



AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD MEETING

AGENDA

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

October 24, 2023

6:30 PM

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

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

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

PUBLIC PARTICIPATION

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

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

Oral comments, during the meeting: A Zoom Meeting has been established for public participation during the meeting related to a specific agenda item, or matters not on the agenda. To give your public comment via Zoom, connect via the Zoom link below and use the "raise your hand" tool or call into the zoom meeting at 1-669-444-9171. To avoid confusion, all hands raised outside of Public comment periods will be lowered.

Zoom Meeting Link: [Click here](#)

Meeting ID: 862 1469 2760 **Passcode:** 679117

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

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

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

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

5:30 P.M. CLOSED SESSION

- 1. Conference with Legal Counsel -Anticipated Litigation.
Pursuant to Government Code Section 54956.9 (d)(2).
Two Matters; and**
- 2. Conference with Legal Counsel -Existing Litigation.
Pursuant to Government Code Section 54956.9 (d)(1).
Denise Lynn Sanchez v Elton Weeks, Napa County
Superior Court Case No. 21CV000455.**

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. **Minutes of the Fire District Board Meeting of September 26, 2023.**
Recommendation: Approve the Minutes of the Fire District Board Meeting of September 26, 2023.
4. **Report Upon Return from Closed Session: September 26, 2023.**
5. **Accept the Firehouse Subs Public Safety Foundation, Inc. grant award in the amount of \$32,816.83 and approve the purchase of nine sets of Lion Bunker Gear.**
Recommendation: Adopt Resolution 2023-29 authorizing the Fire Chief to accept a grant award in the amount of \$32,816.83 from the Firehouse Subs Public Safety Foundation, Inc. for Personal Protective Gear and approve the purchase of nine sets of Lion Bunker Gear.
6. **Authorizing the purchase of Holmatro Extrication Equipment.**
Recommendation: Adopt Resolution 2023-31 authorizing the Fire Chief to purchase Holmatro Extrication Equipment from Western Extrication Specialist, Inc. in the amount of \$99,900.
7. **Authorizing the surplus and disposal of 2002 Zodiac watercraft, 2006 trailer, 2007 Ford F-150, 2011 Ford F-150, and 2016 Ford F-150.**
Recommendation: Adopt Resolution 2023-30, officially designating the following assets as surplus and authorizing their disposition through methods such as sale, public auction, donation, or responsible disposal: 2002 Zodiac watercraft, 2006 trailer, 2007 Ford F-150, 2011 Ford F-150, and 2016 Ford F-150.
8. **Authorizing the purchase of a 2023 AB 145 Shallow Water Aluminum Rigid Inflatable Boat and Trailer.**
Recommendation: Adopt Resolution 2023-32 authorizing the Fire Chief to purchase a 2023 AB A145 Shallow Water Aluminum Rigid Inflatable Boat and trailer from AB Profile, First Responder Boats, LLC.
9. **Authorizing execution of the Cooperative Joint Powers Dispatching Services Agreement between the City of Napa and the American Canyon Fire Protection District for dispatching**

services.

Recommendation: Adopt Resolution 2023-33 authorizing execution of the Cooperative Joint Powers Dispatching Services Agreement between the City of Napa and the American Canyon Fire Protection District for the administration and operation of centralized emergency response dispatching services.

PUBLIC HEARINGS

None

BUSINESS

None

FIRE CHIEF ORAL REPORT

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

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

ADJOURNMENT

CERTIFICATION

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

Geoff Belyea, Fire District Chief

American Canyon Fire Protection District
Board Meeting
ACTION MINUTES
September 26, 2023

6:30 P.M. OPEN SESSION

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Chair Garcia led the Pledge of Allegiance

ROLL CALL

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

Absent: None

Excused: None

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 5:31 p.m. After ascertaining that there were no public comments on the matters agendized for Closed Session and adjourned at 5:31 p.m. to address Closed Session Item. There was clarification provided by District Counsel that one of the matters under potential litigation was actually existing litigation Sanchez v. Glen Weeks et al., Napa County Superior court Case no. 21CV000455. We concluded Closed Session at 6:09 p.m. With respect to each of the matters considered in Closed Session, a written report will be provided consistent with the provisions of Government Code Section 54957.1(b).

PROCLAMATIONS AND PRESENTATIONS

3. CERT Month Proclamation

Chair Garcia announced the proclamation. It was received by Mary Tabbert and Beth Marcus.

4. Fire Prevention Month Proclamation

Chair Garcia announced the proclamation. It was received by Assistant Fire Chief Cliff Campbell.

5. Sudden Cardiac Month Proclamation

Chair Garcia announced the proclamation. It was received by the Firefighter crews in attendance.

PUBLIC COMMENT

Chair Garcia called for public comments. Written comments: none. Oral Comments: Fran Lemos was called to speak. The public comments period was closed.

AGENDA CHANGES

There were no agenda changes.

CONSENT CALENDAR

Action: Motion to approve CONSENT CALENDAR made by Board Member Board Member M. Joseph, seconded by Board Member D. Oro, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Excused: None

6. **Minutes of Fire District Board Meeting of August 22, 2023.**

Action: Approved the Minutes of the Fire District Board Meeting of August 22, 2023.

7. **Report Upon Return from Closed Session: August 22, 2023.**

Action: Approved the Report Upon Return from Closed Session August 22, 2023.

8. **Accept the California Office of Traffic Safety grant award in the amount of \$100,000 for extrication equipment.**

Action: Adopted Resolution 2023-25 authorizing the Fire Chief to accept a grant award in the amount of \$100,000.00 from the California Office of Traffic Safety for extrication equipment.

9. **Accept the State of California Department of Parks and Recreation Division of Boating and Waterways for a patrol/rescue boat in the amount of \$44,934.00.**

Action: Adopted Resolution 2023-26 authorizing the Fire Chief to accept the grant award in the amount of \$44,934.00 from the State of California Department of Parks and Recreation Division of Boating and Waterways for a patrol/rescue boat.

10. **First-In Alerting System.**

Action: Adopted Resolution 2023-27 authorizing the purchase of WESTNET First-In Alerting Smart Station System for Station 211 in the amount of \$66,135.77.

PUBLIC HEARINGS

11. **Approve the Final Operating and Capital Budgets for the American Canyon Fire Protection District for Fiscal Year 2023-2024.**

Financial Consultant Ken Campo presented the Final Budget to the Board of Directors.

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

Chair Garcia closed the Public Hearing.

Action: Motion to approve a Resolution adopting the Final Operating and Capital Budgets for Fiscal Year 2023-2023 made by Board Member D. Oro seconded by Board Member M. Joseph, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Excused: None

BUSINESS

None

FIRE CHIEF ORAL REPORT

Chief Belyea provided the Board of Directors with the following updates:

The District currently has one recruit firefighter in the academy which will conclude this week. The District now has 18-line personnel, allowing for 6-line personnel per shift. We remain committed to filling the three remaining vacancies.

Our Annual Open House is scheduled for October 7th, to be held at Fire Station located at 911 Donaldson Way E., from 10:00 a.m. to 1:00 p.m. Notably, the first hour, from 10:00 a.m. to 11:00 a.m., will be designated as a quiet hour, accommodating those sensitive to lights and sirens.

As Fire Season persists, it's important to note that October typically witnesses the most significant fire growth in Napa County. Our vigilance in property maintenance remains crucial.

Chief Campbell has been actively collaborating with Alexandra Ikeda, the Director from Parks and Recreation to facilitate joint training at the Aquatics Center.

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

Board Member Joseph announced that the Art and Park Foundations are hosting a Pumpkin Patch event on October 7th, located at the end of Wetlands. The public is invited to attend and participate in purchasing and painting pumpkins, promising a delightful experience for all.

ADJOURNMENT

Meeting was adjourned at 7:30 p.m.

CERTIFICATION

Geoff Belyea,
District Fire Chief/District Clerk

William D. Ross
David P. Schwarz
Kypros G. Hostetter
Christina M. Belardo

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

Los Angeles Office:
11420 Santa Monica Blvd
#25532
Los Angeles, CA 90025

File No: 199/3

October 19, 2023

VIA E-MAIL

The Honorable Leon Garcia, Chair
and Members of the Board of Directors
American Canyon Fire Protection District
911 Donaldson Way E.
American Canyon, CA 94503

Re: Report Upon Return from Closed Session; Regular Virtual Meeting of the
American Canyon Fire Protection District Board of Directors; September 26, 2023

Dear Chair Garcia and Members of the Board of Directors:

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 September 26, 2023 Virtual Regular Meeting, consistent with Government Code Section 54957.1.

After convening in Open Session at 5:31 p.m. and ascertaining that there were no public comments on matters agendized for Closed Session, the Board then adjourned to Closed Session at 5:32 p.m. to address the matters agendized for Closed Session consideration. There was clarification provided by District Counsel that one of the matters under Potential Litigation, should be correctly referred to as Existing Litigation, specifically, *Sanchez v. Glen Weeks et al.*, Napa County Superior Court Case No. 21CV00455.

Accordingly, there were three matters agendized for District Closed Session consideration.

1. Conference with Legal Counsel – Anticipated Litigation
Pursuant to Government Code Section 54956.9(d)(2)
Three Matters; and,
2. Matters Relating to Public Employment - Pursuant to Government Code Section 54957(b)
Position: Staffing Personnel Matter
One Matter

The Honorable Leon Garcia, Chair
and Members of the Fire District Board of Directors
October 19, 2023
Page 2

3. Existing Litigation – Pursuant to Government Code Section 54956.9(d)(1)
Matter: *Sanchez v. Glen Weeks et al.*, Napa County Superior Court Case No. 21CV00455.

With respect to each of the matters considered under District Closed Session Agenda Item No. 1., there was no reportable action under the common law attorney-client privileged or that provided by Government Code Section 54956.9(d)(2).

With respect to District Closed Session Agenda Item No. 2., there was no reportable action under the common-law attorney-client privilege and that provided by Government Code Section 54957(b).

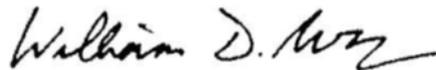
With respect to District Closed Session Agenda Item No. 3., there was no reportable action under the common-law attorney-client privilege and that provided by Government code Section 54956.9(d)(1).

The Closed Session concluded at 6:09 p.m., where it was indicated that a written report upon return consistent with Government Code Section 54957.1, would be prepared.

This communication should be reviewed under the Consent portion of the Agenda of your next Regular or Special District Board Meeting.

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,



William D. Ross
District Counsel

WDR:jf

cc: Geoff Belyea, District Chief
Martha Banuelos, Fire Executive Assistant/Office Administrator



TITLE

Accept the Firehouse Subs Public Safety Foundation, Inc. grant award in the amount of \$32,816.83 and approve the purchase of nine sets of Lion Bunker Gear.

RECOMMENDATION

Adopt Resolution 2023-29 authorizing the Fire Chief to accept a grant award in the amount of \$32,816.83 from the Firehouse Subs Public Safety Foundation, Inc. for Personal Protective Gear and approve the purchase of nine sets of Lion Bunker Gear.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The American Canyon Fire Protection District (District) applied for a grant under the Firehouse Subs Public Safety Foundation, Inc. for personal protective gear (PPE). This funding will be utilized to procure top-quality, compliant PPE that aligns with updated regulations, ensuring our firefighters have the best protection during structural firefighting operations. This grant signifies our commitment to firefighter safety and operational effectiveness.

The narrative for the award highlighted the District's critical need for PPE. The California Labor Code Section 147.4, Cal/OSHA updated regulations related to Personal Protective Equipment (PPE) effective January 1, 2023. These regulations specify a ten-year "Date of Manufacture" retirement period for Structural and Wildland Firefighting Protective Ensemble. Unfortunately, several of our district's PPE turnouts were manufactured in 2007 and require replacement to meet these new standards. Our current turnouts have met this year's in-service requirements, but acquiring new Structural PPE is essential to uphold the highest safety standards.

The acquisition of new Structural PPE not only enhances operational capabilities but also mitigates risks. It further strengthens our ability to protect the community from various emergencies, such as structure fires, vehicle accidents, hazardous situations (HAZMAT calls), and educational events that familiarize children with the role of firefighters in their potential rescue.

The impact of this grant will extend beyond our immediate jurisdiction. The American Canyon Fire

Protection District collaborates closely with neighboring agencies, responding to incidents on major highways and railroads. The grant-funded equipment will enhance the capabilities of our Urban Search and Rescue Team, contributing to a higher survival rate in emergencies involving confined spaces, structural collapses, and other complex scenarios.

In line with the grant's requirements, the District agrees to comply with the Memo of Understanding (MOU) and Funding Agreement. This agreement specifies the purchase of nine sets of Lion Bunker Gear (Coats and Pants) to ensure that our firefighters have the best and most up-to-date PPE to perform their duties safely and effectively.

FISCAL IMPACT

The financial impact of Firehouse Sub's contribution to covering the cost of \$32,816.83 for turnout gear is highly significant; the burden on the American Canyon Fire District's budget is considerably alleviated. The District will cover the cost of the personal protective gear from the Fleet, Facilities, and Equipment (FFE) fund. In accordance with the terms of the grant the District will submit for reimbursement. Total reimbursement will be \$32,816.83. Once the grant reimbursements are received, the funds will be returned to the FFE fund.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

- [1. Resolution 2023-29 Firehouse Sub Public Safety Foundation Grant Acceptance](#)
- [2. MOU- American Canyon Fire District](#)
- [3. Approved Quote- PPE- Lion](#)

RESOLUTION NO. 2023-29

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT AUTHORIZING THE FIRE CHIEF TO ACCEPT A GRANT AWARD IN THE AMOUNT OF \$32,816.83 FROM THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION, INC. TO BE USED TOWARD THE DIRECT PURCHASE OF PERSONAL PROTECTIVE GEAR

WHEREAS, the American Canyon Fire Protection District (District) recognizes the critical importance of maintaining the highest standards for its firefighter and ensuring the well-being of our community members; and

WHEREAS, the District has submitted an application for a grant from the Firehouse Subs Public Safety Foundation, Inc. to secure funding for Personal Protective Gear (PPE) which consists of nine (9) sets of Lion Bunker Gear; and

WHEREAS, the District will be in compliant with the California Labor Code Section 147.4, Cal/OSHA updated regulations related to PPE effective January 1, 2023; and

WHEREAS, the acquisition of new Structural PPE not only enhances operational capabilities but also mitigates risks; and

WHEREAS, it further strengthens our ability to protect the community from various emergencies, such as structure fires, vehicle accidents, hazardous situations (HAZMAT calls), and educational events that familiarize children with the role of firefighters in their potential rescue; and

WHEREAS, The grant-funded equipment will enhance the capabilities of our Urban Search and Rescue Team, contributing to a higher survival rate in emergencies involving confined spaces, structural collapses, and other complex scenarios and

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the American Canyon Fire Protection District authorizes the Fire Chief to accept the grant in the amount of \$32,816.83 from the Firehouse Subs Public Safety Foundation for the purchase of nine (9) Lion Bunker Gear consistent with the terms of the grant.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 24th day of October, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED ABSENCE:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel



Firehouse Subs Public Safety Foundation, Inc.

12735 Gran Bay Pkwy., Suite 150, Jacksonville, Florida 32258

**MEMO OF UNDERSTANDING- FUNDING AGREEMENT
October 11, 2023**

Failure to adhere to the requirements of this Funding Agreement will jeopardize your grant award.
All purchases must match the quantities and equipment approved in the original grant request and approved quote.

Firehouse Subs Public Safety Foundation Responsibilities

- Firehouse Subs Public Safety Foundation will award funding to **American Canyon Fire District, American Canyon, CA** for **\$32,816.82** to be used toward the direct purchase of **Nine Sets of Lion Bunker Gear (Coats & Pants)**.

American Canyon Fire District Responsibilities

1. An ACH transfer will be remitted to the organization name as stated in this memo of understanding and **must** match the EIN number submitted on the grant request and bank account information listed on the ACH Authorization. If there is a change in either information, you must submit a W-9.
2. **Purchase** the equipment on Approved Quote #AMFD0508 from All Star Equipment, Inc.
 - a. **NOTE: DO NOT PREPAY** for the equipment order at the time of purchase
3. **Confirm Receipt of ACH Transfer** by emailing procurementfoundation@firehousesubs.com
4. **Verify Purchase and Delivery** by providing Firehouse Subs Public Safety Foundation with the following:
 - a. All signed and dated packing slips
 - b. Copies of paid invoices, verifying your organization's name as the customer and matching the vendor quote(s)
 - c. A copy of the cleared check(s), verifying the payee and payment amount matches the vendor quote(s)
5. In the event that the purchased equipment costs less than the dollar amount awarded, all excess funds must be returned to Firehouse Subs Public Safety Foundation.
 - a. Email procurementfoundation@firehousesubs.com with notification of excess funds within 30 days of purchase
 - b. Return Excess Funds within 30 days of receipt of excess funds invoice to Firehouse Subs Public Safety Foundation, Attention: Gina Brown, 12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258
6. If purchases exceed funding, **American Canyon Fire District** is responsible for the additional amount.

VERY IMPORTANT: Deadline for submitted documentation is March 1, 2024.

Firehouse Subs Public Safety Foundation

Date

American Canyon Fire District Representative (Signature)

Date

American Canyon Fire District Representative Name (Print)



APPROVED

12328 Lower Azusa Road
Arcadia, CA 91006
(626) 652-0900

2552 Barrington Court
Hayward, CA 94545
(510) 887-6295

SALES QUOTE

AMFD0508
Requested by
Adriana Cruz

Bill To: American Canyon Fire
911 Donaldson Way E .
American Canyon, CA 94503

Ship To: Same-
Attn: Francisco Cano

Phone 916-812-3408

Fax

Date	Date Required	Cust. Order #	Tax Exempt #	Terms	F.O.B.	Salesperson	Ship Via
5/8/2023				Net 30	Destination	Bunker	Dropship
Quantity	U/M	Description				Price	Amount
9	ea	Lion V-Force Turnout Coat, C7 Liner Black Armor AP, per American Canyon specs, AS2Q2016, "ACFD" arched on back of coat				2,023.59	18,212.31
9	pr	Lion V-Force Turnout Pants, C7 Liner Black Armor AP, per American Canyon specs, AS2Q2016				1,360.46	12,244.14
					Subtotal		\$30,456.45
				This Quote is valid until June 14th, 2023		Sales Tax	7.750% \$2,360.37
					Freight		\$0.00
					Total		\$32,816.82



TITLE

Authorizing the purchase of Holmatro Extrication Equipment.

RECOMMENDATION

Adopt Resolution 2023-31 authorizing the Fire Chief to purchase Holmatro Extrication Equipment from Western Extrication Specialist, Inc. in the amount of \$99,900.

CONTACT

Adopt Resolution 2023-31 authorizing the Fire Chief to purchase Holmatro Extrication Equipment from Western Extrication Specialist, Inc. in the amount of \$99,900.

BACKGROUND & ANALYSIS

The American Canyon Fire Protection District (District) has successfully obtained a grant from the California Office of Traffic Safety (OTS) in the amount of \$100,000 to enhance its extrication equipment. In response to this opportunity, the District went through a comprehensive procurement process, obtaining three quotes for the extrication equipment. After thorough research, the District identified the Holmatro Equipment from Western Extrication Specialist, Inc. best aligns with our operational needs.

The quote from Western Extrication Specialists included the necessary equipment needed to meet enhance our emergency response capabilities and ensuring the safety and well-being of our community members. This new extrication equipment will replace outdated and unreliable tools, significantly improving our ability to save lives and maintain public safety. The Western Extrication Specialist encompasses the purchase of two front-line units, which include spreaders, cutters, Telescopic Rams, Battery Chargers, and batteries – all crucial components for efficient extrication. The inclusive cost, with tax and shipping, amounts to \$99,900.00, well within the grant's allocated budget of \$100,000, making it an ideal choice.

FISCAL IMPACT

To facilitate the purchase of the Holmatro Extrication Equipment, the District will cover the project expenses from the Fleet, Facilities and Equipment (FFE) fund. In accordance with the terms of the grant agreement, the District will submit grant reimbursement and wait 90 days to be reimbursed.

The total reimbursement amount is expected to be approximately \$99,900. Once the grant reimbursements are received, the funds will be returned to the FFE fund.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. [Resolution 2023-31](#)
2. [Holmatro Estimate_2589_from_Western_Extrication_Specialists_Inc.](#)
3. [Hurst QO278866_1697636332043](#)
4. [MES Quote_QT1650271_1692372174519](#)

RESOLUTION NO. 2023-31

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION AUTHORIZING THE PURCHASE OF HOLMATRO EXTRICATION EQUIPMENT

WHEREAS, the American Canyon Fire Protection District (District) has been awarded a grant from the California Office of Traffic Safety (OTS) in the amount of \$100,000 for the enhancement of extrication equipment; and,

WHEREAS, the District conducted a thorough procurement process and received three quotes for the purchase of a extrication equipment, ultimately determining that the Holmatro Equipment from Western Extrication Specialist, Inc. is the most suitable option to meet the District's operational requirements; and,

WHEREAS, the Holmatro extrication equipment is essential in elevating our emergency response capabilities, ensuring the safety and well-being of our community, and replacing outdated, unreliable tools with a package that includes purchase of two front-line units, which include spreaders, cutters, Telescopic Rams, Battery Chargers, and batteries; and

WHEREAS, , the all-inclusive quote, including tax and shipping, amounts to \$99,900.54, well within the grant's allocated budget of \$100,000, making it the most cost-effective choice to significantly improve the District's ability to save lives and maintain public safety;

NOW, THEREFORE, BE IT RESOLVED that the District Board of Directors authorizes the Fire Chief to proceed with the purchase of Holmatro Extrication Equipment from Western Extrication Specialist, Inc., at a total cost of \$99,900, as described in the submitted proposal, utilizing the grant funds allocated for this purpose.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 24th day of October 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED ABSENCE:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel

Western Extrication Specialists, Inc.

P.O. Box 1065
Simi Valley, CA 93062
+1 8056247475
djackson@holmatro-westx.com
www.holmatro-westx.com



Western Extrication Specialists

Price Quote

ADDRESS

American Canyon FPD
911 Donaldson Way East
American Canyon, Ca. 94503

SHIP TO

American Canyon FPD
911 Donaldson Way East
American Canyon, Ca.
94503

PRICE QUOTE # 2589

DATE 08/18/2023

EXPIRATION DATE 12/31/2023

TECH/SALES REP.

John Jurado

DATE	ARTICLE NUMBER	DESCRIPTION	QTY	RATE	AMOUNT
	159.000.064	PSP40 SPREADER	2	14,282.00	28,564.00T
	159.000.063	PCU50 CUTTER	2	13,841.00	27,682.00T
	159.000.207	PTR50 TELESCOPIC RAM	2	11,597.00	23,194.00T
	151.000.583	PBPA287 BATTERY	10	948.00	9,480.00T
	151.000.742	PBCH2 BATTERY CHARGER 120VAC	2	628.00	1,256.00T
	151.001.902	TRE05 EXTENSION PIPE	2	1,073.00	2,146.00T
	151.001.500	CCU10 MINI CUTTER W/2 CPBA182 BATTERIES	2	3,990.00	7,980.00T
	159.000.212	CBCH2 BATTERY CHARGER FOR MINI CUTTER	2	158.00	316.00T

Laura, this quote is for 2 sets of Holmatro's battery powered Pentheon tools. The extension pipe are included as well as two CCU10 Mini cutter with batteries and charger.

SUBTOTAL	100,618.00
DISCOUNT 8.5%	-8,552.53
TAX	7,135.07
SHIPPING	700.00
TOTAL	\$99,900.54

Accepted By

Accepted Date

Note: Western Extrication Specialists, Inc is not responsible for outside parties that may request payments via email scams. Any requests to change the normal payment means previously agreed upon should be scrutinized. If there is any suspicious activity involving such requests, please notify us by phone.

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
oaksales@lncurtis.com
 UEI#: DDLSADSWN7U7



Pacific North Division
 6723 Sierra Court, Suite C
 Dublin, CA 94568
www.LNCurtis.com
 Quotation No. 278866

Quotation

CUSTOMER:
 American Canyon Fire
 Protection District
 911 Donaldson Way East
 American Canyon CA 94503

SHIP TO:
 American Canyon Fire District
 911 Donaldson Way East
 American Canyon CA 94503

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
278866	10/05/2023	11/05/2023

SALESPERSON	CUSTOMER SERVICE REP
Shawn Sweeney ssweeney@lncurtis.com 530-308-9575	Shawn Sweeney ssweeney@lncurtis.com 530-308-9575

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
See Internal Notes on Customer Record	Cliff Campbell	C35930	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
DEST	Standard Shipping	

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per-and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

Transportation is included in below pricing.

PLEASE NOT THIS IS BUDGET PRICING FOR SACRAMENTO CITY

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	2	EA	272689000-1C HURST	S 789 E3 Connect Cutter - Tool Only + Captium	OM	\$11,433.60	\$22,867.20
2	2	EA	271633000-1C HURST	SP 333 E3 Connect Spreader - TOOL ONLY + CAPTIUM	OM	\$12,173.40	\$24,346.80

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
oaksales@lncurtis.com
 UEI#: DDLSADSWN7U7



Pacific North Division
 6723 Sierra Court, Suite C
 Dublin, CA 94568
www.LNCurtis.com
 Quotation No. 278866

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
3	2	EA	274685000-1C HURST	R 521 E3 Connect Ram - TOOL ONLY + CAPTIUM	OM	\$8,385.30	\$16,770.60
4	12	EA	90-53-15 HURST	EXWT/E3 Watertight 9Ah Battery	OM	\$809.10	\$9,709.20
5	6	EA	90-53-37 HURST	EWXT/E3 110-240V Charger	OM	\$522.00	\$3,132.00
6	2	EA	81-67-20 HURST	KSV11 Chain Set with Clevis Lock And Hook, Consists of: 2 - 6Ft Chains with Hook 2 - Shackle with Bolt		\$980.00	\$1,960.00

Small Business
 CAGE Code: 5E720
 SIC Code: 5099
 Federal Tax ID: 94-1214350
 UEI #DDLSADSWN7U7

This pricing remains firm until 11/05/2023. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	\$78,785.80
Estimated Tax Total	\$6,105.90
Transportation	\$0.00
Total	\$84,891.70

[View Terms of Sale and Return Policy](#)



(877) 637-3473

Quote

Quote # QT1650271
Date 08/17/2023
Expires 11/11/2023
Sales Rep Banks, Colin
Shipping Method FedEx Ground
Customer American Canyon Fire Protection District
Customer # C212464

Bill To

Martha Banuelos
 American Canyon Fire Protection District
 911 Donaldson Way East
 American Canyon CA 94503
 United States

Ship To

Laura Provencher
 American Canyon Fire Protection District
 911 Donaldson Way East
 American Canyon CA 94503
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
ART.109.173.5			S54-SL3 eForce (32") Spreader	2	\$16,180.00	\$32,360.00
ART.110.215.1			SC240-SL3 NXT GEN Smooth Cut Blades 28V	2	\$14,050.00	\$28,100.00
ART.107.834.2			Telescopic Ram eForce 2.0	2	\$12,175.00	\$24,350.00
ART.105.375.5			Milwaukee 5 AMP Battery	12	\$300.00	\$3,600.00
ART.105.410.9			GENESIS 3 BAY CHARGER 120V *extended lead time of 12-16 weeks-see cancellation policy on pricelist*	2	\$572.00	\$1,144.00
ART.281.920.8	Chain Kit to fit S54 eforce		Chain Kit to fit S54 eforce Standard Chain Kit for S53	2	\$682.00	\$1,364.00
ART.MBGEN.C231	Mounting Bracket for C240 eforce		Mounting Bracket for C240 eforce C231/C236 CUTTER MOUNTING BRACKET	2	\$360.00	\$720.00
GENESIS	ART.MBGEN.T		ART.MBGEN.T Custom GENESIS EFORCE TELERAM BRACKET	2	\$440.00	\$880.00
GENESIS	ART.MBGEN.49/54		ART.MBGEN.49/54 Custom GENESIS S54 BRACKET	2	\$360.00	\$720.00

ATTN: Captain Kenny Diede

Subtotal \$93,238.00
Shipping Cost \$850.00
Tax Total \$7,225.95
Total \$101,313.95

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1650271



TITLE

Authorizing the surplus and disposal of 2002 Zodiac watercraft, 2006 trailer, 2007 Ford F-150, 2011 Ford F-150, and 2016 Ford F-150.

RECOMMENDATION

Adopt Resolution 2023-30, officially designating the following assets as surplus and authorizing their disposition through methods such as sale, public auction, donation, or responsible disposal: 2002 Zodiac watercraft, 2006 trailer, 2007 Ford F-150, 2011 Ford F-150, and 2016 Ford F-150.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

According to the Fire District Property Procedure, S.O.G. 500.09, the American Canyon Fire Protection District (District) may present property that is deemed to have no value or be beyond the useful life to the Board of Directors for declaration as surplus. In adherence to this policy, the District has identified the following items that no longer meet the criteria and has determined that it no longer meets the mission requirements of the District, nor can it perform at the highest levels of safety, operational readiness, functionality, and reliability.

Specifically, the 2002 Zodiac watercraft and its accompanying 2006 trailer have reached a state of disrepair and are inoperative and beyond feasible repair. Consequently, they will be disposed of in a responsible manner.

The 2007 Ford F-150, 2011 Ford F-150, and 2016 Ford F-150 no longer fulfill the operational needs of the District. These vehicles have already been replaced through the Enterprise Master Equity Lease Agreement executed on August 23, 2022, in accordance with Resolution 2022-21.

The District has decided to declare the above items as surplus in order to ensure that our equipment is capable of meeting the evolving needs of the District and its stakeholders. This decision is in line with our commitment to maintaining the highest levels of safety and reliability, while providing the best possible service to our community.

FISCAL IMPACT

The exact financial outcome can only be determined once the assets are sold or disposed of, considering their market value and associated costs. The Ford vehicles will be marketed and sold through Enterprise, with the proceeds from these sales being allocated toward reducing the monthly lease payment for the Enterprise-leased vehicles. This action will result in a reduction of the monthly lease expenses associated with the Enterprise vehicles.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

- [1. Resolution 2023-30](#)

RESOLUTION NO. 2023-30

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT DECLARING THE FOLLOWING AS SUPPLUS AND AUTHORIZING THEIR DISPOSAL THROUGH SALE, PUBLIC AUCTION, OR RESPONSIBLE DISPOSAL: 2002 ZODIAC WATERCRAFT, 2006 TRAILER, 2007, FORD F-150, 2011 FORD F-150, AND 2016 F-150

WHEREAS, a watercraft and vehicle replacement program is necessary to ensure that the American Canyon Fire Protection District (“District”) maintain a dependable fleet of reliable fire watercraft and vehicles capable of meeting the mission requirements of the District and ensuring the highest standards of safety, operational readiness, functionality, and reliability; and,

WHEREAS, the following items have reached the end of its useful life span for the District: 2002 Zodiac watercraft, 2006 trailer, 2007 Ford F-150, 2011 Ford F-150, and 2016 Ford F-150; and

WHEREAS, they no longer meet the mission requirements of the District, nor can they perform at the highest levels of safety, operational readiness, functionality, and reliability; and

NOW, THEREFORE, BE IT RESOLVED that the District Board of Directors hereby declares the following items as surplus: 2002 Zodiac watercraft, 2006 trailer, 2007 Ford F-150, 2011 Ford F-150, and 2016 Ford F-150 to the District’s needs, and further authorizes the Fire Chief to dispose of the surplus items by sale, public auction, or responsible disposal consistent with the District’s Purchasing Policy and Health and Safety Code section 13861(b).

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 24th day of October 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED ABSENCE:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel



TITLE

Authorizing the purchase of a 2023 AB 145 Shallow Water Aluminum Rigid Inflatable Boat and Trailer.

RECOMMENDATION

Adopt Resolution 2023-32 authorizing the Fire Chief to purchase a 2023 AB A145 Shallow Water Aluminum Rigid Inflatable Boat and trailer from AB Profile, First Responder Boats, LLC.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The American Canyon Fire Protection District (District) successfully secured a grant from the State of California Department of Parks and Recreation, Division of Boating and Waterways for a patrol/rescue boat in the amount of \$44,934. In response to this opportunity, the District went through a comprehensive procurement process, obtaining three quotes for the watercraft. After thorough research, the District identified that the AB A145 Shallow Water Aluminum Rigid Inflatable Boat, provided by AB Profile, First Responder Boats, LLC, best aligns with our operational needs.

The quote from AB Profile, First Responder Boats, quote from AB Profile, First Responder Boats, LLC, for the AB A145 Shallow Water Aluminum Rigid Inflatable Boat, including freight charges and estimated tax, falls within the grant amount, thereby ensuring fiscal responsibility in the use of grant funds.

The AB A145 Shallow Water Aluminum Rigid Inflatable Boat is designed to operate effectively in water as shallow as 8 inches, significantly enhancing our swift water rescue capabilities. This vessel also provides adequate capacity to transport a minimum crew and rescue victims safely. This investment is essential for safeguarding the lives of victims and reducing the risks faced by our first responders who often find themselves in high-risk situations.

FISCAL IMPACT

District will cover the project expenses from the Fleet, Facilities and Equipment (FFE) fund. In

accordance with the terms of the grant agreement, the District will request grant reimbursements within 60 days from the conclusion of the Grant Performance Period. The total reimbursement amount is expected to be approximately \$44,934. Once the grant reimbursements are received, the funds will be returned to the FFE fund.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. [Resolution 2023-32](#)
2. [AB Profile Quote A14S JET QUOTE](#)
3. [SOLE SOURCE LETTER FOR A14S JET](#)
4. [All Hands Fire Equipment_EST36687 Quote](#)
5. [Montana AMD Inc._DBA AB Inflatables Quote # 316](#)

RESOLUTION NO. 2023-32

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN
CANYON FIRE PROTECTION AUTHORIZING THE ACQUISITION OF
A 2023 AB A145 SHALLOW WATER ALUMINUM RIGID
INFLATABLE BOAT AND TRAILER**

WHEREAS, the American Canyon Fire Protection District has been awarded a grant in the amount of \$44,934 from the State of California Department of Parks and Recreation, Division of Boating and Waterways for the purpose of acquiring a patrol/rescue boat; and,

WHEREAS, the District conducted a thorough procurement process and received three quotes for the purchase of a watercraft, ultimately determining that the AB A145 Shallow Water Aluminum Rigid Inflatable Boat, offered by AB Profile, First Responder Boats, LLC, is the most suitable option to meet the District's operational requirements; and,

WHEREAS, the quote from AB Profile, First Responder Boats, LLC, for the AB A145 Shallow Water Aluminum Rigid Inflatable Boat, including freight charges and estimated tax, falls within the grant amount, thereby ensuring fiscal responsibility in the use of grant funds; and

WHEREAS, the AB A145 Shallow Water Aluminum Rigid Inflatable Boat is designed to operate effectively in water as shallow as 8 inches, which enhances the District's swift water rescue capabilities and provides a safe means to transport rescue crews and victims during emergency situations;

NOW, THEREFORE, BE IT RESOLVED that the District Board of authorizes the Fire Chief to proceed with the purchase of the 2023 AB A145 Shallow Water Aluminum Rigid Inflatable Boat and trailer from AB Profile, First Responder Boats, LLC, as described in the submitted proposal, utilizing the grant funds allocated for this purpose.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 24th day of October 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED ABSENCE:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel



FIRST RESPONDER BOATS LLC

SAVING LIVES ON THE WATER

QUOTE #9523
DATE: 9-5-23

424 MOSER LANE
MURRAY, KY 42071

PREPARED FOR:

AMERICAN CANYON FIRE PROTECTION DISTRICT
911 DONALDSON WAY E. N.
AMERICAN CANYON, C 94503
CONTACT: EJ ABALOS
707.315.2088

eabalos@amcanfire.com

PREPARED BY:

PAUL GUY
PRESIDENT
FIRST RESPONDER BOATS LLC
270.832.0012

paul@firstresponderboats.com

SALESPERSON	JOB	TERMS	EST.LEAD TIME
PAUL GUY	SWIFT WATER JET RESCUE BOAT	DUE UPON DELIVERY	37 WEEKS COVID DELAY ON MOTOR

QTY	DESCRIPTION	PACKAGE PRICE	LINE TOTAL
1	2024 AB A14S SHALLOW WATER ALUMINUM RIGID INFLATABLE BOAT CUSTOM JET HULL WITH KEEL PROTECTOR, .125 INCH HULL, PADDED DECK, HIGH FLOW DRAIN SCUPPERS, 4 HEAVY DUTY STAINLESS LIFTING POINTS, RED SPONSONS 1670 DECITEX CSM FABRIC (10 YEAR LIMITED WARRANTY / 5 YEAR FULL WARRANTY ON SEAMS), BOW LOCKER, WATER SEPARATOR FILTER, LIFELINE AND NON-SKID ON PERIMETER OF SPONSONS, PRESSURE RELIEF VALVES	\$25008	\$25008
1	ALUMINUM SINGLE JOCKEY STEERING CONSOLE includes gray vinyl flip up seat, Blue Sea Systems 4 Switch panel, Battery Box, Battery Switch, front access door, 6 gal. bow locker fuel tank, manual air pump, 2 aluminum paddles, repair kit, hand pump, Rule 1100GPH Back up Bilge Pump, Stainless steering wheel with speed knob, 1 mile LED Navigation lights with composite 3' LED anchor light on ram mount, "SHOCKWAVE" REAR GRAB BAR (BLACK) AND 3 WELDED ALUMINUM GRAB HANDLES	INCLUDED	INCLUDED
1	2024 MERCURY ELPT FOUR STROKE 60/40HP JET OUTBOARD W/15 INCH SHAFT, WIRE HARNESS, IGNITION SWITCH, SEA STAR THROTTLE BOX, RIGGING ON MOTOR, JET DIALED IN, HEAVY DUTY ALUMINUM LOAD PLATE, ALUMINUM INTAKE FINS, MINI GREASE GUN WITH GREASE	\$8080	\$8080
1	HEAVY DUTY CUSTOM ALUMINUM TRAILER WITH 3500LBS TORSION AXLE, GUIDE POSTS, LED LIGHTING, CARPETED CYPRESS BUNKS, 14 INCH RADIAL TIRES AND SPARE, STAINLESS FITTINGS, DIAMOND PLATE STEP FENDERS WITH STEP BRACING, PVC GUIDE BUNKS, HEAVY DUTY WINCH, SAFETY CHAINS, 2 INCH BALL HITCH	\$4258	\$4258
1	Marine 1000CCA Cranking Battery	\$100	\$100

POTENTIAL ADD ONS			
1	Aluminum Track mount with pre-wire for spotlight, etc.	\$150	
1	4 inch Custom Aluminum heavy duty riser for spotlight beam attack angle	\$100	
1	GO LIGHT "STRYKER" REMOTE LED SPOTLIGHT WITH KEY FOB. 410,000 CANDELA. UTILIZES CUSTOM HEAVY DUTY ALUMINUM TRACK MOUNT AND 4 INCH RISER FOR BETTER LIGHT BEAM ATTACK ANGLE	\$650	
1	RAYMARINE AXIOM PRO 9RVX GPS WITH SIDE SCAN , 1KW CHIRP SONAR AND 3D, NAVIONICS CHARTS, FLIR AND DRONE CAPABLE WITH BUILT IN JOYSTICK CONTROL, BUILT IN GRID SEARCH FOR FIRST RESPONDERS, SECURE AIS COMMS INCLUDES RV-100 1KW SIDE SCAN TRANSDUCER AND WELDED TRANSOM BRACKET AND INSTALL	\$3599	
		SUBTOTAL	\$37,446
FREIGHT FOR RIGGING - FT LAUDEDALE TO MURRAY, KY 1000 MILES @ \$1.80 PER LOADED MILE = \$1800 NOTE: FREIGHT QUOTE IS FOR DEPT PICKUP IN MURRAY, KY ADDL FREIGHT TO AMERICAN CANYON WILL BE QUOTED SEPARATELY		FREIGHT	FT LAUDERDALE TO MURRAY, KY \$1800
PACKAGE PRICE - BOAT, MOTOR AND TRAILER		TOTAL	\$39,246



First Responder Boats LLC
424 Moser Lane
Murray, Ky 42071
270.832.0012

Date; 7-25-23

Re: Sole Source

To whom it may concern,

This letter is to certify that First Responder Boats LLC is the sole source of the following product.

AB14S Profile Outboard Jet Custom Rigid Inflatable

First Responder Boats LLC has made substantial modifications to the AB Profile hull, transom, transom angle, transom knees and keel design that is not available to any other Profile dealer.

First Responder Boats is the Original Equipment Manufacturer of the AB Profile Jet hull and all final assembly including outboard Jet adjustments for maximum performance

First Responder Boats has proprietary CAD drawings and design angle measurements of the Jet Hull. CNC machining is required for the proper design.

No other dealer of AB Profile products has or will have the formula to duplicate this setup. There is no other product or brand available for purchase that can serve the same purpose or function.

V/R
Paul Guy
President
First Responder Boats LLC
270.832.0012
paul@firstresponderboats.com
firstresponderboats.com



All Hands Fire Equipment

PO Box 1245
 Wall NJ 07719
 Tel:(732) 502 8060
 Fax:(732) 502 8064
 www.allhandsfire.com

Quote

Date	Quote #
9/25/2023	EST36687

Contract #

Bill To
AMERICAN CANYON FPD 911 DONALDSON WAY E. N. American Canyon CA 94503

Ship To
AMERICAN CANYON FPD 911 DONALDSON WAY E. N. American Canyon CA 94503

We will try to match or beat any price	Expires	Sales Rep	Ship Via	Shipping Code ...
	10/25/2023	Colarusso, Scott T		

Item Name	Qty.	Description	Options	Rate	Amount
ABI-ITEM	1	2024 A14S JET HULL RED SPONSONS SINGLE JOCKEY CONSOLE 6 GALLON BOW LOCKER FUEL TANK STAINLESS STEERING WHEEL WITH KNOB SWITCH PANEL LED NAV LIGHTS 3 GRAB HANDLES REAR GRAB HANDLE 2 CUSTOM TRACK MOUNTS 2024 MERCURY 60/40 ELPT JET OUTBOARD ALUMINUM LOAD PLATE ALUMINUM INTAKE FINS 2024 HEAVY DUTY CUSTOM ALUMINUM TRAILER RADIAL TIRES WITH SPARE AND SPARE MOUNT CYPRESS CARPETED BUNKS GUIDE POSTS LED LIGHTS STEP ON FENDERS 2 INCH BALL HITCH RAYMARINE 9 INCH AXIOM RVX GPS TRANSOM MOUNT RV100 TRANSDUCER WELDED TRANSOM MOUNT LIGHTHOUSE CHARTS JOYSTICK CONTROL CUSTOM TRACK MOUNT 2 INCH RISER GOLIGHT STRYKER LED BLACK REMOTE		48,000....	48,000.00



All Hands Fire Equipment

PO Box 1245
Wall NJ 07719
Tel:(732) 502 8060
Fax:(732) 502 8064
www.allhandsfire.com

Quote

Date	Quote #
9/25/2023	EST36687

Item Name	Qty.	Description	Options	Rate	Amount
		SPOTLIGHT KEY FOB WITH BLACK HOLSTER BLACK CUSTOM TRACK MOUNTING PLATE 4 INCH RISER DEPTH FINDER			
PICK UP IN NJ				Total	\$48,000.00

Please review your Estimate in great detail to ensure all items, qty., spec, etc. are correct. Please inform us asap if there is an error.



EST36687

Montana AMD Inc/DBA AB Inflatables USA

US Importer of AB Inflatables
 57A Lafayette Ave
 Suffern, NY 10901

QUOTATION

Quote Number: 316
 Quote Date: Sep 25, 2023
 Page: 1

Voice: (845) 918-2100
 Fax: (800) 778-7444

Quoted To:
First Responder Boats, LLC 424 Moser Lane Murray, KY 42071 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
First	10/25/23	Prepaid	

Quantity	Item	Description	Unit Price	Amount
1.00	24 A 14 S RED	2024 PROFILE A14 S JET HULL w/ LOCKER, RED SPONSONS SINGLE JOCKEY CONSOLE 6 GALLON BOW LOCKER FUEL TANK STAINLESS STEERING WHEEL WITH KNOB SWITCH PANEL LED NAV LIGHTS 3 GRAB HANDLES REAR GRAB HANDLE 2 CUSTOM TRACK MOUNTS 2024 MERCURY 60/40 ELPT JET OUTBOARD ALUMINUM LOAD PLATE ALUMINUM INTAKE FINS 2024 HEAVY DUTY CUSTOM ALUMINUM TRAILER RADIAL TIRES WITH SPARE AND SPARE MOUNT CYPRESS CARPETED BUNKS GUIDE POSTS LED LIGHTS STEP ON FENDERS	48,356.00	48,356.00
			Subtotal	Continued
			Sales Tax	Continued
			Freight	
			TOTAL	Continued

Montana AMD Inc/DBA AB Inflatables USA

US Importer of AB Inflatables
 57A Lafayette Ave
 Suffern, NY 10901

QUOTATION

Quote Number: 316
 Quote Date: Sep 25, 2023
 Page: 2

Voice: (845) 918-2100
 Fax: (800) 778-7444

Quoted To:
First Responder Boats, LLC 424 Moser Lane Murray, KY 42071 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
First	10/25/23	Prepaid	

Quantity	Item	Description	Unit Price	Amount
		2 INCH BALL HITCH RAYMARINE 9 INCH AXIOM RVX GPS TRANSOM MOUNT RV100 TRANSDUCER WELDED TRANSOM MOUNT LIGHTHOUSE CHARTS JOYSTICK CONTROL CUSTOM TRACK MOUNT 2 INCH RISER GOLIGHT STRYKER LED BLACK REMOTE SPOTLIGHT KEY FOB WITH BLACK HOLSTER BLACK CUSTOM TRACK MOUNTING PLATE 4 INCH RISER **For Dept Pickup in New York		
		Subtotal		48,356.00
		Sales Tax		
		Freight		
		TOTAL		48,356.00



TITLE

Authorizing execution of the Cooperative Joint Powers Dispatching Services Agreement between the City of Napa and the American Canyon Fire Protection District for dispatching services.

RECOMMENDATION

Adopt Resolution 2023-33 authorizing execution of the Cooperative Joint Powers Dispatching Services Agreement between the City of Napa and the American Canyon Fire Protection District for the administration and operation of centralized emergency response dispatching services.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

On July 1, 2011 the City of Napa Central Dispatch commenced emergency dispatch services for the District subsequent to approval of the original agreement by the District Board of Directors on December 21, 2010. The Cooperative Joint Powers Dispatching Services Agreement between the American Canyon Fire Protection District (District) and the City of Napa (City) aim to enhance centralized emergency response dispatching services. This joint exercise of powers is based on the Government Code of the State of California, enabling the City and the District to pool resources and eliminate redundancy. Both entities operate under California's laws and are considered public agencies. The agreement supersedes prior dispatching service contracts and outlines a 5-year partnership to manage annual costs, including maintenance and system capital improvements.

The scope of work primarily involves the City providing dispatching services for Participating Agencies which includes emergency call reception and dispatch for services like fire, police, and emergency medical assistance. The agreement also specifies that 911 calls for fire services for the Napa County Fire Department will be directed to the California Department of Forestry and Fire Protection (Cal FIRE).

The rate for services per year is as follows: \$78,712 for Fiscal Year 2022/2023; \$81,073 for Fiscal Year 2023/2024; \$83,505 for Fiscal Year 2024/2025; \$86,010 for Fiscal Year 2025/2026 and \$88,590 for Fiscal Year 2026-2027. The agreement emphasizes that the City and the District are independent entities and not each other's employers, while also outlining shared privileges, immunities, and

benefits for their staff. The parties agree to provide services promptly, understanding the challenges of emergency response times.

Overall, this agreement signifies a collaborative effort between the City of Napa and the District to optimize emergency dispatch services, enhance operational efficiency, and streamline costs for the benefit of their communities.

FISCAL IMPACT

This agreement has been budgeted in the District's budget.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

No environmental review is required, as the proposed action is not a "project" pursuant to the California Environmental Quality Act and has no potential for causing an impact on the environment.

ATTACHMENTS:

- [1. Resolution 2023-33 Cooperative Joint Powers Dispatching Services Agreement\)](#)
- [2. Dispatch Agreement_C2023-680 _2023-05 American Canyon Fire](#)

Resolution 2023-33

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT AUTHORIZING THE COOPERATIVE JOINT POWERS DISPATCHING SERVICES AGREEMENT BETWEEN THE CITY OF NAPA AND THE AMERICAN CANYON FIRE PROTECTION DISTRICT FOR THE ADMINISTRATION AND OPERATION OF CENTRALIZED EMERGENCY RESPONSE DISPATCHING SERVICES

WHEREAS, on July 11, 2011 the American Canyon Fire Protection District (“District”) and the City of Napa (“City”) entered into a Cooperative Joint Powers Dispatching Services Agreement (“Agreement”) for dispatching services; and,

WHEREAS, this joint exercise of powers is based on the Government Code of the State of California, enabling the City and the District to pool resources and eliminate redundancy. Both entities operate under California's laws and are considered public agencies; and,

WHEREAS, prior to this agreement, the City and the District have executed several Dispatching Services Contracts and Amendments referred to as "Prior Agreements," each outlining the terms for the dispatching of emergency services within the American Canyon Fire Protection District, and,

WHEREAS, these “Prior Agreements” have apportioned annual costs associated with centralized dispatching services between the City and the District, and the parties now desire to establish new terms for such cost apportionment, including maintenance and capital improvements, under this Agreement.

WHEREAS, this agreement supersedes prior dispatching service contracts and outlines a 5-year partnership to manage annual costs, including maintenance and system capital improvements

WHEREAS, the parties have determined that this Agreement should have a term from July 1, 2022, to June 30, 2027, unless terminated earlier as specified in the Agreement, and;

WHEREAS, the rate for services per year is as follows: \$78,712 for Fiscal Year 2022/2023; \$81,073 for Fiscal Year 2023/2024; \$83,505 for Fiscal Year 2024/2025; \$86,010 for Fiscal Year 2025/2026 and \$88,590 for Fiscal Year 2026-2027; and,

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the American Canyon Fire Protection District that the Cooperative Joint Powers Dispatching Services Agreement with the City of Napa is hereby approved, and the District Fire Chief is hereby authorized to take all necessary and incidental actions to finalize and execute the Agreement; and,

APPROVED AND ADOPTED at the American Canyon Fire Protection District Board of Directors Meeting held on the 24th day of October 2023 by the following:

AYES:
NOES:
ABSTAIN:
EXCUSED ABSENCE:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel

COOPERATIVE JOINT POWERS DISPATCHING SERVICES AGREEMENT
Between the American Canyon Fire Protection District and the City of Napa

This Cooperative Joint Powers Dispatching Services Agreement for the administration and operation of centralized emergency response dispatching services ("Agreement") is made and entered into under the joint exercise of powers provisions of the Government Code of the State of California, California Government Code Section 6500-6536, between the City of Napa, a California charter city and municipal corporation ("City"), and the American Canyon Fire Protection District ("ACFPD"), a subsidiary special district of the City of American Canyon of the State of California ("American Canyon") is effective on the date last signed by the City, which is identified on the signature page as the "Effective Date." City and American Canyon Fire Protection District are public entities organized and operating under the laws of the State of California and each is a public agency as defined in California Government Code Section 6500. City and ACFPD may be referred to collectively as "the parties."

RECITALS

- A. The City and ACFPD have agreed that a centralized service for dispatching certain emergency vehicles and related services within the City and the area served by ACFPD will eliminate duplication of services and will achieve cost savings and operational efficiencies to the benefit of both parties and all residents within the City and American Canyon Fire Protection District.
- B. Concerning the operation of a centralized service for dispatching emergency vehicles and related services within American Canyon Fire Protection District, the City and ACFPD have previously executed the following Dispatching Services Contracts and Amendments (hereinafter referred to as "Prior Agreements"):
ACFPD Contract Number (No.) 2011-04 and City Contract No. C2011-49, executed by the parties on or about March 15, 2011;
ACFPD Contract No. 2013-04 and City Contract No. C2013-298 executed by the parties on or about June 24, 2013;
Amendment No. 1 to ACFPD Contract No. 2013-04 and City Contract No. C2013-298 on or about June 2, 2015;
Amendment No. 2 to ACFPD Contract No. 2013-04 and City Contract No. C2013-298 on or about May 30, 2017;
Amendment No. 3 to ACFPD Contract No. 2013-04 and City Contract No. C2013-298 on or about October 27, 2017;
Amendment No. 4 to ACFPD Contract No. 2013-04 and City Contract No. C2013-298 on or about March 27, 2018;
Amendment No. 5 ACFPD Contract No. 2013-04 and City Contract No. C2013-298 on or about October 23, 2019;
Amendment No. 6 to ACFPD Contract No. 2013-04 and City Contract No. C2013-298 on or about December 16, 2022, with a termination date of June 30, 2022.
- C. Prior Agreements apportioned annual costs of such centralized dispatching service between the parties. ACFPD and City now desire to enter into a new 5-year agreement establishing the provisions for apportionment of annual costs, including maintenance and system capital improvements under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions identified herein, the parties hereby agree as follows:

- 1) SCOPE OF WORK.

a) The parties hereby terminate and supersede (by this Agreement) all previous provisions of the Prior Agreements; provided, however, that the obligations of either party under this Agreement paragraphs 12, 13 and 15 shall continue in full force and effect in relation to acts or omissions occurring during the term of the Prior Agreements (prior to effective date of this Agreement).

b) The City shall provide the Participating Agencies (as identified on Exhibit "A," attached hereto and incorporated herein by reference) the services identified in this Agreement, with the goal of providing all services customarily necessary for the efficient operation of a 911/Emergency Call Receiving Center and Emergency Dispatch and Communications Center by a city or county. These services shall include the receipt of 911 and all other emergency calls for service, and the dispatch of fire, police, sheriff, emergency medical and other needed emergency services for the benefit of the Participating Agencies. 911 calls for fire services for the Napa County Fire Department shall be forwarded immediately to California Department of Forestry and Fire Protection, hereinafter referred to as "Cal FIRE," for dispatching of Napa County Fire resources.

2) LEVEL OF SERVICE. All emergency telephone lines and other approved methods of emergency notification of City and ACFPD shall terminate at the Communications Center. Communications Center staff shall answer all such emergency calls for service and dispatch, or notify the appropriate emergency services provider according to the policies and procedures of the Communications Center. The City shall maintain no fewer than three (3) Public Safety Dispatchers scheduled at the Communications Center at all times, including one (1) Supervisor or Acting Supervisor.

3) JURISDICTIONAL COORDINATION. The City, through the Communications Center, shall make every reasonable effort to:

a) Dispatch all emergency services according to the policies and procedures of the Communications Center. The policies and procedures of the Communications Center shall incorporate the policies and procedures of each Participating Agency and the requirements of the County Emergency Medical Services Agency; provided that a copy of any such policies and procedures are provided to the City.

b) Dispatch emergency medical services only in accordance with the respective operating boundaries of each emergency medical service provider, as approved in writing by the County Emergency Medical Services Agency.

c) ACFPD shall keep the Communications Manager (as described in Section 8 of this Agreement) informed of the applicable policies and procedures (including terms and conditions of any relevant contracts) relative to dispatching emergency units.

d) ACFPD and Communication Center staff may report any unusual occurrence involving the Dispatch Center and ACFPD, utilizing the ACFPD Unusual Occurrence (UO) Report (ExhibitC). Each UO Report will be communicated to appropriate mutually agreed staff, but shall always include the Communications Manager for the City and Assistant Fire Chief for ACFPD. City and ACFPD shall communicate within two business weeks their respective findings, resolution or status regarding the matter documented within an UO Report.

4) COMPENSATION.

a) ACFPD shall pay City, as compensation in full for services during the term of this Agreement at the rate identified in Exhibit "B," attached hereto and incorporated herein by reference.

b) In addition to the rate identified in Exhibit B, ACFPD shall pay the monthly wireless fee per data line as described in Exhibit B.

- c) In addition to the rate to be paid by the ACFPD pursuant to Agreement paragraph 4(a), the ACFPD shall also separately pay its pro rata share of the cost of anticipated capital system improvements to equipment, software or other system upgrades to the Communication Center's Computer Aided Dispatch (CAD) system. The ACFPD's pro rata share of such costs shall not exceed the percentage of the annual volume of calls as compared to the volume of calls for Benefitting Agencies as listed in Exhibit A, for the full prior calendar year.
- d) In the event that City identifies unanticipated requirements for capital improvements, unanticipated emergency repairs or maintenance costs during the course of this Agreement, City and ACFPD agree to meet and discuss the need and financial ability to fund such capital improvements, unanticipated repairs or maintenance costs. Any such modification to add such additional costs shall be documented in a written amendment to this agreement and effective upon approval by the Governing Bodies of the City and the ACFPD.
- e) City and ACFPD agree to meet and discuss the need and financial ability to add staff to the Communications Center. Any such modification to add such additional costs shall be documented in a written amendment to this agreement and effective upon approval by the Governing Bodies of the City and the ACFPD.
- f) City and ACFPD will meet and agree on an adjusted yearly base rate if a tax or bond measure is passed, or a grant is awarded, that offsets the required budget for the Communications Center.
- g) Under separate Agreement, City and ACFPD have agreed to implement jointly the Tablet Command system. There are no additional costs specifically attributable to ACFPD for the implementation of the system. In the future, if there are costs attributable specifically to ACFPD (i.e. software maintenance), the terms to address those costs will be addressed via amend to this Agreement.
- 5) TERM. The term of this Agreement shall be from July 1, 2022, until June 30, 2027, unless terminated earlier as provided herein; except that the obligations of the parties under Paragraph 12 (Insurance) and Paragraph 13 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement.
- 6) METHOD OF PAYMENT. ACFPD agrees to pay City in two equal payments per fiscal year during the term of this Agreement. Such payments will be made within 30 days after billing by the City and as follows:
- a) City agrees to bill ACFPD for July 1 through December 31 services during the first week of July of each year for the term of this Agreement and to bill ACFPD for January 1 through June 30 services during the first week of January of each year for the term of this Agreement.
- b) ACFPD agrees to not seek from City any State reimbursement funds made to the City for training (California Peace Officers Standards and Training or other), equipment or other reimbursements customarily received by 911 Centers.
- 7) TERMINATION OF AGREEMENT. This Agreement may be terminated by either party, for convenience (with or without cause), in the following manner only: The party desiring to terminate this Agreement must give not less than six (6) months written notice of its intent to terminate. The starting date for calculating the six (6) month period shall be June 30 or December 31, which ever first occurs following the effective date of the written notice (under Agreement Paragraph 11). ACFPD shall pay for the services received up to and including the effective date of the termination.

8) OPERATIONS. The Communications Center shall be administrated and operated by the City of Napa Police Department. A Communications Manager, or other designee as appointed by the Chief of Police, will be responsible for day-to-day administration and management of the Communications Center, in the carrying out of their duties, the Communications Manager will communicate regularly and in a timely manner with the appropriate ACFPD personnel regarding operational issues and any problems that may arise.

9) LOCATION. The Communications Center shall be in a facility that is appropriate for the efficient operation of the Communications Center, as determined by the City.

10) PERSONNEL. All personnel assigned to the Communications Center shall be hired and salaried under policies and procedures of City and shall be City employees.

11) NOTICES. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give to the other party shall be addressed to the other party at the address set forth below. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

ACFPD	CITY
Geoff Belyea, Fire Chief	Gus Ulloth, Communications Manager
American Canyon Fire Protection District	City of Napa
911 Donaldson Way East	P.O. Box 660
American Canyon, CA 94503	Napa, CA 94559

12) INSURANCE. City and ACFPD shall both maintain in full force and effect throughout the term of this Agreement and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

a) Workers' Compensation Insurance. City and ACFPD shall each independently maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance covering their respective employees in the amount of \$1,000,000.

b) General Liability Insurance. City and ACFPD shall each independently maintain general liability insurance limits no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damages. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

13) INDEMNIFICATION.

a) To the full extent permitted by law, ACFPD will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, agents and attorneys) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to ACFPD's acts or omissions under this Agreement. Consistent with Civil Code Section 2782, ACFPD will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. ACFPD's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by ACFPD's, including, but not limited to, workers' compensation insurance.

To the full extent permitted by law, City will indemnify, hold harmless, release, and defend ACFPD (including its officers, elected or appointed officials, employees, volunteers, agents, and attorneys) from and against

any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to City's acts or omissions under this Agreement. Consistent with Civil Code Section 2782, City will not be obligated to indemnify ACFPD for the proportionate share of the Liability caused by the ACFPD's active negligence, sole negligence, or willful misconduct. City's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by ACFPD, including, but not limited to, workers' compensation insurance.

14) INDEPENDENT ENTITIES

Although this Agreement is a Joint Powers Agreement as authorized by California Government Code 6500 *et seq*, City and American Canyon Fire Protection District are independent entities, and City and ACFPD and the respective officers, agents employees and attorneys of City and ACFPD are not, and shall not be deemed, employees of the other agency for any purpose, including but not limited to worker's compensation and employee benefits.

15) PRIVILEGES, IMMUNITIES AND OTHER BENEFITS

In accordance with California Government Code section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the parties when performing their functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with performance of this Agreement.

16) BEST EFFORTS. City and ACFPD shall use their best efforts to provide the services called for in this Agreement in a reasonable prompt manner. However, due to the emergency nature of the services provided and the number of calls received, all parties to this Agreement understand and agree that no guarantee can be made, or is intended to be made, as a result of the execution of this Agreement, as to the nature of timing of the response by City or ACFPD to any specific emergency.

17) THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

18) GENERAL PROVISIONS.

a) Headings. The heading titles for each paragraph 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 the Agreement.

b) 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, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

c) Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall 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 shall be filed and heard in a court of competent jurisdiction in Napa County.

d) Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

e) Assignment and Delegation. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the duties be delegated without the written consent of the other party to this Agreement. Any attempt to assign or delegate this Agreement without the written consent of the other party shall be void and of no force or effect. A consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

f) Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

g) Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

h) Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. 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.

i) Each Parties' Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

j) 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 City and the ACFPD.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF NAPA:

AMERICAN CANYON FIRE PROTECTION DISTRICT

American Canyon Fire Protection District

Jennifer Gonzales, Chief of Police

By: _____
Leon Garcia, ACFPD Board Chair

Date: _____
("Effective Date")

By: _____
Geoff Belyea, Fire Chief

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Kelly Trujillo, Assistant City Attorney

William D. Ross, ACFPD Counsel

Exhibit "A"
List of Participating Agencies

Calls for Service total for each agency is calculated by the number of CAD events by CAD agency where the CAD event occurred.

The Benefitting Agencies Calls for Service are allocated as defined below:

- **Napa City CAD Agencies:** Napa Police Department and Napa City Fire Department
- **Napa County CAD Agencies:** American Canyon Police Department, Napa Sheriff Office, Yountville Township Police Department, Napa County Fire, St. Helena Police Department, Calistoga Police Department
- **American Canyon Fire CAD Agency:** American Canyon Fire Protection District
- **American Medical Response CAD Agencies:** EMS CAD events from Napa Fire Department, American Canyon Fire Protection District and Ambulance (AMB) CAD agencies.
- **Animal Services:** ASO Events are subtracted from NPD agency and added to Napa County CAD Agencies Calls for Service.
- **Support Agency CAD events** are CAD events created to support City and County government agencies. Primarily, these events are after hour requests for Public Works Services. The events are currently not cost allocated to any agency; these CAD events account for about 3-4% of the total Calls For Service.

Exhibit "B"
Rates for service to ACFPD per fiscal year

<u>Fiscal Year</u>	<u>Rate</u>
FY 2022/2023	\$78,712
FY 2023/2024	\$81,073
FY 2024/2025	\$83,505
FY 2025/2026	\$86,010
FY 2026/2027	\$88,590

ACFPD will be responsible for monthly wireless access fee per data line, for each of its supporting devices connected to the CAD system. As of October 2023, ACFPD has 13 lines of service with an average cost of \$42/month. Each line cost varies slightly based on when it was created. The service is provided to the City from Verizon Wireless and the City charges a straight pass-through cost to ACFPD for each data line, which ACFPD will reimburse the City for upon invoice.

ACFPD may increase or decrease the number of lines/devices at their discretion to support devices in their operation. All charges related to the data lines will be reconciled on the billing cycles conducted per paragraph 6(a) above.

