



AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD MEETING

AGENDA

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

February 22, 2022

6:30 PM

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

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 are currently Teleconference Meetings Only to align with 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: 886 7535 4466 Passcode: 331562

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: Fire Chief

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 Closed Session. 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

PUBLIC COMMENT

This time is reserved for members of the public to address the American Canyon Fire Protection District Board on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the American Canyon Fire Protection District Board. It is recommended that speakers limit their comments to 3 minutes each and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the American Canyon Fire Protection District Board on items on the Agenda should comment via email prior to the start of the meeting. The American Canyon Fire Protection District Board is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the American Canyon Fire Protection Board does not respond to public comment at this time. Speakers are asked to please speak clearly, and provide their name. Any handouts for distribution to the American Canyon Fire Protection District Board must be emailed by 3:00 p.m. on meeting day.

AGENDA CHANGES

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

CONSENT CALENDAR

2. **Continued Use of Remote Teleconference for Meetings.**

Recommendation: Adopt a [Resolution](#) reaffirming that a local emergency exists, re-ratifying the Proclamation of a State of Emergency by Governor Newsom on March 4, 2020 and authorizing continued use of remote teleconference meetings of legislative bodies of the American Canyon Fire Protection District for the period of March 1, 2022 through March 31, 2022 pursuant to Brown Act Provisions.

3. **District Counsel [Closed Session Report](#) of January 25, 2022 Fire District Board Meeting.**

4. **Approve [January 25, 2022 Fire District Minutes](#) .**

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

Recommendation: Approve [Resolution 2022-04](#) approving the Second Amendment to the existing Emergency Medical Services Agreement between the American Canyon Fire Protection District and American Medical Response West.

6. **[Annual Inspection Report as required by Health and Safety Code Sections 13146.2 and 13146.3.](#)**

Recommendation: Adopt Resolution 2022-03 regarding the inspection of certain occupancies for which the American Canyon Fire Protection District is required to perform annual inspections pursuant to Health and Safety Code Sections 13146.2 and 13146.3.

PUBLIC HEARINGS

None

BUSINESS

7. **[Fiscal Year 2021-2022 Budget Review.](#)**

Recommendation: Receive a presentation on the Fiscal Year 2021-2022 Budget Review and adopt [Resolution 2022-05](#) authorizing the proposed budget amendment.

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

Michael P. Cahill, Fire District Chief



TITLE

Continued Use of Remote Teleconference for Meetings.

RECOMMENDATION

Adopt a [Resolution](#) reaffirming that a local emergency exists, re-ratifying the Proclamation of a State of Emergency by Governor Newsom on March 4, 2020 and authorizing continued use of remote teleconference meetings of legislative bodies of the American Canyon Fire Protection District for the period of March 1, 2022 through March 31, 2022 pursuant to Brown Act Provisions.

CONTACT

William D. Ross, District Counsel

BACKGROUND & ANALYSIS

Because of the COVID-19 Pandemic, the District Board met by Zoom teleconference, as did the City of American Canyon as allowed by Executive Order N-29-20 expired on September 30, 2021. Assembly Bill 361, which was approved at by the Governor on September 16, 2021, allows local agencies such as the District (and State agencies and School Boards) to continue to meet by Zoom teleconference, provided that certain conditions are met.

The effect of Executive Order N-29-20 was to suspend certain provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950 et seq.), which only allowed remote teleconference participation by District Board Members through a posting process at that Legislator's location, with agenda provisions indicating that location with a requirement that it be accessible to the public.

Enclosed is a District Board Resolution which would comply with the provisions of AB 361 to allow continued Zoom meetings of the District Board until full in-person meetings are resumed.

The ability to continue to meet by Zoom, even in conjunction with Open Meetings, can be accomplished by the District Board provided that monthly resolutions as agenda items are enacted with provisions referencing appropriate confirmation of declared emergencies are described.

Stated plainly, the Board will have to enact a "361 Resolution" at each meeting of the District Board

to allow the Zoom teleconference procedure to continue.

Changes to the initial Agenda page of the Board will also change in March 2022 as the means for the public to participate via continued Zoom teleconference will have to be described consistent with the AB 361 procedures rather than Executive Order N-29-20.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

None

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

[Resolution 2022-02 Implementing AB 361](#)

RESOLUTION NO. 2022-02

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 MEETINGS OF THE LEGISLATIVE BODIES OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT FOR THE PERIOD MARCH 1, 2022 THROUGH MARCH 31, 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”); and,

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; and,

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; and,

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; and,

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; and,

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; and,

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; and,

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 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; and,

WHEREAS, due to the surging Delta Variant of COVID-19, followed by the surging of the Omicron Variant of COVID-19, meetings in person would present imminent risk to health and safety of attendees; and,

WHEREAS, the District Board does hereby find that the State of Emergency proclaimed by Governor Newsom on March 4, 2020, and, the Delta Variant of COVID-19 surging in Napa County per the Napa County Public Health Notices on August 2, 2021 and August 6, 2021 followed by the surging of the Omicron Variant of COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to affirm a local emergency exists and ratify the Proclamation of State of Emergency by the Governor of the State of California; and,

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 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 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 March 31, 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 regularly scheduled meeting of the District Board of the American Canyon Fire Protection District held on the 22nd day of February, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Michael P. Cahill, Fire Chief
Clerk to the Board

William D. Ross, District Counsel

William D. Ross
David Schwarz
Kypros G. Hostetter

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

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

File No: 199/3

January 26, 2022

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 City of the American Canyon Fire Protection District Board of Directors; January 26, 2022

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 January 26, 2022 Virtual Regular Meeting, consistent with Government Code Section 54957.1.

After convening in Open Session at 5:32 p.m. and ascertaining that there were no comments on the agendaized Closed Session matters, your Board adjourned to Closed Session at 5:32 p.m. to address the matters agendaized for Closed Session consideration.

There were three matters agendaized for District Closed Session consideration.

1. Real Property Negotiations
Pursuant to Government Code Section 54956.8
Negotiator: Fire Chief Michael P. Cahill
Property Location: APN 059-020-004 – 659 Napa Junction Road, American Canyon, CA
2. Matters Relating to Public Employment – Pursuant to Government Code Section 54957(b)
Position: Fire Chief
3. Conference with Legal Counsel – Anticipated Litigation

The Honorable Leon Garcia, Chair
and Members of the Fire District Board of Directors
January 26, 2022
Page 2

Pursuant to Government Code Section 54956.9(d)(2)
One Matter

With respect to District Closed Session Agenda Item No. 1., there was no reportable action under the provisions of Government Code Section 54956.8.

With respect to District Closed Session Agenda Item No. 2., there was no reportable action under the provisions of Government Code Section 54957(b).

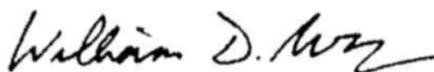
With respect to District Closed Session Agenda Item No. 3., there was no reportable under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

The Closed Session concluded at 6:28 p.m., with the Board convening in Open Session at 6:36 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

WDR:jf

cc: Michael P. Cahill, District Chief
Martha Banuelos, Fire Executive Assistant/Office Administrator

**Special American Canyon Fire Protection District
Board Meeting**

ACTION MINUTES

January 25, 2022

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

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

CLOSED SESSION ROLE CALL

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

Absent: None

There were no public comments on the closed session items.

5:30 P.M. CLOSED SESSION

1. Real Property Negotiations

Pursuant to Government Code Section 54956.8

Negotiator: Fire Chief Michael P. Cahill

Property Location: APN 059-020-004 - 659 Napa Junction Road, American Canyon, CA

2. Matters Relating to Public Employment - Pursuant to Government Code Section 54957 (b) Position: Fire Chief

3. Conference with Legal Counsel - Anticipated Litigation. Pursuant to Government Code Section 54956.9 (d)(2); and, One Matter.

6:30 P.M. OPEN SESSION

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

CALL TO ORDER

Meeting was called to order at 6:37 PM

PLEDGE OF ALLEGIANCE

Chairman Garcia led the Pledge of Allegiance

ROLL CALL

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

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

Open Session convened at 5:32 p.m. and ascertaining that there were no comments on the agendaized Closed Session, the Board adjourned to Closed Session to address the matters agendaized for Closed Session consideration. Closed Session concluded at 6:28 p.m. A written report will be provided by District Counsel, William D. Ross, consistent with the provisions of Government Code 54957.1 with respects to item numbers 1, 2, and 3.

PROCLAMATIONS AND PRESENTATIONS

1. **Certificate of Appreciation for Fire Captain Ron Prettyman.**
Captain Ron Prettyman was recognized by the Board of Directors for his 15 years of service to the District
2. **Proclamation recognizing the month of February 2022 as American Health Awareness Month.**
Chairman Garcia announced the Proclamation.

PUBLIC COMMENT - ITEMS NOT ON THE AGENDA

Chairman Leon Garcia opened Public Comments.

Written Comments: None

Oral Comments: Justin Hamilton Hole was called to speak.

Chairman Leon Garcia closed Public Comments.

AGENDA CHANGES

There were no Agenda Changes.

CONSENT CALENDAR – ACFPD

Action: Motion to approve CONSENT CALENDAR made by Board Member Mark Joseph, seconded by Vice Chair Mariam Aboudamous, and Carried by roll call vote.

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

Nays: None

Abstain: None

Absent: None

3. **December 21, 2021 Fire District Board Minutes.**
Action: Approved the minutes of the Fire District Meeting of December 21, 2021.
4. **Continued Use of Remote Teleconference for Meetings.**
Action: Adopted Resolution 2022-01 reaffirming that a local emergency exists, re-ratifying the Proclamation of a State of Emergency by Governor Newsom on March 4, 2020 and authorizing continued use of remote teleconference meetings of legislative bodies of the American Canyon Fire Protection District for the period of January 27, 2022 through February 28, 2022 pursuant to Brown Act Provisions.
5. **Annual Comprehensive Financial Report.**
Action: Received and Filed the Annual Comprehensive Financial Report and related communications from the Fire District's external auditor for Fiscal Year 2020-21.

PUBLIC HEARINGS

There were no public hearing items.

BUSINESS

There were no business items

FIRE CHIEF ORAL REPORT

1. Chief Belyea provided an update on the Master Plan with AP Triton.
2. Mid-Year Budget Meeting has been scheduled with the Finance Committee Meeting next month.
3. Chief Cahill discussed the need of replacing a fire apparatus at Station 2 due to its unreliability. The cost of fire engines has increased tremendously and Chief Cahill will present to the Board in the near future different funding opportunities for purchasing new apparatus.

CHAIR BOARD COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

Mark Joseph inquired if American Canyon would be a benefactor in the County-wide sales tax wildfire initiative. Chief Cahill stated that the Fire Chiefs in Napa County are working with the City Managers to provide input into the County's proposal.

Leon Garcia inquired if the District would consider street cushions for traffic calming. Chief Cahill stated that he would consider testing the installation of one street cushion on Wetlands Edge Road. Studies have shown that speed cushions should not slow the response time for fire apparatus.

ADJOURNMENT

Meeting was adjourned at 7:03 p.m.

CERTIFICATION

Michael P. Cahill
District Fire Chief/District Clerk



TITLE

Second Amendment to Emergency Ambulance Services and Fire Department First Responder Advanced/Support System performance between American Canyon Fire Protection District and American Medical Response West.

RECOMMENDATION

Approve [Resolution 2022-04](#) approving the Second Amendment to the existing Emergency Medical Services Agreement between the American Canyon Fire Protection District and American Medical Response West.

CONTACT

Michael P. Cahill, Fire Chief

BACKGROUND & ANALYSIS

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

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

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

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

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

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

None

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. [Resolution No. 2022-04 \(Second Amendment to AMR Agreement\)](#)
2. [Exhibit A FRALS 2nd Amendment](#)
3. [Exhibit B](#)

RESOLUTION NO. 2022-04

A RESOLUTION OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT AUTHORIZING THE SECOND AMENDMENT TO THE EXISTING AGREEMENT THROUGH AND INCLUDING APRIL 15, 2022 OR AS MAY BE OTHERWISE AGREED/BETWEEN THE AMERICAN CANYON FIRE PROTECTION DISTRICT AND AMERICAN MEDICAL RESPONSE WEST

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

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

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

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

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

The foregoing resolution was PASSED, APPROVED AND ADOPTED at a regular meeting of the Board of Directors of the American Canyon Fire Protection District, held on the 22nd day of February, 2022 by the following vote:

Chairman L. Garcia: _____
Vice Chair M. Aboudamous: _____
Board Member M. Joseph: _____
Board Member D. Oro: _____
Board Member P. Washington: _____

Dated: 2/22/2022

Leon Garcia, Board Chairman

ATTEST:

Mike Cahill, Fire Chief/District Clerk

APPROVED AS TO FORM:

William D. Ross, District Counsel

Resolution 2022-04

EXHIBIT “A”

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

THIS SECOND AMENDMENT TO EMERGENCY AMBULANCE SERVICES AND FIRE DEPARTMENT FIRST RESPONDER ADVANCED LIFE SUPPORT SYSTEM PERFORMANCE BETWEEN AMERICAN CANYON FIRE PROTECTION DISTRICT AND AMERICAN MEDICAL RESPONSE WEST (“Second Amendment”) is made and entered into as of February 28, 2022 (“**Effective Date**”) by and between American Medical Response West dba American Medical Response or AMR (“AMR”) and American Canyon Fire Protection District (“District”). AMR and District are sometimes collectively referred to hereafter as the “**Parties**” and individually a “**Party**”.

Preliminary Statement

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

Agreement

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

- 1. This Amendment shall be effective when executed by all parties as of the Effective Date.
- 2. The parties hereby amend the termination date of the Agreement as follows:
 - a. The Agreement shall terminate on April 15, 2022.
- 3. All other terms and conditions set forth in the Agreement remain unchanged.

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

District:

AMR:

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

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

With a mandatory copy to:

Approved as to form:

William D. Ross, District Counsel

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

EXHIBIT “B”

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

AMERICAN CANYON FIRE PROTECTION DISTRICT
AND
AMERICAN MEDICAL RESPONSE WEST

March 1, 2014

Contents

RECITALS OF AUTHORITY	1
ARTICLE I DEFINITIONS.....	2
1.1 Definitions..	2
1.2 Statutory Definitions.....	2
ARTICLE II TERM; EXTENSIONS.....	3
2.1 Term of Agreement.....	3
2.2 Earned Extension to Agreement.	3
ARTICLE III CORE SERVICES WITHIN DISTRICT	3
3.1 AMR’s Functional Responsibilities.....	3
ARTICLE IV AMR, DISTRICT AND JOINT RESPONSIBILITIES	4
4.1 AMR Responsibilities – Training and Prehospital Medical Care Quality Assurance.....	4
4.2 District Responsibilities.....	5
4.3 Joint Responsibilities	8
ARTICLE V OPERATIONS.....	9
5.1 Operations.	9
5.2 Independent Contractor.....	10
ARTICLE VI DATA AND REPORTING REQUIREMENTS	11
6.1 Data and Reporting Requirements.....	11
ARTICLE VII EM S SYSTEM AND COMMUNITY	12
7.1 Participation in EMS System Development.	12
ARTICLE VIII ADMINISTRATIVE PROVISIONS.....	13
8.1 No System Subsidy.....	13
8.2 AMR Revenue Recovery	14
8.3 Federal Healthcare Program Compliance Provisions.....	14
8.4 Compliance Provisions.	14
8.5 Market Rights.	14
8.6 Accounting Procedures.....	14
8.7 Hold Harmless / Defense / Indemnification.	15
8.8 Termination.....	15

ARTICLE IX GENERAL PROVISIONS16

9.1 Assignment. 16

9.2 Permits and Licenses. 16

9.3 Retention of Records. 16

9.4 Product Endorsement/Advertising..... 17

9.5 Rights and Remedies Not Waived..... 17

9.6 End-Term Provisions. 17

9.7 Dispute Resolution..... 17

9.8 Notice of Litigation..... 17

9.9 Cost of Enforcement. 17

9.10 Cooperation In The Event Of Legal Challenge. 17

9.11 Workers’ Compensation. 19

9.12 Taxes..... 19

9.13 Documents and Materials. 20

9.14 Time of Essence..... 20

9.15 Conflict of Interest/Confidentiality..... 20

9.16 Notices 21

9.17 Waiver..... 22

9.18 Entire Agreement..... 22

9.19 Headings. 23

9.20 Modification of Agreement. 23

9.21 Subcontracting/Assignment/Sale..... 23

9.22 Survival..... 23

9.23 Severability..... 23

9.24 Fair Market Value..... 23

9.25 Choice of Law and Venue. 24

9.26 HIPAA. 24

9.27 Compliance..... 24

9.28 Non-Exclusion. 24

EXHIBITS

1. Napa County-AMR Agreement and Exhibits

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

RECITALS OF AUTHORITY

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

ARTICLE II

TERM; EXTENSIONS

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

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

ARTICLE III

CORE SERVICES WITHIN DISTRICT

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

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

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

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

ARTICLE IV

AMR, DISTRICT AND JOINT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

OPERATIONS

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

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

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

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

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

(90%) of the time.

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

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

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

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

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

ARTICLE VI

DATA AND REPORTING REQUIREMENTS

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

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

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

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

ARTICLE VII

EMS SYSTEM AND COMMUNITY

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

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

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

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

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

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

ARTICLE VIII

ADMINISTRATIVE PROVISIONS

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

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

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

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

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

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

8.6 Accounting Procedures.

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

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

8.7 Hold Harmless / Defense / Indemnification.

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

8.8 Termination.

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

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

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

ARTICLE IX

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

9.10 Cooperation In The Event Of Legal Challenge.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.16.6 Addresses for purpose of giving notice are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties execute this Agreement:

AMERICAN CANYON FIRE PROTECTION DISTRICT

AMERICAN MEDICAL RESPONSE WEST

By: Lean Garcia
President, Board of Directors

By: Edward Van Horne
EDWARD VAN HORNE, President

Dated: 2/27/14

Dated: 2/19/14

APPROVED AS TO FORM:
WILLIAM D. ROSS

William D. Ross
District Counsel

Dated: 2/17/14

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

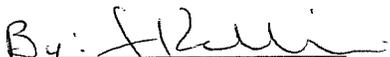
Walter J. Landen, Jr.
Associate General Counsel

Dated: 2/24/14

ATTEST: [Signature]
Clerk of the Board of Directors

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

APPROVED AS TO FORM:

By: 

By: Minh Tran

Its: ~~Assistant~~ Napa County Counsel

ATTEST:

By: Gladys I. Coil

Its: Clerk of the Board of Supervisors

Date: _____



TITLE

Annual Inspection Report as required by Health and Safety Code Sections 13146.2 and 13146.3.

RECOMMENDATION

Adopt Resolution 2022-03 regarding the inspection of certain occupancies for which the American Canyon Fire Protection District is required to perform annual inspections pursuant to Health and Safety Code Sections 13146.2 and 13146.3.

CONTACT

Michael P. Cahill, Fire Chief

BACKGROUND & ANALYSIS

Health and Safety Code Section 13146.2 requires the District within its jurisdictional boundaries to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment houses and certain residential care facilities for compliance with specific building standards. Specially, District Staff is required to report annually to its administering authority on its compliance with Health and Safety Code Sections 13146.2 and 13146.3.

During the calendar year of 2021, the District completed the annual inspection of five (5) Group E & fourteen (14) Group R Occupancies. Due to COVID-19 protocol, the Residential Group R-4 Occupancies were not inspected during that time.

BACKGROUND AND ISSUES:

Health and Safety Code Section 13146.4 became effective on September 27, 2018 as urgency legislation. Health and Safety Code Sections 13146.2 and 13146.3 require all fire departments, including the American Canyon Fire Protection District, to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with specific building standards within their respective jurisdictions.

Health and Safety Code Section 13146.2 requires all fire departments, including the American Canyon Fire Protection District, that provide fire protection services to report annually to its administering authority on its compliance with Health and Safety Code Sections 13146.2 and

13146.3.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

FISCAL IMPACT

None

ENVIRONMENTAL REVIEW

ATTACHMENTS:

1. [Resolution 2022-03](#)
2. [Exhibit A _Business Inspection Required by SB1205 Report](#)

RESOLUTION NO. 2022-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT ACKNOWLEDGING RECEIPT OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT REPORT REGARDING ANNUAL INSPECTION OF CERTAIN OCCUPANCIES REQUIRED OF HEALTH AND SAFETY CODE SECTIONS 13146.2 AND 13146.3

WHEREAS, Health and Safety Code Section 13146.4 became effective on as emergency legislation on September 27, 2018; and

WHEREAS, Health and Safety Code Sections 13146.2 and 13146.3 require all fire departments, including the American Canyon Fire Protection District (“District”), to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided within their respective jurisdiction; and,

WHEREAS, Health and Safety Code Section 13146.2 require all fire departments, including the District, to report annually to its administering authority its compliance with Health and Safety Code Sections 13146.2 and 13146.3; and,

WHEREAS, the District Board of Directors intends this Resolution to fulfill the requirements of the Health and Safety Code regarding acknowledgment of the District’s compliance with Health and Safety Code Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED that the District Board of Directors expressly acknowledges the measure of compliance of the District with Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the District’s jurisdiction as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the District, there lie eight (8) Group E occupancies, buildings, structures and/or facilities.

During calendar year 2021, the District completed the annual inspection of five (5) Group E occupancies, buildings, structures and/or facilities.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this Resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden.

During calendar year 2021, the District completed the annual inspection of fourteen (14) Group

R-1, R-2, and R-3 occupancies, buildings, structures and/or facilities. Residential Group R-4 Occupancies (24 hour care facilities) were not inspected due to COVID-19 protocol.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 22nd day of February 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia
Chairman, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Michael P. Cahill
Fire Chief/District Clerk

William D. Ross
District Counsel

American Canyon 2021 Fire Inspections

Group E Educational Occupancies

Tue, Dec 14	Donaldson Elem – Corrections issued, reinspection needed Canyon Oaks Elem– Corrections issued, reinspection needed Napa Junction Magnet School: Jun 29 Inspection for childcare licensing
Wed, Dec 15	American Canyon Middle School– Corrections issued, reinspection needed
Tue, Dec 21	American Canyon High School– Corrections issued, reinspection needed

Group R-1 Occupancies

Residential Group R-1 Occupancies containing sleeping units where the occupants are primarily transient in nature: Hotels, Motels

Thu, Jul 08	Doubletree - cleared Fairfield Inn – corrections, reinspection needed Hilton Express - cleared
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Group R-2 Occupancies

Residential Group R-2 Occupancies contain sleeping units or more than two dwelling units where the occupants are primarily permanent in nature: Apartments

Wed, May 05	American Canyon Villa – Corrections issued, reinspection needed
Mon, Jul 12	Canyon Ridge Apt– Corrections issued, reinspection needed Canyon Manor Apt - cleared Vineyard Crossing Apt. - cleared
Tue, Jul 13	The Lodge at Napa Junction– Corrections issued, reinspection needed American Canyon Apt – cleared
Wed, Jul 21	The Village at Vintage Ranch– Corrections issued, reinspection needed

Group R-3 Occupancies

Residential Group R-3 Occupancies are primarily permanent in nature, not classified as R-1, R-2, R-3.1 or R-4 or I: Boarding Houses, Adult / Child 24-hour care facilities with more than six clients.

Wed, May 05	Core ARF Gadwall – cleared
Mon, Jun 14	Summer Rose Senior Living LLC - cleared
Tue, Jun 29	Domingo Fam Child Care Center - cleared
Tue, Aug 21	C&F Senior Care Home LLC - cleared

Group R-3.1 / R-4 Occupancies

Residential Group R-3.1 Occupancies are facilities licensed by a governmental agency for a residentially based 24-hour care facility providing accommodations for six or fewer clients of any age.

Residential Group R-4 Occupancies are 24-hour care facilities for more than six but not more than 16 persons, excluding staff. These facilities provide a supervised residential environment and receive custodial care.

None were inspected in 2021 due to Covid protocol.



TITLE

Fiscal Year 2021-2022 Budget Review.

RECOMMENDATION

Receive a presentation on the Fiscal Year 2021-2022 Budget Review and adopt [Resolution 2022-05](#) authorizing the proposed budget amendment.

CONTACT

Michael P. Cahill, Fire Chief

BACKGROUND & ANALYSIS

Last September, the Fire District Board of Directors adopted final capital and operating budgets for fiscal year 2021-22 that reflected the Board's commitment to providing the community of American Canyon with the highest level of emergency services while also keeping the District on a fiscally sustainable path moving forward. In response to Board policies and direction, the current budget provides for enhancements to emergency services, while responsibly paying down long-term liabilities and maintaining a prudent level of operating and capital reserves; which the District is able to achieve in large measure due to the collaborative efforts of the Board, management and the employees in addressing both the immediate and longer-term fiscal challenges of the District. As a result of these significant efforts, along with a sustained rebound in property values, the District remains on sound financial footing, in line with the Board's long-range strategic goals.

The 2021-22 budget includes funding for two Chief positions, two administrative assistant positions, and continuation of the current "6-0" firefighter/paramedic deployment model: six firefighters on per shift; eighteen to cover all three shifts. The 6-0 staffing model is needed to keep two Advanced Life Support (ALS) engine companies fully staffed and in service on a 24-7-365 basis. In keeping with this goal, the Board approved the hiring of two additional firefighter positions in 2021-22 budget to bring the total complement of line personnel to twenty (20). The additional positions are needed to maintain the 6-0 staffing whenever a firefighter vacancy occurs due to illness, injury, vacation, training, strike team deployment, etc.

FY 2021-22 MID-YEAR BUDGET REVIEW

Staff has completed a review of the operating and capital budgets to determine how actual

operating results compare with the adopted budget, and whether any budget adjustments are necessary. Attached for your review and consideration are financial summaries comparing actual results for 2020-21 with the 2021-22 budget and updated 2021-22 projections for the General Fund, Fire Mitigation Fee Fund, and the Fleet, Facilities & Equipment Capital Fund based upon actual operating results for the first half of the year. Also included is a revised long-term forecast that incorporates the updated financial information.

Overall, the financial outlook for the District remains on track with earlier projections. The long-range fiscal model has been updated with current operating results, including the continuation of the two-company model. As noted last September during the final budget discussion, it was anticipated the 6-0 staffing would result in additional overtime costs, even with two more firefighter positions. The added personnel and overtime costs resulted in a projected budget deficit of \$389,000 for the year. The financial forecast at the time indicated the District would need to draw on reserves to cover ongoing operations for several more years, until additional operating revenue is realized from new development activity. The updated fiscal model projects the District is able to sustain 6-0 staffing and remain in a fiscally viable position for the next 3-4 years before beginning to drop below the Boards adopted reserve levels; which is consistent with financial outlook presented during the Board's deliberations over adoption of the final budget.

GENERAL OPERATIONS FUND (Fund 810)

Revenues are now projected at \$6,564,188; an increase of \$443,000 over the final 2021-22 budget amount, which is attributable to state reimbursements for strike-team deployments. Property tax and fire assessment fee revenues are expected to remain on target with the budgeted amount of \$5 million and \$665,000, respectively.

Expenditures are now projected at \$7,055,286; a net increase of \$545,000 over the final 2021-22 budget. For personnel related expenditures, additional overtime costs of \$418,000 to maintain 6-0 staffing and \$375,000 for strike-team deployments is fully offset by strike-team revenue of \$443,000 and \$350,000 savings in full time wages and benefits. For non-personnel related operating expenditures, staff is proposing an increase of \$102,000. The District's actual liability insurance premium for 2021-2022 was \$16,000 higher than expected; and staff recommends adding \$67,000 to contractual services for development of a District Master Plan/Standards of Cover study (\$50,000) and user fee update for fire prevention services (\$17,000). Other minor budget adjustments amount to \$19,000 and are listed in Exhibit A to the budget adjustment resolution, along with the adjustments noted previously.

FIRE MITIGATION FEE FUND (Fund 830)

The revenue source for this fund is the voter-approved special tax on development, along with any investment earnings on accumulated funds. Spending is restricted to equipment and fire station needs, and funds are transferred to the Fleet, Facilities & Equipment Fund when needed to cover authorized capital expenditures.

Mitigation fee revenue is dependent upon the level of development activity. The District has

collected \$87,000 fiscal-year-to-date and expects to end the year close to the projected amount of \$219,000. There were no expenditures or transfers from the Mitigation Fee Fund budgeted for the current year, and no mid-year budget adjustment is being proposed for this fund.

FLEET, FACILITIES & EQUIPMENT FUND (Fund 860)

This fund was established to plan for and maintain the District's significant investment in its' capital infrastructure. Funds are received by way of an ongoing transfer from the General Fund, along with "as-needed" transfers from the Fire Mitigation Fee Fund to cover authorized capital purchases and from investment earnings on accumulated funds. In 2017 the Board negotiated an agreement with the developer of the Napa Logistics Park for additional funding in the amount of \$50,000 per year to be paid over a ten-year period beginning in 2018. As these payments are intended to assist in mitigating the projects impact on District operations, the funds are being deposited into the FF&E Fund to help address capital needs.

FF&E Fund capital related transfers and expenditures are expected be on budget for the year, therefore no mid-year budget adjustment is necessary for this fund.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

FISCAL IMPACT

With respect to the General Operations Fund budget, the changes in proposed spending exceed the changes in revenue by \$102,000. This changes the initial projection of an operating deficit of \$389,000 to a projected deficit of \$491,000. The revised projected ending balance of \$5,345,000 remains above the Board's adopted reserve requirement of \$4,362,000.

Fire Mitigation Fee and FF&E Fund activity are on track with the final budget as adopted. The combined ending fund balance for the two capital funds is now projected at \$1,156,000.

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

- [1. Resolution 2022-05 Budget Amendment](#)
- [2. FY2021-22 Exhibit A to Resolution 2022-05 - Budget Adjustments](#)
- [3. 2021-22 Mid-year Budget Worksheets.](#)
- [4. Long Range Financial Forecast](#)

Resolution 2022-05

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT (“DISTRICT”)
APPROVING MID-YEAR BUDGET AMENDMENTS FOR FISCAL YEAR 2021-22**

WHEREAS, District staff has conducted an analysis of budget versus actual revenues and expenditures for fiscal year 2021-22; and

WHEREAS, there are several recommended changes to revenue and expense budgets based on actual operating results and updated information;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the American Canyon Fire Protection District hereby approves the budget amendments as detailed in Exhibit A, attached hereto, and made a part thereof.

APPROVED AND ADOPTED at a joint meeting of the City Council of the City of American Canyon and the American Canyon Fire Protection District held on the 22nd day of February 2022 by the following:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Michael P. Cahill, Fire Chief
Clerk to the Board

William D. Ross, District Counsel

American Canyon Fire Protection District
 Financial Summary
 Mid-Year Budget 2021-2022

	General Operations			Fire Mitigation Fee			Fleet, Facilities & Equipment Capital Fund		
	FY 2020-21 Audited	FY 2021-22 Budget	Mid-Year	FY 2020-21 Audited	FY 2021-22 Budget	Mid-Year	FY 2020-21 Audited	FY 2021-22 Budget	Mid-Year
Fund Balance - Beginning	\$5,732,102	\$5,836,383	\$5,836,383	\$1,002,520	\$872,227	\$872,227	\$194,847	\$17,355	\$17,355
Revenues and Transfers	6,697,631	6,121,188	6,564,188	119,707	219,224	219,224	662,166	225,245	225,245
Expenses and Transfers	6,593,350	6,510,286	7,055,286	250,000	-	-	839,658	178,000	178,000
Rev Over (Under) Exp	104,281	(389,098)	(491,098)	(130,293)	219,224	219,224	(177,491)	47,245	47,245
Fund Balance - Ending	\$5,836,383	\$5,447,285	\$5,345,285	\$872,227	\$1,091,451	\$1,091,451	\$17,355	\$64,600	\$64,600

2021-2022 Projected Revenues

American Canyon Fire Protection District
Mid-Year Budget Worksheet

Account #	Description	FY 2019-20 Pre-Audit	FY 2020-21 Final Budget	FY 2020-21 Mid-Year	Difference from Budget
810-910-4110	Property Tax - Secured	\$ 4,471,427	\$ 4,765,220	\$ 4,765,220	\$ -
810-910-4112	Property Tax - Current Unsecur	151,431	156,100	156,100	-
810-910-4114	Property Tax - Supplemental	77,357	50,000	50,000	-
810-910-4116	Property Tax - Prior Year	63,127	51,605	51,605	-
810-910-4118	Property Tax - Homeowner's	16,022	16,000	16,000	-
810-910-4324	Strike Team Reimbursement	817,689	-	443,000	443,000
810-910-4330	Fire Protection Svcs - City	50,000	50,000	50,000	-
810-910-4530	Weed Abatement	201	-	-	-
810-910-4533	Fire Assessment Fee	669,664	665,763	665,763	-
810-910-4534	Pln Review Permit Fees(Table1)	81,972	100,000	100,000	-
810-910-4536	Occupancy Insp Fees (Table 2)	3,842	2,500	2,500	-
810-910-4537	Operational PermitFees(Tables)	25,535	25,000	25,000	-
810-910-4545	Fire Inspection Fees (Table 4)	6,749	6,000	6,000	-
810-910-4546	First Responder Fee	47,303	65,000	65,000	-
810-910-4610	Interest Earnings - Investment	6,365	75,000	75,000	-
810-910-4612	Interest Earnings - Other	5,989	3,000	3,000	-
810-910-4705	Rentals/Lease	-	-	-	-
810-910-4715	AMR Contract	43,000	40,000	40,000	-
810-910-4730	Other Miscellaneous	159,959	50,000	50,000	-
Total 810 - General Fund		\$ 6,697,631	\$ 6,121,188	\$ 6,564,188	\$ 443,000

2021-2022 Projected Revenues

Account #	Description
830-960-4590	Fire Mitigation Fee
830-960-4610	Interest Earnings
Total 830 - Fire Mitigation Fee	

FY 2019-20 Pre-Audit
\$ 114,353
5,354
\$ 119,707

FY 2020-21 Final Budget
\$ 210,837
8,387
\$ 219,224

FY 2020-21 Mid-Year	Difference from Budget
\$ 210,837	\$ -
8,387	-
\$ 219,224	\$ -

860-970-4591	Firefighter Grant Program
860-970-4610	Interest Earnings
860-970-4710	Proceeds of Sale
860-970-4730	Other Miscellaneous
860-970-4985	Trans In from Fire Mitigation
860-970-4985	Trans In from Fire Ops
Total 860- Fleet, Facilities & Equipment Capital Fund	

\$ 189,000
740
-
53,600
250,000
168,826
\$ 662,166

\$ -
1,354
-
50,000
-
173,891
\$ 225,245

\$ -	\$ -
1,354	-
-	-
50,000	-
-	-
173,891	-
\$ 225,245	\$ -

All Funds	
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\$7,479,504

\$6,565,657

\$7,008,657	\$443,000
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2021-2022 Projected Expenditures

American Canyon Fire Protection District
Mid-Year Budget Worksheet

Account #	Description	FY 2019-20 Pre-Audit	FY 2020-21 Final Budget	FY 2020-21 Mid-Year	Difference from Budget
810-910-5110	Wages - Full Time	\$ 2,166,892	\$2,572,606	\$2,272,606	\$ (300,000)
810-910-5111	Wages - Part Time	222,480	187,800	187,800	-
810-910-5112	Wages - Other	27,713	35,000	35,000	-
810-910-5120	Wages - Overtime	746,976	350,000	768,000	418,000
810-910-5121	Wages - OES Overtime	390,061	-	375,000	375,000
810-910-5125	Reserve Fire Fighter Stipend	17,875	25,000	25,000	-
810-910-5130	Benefits - Other	60,362	62,612	62,612	-
810-910-5131	PERS Retirement	821,825	1,013,290	1,013,290	-
810-910-5132	Med/FICA/Soc Sec	49,489	44,386	44,386	-
810-910-5134	Worker Compensation	260,757	288,438	288,438	-
810-910-5135	Unemployment	1,632	-	-	-
810-910-5139	Salary & Benefit Transfer	110,172	158,544	158,544	-
810-910-5141	Health Benefits	301,472	394,399	344,399	(50,000)
810-910-5142	Retiree Health Benefits	242,197	250,933	250,933	-
810-910-5143	OPEB	178,727	173,680	173,680	-
810-910-5202	Office Supplies	3,910	5,000	5,000	-
810-910-5204	Printing/Publishing	8,847	4,900	5,900	1,000
810-910-5206	Postage & Mail	1,462	7,100	7,100	-
810-910-5208	Phone/Communication	18,270	20,750	20,750	-
810-910-5210	Office Equip Maint/Lease	7,518	5,200	5,200	-
810-910-5215	IT Support Services	38,695	45,000	45,000	-
810-910-5220	Advertising & Promotion	548	2,100	4,100	2,000
810-910-5250	Property Tax Admin Fee	40,699	50,650	50,650	-
810-910-5251	Fire Service Fee - Admin Fee	2,120	-	-	-
810-910-5252	First Responder Fee	3,913	12,000	12,000	-
810-910-5260	Doctor/Medical Expenses	2,677	5,300	5,300	-
810-910-5270	Liability/Property Insurance	27,336	45,942	61,942	16,000
810-910-5280	Legal Contract Services	58,557	55,000	55,000	-

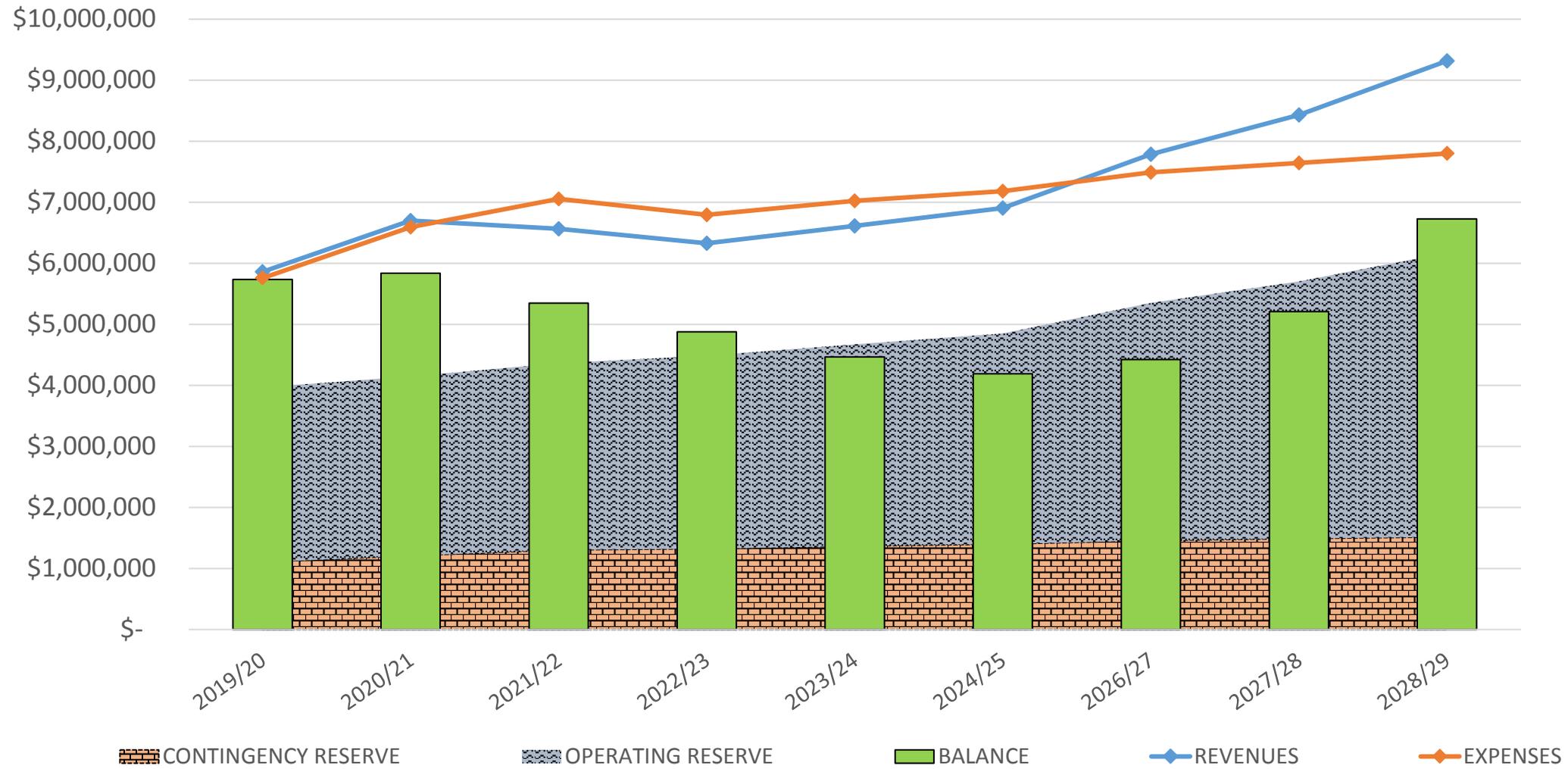
2021-2022 Projected Expenditures

Account #	Description	FY 2019-20 Pre-Audit	FY 2020-21 Final Budget	FY 2020-21 Mid-Year	Difference from Budget
810-910-5284	Miscellaneous Services	1,191	7,200	7,200	-
810-910-5286	Ext Plan Review	-	6,700	6,700	-
810-910-5287	Napa JPA	107,388	10,000	10,000	-
810-910-5288	Dispatch Services	73,112	73,500	73,500	-
810-910-5289	Other Professional Services	123,395	82,500	82,500	-
810-910-5291	Contractual Services	114,250	110,000	177,000	67,000
810-910-5310	Travel & Conference Expense	11,484	10,150	10,150	-
810-910-5320	Books & Publications	400	2,100	2,100	-
810-910-5330	Certif. Membership & Dues	3,550	5,300	5,300	-
810-910-5350	On-Site Training	13,965	14,200	14,200	-
810-910-5402	New Tools & Equipment	3,674	5,200	5,200	-
810-910-5404	Uniform Services & Supplies	3,427	4,700	4,700	-
810-910-5410	Fire Equip Repair & Maint	4,031	12,400	12,400	-
810-910-5412	EMS Equip & Supplies	7,670	8,000	13,000	5,000
810-910-5414	Station Supplies	9,023	8,000	8,000	-
810-910-5415	Facility Repair & Maint	23,398	21,315	21,315	-
810-910-5490	Gas & Electric	15,882	36,000	36,000	-
810-910-5510	Fuel	21,852	21,000	21,000	-
810-910-5520	Vehicle Repairs	49,402	42,000	42,000	-
810-910-5605	Office Equip/Furnishings	2,229	5,000	5,000	-
810-910-5610	Fire Equipment	1,756	10,500	10,500	-
810-910-5625	Computer Software/Hardware	9,052	10,000	14,000	4,000
810-910-5980	Transfer to FF&E Capital Fund	168,826	173,891	173,891	-
810-910-6454	Fire Safety Equipment-Mandated	-	15,000	22,000	7,000
Total 810 - General Fund		\$ 6,593,350	\$ 6,510,286	\$ 7,055,286	\$ 545,000
830-960-5986	Transfer Out to FF&E	\$ 250,000	\$ -	\$ -	\$ -
Total 830 - Fire Mitigation Fee		\$ 250,000	\$ -	\$ -	\$ -

2021-2022 Projected Expenditures

Account #	Description	FY 2019-20 Pre-Audit	FY 2020-21 Final Budget	FY 2020-21 Mid-Year	Difference from Budget
860-970-5415	Facilities	\$ 576,901	\$ 2,000	\$ 2,000	\$ -
860-970-5610	Equipment	257,757	91,000	91,000	-
860-970-5616	Fleet	5,000	85,000	85,000	-
	Total 860 - Fleet, Facilities & Equipment Capital Fund	\$ 839,658	\$ 178,000	\$ 178,000	\$ -
	All Funds	\$7,683,008	\$6,688,286	\$7,233,286	

General Operating Fund - Financial Forecast



(1) Operating Reserve = 50% of Ongoing General Fund Revenues
 (2) Contingency Reserve = 20% of Ongoing General Fund Expenditures

**American Canyon Fire Protection District
General Fund Operations - Financial Forecast**

		<i>Audited</i>	<i>Mid-Year</i>	<i>Projected</i>						
		<i>2020/21</i>	<i>2021/22</i>	<i>2022/23</i>	<i>2023/24</i>	<i>2024/25</i>	<i>2025/26</i>	<i>2026/27</i>	<i>2027/28</i>	<i>2028/29</i>
	Beginning balance	5,732,103	5,836,383	5,345,286	4,877,599	4,465,826	4,189,537	4,126,898	4,423,552	5,209,416
Revenue:	<i>(% Change in Prop Tax)</i>	<i>2.99%</i>	<i>5.43%</i>	<i>4.00%</i>	<i>5.12%</i>	<i>5.07%</i>	<i>6.07%</i>	<i>8.10%</i>	<i>9.40%</i>	<i>11.92%</i>
	Property tax	4,779,364	5,038,925	5,240,482	5,508,797	5,787,843	6,139,093	6,636,394	7,260,226	8,125,670
	Fire assessment fee	669,664	665,763	672,421	685,869	699,587	713,578	727,850	742,407	757,255
	Other service chgs	215,601	248,500	253,470	258,539	263,710	268,984	274,364	279,851	285,448
	Strike team reimbursement	817,689	443,000	-	-	-	-	-	-	-
	Interest earnings	12,354	78,000	69,253	63,897	58,961	54,677	51,231	48,675	48,676
	AMR contract	43,000	40,000	40,800	41,616	42,448	43,297	44,163	45,046	45,947
	Other/misc	159,959	50,000	50,500	51,005	51,515	52,030	52,551	53,076	53,607
	Ongoing revenue	6,697,631	6,564,188	6,326,926	6,609,723	6,904,065	7,271,661	7,786,553	8,429,282	9,316,604
Expenses:	<i>(% Change in Salary & Benefits)</i>	<i>7.39%</i>	<i>7.99%</i>	<i>1.70%</i>	<i>3.64%</i>	<i>2.36%</i>	<i>2.22%</i>	<i>2.19%</i>	<i>2.10%</i>	<i>2.10%</i>
	Salaries	2,389,372	2,460,406	2,927,189	3,015,004	3,075,305	3,136,811	3,199,547	3,263,538	3,328,809
	Regular Overtime	746,976	768,000	350,000	360,500	367,710	375,064	382,565	390,217	398,021
	OES (Strike-team) Overtime	390,061	375,000	-	-	-	-	-	-	-
	Reserve Firefighter	17,875	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,001
	Pension	907,899	1,080,523	1,155,164	1,220,133	1,260,198	1,292,762	1,324,329	1,351,103	1,378,125
	Pension cost share	(86,075)	(67,234)	(73,714)	(75,188)	(76,692)	(78,226)	(79,790)	(81,386)	(83,014)
	Active medical	301,472	344,399	354,731	375,373	386,634	398,233	410,180	422,486	435,160
	Retiree medical	242,197	250,933	258,461	266,215	274,202	282,428	290,900	299,627	308,616
	OPEB trust contribution	178,727	173,680	74,048	74,419	74,791	75,165	75,541	75,918	76,298
	Workers' Compensation	260,757	288,438	343,160	353,455	360,524	367,734	375,089	382,591	390,242
	Medicare/FICA	49,489	44,386	46,231	47,607	48,552	49,516	50,500	51,503	52,526
	Unemployment	-	-	-	-	-	-	-	-	-
	Sal & Ben (acct # 5139)	110,172	158,544	161,715	166,567	171,564	176,710	182,012	187,472	193,096
	Other wages & benefits	89,707	97,612	98,588	99,574	100,569	101,575	102,591	103,617	104,653
	Personnel costs	5,598,629	5,999,688	5,720,573	5,928,658	6,068,356	6,202,772	6,338,463	6,471,686	6,607,534
	Services & supplies	825,895	881,707	894,933	908,357	921,982	935,812	949,849	964,097	978,558
	Capital contribution	168,826	173,891	179,108	184,481	190,016	195,716	201,587	207,635	213,864
	Ongoing expenses	6,593,350	7,055,286	6,794,613	7,021,496	7,180,353	7,334,300	7,489,900	7,643,417	7,799,956
	Rev over (under) expenses	104,281	(491,098)	(467,687)	(411,772)	(276,289)	(62,639)	296,653	785,864	1,516,647
	Ending balance	5,836,383	5,345,286	4,877,599	4,465,826	4,189,537	4,126,898	4,423,552	5,209,416	6,726,063
	Operating reserve	2,939,971	3,060,594	3,163,463	3,304,862	3,452,032	3,635,830	3,893,276	4,214,641	4,658,302
	Contingency reserve	1,206,893	1,301,279	1,323,101	1,367,403	1,398,068	1,427,717	1,457,662	1,487,156	1,517,218
	Reserve requirement	4,146,863	4,361,873	4,486,564	4,672,265	4,850,100	5,063,547	5,350,939	5,701,797	6,175,520
	Over(under) reserve requirement	1,689,520	983,412	391,034	(206,438)	(660,562)	(936,649)	(927,387)	(492,381)	550,542