

CALL TO ORDER

Meeting was called to order at 6:46 PM

PLEDGE OF ALLEGIANCE

Chairman Garcia led the Pledge of Allegiance

ROLL CALL

Present: Chairman Leon Garcia; Vice-Chair Mark Joseph; Board Members Mariam Aboudamous; and David Oro; Pierre Washington

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

District Counsel, William D. Ross, reported the Board of Directors convened at 5:34 p.m. in Open Session to address the matters agendized for Closed Session consideration. Closed Session concluded at 6:35 p.m. A written report will be provided by District Counsel on return from Closed Session consistent with Government Code 54957.1.

1. Conference with Legal Counsel – Anticipated Litigation
Pursuant to Government Code Section 54956.9(d)(2)
Three Matters.

2. Real Property Negotiations
Pursuant to Government Code Section 54956.8
Negotiator: Fire Chief Michael P. Cahill
Property Location: APN 059-020-004 - 659 Napa Junction Road, American Canyon, CA

PROCLAMATIONS AND PRESENTATIONS

3. Oath of Office and Badge Pinning for Firefighters Brad Bermann, Christina Breitenbuecher, Kyle Murchison, and Davis Pratt.

AGENDA CHANGES

There were no Agenda Changes.

PUBLIC COMMENT - ITEMS NOT ON THE AGENDA

There was no Public Comment

CONSENT CALENDAR – ACFPD

Action: Motion to approve CONSENT CALENDAR made by Board Member Oro, seconded by Board Member Washington, and Carried by roll call vote.

Ayes: Chairman Leon Garcia, Vice-Chair Mark Joseph; Board Members Mariam Aboudamous, David Oro, and Pierre Washington.

Nays: None

Abstain: None

Absent: None

4. **District Board Minutes of October 26, 2021**

Action: Approved Minutes of October 26, 2021 District Board Meeting.

5. **Approve Resolution 2021-23 regarding proposed District Board of Directors' meeting dates for calendar year 2022.**

Action: Adopted Resolution 2021-23.

6. **Approve Resolution 2021-24 allowing the District Board to continue to meet by Zoom teleconference.**

Action: Adopted Resolution 2021-24.

PUBLIC HEARINGS – ACFPD

None

BUSINESS

7. **Approve Resolution 2021-25 approving the proposed to conduct a Long-Range Master Plan with AP Triton.**

Action: Motion to adopt Resolution 2021-25 made by Board Member Oro, seconded by Board Member Washington, and Carried by roll call vote.

Ayes: Chairman Leon Garcia, Vice-Chair Mark Joseph; Board Members Mariam Aboudamous, David Oro, and Pierre Washington.

Nays: None

Abstain: None

Absent: None

FIRE CHIEF ORAL REPORT

Chief Cahill reported on the following:

1. Chief Cahill thanked the Board for approving the Long-Range Master Plan. He also shared with the Board that the District's Development Fees along with current and future funding needs for Fire Apparatus and Facilities will be considered in the work leading up to the Master Plan.
2. Chief Cahill stated that he is working with the ACCERT program along with Mr. Ross and Fire Administration to ensure that they are fully integrated into the Fire Department organizational structure.
3. Chief Cahill addressed the issue regarding the storage of liquified petroleum gas (LPG) railroad tanker cars adjacent to residential areas within American Canyon. He expressed his concern for this practice by the Railroad and intends on be working with the City and Mr. Ross to have these tanker cars removed as soon as possible to reduce the risk to our community.

CHAIR BOARD COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

Chairman Garcia stated he is looking forward to the upcoming holiday festivities.

ADJOURNMENT

Meeting was adjourned at 7:32 p.m.

CERTIFICATION

Michael P. Cahill
District Fire Chief/District Clerk

William D. Ross
David Schwarz
Kypros G. Hostetter

Law Offices of
William D. Ross
400 Lambert Avenue
Palo Alto, California 94306
Telephone: (650) 843-8080
Facsimile: (650) 843-8093

Los Angeles Office:

11420 Santa Monica Blvd
#25532
Los Angeles, CA 90025

File Nos: 199/6 & 199/3

December 7, 2021

VIA E-MAIL

The Honorable Leon Garcia, Chair
and Members of the Board of Directors
of the American Canyon Fire Protection District
4381 Broadway, Suite 201
American Canyon, CA 94503

Re: Report Upon Return from Closed Session; Virtual Regular Meeting of the American Canyon Fire Protection District Board of Directors; August 24, 2021;¹ and Special Meeting of the City of American Canyon, City Council

Dear Chair Garcia and Members of the Fire Board:

This communication sets forth reportable action, if any, of the Board of Directors (“Board”) of the American Canyon Fire Protection District (“District”), consistent with provisions of the Ralph M. Brown Opening Meeting Act (Government Code Section 54950, *et seq.*), resulting from the Closed Session of the Virtual August 24, 2021 City of American Canyon (“City”) City Council (“Council”) Special Meeting, consistent with Government Code Section 54957.1.

After convening in Open Session at 5:32 p.m., your Board adjourned to Closed Session at 6:35 p.m. after ascertaining that there were no public comments concerning the matters agendized for Closed Session.

There were three matters agendized for Fire District Closed Session consideration.

1. Conference with Legal Counsel – Anticipated Litigation
Pursuant to Government Code Section 5495
2. Real Property Negotiations – Pursuant to Government Code Section 54956.8
Negotiator: Fire Chief
Property Location: APN 029-020-004 – 659 Napa Junction Road, American Canyon, CA

¹ The American Canyon Fire Protection District (“Fire District”) is a California special district and a subsidiary special district of the City of American Canyon.

3. American Canyon Fire Protection District Labor Negotiations
Pursuant to Government Code Section 54957.6

With respect to Fire District Agenda Item No. 1., there was no reportable action consistent with the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

With respect to Fire District Agenda Item No. 2., there was no reportable action under the provisions of Government Code Section 54956.8.

With respect to Fire District Agenda Item No. 3., there was no reportable action as the matter was also agendized for Open Session consideration under Business Item No. 7. *See*, Government Code Section 54957.6.

The Board returned from Closed Session at 6:25 p.m. and convened in Open Session at 6:32 p.m. to address the matters agendized for Open Session consideration.

At the conclusion of the Fire Board Meeting, a Special Meeting of the City Council was held with respect to one Consent Item. After the Consent Item and the balance of the Open Session Agenda, the City Council agreed to add a Closed Session matter to the Agenda (5-0) to confer with Counsel regarding anticipated litigation pursuant to Government Code Section 54956.9(d)(2) (one matter), adjourning to Closed Session at 7:20 p.m.

There was one matter agendized for Closed Session consideration by the unanimous vote by the Council (5-0).

1. Conference with Legal Counsel – Anticipated Litigation
Pursuant to Government Code Section 54956.9(d)(2)

With respect to Closed Session Agenda Item No. 1., there was reportable action in the form of unanimous direction (5-0) to authorize indemnification of AC-1 and its agents and sub-contractors with respect to claims by adjacent property owners or those claiming interests in the City Right-of-Way or Public Utility Easement (“PUE”) for the balance of the PUE construction contract.

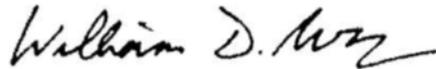
The Closed Session concluded at 7:28 p.m., where it was indicated that a written report upon return consistent with Government Code Section 54956.9(d)(2), would be prepared.

This communication should be reviewed under the Consent portion of the Agenda of your next Regular or Special Joint City Council/Fire Protection District Board Meeting.

The Honorable Leon Garcia, Mayor
and Members of the City Council
December 7, 2021
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Should you have questions concerning this Report, it may be taken off the Consent calendar when agendized in the future, or our office may be contacted in the interim.

Very truly yours,

A handwritten signature in black ink, appearing to read "William D. Ross". The signature is fluid and cursive, with a long horizontal stroke at the end.

William D. Ross
District Counsel/City Attorney

WDR:jf

cc: Jason B. Holley, City Manager
Maria Ojeda, Assistant City Manager
Taresa Geilfuss, City Clerk
Mike Durkee, Special Counsel

Mike Cahill, Fire Chief
Martha Banuelos, Fire Executive Assistant/Office Administrator



SPECIAL AMERICAN CANYON FIRE PROTECTION
BOARD MEETING AGENDA
DECEMBER 21, 2021

STAFF REPORT
CONSENT
ITEM NUMBER: 3.

TITLE

Consideration and possible approval of [First Amendment](#) to Emergency Ambulance Services and Fire Department First Responder Advanced/Support System performance between American Canyon Fire Protection District and American Medical Response West.

RECOMMENDATION

It is recommended that the District Board of Directors approve District Resolution 2021-26 approving the First Amendment to the existing Emergency Medical Services Agreement between the American Canyon Fire Protection District and American Medical Response West.

CONTACT

William D. Ross, District Counsel

BACKGROUND & ANALYSIS

American Medical Response West (“AMR”) has requested that the American Canyon Fire Protection District (“District”) consider and approve a First Amendment to the existing Agreement between AMR and the District, which is dated March 1, 2014. A copy of the proposed Amendment is enclosed as Exhibit “A” and a copy of the 2014 Agreement is attached as Exhibit “B.”

The critical portion of the 2014 Agreement is Section 7.1.3, which provides for surge ambulance and for use of that ambulance to respond within the District for twelve (12) calls per year, subject to certain provisions detailing additional reimbursement to the District.

Assembly Bill 389 (Chapter 460, Stats 2021) becomes effective January 1, 2022. It requires several actions of an involved County in authorizing and delivering emergency medical services, including adopting certain policies for existing contracts between a fire agency, such as the District and a private ambulance provider like AMR.

It is in the best interests of the District that the current 2014 Agreement be amended and in place prior to January 1, 2022 because of the additional requirements which AB 389 imposes on the County in administering the provision for emergency medical transport.

The proposed District Resolution, a copy of which is enclosed as Exhibit "C," would authorize the First Amendment to the 2014 Agreement.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

None

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

[Exhibit A - Proposed Amendment to 2014 Agreement](#)

[Exhibit B -2014 Agreement between the District and AMR](#)

[Exhibit C - Resolution 2021-26 Adopting the First Amendment to the 2014 Agreement](#)

EXHIBIT “A”

**FIRST AMENDMENT TO EMERGENCY AMBULANCE SERVICES AND FIRE DEPARTMENT
FIRST RESPONDER ADVANCED LIFE SUPPORT SYSTEM PERFORMANCE BETWEEN
AMERICAN CANYON FIRE PROTECTION DISTRICT AND AMERICAN MEDICAL
RESPONSE WEST**

THIS FIRST AMENDMENT TO EMERGENCY AMBULANCE SERVICES AND FIRE DEPARTMENT FIRST RESPONDER ADVANCED LIFE SUPPORT SYSTEM PERFORMANCE BETWEEN AMERICAN CANYON FIRE PROTECTION DISTRICT AND AMERICAN MEDICAL RESPONSE WEST (“First Amendment”) is made and entered into as of December 13, 2021 (“**Effective Date**”) by and between American Medical Response West dba American Medical Response or AMR (“AMR”) and American Canyon Fire Protection District (“District”). AMR and District are sometimes collectively referred to hereafter as the “**Parties**” and individually a “**Party**”.

Preliminary Statement

- A. The parties wish to amend the Agreement for Emergency Ambulance Services and Fire Department First Responder Advanced Life Support System Performance that they entered on **March 1, 2014 (“Agreement”)**;
- B. The parties wish to *extend the term of the Agreement*; and
- C. The parties wish to amend the Agreement on the terms and conditions set forth herein.

Agreement

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties incorporate the above recitals and agree as follows:

- 1. This Amendment shall be effective when executed by all parties as of the Effective Date.
- 2. The parties hereby amend the termination date of the Agreement as follows:
 - a. The Agreement shall terminate on March 1, 2022.
- 3. All other terms and conditions set forth in the Agreement remain unchanged.

By signing below, each party acknowledges that he/she has carefully read and fully understands this First Amendment to the Agreement, and each agrees to be bound by the terms of this First Amendment.

District:

AMR:

By: _____
Name: Leon Garcia
Title: Chair
Date: _____

By: _____
Name: Sean Russell
Title: Regional President
Date: _____

With a mandatory copy to:

Approved as to form:

William D. Ross, District Counsel

Global Medical Response
Attn: Law Department
6363 S. Fiddler's Green Circle, Ste 1400
Greenwood Village, CO 80111

EXHIBIT “B”

EMERGENCY AMBULANCE SERVICES
AND FIRE DEPARTMENT FIRST RESPONDER
ADVANCED LIFE SUPPORT SYSTEM PERFORMANCE
SPECIFICATIONS AGREEMENT

AMERICAN CANYON FIRE PROTECTION DISTRICT
AND
AMERICAN MEDICAL RESPONSE WEST

March 1, 2014

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EXHIBITS

1. Napa County-AMR Agreement and Exhibits

This Emergency Ambulance Services and Fire Department First Responder Advanced Life Support System Performance Specifications Agreement (the "Agreement"), effective March 1, 2014 is entered into by and between the American Canyon Fire Protection District ("District"), organized and existing as a California Special District under provisions of the Fire Protection District Law of 1987 (Health and Safety Code Section 13800 *et seq.*, the "Act") and a subsidiary special district of the City of American Canyon, and American Medical Response West, a California corporation doing business as American Medical Response ("AMR") (hereinafter District and AMR are collectively referred to as the "parties").

RECITALS OF AUTHORITY

WHEREAS, in order to further the Prehospital Emergency Care Personnel Act, Division 2.5 of the California Health & Safety Code, the District and AMR desire to enter into this Agreement to more effectively and efficiently provide Emergency Medical Services ("EMS") to residents within the District and the immediate area; and,

WHEREAS, Division 2.5 of the Health and Safety Code and the Act confer specific authorities and responsibilities on the District with regard to EMS; and,

WHEREAS, The County of Napa ("County") on or about April 13, 2011, issued a Request for Proposal (RFP) for Emergency Ambulance Services, Advanced Life Support Transport, and EMS System Performance Specifications for an Exclusive Operating Area (EOA), substantially the same as the County boundary RFP; and

WHEREAS, the RFP for the ambulance franchise resulted in competitive proposals for how the emergency medical services system could be improved in twenty-one (21) key performance areas, including strengthening the collaboration between the ambulance provider and other first responders, improving dispatch times between the ambulance provider and central emergency dispatch, and improving service in the smaller cities and communities across the County; and,

WHEREAS, on September 20, 2011 at a regular meeting, the County Board of Supervisors determined that AMR had submitted the proposal that best serves the overall interests of the County and attained the highest over-all point score; and,

WHEREAS, County and AMR entered into a performance-based Emergency Ambulance Services Advanced Life Support Transport and EMS System Performance Specifications Agreement (“County Agreement”) dated October 12, 2011 consistent with the terms and conditions of the RFP and AMR’s response (the “Proposal”); and,

WHEREAS, AMR and District desire to enter into this Agreement for the provision of EMS services within the District boundaries; which consistent with, and implementing the provisions of the County Agreement; and,

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties set forth in this Agreement, parties agree as follows, incorporating each of the Agreement Recitals within the Agreement:

ARTICLE I

DEFINITIONS

1.1 Definitions. For purposes of clarity and consistency, the definitions which are set forth in County Agreement Exhibit "2" and incorporated by this reference shall apply to this Agreement unless the context clearly requires a different meaning.

1.2 Statutory Definitions. The definitions included in California Code of Regulations, Title 22, Division 9, Chapters 1-9; California Code of Regulations, Title 13, Chapter 5, Article I and Division 2.5, Chapters 2-11 of the California Health and Safety Code, shall apply to this Agreement.

ARTICLE II

TERM; EXTENSIONS

2.1 Term of Agreement. This Agreement shall be effective as of 12:00 a.m. March 1, 2014, and shall be in force and effect for a period of three (3) years thereafter, until 11:59 p.m. February 28, 2017.

2.2 Earned Extension to Agreement. This Agreement shall automatically renew every five (5) years provided the County renews the Franchise. This Agreement shall automatically renew every five (5) years during the term of the County Agreement unless the District provides written notice to AMR of its intention not to renew this Agreement at least ninety (90) days prior to the expiration date of the initial three (3) year period or prior to the expiration of each subsequent five (5) year term.

ARTICLE III

CORE SERVICES WITHIN DISTRICT

3.1 AMR's Functional Responsibilities. In consideration of the exclusive right to provide emergency ambulance transport services, ALS and non-emergency, within the District's boundaries and within the County's EOA, AMR shall respond and provide emergency ALS ambulance services and non-emergency ambulance services, as notified by the County's designated medical dispatch center. Such services shall be provided in accordance with the requirements of this Agreement, the County Agreement, California State law, and implementing regulations.

3.1.1 Basic Services. AMR shall also perform the following basic services to the satisfaction of the District:

3.1.1.1 Around-the-Clock Services. AMR shall provide continuous, around-the-clock, emergency ambulance services, ALS and non-emergency, without interruption throughout the term of this Agreement. AMR shall be responsible for furnishing all emergency ambulance services for all residents and other persons physically present in the District. Such emergency ambulance services shall be provided at the paramedic level except for the limited exceptions of basic life support (“BLS”) level transport for non-emergency Priority 3-level events and BLS transports provided by qualified subcontractors in accordance with the County Agreement after assessment by the paramedic and a determination that the patient does not require ALS intervention or monitoring. The parties agree that after May 1, 2014, certain aspects of this Section regarding the provision of services may be subject to modification by the parties.

3.1.1.2 Compliance with County Agreement Proposal Terms. Unless otherwise modified or superseded herein, AMR shall comply with all the terms of the County Agreement, which is attached hereto as Exhibit “1” and incorporated herein by this reference. This includes support for the District’s ALS program as specified in this Agreement throughout the term of the County Agreement.

ARTICLE IV

AMR, DISTRICT AND JOINT RESPONSIBILITIES

4.1 AMR Responsibilities – Training and Prehospital Medical Care Quality Assurance.

4.1.1 ALS Status Training. As necessary, AMR will provide training to the District in order for the District to achieve ALS authorization by May 1, 2014. It is contemplated by the parties that once the District has achieved ALS status, the District will perform First Responder Advanced Life Support Services for EMS responses within the District’s boundaries. This training may include but is not limited to Policy Procedures and Protocol Updates, skills training, system familiarization, and any training required by Napa County Local Emergency Medical Services Agency (“LEMSA”).

4.1.2 Continuing Education. AMR will provide the continuing training necessary to maintain required certification/recertification of specialized classes which may include but are not limited to “Advanced Cardiac Life Support” (“ACLS”), “Pediatric Advanced Life Support” (“PALS”), “Prehospital Trauma Life Support” (“PHTLS”), and any other specialized skills, procedures, or certifications required by the LEMSA along with quarterly EMS continuing education topics at no cost to the District.

4.1.3 Arrange for and provide the services of a medical director to coordinate and oversee the clinical performance of the District under this Agreement.

4.1.4 Arrange for and provide the services of medical quality assurance for clinical performance of the District under this Agreement.

4.1.5 Provide paramedic training at no cost for existing District personnel through AMR’s Northern California Training Institute (“NCTI”) or equivalent local Community College. The maximum number of District personnel accepted for this training and education shall be one (1) per year.

4.2 District Responsibilities. The District shall meet the requirements of this Agreement as follows:

4.2.1 The District will have at least one (1) fully licensed and accredited paramedic on duty at all times to provide ALS first responder services.

4.2.2 Provide all personnel, equipment and supplies and services as necessary to meet the District’s obligations under the terms of this Agreement.

4.2.3 Permit the arrival times of District ALS first responders to be used by AMR in extending the transport ambulance response time standard as specified in the County Agreement.

4.2.4 Comply with Medicare rules applicable to parties who assist in providing medical services to federal beneficiaries, including but not limited to checking all paramedics against the list of excluded individuals maintained by the Office of Inspector General of the Department of Health and Human Services, and assuring that no excluded individual perform services hereunder. Such check shall be made prior to initiation of services hereunder for all existing paramedics, prior to employment, for all prospective paramedics that will provide service under this Agreement and on a periodic basis as agreed upon by AMR and the District hereafter.

4.2.5 Maintain and pay for all applicable and required state and local permits, licenses, certifications, accreditations and fees for its personnel, vehicles and equipment.

4.2.6 Ensure that all employees functioning as emergency medical technicians (“EMT’s”) are certified and that paramedics are appropriately State licensed and locally accredited continuously throughout the term of this Agreement. This shall include the District actively participating in the local EMS Agency committees and EMS System Quality Improvement Process, Critical Incident Stress Management Team, and adhering to any requirements and performance improvement plans needed to maintain quality patient care.

4.2.7 Provide copies of electronic patient care record systems (“ePCR”) and data regarding patient condition as reported at the time of dispatch within four (4) hours after the end of each shift during which services are performed. The District shall provide other reports as necessary to satisfy LEMSA requirements, to permit AMR to bill for ALS services rendered to patients transported and to meet other obligations as set forth in this Agreement and the County Agreement. The parties also agree to work in collaboration to initiate AMR’s ePCR solution (“FIREMEDS”) as part of the Districts documentation process. AMR will provide MEDS software and hardware at no cost to the District. The

District also agrees to work collaboratively with AMR should major changes in software and hardware for ePCR take place.

4.2.8 Adhere to the standards of medical control authority established by the LEMSA Medical Director and the EMS Agency, and comply with the medical control directives of the EMS Medical Director and Base Hospital physicians.

4.2.9 Equip each unit with communication devices necessary to communicate with the EMS base hospital, receiving facilities, the dispatch center, and AMR.

4.2.10 Assume responsibility for all costs associated with the operation of the District's equipment and personnel required to meet the terms of this Agreement. In addition, the District shall maintain its biomedical equipment, dispatch computer and communication devices and all related equipment to industry standards.

4.2.11 Provide AMR personnel assigned to American Canyon education including Incident Command System ("ICS") and specialized rescue training and response programs to acquaint AMR personnel assigned to American Canyon with the District's equipment, response system and disaster plan.

4.2.12 Allow AMR to activate the City's traffic signal preemption system ("Opticom"). The cost of installation and maintenance as well as proper use of Opticom emitters on AMR's vehicles shall be the responsibility of AMR. AMR agrees to list the City as an additional insured should AMR desire to gain access to the Opticom system. The Opticom system can only be used by AMR when acceptable terms and conditions are reached by both the parties through a separate agreement.

4.2.13 Maintain reasonable work schedules, shift assignments, and provide working conditions necessary to maintain safety and adequate patient care. The District is expected to employ management

practices which ensure that personnel working extended shifts, voluntary or mandatory overtime, are not exhausted to an extent which might impair judgment or motor skills.

4.2.14 The District agrees to cooperate with AMR in the scheduling of community events, public demonstrations, and presentations relative to the District's provision of services under this Agreement so that AMR may participate in such events, as determined by AMR.

4.2.15 The District shall cooperate fully with AMR and the EMS Agency in their performance of quality improvement activities including the sharing of clinical performance information as may be necessary, and otherwise comply with all applicable provisions of the County Agreement, including but not limited to, provisions related to data collection, equipment maintenance, grievance, and dispute procedures.

4.3 **Joint responsibilities.** Parties jointly agree to the following:

4.3.1 To cooperatively promote a positive relationship between the parties and to cooperatively enhance the delivery of EMS within the District's jurisdiction. News or information releases which involve the joint delivery of services of this Agreement shall not be made by either party without the consent of the other and shall comply with applicable law.

4.3.2 The parties may continue to explore collaborating in other ways to expand the delivery of EMS services within the District. In the event the parties decide on an expansion of the relationship, the parties may renegotiate the compensation and terms set forth in this Agreement.

4.3.3 Maintain positive working relationships with all groups and agencies, including law enforcement agencies, health care providers and the LEMSA. The District and/or AMR shall respond in a timely manner to inquiries and complaints involving the delivery of services associated with this Agreement. When any such inquiry, complaint, or any response thereto directly or indirectly relates to

AMR's performance of services or to this Agreement, the District shall coordinate any such response with AMR in advance. Likewise, when any such inquiry, complaint, or any response thereto indirectly relates to the District's performance of services or to this Agreement, AMR shall coordinate any such response with the District in advance.

ARTICLE V

OPERATIONS

5.1 Operations. The performance specifications set forth in this Agreement require and/or encourage improvements in the level of service currently being provided in the District.

5.1.1 AMR shall initially provide forty thousand dollars (\$40,000.00) to the District in annual support for the upgrade as written in its Proposal to the County. This amount shall be adjusted periodically by a percentage equal to the same Consumer Price Index ("CPI") used to calculate the increase in AMR's User Fees when such an adjustment is approved by the LEMSA. The District will staff one (1) unit at ALS level twenty-four (24) hours per day, seven (7) days per week. If during the term of the Agreement the District is able to staff more than one (1) ALS unit, AMR and the District will negotiate an increase in annual support commensurate with the increased level of service. The overall response time performance requirement for services under this Agreement is intended to ensure that the District makes an effort to respond to and arrive at incidents with an ALS resource in accordance with established standards. The District intends to meet County-established response times for ALS on scene within District boundaries. These response times are:

Urban: Priority 1 on scene in eight minutes, zero seconds (8.0), or less ninety percent (90%) of the time.

Priority 2 on scene in twelve minutes zero seconds (12.0), or less ninety percent (90%) of the time.

Rural: Priority 1 on scene in fifteen minutes zero seconds (15.0) or less ninety percent

(90%) of the time.

Priority 2 on scene in twenty-five (25) minutes zero seconds (25.0) or less ninety percent (90%) of the time.

Meeting these ALS first response times will allow ambulance arrival on scene to increase twenty-five percent (25%). Response times shall be calculated from the time District is alerted to the incident until the time the District arrives on scene with a staffed ALS resource.

Appropriate response time performance is the result of a coordinated effort of AMR's total operation and therefore, is solely AMR's responsibility. The District shall not be subject to any liability or penalties resulting from the District or AMR not meeting response time standards.

5.1.2 Should major changes (new defibrillators, software and hardware for ePCR, etc.), in medical technology be required by the LEMSA, AMR will have the responsibility to provide the required equipment to the District or to adjust the payment schedule listed in Section 5.1.1.

5.2 Independent Contractor. It is understood and agreed that the District is an independent contractor and that no relationship of employer-employee exists between the parties. Nothing herein shall make the District an agent of AMR, except that the District's ALS arrival on scene shall increase AMR's response time obligations under the County Agreement. The District shall be solely responsible for compensating its employees and for their acts or omissions. It is understood and agreed that AMR is an independent contractor and that no relationship of employer-employee exists between the parties. AMR is an independent agency and is not an employee of District. AMR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll-related tax for its employees, agents, etc. Nothing in this Agreement shall create any right or remedies in any third party. This Agreement is entered solely for the benefit of the District and AMR. AMR shall be solely responsible for compensating its employees and for their acts or omissions. Recognition of the District as a County ALS authorized provider is not contingent on this Agreement.

ARTICLE VI

DATA AND REPORTING REQUIREMENTS

6.1 Data and Reporting Requirements. The LEMSA requires AMR to provide detailed operational, clinical, and administrative data in a manner that facilitates its retrospective analysis and data reporting requirements.

6.1.1 Dispatch. The District will be provided access to all data maintained by the Computer Aided Dispatch (“CAD”) system as necessary to analyze demand and determine deployment procedures.

6.1.2 Essential Patient Care Record and Assignment Data. At no cost to the District, AMR shall provide the District with the County-approved ePCR mobile hardware and software that is NEMSIS and CEMSIS compliant. Within twenty-four (24) hours of any incident where a patient is involved, AMR and the District shall provide access to patient care records in computer readable format and suitable for statistical analysis for all Priority 1 and 2 ambulance responses which occur in the District’s boundaries. Records shall contain all information documented on the ePCR for all District EMS system responses including patient contacts, cancelled calls, and non-transport. AMR shall identify files or ePCRs for trauma transports (patients meeting trauma triage criteria). AMR shall be required to provide other data points, which may be reasonably requested, including any needed modifications to support EMS system data collection for the District.

6.1.3 Records. AMR shall complete, maintain, and provide to the LEMSA, as requested, adequate records and documentation to demonstrate its performance compliance and aid AMR and the District in improving, modifying, and monitoring the EMS system.

ARTICLE VII

EMS SYSTEM AND COMMUNITY

7.1 Participation in EMS System Development. District anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. District requires that AMR actively participate in EMS activities, committee meetings, and work groups. AMR agrees to participate and assist in the development of system changes; provided that the fiscal impact is agreed upon by AMR and District in writing. Neither party shall unreasonably withhold its agreement to the change if the fiscal impact is objectively reasonable.

7.1.1 First Responder Supply Exchange and Restock. AMR will restock the District vehicles used in the performance of this Agreement with disposable equipment and drugs required by local EMS protocols and utilized in the provision of direct patient care at no cost to the District.

7.1.2 Equipment and Supplies. AMR will permit the District to purchase supplies and equipment not provided under section 7.1.1 through AMR's equipment and supply system at AMR's pricing, to the extent provided by law and by AMR's supply contracts.

7.1.3 Surge Ambulance. A back up ambulance will be provided for the District to deploy in a manner that provides for District coverage and system enhancement. The surge ambulance is not intended to be utilized at the same frequency as other AMR emergency ambulances, but is intended to provide relief to the EMS system when a specific system ambulance draw down level is met. The District surge ambulance may be utilized under the following conditions: (a) qualified personnel are available to staff the surge ambulance; (b) AMR 911 ambulances are at level zero (0); (c) an AMR supervisor requests the surge ambulance from the on-duty District Cover Chief; or (d) a multi-casualty incident ("MCI") occurs and the surge ambulance is requested to the incident. It is the intent that for (b) and (c) above, the District surge ambulance will only respond to incidents occurring within the District or within the normal District response area outside of District boundaries. Under (d) the surge

ambulance may be requested for response anywhere in Napa County. The intent of the surge ambulance is to provide reliable ambulance response and service within the District during periods of ambulance draw down, allowing AMR resources to focus on other areas of the County that are low or without ambulance resources thereby providing a system-wide enhancement of service through a public/private partnership. AMR will provide a DOT – KKK Type 3 ambulance and remains the owner of the ambulance and responsible for insurance, maintenance, and repairs. The District is responsible for storing the surge ambulance at a fire station and for responding the surge ambulance when authorized, providing that the District has resources available. Any damage that occurs to the ambulance due to District negligence is the responsibility of the District. It is the intent that the surge ambulance will be activated no more than twelve (12) times per calendar year. If the surge ambulance is used in excess of twelve (12) times in a year, it will trigger a reopener of the Agreement and the District will be reimbursed \$500.00 per call in excess of twelve (12) calls. Responses of the surge ambulance to the scene of an MCI under (d) will not count against the twelve (12) calls per year. Nothing in this Agreement is intended to apply to the District’s use of the surge ambulance for training, special events or standby. The District and AMR will mutually agree on the paint and logo design on the surge ambulance, in accordance with applicable law.

7.1.4 In the event the parties decide on operational changes set forth in this Agreement, modifications of operations will be set forth in an amendment to this Agreement executed by the District Chief and the AMR General Manager.

ARTICLE VIII

ADMINISTRATIVE PROVISIONS

8.1 **No System Subsidy.** AMR will operate within the EMS system without any subsidy from the District

8.2 AMR Revenue Recovery. The primary means of AMR compensation is through fee-for-service reimbursement of patient charges.

8.3 Federal Healthcare Program Compliance Provisions. AMR shall comply with all applicable federal laws, rules and regulations relating to the operation or administration of its enterprise, ambulance services, and employees. This includes compliance with all laws and regulations relating to the provision of services to be reimbursed by Medicare, Medicaid, and other government funded programs.

8.4 Compliance Provisions. All services furnished by AMR under this Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations. It shall be AMR's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the services under this Agreement and to maintain compliance with those applicable standards at all times.

8.4.1 AMR shall indemnify and hold District harmless from any and all liability, fines, penalties and consequences from any failure by AMR to comply with such laws, ordinances, codes and regulations.

8.5 Market Rights. District shall not enter into agreements with any other provider for ground response to emergency notifications for ambulance service within District boundaries during the term of this Agreement. Furthermore, District will enforce AMR's exclusivity of ALS emergency transport services, ALS inter-facility and ALS standby services where prehospital care may be required within the District.

8.6 Accounting Procedures.

8.6.1 Audits and Inspections. AMR shall maintain separate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles. With

reasonable notification and during normal business hours, District shall have the right to review any and all business records including financial records of AMR pertaining to this Agreement.

8.7 Hold Harmless / Defense / Indemnification.

8.7.1 In General. To the fullest extent permitted by law, AMR shall hold harmless, defend at its own expense, and indemnify District and the elected and appointed officers, agents, employees and volunteers of District from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of AMR or its officers, agents, employees, volunteers, and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole gross negligence or willful acts of District or its officers, agents, employees or volunteers. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records, or communications that are protected under peer review privilege attorney-client privilege, or attorney work product privilege.

8.8 Termination.

8.8.1 Written Notice. This Agreement may be canceled immediately by written mutual consent. This Agreement may be terminated by either party without cause on three hundred sixty-five (365) days prior written notice to the other party.

8.8.2 Failure to Perform. Either party, upon written notice to the other of material breach (as defined in the County Agreement), may immediately terminate this Agreement should either party fail to perform properly any of its obligations. In the event of such termination due to breach by AMR, District

may proceed with the work, including response and continued provision of emergency Advanced Life Support services consistent with the Act, in any reasonable manner it chooses .

ARTICLE IX

GENERAL PROVISIONS

9.1 Assignment. AMR shall not assign any portion of this Agreement without written consent first obtained from the District and any assignment made contrary to the provisions of this Section may be deemed a default of this Agreement.

9.2 Permits and Licenses. AMR shall be responsible for and shall hold any and all required federal, state, or local permits or licenses required to perform its obligations under this Agreement. In addition, AMR shall make all necessary payments for licenses and permits for the services and for issuances of state and local certifications and permits for all ambulance vehicles used. It shall be entirely the responsibility of AMR to schedule and coordinate all such applications and application renewals as necessary to ensure that AMR is in complete compliance with federal, state, and local requirements for permits and licenses as necessary to provide the services pursuant to this Agreement. AMR shall be responsible for ensuring that its employees' state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

9.3 Retention of Records. AMR shall retain all documents pertaining to this Agreement for seven (7) years from the end of the fiscal year following the date of service; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, AMR shall make these records available to authorized representatives of the District, County, the State of California, and the United States Government.

9.4 Product Endorsement/Advertising. AMR shall not use the name of District for the endorsement of any commercial products or services without the expressed written permission of the District.

9.5 Rights and Remedies Not Waived. AMR covenants that the provision of services to be performed by AMR under this Agreement shall be completed without compensation from the District. The acceptance of work under this Agreement shall not be held to prevent the District's maintenance of an action for failure to perform work in accordance with this Agreement.

9.6 End-Term Provisions. AMR shall have ninety (90) days after termination of this Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close-out of this Agreement at the end of the term.

9.7 Dispute Resolution. Any issues of contention arising between the parties regarding medical protocol under this Agreement will be immediately reviewed under the County Agreement.

9.8 Notice of Litigation. AMR shall agree to notify District within twenty-four (24) hours of any material litigation or significant potential for material litigation of which AMR is aware.

9.9 Cost of Enforcement. If legal proceedings are initiated by any party to this Agreement, whether for an alleged breach of the terms or judicial interpretation thereof, the prevailing party to such action shall, in addition to all other lawful remedies, be entitled to recover reasonable attorney's fees, consultant and expert fees, and other such costs, to the extent permitted by the court.

9.10 Cooperation In The Event Of Legal Challenge.

9.10.1 In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity or any provision of this Agreement, the parties hereby agree to

affirmatively cooperate in defending said action. The parties desire to engage in an ongoing and joint effort to develop, facilitate, and cooperate in, their defense of the actions in a manner consistent with applicable law.

9.10.2 Communications and other exchanges of information in the joint defense effort undertaken by the parties are, or may be, attorney-client privileged and/or attorney work-product. The joint defense effort may also involve communications among the parties and their counsel for the purpose of furthering the parties' common defense strategy.

9.10.3 Information transmitted by and between the parties and their counsel, whether written, oral or in any other form, to facilitate the common defense of the parties in the respective actions filed against them, is intended to remain privileged and confidential and shall not be disclosed at any time to anyone other than (a) attorneys of record for the parties and their associates and support staff working on the actions, (b) inside counsel, if any, employed by each party and working on the actions, (c) independent consultants and/or experts retained by the parties, and (d) elected officials, directors, officers, employees and agents of the parties who are engaged in managing the litigation, except in connections with trial and related proceedings, or pursuant to court order or the written consent of the parties.

9.10.4 Upon request by a party, no party shall unreasonably withhold its consent to the disclosure of information exchanged pursuant to this Agreement. The terms of this Agreement shall not prevent any party, upon written notice to any objecting party, from seeking a court order permitting such disclosure or otherwise from exercising any of its rights pursuant to law. Said information is intended to be and shall be conclusively presumed to be privileged or protected pursuant to the joint defense privilege, and shall be perpetually protected from disclosure by the joint defense privilege, as well as by the attorney-client privilege, attorney work-product doctrine, and all other applicable rights or privileges.

9.10.5 The privileges and protection asserted pursuant to Section 9.10 of this Agreement may not be waived by any third party without the prior written consent of the other party.

9.10.6 Neither this Agreement nor any actions taken under it shall constitute, or be deemed to create, a conflict of interest should the interest of the District and AMR become adverse in connection with future litigation or proceedings. Each party and its counsel waives any right to seek the disqualification as counsel of any other attorney party to this Agreement based upon a communication of joint defense privileged or protected information.

9.10.7 Nothing herein is intended to nor shall be deemed to obligate any party to follow any particular course of action or to act other than in its own self-interest.

9.10.8 Each party retains the right to prosecute and defend claims and/or settle any claim or any action in its sole discretion.

9.10.9 This Agreement is intended to encompass any future related lawsuits filed or arbitration challenging this Agreement, or other document and action required for the approval of this Agreement.

9.10.10 Nothing herein is intended to nor shall be deemed to relieve AMR from its obligation to indemnify the District as provided in Section 8.7 of this Agreement.

9.11 Workers' Compensation. AMR shall provide Workers' Compensation insurance, at Contactor's own cost and expense and further, neither AMR nor its insurer shall be entitled to recover from District any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

9.12 Taxes. Payment of all applicable federal, state, and local taxes shall be the sole responsibility of AMR.

9.13 Documents and Materials. AMR shall maintain and make available to District for its inspection and use during the term of this Agreement all documents and materials applicable to this Agreement. This duty shall continue for three (3) years following termination or expiration of this Agreement. AMR shall not dispose of, destroy, alter, or mutilate such documents and materials, for three (3) years following termination or expiration of this Agreement.

9.14 Time of Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance. This requirement shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed by this Agreement.

9.15 Conflict of Interest/Confidentiality. The conflict of interest and confidentiality provisions below shall remain fully effective five (5) years after termination of this Agreement.

9.15.1 No Conflict of Interest. AMR covenants 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 services required under this Agreement. Without limitation, AMR represents to and agrees with District that AMR has no present, and shall have no future, conflict of interest in performing the services under this Agreement to District and to any other person or entity (including but not limited to any governmental agency) which has any interest adverse or potentially adverse to the District, as determined in the reasonable judgment of the Board of Directors.

9.15.2 Confidentiality. AMR agrees that any confidential information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the District shall be kept confidential and shall not be disclosed to any other person. AMR agrees to immediately notify District in accordance with this Agreement, if it is requested to disclose any confidential information made known to or discovered by it during the performance of or in connection with this Agreement.

9.16 Notices. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

9.16.1 Personal Delivery. When personally delivered to the recipient, notices are effective on delivery.

9.16.2 First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

9.16.3 Certified Mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

9.16.4 Overnight Delivery. When delivered by overnight delivery (e.g., Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

9.16.5 Telex or Facsimile Transmission. When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that: a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

9.16.6 Addresses for purpose of giving notice are as follows:

To District: American Canyon Fire Protection District
 911 Donaldson Way
 American Canyon, CA 94530
 Attn: District Chief

With Copy to: Law Offices of William D. Ross
400 Lambert St.
Palo Alto, CA 94306

To AMR: American Medical Response West
841 Latour Ct. Ste D
Napa, CA 94558
Attn: Bruce Lee, General Manager

With Copy to: Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, CO 80111

9.16.7 Effective Time of Notice. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

9.16.8 Change of Address. Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

9.17 Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

9.18 Entire Agreement. This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between the parties relating to the subject matter of this Agreement. This Agreement supersedes and merges all

previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof.

9.19 Headings. Headings herein are for convenience of reference only and shall in no way affect the interpretation of the Agreement.

9.20 Modification of Agreement. This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

9.21 Subcontracting/Assignment/Sale. AMR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without District's prior written approval, which shall not be unreasonably withheld or delayed. District may terminate this Agreement if American Medical Response West is sold or acquired or otherwise changes ownership without District's prior written consent to continuation of this Agreement under changed ownership. AMR shall be responsible for compliance by its subcontractors with all applicable the terms of this Agreement.

9.22 Survival. The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification, and Conflict of Interest, shall survive termination or expiration.

9.23 Severability. If a court of competent jurisdiction holds that any provision of this Agreement is illegal, unenforceable, or invalid in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

9.24 Fair Market Value. This Agreement has been negotiated at arm's length and in good faith by the parties. Nothing contained in this Agreement, including any compensation payable, is intended or

shall be construed: (i) to require, influence, or otherwise induce or solicit either party regarding referrals of business or patients, or the recommending/ordering of any items or services of any kind whatsoever to the party or any of its affiliates, or to any other person, or otherwise generate business between the parties to be reimbursed in whole or in part by any Federal Health Care Program, or (ii) to interfere with a patient's right to choose his or her own health care provider.

9.25 Choice of Law and Venue. This Agreement shall be governed by the laws of the State of California. AMR shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in any and all actions and proceedings between the parties hereto arising under or growing out of this Agreement. Venue for actions and proceedings between the parties related to this Agreement shall be Napa County Superior Court for state actions and the Northern District of California for any federal action.

9.26 HIPAA. Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and the regulations thereunder (collectively, "HIPAA"). All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

9.27 Compliance. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the Federal Anti-kickback statute.

9.28 Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provide services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in federal health care programs or in any other State or Federal Government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the

other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing services hereunder.

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement:

AMERICAN CANYON FIRE PROTECTION DISTRICT

AMERICAN MEDICAL RESPONSE WEST

By: Lean Garcia
President, Board of Directors

By: Edward Van Horne
EDWARD VAN HORNE, President

Dated: 2/27/14

Dated: 2/19/14

APPROVED AS TO FORM:
WILLIAM D. ROSS

William D. Ross
District Counsel

Dated: 2/17/14

APPROVED AS TO FORM:
WALTER J. LANDEN, JR.

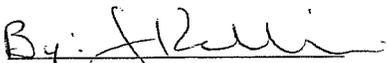
Walter J. Landen, Jr.
Associate General Counsel

Dated: 2/24/14

ATTEST: [Signature]
Clerk of the Board of Directors

This Agreement has been reviewed by the County of Napa for conformity purposes.

APPROVED AS TO FORM:

By: 

By: Minh Tran

Its: ~~Assistant~~ Napa County Counsel

ATTEST:

By: Gladys I. Coil

Its: Clerk of the Board of Supervisors

Date: _____

EXHIBIT “C”

RESOLUTION NO. 2021-26

A RESOLUTION OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT AUTHORIZING THE FIRST AMENDMENT TO THE EXISTING AGREEMENT THROUGH AND INCLUDING MARCH 1, 2022 OR AS MAY BE OTHERWISE AGREED/BETWEEN THE AMERICAN CANYON FIRE PROTECTION DISTRICT AND AMERICAN MEDICAL RESPONSE WEST

WHEREAS, the American Canyon Fire Protection District (“District”) is authorized under the Fire Protection District Law of 1987 to provide emergency medical services and ambulance transport; and,

WHEREAS, the District in 2014 agreed with American Medical Response West (“AMR”) in a document entitled “Emergency Medical Services And Fire Department First Responder Advanced Life Support System Performance Specifications Agreement” (the “2014 Agreement”) to facilitate emergency medical services training and to provide for surge ambulance coverage within the District to address emergency medical response issues; and,

WHEREAS, AMR has proposed to amend the 2014 Agreement under terms and conditions acceptable to the District through a first amendment to the 2014 Agreement.

NOW, THEREFORE, BE IT RESOLVED that the American Canyon Fire Protection Board of Directors approves:

1. The First Amendment to emergency ambulance service and fire department first responder advanced life support system performance between American Canyon Fire Protection District and American Medical Response West.

The foregoing resolution was PASSED, APPROVED AND ADOPTED at a regular meeting of the Board of Directors of the American Canyon Fire Protection District, held on the 21st day of December, 2021 by the following vote:

Chairman L. Garcia: _____

Vice Chair M. Joseph: _____

Board Member D. Oro: _____

Board Member M. Aboudamous: _____

Board Member P. Washington: _____

Dated: _____

Leon Garcia, Board Chairman

ATTEST:

_____, District Clerk

APPROVED AS TO CONTENT:

Mike Cahill, Fire Chief

APPROVED AS TO FORM:

William D. Ross, District Counsel