



AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD MEETING

AGENDA

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

February 27, 2024

6:30 PM

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

NOTICE OF TELECONFERENCE PARTICIPATION

For this meeting, the following Board Member will be participating via teleconference:

Vice-Chair David Oro will be participating from the following location:

Embassy Suites by Hilton Fort Worth Downtown

Business Center

600 Commerce St. Fort Worth, Texas 76102

Phone: 817-332-6300

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

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

PUBLIC PARTICIPATION

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

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

Oral comments, during the meeting: A Zoom Meeting has been established for public participation

during the meeting related to a specific agenda item, or matters not on the agenda. To give your public comment via Zoom, connect via the Zoom link below and use the "raise your hand" tool or call into the zoom meeting at 1-669-900-6833. To avoid confusion, all hands raised outside of Public comment periods will be lowered.

Zoom Meeting Link: [Click here](#)

Meeting ID: 864 1431 7949 **Passcode:** 069125

The above-identified measures exceed all legal requirements for participation in public comment, including those imposed by the Ralph M. Brown Act. For more information, please call the Office of the Fire Executive Assistant at (707) 551-0653 or email [here](#).

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

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

5:30 P.M. CLOSED SESSION

- 1. Conference with Legal Counsel -Anticipated Litigation.
Pursuant to Government Code Section 54956.9 (d)(2).
One Matter; and**
- 2. Conference with Legal Counsel -Existing Litigation.
Pursuant to Government Code Section 54956.9 (d)(1).
Denise Lynn Sanchez v Elton Weeks, Napa County
Superior Court Case No. 21CV000455; and**
- 3. Labor Negotiations - Pursuant to Government Code Section 54957
Negotiator: District Representative Fire District Chief Geoff Belyea
Chief Labor Representative: Local 1186 Designee**

PUBLIC ADDRESS-CLOSED SESSION ITEMS

The Chairman will call the meeting to order and conduct role call. The Board of Directors will immediately convene into Closed Session after hearing any public comment on items agendized for Closed Session consideration. At 6:30 p.m. the Board of Directors will reconvene into Open Session and then resume Closed Session at the end of the meeting to address outstanding items, if necessary.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

PROCLAMATIONS AND PRESENTATIONS

None

PUBLIC COMMENT

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

AGENDA CHANGES

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

CONSENT CALENDAR

4. **Minutes of the Fire District Board Meeting of January 23, 2024 .**
Recommendation: Approve the Minutes of the Fire District Board Meeting of January 23, 2024.
5. **Report Upon Return from Closed Session for January 23, 2024.**
Recommendation: Approve the Report Upon Return from Closed Session for January 23, 2024.
6. **Memorandum of Understanding for Regional Grant Applications from Multiple Government Agencies.**
Recommendation: Adopt Resolution 2024-04 authorizing the Memorandum of Understanding for Regional Grant Applications from Multiple Government Agencies.
7. **Policy and Procedures.**
Recommendation: Approve the proposed five Policy and Procedures for the American Canyon Fire Protection: Reporting for Duty, On-Duty Voting in Statewide Elections, Workplace Violence, Lactation Breaks, and Pregnancy Disability Leave.

PUBLIC HEARINGS

8. **Conduct a Public Hearing to consider the adoption of a Resolution authorizing the American Canyon Fire Protection District ("District") to join the Statewide Community Infrastructure Program ("SCIP"), sponsored by the California Statewide Communities Development Authority ("CSCDA") and authorize the District to enter into a Joint Exercise of Powers Agreement with CSCDA as part of the District's participation in SCIP.**

Recommendation: Adopt a Resolution authorizing the American Canyon Fire Protection District ("District") to join the Statewide Community Infrastructure Program ("SCIP"), sponsored by the California Statewide Communities Development Authority ("CSCDA") and authorize the District to enter into a Joint Exercise of Powers Agreement with CSCDA as part of the District's participation in SCIP.

BUSINESS

None

FIRE CHIEF ORAL REPORT

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

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

ADJOURNMENT

CERTIFICATION

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

Geoff Belyea, Fire District Chief

American Canyon Fire Protection District
Board Meeting
ACTION MINUTES
January 23, 2024

6:30 P.M. OPEN SESSION

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Chair Garcia led the Pledge of Allegiance

ROLL CALL

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

Absent: None

Excused: None

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

District Counsel, William D. Ross, provided an oral report on Closed Session. The Board convened in Open Session at 5:36 p.m. After ascertaining that there were no public comments on the matters agendized for Closed Session and adjourned at 5:37 p.m. There were two matters that were agendized. The first matter was Anticipated Litigation, it has two matters and with respect to both matters, a written report will be provided under Government Code Section 54957.1. Closed Session concluded at 6:22 p.m.

PROCLAMATIONS AND PRESENTATIONS

3. Proclaiming the Month of February as American Heart Month.

Chairman Garcia presented the Proclamation to Fire Captain Chad Pilkington.

PUBLIC COMMENT

Chair Garcia called for public comments. Written comments: none. Oral Comments: None. The public comment period was closed.

AGENDA CHANGES

There were no agenda changes.

CONSENT CALENDAR

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

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

Nays: None

Abstain: None

Absent: None

Excused: None

4. **Minutes of Fire District Board Meeting of November 28,2023.**
Action: Approved the Minutes of the Fire District Board Meeting of November 28, 2023.
5. **Report Upon Return from Closed Session: November 28, 2023.**
Action: Approved the Report Upon Return from Closed Session November 23, 2023.
6. **Approve Policy and Procedures.**
Action: Approved the proposed eleven Policy and Procedures for the American Canyon Fire Protection: Electronic Mail, Administrative Communications, Minimum Staffing Levels, Post Incident Analysis, Solicitation of Funds, Physical Asset Management, Fire Service Authority, Policy Manual, Organizational Structure, Training Policy, and Liability Claims.
7. **Surplus and Authorize the Disposition of a 2001 Ford F-250.**
Action: Adopt Resolution 2024-02, officially designating the following asset as surplus and authorizing the disposition through methods such as sale and/or public auction: 2001 Ford F-250.
8. **Approval of Term Sheet for initiation of Community Facilities District on portions of Watson Ranch Specific Plan (the “Project”).**
Action: Approve by Minute Order, a proposed Term Sheet between the American Canyon Fire Protection District (“District”) and American Canyon I, LLC (“AC-1”) for imposition of a Community Facilities District (“CFD”) on unentitled portions of the Project and authorize the Fire Chief to sign.

PUBLIC HEARINGS

None

BUSINESS

9. **Property Tax Agreement between the County of Napa and American Canyon Fire.**

Chief Belyea provided an oral report.

Chair Garcia called for public comments: Written comments: none. Oral comments: Justin Hole.

Action: Motion to approve the Property Tax Allocation Agreement between the County of Napa and American Canyon Fire Protection District associated with the proposed annexation of the property at 1661 Green Island Road made by Board Member Pierre Washington, seconded by Board Member Mariam Aboudamous, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Excused: None

10. Master Plan Update.

Chief Belyea provided an update on the Master Plan.

Chair Garcia called for public comments: Written comments: none. Oral comments: None.

Action: Receive and File the American Canyon Fire Protection District's Overview of the Policy and Procedure Updates.

FIRE CHIEF ORAL REPORT

Chief Belyea stated that the District responded to more emergencies last year than we have in the history of the fire district. The service demands in our community are increasing and he thanked the crew for their service.

He mentioned that the District received a \$100,000 grant from Office of Traffic and Safety for two new sets of "jaws of life" or hydraulic tools. The tools have been received, and on boarding training for the crews is in progress. Once training is completed, the tools will be placed on the engines.

The District secured grant funding for nineteen portable radios. The radios have been received are currently being issued to the crews. This enhances communication with the most technological tools available.

The District completed the required documentation for the Municipal Services Review that LAFCO is conducting county wide for EMS.

Chair Garcia inquired about informing new residents regarding fire service.

Board Member Joseph inquired if the District has seen an increase in call volume in the Watson Ranch area.

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

Board Member Joseph announced his absence from the upcoming February District Board meeting and raised a query about the District's public outreach regarding the removal of Eucalyptus trees in the Wetlands.

Chief Belyea provided an update on the project, noting it is in a developmental stage. A private donor is set to contribute to the funding of the fuel reduction project, which will be a collaboration involving the District, the City of American Canyon (as the property owner), and Napa Fire Wise. Napa Fire Wise will oversee the project, managing contractor bids and defining the scope of work.

The District's communications team is actively working with the City and Napa Fire Wise, with more details to follow. Community outreach will precede any project implementation, and the City has plans to replant with native trees. Certain tasks need completion before initiating public outreach.

David Oro requested the Fire District conduct community outreach sooner and requested a report on the visual impact of tree removal from a fire hazard perspective.

Chief stated the first part of the project is to develop a potential scope of work and assess the fiscal impact. He highlighted the flammability of Eucalyptus, a non-native and highly combustible tree species in California. Eucalyptus trees are known for releasing embers into the air while burning, posing a risk of igniting warehouse roofs.

ADJOURNMENT

Meeting was adjourned at 7:16 p.m.

CERTIFICATION

Geoff Belyea,
District Fire Chief/District Clerk

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

Law Offices of
William D. Ross
400 Lambert Avenue
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Los Angeles, CA 90025

File No: 199/3

January 25, 2024

VIA E-MAIL

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

Re: Report Upon Return from Closed Session; Regular Virtual Meeting of the
American Canyon Fire Protection District Board of Directors; January 23, 2024

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 23, 2024 Regular Meeting, consistent with Government Code Section 54957.1.

After convening in Open Session at 5:36 p.m. and after ascertaining that there were no public comments on matters agendized for Closed Session, the Board then adjourned to Closed Session at 5:37p.m. to address the matters agendized for Closed Session consideration.

There were two matters agendized for District Closed Session consideration.

1. Conference with Legal Counsel – Anticipated Litigation
Pursuant to Government Code Section 54956.9(d)(2)
Two Matters; and,
2. Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1)
Denise Lynn Sanchez v. Elton Weeks, Napa County Superior Court Case No. 21CV00455.

With respect to the first matter considered under District Closed Session Agenda Item No. 1., there was reportable action in the form of unanimous Board direction (5-0), to supplement the Term Sheet between the District and American Canyon I, LLC (“AC-1”) to include the imposition

The Honorable Leon Garcia, Chair
and Members of the Fire District Board of Directors
January 25, 2024
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of a District Community Facilities District on 693 residential units in exchange for District waiver of application of the District approved special tax and the District aerial fee for the hotel and ruins portion of the Watson Ranch Specific Plan. Except as indicated, there was no other reportable action under the common law attorney-client privileged or that provided by Government Code Section 54956.9(d)(2).

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

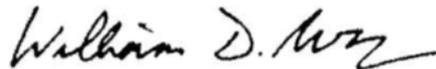
With respect to District Closed Session Agenda Item No. 2., there was no reportable action under the common-law attorney-client privilege and that provided by Government Code Section 54956.9(d)(1).

The Closed Session concluded at 6:22 p.m., where it was indicated that a written report upon return consistent with Government Code Section 54957.1, would be prepared.

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

Should you have questions concerning this Report, it may be taken off the Consent calendar when agendized in the future, or our office may be contacted in the interim.

Very truly yours,



William D. Ross
District Counsel

WDR:jf

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



TITLE

[Memorandum of Understanding for Regional Grant Applications from Multiple Government Agencies.](#)

RECOMMENDATION

Adopt Resolution 2024-04 authorizing the Memorandum of Understanding for Regional Grant Applications from Multiple Government Agencies.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

On November 28, 2023, the Board of Directors adopted Resolution 2023-35, authorizing the submission of a Memorandum for Regional Grant Applications from Multiple Government Agencies. This initiative involved collaboration between key entities including The American Canyon Fire Protection District (District), The City of Napa, County of Napa, and the City of Calistoga. Additionally, the City of St. Helena has expressed its intent to join this collaborative effort.

To accommodate this expanded partnership, a new Memorandum of Understanding (MOU) is required to incorporate the City of St. Helena. The MOU serves the sole purpose of establishing an administrative framework for applying for and handling multi-agency grants. It's important to note that if any grants are awarded, the parties understand that each grant will have further specific requirements that will be imposed at that time, subject to review and approval by each party prior to submission of any grant application.

The parties, represented by their Fire Chiefs, are committed to regional collaboration and coordination to enhance cost-effectiveness, improve regional efficiency, and strengthen resilience. This cooperation aims to directly benefit multiple local jurisdictions through grant-funded activities. These activities may encompass vehicle acquisition, training, equipment, wellness and fitness, and personal protective equipment (PPE). While each party can still apply for grants independently, they cannot request funding for the same items covered by a regional grant, and they must adhere to individual grant requirements.

FISCAL IMPACT

The financial impact of the collaboration may have several implications from cost savings, increased funding opportunities, efficiency and resource allocations and reduced administrative costs.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

Not Applicable

ATTACHMENTS:

1. [Resolution 2024-04 MOU Regional Grant Application](#)
2. [Regional Grant MOU 02 15 2024](#)

RESOLUTION NO. 2024-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT ADOPT THE MEMORANDUM OF UNDERSTANDING FOR REGIONAL GRANT APPLICATIONS FROM MULTIPLE GOVERNMENT AGENCIES

WHEREAS, Whereas, the Board of Directors recognizes the importance of collaborative efforts among regional government agencies to enhance emergency response capabilities and improve overall community safety; and

Whereas, Resolution 2023-35, adopted on November 28, 2023, authorized the pursuit of Memorandum for Regional Grant Applications from Multiple Government Agencies, demonstrating the Board's commitment to fostering partnerships for the betterment of the community; and

Whereas, the inclusion of the City of St. Helena in this collaborative endeavor signifies a broader regional commitment to effective resource allocation and coordinated emergency preparedness efforts; and

WHEREAS, the American Canyon Fire Protection District (District), the City of Napa, the County of Napa, and City of Calistoga, and the City of St. Helena have expressed a desire to engage in regional cooperation and coordination for the purpose of jointly pursuing regional grant opportunities from various governmental agencies; and

WHEREAS, these grant applications necessitate the establishment of a Memorandum of Understanding (MOU) to outline the terms of cooperation among the regional agencies for the purpose of securing and administering regional grants, focusing on an administrative framework for the application and administration of multi-agency grants; and

WHEREAS, the Fire Chiefs of the respective fire departments representing the parties are dedicated to regional cooperation with the objectives of achieving cost effectiveness, enhancing regional efficiency and resilience, and directly benefiting multiple local jurisdictions through activities funded by these grants; and

WHEREAS, the regional grant activities may encompass various endeavors, including but not limited to vehicle acquisition, training, equipment procurement, wellness and fitness initiatives, and personal protective equipment (PPE) activities; and

WHEREAS, while the parties maintain the right to apply for grants individually on behalf of their own organizations, this cannot pertain to the same items covered by regional grants, and individual grant applications must adhere to the requirements of the specific grant in question; and

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the American Canyon Fire Protection District adopt the Memorandum of Understanding for regional grant applications from multiple government agencies.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 27th day of February 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED ABSENCE:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel

City of Napa Agreement No. _____

American Canyon Fire Protection District Agreement No. _____

Napa County Agreement No. _____

City of Calistoga Agreement No. _____

City of St. Helena Agreement No. _____

**MEMORANDUM OF UNDERSTANDING FOR REGIONAL GRANT APPLICATIONS
FROM MULTIPLE GOVERNMENT AGENCIES**

This Memorandum of Understanding for Regional Grant Applications from Multiple Government Agencies (this "MOU") by and between the City of Napa, a California charter city ("CITY"), American Canyon Fire Protection District, a California special district ("AMERICAN CANYON"), Napa County, a political subdivision of the State of California ("COUNTY"), City of Calistoga, a California city ("Calistoga") and City of St. Helena, a California city ("St. Helena") is effective as of the effective date identified on the signature page. CITY, AMERICAN CANYON, COUNTY, CALISTOGA and ST. HELENA may be identified as "a Party," or collectively, as "the Parties". The Parties are public entities organized and operating under the laws of the State of California and each is a public agency as defined in California Government Code section 6500.

RECITALS

A. The CITY, COUNTY, AMERICAN CANYON, CALISTOGA, and ST. HELENA desire to collaborate on regional Grant applications to apply for regional Grants from various governmental agencies. These Grant applications typically require a memorandum of understanding setting forth the terms of the regional agencies' cooperation for purposes of securing and administering regional Grants. This MOU is solely for the purpose of establishing an administrative structure to apply for and administer multi-agency Grants. If any Grants are awarded, the Parties understand that each Grant will have further specific requirements that will be imposed at that time, subject to review and approval by each Party prior to submission of any Grant application.

B. The Parties, through the Fire Chiefs of the respective fire departments or districts, are committed to regional cooperation and coordination to achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction directly from the activities implemented with Grant funds if they are Awarded.

C. Regional Grant activities may include but are not limited to, vehicle acquisition, training, equipment, wellness and fitness, and personal protective equipment ("PPE") activities.

D. None of the Parties is prevented from applying on behalf of its own organization for any activity; however, it cannot be for the same item as a regional Grant and will be subject to the individual Grant requirements.

NOW, THEREFORE, the CITY, COUNTY, AMERICAN CANYON, CALISTOGA, and ST. HELENA for the considerations hereinafter set forth, mutually agree as follows:

1. DEFINITIONS.

- (a) Application: The specific set of forms, documents, and attachments that comprise an applicant's submission to a regional Grant opportunity.
- (b) Host Agency: Agency to act as host and apply for funding on behalf of itself and any number of other Participating Parties.
- (c) Participating Parties: Parties to this MOU seeking a Grant Award directly from an Awarding agency to carry out an activity under a Grant program.
- (d) Regional Grant: A Grant that is offered by a local, state, or federal agency that, if Awarded, would provide some type of benefit (either monetary or otherwise) to more than one of the Participating Parties.
- (e) Grant Agreement: A Grant between an Awarding agency to Participating Parties that sets the terms and conditions of a Grant, including for what it can be used.
- (f) Award: Financial assistance that provides support or stimulation to accomplish a public purpose.
- (g) Cost Sharing or Matching: The portion of project costs not paid by Grant funds.

2. TERM OF THE AGREEMENT AND RIGHT TO TERMINATE. This Agreement takes effect upon the signature of the Parties and shall remain in effect until mutually modified or terminated. The term of this Agreement shall expire on December 31, 2028, except that the obligations of the Parties under paragraph 5 (Mutual Indemnification) shall continue in full force and effect after said expiration date as to the liability for acts and omissions occurring during the term of this Agreement. Any Party may terminate this MOU for convenience (with or without cause) by providing written notice of termination to the other Parties, effective upon the date stated in the notice.

Notwithstanding the foregoing, if the Grant Agreement is terminated for any reason, this MOU as to that Grant shall automatically terminate at the same time.

3. REGIONAL APPLICATION MANAGEMENT.

- (a) To apply for a regional Grant, a Host Agency must be identified by the Parties and must agree, if Awarded, to be responsible for all aspects of that Grant. This includes, but is not limited to cost share, accountability for the assets, and all reporting requirements in the regional application. The Host Agency of the regional application is not considered a pass-through entity and may not issue sub-Awards.
- (b) Regional Grant Applications may only be submitted on behalf of Parties that have consented in writing to join as a Participating Party, in accordance with each agency's rules and regulations for applying for Grants.
 - The Host Agency shall prepare a memo specifying the individual and mutual responsibilities of the Host Agency and Participating Parties, the host's, and participants' level of involvement in the project(s), the Participating Parties' Employer Identification Number, and the proposed distribution of all Grant-funded assets or contracted services. This memo shall be reviewed and signed by each Participating Party's Fire Chief prior to Grant submission.
- (c) Purpose. This MOU establishes the relationship between the Participating Parties for participation in regional Grant programs and Regional Grant Awards in the event of approval of each Application.

Collaboration Between the Parties. The Parties agree to the following:

- Determining which Party will serve as the Host Agency to submit a Regional Grant program Application and serve as Grant administrator for the Participating Parties in the event of award.
- Pursuant to the specific Grant program guidelines, all items approved under the Application will be procured and administered through the Host Agency in event of Award.
- The Host Agency will provide accountability for the assets acquired under the Regional Grant Award and provide reporting requirement deliverables. As such, Participating Parties agree to provide the Host Agency with this information on a timely basis to remain in compliance with the requirements of the Grant and the Grant Agreement.
- The Participating Parties agree to accept the regional Grant program Award and accept their respective items as listed in the Grant application in the event of approval, in accordance with each Party's existing policies and practices.
- Any expenditure beyond the Grant Award for a Party's approved item(s) remains the sole responsibility of that Party.
- The Participating Parties agree to allow the Host Agency to procure and distribute their respective assets if Awarded under the regional Grant program.
- The Participating Parties agree to participate in cooperative training on all equipment procured under the Regional Grant Award as appropriate. Training will be coordinated through the Host Agency.
- The Participating Parties agree to maintain/repair all items awarded to them under the Application in accordance with the manufacturer's warranty, and to replace the equipment if it becomes inoperable for a period required after official closeout of the Grant Agreement.
- The Participating Parties agree to promptly provide any additional documentation to the Host Agency as requested, that may be necessary in connection with the Grant.
- Participating Parties agree to promptly return any equipment or deliverables that are received in error to the Host Agency.
- Each Participating Party understands that all records created as a result of participating in the Regional Grant program may be subject to the public disclosure pursuant to the Public Records Act and shall be responsible for compliance with any public records request served upon it.
- Each Participating Party shall maintain its own respective records and documents associated with this MOU sufficient to demonstrate compliance with the terms of this MOU for a period of five years from the termination of this MOU.

4. INVOICING AND PAYMENT. The Participating Parties agree to provide the required monetary match for the total cost of their requested items as detailed in the Regional Grant Application as required under the Regional Grant program guidelines. The required match shall be paid by the Participating Parties upon receipt of an invoice from the Host Agency, in

advance of associated procurement. The cash match will be determined among the Parties and based on percentage of benefit.

In the event of a reduced award, the Participating Parties agree to accept this reduced amount and provide a cash match on the total reduced Award amount of their approved items.

5. MUTUAL INDEMNIFICATION. To the full extent permitted by law, each Party will indemnify, hold harmless, release, and defend the other Parties (including their officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees) (collectively, "Liability") of any nature, arising out of, pertaining to, or relating to the indemnifying Party's acts or omissions under this MOU. The indemnifying party's indemnification obligations under this MOU are not limited by any limitations of any insurance held by each Party, including, but not limited to, workers' compensation insurance.

6. NO WAIVER. The waiver by any of the Parties of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

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

AMERICAN CANYON FIRE PROTECTION DISTRICT
Fire Chief
911 Donaldson Way East
American Canyon, CA 94503

CITY OF NAPA
Fire Chief
P.O. Box 660
Napa, CA 94559

CITY OF CALISTOGA
Fire Chief
1113 Washington Street
Calistoga, CA 94515

CITY OF ST. HELENA
Fire Chief
1088 College Ave
St. Helena, CA 94574

COUNTY OF NAPA
Fire Chief
951 California
Napa, CA 94559

8. COMPLIANCE WITH LAWS. In performing any services required under this MOU the Parties shall observe and comply with all applicable Federal, State, and local laws, ordinances, and codes.

9. AUTHORITY TO CONTRACT. The Parties each warrant hereby that they are legally permitted and otherwise have the authority to enter and perform this MOU.

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

11. THIRD PARTY BENEFICIARIES. Nothing contained in this MOU shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

12. ATTORNEY'S FEES. If any of the Parties commence legal action of any kind or character to either enforce the provisions of this MOU or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

13. ENTIRETY OF CONTRACT. This MOU constitutes the entire agreement between the Parties relating to the subject of this MOU and supersedes all previous MOUs, promises, representations, understandings, and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

14. SEVERABILITY. If any term of this MOU (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, this MOU will be construed as not containing that term, and the remainder of this MOU will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the Parties' intent under this MOU.

15. COUNTERPARTS. This MOU may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF NAPA, a California Charter City:

STEVE POTTER, City Manager

ATTEST:

TIFFANY CARRANZA, City Clerk

Date: _____
("Effective Date")

COUNTERSIGNED:

ERIKA LEAHY, City Auditor

APPROVED AS TO FORM:

MICHAEL W. BARRETT, City Attorney

NAPA COUNTY, a political subdivision of the State of California

By: _____
JOELLE GALLAGHER, Chair Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>January 9, 2024</u> [PL No. 102056_5]</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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AMERICAN CANYON FIRE PROTECTION DISTRICT,
a subsidiary special district of the City of American Canyon

By: _____
LEON GARCIA, Chair, Board of Directors

By: _____
GEOFF BELYEA, Fire Chief / District Clerk

By: _____
WILLIAM D. ROSS, District Counsel

CITY OF CALISTOGA
a California city

By: _____
LAURA SNIDEMAN, City Manager

By: _____
YUDIANA GALVAN, City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE MARCHETTA KENYON, City Attorney

CITY OF ST. HELENA
a California city

By: _____
ANIL COMELO, City Manager

By: _____
CINDY TZAFPOULOS, City Clerk



TITLE

[Policy and Procedures.](#)

RECOMMENDATION

Approve the proposed five Policy and Procedures for the American Canyon Fire Protection: Reporting for Duty, On-Duty Voting in Statewide Elections, Workplace Violence, Lactation Breaks, and Pregnancy Disability Leave.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The American Canyon Fire Protection District (District) is committed to the continual improvement of having updated policies and procedures in place to ensure the safety and efficiency of our operations. Recognizing the prolonged period since the last update to our existing policies and procedures, the District has undertaken a strategic partnership with Lexipol, a renowned public safety solutions company specializing in policy management for agencies like ours.

The proposed policies have undergone thorough examination by our labor and legal teams, encompassing a diverse range of policies, including: Reporting for Duty, On-Duty Voting in Statewide Elections, Workplace Violence, Lactation Breaks, and Pregnancy Disability Leave.

Upon the approval from the Board of Directors, they will be integrated into the Lexipol database, providing a standardized framework for our operations.

The joint efforts between our workforce and the District emphasize our commitment to maintaining the highest standards. This proactive approach not only guarantees compliance of state and federal laws and legal decisions but also significantly mitigates the risk of legal entanglements.

FISCAL IMPACT

There is no fiscal impact.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

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

ATTACHMENTS:

1. [Resolution 2024-05 Policies and Procedures](#)
2. [1009 Reporting for Duty](#)
3. [1019 On-Duty Voting in Statewide Elections](#)
4. [1026 Workplace Violence](#)
5. [1027 Lactation Breaks](#)
6. [Pregnancy Disability Leave](#)

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT APPROVING ELEVEN POLICY AND PROCEDURES: REPORTING FOR DUTY, ON-DUTY VOTING IN STATEWIDE ELECTIONS, WORKPLACE VIOLENCE, LACTATION BREAKS, AND PREGNANCY DISABILITY LEAVE

WHEREAS, the American Canyon Fire Protection District (District) is dedicated to the continual enhancement of operational safety and efficiency through the implementation of updated policies and procedures; and

WHEREAS, the proposed policies, including Reporting for Duty, On-Duty Voting in Statewide Elections, Workplace Violence, Lactation Breaks, and Pregnancy and Disability Leave, have undergone comprehensive examination by the labor and legal teams

WHEREAS, the integration of these policies into the Lexipol database is contingent upon the approval of the Board of Directors, establishing a standardized framework for the District's operations; and

WHEREAS, the collaborative efforts between the workforce and the District underscore the commitment to maintaining the highest standards, ensuring compliance with state and federal laws and legal decisions, while significantly mitigating the risk of legal entanglements.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the American Canyon Protection District, approves the proposed five Policy and Procedures for the American Canyon Fire Protection District.

PASSED, APPROVED AND ADOPTED this 27th day of February 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Leon Garcia
Chairman, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Geoff Belyea
Fire Chief/District Clerk

William D. Ross
District Counsel
American Canyon Fire Protection District

Reporting for Duty

1009.1 PURPOSE AND SCOPE

Best Practice

This policy describes the district's expectations of its employees when reporting for duty, to ensure that all members are fully capable of functioning in their capacity.

1009.2 POLICY

Best Practice

It is the policy of this district to maintain sufficient staffing levels to provide efficient and quality services to the community and to provide for the safety its members.

1009.3 PUNCTUALITY

Best Practice

All members should be punctual and be ready to immediately perform their duties at the assigned time. Those with unexcused absences of more than 60 minutes will be considered absent without leave.

It is the member's responsibility to contact his/her station and/or immediate supervisor if the member is not going to arrive in time to relieve the previous shift on time.

1009.4 RELIEF

Best Practice **MODIFIED**

Members are required to remain on-duty until relieved. Upon entering the station, it is the member's responsibility to contact the member being relieved and receive a briefing.

Company supervisors shall remain on-duty until change-of-crew unless they are relieved or otherwise directed by a Battalion Chief or Duty Chief. Company supervisors may not be absent from their place of assignment without the specific permission of a Battalion Chief or Duty Chief.

1009.5 READINESS FOR DUTY

Best Practice

Upon reporting for duty, all members should prepare themselves and their gear to be immediately available to respond to calls for service. This should include, but not be limited to, placing personal protective equipment on the member's assigned apparatus and donning the appropriate uniform.

1009.6 PERSONAL APPEARANCE

Best Practice **MODIFIED**

All members should be properly attired at all times when representing the District. Each member should wear the appropriate uniform or protective equipment that has been approved for the activity being performed.

Reporting for Duty

1009.7 CLEANLINESS

Best Practice

All members should keep their persons, uniforms, desks, cars, beds and lockers in a neat and clean condition. If a persistent problem is noticed, the member should be notified immediately.

1009.8 INABILITY TO REPORT FOR DUTY

Best Practice

Members should notify a supervisor of any inability to report for duty at the time required or to perform the full range of regular duties.

1009.8.1 ABSENCE REPORTING

Agency Content

- (a) All reasonable efforts must be made to report the absence by 07:00 hours on the day of the absence
- (b) All line personnel shall report their absence and reason to the On-Duty Captain. Administrative personnel shall report their absence to the Fire Chief or their designee.
- (c) Anytime line personnel are reporting off duty for any reason, the on-duty Captain shall be responsible to ensure the Leave Request form is filled out and turned into the Assistant Fire Chief. Administrative personnel shall enter their leave usage into the shared outlook calendar. ie vacation, holiday, sick leave etc.
- (d) Any change in time from the original leave request whether reduction or addition must be documented and submitted on an updated leave form upon return from duty.
- (e) The line employee who has requested the leave must sign the Leave Request Form upon their first shift back to work.

1009.9 EMERGENCY RECALL

Best Practice

Upon receipt of an emergency recall, without delay, members should secure and/or stabilize their home and family, and report for duty at the appropriate work location. Members shall recognize the potential for emergency recall and take measures in advance to properly prepare their families. Except when otherwise instructed, members should travel as safely as possible to their normal work assignment once they have received the notice of recall. Members may not refuse an emergency recall notice. Members shall not leave their duty assignments until properly relieved. Members shall follow the procedures detailed in the Emergency Recall Policy.

1009.10 RELIEVED FROM DUTY FOR VIOLATIONS

Best Practice **MODIFIED**

Any supervisor may relieve a member under his/her command from duty, when in the supervisor's judgment an alleged offense committed is sufficiently serious to warrant immediate action. A report of such action shall be immediately made to the appropriate Battalion Chief and/or Duty Chief, followed by written charges and documentation in accordance with district procedures.

On-Duty Voting in Statewide Elections

1019.1 PURPOSE AND SCOPE

Although members are encouraged to use alternative voting methods, such as absentee ballots or early voting, this policy provides guidelines to enable members to vote in all statewide elections.

1019.2 POLICY

It is the policy of the American Canyon Fire Protection District to provide members a reasonable opportunity to vote in all statewide elections.

1019.3 PROCEDURES

Polls are generally open from 7:00 a.m. to 8:00 p.m. each election day for statewide elections. Members scheduled to be at work during that time may take up to two hours off to vote without losing any pay (Elections Code § 14000).

Employees who need time off to vote must notify their supervisor at least two working days prior to the election.

Supervisors shall allow members time off to vote according to the following:

- (a) Employees may take as much time as needed to vote but only two hours of that time will be paid.
- (b) Authorized time off for voting should be at the beginning or end of a regular work shift, whichever allows the most free time for voting and the least time off from the regular working shift.
- (c) Members working 24-hour shifts ending on the day of the election will not be relieved early to vote.

1019.4 POSTED NOTICE

The Fire Executive Assistant-Office Manager should ensure that the required notice informing employees of their voting rights under state law is conspicuously posted not less than 10 days before every statewide election (Election Code §14001).

The notice should be posted in all fire stations and at all fire district facilities. [See attachment: voter-bill-of-rights.pdf](#) from the California Secretary of State may be used for this purpose.

Attachments

voter-bill-of-rights.pdf

VOTER BILL of RIGHTS



YOU HAVE THE FOLLOWING RIGHTS

1. **The right to vote if you are a registered voter.** You are eligible to vote if you are:

- ★ a U.S. citizen living in California
- ★ at least 18 years old
- ★ registered where you currently live
- ★ not currently serving a state or federal prison term for the conviction of a felony, and
- ★ not currently found mentally incompetent to vote by a court

2. **The right to vote if you are a registered voter even if your name is not on the list.**

You will vote using a provisional ballot. Your vote will be counted if elections officials determine that you are eligible to vote.

3. **The right to vote if you are still in line when the polls close.**

4. **The right to cast a secret ballot** without anyone bothering you or telling you how to vote.

5. **The right to get a new ballot if you have made a mistake**, if you have not already cast your ballot. You can:

Ask an elections official at a polling place for a new ballot,
Exchange your vote-by-mail ballot for a new one at an elections office, or at your polling place, or
Vote using a provisional ballot.

6. **The right to get help casting your ballot** from anyone you choose, except from your employer or union representative.

7. **The right to drop off your completed vote-by-mail ballot at any polling place** in California.

8. **The right to get election materials in a language other than English** if enough people in your voting precinct speak that language.

9. **The right to ask questions to elections officials about election procedures** and watch the election process. If the person you ask cannot answer your questions, they must send you to the right person for an answer. If you are disruptive, they can stop answering you.

10. **The right to report any illegal or fraudulent election activity** to an elections official or the Secretary of State's office.

SPECIAL NOTICE

- Polls are open from 7:00 a.m. to 8:00 p.m. on the day indicated in the posted county Voter Information Guide.
- Specific instructions on how to vote, including how to cast a provisional ballot, can be obtained from a poll worker or by reading the information mailed to you by your local elections official.
- If you are a newly registered voter, you may be asked to provide appropriate identification or other documentation according to federal law. But please note that every individual has the right to cast a provisional ballot even if he or she does not provide the documentation.
- It is against the law to represent yourself as being eligible to vote unless you meet all of the requirements to vote under federal and state law.
- It is against the law to tamper with voting equipment.

If you believe you have been denied any of these rights, call the Secretary of State's confidential toll-free Voter Hotline at (800) 345-VOTE (8683).

 On the web at www.sos.ca.gov

 By phone at **(800) 345-VOTE (8683)**

 By email at elections@sos.ca.gov

Workplace Violence

1026.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to make clear that the District does not tolerate any direct or implied threats of violence or violent behavior in the workplace or any act or behavior that is or can be perceived as threatening, hostile, and/or violent.

1026.2 POLICY

Best Practice

It is the policy of the American Canyon Fire Protection District to provide and maintain a safe work environment for its employees, volunteers, and members of the public.

In responding to any violent behavior in the workplace, the District is committed to providing protection to all involved parties, including protection from future physical and/or mental harm and the protection of the legal rights of victims, witnesses, and those instigating the harm.

1026.3 PROHIBITED BEHAVIOR

Best Practice

No member shall engage in, encourage, or promote violent behavior toward any person while conducting district business or on district property.

No member engaged in district business shall carry or possess weapons or explosives unless either:

- (a) Permitted by district policy
- (b) State or local law prohibits the District from restricting the possession of the weapon or explosive

1026.4 REPORTING AND INVESTIGATING

Best Practice

1026.4.1 MEMBER RESPONSIBILITY

Best Practice

District members who experience, observe, or have knowledge of prohibited behaviors and actions in the workplace, have a responsibility to report the situation as soon as practicable to a supervisor, a manager, or a human resources representative and to the local police department, if a threat has been made or a crime has occurred.

Members should render aid to anyone who may be in need and be prepared to assist emergency responders, as requested, following any incident of violence in the workplace.

American Canyon Fire Protection District

Policy Manual

Workplace Violence

1026.4.2 SUPERVISOR, MANAGER, BATTALION CHIEF, AND ASSISTANT CHIEF RESPONSIBILITIES

Best Practice

Upon receipt of a report of potential or actual workplace violence, supervisors shall gather as much information as possible to assess and determine the severity and potential of the situation. If the report is found to be credible, the next immediate supervisor shall be notified as soon as practicable and appropriate action taken.

Local law enforcement personnel shall be notified immediately of all threatening or violent behavior.

1026.4.3 INVESTIGATION

Best Practice

The Administration Division will promptly, impartially, and with as much confidentiality as practicable coordinate the investigation of all reports of violent behavior.

District members are required to cooperate in any investigation. A timely resolution of each report should be reached and communicated to all parties involved as quickly as possible.

1026.4.4 REPORTING NON-WORK-RELATED THREATENING OR VIOLENT BEHAVIOR

Best Practice

District members who are victims of domestic violence or other threatening behavior outside of the workplace or who believe they are potential victims of such behavior and fear it may enter the workplace, are encouraged to report the situation as soon as possible to their supervisors.

Supervisors receiving any such report shall contact the Administration Division as soon as practicable so that any appropriate safety measures or plans may be developed.

1026.5 RETALIATION PROHIBITED

Best Practice

Any form of retaliation against a member for making a report concerning violent behavior in the workplace is prohibited.

Any member who becomes aware of any retaliation or threatened retaliation shall immediately notify his/her supervisor.

1026.6 RESTRAINING ORDERS

Best Practice

Members who obtain a restraining order listing their workplace, person, or the District as a protected area must provide a copy of the restraining order to their immediate supervisor or the Fire Chief. The District needs this information in order to provide a safe workplace.

1026.7 FOLLOW-UP ACTION

Best Practice

American Canyon Fire Protection District

Policy Manual

Workplace Violence

Any employee reported to have exhibited violent or potentially violent behavior will be afforded all rights provided by law, the applicable memorandum of understanding, and/or the Firefighter Bill of Rights provisions before the District takes any disciplinary action.

Actions that may be taken when an employee has been found to have violated this policy include but are not limited to the following:

- Mandatory participation in counseling
- Placing the employee on paid administrative leave pending investigation into an alleged threat or act
- Corrective/disciplinary action up to and including termination
- Criminal arrest and prosecution
- Special procedures, such as job relocation or initiation of a court order

If, upon investigation, it is determined that an allegation is false or was made maliciously, the employee who provided the false information will be subject to disciplinary action, up to and including termination, as well as possible criminal arrest and prosecution.

1026.8 LEGAL ACTION

State

The Administration Division, in consultation with the district's legal counsel, will determine if the District will seek a temporary restraining order or injunction to reduce future or threatened violent behavior in the workplace (Code of Civil Procedure § 527.8).

1026.9 CORRECTIVE ACTIONS

Best Practice

At the completion of the investigation and a review of the incident, or in the case of a threat of violence, non-disciplinary corrective actions should be implemented or requested to ensure overall workplace safety. These actions may include but are not limited to:

- Placing the involved member on administrative leave pending further review and determination of permanent action. Administrative leave would be unpaid in the case of a volunteer.
- Reassigning the member to a different work location.
- Referring the member to conflict resolution training sessions.
- Referring the member to the Employee Assistance Program (EAP).
- Modifying workstation designs and office traffic flow patterns.
- Requiring the member to attend a fitness-for-duty evaluation.
- Developing specific workplace violence procedures for incident response, prevention, and corrective actions.

Workplace Violence

1026.10 WORKPLACE VIOLENCE PREVENTION

Best Practice

All district members are responsible for assisting in the prevention of violence in the workplace.

The District will provide appropriate training to members regarding workplace violence.

In the event a violent incident occurs in the workplace, the Fire Chief is responsible for ensuring that all responsibilities have been met and actions carried out, as detailed in this policy, and shall review the results of any investigation and ensure appropriate action is taken. Information gathered during an investigation should be used for the continuous improvement of policies and procedures to prevent workplace violence.

Lactation Breaks

1027.1 PURPOSE AND SCOPE

Federal

The purpose of this policy is to provide reasonable accommodations to members desiring to express breast milk for a nursing child (29 USC § 207, Labor Code § 1034).

1027.2 POLICY

Federal

It is the policy of the American Canyon Fire Protection District to provide a reasonable amount of break time and appropriate facilities to accommodate any member desiring to express breast milk for a nursing child (29 USC § 207; Labor Code § 1030).

1027.3 LACTATION BREAK TIME

Federal MODIFIED

A rest period should be permitted each time the member has the need to express breast milk (29 USC § 207; Labor Code § 1030). In general, lactation breaks that cumulatively total 30 minutes or less during any four-hour work period or major portions of a four-hour work period would be considered reasonable. However, individual circumstances may require more or less time. Such breaks, if feasible, should be taken at the same time as the member's regularly scheduled rest or meal periods.

While a reasonable effort will be made to provide additional time beyond authorized breaks, any such time exceeding 15 minutes will be unpaid (Labor Code § 1030).

Company Officers of employees desiring to take a lactation break shall notify Dispatch and the on-duty Battalion Chief and place themselves "Out of Service" using their MDT or via voice notification prior to taking such a break. Such breaks may be reasonably delayed if they would seriously disrupt District operations. (Labor Code § 1032).

Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

1027.4 PRIVATE LOCATION

Federal MODIFIED

The District will make reasonable efforts to accommodate members with the use of an appropriate room or other location to express milk in private. Such room or place should be in close proximity to the member's work area and shall be other than a bathroom or toilet stall. The location must be shielded from view and free from intrusion from coworkers and the public (29 USC § 207; Labor Code § 1031).

Members occupying such private areas shall either secure the door or otherwise make it clear to others that the area is occupied with a need for privacy. All other members should avoid

Lactation Breaks

interrupting a member during an authorized break, except to announce an emergency or other urgent circumstance.

Authorized lactation breaks for members assigned to the field may be taken at the nearest appropriate private area.

1027.5 STORAGE OF EXPRESSED MILK

State **MODIFIED**

Any employee storing expressed milk in any authorized refrigerated area within the District shall clearly label it as such. No expressed milk shall be stored at the District beyond the employee's assigned shift.

1027.6 STATE REQUIREMENTS

State

Employees have the right to request lactation accommodations. If a break time or location accommodation cannot be provided, the supervisor shall provide the member with a written response regarding the reasons for the determination (Labor Code § 1034).

Lactation rooms or other locations should comply with the prescribed feature and access requirements of Labor Code § 1031.

Employees who believe that their rights have been violated under this policy, or who believe that they have been the subject of discrimination or retaliation for exercising or attempting to exercise their rights under this policy, are encouraged to follow the chain of command in reporting a violation, but they may also file a complaint directly with the Labor Commissioner (Labor Code § 1033).

Pregnancy Disability Leave

1044.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the American Canyon Fire Protection District to manage pregnancy disability leave in accordance with the California Fair Employment and Housing Act (FEHA) (Government Code § 12945; 2 CCR 11040) and the Pregnancy Discrimination Act of 1978 (42 USC § 2000e(k)).

1044.1.1 DEFINITIONS

Definitions related to this policy include:

Interactive process - An informal meeting between employer and employee, designed to identify the precise limitations resulting from a disability and any potential reasonable accommodations that could overcome those limitations and allow the employee to return to work, either in their usual and customary position or some other type of work.

1044.2 POLICY

The American Canyon Fire Protection District recognizes pregnancy as a disability and shall treat pregnant members in a manner consistent with other members with disabilities. The District shall defer to a pregnant member's qualified health care provider in assessing the member's ability to work.

1044.3 ELIGIBLE MEMBERS

Members who are disabled by pregnancy, childbirth or related medical conditions are eligible for pregnancy disability leave. There is no required minimum amount of service time or number of hours worked in order to be eligible (2 CCR 11037).

1044.4 TIME AND DURATION OF LEAVE

Under certain circumstances, an eligible member may be entitled to take pregnancy disability leave of up to four months and leave allowed under the Family and Medical Leave Act (FMLA) of up to 12 weeks, for a combined total of approximately seven months.

Members may take up to four months of pregnancy disability leave per pregnancy for any actual disability caused by pregnancy, childbirth or related medical conditions (Government Code § 12945).

Pregnancy disability leave need not be taken in one continuous period of time and may be taken intermittently, on an as-needed basis (2 CCR 11042).

Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from childbirth is allowed by pregnancy disability leave.

If affected by pregnancy, childbirth or related medical conditions, a member may be permitted to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties,

Pregnancy Disability Leave

if such a transfer is recommended by the member's physician after reviewing the member's job description and required duties (2 CCR 11041).

A member may also receive reasonable accommodation for conditions related to pregnancy, childbirth or related medical conditions, if recommended by a qualified health care professional (Government Code § 12945(3)).

1044.5 BENEFITS DURING LEAVE

A member on pregnancy disability leave may receive any group health insurance coverage that was provided before the leave (2 CCR 11044; Government Code § 12945) if:

- (a) The member is eligible for concurrent family medical leave.
- (b) The member has not already exhausted the 12-week group health insurance coverage benefit in the current FMLA eligibility period.

The District shall maintain and pay for the coverage for the duration of the leave as required in Government Code § 12945(2).

The District may recover premiums it paid to maintain health coverage, as provided by FMLA laws and Government Code § 12945(2), if a member does not return to work following pregnancy disability leave.

A member on pregnancy disability leave, who is not eligible to receive group health insurance coverage, may receive health insurance coverage in conjunction with Consolidated Omnibus Budget Reconciliation Act (COBRA) guidelines by making monthly premium payments to the District.

Sick leave, vacation leave and seniority do not accrue while a member is on unpaid pregnancy disability leave.

1044.6 USE OF OTHER LEAVES

Members are required to use accrued sick leave for any authorized pregnancy disability leave. At the member's option, accrued vacation or other accrued time off may be applied toward the pregnancy disability leave. If no accrued sick, vacation or other leave is available, pregnancy disability leave is unpaid (2 CCR 11044).

Pregnancy disability leave will run concurrently with FMLA and any short-term disability leave for those members who are eligible for both.

1044.7 PROCEDURE

The following procedures apply to all members requesting pregnancy disability leave:

- (a) Members who wish to take pregnancy disability leave shall provide their supervisor with 30 days of advance notice if the need for leave is foreseeable or as soon as practicable if the need for leave was not foreseeable (2 CCR 11050). The 30-day advance notice may be waived with the supervisor's written approval.

Pregnancy Disability Leave

- (b) A member shall submit a written request for pregnancy disability leave approved by the member's supervisor or the Fire Chief before the leave begins. The request shall be supported by a written certification from a physician or qualified health care professional that the member is disabled from working by pregnancy, childbirth or a related medical condition. The certification must state the expected duration of the disability and the expected date of return to work (Government Code § 12945; 2 CCR 11050).
- (c) The supervisor should forward requests for pregnancy disability leave, including medical certifications, to the Fire Chief and ensure that the pregnancy disability leave or transfer request is responded to as soon as practicable and in no event later than 10 days after receiving the request (2 CCR 11050).
- (d) Members shall submit any request for an extension of leave in writing to their supervisor prior to the agreed date of return. The request for extension must be supported by a written certification from the attending physician that the member continues to be disabled by pregnancy, childbirth or a related medical condition.
- (e) Members returning from pregnancy disability leave shall provide a written statement from a qualified health care professional attesting that the member is fit to return to full duty (2 CCR 11050).

1044.8 REINSTATEMENT FOLLOWING LEAVE

Upon the expiration of pregnancy disability leave or transfer, and the district's receipt of a written return to full duty certification, the member will be reinstated to her original or an equivalent position, unless the position has been eliminated for a legitimate business reason during the leave (2 CCR 11043).

If the same position is no longer available, as in a layoff, the member will be entitled to a position that is comparable in pay, location, job content, promotional opportunity and geographic location if such a comparable position exists.

If upon return from pregnancy disability leave a member is unable to perform the essential functions of the job because of a disability, the member's supervisor should work with the Fire Chief or legal counsel to engage in an interactive process with the member to identify a potential reasonable accommodation.

1044.9 RESPONSIBILITY

Supervisors should work with the Fire Chief to review requests for leave and any request to return to duty under temporary modified duty limitations. The Fire Chief should advise the supervisor and inform members of their rights and responsibilities. Also see the Temporary Modified Duty Assignments Policy and the Return to Work Policy.

Pregnancy Disability Leave

1044.10 RECORDS

The District will maintain leave-related records for at least four years or in compliance with the district's established record retention schedule (Government Code § 12946).

Records and documents related to doctor certifications and other medical information created for purposes of complying with FMLA/California Family Rights Act (CFRA) and this policy shall be maintained as confidential medical records in separate files from the member's personnel files.



TITLE

Conduct a Public Hearing to consider the adoption of a Resolution authorizing the American Canyon Fire Protection District (“District”) to join the Statewide Community Infrastructure Program ("SCIP"), sponsored by the California Statewide Communities Development Authority ("CSCDA") and authorize the District to enter into a Joint Exercise of Powers Agreement with CSCDA as part of the District's participation in SCIP.

RECOMMENDATION

Adopt a Resolution authorizing the American Canyon Fire Protection District (“District”) to join the Statewide Community Infrastructure Program ("SCIP"), sponsored by the California Statewide Communities Development Authority ("CSCDA") and authorize the District to enter into a Joint Exercise of Powers Agreement with CSCDA as part of the District's participation in SCIP.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

CSCDA is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. 530 cities, counties and special districts throughout California are members of CSCDA. SCIP was instituted by CSCDA in 2002 to allow owners of property in participating cities and counties to finance the development impact fees that would be payable by property owners upon receiving development entitlements or building permits through pooled special assessment districts program. SCIP was expanded to include financing of public capital improvements directly in addition to just fees, and has now been further expanded to include community facilities districts (“CFDs”), as provided for in the proposed SCIP resolution. Since its inception SCIP has issued over \$1 billion in land secured special assessment and CFD bonds for development projects in California.

If a property owner chooses to participate, and the District approves the application, the selected public capital improvements, facilities and/or development impact fees owed to the District will be financed by the issuance of tax-exempt bonds by CSCDA. CSCDA will form the district and impose an assessment or special tax, as applicable, on the owner’s property to repay the portion of the bonds issued to finance the fees paid with respect to the property (no one developer within the SCIP pool

is responsible for the payment related to any other project). With respect to impact fees, the property owner will either pay the impact fees at the time of permit issuance, and will be reimbursed from the SCIP bond proceeds when the SCIP bonds are issued, or the fees will be funded directly from the proceeds of the SCIP bonds. In both cases, the fees are subject to requisition by the District at any time to make authorized fee expenditures, and the District is never at risk for payment of its fees. If improvements or facilities are contemplated, the proposed SCIP resolution includes a form of acquisition agreement, which outlines how a developer will be reimbursed for improvements as they are certified complete by the District.

The benefits to the property owner include:

- Only property owners who choose to participate in the program will have assessments or special taxes imposed on their property.
- Instead of paying cash for public capital improvements and/or development impact fees, the property owner receives low-cost, long-term tax-exempt financing of those fees, freeing up capital for other purposes.
- The property owner can choose to pay off the assessments or special taxes at any time.
- For home buyers, paying for the costs of public infrastructure through an assessment or special tax is superior to having those costs "rolled" into the cost of the home. Although the tax bill is higher, the amount of the mortgage is smaller, making it easier to qualify. Moreover, because the assessment/special tax financing is at tax-exempt rates, it typically comes at lower cost than mortgage rates.
- Owners of smaller projects, both residential and commercial, can have access to tax-exempt financing of infrastructure. Before the inception of SCIP, only projects large enough to justify the formation of an assessment or community facilities district had access to tax-exempt financing. SCIP can finance projects as low as \$500,000, which would not be economical on a stand-alone basis.

The benefits to the District include:

- As in conventional assessment district and CFD financing, the District is not liable to repay the bonds issued by CSCDA or the assessments or special taxes, as applicable, imposed on the participating properties.
- CSCDA handles all district formation, district administration, bond issuance and bond administration functions. A participating city, county or special district can provide tax-exempt financing to property owners through SCIP while committing virtually no staff time to administer the program.
- Providing tax-exempt financing helps participating cities and counties cushion the impact of rising public capital improvements costs and development impact fees on new development. Many developers rely on assessment district or CFD financing through SCIP in making the decision to purchase land, thereby improving the District's competitive advantage in attracting new development.
- The availability of financing will encourage developers to pull permits and pay fees in larger

blocks, giving the participating city, county or special district immediate access to revenues for public infrastructure, rather than receiving a trickle of revenues stretched out over time. As part of the entitlement negotiation process, the possibility of tax-exempt financing of fees can be used to encourage a developer to pay fees up front.

- In some cases, the assessments or special taxes on successful projects can be refinanced through refunding bonds. Savings achieved through a refinancing may be directed to lower property taxes subject to applicable federal tax limitations.

The proposed SCIP resolution authorizes CSCDA to accept applications from owners of property within our planning jurisdiction to apply for tax-exempt financing of public capital improvements and development impact fees through SCIP. It also authorizes CSCDA to form assessment districts and community facilities districts within our District's boundaries, conduct assessment and special tax proceedings and levy assessments and special taxes against the property of participating owners.

It approves the form of an acquisition agreement, attached to the SCIP resolution as Exhibit B, to be entered into between the District and the participating property owner/developer, if applicable, to provide the terms and conditions under which financing for public capital improvements will be provided and to establish the procedure for disbursement of bond proceeds to pay for completed facilities. It also authorizes miscellaneous related actions and makes certain findings and determinations required by law.

FISCAL IMPACT

Over the long term, participation in SCIP and the implementation of the development impact fee will enable the District to adequately finance essential public capital improvements and sustainably fund fire protection services for future growth and development. This proactive approach to funding ensures the District's ability to meet the evolving needs of the community while maintaining fiscal responsibility.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. [Resolution 2024-06 SCIP](#)
2. [EXHIBIT A TO THE RESOLUTION](#)
3. [EXHIBIT B TO THE RESOLUTION](#)
4. [EXHIBIT C TO THE RESOLUTION](#)
5. [EXHIBIT D TO THE RESOLUTION](#)
6. [EXHIBIT E TO THE RESOLUTION](#)

7. CERTIFICATION OF RESOLUTION

8. CSCDA JPA Agreement

RESOLUTION NO. 2024-06

RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT AUTHORIZING THE DISTRICT TO BECOME A CSCDA PROGRAM PARTICIPANT AND TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS AND SPECIAL TAXES AND TO FORM ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES DISTRICTS WITHIN THE TERRITORY OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT; EMBODYING A JOINT COMMUNITY FACILITIES AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF COMMUNITY FACILITIES DISTRICT FINANCINGS APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, lawfully formed and operating within the State pursuant to an agreement (the "Joint Powers Agreement") entered into as of June 1, 1988 under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code (the "JPA Law"), the members of which include numerous cities, counties and local agencies in the State of California; and

WHEREAS, the Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of State law to promote economic development, the stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its members (such members, the "Program Participants"); and

WHEREAS, the American Canyon Fire Protection District (the "District"), has expressed an interest in participating in the economic development financing programs (the "Programs") in conjunction with other Program Participants; and

WHEREAS, there is now before the District the form of the Joint Powers Agreement; and

WHEREAS, the District proposes to participate in the Programs and desires that certain projects to be located within the District be financed pursuant to the Programs and it is in the public interest and for the public benefit of the District do so; and

WHEREAS, as one of the Programs under the Joint Powers Agreement, the Authority has established the Statewide Community Infrastructure Program ("SCIP") to allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the District or another public agency (the "Improvements") and improvements eligible for funding from certain development impact fees (the "Fees") levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the "Fee Act") through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Local Obligations") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid special assessments; and

WHEREAS, the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the "Mello-Roos Act") is

an applicable provision of State law available to, among other things, finance public improvements necessary to meet increased demands placed upon local agencies as a result of development; and

WHEREAS, the Authority also uses SCIP to allow the financing of Fees and Improvements through the levy of special taxes and the issuance of Local Obligations under the Mello-Roos Act upon the security of the special taxes; and

WHEREAS, the District desires to allow the owners of property being developed within its jurisdiction (“Participating Developers”) to participate in SCIP and to allow the Authority to conduct proceedings and to form community facilities districts (“CFDs”) and to issue Local Obligations under the Mello-Roos Act, as well as to conduct assessment proceedings to form assessment districts (“Assessment Districts”) under the 1913 Act and to issue Local Obligations under the 1915 Act, to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such assessments or special taxes, as applicable; and

WHEREAS, from time to time when eligible property owners within the jurisdiction of the District elect to be Participating Developers, the Authority will conduct proceedings under the 1913 Act and the Mello-Roos Act and issue Local Obligations under the 1915 Act and the Mello-Roos Act to finance Fees payable by such property owners and Improvements and, at the conclusion of such proceedings, will levy assessments or special taxes, as applicable on such property within the territory of the District; and

WHEREAS, both the Authority and the District are “local agencies” under the Mello-Roos Act; and

WHEREAS, the Mello-Roos Act permits two or more local agencies to enter into a joint community facilities agreement to exercise any power authorized by the Mello-Roos Act; and

WHEREAS, the District desires to enter into such an agreement with the Authority to authorize the Authority to form CFDs from time to time within the territorial limits of the District to finance Fees payable by such property owners and Improvements; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with assessment proceedings (the “ROI”), a copy of which is attached hereto as Exhibit A, and the territory within which assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall be coterminous with the District’s official boundaries of record at the time of adoption of such ROI (the “Proposed Boundaries”), and reference is hereby made to such boundaries for the plat or map required to be included in this Resolution pursuant to Section 10104 of the Streets and Highways Code; and

WHEREAS, there has also been presented to this meeting a proposed form of Acquisition Agreement (the “Acquisition Agreement”), a copy of which is attached hereto as Exhibit B, to be approved as to form for use with respect to any Improvements to be constructed and installed by a Participating Developer and for which the Participating Developer requests acquisition financing as part of its SCIP application; and

WHEREAS, the District will not be responsible for the conduct of any proceedings; the levy or collection of assessments or special taxes or any required remedial action in the case of delinquencies in such assessment or special tax payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

WHEREAS, pursuant to SCIP, the Authority periodically issues Local Obligations on behalf of the local agency participants in SCIP to provide financing for the Fees and Improvements and then concurrently issues its revenue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985, consisting of Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the "Marks-Roos Act"), the proceeds of which are used to purchase the Local Obligations; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this Board concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the American Canyon Fire Protection District as follows:

Section 1. The Joint Powers Agreement is hereby approved and the Chair or the Vice Chair of the Board of Directors are each individually and severally hereby authorized and directed to execute said document.

Section 2. This resolution shall constitute full "local approval," under Section 9 of the Joint Powers Agreement, and under the Authority's Local Goals and Policies (defined below), for the Authority to undertake and conduct proceedings in accordance herewith and under the Mello Roos Act to form CFDs with boundaries that shall be coterminous with the District's official boundaries of record at the time of such proceedings or any portion thereof (the "Proposed Boundaries"), and to authorize a special tax and to issue bonds with respect thereto; provided that the Participating Developers, who shall be the legal owners of such property at the time of formation of the CFD, execute a written consent to the levy of special tax in connection with SCIP by the Authority and execute a ballot in favor of the formation of such CFD and the Mello-Roos Act.

Section 3. The District hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that:

(1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and

(2) The Participating Developers, who shall be the legal owners of such property at the time of the formation of the Assessment District, execute a written consent to the levy of assessments in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIID of the State Constitution.

Section 4. The Joint Powers Agreement, together with the terms and provisions of this resolution, shall together constitute a separate joint community facilities agreement between the District and the Authority under the Mello-Roos Act for each CFD formed. As, without this resolution, the Authority has no power to finance District Fees and/or District Improvements (as such terms are defined herein) in proceedings under the Mello-Roos Act to form the CFD, adoption by the Commission of the Authority of each Resolution of Intention to form a CFD under the Mello-Roos Act to finance District Fees and District Improvements shall constitute acceptance of the terms hereof by the Authority with respect to such CFD.

Section 5. This resolution and the agreement it embodies are determined to be beneficial to the residents/customers of the District and are in the best interests of the residents of the District, and of the future residents of the area within the proposed CFDs and Assessment Districts. The District hereby finds and declares that the issuance of revenue bonds by the Authority to purchase Local Obligations in connection with SCIP will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs, and the more efficient delivery of local agency services to residential and commercial development within the District.

Section 6. The Authority has adopted Local Goals and Policies as required by Section 53312.7 of the Mello-Roos Act. The District approves the use of those Local Goals and Policies in connection with the formation of CFDs. The District hereby agrees that the Authority may act in lieu of the District under those Local Goals and Policies in forming and administering the CFDs.

Section 7. The Authority has prepared and will update from time to time the “SCIP Manual of Procedures” (the “Manual”), and the District will handle Fee revenues and funds for Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 8. Pursuant to the Mello-Roos Act and this resolution, the Authority may conduct proceedings under the Mello-Roos Act to form the CFDs and to have such CFDs authorize the financing of any or all of the facilities and Fees set forth on Exhibit C, attached hereto. All of the facilities, whether to be financed directly or through Fees, shall be facilities that have an expected useful life of five years or longer and are facilities that the District or other local public agencies, as the case may be, are authorized by law to construct, own or operate, or to which they may contribute revenue. Exhibit C may be modified from time to time by written agreement between an authorized representative of the Authority and of the District. The facilities are referred to herein as the “Improvements,” and the Improvements to be owned by the District are referred to as the “District Improvements.” The Fees paid or to be paid to the District are referred to as the “District Fees.”

Section 9. For Fees paid or to be paid to another agency by any particular CFD (an “Other Local Agency”), the Authority will obtain the written consent of that Other Local Agency before issuing Local Obligations to fund such Fees, as required by the Mello-Roos Act. For the Improvements to be owned by another Local Agency, the Authority will separately identify them in its proceedings, and will enter into a joint community facilities agreement with such Other Local Agency prior to issuing Local Obligations to finance such Improvements, as required by the Mello-Roos Act. Each joint community facilities agreement with each Other Local Agency will contain a provision that the Other Local Agency will provide indemnification to the District to the same extent that the District provides indemnification to the Other Local Agency under the terms of this resolution.

Section 10. At the time of formation of each CFD, the District will certify to the Commission of the Authority that all of the District Improvements including the improvements to be constructed or acquired with the proceeds of District Fees to be funded by such CFD are necessary to meet increased demands placed upon the District as a result of development occurring or expected to occur within the proposed CFDs in the form attached hereto as Exhibit D. Any appropriate officer or staff of the District is authorized to execute and deliver such certificate in substantially the form attached hereto as Exhibit D, with such changes as such signatory shall approve. Joint community facilities agreements with other local agencies will each contain a requirement that each Other Local Agency will make identical certification in connection with respect to the Improvements to be owned by, and Fees paid or to be paid to, such Other Local Agency equivalent to that made by the District in this paragraph.

Section 11. The Authority will apply the special tax collections initially as required by the documents under which any Local Obligations are issued; and thereafter, to the extent not provided in the Local Obligations documents, may pay its own reasonable administrative costs incurred in the administration of the CFDs. The Authority will remit any special tax revenues from any particular CFD remaining after the final retirement of all related Local Obligations to the District and to the other local agencies in the proportions specified in the Authority's proceedings. The District will apply any such special tax revenues it receives for authorized District Improvements or District Fees and its own administrative costs only as permitted by the Mello-Roos Act. The joint community facilities agreements with each Other Local Agency must require the Other Local Agency to apply the special tax revenues they receive for their authorized Improvements and Fees under the CFDs and for their own related administrative costs only as permitted by the Mello-Roos Act.

Section 12. The Authority will administer the CFDs, including employing and paying all consultants, annually levying the special tax and all aspects of paying and administering the Local Obligations, and complying with all State and Federal requirements appertaining to the proceedings, including the requirements of the United States Internal Revenue Code. The District will cooperate fully with the Authority in respect of the requirements of the Internal Revenue Code and to the extent information is required of the District to enable the Authority to perform its disclosure and continuing disclosure obligations with respect to the Local Obligations and any revenue bonds, although the District will not participate in nor be considered to be a participant in the proceedings respecting the CFDs (other than as a party to the agreement embodied by this resolution) nor will the District be or be considered to be an issuer of the Local Obligations nor any revenue bonds. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Other Local Agency.

Section 13. In the event the Authority completes issuance and sale of Local Obligations, and Local Obligation proceeds become available to finance the Improvements, the Authority shall establish and maintain a special fund for each development project (the "Acquisition and Construction Fund"). The portion of Local Obligation proceeds which is intended to be utilized to finance the Improvements and Fees shall be deposited in the Acquisition and Construction Fund. The Acquisition and Construction Fund will be available both for District Improvements and District Fees and for the Improvements and Fees pertaining to each Other Local Agency. Subaccounts shall be created as necessary.

Section 14. As respects the Authority and each Other Local Agency, the District agrees to fully administer, and to take full governmental responsibility for, the construction or acquisition of the District Improvements and for the administration and expenditure of the District Fees including but not limited to environmental review, approval of plans and specifications, bid requirements, performance and payment bond requirements, insurance requirements, contract and construction administration, staking, inspection, acquisition of necessary property interests in real or personal property, the holding back and administration of retention payments, punch list administration, and the Authority and each Other Local Agency shall have no responsibility in that regard. The District reserves the right, as respects each Participating Developer, to require the Participating Developer to contract with the District to assume any portion or all of this responsibility. The Authority is required to obtain provisions equivalent to this paragraph in the joint community facilities agreement with each Other Local Agency.

Section 15. The District agrees to indemnify and to hold the Authority, its other members, and its other members' officers, agents and employees, and each Other Local Agency and their officers, agents and employees (collectively, the "Indemnified Parties") harmless from any and all claims, suits and

damages (including costs and reasonable attorneys' fees) arising out of the design, engineering, construction and installation of the District Improvements and the improvements to be financed or acquired with the District Fees. The District reserves the right, as respects each Participating Developer, to require the Participating Developer to assume by contract with the District any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Other Local Agency naming the District and its officers, agents and employees as Indemnified Parties with respect to each Other Local Agency's respective Improvements and the improvements to be constructed or acquired with each Other Local Agency's Fees.

Section 16. As respects the Authority and each Other Local Agency, the District agrees – once the District Improvements are constructed according to the approved plans and specifications, and the District and the Participating Developer have put in place their agreed arrangements for the funding of maintenance of the District Improvements – to accept ownership of the District Improvements, to take maintenance responsibility for the District Improvements, and to indemnify and hold harmless the Indemnified Parties to the extent provided in the preceding paragraph from any and all claims, etc., arising out of the use and maintenance of the District Improvements. The District reserves the right, as respects the Participating Developer, to require the Participating Developer by contract with the District to assume any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Other Local Agency naming the District and its officers, agents and employees as Indemnified Parties.

Section 17. The District acknowledges the requirement of the Mello-Roos Act that if the District Improvements are not completed prior to the adoption by the Commission of the Authority of the Resolution of Formation of the CFD for each respective development project, the District Improvements must be constructed as if they had been constructed under the direction and supervision, or under the authority of, the District. The District acknowledges that this means all District Improvements must be constructed under contracts that require the payment of prevailing wages as required by Section 1720 and following of the Labor Code of the State of California. The Authority makes no representation that this requirement is the only applicable legal requirement in this regard. The District reserves the right, as respects the Participating Developer, to assign appropriate responsibility for compliance with this paragraph to the Participating Developer.

Section 18. The form of the Acquisition Agreement attached hereto as Exhibit B is hereby approved, and the Chair or the Vice Chair of the Board of Directors or such officer's designee (each, an "Authorized Officer") is authorized to execute, and deliver to the Participating Developer, the Acquisition Agreement on behalf of the District in substantially that form, with such changes as shall be approved by the Authorized Officer after consultation with the District Counsel and the Authority's bond counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 19. After completion of the District Improvements and appropriate arrangements for the maintenance of the District Improvements, or any discrete portion thereof as provided in Section 53313.51 of the Mello-Roos Act and in the Acquisition Agreement, to the satisfaction of the District, and in conjunction with the District's acceptance thereof, acquisition of the District Improvements shall be undertaken as provided in the Acquisition Agreement.

Section 20. The District hereby consents to the formation of the CFDs in accordance with this resolution and consents to the assumption of jurisdiction by the Authority for the proceedings respecting the CFDs with the understanding that the Authority will hereafter take each and every step required for

or suitable for consummation of the proceedings, the levy, collection and enforcement of the special tax, and the issuance, sale, delivery and administration of the Local Obligations, all at no cost to the District and without binding or obligating the District's general fund or taxing authority.

Section 21. The terms of the Agreement embodied by this resolution may be amended by a writing duly authorized, executed and delivered by the District and the Authority, except that no amendment may be made after the issuance of the Local Obligations by the Authority that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the issuance, delivery and administration of all outstanding Local Obligations.

Section 22. Except to the extent of the indemnifications extended to each Other Local Agency in the Agreement embodied by this resolution, and the District's agreement to take responsibility for and ownership of the District Improvements, no person or entity, including the Participating Developer, shall be deemed to be a third party beneficiary of this resolution, and nothing in this resolution (either express or implied) is intended to confer upon any person or entity other than the Authority and the District (and their respective successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this resolution.

Section 23. The District shall be identified as a third-party beneficiary of all joint community facilities agreements between the Authority and each Other Local Agency to the extent of the indemnification provisions and the provisions whereby each Other Local Agency agrees to take responsibility for and ownership of their Improvements.

Section 24. The appropriate officials and staff of the District are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the District and/or who are conditioned to install Improvements and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The staff persons listed on the attached Exhibit E, together with any other staff persons chosen by the Authorized Officer from time to time, are hereby designated as the contact persons for the Authority in connection with SCIP.

Section 25. The appropriate officials and staff of the District are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents, including but not limited to such documents as may be required by bond counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect fees on new development to pay for public capital improvements within the jurisdiction of the District, as are reasonably required by the Authority in accordance with the Manual to implement SCIP and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP. To that end, and pursuant to Treasury Regulations Section 1.150-2, the staff persons listed on Exhibit E, or other staff person acting in the same capacity for the District with respect to SCIP, are hereby authorized and designated to declare the official intent of the District with respect to the public capital improvements to be paid or reimbursed through participation in SCIP.

Section 26. This Resolution shall take effect immediately upon its adoption. The Secretary of the Board of Directors of the American Canyon Fire Protection District is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority. This resolution shall remain

in force with respect to any Assessment District and CFD formed until all Local Obligations have been retired and the authority to levy the special tax conferred by any CFD proceedings and to levy the assessment conferred by any assessment proceedings has ended or is otherwise terminated.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 27th day of February, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel

Resolution 2024-06

EXHIBIT A TO THE RESOLUTION

FORM OF RESOLUTION OF INTENTION
TO BE ADOPTED BY CSCDA

RESOLUTION NO. __ SCIP-

**RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE CAPITAL
IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT IMPACT
FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM ASSESSMENT
DISTRICT NO. __ (WATSON RANCH SPECIFIC PLAN) CITY OF AMERICAN
CANYON, COUNTY OF NAPA, APPROVING A PROPOSED BOUNDARY MAP,
MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS
CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED
ACTIONS IN CONNECTION THEREWITH**

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the “1913 Act”), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code (the “Code”), the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees for public improvements (the “Improvement Fees”) and/or to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the City of American Canyon or another local agency (the “Improvements”) as described in Exhibit A attached hereto and by this reference incorporated herein, all of which are of benefit to the property within the proposed Statewide Community Infrastructure Program Assessment District No. __ (Watson Ranch Specific Plan) City of American Canyon, County of Napa (the “Assessment District”);

WHEREAS, the Commission finds that the land specially benefited by the Improvements and/or the Improvement Fees is shown within the boundaries of the map entitled “Proposed Boundaries of California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. __ (*Watson Ranch Specific Plan*) City of American Canyon, County of Napa, State of California,” a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated “Statewide Community Infrastructure Program Assessment District No. __ (*Watson Ranch Specific Plan*) City of American Canyon, County of Napa, State of California”;

WHEREAS, the City of American Canyon is a member of the Authority and has approved the adoption on its behalf of this Resolution of Intention and has consented to the levy of the assessments in the Assessment District;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the “1931 Act”), being Division 4 (commencing with Section 2800) of the

Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

Section 3. The Commission has designated a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Code, as supplemented by Section 4 of Article XIID of the California Constitution.

Section 4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the County of Napa within fifteen (15) days of the adoption of this resolution.

Section 5. The Commission determines that the cost of financing the Improvements and/or the payment of the Improvement Fees shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the financing of the Improvements and/or the payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the financing of the Improvements and/or the payment of the Improvement Fees.

Section 6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the Code, to provide for an annual assessment upon each of the parcels of land in the proposed Assessment District to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

Section 7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10 of the Code), and the last installment of the bonds shall mature not to exceed twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.

Section 8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1 thereof.

Section 9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

Section 10. The amount of any surplus remaining in the improvement fund after acquisition of the Improvements and/or payment of Improvement Fees and all other claims shall be distributed in accordance with the provisions of Section 10427.1 of the Code.

Section 11. To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this ___ day of _____, 20__.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on _____, 20__.

By _____
Authorized Signatory
California Statewide Communities
Development Authority

EXHIBIT A TO THE RESOLUTION OF INTENTION

DESCRIPTION OF WORK

The payment of development impact fees levied within the Assessment District and/or public capital improvements to be acquired and owned by the City of American Canyon or another local agency upon or for the benefit of parcels within the Assessment District, for the project known as *Watson Ranch Specific Plan*, which are authorized to be financed pursuant to the Municipal Improvement Act of 1913 and as to which the owners of the applicable parcels within the Assessment District have applied for participation in SCIP, as more particularly described below.

PAYMENT OF IMPACT FEES

CAPITAL IMPROVEMENTS*

**Capital improvements includes funding for incidental costs associated with the capital improvements, including but not limited to, contingency, design, engineering, and construction management*

[End of Form of Resolution of Intention]

EXHIBIT B TO THE RESOLUTION
FORM OF ACQUISITION AGREEMENT

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

ACQUISITION AGREEMENT

BY AND BETWEEN
AMERICAN CANYON FIRE PROTECTION DISTRICT
AND
[DEVELOPER]

Dated as of _____, 20__

ACQUISITION AGREEMENT

Recitals

A. The parties to this Acquisition Agreement (the “Agreement”) are the AMERICAN CANYON FIRE PROTECTION DISTRICT, (the “Local Agency”), and [DEVELOPER], a [*indicate type of legal entity*] (the “Developer”).

B. The effective date of this Agreement is _____, 20__.

C. The Developer has applied for the financing of, among other things, certain public capital improvements to be owned by the Local Agency (collectively, the “Acquisition Improvements”) through the California Statewide Communities Development Authority (the “Authority”) and its Statewide Community Infrastructure Program (“SCIP”). [*For CFDS:*][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through a community facilities district which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the “Act”). On [____], 20[], the Local Agency entered into a Joint Community Facilities Agreement authorizing the Authority to form a community facilities district (the “District”) within the territorial limits of the Local Agency to finance, among other things, the Acquisition Improvements. On [____], 20[], the Authority formed the District and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of conferring the District authority on the Authority Commission.] [*For Assessment Districts:*][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through an assessment district (the “District”) which will be administered by the Authority under and pursuant to Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the “1913 Act”) and the issuance of improvement bonds (the “Local Obligations”) under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the “1915 Act” and, together with the “1913 Act” the “Act”).]

D. The administration, payment and reimbursement of the capital facilities fees is agreed to be governed by the provisions of the SCIP Manual of Procedures as it may be amended from time to time. The administration, payment and reimbursement of the Acquisition Improvements shall be as provided herein.

E. Under SCIP, the Authority intends to levy [assessments] [special taxes] and issue bonds, in one or more series, to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the [special taxes and] bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, is referred to herein as the “Available Amount”.

F. The Authority will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A is a description of the Acquisition Improvements, which includes authorized discrete and usable portions, if any, of the public capital improvements, pursuant to Section 53313.51 of the Act, to

be acquired from the Developer.

G. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.

H. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.

I. Attached to this Agreement are Exhibit A (*Acquisition Improvements and the Eligible Portions thereof*) and Exhibit B (*Form of Requisition*), which are incorporated into this Agreement for all purposes.

In consideration of Recitals A through I, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

Agreement

DEFINITIONS; DISTRICT FORMATION AND FINANCING PLAN

Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition and Construction Fund” means the “American Canyon Fire Protection District Acquisition and Construction Fund” established by the Authority pursuant to Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements and which fund may be held as a subaccount within a fund established under the Authority Trust Agreement and may be commingled with acquisition and construction fund monies available for other public capital improvements.

“Acquisition Improvement” shall have the meaning assigned to such term in the recitals and are further described in Exhibit A.

“Acquisition Price” means the total amount eligible to be paid to the Developer upon acquisition of an Acquisition Improvement as provided in Section 2.03 not to exceed the Actual Cost of the Acquisition Improvement.

“Act” has the meaning ascribed thereto in Recital C.

“Actual Cost” means the total cost of an Acquisition Improvement, as documented by the Developer to the satisfaction of the Local Agency and as certified by the Local Agency Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer’s cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) the Developer’s cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer’s cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for such Acquisition Improvement, (d) the Developer’s cost of any real property or interest therein that is either necessary for the construction of such Acquisition Improvement (e.g., temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the Local Agency or its designee, (e) the Developer’s cost of environmental evaluation or mitigation required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, (g) the Developer’s cost for construction and project management, administration and supervision services for such Acquisition Improvement, (h) the Developer’s cost for professional services related to such Acquisition Improvement, including engineering, accounting, legal, financial, appraisal and similar professional services, and (i) the costs of construction financing incurred by the Developer with respect to such Acquisition Improvement.

“Actual Cost Certificate” means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement, or an Eligible Portion thereof, to be acquired hereunder, as may be revised by the Local Agency Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of [_____], 20[].

“Authority” means the California Statewide Communities Development Authority.

“Authority Trust Agreement” means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of bonds.

“Authority Trustee” means the financial institution identified as trustee in an Authority Trust Agreement.

“Available Amount” shall have the meaning assigned to the term in Recital E.

“Bonds” means bonds or other indebtedness issued by the Authority as tax-exempt or taxable bonds or other indebtedness, in one or more series, that is to be repaid by the District.

“Code” means the Streets and Highways Code or the Government Code of the State of California, as applicable.

“Developer” means [*Developer*], its successors and assigns.

“Disbursement Request Form” means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof

in substantially the form contained in Exhibit B hereto.

“District” shall have the meaning assigned to the term in Recital C.

“Eligible Portion” shall have the meaning ascribed to it in Section 2.03 below.

“Installment Payment” means an amount equal to ninety percent (90%) of the Actual Cost of an Eligible Portion.

“Local Agency” means the American Canyon Fire Protection District.

“Local Agency Engineer” means the Engineer of the Local Agency or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Project” means the Developer’s development of the property in the District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within the District.

[“Special Taxes” means annual special taxes, and prepayments thereof, authorized by the District to be levied by the Commission of the Authority.]

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the Local Agency of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Participation in SCIP. [*For CFDs:*][The Local Agency has entered into a Joint Community Facilities Agreement with the Authority for the purpose of accepting applications from time to time of developers within the Local Agency’s jurisdictional boundaries.] Developer has applied for financing through SCIP of the Acquisition Improvements, and such application has been approved by the Local Agency. Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Acquisition Account (as defined in Section 1.03 below), neither the Developer nor the Local Agency shall have any obligations under this agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Deposit and Use of Available Amount.

Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the Acquisition Account.

The Authority will cause the SCIP Trustee to establish and maintain an account (the “Acquisition Account”) for the purpose of holding all funds for the Acquisition Improvements.

All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the Local Agency as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional Acquisition Improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority [to call Bonds or to reduce Special Taxes as the Authority shall determine][as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the District].

No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Letting and Administration of Construction Contracts; Indemnification. State law requires that all Acquisition Improvements not completed prior to the formation of the District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with the requirements set forth in Exhibit C hereto with respect to the bidding and contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency each Acquisition Improvement to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition Improvements, to the extent not already publicly owned), when the Acquisition Improvement is has been constructed and is complete to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvement. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of an Acquisition Improvement eligible for Installment Payments prior to completion of the entire Acquisition Improvement are described as eligible, discrete and usable portions in Exhibit A (each, an “Eligible Portion”). At the time of completion of each Acquisition Improvement, or Eligible Portion thereof, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private portions of the Project. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Amounts allocated to an Acquisition Improvement will be further allocated among the Eligible Portions of that Acquisition Improvement, if any, in the same proportion as the amount to be reimbursed for hard costs for each Eligible Portion bears to the amount to be reimbursed for hard costs for the entire Acquisition Improvement. Costs will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. The costs of certain environmental mitigation required to mitigate impacts of the public and private portions of the Project will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the Acquisition Account and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the Acquisition Account equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the Acquisition Account shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the Acquisition Account at the time such payment is requested.

Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the Local

Agency Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all Local Agency regulations and ordinances and is otherwise complete and ready for acceptance by the Local Agency, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the [assessments/Special Taxes] of the District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

All due and payable property taxes, and installments of [assessments/Special Taxes] shall be current on property owned by the Developer or under option to the Developer that is subject to the lien of the District.

The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

SCIP Requisition. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the Program Administrator. The Program Administrator will review the SCIP Requisition and forward it with instructions to the SCIP Trustee and the SCIP Trustee shall make payment directly to the Developer of such amount pursuant to the SCIP Trust Agreement. The Local Agency and the Developer acknowledge and agree that the SCIP Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The SCIP Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

MISCELLANEOUS

Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority, its officers, employees, agents or any consultants or contractors.

Audit. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement,

including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be delivered (via mail or electronic mail) to:

If to the Local Agency:

American Canyon Fire Protection District
911 Donaldson Way East
American Canyon, CA 94503
[Email to come]

If to the Developer:

[Developer]
[Address to come]
[Email to come]

Either party may change its address by giving notice in writing to the other party.

Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

AMERICAN CANYON FIRE PROTECTION DISTRICT

By:
Authorized Officer

[DEVELOPER],
a [here indicate type of legal entity]

By:
Signature

.....
Print Name

Exhibit A to the Acquisition Agreement

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

[To be completed based on Final Engineer's Report /developer's budget and cash flows]

Funding includes amounts for incidental costs associated with the capital improvements, including, but not limited to, contingency, design, engineering, and construction management.

<u>ACQUISITION IMPROVEMENTS</u>	<u>TOTAL AMOUNT*</u>
[]	\$[]
[]	\$[]

* Estimated. Acquisition Price will be determined based on Actual Cost as further described in this Acquisition Agreement.

Exhibit B to the Acquisition Agreement

FORM OF SCIP REQUISITION

To: BLX Group LLC
SCIP Program Administrator
355 South Grand Avenue, Suite 2700
Los Angeles, California 90071
Attention: Vo Nguyen
Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized officer of the AMERICAN CANYON FIRE PROTECTION DISTRICT hereby requests a withdrawal from the [DEVELOPER] ACQUISITION ACCOUNT, as follows:

Request Date: [Insert Date of Request]

Name of Developer: [Developer]

Withdrawal Amount: [Insert Acquisition Price]

Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.
2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.
3. If the Withdrawal Amount is greater than the funds held in the Acquisition Account, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.

AMERICAN CANYON FIRE PROTECTION DISTRICT

By: _____

Title: _____

EXHIBIT C TO THE RESOLUTION

ELIGIBLE FACILITIES AND FEES

Eligible facilities and fees that may be financed by a CFD formed by CSCDA through SCIP include all improvements and fees authorized under the Mello-Roos Act, including but not limited to the following:

Transportation Improvements

Eligible roadway improvements include, but are not limited to: acquisition of land and easements; roadway design; project management; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete and/or pavers; joint trenches, underground utilities and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including onsite and off-site), enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters, bus and transit improvements including transfer stations and regional public transit improvements; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed herein also include any and all necessary underground potable and recycled water, sanitary sewer, and storm drainage system improvements.

Water System Improvements

Authorized facilities include any and all water facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: water storage, treatment and distribution facilities including waterlines and appurtenances, gate valves, pressure reducing stations, flow meters, fire hydrants, and other improvements related thereto such as site clearing, grading and paving; curbs and gutters; booster pump stations & power; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Recycled Water System Improvements

Authorized facilities include any and all recycled water system facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: treatment and distribution facilities including pipelines and appurtenances, gate valves, flow meters, booster pump pressurization system, and other improvements related thereto - such as site clearing, grading and paving; curbs and gutters; booster pump stations; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Drainage System Improvements

Authorized facilities include any and all drainage and storm drain improvements designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: excavation and grading, pipelines and appurtenances, outfalls and water quality measures,

detention/retention basins, drainage pretreatment facilities, drainage ways/channels, pump stations, landscaping and irrigation; access roads, gates, and fencing; and striping and signage and other improvements related thereto.

Wastewater System Improvements

Authorized facilities include any and all wastewater facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to, pipelines and all appurtenances thereto; manholes; tie-in to existing main lines; force mains; lift stations; upgrades to existing lift stations; odor-control facilities; and permitting related thereto; and related sewer system improvements.

Park, Parkway and Open Space Improvements

Authorized facilities include any and all improvements to parks, parkways and open space required for development within the CFD. These facilities include, but may not be limited to: grading, turf, shrubs and trees, landscaping irrigation, site lighting, drainage, sanitary sewer and water service, pedestrian and bicycle trails, protective fencing (including soundwalls), pedestrian/bicycle bridges, storm drain crossings, wetland mitigation, hawk mitigation for authorized facilities herein, access gates and fencing and related open space improvements. Authorized facilities include acquisition of any and all parkland as well as open space/bike trail/public access easements required for development within the CFD.

Electrical System Improvements

Authorized facilities include any and all electrical supply and distribution facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: design, distribution lines, vaults, conduit, trenching, transformers and installation of cabling.

School and Educational Facilities

Authorized facilities include classroom renovation, updates to school safety and security systems, technology improvements, energy efficiency improvements, school modernization and retrofitting, and new classroom and school construction as required for development within the CFD.

Other Public Improvements

Authorized facilities include any and all public facilities and infrastructure designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: community center facilities, library facilities, police facilities, fire suppression and response facilities, other public safety facilities, corporation yards, municipal service centers, public parking garages, and other public buildings.

Development Impact Fees

Authorized facilities include the direct funding of any of the above referenced facility types for which the Local Agency collects a development impact fee.

Other Incidental Expenses and Bond Issuance Costs

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, including, but not limited to, the cost of planning and designing the facilities (including the cost of environmental evaluation, remediation and mitigation); engineering and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the public facilities; costs of project/construction management; costs (including the costs of legal services) associated with the formation of the CFD; issuance of bonds (if any); determination of the amount of taxes; collection of taxes; payment of taxes; costs of calculating and providing reimbursements from one-time special tax payments; or costs otherwise incurred in order to carry out the authorized purposes of the CFD; and any other expenses incidental to the formation and implementation of the CFD and to the construction, completion, inspection and acquisition of the authorized facilities.

EXHIBIT D TO THE RESOLUTION

FORM OF INCREASED DEMANDS CERTIFICATE

To: California Statewide Communities Development Authority

Re: Statewide Community Infrastructure Program – Community Facilities District for *Watson Ranch Specific Plan*

The undersigned, a duly authorized officer of the AMERICAN CANYON FIRE PROTECTION DISTRICT (the “Local Agency”) hereby certifies that the public capital improvements and development impact fees identified below are necessary to meet increased demands placed upon the Local Agency as a result of development within the proposed community facilities district for the [*Project*]:

[*List improvements/fees here*]

AMERICAN CANYON FIRE PROTECTION
DISTRICT

By: _____

Title: _____

EXHIBIT E TO THE RESOLUTION

AMERICAN CANYON FIRE PROTECTION DISTRICT CONTACTS FOR SCIP PROGRAM

Primary Contact

Name: Geoff Belyea

Title: Fire Chief

Mailing Address: 911 Donaldson Way East
American Canyon, CA 94503

Delivery Address: 911 Donaldson Way East
American Canyon, CA 94503

E-mail: gbelyea@amcanfire.com

Telephone: (707) 551-5650

Secondary Contact

Name: Martha Banelos

Title: Fire Executive Assistant/Office Administrator

Mailing Address: 911 Donaldson Way East
American Canyon, CA 94503

Delivery Address: 911 Donaldson Way East
American Canyon, CA 94503

E-mail: [mbanelos@cityofamericancanyon.org](mailto:mbanuelos@cityofamericancanyon.org)

Telephone: (707) 551-0653

CERTIFICATION OF RESOLUTION

I, the undersigned, the duly appointed and qualified Secretary of the Board of Directors of the American Canyon Fire Protection District, do hereby certify that the foregoing Resolution No. 2024-06 was duly adopted at a regular meeting of the Board of Directors of the American Canyon Fire Protection District duly and regularly held at the regular meeting place thereof on the 27th day of February, 2024, of which meeting all of the members of said Board of Directors had due notice and at which a majority thereof were present.

An agenda of said meeting was posted at least 72 hours before said meeting at 4381 Broadway, Suite 201, American Canyon, California, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

Notice of public was published in Vallejo Times Herald at least 5 days prior to the hearing.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: _____, 20__

Secretary of the Board of Directors



By: Geoff Belyea

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

THIS AGREEMENT, dated as of June 1, 1988, by and among the parties executing this Agreement (all such parties, except those which have withdrawn in accordance with Section 13 hereof, being herein referred to as the "Program Participants"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Program Participants is a "public agency" as that term is defined in Section 6500 of the Government Code of the State of California, and

WHEREAS, each of the Program Participants is empowered to promote economic development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, within its boundaries; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500 of the Government Code of the State of California)) (the "Act") and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of law to promote economic development through the issuance of bonds, notes, or other evidences of indebtedness, or certificates of participation in leases or other agreements (all such instruments being herein collectively referred to as "Bonds"); and

WHEREAS, in order to promote economic development within the State of California, the County Supervisors Association of California ("CSAC"), together with the California Manufacturers Association, has established the Bonds for Industry program (the "Program").

WHEREAS, in furtherance of the Program, certain California counties (collectively, the "Initial Participants") have entered into that certain Joint Exercise of Powers Agreement dated as of November 18, 1987 (the "Initial Agreement"), pursuant to which the California Counties Industrial Development Authority has been established as a separate entity under the Joint Exercise of Powers Act for the purposes and with the powers specified in the Initial Agreement; and

WHEREAS, the League of California Cities ("LCC") has determined to join as a sponsor of the Program and to actively participate in the administration of the Authority; and

WHEREAS, the Initial Participants have determined to specifically authorize the Authority to issue Bonds pursuant to Article 2 of the Joint Exercise of Powers Act ("Article 2") and Article 4 of the Joint Exercise of Powers Act ("Article 4"), as well as may be authorized by the Act or other applicable law; and

WHEREAS, the Initial Participants desire to rename the California Counties Industrial Development Authority to better reflect the additional sponsorship of the Program; and

WHEREAS, each of the Initial Participants has determined that it is in the public interest of the citizens within its boundaries, and to the benefit of such Initial Participant and the area and persons served by such Initial Participant, to amend and restate in its entirety the Initial Agreement in order to implement the provisions set forth above; and

WHEREAS, it is the desire of the Program Participants to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake projects within their respective jurisdictions that may be financed with Bonds issued pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; and

WHEREAS, the projects undertaken will result in significant public benefits, including those public benefits set forth in Section 91502.1 of the Act, an increased level of economic activity, or an increased tax base, and will therefore serve and be of benefit to the inhabitants of the jurisdictions of the Program Participants;

NOW, THEREFORE, the Program Participants, for and in consideration of the mutual promises and agreements herein contained, do agree to restate and amend the Initial Agreement in its entirety to provide as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the joint exercise of powers common to public agencies, in this case being the Program Participants. The Program Participants each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to establish an agency for, and with the purpose of, issuing Bonds to finance projects within the territorial limits of the Program Participants pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; provided, however that nothing in this Agreement shall be construed as a limitation on the rights of the Program Participants to pursue economic development outside of this Agreement, including the rights to issue Bonds through industrial development authorities under the Act, or as otherwise permitted by law.

Within the various jurisdictions of the Program Participants such purpose will be accomplished and said powers exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for a period of forty (40) years from the date hereof, or until such time as it is terminated in writing by all the Program Participants; provided, however, that this Agreement shall not terminate or be terminated until the date on which all Bonds or other indebtedness issued or caused to be issued by the Authority shall have been retired, or full provision shall have been made for their retirement, including interest until their retirement date.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

(1) Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Statewide Communities Development Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Program Participants. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any party to this Agreement.

B. COMMISSION.

The Authority shall be administered by a Commission (the "Commission") which shall consist of seven members, each

serving in his or her individual capacity as a member of the Commission. The Commission shall be the administering agency of this Agreement, and, as such, shall be vested with the powers set forth herein, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein.

Four members of the Commission shall be appointed by the governing body of CSAC and three members of the Commission shall be appointed by the governing body of LCC. Initial members of the Commission shall serve a term ending June 1, 1991. Successors to such members shall be selected in the manner in which the respective initial member was selected and shall serve a term of three years. Any appointment to fill an unexpired term, however, shall be for such unexpired term. The term of office specified above shall be applicable unless the term of office of the respective member is terminated as hereinafter provided, and provided that the term of any member shall not expire until a successor thereto has been appointed as provided herein.

Each of CSAC and LCC may appoint an alternate member of the Commission for each member of the Commission which it appoints. Such alternate member may act as a member of the Commission in place of and during the absence or disability of such regularly appointed member. All references in this Agreement to any member of the Commission shall be deemed to refer to and include the applicable alternate member when so acting in place of a regularly appointed member.

Each member or alternate member of the Commission may be removed and replaced at any time by the governing body by which such member was appointed. Any individual, including any member of the governing body or staff of CSAC or LCC, shall be eligible to serve as a member or alternate member of the Commission.

Members and alternate members of the Commission shall not receive any compensation for serving as such but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member or alternate member, if the Commission shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The Commission shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among its members to serve for such term as shall be determined by the Commission. The Commission shall appoint one or more of its officers or

employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve for such term as shall be determined by the Commission.

Subject to the applicable provisions of any resolution, indenture or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived.

The Treasurer of the Authority shall have the powers, duties and responsibilities specified in Section 6505.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Commission but in no event less than \$1,000. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond in at least said amount obtained in connection with another public office.

The Commission shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Commission shall have the power, by resolution, to the extent permitted by the Joint Exercise of Powers Act or any other applicable law, to delegate any of its functions to one or more of the members of the Commission or officers or agents of the Authority and to cause any of said members, officers or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Commission or the Authority.

D. MEETINGS OF THE COMMISSION.

(1) Regular Meetings.

The Commission shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Commission and a copy of such resolution shall be filed with each party hereto.

(2) Special Meetings.

Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(3) Ralph M. Brown Act.

All meetings of the Commission, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Commission and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Commission.

(5) Quorum.

A majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC shall constitute a quorum for the transaction of business. No action may be taken by the Commission except upon the affirmative vote of a majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Commission such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have any and all powers relating to economic development authorized by law to each of the parties hereto and separately to the public entity herein created, including, without limitation, the promotion of opportunities for the creation and retention of employment, the stimulation of economic activity, and the increase of the tax base, within the jurisdictions of such parties. Such powers shall include the common powers specified in this

Agreement and may be exercised in the manner and according to the method provided in this Agreement. All such powers common to the parties are specified as powers of the Authority. The Authority is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; to sue and be sued in its own name; and generally to do any and all things necessary or convenient to the promotion of economic development, including without limitation the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, all as herein contemplated. Without limiting the generality of the foregoing, the Authority may issue or cause to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, including Article 2 and Article 4, the Act or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties until a California general law city shall become a Program Participant, at which time it shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Authority, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 1988.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2 hereof, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Program Participants and shall thereafter remain the sole property of the Program Participants; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Program Participants.

Section 7. Bonds.

The Authority shall issue Bonds for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement. Said Bonds may, at the discretion of Authority, be issued in series.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The fees and expenses of such counsel, consultants, advisors, and the expenses of CSAC, LCC, and the Commission shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 9. Local Approval.

A copy of the application for financing of a project shall be filed by the Authority with the Program Participant in whose jurisdiction the project is to be located. The Authority shall not issue Bonds with respect to any project unless the governing body of the Program Participant in whose jurisdiction the project is to be located, or its duly authorized designee, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Action to approve or disapprove a project shall be taken within 45 days of the filing with the Program Participant. Certification of approval or disapproval shall be made by the clerk of the governing body of the Program Participant, or by such other officer as may be designated by the applicable Program Participant, to the Authority.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Program Participant, CSAC, or LCC or pledge of the faith and credit of the Program Participants, CSAC, LCC, or the

Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds or the respective project costs except from revenues and other funds pledged therefor. Neither the Program Participants, CSAC, LCC, nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Program Participants nor the faith and credit of CSAC, LCC, or the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds nor shall the Program Participants, CSAC, LCC, or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any member of the Commission, or any officer, agent or employee of the Authority in his individual capacity and neither the Commission of the Authority nor any officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 10. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Program Participant.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Agency by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each Program Participant and also with the county auditor of each county in which a Program Participant is located. Such report shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Commission may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

The Treasurer of the Authority, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to each of the Program Participants to the extent such activities are not covered by the reports of the trustees for the Bonds. The trustee appointed under each Indenture shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out this Agreement.

Section 11. Funds.

Subject to the applicable provisions of each Indenture, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Section 10 hereof, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions or purposes of this Agreement.

Section 12. Notices.

Notices and other communications hereunder to the Program Participants shall be sufficient if delivered to the clerk of the governing body of each Program Participant.

Section 13. Withdrawal and Addition of Parties.

A Program Participant may withdraw from this Agreement upon written notice to the Commission; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding under an Indenture. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Commission which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Qualifying public agencies may be added as parties to this Agreement and become Program Participants upon: (i) the filing by such public agency of an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (ii) adoption of a resolution of the Commission approving the addition of such public agency as a Program Participant. Upon satisfaction of such conditions, the Commission shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

Section 14. Indemnification.

To the full extent permitted by law, the Commission may authorize indemnification by the Authority of any person who is or was a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 15. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the parties hereto for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the party making such advance at the time of such advance.

Section 16. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of Program Participants when performing their

respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged as members of the Commission or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties extraterritorially under the provisions of this Agreement.

Section 17. Amendments.

Except as provided in Section 13 above, this Agreement shall not be amended, modified, or altered except by a written instrument duly executed by each of the Program Participants.

Section 18. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Program Participants at 9:00 a.m., California time, on the date that the Commission shall have received from each of the Initial Participants an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Participant approving this Agreement and the execution and delivery hereof.

Section 19. Partial Invalidity.

If anyone or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 20. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of the other parties.

Section 21. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

This Agreement is the complete and exclusive statement of the agreement among the parties hereto, which supercedes and merges all prior proposals, understandings, and other agreements, including, without limitation, the Initial Agreement, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Program Participant:

[SEAL]

By _____

Name:

Title:

ATTEST:

By _____

Name:

Title: