

NAPA COUNTY AGREEMENT NO. 6581  
CITY OF NAPA AGREEMENT NO. 8950  
CITY OF CALISTOGA AGREEMENT NO. \_\_\_\_\_  
CITY OF ST. HELENA AGREEMENT NO. \_\_\_\_\_  
AMERICAN CANYON FIRE PROTECTION  
DISTRICT AGREEMENT NO. 05-01

**JOINT POWERS AGREEMENT (AMENDMENT NO. 1)  
(USE OF MEDICAL CACHE TRAILERS)**

**THIS AMENDMENT NO. 1 TO JOINT POWERS AGREEMENT** ("Agreement") is made and entered into as of this 1st day of July, 2013, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY"; the cities of CALISTOGA, NAPA, and ST. HELENA, municipal corporations, hereinafter referred to collectively as "CITIES"; and the AMERICAN CANYON FIRE PROTECTION DISTRICT, a fire protection district operating as a subsidiary district of the City of American Canyon, hereinafter referred to as "DISTRICT."

**RECITALS**

**WHEREAS**, pursuant to the Joint Exercise of Powers Act (Government Code section 6500 et seq.), two or more public agencies by agreement may jointly exercise any power common to each of the agencies; jointly exercise such common powers within their own or each others' geographic jurisdictions; and, in lieu of creating an independent agency, may designate one or more of the parties to provide services and property for the common use of the parties; and

**WHEREAS**, COUNTY, DISTRICT and CITIES (collectively referred to hereafter as "the Participating Jurisdictions") share the common power under their respective governing statutes to engage in fire protection and emergency medical service response and treatment activities and to acquire medical supplies and equipment needed for such activities; and

**WHEREAS**, sufficient funds were raised through a grant from the FY03 Part 1 Homeland Security Grant Program which enabled COUNTY to purchase "Medical Cache Trailers", the number and specifications of which are set forth in Exhibit A, "Description of Medical Cache Trailers and Conditions of Operation", and

**WHEREAS**, on or about January 1, 2006, the Participating Jurisdictions entered into a Joint Powers Agreement (hereinafter referred to as the "Agreement") to provide for the maintenance and use of the Medical Cache Trailers by each of the Participating Jurisdictions; and

**WHEREAS**, the Participating Jurisdictions have agreed to make this Amendment No. 1 to the Agreement in order to update Exhibit A, "Description of Medical Cache Trailers and Conditions of Operation" and Exhibit B, "Costs" to provide that the ALS ambulance franchisee shall assume responsibility to rotate and replace expired medical cache trailer equipment, and to allow for the purchase of new tires using the "Major Repairs" fund.

**TERMS**

**NOW, THEREFORE**, the Participating Jurisdictions hereby amend the Agreement as follows:

1. Paragraph 2 of the Agreement is amended to read in full as follows:
  2. **Purpose.** During the term of this Agreement, COUNTY shall acquire, hold title to, register, license, insure and annually inspect the Medical Cache Trailers and make them available for use by the Participating Jurisdictions on an as-needed basis for purposes consistent with the Napa County Multi-Casualty Incident (MCI) Medical Response Plan, which is incorporated by reference herein, as such may be amended from time to time by the Napa County Emergency Medical Services Agency. The Participating Jurisdictions shall house, transport, stock, maintain, use, and fund the costs of the Medical Cache Trailers and the Medical Caches contained therein in the manner provided in this Agreement, including the provisions of Addendum 1 to Exhibit A, "Description of Medical Cache Trailers and Conditions of Operation" and of Addendum 1 to Exhibit B, "Costs", which are attached hereto and incorporated by reference herein.
2. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No.1 to the Agreement as of the date first written above.

**COUNTY:**

**NAPA COUNTY**, a political subdivision of the State of California

By \_\_\_\_\_  
**BRAD WAGENKNECHT**,  
Chairman of the Board of Supervisors

**APPROVED AS TO FORM:**  
MINH TRAN, Napa County Counsel

By Janice D. Killion (e-sign)

**ATTEST: GLADYS I. COIL**  
Clerk of the Board of Supervisors

By \_\_\_\_\_

**APPROVED BY THE BOARD OF SUPERVISORS**

Date: \_\_\_\_\_

Processed By: \_\_\_\_\_

**DISTRICT:**

**AMERICAN CANYON FIRE PROTECTION DISTRICT**

By \_\_\_\_\_  
GLEN WEEKS, Fire Chief/District

By \_\_\_\_\_  
LEON GARCIA, Board President

**APPROVED AS TO FORM:**  
WILLIAM ROSS, Attorney for District

By \_\_\_\_\_

**CITIES:**

**CITY OF ST. HELENA**, a municipal corporation

By \_\_\_\_\_  
ANN NEVERO, Mayor

**APPROVED AS TO FORM:**  
THOMAS B. BROWN, St. Helena City Attorney

By \_\_\_\_\_

**ATTEST: DELIA GUIJOSA,**  
St. Helena City Clerk

By \_\_\_\_\_

**CITY OF NAPA**, a municipal corporation

By \_\_\_\_\_  
JILL TECHEL, Mayor

**APPROVED TO FORM:**  
MICHAEL BARRETT, Napa City Attorney

By \_\_\_\_\_

**ATTEST: DOROTHY ROBERTS**  
Napa City Clerk

By \_\_\_\_\_

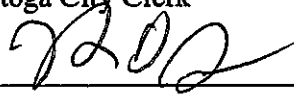
**COUNTERSIGNED:**  
Napa City Finance Director

By \_\_\_\_\_

**CITY OF CALISTOGA**, a municipal corporation

By   
RICHARD SPITLER, City Manager

**ATTEST: RICHARD SPITLER**, Interim Calistoga City Clerk

By 

**APPROVED AS TO FORM: MICHELLE KENYON**, Calistoga City Attorney

By \_\_\_\_\_

**ADDENDUM 1 TO EXHIBIT "A"**

**DESCRIPTION OF MEDICAL CACHE TRAILERS**  
**and**  
**CONDITIONS OF OPERATION**

**I. DESCRIPTION OF MEDICAL CACHE TRAILERS** (*see attached photographs*)

**ALS/BLS Trailer**

Medical Cache Trailer Model TW122  
Gross Vehicular Weight 7700 lbs.  
ID # 1WC200E8744053017

Medical Cache Trailer Model TW121  
Gross Vehicular Weight 2990 lbs.  
ID # 1WC200E1344053670

Medical Cache Trailer Model TW121  
Gross Vehicular Weight 2990 lbs.  
ID # 1WC200E154453671

**II. CONDITIONS OF OPERATION**

A. **Storage.** The Medical Cache Trailers shall be stored between each use at the following locations by the Participating Jurisdictions noted, who shall be responsible for ensuring that such storage occurs in a safe, clean and secure manner:

1. The ALS/BLS Trailers shall be stored at each of the following locations:
  - By the City of Napa at the City of Napa Fire Department, 930 Seminary Street, Napa, California.
  - By the American Canyon Fire Protection District at the American Canyon Fire Station, 225 James Road, American Canyon, California.
  - By the County of Napa at the Napa County Fire/CAL FIRE Headquarters, 1199 Big Tree Road, St. Helena, California.
3. The storage locations may be changed by the Director of the Napa County Health and Human Services Emergency Medical Services Agency without amendment of this Agreement, after first giving the Fire Chiefs (or their designees) of each Participating Jurisdiction an opportunity for input on the proposed change and, if the new location is in the control or possession of a Participating Jurisdiction,

without first obtaining the consent of the Fire Chief (or his designee) of the Participating Jurisdiction. When such a change is made, the Director shall immediately notify each Participating Jurisdiction of the new storage location and the effective date of the change.

B. Minimum Specifications for Transport Vehicles. Each Participating Jurisdiction storing a Medical Cache Trailers shall be responsible for providing, at its own cost, the transport vehicle, driver and all fuel and other equipment necessary to transport the Medical Cache Trailer to the location of requested use. In this regard, the Participating Jurisdiction storing the Medical Cache Trailer shall comply with the following requirements when transporting a Medical Cache Trailer:

1. The tow vehicle shall be at least a ¾ ton pick-up with trailer brakes and an anti-sway bar.
2. The tow vehicle shall be equipped with a hitch that is capable of towing a trailer of 10,000-pounds. This type of hitch is generally recognized as being a "Class A" hitch. No bumper type hitches will be allowed.
3. The tow vehicle shall have a 2-5/16 trailer ball for the ALS/BLS Trailer housed with the Napa Fire Department and a 2 " trailer ball for the ALS/BLS Trailers housed with CAL FIRE and American Canyon Fire Department. An electric trailer brake controller and a 7 blade RV type electrical plug compatible with the specifications for the specific Medical Cache Trailer being transported will be utilized.
4. The tow vehicle shall be in good mechanical condition with no defect in the steering, braking, drive train or tires.
5. When transporting the Medical Cache Trailer, all wiring shall be kept and maintained at the pre-wired standard (7 blade with standard OEM wiring).

C. Limitations on Use. Each Participating Jurisdiction shall comply with all of the following when using one of the Medical Cache Trailers and shall be responsible for requiring compliance with the same limitations by any of its Volunteer Affiliates when the Volunteer Affiliate uses the Medical Cache Trailer pursuant to (E) of this Exhibit A:

1. A Medical Cache Trailer may be used only at a site where it can be transported and used in a safe manner for purposes consistent with the MCI Medical Response Plan.
2. Each Participating Jurisdiction using a Medical Cache Trailer shall be responsible for making its staff familiar with all of the operating and safety features of the Medical Cache Trailer prior to use.

3. Prior to commencing onsite use of a Medical Cache Trailer, the persons using the Medical Cache Trailer shall note in writing any observed damages, broken seals, missing supplies or other defects and shall relay that written information immediately upon completion of the use to the Fire Chief (or his designee) of the Participating Jurisdiction responsible for storing the Medical Cache Trailer.
4. After each use and prior to its return to storage, the Participating Jurisdiction requesting the use for itself or its Volunteer Affiliate shall be responsible for ensuring that the Medical Cache Trailer is in a clean condition, completing the "Medical Cache Trailer Log" and "Inventory Sheet" located in the Medical Cache Trailer, and replacing any of the cached equipment or supplies damaged and/or consumed during the period of such use, in accordance with the MCI Plan and this Agreement. The "Inventory Sheet" is included in this Agreement, Paragraph (F) Medical Cache Trailer Inventory Sheet, and may be changed by the Director of the Napa County Health and Human Services Emergency Medical Services Agency without amendment of this Agreement.
5. Upon the return of the Medical Cache Trailer to its storage location, the Participating Jurisdiction storing the Medical Cache Trailer shall be responsible for reviewing the Medical Cache Trailer Logs and Inventory Sheets, checking the entries against the actual condition of the Medical Cache Trailer, and performing any routine maintenance required, the costs thereof to be borne as provided in Exhibit "B", except as noted in (6), below. Routine maintenance shall include any routine maintenance of the tires, wheel bearings, electrical systems, paint and weatherproofing necessary to ensure that the Medical Cache Trailer is returned to a state of readiness ("In-Service") for its next use within 24 hours of the previous use. The Participating Jurisdiction storing the Medical Cache Trailer shall notify COUNTY's Emergency Medical Services Agency no later than 24 hours after the Medical Cache Trailer is returned to "In-Service" condition. The "restocking" of BLS supplies is the responsibility of the agency requesting the trailer. The "restocking" of ALS supplies is the responsibility of the ambulance franchisee in that jurisdiction. For the purposes of this contract, restocking is defined as: The replacement of medical equipment and supplies after its use at an incident and/or request for service.
6. If it appears that the cost of routine maintenance and repair for a specific Medical Cache Trailer will exceed \$500 in any fiscal year during the term of this Agreement or that major repairs over this amount have become necessary, the Fire Chief (or his designee) of the Participating Jurisdiction storing the Medical Cache Trailer shall immediately contact the Director of the COUNTY's Emergency Medical Services Agency, providing documentation of the amounts spent to date during that fiscal year and estimating the amount of the anticipated major repair, if any. COUNTY shall then arrange for the repair, directly or through the storing Participating Jurisdiction, and pay for the repair from the Major Repair Fund described in Exhibit B. If there are insufficient funds in the Major Repair Fund to

make the repair, then COUNTY, in its sole discretion through its duly authorized agents, shall either pay for the excess cost from COUNTY funds, seek amendment of this Agreement to obtain reimbursement from all of the Participating Jurisdictions, or remove the Medical Cache Trailer from service until a source of funding to cover the excess cost can be obtained.

7. Notwithstanding the foregoing, maintenance and restocking of dated medical supplies in the ALS Trailer shall be performed by the COUNTY'S exclusive ambulance franchisee, at its cost, pursuant to the franchise agreement between the COUNTY and the exclusive ambulance franchisee.

D. Annual Maintenance Inspection. The Director of the COUNTY's Emergency Medical Services Agency or his or her designee shall make or arrange for an annual inspection of each Medical Cache Trailers to determine whether the Medical Cache Trailer needs additional repairs or restocking for continued proper functioning. All three (3) trailers are stocked with identical equipment and supplies. All medical cache equipment, both ALS and BLS will be "rotated" by the ambulance franchisee in that jurisdiction. For the purposes of this contract, rotated is defined as: The replacement of medical equipment and supplies that expired (or are about to expire) and have not been utilized on an incident.

E. Use by Affiliated Volunteer Fire Departments and Associations. Volunteer fire departments and firefighter associations affiliated with a Participating Jurisdiction may use the Medical Cache Trailers only in conjunction with a Participating Jurisdiction requesting deployment, which shall remain responsible for ensuring that all insurance required under this Agreement extends to such persons and, as between the Participating Jurisdictions, shall remain responsible for the costs described in this Agreement. Nothing in this Agreement shall require or preclude any Participating Jurisdiction from entering into any agreement with its affiliated volunteer fire departments or firefighter associations for reimbursement of any such costs borne by the Participating Jurisdiction in consequence of the use of a Medical Cache Trailer by such volunteer fire departments or firefighter associations.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/



F. Medical Cache Trailer Inventory Sheet

<b>P.P.E.</b>	<b>Count</b>
Pocket Masks	5
Antiseptic Hand wash	2 Bottles
Disposable Latex Gloves (L)	6 Box
Disposable Latex Gloves (XL)	6 Box
N95 masks or equivalent	3 Box
Sanitary Wipes	2 Box
Shoe Covers	2 Box
Safety Glasses	1 Box

<b>Airway / O2</b>	<b>Count</b>
Pocket Masks Portable suction units w/replacement	1
OPA's	3 sets
NPA's	3 Sets
Bag-Valve Mask adult/peds	1
Bag-Valve Mask Peds	1
Nasal Cannulas	30
Non-Rebreather masks	30
Pedi masks	30
Oxygen tank w/Minilators	3
Oxygen Tubing w/connectors	30

<b>Equipment</b>	<b>Count</b>
Trauma Shears	15
BP Cuff – Adult	1
BP Cuff – Ped	1
Stethoscope	3
Emesis Basin	2 Packs
Clip Boards	3
Disposable Blankets	1 Box
Barricade tape	3 Rolls
Duct Tape	3 Rolls
Spare Oxygen Bottles	6
Biohazard Bags	2 Box
Specimen Bags	1 Box
Minilator Nipples 10 (LPM)	15
Plastic Containers – Large	6
MCI Incident Kit	1 Kit
Position Vests	-
Traffic Cones	-
Triage Tags	-

<b>Bandage/Immobilization Count</b>	<b>Count</b>
Backboards w/Straps	20
Head Immobilizers	20
C-Collars - Adult	20
C-Collars - Child	15
Triangular bandages	10
Trauma Dressings	15
Abdominal Pads	2 Box
4"x4"s Sterile	2 Box
4"x4"s non-sterile	4 Packs
Sterile Saline	1 Case
Sterile Water	1 Case
Kerlix	30 Rolls
Coban / Ace Wraps	1 Box
Cardboard Splints - Long, short	1 Pack
Cold Packs	1 Case
Burn sheets	2 Case
Adhesive bandages	4 Box
2" Waterproof Tape	1 Box
1" Waterproof Tape	1 Box
Transpore tape	1 Box

<b>ALS Trailer Additions</b>	<b>Count</b>
IV Solutions	30
IV Tubing	30
IV Start Kits	30
Sharps disposal container	2
Laryngoscope & blades	6
McGill Forceps - Adult	6
McGill Forceps - Peds	6

## ADDENDUM 1 TO EXHIBIT "B"

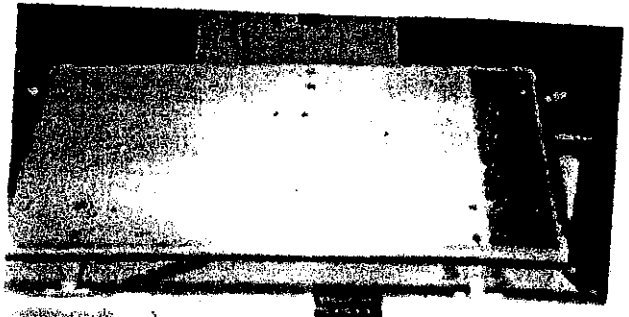
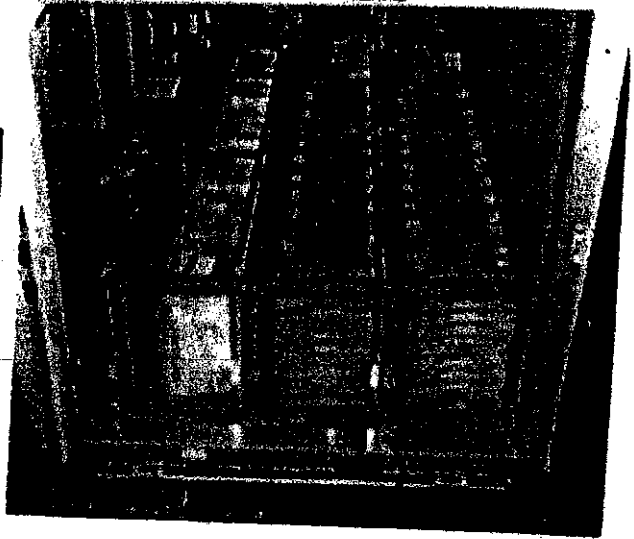
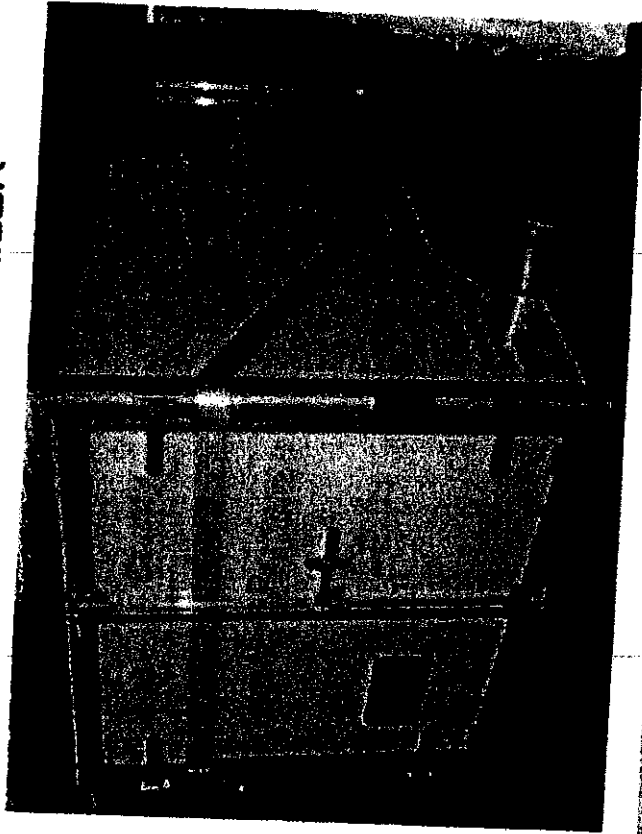
### COSTS

1. Costs of Storage and Transport. The Participating Jurisdiction housing a Medical Cache Trailer shall be solely responsible for the costs of such storage as well as the cost of providing, insuring, and fueling the transport vehicle and providing the driver for the transport vehicle.
2. Ancillary Costs of Use. The Participating Jurisdiction requesting deployment of a Medical Cache Trailer shall be solely responsible for providing and paying for the costs, including utility costs, associated directly with a particular use of the Medical Cache Trailer by that Participating Jurisdiction, other than the costs related to transport of the vehicle.
3. Maintenance and Repair Costs.
  - (a) Cost to Repair Damage Negligently or Willfully Caused. In the event of breakdown or damage to a Medical Cache Trailer or any portion thereof during use by a Participating Jurisdiction where the breakdown has been caused by the negligent or willful actions of the user or a third party, as opposed to normal wear and tear, the Participating Jurisdiction who requested the deployment shall, at its own expense, either repair the Medical Cache Trailer to at least its condition immediately prior to receipt or shall reimburse the storing Participating Jurisdiction (for repairs within the \$500 per fiscal year limit) or COUNTY (for repairs over the \$500 per fiscal year limit) for the cost of making such repairs. Nothing in this subsection shall preclude the Participating Jurisdiction who requested the deployment from recovering such costs in turn from the person who caused the damage, if other than the Participating Jurisdiction who requested the deployment.
  - (b) Costs of Maintenance and Repair Not Resulting from Negligent or Willful Damage.
    - (1) Obligations of Participating Jurisdictions Storing Medical Cache Trailers. As consideration for the right to use any of the Medical Cache Trailers, each Participating Jurisdiction who stores one of the Medical Cache Trailers shall be responsible, in addition to the costs of transport, for the following:
      - (i) All routine maintenance and repairs for that Medical Cache Trailer up to \$500 per fiscal year, including maintaining in a state of readiness the: wheel bearings, electrical systems, paint and weatherproofing; and
      - (ii) Payment to COUNTY of a fee in the amount of \$100 per fiscal year for the Major Repair Fund.

- (iii) The COUNTY, at the discretion of the Director of the Napa County Health and Human Services Emergency Medical Services Agency, or designee, may chose to replace any/all tires on said trailers on a case by case basis. The cost of tires will be deducted from the Major Repair Fund.
  
- (2) Obligations of Participating Jurisdictions Not Storing Medical Cache Trailers. As consideration for the right to use any of the Medical Cache Trailers, each Participating Jurisdiction who is not storing one of the Medical Cache Trailers shall pay COUNTY a fee in the amount of **\$200** per fiscal year, all of which shall be placed in the Major Repair Fund.
  
- (3) Use of Major Repair Fund; Report; Refund of Excess of \$5,000. COUNTY shall manage and use the Major Repair Fund as follows:
  - (i) COUNTY shall use the fees paid into the Major Repair Fund to pay for the costs of repair or major maintenance of a Medical Cache Trailer when the Participating Jurisdiction storing the Medical Cache Trailer needing the work has already expended \$500 in maintenance and repair costs during that fiscal year.
  
  - (ii) Within six months after the end of each fiscal year, COUNTY shall provide the other Participating Jurisdictions with a written report of all receipts and disbursement made from the Major Repair Fund under this Agreement, as required by Government Code section 6505(a).
  
  - (iii) If there is money left in the Major Repair Fund at the end of the fiscal year, the money shall remain in the fund to be available for use during the subsequent fiscal year(s).
  
  - (iv) Notwithstanding (iii), if the unexpended and uncommitted balance in the Major Repair Fund at the end of any fiscal year exceeds \$5,000 the excess amount shall be refunded pro rata to the contributing Participating Jurisdictions either by direct payment, credit against the next year's Major Repair Fund fee obligation of that party, or both.
  
  - (iv) Fees paid into the Major Repair Fund by a Participating Jurisdiction shall not be refunded upon termination of participation in this Agreement by that Participating Jurisdiction; provided, however, that if the Agreement is dissolved and COUNTY determines that the Medical Cache Trailers cannot be repaired for reuse in accordance with the grant agreement which originally

funded their purchase, then any amounts remaining the Major Repair Fund at the time of such dissolution shall be distributed pro rata among the Participating Jurisdictions who were parties to the Agreement during the fiscal year when the dissolution occurred.

REAR VIEW - ALS TRAILER





1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41

**RESOLUTION 2013-XXX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALISTOGA,  
COUNTY OF NAPA, STATE OF CALIFORNIA, AUTHORIZING THE CITY  
MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE JOINT POWERS  
AGREEMENT FOR THE USE OF MEDICAL CHACHE TRAILERS**

**Authorizing Agreement No. 0146-01**

**WHEREAS**, the City of Calistoga entered into a Joint Powers Agreement in 2006 along with participating Jurisdictions Napa, St. Helena and the American Canyon Fire Protection District; and

**WHEREAS**, the Member Jurisdictions desire to amend certain portions of that Agreement including Exhibit A, "Description of Medical Cache Trailers and Conditions of Operation" and Exhibit B, "Costs"; and

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Calistoga hereby authorizes the City Manager to execute the attached Amendment No. 1 to the Joint Powers Agreement for use of Medical Cache trailers subject to review and approval by the City Attorney.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Calistoga at a regular meeting held this **21<sup>st</sup> day of May, 2013**, by the following vote:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

\_\_\_\_\_  
**CHRIS CANNING, Mayor**

**ATTEST:**

\_\_\_\_\_  
**AMANDA DAVIS, Deputy City Clerk**