



AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD MEETING

AGENDA

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

May 24, 2022

6:30 PM

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

Amended Agenda:

The agenda was amended to correct how the meeting will be conducted. The meeting will be conducted both in person at City Hall and also via Zoom Teleconferencing.

Consistent with Government Code Section 54953 and the American Canyon Board of Directors Resolution Declaring the Existence of a Local Emergency due to the COVID-19 Pandemic, Board of Directors and other public meetings will be conducted both in person at City Hall, 4381 Broadway, Suite 201, and also via Zoom Teleconferencing to promote local and federal guidelines and social distancing recommendations for the containment of the coronavirus. This meeting will be broadcast live to residents on Napa Valley TV [here](#) and on YouTube [here](#).

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: The eComments link is 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 directly to the legislative body during the meeting, use the Register to Speak feature of [eComments](#) or connect via below Zoom link and follow the instructions or by calling 1-669-900-6833.

Zoom Meeting Link: [Click here](#)

Meeting ID: 833 9815 4927 **Passcode:** 609059

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. Matters Relating to Public Employment - Pursuant to Government Code Section 54957 (b)
Position: District Chief;**
- 2. Matters Relating to Public Employment - Pursuant to Government Code Section 54957 (b)
Position: Staffing Personnel 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

3. **Confirm the appointment of Mrs. Beth Marcus to the Fire Service Fee Board of Review.**
Recommendation: Confirm the appointment of Mrs. Beth Marcus to the Fire Service Fee Board of Review.
4. **Approve April 26, 2022 Fire District Minutes.**

PUBLIC HEARINGS

None

BUSINESS

5. **Approve Resolution 2022-08 authorizing a Services Agreement for First Response Advanced Life Support Services with American Medical Response West.**
Recommendation: Approve District Resolution 2202-08 authorizing a Services Agreement for First Response Advanced Life Support Services between American Canyon Fire Protection District and American Medical Response West.
6. **The Board of Directors to determine the format of future Board Meetings.**
 - 1) In-Person Only
 - 2) Teleconference Only
 - 3) Hybrid (Both In-Person and Teleconference)

Recommendation: Staff recommends the future format of Board Meetings to be held as "In-Person" only.

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, Assistant 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, Assistant Fire Chief



TITLE

Confirm the appointment of Mrs. Beth Marcus to the Fire Service Fee Board of Review.

RECOMMENDATION

Confirm the appointment of Mrs. Beth Marcus to the Fire Service Fee Board of Review.

CONTACT

Geoff Belyea, Assistant Fire Chief

BACKGROUND & ANALYSIS

American Canyon Fire Protection District ("District") Ordinance 2013-01, Section 207 "Board of Review" requires that a special fire protection fee Board of Review ("Board") be created. The Board consists of the Chairperson or Vice Chairperson of the District, and two (2) citizens of the District, not otherwise employed by the District and holding no other District office. Each citizen member of the Board shall be appointed by the District Board of Directors for a term of two (2) years. The Board shall hear review and make recommendations as to reasonable interpretations of the provisions of Ordinance 2013-01.

There is currently one vacancy on the Fire Service Fee Board of Review due to the expiration of a two year term. The District accepted applications from April 26, 2022 – May 13, 2022.

One application was received to fill the two year term position. The application was from Mrs. Beth Marcus. Mrs. Marcus is on the Advisory Board of American Canyon CERT (ACCERT), is active in the community, and has been an American Canyon resident for 43 years.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

There is no fiscal impact to the District for making an appointment to the Fire Service Fee Board of Review.

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

[Marcus_Application Fire Service Fee Board of Review](#)



American Canyon Fire Protection District
APPLICATION FOR PUBLIC SERVICE APPOINTMENT
TO A COMMITTEE

Name Beth Marcus

Address [REDACTED]

Telephone # [REDACTED]

E-mail address [REDACTED]

Cell # [REDACTED]

Business Name _____

Business Address _____

Position Held _____

Business Phone # _____

How long have you resided in American Canyon 43 yrs

Are you a registered voter Yes

Would you be available for meetings in the daytime _____ evenings _____ both Yes

Please indicate the Commission or Advisory Committee for which you wish to apply Fire Service Fee Board

What are your principle areas of interest in our City government _____
Safety, business, development, seniors and children

List education, training or special knowledge which might be relevant to this appointment _____
Advisory Board member of ACCERT from its inception. Resident for 43 years.

Public Service Appointment Application
Page 2

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment

Past chairman of the American Canyon Chamber of Commerce, past Gateway winner,

current member of ACCERT. I attend all city council, planning commission and Fire

District meetings. Also attended the American Canyon Citizens Academy, as well as

the Sheriff's Citizen Academy.

Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

In American Canyon I served on the Broadway District Committee, General Plan

Committee (Traffic sector), Special Events Committee, and in the County I served on

the Highway 29 Corridor Committee.

REMARKS: Please indicate any further information that will be of value regarding your appointment.

I enjoy being involved within my community and volunteering in areas that provides

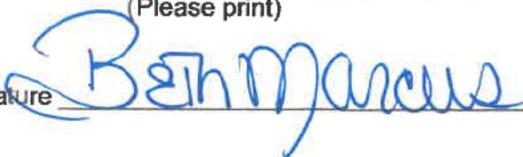
help with seniors, children, safety, community spirit, and organizations that are about

volunteering and bringing good to those who need assistance.

Name Beth Marcus

(Please print)

Date April 26, 2022

Signature 

**THIS APPLICATION WILL BE KEPT ON FILE AND UNDER CONSIDERATION
FOR ONE YEAR FROM THE DATE IT IS COMPLETED.**

Mdt-3/13/20

**American Canyon Fire Protection District
Board Meeting**

ACTION MINUTES

April 26, 2022

PUBLIC ADDRESS – CLOSED SESSION 5:30 P.M.

CLOSED SESSION ROLL CALL

Present: Chairman Leon Garcia, Board Members Mark Joseph, and David Oro, Pierre Washington

Absent: Vice-Chair Mariam Aboudamous

5:30 P.M. CLOSED SESSION

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

6:30 P.M. OPEN SESSION

CALL TO ORDER

Chairman Garcia called the Meeting to Order at 6:30 p.m.

PLEDGE OF ALLEGIANCE

Chairman Garcia led the Pledge of Allegiance

ROLL CALL

Present: Chairman Leon Garcia, Board Members Mark Joseph, and David Oro, Pierre Washington

Absent: Vice-Chair Mariam Aboudamous

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

District Counsel, William D. Ross provided an oral report on Closed Session. The Board convened in Open Session at 5:45 p.m. to address the matters agendaized for Closed Session and after ascertaining there was no Public Comment the Board adjourned to Closed Session where it was indicated that a matter had arisen within 72 hours that requires action. By a unanimous vote 4-0, the Board added an additional matter for Closed Session consideration:

Personnel Matter with regard to the position of Fire Chief, Pursuant to Government Code Section 54957 (b).

A written report will be provided by District Counsel, William D. Ross, consistent with the provisions of Government Code 54957.1. Closed Session concluded at 6:26 p.m.

PROCLAMATIONS AND PRESENTATIONS

2. Certification of Appreciation for Firefighter Euclid Abalos

Chairman Garcia presented the Certificate of Appreciation to Firefighter Euclid Abalos.

Public Comment

None

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: Chairman Leon Garcia; Board Members Mark Joseph; and David Oro; and Pierre Washington

Nays: None

Abstain: None

Absent: Vice-Chair Mariam Aboudamous

3. Approve March 29, 2022 Fire District Special Meeting Minutes.

Action: Approved the minutes from the Special District Board Meeting of March 29, 2022.

PUBIC HEARINGS

None

BUSINESS

4. Teleconference/Video Conference or in-person meetings of legislative bodies of the American Canyon Fire Protection District for the period of May 1, 2022 through May 31, 2022, pursuant to Brown Act Provision.

The Board received a presentation from Fire Chief Michael P. Cahill. Chief Cahill asked for the Board of Directors to provide direction on the method of how future Board Meetings should be conducted. The three meeting options are: 1) hybrid, 2) in-person, or 3) teleconference (Zoom). The Board of Directors determined the Board Meetings will continue as hybrid meetings through the end of May. This item will be addressed at the next meeting. The Board of Directors requested a budget analysis of hybrid meetings and conduct community outreach.

Chairman Garcia Opened Public Comments. Oral Comment: Beth Marcus was called to speak. David Parnell was called to speak. Justin Hamilton Hole was called to speak. Chairman Garcia stated that Powell Helems texted him and Board Member Joseph and he would like in-person meetings. Chairman Garcia closed Public Comments.

Action: Motion that Chief Cahill to present a cost analysis of hybrid meetings. The next Board Meeting will be conducted as a hybrid meeting made by Board Member Mark Joseph, seconded by Board Member David Oro, and CARRIED by roll call vote.

Ayes: Chairman Leon Garcia; Board Members Mark Joseph; and David Oro; and Pierre Washington

Nays: None

Abstain: None

Absent: Vice-Chair Mariam Aboudamous

Action: Motion to adopt Resolution 2022-07 approving the Teleconference/Video Conference or in person meeting of legislative bodies of the American Canyon Fire Protection District for the period of May 1, 2022 through May 31, 2022, pursuant to Brown Act Provision made by Board Member Mark Joseph, seconded by Board Member Oro and CARRIED by roll call vote.

Chairman Garcia opened Public Comments: Written comments: none. Oral comments: none. Chairman Garcia closed Public Comments.

5. Receive a presentation on Measure L.

The Board received a presentation from Fire Chief Michael P. Cahill. Assistant Fire Chief Geoff Belyea spoke on matters regarding Measure L.

Chairman Garcia opened Public Comment: Written comments: none: Oral comments: Beth Marcus was called to speak.

Action: Received a presentation on Measure L.

6. The American Canyon Fire Protection District 2021 Annual Report.

The Board of Directors received a presentation from Fire Chief Michael P. Cahill and Fire Executive Laura Provencher on the Annual Report.

Chairman and Board Members reviewed the Annual Report, commented on the report and thanked staff for their work.

Chairman Garcia Opened Public Comments. Oral Comment: Beth Marcus was called to speak. Chairman Garcia closed Public Comments.

Action: Motion to Receive and File the American Canyon Fire Protection District 2021 Annual Report made by Board Member Mark Joseph, seconded by Board Member Oro, and CARRIED by roll call vote.

Ayes: Chairman Leon Garcia; Board Members Mark Joseph; and David Oro; and Pierre Washington

Nays: None

Abstain: None

Absent: Vice-Chair Mariam Aboudamous

FIRE CHIEF ORAL REPORT

None

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

Board Member Mark Joseph attended the Fire District Association of California Conference. He requested the Fire Chief provide an educational report on Section 201.

Chairman Garcia noted the Devlin Road project is near completion and ribbon cutting ceremony will take place in mid-May.

ADJOURNMENT

Meeting was adjourned at 8:47 p.m.

CERTIFICATION

Geoff Belyea, Assistant Fire Chief

On behalf of Michael P. Cahill, District Fire Chief/District Clerk



TITLE

Approve Resolution 2022-08 authorizing a [Services Agreement](#) for First Response Advanced Life Support Services with American Medical Response West.

RECOMMENDATION

Approve District Resolution 2202-08 authorizing a Services Agreement for First Response Advanced Life Support Services between American Canyon Fire Protection District and American Medical Response West.

CONTACT

Geoff Belyea, Assistant Fire Chief

BACKGROUND & ANALYSIS

The County of Napa (“County”) on September 14, 2021 entered in an Agreement with American Medical Response (“AMR”) for Countywide Emergency Ambulance Services with Advanced Life Ambulance Transport. AMR provides emergency ambulance services to the County pursuant to the County Transport Agreement including services in the American Canyon Fire Protection District (“District”) service area. The Ambulance Transport Agreement allows AMR additional time to respond to an emergency call when it enters into an agreement with fire agencies which can arrive on-scene and provide first response Advanced Life Support services (“FRALS”) to patients.

AMR’s primary responsibility is to provide advanced life support (“ALS”) ambulance transportation services within the County’s designated Exclusive Operating Area.

The purpose of the Agreement is to allow AMR to use the District’s FRALS Services and response times to comply with AMR’s response time requirements. AMR agrees to reimburse the District sixty-eight thousand seven hundred and fifty dollars (\$68,750) per year and is subject to an automatic annual escalator in an amount equal to the greater of 3% or the percentage increase in the Consumer Price Index for All Urban Consumers: San Francisco-Oakland-Hayward subject to a maximum of 6.99%.

For each incident the District provides FRALS Services, AMR shall restock District personnel on-scene on a one-for-basis with all disposable supplies and non-regulated medications used by the

District.

The term of this Agreement shall be two (2 years) and will commence on May 25, 2022 and terminate on June 7, 2024.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

AMR agrees to reimburse the District sixty-eight thousand seven hundred and fifty dollars (\$68,750.00) per year.

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

[1. Resolution 2022-08](#)

[AMR_AmCan FRALS Agreement](#)

RESOLUTION NO. 2022-08

A RESOLUTION OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT ADOPTING THE SERVICES AGREEMENT FOR FIRST RESPONSE ADVANCED LIFE SUPPORT SERVICES BETWEEN THE AMERICAN CANYON FIRE PROTECTION DISTRICT AND AMERICAN MEDICAL RESPONSE WEST

WHEREAS, the County of Napa entered into an Agreement with American Medical Response West (“AMR”) for Countywide Emergency Ambulance Services with Advanced Life Support Ambulance Transport on September 14, 2022; and

WHEREAS, the emergency ambulance services AMR provides to the County pursuant to the County Transport Agreement include services in American Canyon Fire Protection District’s (“District”) service area; and

WHEREAS, the Ambulance Transport Agreement allows AMR additional time to respond to an emergency call when it enters into an agreement with fire agencies which can arrive on-scene and provide first response Advanced Life Support Services (“FRALS Services”) to patients; and

WHEREAS, AMR’s primary responsibility is to provide advanced life support ambulance transportation services with the County’s designated Exclusive Operating Area; and

WHEREAS, the Ambulance Transport Agreement requires AMR use commercially reasonable efforts to negotiate agreements with the District for the provision of FRALS Services to be provided by the District

WHEREAS, the District and AMR wish to memorialize their mutual understanding an establish a cooperative framework for the coordination of the use of the District’s FRALS Services; and restocking and or exchange of medical supplies; and

WHEREAS, both parties will comply in all material respects with all applicable federal, state, and local laws and regulations, including but not limited to, California Health and Safety Code Section 1797.178, California Code of Regulations §100168, and the Federal Anti-kickback statute; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF AMERICAN CANYON FIRE PROTECTION DISTRICT authorizes the Agreement Between the American Canyon Fire Protection District and American Medical Response West.

PASSED, APPROVED and **ADOPTED** at regular scheduled meeting of the District Board of the American Canyon Fire Protection District held on the 24th day of May, 2022, by the following vote:

AYES:
ABSTAIN:
ABSENT:

Leon Garcia, Chair

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Assistant Fire Chief
On behalf of Michael P. Cahill, Fire Chief/
Clerk to the Board

William D. Ross, District Counsel

Resolution 2022-08

**SERVICES AGREEMENT
FOR FIRST RESPONSE ADVANCED LIFE SUPPORT SERVICES BETWEEN THE AMERICAN CANYON
FIRE PROTECTION DISTRICT AND AMERICAN MEDICAL RESPONSE WEST**

District Agreement No. 2022-07

District Budget Code: 42272-33703 _____

This Services Agreement for First Response Advanced Life Support Services ("**Agreement**") by and between the American Canyon Fire Protection District ("**District**"), and American Medical Response West, a California corporation ("**AMR**"), is effective on the Effective Date identified on the signature page.

RECITALS

A. The County of Napa (the "**County**") on September 14, 2021, entered into an Agreement with AMR for Countywide Emergency Ambulance Services with Advanced Life Support Ambulance Transport No. 220120B ("**Ambulance Transport Agreement**").

B. The emergency ambulance services that AMR provides to the County pursuant to the County Transport Agreement include services in the District's service area. Section V of the Ambulance Transport Agreement allows AMR additional time to respond to an emergency call when it enters into an agreement with fire agencies which can arrive on-scene and provide first response Advanced Life Support services ("**FRALS Services**") to patients.

C. AMR's primary responsibility is to provide advanced life support ("**ALS**") ambulance transportation services within the County's designated Exclusive Operating Area ("**EOA**"). AMR will occasionally arrive at scene in the absence of fire or law enforcement responders. In such cases, and as allowed by the Ambulance Transport Agreement (Agreement 220120B, Section III, 3.9, A., 2.), AMR shall assume incident command, and will provide first response, patient care, transportation services and incident management until the appropriate public safety responder having primary investigative authority arrives at scene and assumes incident command. Pursuant to the California Health and Safety Code, including Sections 1798.6(a) and 1797.220, the Napa County Emergency Medical Services ("**EMS**") Agency delegates to AMR's first arriving ALS response unit the authority and responsibility to function as the authority for patient health care management at the scene of an emergency, unless an ALS fire agency provider with jurisdiction for that area is on scene.

D. Section 3.1.A.2.a. of the Ambulance Transport Agreement requires that AMR use commercially reasonable efforts to negotiate agreements with the District for the provision of FRALS Services to be provided by the District.

E. AMR and the District wish to memorialize their mutual understanding and establish a cooperative framework for the coordination of the use of the District's FRALS Services, and the restocking and/or exchange of medical supplies.

NOW, THEREFORE, the District and AMR, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Purpose of Agreement. The purpose of this Agreement is to allow AMR to use The District's FRALS Services and response times to comply with AMR's response time requirements as described in Section V of the Ambulance Transport Agreement. District and AMR will perform the services described in the Provision of Services, attached hereto as **Exhibit "A"**, and incorporated herein by reference ("**Services**"), in accordance with the terms and conditions of this Agreement.

- 1.2. Provision of Services. AMR and District shall provide their respective services, and perform their respective obligations, described in Exhibit "A" hereto (the "**Services**") in accordance with the terms and conditions set forth herein.
- 1.3. Compliance with Laws. Compliance with Laws. The Parties will comply in all material respects with all applicable federal, state, and local laws and regulations, including but not limited to, California Health and Safety Code Section 1797.178, California Code of Regulations §100168, and the federal Anti-kickback statute. Each Party's vehicles will conform to applicable state regulations and AMR's vehicles will be duly licensed for the transportation of patients. All District personnel staffing vehicles that provide the Services and all AMR personnel staffing vehicles that provide AMR Services will be licensed, locally accredited, or certified as required by applicable law.
2. TERM. The term of this Agreement shall be two (2) years, commencing on May 25, 2022 and terminating on June 7, 2024 ("Term"). The Term shall renew annually each June 8th for an additional year unless either party provides written notice of termination to the other party by October 1st of the then-current Term, or this Agreement is earlier terminated pursuant to Section 3 below; provided however, in no event shall the Term of this Agreement be extended beyond January 1, 2027, the date the Ambulance Transport Agreement expires.
3. TERMINATION. Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon one hundred twenty (120) days written notice to the other party; or (b) upon the major breach of this Agreement by the other party. A major breach includes but is not limited to (i) loss or suspension of licensure necessary for the provision of Services under this Agreement; (ii) loss or reduction of insurance coverage; (iii) conditions and circumstances that constitute a material breach under the Ambulance Transport Agreement (as that term is defined under Section 12.6 of the Ambulance Transport Agreement). If either party reasonably determines that the other party has committed a major breach of this Agreement, it shall first provide written notice to the other party setting forth the specific deficiency, the required correction, and a reasonable time period to correct the deficiency but, in any case, not less than sixty (60) days from the date of the notice. Upon the party's reasonable determination that the other party has failed to timely cure the deficiency, the party may terminate this Agreement upon 30 days written notice.
4. STANDARDS OF SERVICE. Both parties represent and warrant that (a) any and all Services shall be provided in accordance with the County standards of quality and care applicable to the Services provided, as set forth in the Ambulance Transport Agreement; and (b) all Services rendered shall be performed in a good and workmanlike manner.
5. MATERIAL CHANGES. In the event a material change that affects the fundamental economic or operational terms of this Agreement occurs, the parties shall negotiate in good faith a resolution within ninety (90) days of written notice of the material change and work to negotiate and execute a written amendment to this Agreement reflecting the material change in accordance with the requirements of this Agreement.
6. NO COMPENSATION. Neither party shall have any obligation to compensate the other for the Services provided under this Agreement, except as provided in Exhibit "A."
7. RECORD RETENTION. The parties will retain books and records respecting Services rendered to patients pursuant to this Agreement for the greater of five (5) years or the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.
8. AUDIT RIGHTS. The parties with reasonable advance written notice shall provide representatives of the other party or the U.S. Government (as specified in the notice), with access to all records, documents, fiscal and accounting data, and other information (whether in paper form, microform,

electronic media, or other form) that relate specifically to the Services that the other party provides under this Agreement. This obligation shall survive for a period of three (3) years following termination of this Agreement or until such later time as required under applicable law and regulation.

9. **INDEMNITY.** To the fullest extent permitted by law, each party shall hold harmless, defend at its own expense, and indemnify the other party and their respective elected and appointed officials, officers, agents, employees and volunteers from any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "Liability") arising from all acts or omissions to act of itself or its officers, agents, employees, volunteers, and subcontractors in rendering the Services under this Agreement, excluding, however, Liability arising from the sole negligence or willful acts of the other party or its officers, agents, employees or volunteers. Each party shall notify the other party immediately in writing of any Liability related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any Liability arising out of the activities under this Agreement, provided however, 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.
10. **AUTHORIZED REPRESENTATIVE.** AMR hereby assigns its Regional Director (or other representative as AMR may designate from time-to-time) to serve as AMR's authorized representative ("**Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.
11. **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

TO DISTRICT:	Michael P. Cahill, Fire Chief 4381 Broadway Street, Suite 201 American Canyon, CA 94503
TO AMR:	Regional Director 841 Latour Court Napa, Ca 94558
	With Copy to: c/o Law Department Global Medical Response, Inc. 6363 S. Fiddlers Green Circle, Suite 1500 Greenwood Village, CO 80111

12. DEFAULT AND DISPUTE RESOLUTION.

12.1. **Dispute Resolution.** If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, AMR will continue providing the Services during the course of any dispute, unless otherwise directed by the District.

12.1.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties

will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

12.1.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by AMR arising from or related to this Agreement are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

13. INSURANCE. The Parties currently maintain and will maintain during the Term of this Agreement liability insurance policies for claims that may arise out of the Services provided under this Agreement or the Ambulance Transport Agreement. The Parties shall maintain comprehensive general and automobile liability coverage with limits no less than the amounts set forth in the Ambulance Transport Agreement No. 220120B, Exhibit 4 – “Minimum Insurance Requirements”. The Parties shall maintain medical professional liability coverage with limits no less than the amounts set forth in the Ambulance Transport Agreement. The Parties shall maintain workers’ compensation insurance in the statutory required amounts. The Parties shall exchange, upon execution of this Agreement, certificates of insurance evidencing the coverage required herein. Notwithstanding the foregoing, either Party may self-insure any or all of the noted coverages, provided they are able to document sufficient reserves to cover exposures in the amounts noted above. In the event of self-insured coverage, the Party shall provide a letter evidencing such reserves to the other Party. Coverage shall not be cancelled without using best efforts to notify the other Party in writing at least thirty (30) days prior to such cancellation. Each Party’s insurance shall be primary and non-contributory for automobile and professional liability when it is solely providing services.

14. CONFIDENTIALITY. All information with respect to the operations and business of a party and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for disclosure required by law, subpoena, court or administrative order, regulation, the Ambulance Transport Agreement or third-party reimbursement agreements. AMR acknowledges and agrees that information submitted to District pursuant to this Agreement may be subject to compulsory disclosure by District upon request from a member of the public under the California Public Records Act, Government Code sections 6250 et seq. The obligations under this section shall not apply to information which (a) at the time of disclosure is in the public domain or, after disclosure, enters the public domain other than by breach of this Agreement; or (b) is already in the possession of the recipient at the time of disclosure and is not acquired from the other Party; or (c) is later received on a non-confidential basis from a third Party having the right to impart such information; or (d) is independently developed by the recipient’s employees who did not have access to such information in connection with this Agreement.

15. HIPAA COMPLIANCE. Each party shall comply with the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder (“HIPAA”), and with such other requirements of HIPAA that may become effective during the Term. District shall reasonably assist AMR in complying with HIPAA, including assisting AMR in providing AMR’s notice of privacy practices to patients prior to non-emergency transports and as soon as reasonably possible after emergency transports, and obtaining an acknowledgment of delivery of such notices for non-emergency transports. Each party acknowledges and agrees that it is considered a covered entity under HIPAA. Accordingly, both parties are permitted to use and disclose Protected Health Information in accordance with HIPAA without an additional written authorization of the patient as long as both parties have a direct relationship with the patient. All patient medical records shall be treated as confidential so as to comply with all state and federal laws.

16. RELATIONSHIP. In the performance of this Agreement, each party shall be, as to the other, an independent entity, and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained within this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or

medical care rendered by the other. As to either party's employees, nothing contained herein shall be construed in such a manner as to give effect to the notion that either party shall in anyway assume responsibility for the oversight or provision of the other party's employee benefits, including but not limited to the payment of wages, provision of health insurance, or any and all other commonly accepted benefits of employment.

17. COOPERATION. The parties shall cooperate and assist each other to provide the best possible care to patients within District of American Canyon. The cooperation shall include periodic: (i) reviewing and revising operational guidelines; (ii) evaluating AMR and the District's performance of the Services which directly affect the other party; (iii) resolving any disagreement and misunderstandings privately; (iv) and undertaking other matters related to the administration of this Agreement.
18. COMPLIANCE PROGRAM AND CODE OF CONDUCT. AMR has made available to the District a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the District acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.
19. BACKGROUND INVESTIGATION. To the extent applicable, each Party warrants and represents that it has performed a background investigation on employees who provide Services or drive vehicles as part of the Services ("Background Investigation") that meets or exceeds the current required standards as defined by Centers for Medicare & Medicaid Services program and other governmental payer programs. Each Party also warrants and represents that it shall perform a Background Investigation including drug testing on future employees who will provide Services or drive vehicles as part of the Services.
20. 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/01G 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.
20. REFERRALS. To the extent applicable, it is not the intent of either party that any remuneration, benefit, or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided. District represents and warrants that the rates and pricing that it has accepted do not place it in violation of any federal or state anti-kickback statute.
21. CUSTODIAN OF RECORDS. Each party shall act as the custodian of records for the individual agency's patient care reports.
22. EQUAL EMPLOYMENT OPPORTUNITY. If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,496 are applicable to this Agreement. the parties incorporate the clause set forth in 29 C.F.R. part 471, Appendix A to Subpart A.
23. GENERAL PROVISIONS.

23.1 Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation

of this Agreement.

- 23.2 Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, this Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
- 23.3 Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in the Napa County, California Superior Court or, for matters of federal jurisdiction, the United States District Court for the Northern District of California..
- 23.4 Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
- 23.5 Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of a Parties' duties be delegated without the other Party's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the other Party's prior written consent will be void and of no force or effect. Any consent by a Party to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.
- 23.6 Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.
- 23.7 Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.
- 23.8 Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.
- 23.9 Interpretation. Each party to this Agreement has had an opportunity to review this Agreement, and to consult with its respective legal counsel regarding the meaning of this Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of this Agreement.

[Signature page follows.]

25. SIGNATURES.

25.1 Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

25.2 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 the AMR and the District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

DISTRICT:
American Canyon Fire Protection District

By: _____
Michael P. Cahill, Fire Chief

AMR:
American Medical Response West, a California corporation

DocuSigned by:
Thomas Wagner
By: _____
Thomas Wagner, Group President

DocuSigned by:
Sean Russell
By: _____
Sean Russell, Region President

A COPY OF THIS EXECUTED AGREEMENT SHALL BE DELIVERED TO THE COUNTY OF NAPA.

EXHIBIT "A"

Provision of Services

- 1.0. First Response Advanced Life Support (FRALS) Agreement.** The County has permitted AMR to use the District's FRALS Services and response times for the purpose of receiving additional time to respond to an emergency call equal to an extra two minutes for an Urban call, three minutes for a Suburban call, and five minutes for a Rural 1 call within the District of American Canyon for Priority 1 and Priority 2 responses. When providing FRALS Services under this Agreement, District agrees to:
- a. Assess all patients and begin treatments according to protocol;
 - b. Reduce incoming ALS ambulance to Priority 2, if Priority 1 response is unnecessary at the discretion of the Public Safety Incident Commander;
 - c. Complete an ePCR on all medical responses; and
 - d. Participate in the EMS Agency quality improvement program.

Both parties agree to share and provide response time data (alarm to arrival) for medical responses.

In acknowledgement of the value received by AMR in being able to extend its response time requirements for Priority 1 and Priority 2 calls within the District under the Ambulance Transport Agreement as described above, AMR agrees to reimburse District sixty eight thousand seven hundred and fifty dollars (\$68,750) per year (the "Annual Fee") within thirty (30) days following receipt of an invoice by District and no later than by March 30 of each year. The Annual Fee is subject to an automatic annual escalator in an amount equal to the greater of (a) 3% or (b) the percentage increase in the Consumer Price Index for All Urban Consumers: San Francisco-Oakland-Hayward, CA ("CPI") subject to a maximum of 6.99%. The District warrants and represents that the payments made by AMR to District are fair market value for those District Services. The District shall not bill any patients or third-parties for ambulance transport services provided by AMR.

- 2.0. Restock.** For each incident for which the District provides FRALS Services, AMR shall, at its sole cost and expense, restock District personnel on-scene on a one-for-one basis with all disposable supplies and non-regulated medications used by District during the provision of patient treatment. Said restock should, whenever possible, occur on scene and at the conclusion or transfer of patient care. Should an on-scene restock of supplies not be possible, the District's On-Duty Battalion Chief and AMR Supervisor will consult to facilitate the restock at the earliest feasible time following the incident.
- 3.0. Exchange.** District will make every effort to prevent the expiration of any restocked supplies provided by AMR pursuant to this Agreement. District shall be responsible for rotating supplies so that those closest to expiration are utilized first. District shall work with AMR to identify an efficient process for exchange of nearly expired medications and supplies. District will provide to AMR a monthly inventory of medications and equipment expiring within thirty (30) days using an approved form. Upon receipt of the monthly inventory form, AMR shall ready for distribution the needed replacement items within fourteen (14) days. District and AMR will collaboratively coordinate pickup and/or delivery of supplies.



TITLE

The Board of Directors to determine the format of future Board Meetings.

- 1) In-Person Only
- 2) Teleconference Only
- 3) Hybrid (Both In-Person and Teleconference)

RECOMMENDATION

Staff recommends the future format of Board Meetings to be held as "In-Person" only.

CONTACT

Geoff Belyea, Assistant Fire Chief

BACKGROUND & ANALYSIS

Prior to the impacts of COVID-19 in-person meetings, the Fire District Board met in conjunction with the American Canyon City Council during regularly scheduled Joint Meetings on the first and third Tuesday evening of every month. These meetings were held in public and most if all of the public attendance at the Fire District Board portion of these meetings were very limited. Public interaction in Fire District business generally isn't and will not be comparable to normal City Council meetings.

On June 29, 2021, your Board changed its meeting schedule and dates to allow you to meet separately from City Council meetings monthly to the fourth Tuesday of each month at 6:30 p.m.

For the past ten months, Fire District Board meetings have been held using the Zoom meeting format. The previous two Board Meetings, March 22, 2022 and April 26, 2022 were held as Hybrid (both In-Person and Teleconference). Public attendance obviously has been limited to public members who have internet access. Public participation during the Zoom period has at best been limited, but antidotally not significantly less than public participation number's during the City Council/Fire District meetings prior to the COVID-19 public meeting days.

Due to the COVID-19 Pandemic, the District Board has met by Zoom teleconference, as did the City of American Canyon as allowed by Executive Order N-29-20 which technically expired on September 30, 2021. Assembly Bill 361, which was approved by the Governor on September 16, 2021, allows local agencies such as the District to continue to meet by Zoom teleconference, provided that

certain conditions are met. The previous two Board Meetings in March and April were held as Hybrid (both In-Person and Teleconference).

Hybrid meetings allow community visibility via access of Zoom and in-person meetings. This format is convenient for the Board of Directors as well as the community. It also continues to promote social distancing by allowing members of the Board and members of the public to participate in the manner in which they feel most safe, thereby promoting public participation while simultaneously protecting vulnerable members of the public, such as those with compromised immune systems.

At the April 26, 2022 Board Meeting, the Board of Directors requested the District to conduct a cost analysis of hybrid meetings and to obtain feedback from the community. A poll was conducted via social media (FaceBook, Instagram, Nextdoor, and American Canyon Happenings), requesting the community to provide input on the three meeting options for future District Board Meetings. The results were:

In-Person: 6 (22%)

Teleconference Only: 3 (11%)

Hybrid: 18% (67%)

A cost analysis was performed and the results are as follows:
(estimated on an Annual basis)

- Hybrid Meeting: \$15,715.59
- Zoom Meeting Only: \$13,794.00
- In-Person Only (without being televised): \$2,448

If the Board continues to meet by Zoom, the Board will have to enact a "361 Resolution" at each meeting of the District Board to allow the Zoom teleconference procedure to continue with the scheduled in-person meetings.

The Agenda page for Board Meetings will also need to change in June 2022 to maintain consistency with AB 361. These changes indicate that, pursuant to this authority, members of the public and members of the District Board may continue to participate by Zoom video/teleconferencing, or alternatively participate in person at the designated physical meeting location.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

(Estimated on an Annual basis)

- Hybrid Meeting: \$15,715.59
- Zoom Meeting Only: \$13,794.00
- In-Person Only (without being televised): \$2,448

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. Resolution for future meetings to be held in person
2. Resolution Implementing AB 361 _Teleconference Only meetings
3. Resolution Implementing AB 361_ Hybrid meetings
Hybrid Meeting Analysis Presentation

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT AUTHORIZING IN-PERSON MEETINGS OF THE LEGISLATIVE BODIES OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT.

WHEREAS, the American Canyon Fire Protection District (“District”) is committed to preserving and nurturing public access and participation in meetings of the American Canyon Fire Protection District Board of Directors (“Board”);

WHEREAS, all meetings of the District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative bodies conduct their business;

WHEREAS, the District Board has determined the future Board Meeting format will be conducted “in-person” only.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF AMERICAN CANYON FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

1. Further Board Meetings will be conducted “in-person” only;

2. This Resolution shall take effect immediately upon its adoption and shall be effective until the District Board adopts a subsequent Resolution that the future format of the District Board Meetings will be not held as “In-Person” only.

PASSED, APPROVED and ADOPTED at regular scheduled meeting of the District Board of the American Canyon Fire Protection District held on the 24th day of May, 2022, by the following vote:

AYES:

ABSTAIN:

ABSENT:

Leon Garcia, Chair

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Assistant Fire Chief
On behalf of Michael P. Cahill, Fire Chief/
Clerk to the Board

William D. Ross, District Counsel

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY EXISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE ONLY MEETINGS OF THE LEGISLATIVE BODIES OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT FOR THE PERIOD JUNE 1, 2022 THROUGH JUNE 30, 2022 PURSUANT TO BROWN ACT PROVISIONS

WHEREAS, the American Canyon Fire Protection District (“District”) is committed to preserving and nurturing public access and participation in meetings of the American Canyon Fire Protection District Board of Directors (“Board”);

WHEREAS, all meetings of the District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative bodies conduct their business;

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions;

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558;

WHEREAS, that proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological, or human-caused disasters;

WHEREAS, that proclamation also requires that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees;

WHEREAS, emergency conditions exist in the District, specifically, a State of Emergency has been proclaimed by Governor Newsom on March 4, 2020, proclaiming a State of Emergency to exist in California as a result of the threat of COVID-19;

WHEREAS, during the COVID-19 pandemic, the District Board has conducted remote, teleconferenced meetings consistent with the Governor’s Executive Orders promoting social distancing;

WHEREAS, consistent with AB 361, as a condition of extending the use of the provisions

found in Government Code Section 54953(e), the District Board must reconsider the circumstances of the state of emergency that exists in the District, and the District Board has done so;

WHEREAS, due to the emergence of new variants of COVID-19, such as Delta Variant, followed by the surging of the Omicron Variant of COVID-19, not all members of the public may feel safe to participate personally at in-person meetings;

WHEREAS, the District Board has determined that conducting teleconference meetings by attending virtually would allow participation in a manner in which individuals feel most safe, thereby promoting public participation while simultaneously promoting social distancing and protecting vulnerable members of the public, such as those with compromised immune systems;

WHEREAS, as a consequence of the local emergency, the District Board does hereby find that the legislative bodies of the District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and,

WHEREAS, the District is providing teleconference access via a conference phone-line number to the meetings to ensure public access.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF AMERICAN CANYON FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Exists. The District Board hereby proclaims that a local emergency now exists throughout the District, and the surging Delta Variant of COVID-19 followed by the surging of the Omicron Variant of COVID-19 would present an imminent risk to meeting in person.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The District Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Only Meetings. The staff and legislative bodies of the District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings by remote teleconference and in-person in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its

adoption and shall be effective until the earlier of June 30, 2022 or such time the District Board adopts a subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED, APPROVED and ADOPTED at a regular scheduled meeting of the District Board of the American Canyon Fire Protection District held on the 24th day of May, 2022, by the following vote:

AYES:

ABSTAIN:

ABSENT:

Leon Garcia, Chair

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Assistant Fire Chief
On behalf of Michael P. Cahill, Fire Chief/
Clerk to the Board

William D. Ross, District Counsel

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY EXISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING IN-PERSON OR REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT FOR THE PERIOD JUNE 1, 2022 THROUGH JUNE 30, 2022 PURSUANT TO BROWN ACT PROVISIONS

WHEREAS, the American Canyon Fire Protection District (“District”) is committed to preserving and nurturing public access and participation in meetings of the American Canyon Fire Protection District Board of Directors (“Board”);

WHEREAS, all meetings of the District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative bodies conduct their business;

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions;

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558;

WHEREAS, that proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological, or human-caused disasters;

WHEREAS, that proclamation also requires that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees;

WHEREAS, emergency conditions exist in the District, specifically, a State of Emergency has been proclaimed by Governor Newsom on March 4, 2020, proclaiming a State of Emergency to exist in California as a result of the threat of COVID-19;

WHEREAS, during the COVID-19 pandemic, the District Board has conducted remote, teleconferenced meetings consistent with the Governor’s Executive Orders promoting social distancing;

WHEREAS, consistent with AB 361, as a condition of extending the use of the provisions

found in Government Code Section 54953(e), the District Board must reconsider the circumstances of the state of emergency that exists in the District, and the District Board has done so;

WHEREAS, due to the emergence of new variants of COVID-19, such as Delta Variant, followed by the surging of the Omicron Variant of COVID-19, not all members of the public may feel safe to participate personally at in-person meetings;

WHEREAS, the District Board has determined that conducting “hybrid” style meetings with the option for members of the public and members of the Board of Directors to attend either virtually or in person would allow participation in a manner in which individuals feel most safe, thereby promoting public participation while simultaneously promoting social distancing and protecting vulnerable members of the public, such as those with compromised immune systems;

WHEREAS, as a consequence of the local emergency, the District Board does hereby find that the legislative bodies of the District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and,

WHEREAS, the District is providing teleconference access via a conference phone-line number to the meetings to ensure public access.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF AMERICAN CANYON FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Exists. The District Board hereby proclaims that a local emergency now exists throughout the District, and the surging Delta Variant of COVID-19 followed by the surging of the Omicron Variant of COVID-19 would present an imminent risk to meeting in person.

Section 3. Ratification of Governor’s Proclamation of a State of Emergency. The District Board hereby ratifies the Governor of the State of California’s Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference and In-Person Meetings. The staff and legislative bodies of the District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings by remote teleconference and in-person in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its

adoption and shall be effective until the earlier of June 30, 2022 or such time the District Board adopts a subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED, APPROVED and ADOPTED at a regular scheduled meeting of the District Board of the American Canyon Fire Protection District held on the 24th day of May, 2022, by the following vote:

AYES:

ABSTAIN:

ABSENT:

Leon Garcia, Chair

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Assistant Fire Chief
On behalf of Michael P. Cahill, Fire Chief/
Clerk to the Board

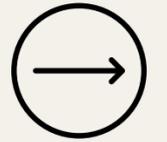
William D. Ross, District Counsel



ANALYSIS OF HYBRID FIRE DISTRICT BOARD MEETINGS



Meeting Options



1 Hybrid

Zoom and In-Person Meetings

2 In-Person Meetings Only

Meetings will be conducted at City Hall in the Council Chambers

3 Zoom Meetings Only

Zoom Meetings to take place for Board Members and Community

4 Broadcast Meetings

Continue broadcasting meetings?

The Benefits of Hybrid Meetings

Community Visibility

Access via Zoom and inperson

Convenience

For the Community
For the Board of Directors

Community Awareness

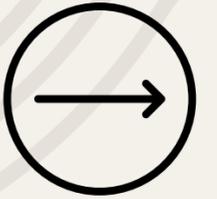
Fire District business needs and happenings

Promote Social Distancing

Safe participation in meetings



Community Outreach



MONTHLY BOARD MEETINGS

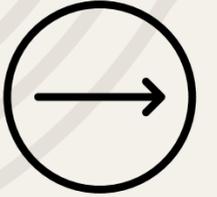
Please provide us with your input regarding how we will hold meetings in the future by participating in the attached poll.

#AmCanFire

A Poll was conducted from May 3, 2022 - May 18, 2022



Poll Results

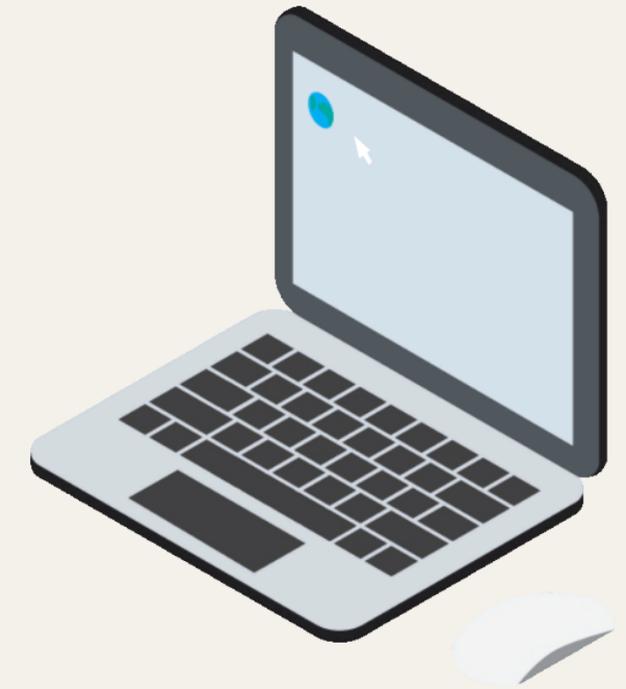


27 Responses were received

- In-person: 6 (22%)
- Teleconference Only: 3 (11%)
- Hybrid: 18 (67%)

Board Meeting Attendance

DATE	Attendance	Notes
6/29/2021	0	
8/24/2021	2	Badge Pinning
9/28/2021	1	
10/26/2021	1	
11/30/2021	4	Badge Pinning
12/21/2021	0	
1/25/2022	0	
2/22/2022	2	
3/29/2022	1	
4/26/2022	2	



zoom

**Average
Attendance
1.3**

Financial Analysis

Hybrid

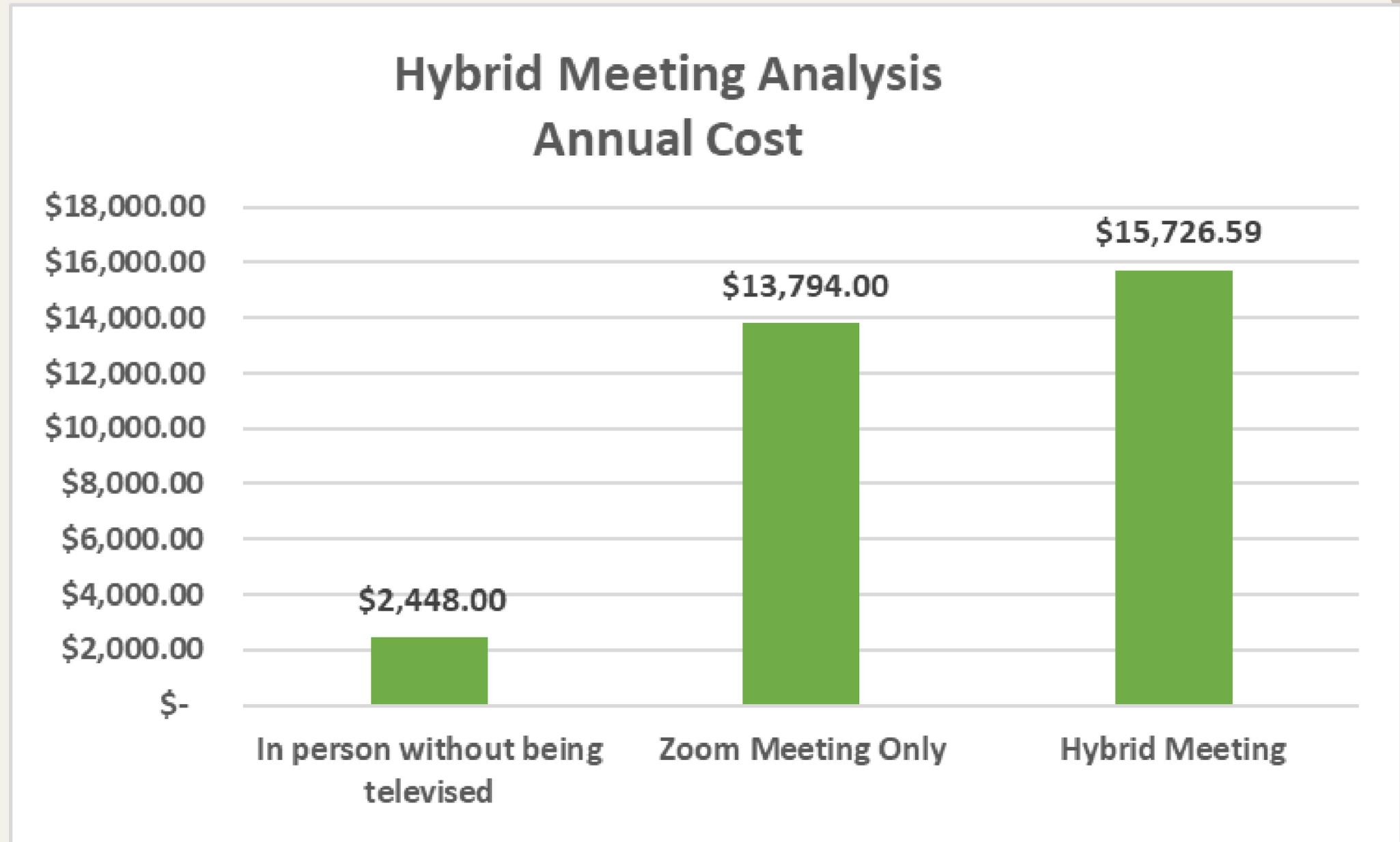
Napa TV	1,650.00
Staff	4,165.59
DNI	9,900.00
Total	15,715.59

Zoom Meeting Only

Napa TV	1,650.00
Staff	2,244.00
DNI	9,900.00
Total	13,794.00

In-Person Only without being televised

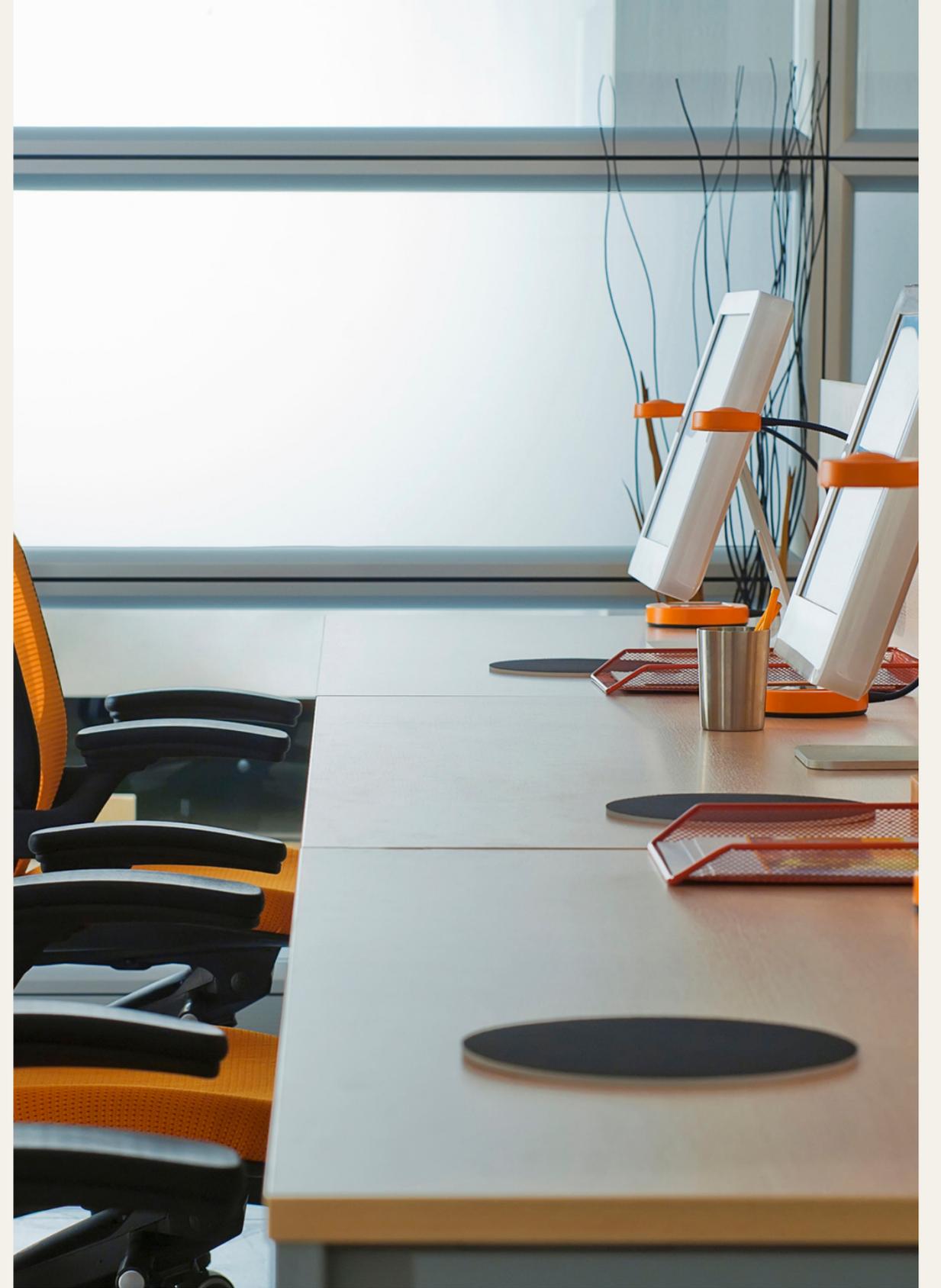
Staff	\$2,448.00
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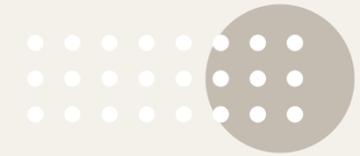


Based on 11 meetings per year
90-minute meetings

Other Potential Expenses To Be Determined

— The City has indicated the District may share in the installation cost and replacement of Council Chambers' technical equipment.





Thank you
Any questions?