



## AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD MEETING

### AGENDA

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

February 28, 2023

6:30 PM

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

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

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

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

**Oral comments, during the meeting:** A Zoom Meeting has been established for public participation during the meeting related to a specific agenda item, or matters not on the agenda. To give your public comment directly to the legislative body during the meeting, use the Register to Speak feature of [eComments](#) or connect via below Zoom link and follow the instructions or by calling 1-669-444-9171.

**Zoom Meeting Link:** [Click here](#)

**Meeting ID:** 864 7153 3372 **Passcode:** 685253

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](http://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.

## **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 agendaized 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.*

### **5:30 P.M. CLOSED SESSION**

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

### **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**

- 3. [Oath of Office](#) and Badge Pinning for Fire Captain Chad Pilkington.**

## **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. **Declare a 2007 Ford Van as surplus and approving the disposal of the surplus vehicle by sale or public auction.**  
**Recommendation:** Adopt [Resolution 2023-06](#), declaring a 2007 Ford Van as surplus and approving the disposal of the surplus vehicle by sale or public auction.
5. **District Counsel [Closed Session Report](#) of January 24, 2023 Fire District Board Meeting.**
6. **[Correct a clerical error in Resolution 2023-05 that inadvertently indicated that the District was repealing its Aerial Ladder Development Impact Fee.](#)**  
**Recommendation:** Adopt a Resolution correcting a clerical error in Resolution 2023-05 that inadvertently indicated that the District was repealing its Aerial Ladder Development Impact Fee.

## PUBLIC HEARINGS

None

## BUSINESS

7. **[Initiate action of proceedings for the annexation of the Green Island Property Property; before the Local Agency Formation Commission of Napa County.](#)**  
**Recommendation:** Adopting a Resolution of Application by the American Canyon Fire Protection District ("District"), requesting the Local Agency Formation Commission of Napa County ("LAFCO") to initiate proceedings for the Annexation of the Green Island Property to the District.

## 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.

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Geoff Belyea, Fire District Chief



# Certificate of Appointment and Oath of Office

STATE OF CALIFORNIA     )  
County of Napa            )  
City of American Canyon    )

*I, Geoff Belyea, District Clerk of the American Canyon Fire Protection District, in the County of Napa, State of California, hereby certify that at a Board of Directors meeting for the American Canyon Fire Protection District, held at 4381 Broadway, American Canyon, in the Council Chambers, City Hall in said County, on the 28th day of February, 2023, Chad Pilkington was officially appointed as a Fire Captain with the American Canyon Fire Protection District.*

*IN WITNESS WHEREOF, I hereunto affix  
my hand and official Seal this 28th day  
of February, 2023*

*By \_\_\_\_\_  
District Clerk, American Canyon Fire Protection District*

STATE OF CALIFORNIA     )  
County of Napa            )  
City of American Canyon    )

*I, Chad Pilkington, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.*

*\_\_\_\_\_  
Chad Pilkington, Fire Captain*

*Subscribed and sworn to before me, this 28<sup>th</sup> day of February, 2023.*

*\_\_\_\_\_  
William D. Ross, District Counsel*



## **TITLE**

Declare a 2007 Ford Van as surplus and approving the disposal of the surplus vehicle by sale or public auction.

## **RECOMMENDATION**

Adopt [Resolution 2023-06](#), declaring a 2007 Ford Van as surplus and approving the disposal of the surplus vehicle by sale or public auction.

## **CONTACT**

Geoff Belyea, Fire Chief

## **BACKGROUND & ANALYSIS**

According to the Fire District Property Procedure, S.O.G. 500.09, the American Canyon Fire Protection District (District) may present property that is deemed to have no value or be beyond repair to the Board of Directors for declaration as surplus. In adherence to this policy, the District has identified a 2007 Ford van that meets these criteria and has determined that it no longer meets the mission requirements of the District, nor can it perform at the highest levels of safety, availability, functionality, and reliability.

As a result, the District has decided to declare the 2007 Ford as surplus in order to ensure that our equipment is capable of meeting the evolving needs of the District and its stakeholders. This decision is in line with our commitment to maintaining the highest levels of safety and reliability, while providing the best possible service to our community.

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

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

## **FISCAL IMPACT**

None

## **ENVIRONMENTAL REVIEW**

N/A

**ATTACHMENTS:**  
Resolution 2023-06

**RESOLUTION NO. 2023-06**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT DECLARING A 2007 FORD VAN AS SURPLUS AND AUTHORIZING THE DISPOSAL BY SALE OR PUBLIC AUCTION.**

**WHEREAS**, an apparatus and vehicle replacement program is necessary to ensure that the American Canyon Fire Protection District (“District”) possesses a fleet of reliable fire apparatus and vehicles capable of meeting the mission requirements of the District and performing at the highest levels of safety, availability, functionality and reliability; and,

**WHEREAS**, the 2007 Ford van has reached the end of its useful life span for the District; and

**WHEREAS**, it no longer meets the mission requirements of the District, nor can it perform at the highest levels of safety, reliability, availability, and functionality; and

**NOW, THEREFORE, BE IT RESOLVED** that the District Board of Directors hereby declares the 2007 Ford Van as surplus to the District’s needs, and further authorizes the Fire Chief to dispose of the surplus vehicle by sale or public auction consistent with the District’s Purchasing Policy and Health and Safety Code section 13861(b).

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 28th day of February 2023, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

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Geoff Belyea, Fire Chief  
Clerk to the Board

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William D. Ross, District Counsel

William D. Ross  
David Schwarz  
Kypros G. Hostetter

Law Offices of  
**William D. Ross**  
400 Lambert Avenue  
Palo Alto, California 94306  
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Los Angeles Office:

11420 Santa Monica Blvd  
#25532  
Los Angeles, CA 90025

File No: 199/3

February 3, 2023

**VIA E-MAIL**

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

Re: Report Upon Return from Closed Session; Regular Virtual Meeting of the City of  
the American Canyon Fire Protection District Board of Directors; January 25, 2023

Dear Chair Garcia and Members of the Board of Directors:

This communication sets forth reportable action, if any, of the Board of Directors (“Board”) of the American Canyon Fire Protection District (“District”), consistent with provisions of the Ralph M. Brown Opening Meeting Act (Government Code Section 54950, *et seq.*) resulting from the Closed Session of the January 25, 2023 Virtual Regular Meeting, consistent with Government Code Section 54957.1.

After convening in Open Session at 5:35 p.m. and ascertaining that there were no public comments on Closed Session matters, your Board then adjourned to Closed Session at 5:36 p.m. to address the matters agendaized for Closed Session consideration.

There were two matters agendaized for District Closed Session consideration.

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

With respect to District Closed Session Agenda Item No. 1., there was no reportable action under the common law attorney-client privilege and the provisions of Government Code Section 54957(b).

The Honorable Leon Garcia, Chair  
and Members of the Fire District Board of Directors  
February 3, 2023  
Page 2

With respect to the first matter considered under District Closed Session Agenda Item No. 2., there was reportable action in the form of unanimous Board direction (5-0) to prepare the necessary materials for the next Board Special or Regular meeting for annexation of the area generally referred to as "Green Island" to the District, based on the approval of the Napa County Local Agency Formation Commission for inclusion of that Property in the District's Sphere of Influence and on the basis that the District has continuously provided service to the area prior to incorporation of the City of American Canyon in 1992, among other things. Except as indicated, there was no other reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

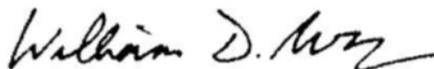
With respect to the second matter considered under District Closed Session Agenda Item No. 2., there was no reportable action under the common law attorney-client decision that provided by Government Code Section 5496.9(d)(2).

The Closed Session concluded at 6:23 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**

Correct a clerical error in Resolution 2023-05 that inadvertently indicated that the District was repealing its Aerial Ladder Development Impact Fee.

## **RECOMMENDATION**

Adopt a Resolution correcting a clerical error in Resolution 2023-05 that inadvertently indicated that the District was repealing its Aerial Ladder Development Impact Fee.

## **CONTACT**

Geoff Belyea, Fire Chief

## **BACKGROUND & ANALYSIS**

At its January 24, 2023 meeting, the District Board unanimously adopted Resolution 2023-05, which accepted the findings contained in the Development Impact Fee Nexus Study prepared by Capitol PFG, and began the process of the District to cooperate with the City of American Canyon and County of Napa to implement and levy a new Development Impact Fee on new construction.

Resolution 2023-05 contained a clerical error from a prior discussion-only draft that incorrectly indicated that the District was intending to repeal its Aerial Ladder Fee (a \$0.50 per square foot fee for buildings exceeding 2 stories or 32 feet in height).

Because the District intends to maintain the Aerial Ladder Fee in full force and effect, and to avoid any confusion by staff or members of the public, staff is proposing that the Board adopt a cleanup Resolution to clarify and delete this error from Resolution 2023-05.

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

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

## **FISCAL IMPACT**

There is no fiscal impact in the proposed Resolution, since it simply maintains the status quo by clarifying that Resolution 2023-05 did not repeal the Aerial Ladder Fee, which is to remain in full force and effect.

**ENVIRONMENTAL REVIEW**

N/A

**ATTACHMENTS:**

[Resolution 2023-07 - Correction to Resolution 2023-05.pdf](#)

**Resolution 2023-07**

**A Resolution of the American Canyon Fire Protection District  
Correcting a Clerical Error Contained In District Resolution 2023-05 Pertaining to the District  
Aerial Ladder Fee**

**WHEREAS**, at its January 24, 2023 meeting, the American Canyon Fire Protection District (District) Board of Directors unanimously adopted Resolution 2023-05, which accepted the findings contained in the Development Impact Fee Nexus Study prepared by Capitol PFG, and began the process of the District to cooperate with the City of American Canyon and County of Napa to implement and levy a new Development Impact Fee on new construction for funding District capital facilities and equipment;

**WHEREAS**, Section 4 of Resolution 2023-05 contained a clerical error from a prior discussion-only draft that incorrectly indicated that the District was intending to repeal its Aerial Ladder Fee, incorrectly stating that:

Upon adoption of this Fire Capital Facilities Fee and Implementation by the County of Napa and City of American Canyon, the Aerial Ladder Development Impact Fee of \$0.50 per square foot for buildings exceeding 2 stories or 32' in height shall be repealed and no longer imposed on new development.

**WHEREAS** Section 4 was inadvertently not removed from the version of the Resolution presented to the Board,

**WHEREAS**, because the District's intent was, and is, to maintain the Aerial Ladder Fee in full force and effect, and to avoid any confusion related to the fees levied by the District, the District Board of Directors hereby corrects and amends Resolution 2023-05 to remedy this clerical error.

**NOW THEREFORE, BE IT RESOLVED** that the Board of Directors does hereby:

1. Affirm that the Aerial Ladder Fee remains in full force and effect; and,
2. Amends Resolution 2023-05 to strike Section 4 and any remove any and all indication that the Aerial Ladder Fee is intended to be repealed.

**APPROVED AND ADOPTED** at a meeting of the American Canyon Fire Protection District held on the 28th day of February, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

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Geoff Belyea, Fire Chief  
Clerk to the Board

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William D. Ross, District Counsel



## **TITLE**

Initiate action of proceedings for the annexation of the Green Island Property Property; before the Local Agency Formation Commission of Napa County.

## **RECOMMENDATION**

Adopting a Resolution of Application by the American Canyon Fire Protection District ("District"), requesting the Local Agency Formation Commission of Napa County ("LAFCO") to initiate proceedings for the Annexation of the Green Island Property to the District.

## **CONTACT**

Geoff Belyea, Fire Chief

William D. Ross, District Counsel

## **BACKGROUND & ANALYSIS**

At the January 24, 2023 District Board of Directors ("Board") Meeting, direction was given (5-0) to Staff to bring back the necessary materials for Application to the LAFCO for the Annexation of the Green Island Property, which after the June 2022 LAFCO action, is within the District's Sphere of Influence and a necessary requirement for annexation.

Enclosed is the District Resolution initiating the Annexation, the actual Application for Annexation, a draft communication informing Napa County Chief Deputy County Counsel, Thomas Zeleny, of the District's intentions, and a proposed Property Tax Allocation Agreement.

In reviewing the matter with Mr. Zeleny, it was requested that upon Board approval of the Application, that the proposed Property Tax Allocation Agreement be forwarded to his attention for distribution to appropriate Napa County Officials.

The Application format follows that on the LAFCO website. Notice of the proposed action has been given to the Property Owners of the Green Island Property who may indicate their position on the Annexation to LAFCO.

## **COUNCIL PRIORITY PROGRAMS AND PROJECTS**

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

**FISCAL IMPACT**

There will be a fiscal impact to the District, provided that the Annexation proceeding is completed before the end of Calendar Year 2023, an increase in District property tax revenue based on any changes in ownership of the Green Island Property.

**ENVIRONMENTAL REVIEW**

The action before the Board is exempt from review under the California Environmental Quality Act ("CEQA"), consistent with CEQA Guidelines Section 15320, which exempts special district annexations where changes in organization of local law governmental agencies do not change the geographic area in which the previously existing powers were exercised.

**ATTACHMENTS:**

[Resolution 2023-08 LAFCP](#)

[Attachments 1 -4](#)

**RESOLUTION NO. 2023- 08**

**A RESOLUTION OF APPLICATION BY THE AMERICAN CANYON FIRE PROTECTION DISTRICT  
REQUESTING THE LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY TO INITIATE  
PROCEEDINGS FOR THE ANNEXATION OF THE GREEN ISLAND PROPERTY TO THE AMERICAN  
CANYON FIRE PROTECTION DISTRICT**

**WHEREAS**, the Board of Directors of the American Canyon Fire Protection District (the “District”) desires to initiate proceedings consistent with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Section 56000 of the California Government Code for the annexation of Green Island Property (“Property” or “affected territory”) Assessors Parcel Number (“APN”) 058-030-041 to the District; and,

**WHEREAS**, notice of intent to adopt this Resolution of Application has been given to each interested and each affected local agency; and,

**WHEREAS**, the affected territory proposed to be annexed is uninhabited, and a legal description of the Property is set forth in incorporated Exhibit “A”. The boundaries of the affected territory are set forth in incorporated Exhibit “B”; and,

**WHEREAS**, the District has provided fire and emergency services to the Property on and before 1991; and,

**WHEREAS**, the District Insurance Services Organization (“ISO”) rating is “2”, resulting in reduced fire insurance throughout the District; and,

**WHEREAS**, the Property to be annexed to the District located within, and consistent with, the Sphere of Influence of the District, See, Napa County LAFCO, June 6 2022 Regular Meeting, Agenda Item No. 6a; and,

**WHEREAS**, it is desired to provide that the proposed annexation of the Property and to the District be subject to the following terms and conditions:

- (1) The specific provisions of the Service Plan initiated by the District for the Property shall provide for the same level and extent of service as now and historically has been provided by the District to the Property.
- (2) The completed Service Plan, as finalized by the District for the Property; and,
- (3) All Tax Rate Areas will be maintained and all revenue mechanisms currently existing in the Property will be maintained after annexation subject to the Property Tax Allocation Agreement with the County of Napa.
- (4) Such other provisions as required by applicable law.

**WHEREAS**, the reasons for the proposed annexation of the Property to the District are as follows:

- (1) It will continue to facilitate the efficient delivery of life and property saving services to individuals and property owners within the affected territory of the Property which in in the District SOI; and,
- (2) It will facilitate the continued provision of the current levels of service provided by paid and volunteer firefighters and staff of the District to the Property, consistent with such local demand expectations and available financing; and,

**WHEREAS**, the SOI amendment is consistent with the Napa County LAFCO’s Policy on Proceedings Sections III, V(A)(1) based on the following:

- a. The request to annex would recognize the District’s historical role in protecting lands in the affected territory.
- b. Based on the Commission’s South County Region Municipal Service Review and Sphere of Influence Updates adopted in 2018, and the Commission’s June 2022 updated of the ACFPD SOI, ACFPD has established adequate capacities to serve its current boundaries and accommodate growth including in the affected territory.
- c. The affected territory currently, and historically, has received fire protection and emergency medical service from ACFPD through an automatic aid agreement between the District and the County.

**WHEREAS**, this Board has found that the annexation proposal is categorically exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines section 15320, which exempts special district annexations where changes in organization of local governmental agencies do not change the geographical area in which the previously existing powers are exercised, such as here; and,

**WHEREAS**, consent is hereby given to the waiver of conducting authority proceedings.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of Directors of the American Canyon Fire Protection District that this Resolution of Application is adopted and approved by the Board of Directors of the American Canyon Fire Protection District, and the Local Agency Formation Commission of Napa County is hereby requested to initiate proceedings for the annexation of territory as described in Exhibit A, according to the terms and conditions stated above and in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 upon the approval of a subsequent implementing District Resolution, upon completion of the Service Plan and upon such notice as would be consistent with the Ralph M. Brown Open Meeting Act.

**PASSED, APPROVED AND ADOPTED** this 28th day of February, 2023, by the following vote:

- YES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

\_\_\_\_\_  
**Leon Garcia Chairman, Board of Directors**

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
**Geoff Belyea, Fire Chief/District Clerk  
American Canyon Fire Protection District**

\_\_\_\_\_  
**William D. Ross, District Counsel**

# EXHIBIT A

## Green Island Property Legal Description

### PARCEL ONE:

Being a portion of Section 14 and Section 15, Township 4 North, Range 5 West, Mount Diablo Base and Meridian, described as follows:

COMMENCING at a point on the Southern line of the 485 acre tract of land described in the Deed to Sarah J. Watson, recorded May 25, 1898 in Book 55 of Deeds at page 258, said Napa County Records, said point being the Southwest corner of Parcel One as shown on the map entitled, "Parcel Map of the Lands of Louis O. Wurz, et al", filed December 1, 1986 in Book 15 of Parcel Maps at page 20 in the office of the County Recorder of said Napa County; thence along the West line of said Parcel One and the continuation thereof, North 0° 44' 05" East 2881.28 feet, more or less, to the Southern line of Green Island Road; thence along said Southern line, North 89° 35' West 3448.31 feet to the intersection thereof with the Easterly line of Swamp and Overflow Survey No. 96 1/2; thence along the Easterly line of said Swamp and Overflow Survey South 68° 8-1/2' East 1262.20 feet, South 30° 30' East 660.00 feet, South 64° 15' East 330.00 feet, South 8° 15' West 594.00 feet and South 34° 30' West 858.00 feet to the Southeastern corner thereof; thence along the Easterly line of Swamp and Overflow Survey No. 134, South 10° West 396.00 feet, South 44° 45' East 792.00 feet and due East, 651.23 feet to a point on the Eastern line of said Section 15 on the Northern or Northeastern line of the tract of land described as Parcel One in the Deed to Martin Burastero, et al, of record in Book 167 at page 191 of Official Records of Napa County, said point being North 1° 22' West 367.65 feet distant from the Southeastern corner of said Section; thence continuing along the line of said Parcel One, South 1° 22' West 367.65 feet and South 22° 31' East 323.00 feet to the Northwesterly line of the 165.05 acre tract of land described in the Lis Pendens for the action entitled, "Robert Lyle Couch vs. Roberta Lenore Kleckner, et al" in the Superior Court of the State of California in and for the County of Napa Case 12297 and of record in Book 346 at page 489 of Official Records of Napa County; thence along the Westerly line of said 165.05 acre tract, North 20° 08' 40" East 132.35 feet, North 35° 27' 40" East 338.11 feet, North 22° 26' East 175.72 feet, North 35° 31' East 770.53 feet to an iron pipe monument on the Southern line of the 485 acre tract of land described in the Decree of Distribution had in the Matter of the Estate of Ringrose D. Watson, deceased, a certified copy of which is of record in Book 47 of Deeds at page 11, said Napa County Records; thence South 88° 31' East along said Southern line, 175.97 feet to the point of commencement.

EXCEPTING THEREFROM that certain tract of land described in the Deed to John Sarty, et al, recorded November 9, 1971 in Book 863 at page 960 of Official Records of Napa County.

APN 058-030-041

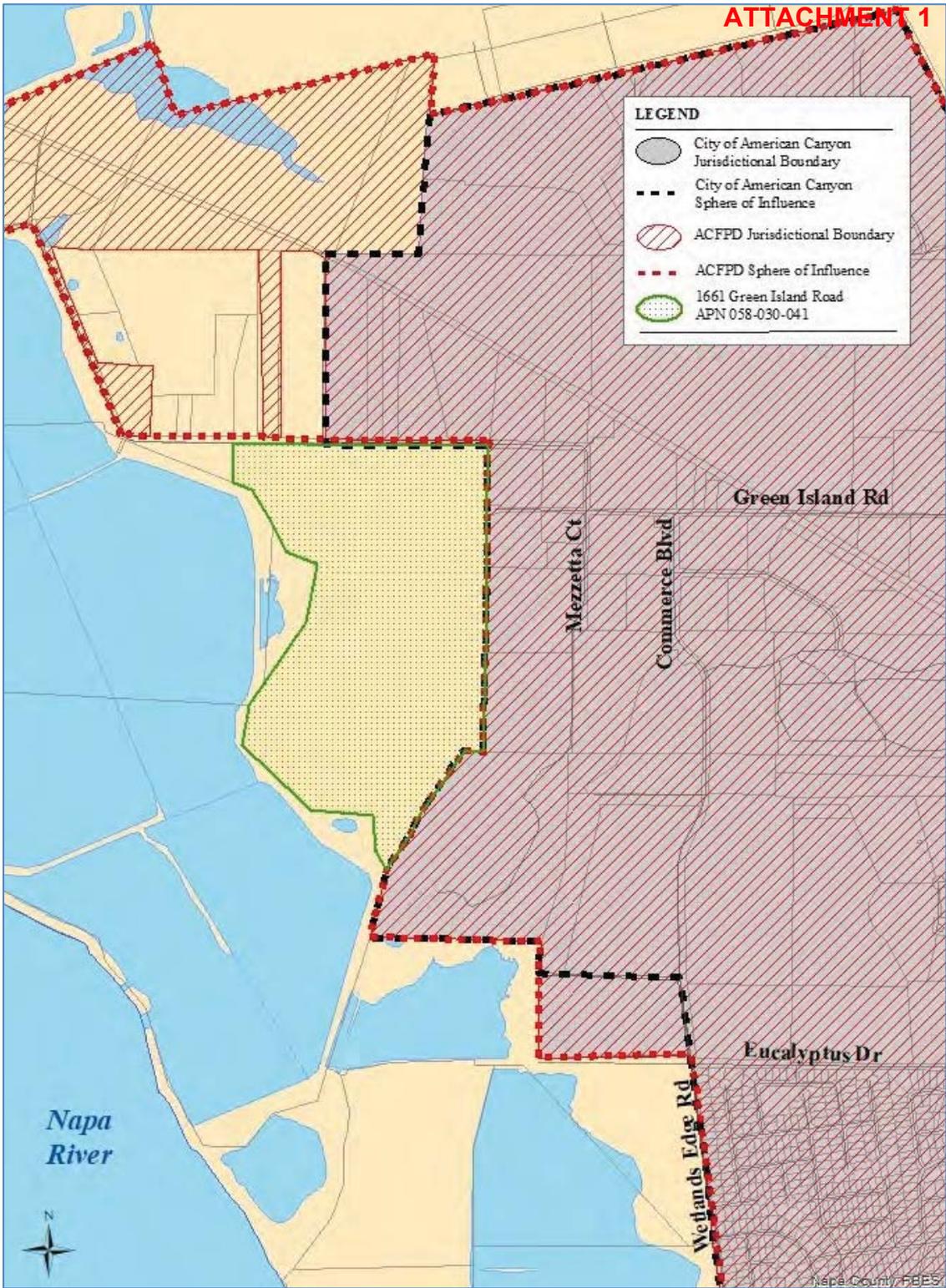
### PARCEL TWO:

A Right of Way for road and utility purposes over those parcels designated L, M, N and P as shown on the map entitled, "Parcel Map of the Lands of Louis O. Wurz, et al", filed December 1, 1986 in Book 15 of Maps at page 20 in the office of the County Recorder of said Napa County.

### PARCEL THREE:

A Right of Way for road and utility purposes over that parcel designated Y as shown on the map entitled, "Parcel Map of a Portion of the Lands of Louis O. Wurz, et al", filed May 18, 1983 in Book 13 of Parcel Maps at page 72 in the office of the County Recorder of said Napa County.

# EXHIBIT B



**LEGEND**

- City of American Canyon Jurisdictional Boundary
- City of American Canyon Sphere of Influence
- ACFPD Jurisdictional Boundary
- ACFPD Sphere of Influence
- 1661 Green Island Road APN 058-030-041



## Local Agency Formation Commission

### Subdivision of the State of California

## APPLICATION PACKET

Local Agency Formation Commissions (LAFCOs) are responsible under State law for approving, modifying, or disapproving changes of organization consistent with their adopted written policies, procedures, and guidelines. LAFCOs are also authorized to establish conditions in approving changes of organization as long as they do not directly regulate land uses. Underlying LAFCO's decision-making is to consider the logical and timely development of the affected agencies in context with local circumstances and needs. Changes of organization include all of the following:

- City/District Annexations
- City/District Detachments
- City Incorporations
- District Formations
- City/District Dissolutions
- City/District Mergers
- Service Activations (District Only)
- Service Divestitures (District Only)

This application provides the list of forms needed to file a change of organization proposal with LAFCO of Napa County ("Commission"). Attached are forms A-F. The additional forms (G and H) are located on our website ([click here](#)). The attached forms can be completed electronically, just be sure to save the form to your computer. Once completed ([click here](#)) to submit. Please contact our office with any questions.

### Applicant Checklist

- 
- A. Notice of Intention to Circulate Petition  
(Landowner and Resident Proposals Only)
  - B. Petition for Proposal  
(Landowner and Resident Proposals Only)
  - C. Notice of Intention to Adopt Resolution of Application  
(Agency Proposals Only)
  - D. Proposal Application  
(All Proposals)
  - E. Political Contribution and Expenditure Disclosures  
(All Proposals)
  - F. Indemnification Agreement  
(All Proposals)
  - G. Map and Boundary Description  
Requirements  
(All Proposals)
  - H. Proposal Fees  
(All Proposals)
-

**FORM C**

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

Proposal Name: \_\_\_\_\_

**NOTICE OF INTENTION TO ADOPT RESOLUTION OF APPLICATION**

For Filing with the Local Agency Formation Commission of Napa County

A proposal for a change of organization made by a local agency shall be initiated by an adopted resolution of application in accordance with Government Code Section 56654. Mailed notice of a local agency's intention to adopt a resolution of application must be provided no less than 21 days in advance to the Commission and all affected agencies. The notice shall describe the proposal and the affected territory. Applicants are encouraged to use this form.

**Nature of Proposal and All Associated Changes of Organization:**

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**Description of Boundaries of Affected Territory Accompanied by Map:**

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**Reason for Proposal and Any Proposed Conditions:**

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# FORM D

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

Proposal Name: \_\_\_\_\_

## PROPOSAL APPLICATION Change of Organization/Reorganization

### I. APPLICANT INFORMATION

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**A. Name:** \_\_\_\_\_  
Contact Person Agency/Business (If Applicable)

**Address:** \_\_\_\_\_  
Street Number Street Name City Zip Code

**Contact:** \_\_\_\_\_  
Phone Number Facsimile Number E-Mail Address

**B. Applicant Type:** (Check One)  Local Agency  Registered Voter  Landowner

### II. PROPOSAL DESCRIPTION

---

**A. Affected Agencies:**

_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address

*Use Additional Sheets as Needed*

**B. Proposal Type:** (Check as Needed)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annexation	Detachment	City Incorporation	District Formation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City/District Dissolution	City/District Merger	Service Activation (District Only)	Service Divestiture (District Only)

**C. Purpose Statement:** (Specific)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**III. GENERAL INFORMATION**

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**A. Location:**

Street Address	Assessor Parcel Number	Acres
Street Address	Assessor Parcel Number	Acres
Street Address	Assessor Parcel Number	Acres
Street Address	Assessor Parcel Number	Acres
Total Location Size (Including Right-of-Ways)		_____

**B. Landowners:**

(1) Assessor Parcel Number : \_\_\_\_\_ Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

(2) Assessor Parcel Number : \_\_\_\_\_ Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

(3) Assessor Parcel Number : \_\_\_\_\_ Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

(4) Assessor Parcel Number : \_\_\_\_\_ Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

*Use Additional Sheets As Needed*

**C. Population:**

(1) Total Number of Residents: \_\_\_\_\_

(2) Total Number of Registered Voters: \_\_\_\_\_

**D. Land Use Factors:**

- (1a) County General Plan Designation: \_\_\_\_\_
- (1b) County Zoning Standard: \_\_\_\_\_
- (2a) Applicable City General Plan Designation: \_\_\_\_\_
- (2b) Applicable City Pre-zoning Standard:  
(Required for City Annexations) \_\_\_\_\_

**E. Existing Land Uses:**

(Specific) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**F. Development Plans:**

- (1a) Territory Subject to a Development Project?  Yes  No
- (1b) If Yes, Describe Project: \_\_\_\_\_
- \_\_\_\_\_
- (1c) If No, When Is Development Anticipated? \_\_\_\_\_
- \_\_\_\_\_

**G. Physical Characteristics:**

- (1) Describe Topography: \_\_\_\_\_
- \_\_\_\_\_
- (2) Describe Any Natural Boundaries: \_\_\_\_\_
- \_\_\_\_\_
- (3) Describe Soil Composition and Any Drainage Basins: \_\_\_\_\_
- \_\_\_\_\_
- (4) Describe Vegetation: \_\_\_\_\_
- \_\_\_\_\_

**H. Williamson Act Contracts**  
(Check One)

Yes

No

**IV. GOVERNMENTAL SERVICES AND CONTROLS**

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**A. Plan For Providing Services:**

- (1) Enumerate and Describe Services to Be Provided to the Affected Territory:

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- (2) Level and Range of Services to Be Provided to the Affected Territory:

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- (3) Indication of When Services Can Feasibly Be Extended to the Affected Territory:

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- (4) Indication of Any Infrastructure Improvements Necessary to Extend Services to the Affected Territory:

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- (5) Information On How Services to the Affected Territory Will Be Financed:

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*Use Additional Sheets As Needed*

V. ENVIRONMENTAL INFORMATION

---

A. Environmental Analysis (City annexations require pre-zoning.)

(1) Lead Agency for Proposal: \_\_\_\_\_  
Name

(2) Type of Environmental Document Previously Prepared for Proposal:

Environmental Impact Report

Negative Declaration/Mitigated Negative Declaration

Categorical/Statutory Exemption: \_\_\_\_\_  
Type

None

*Provide Copies of Associated Environmental Documents*

VI. ADDITIONAL INFORMATION

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A. Approval Terms and Conditions Requested For Commission Consideration:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Use Additional Sheets As Needed*

B. Identify Up to Three Agencies or Persons to Receive Proposal Correspondence:

(Does not include affected landowners or residents)

(1) Recipient Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

(2) Recipient Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

(3) Recipient Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**VII. CERTIFICATION**

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I certify the information contained in this application is correct. I acknowledge and agree the Local Agency Formation Commission of Napa County is relying on the accuracy of the information provided in my representations in order to process this application proposal.

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

## FORM D – Supplemental Responses

## II. C. Purpose Statement:

The American Canyon Fire Protection District (“ACFPD”) annexation of the affected territory to the ACFPD, unincorporated territory located at 1661 Green Island Road and files this application with the Local Agency Formation Commission of Napa County, hereinafter referred to as “Commission,” pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000;

The Commission approval of an amendment to the Sphere of Influence (“SOI”) of ACFPD to include the approximate 157.15 acres of the affected territory comprising one entire parcel identified by the County of Napa Assessor’s Office as 058-030-041 was accomplished at Commission’s June 2022 meeting;

The proposal is consistent with Commission Policy on proposals as it confirms historical fire services, an essential public service, ensuring that property tax revenue generated is allocated to the local agency providing the service which does not involved land use approval. A property tax exchange (allocation) agreement is being concurrently negotiated with Napa County.

**FORM E**

**POLITICAL CONTRIBUTION AND EXPENDITURE DISCLOSURES**  
For Filing with the Local Agency Formation Commission of Napa County

Contributions and expenditures for political purposes related to a change of organization proposal shall be disclosed and reported pursuant to Article 2.5 of Chapter 4 of the Political Reform Act.

Please see Forms E-1 and E-2.

## FORM E-1

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

Proposal Name: \_\_\_\_\_

**CAMPAIGN CONTRIBUTION TO COMMISSIONERS - DISCLOSURE REQUIREMENTS**

LAFCOs are subject to the campaign disclosure provisions detailed in Government Code Section 84308 and the Regulations of the Fair Political Practices Commission (FPPC), 2 Cal. Adm. Code Sections 18438.1 – 18438.6.

**Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form E-1 must be completed and returned to LAFCO of Napa County with your application.**

1. No LAFCO commissioner shall accept, solicit, or direct a contribution of more than \$250 from any party<sup>1</sup> or agent<sup>2</sup> while a change of organization proceeding is pending, and for three months subsequent to the date a final decision is rendered by LAFCO. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.
2. A party to a LAFCO proceeding shall disclose on the record of the proceeding any contribution of more than \$250 made to any commissioner by the party, or agent, during the preceding 12 months. No party to a LAFCO proceeding, or agent, shall make a contribution to a commissioner during the proceeding, and for three months following the date a final decision is rendered by LAFCO.
3. Prior to rendering a decision on a LAFCO proceeding, any commissioner who received a contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, that commissioner shall be permitted to participate in the proceeding.

To determine whether a campaign contribution of more than \$250 has been made by you or your agent to a commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current LAFCO commissioners are available [http://www.napa.lafco.ca.gov/c\\_commissioners.aspx](http://www.napa.lafco.ca.gov/c_commissioners.aspx). If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the LAFCO Executive Officer at [http://www.napa.lafco.ca.gov/c\\_staff.aspx](http://www.napa.lafco.ca.gov/c_staff.aspx).

<sup>1</sup>“Party” is defined as any person who files an application for, or is the subject of, a proceeding.

<sup>2</sup>“Agent” is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

**ATTACHMENT: CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

(a) Proposed change(s) of organization: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(b) Name and address of any party, or agent, who has contributed more than \$250 to any commissioner within the preceding 12 months:

1. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(c) Date and amount of contribution:

Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

(d) Name of commissioner to whom contribution was made:

1. \_\_\_\_\_

2. \_\_\_\_\_

(e) I certify that the above information is provided to the best of my knowledge.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_

**FORM E-2**  
**Disclosure of Political Expenditures**

<i>For Staff Use</i>	<b>ATTACHMENT 2</b>
<hr/>	
<i>Date Filed:</i>	_____
<i>Proposal Name:</i>	_____
<hr/>	

**DISCLOSURE OF POLITICAL EXPENDITURES  
FOR/AGAINST A LAFCO PROPOSAL**

Expenditures for political purposes, which are related to a change of organization or reorganization proposal that will be or has been submitted to LAFCO of Napa County, are subject to the reporting and disclosure requirements of the Political Reform Act of 1974 and the Cortese-Knox-Hertzberg Act of 2000.

**Please carefully read the following information to determine if reporting and disclosure provisions apply to you.**

1. Any person or combination of persons who for political purposes, directly or indirectly contributes \$1,000 or more, or expends \$1,000 or more, in support of or in opposition to a proposal for a change of organization or reorganization that will be submitted to the Commission, must disclose and report as required for local initiative measures under the Political Reform Act of 1974 (commencing with Government Code Section 84250) and Government Code Section 56700.1 (of the Cortese-Knox-Hertzberg Act of 2000).
  
2. Pursuant to Government Code Section 57009, any person or combination of persons who directly or indirectly contributes \$1,000 or more, or expends \$1,000 or more, in support of or in opposition to the conducting authority proceedings for a change of organization or reorganization, must comply with the disclosure requirements as required for local initiative measures under the Political Reform Act of 1974 (commencing with Government Code Section 84250).
  
3. Applicable reports must be filed with the Secretary of State and the appropriate city or county clerk. Copies of reports must also be filed with the LAFCO Executive Officer.

**FORM E**

*Date Filed:* \_\_\_\_\_

*Received By:* \_\_\_\_\_

**POLITICAL CONTRIBUTION AND EXPENDITURE DISCLOSURES**

For Filing with the Local Agency Formation Commission of Napa County

Contributions and expenditures for political purposes related to a change of organization proposal shall be disclosed and reported pursuant to Article 2.5 of Chapter 4 of the Political Reform Act.

Please see Forms E-1 and E-2.

**ATTACHMENT: CHECKLIST FOR DISCLOSURE OF POLITICAL EXPENDITURES**

The following checklist is provided to assist you in determining if the requirements of the Political Reform Act of 1974 (Government Code Sections 81000 et seq.) apply to you. For further assistance contact the Fair Political Practices Commission at 428 J Street, Suite 450, Sacramento, CA 95814, (866) 275-3772, or at <http://www.fppc.ca.gov>.

1. Have you directly or indirectly made a contribution or expenditure of \$1,000 or more related to the support or opposition of a proposal that has been or will be submitted to LAFCO?

- Yes  
 No

Date of contribution \_\_\_\_\_ Amount \$ \_\_\_\_\_

Name/Ref. No. of LAFCO proposal \_\_\_\_\_

Date proposal submitted to LAFCO \_\_\_\_\_

2. Have you, in combination with other person(s), directly or indirectly contributed or expended \$1,000 or more related to the support or opposition of a proposal that has been or will be submitted to LAFCO?

- Yes  
 No

Date of contribution \_\_\_\_\_ Amount \$ \_\_\_\_\_

Name/Ref. No. of LAFCO proposal \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Date proposal submitted to LAFCO \_\_\_\_\_

3. If you have filed a report in accordance with FPPC requirements, has a copy of the report been filed with LAFCO?

- Yes  
 No

**FORM F****INDEMNIFICATION AGREEMENT**

Regarding a Filing with the Local Agency Formation Commission of Napa County

The Commission requires the applicant and any real party in interest to provide written indemnification to the Commission as a condition of approval for a change of organization. A real party in interest includes the landowner and/or registered voter of the affected territory subject to the change of organization application. Attached is a copy of a standard indemnification agreement approved by Commission Counsel.

**Indemnification Agreement**

Name of Proposal (assigned by staff): \_\_\_\_\_

Should the Local Agency Formation Commission of Napa County (“Napa LAFCO”) be named as a party in any litigation (including a “validation” action under California Civil Code of Procedure 860 et seq.) or administrative proceeding in connection with a proposal, the applicant \_\_\_\_\_ and/or \_\_\_\_\_ (real party in interest: the landowner) agree to indemnify, hold harmless, and promptly reimburse Napa LAFCO for:

1. Any damages, penalties, fines or other costs imposed upon or incurred by Napa LAFCO, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. The Napa LAFCO Executive Officer may require a deposit of funds to cover estimated expenses of the litigation. Applicant and/or real party in interest agree that Napa LAFCO shall have the right to appoint its own counsel to defend it and conduct its own defense in the manner it deems in its best interest, and that such actions shall not relieve or limit Applicant’s and/or real party in interest’s obligations to indemnify and reimburse defense cost; and
  
2. All reasonable expenses and attorney’s fees in connection with the defense of Napa LAFCO.

This indemnification obligation shall include, but is not limited to, expert witness fees or attorney fees that may be asserted by any person or entity, including the applicant, arising out of, or in connection with, the approval of this application. This indemnification is intended to be as broad as permitted by law.

\_\_\_\_\_  
Agency Representative Signature

\_\_\_\_\_  
Principal Landowner Signature

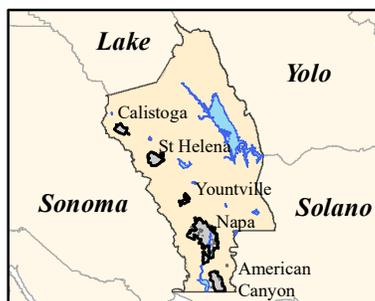
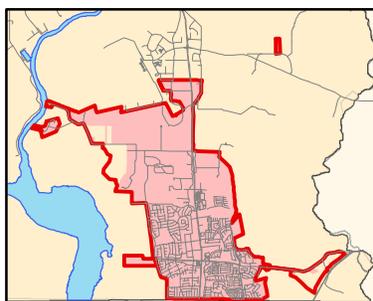
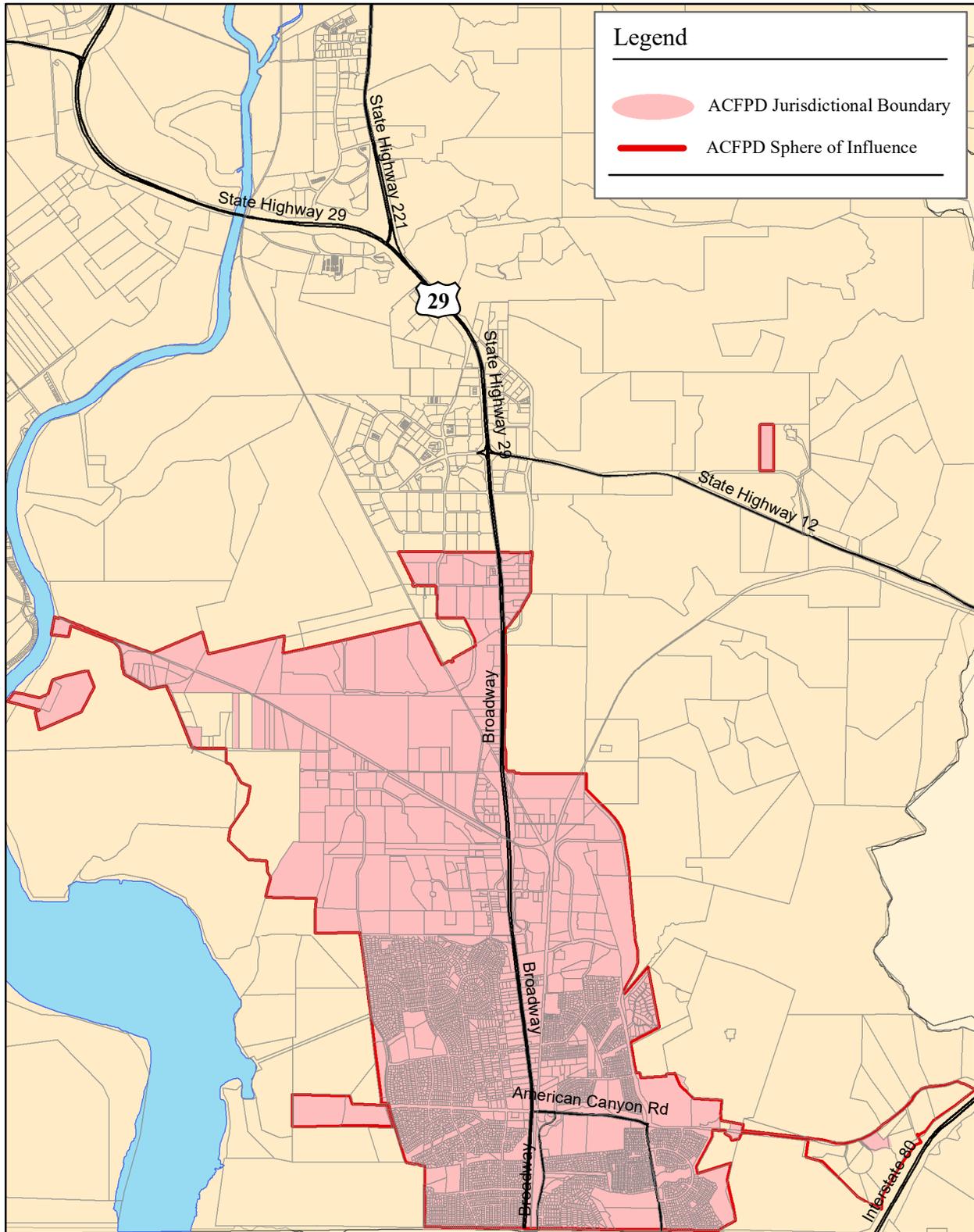
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\_\_\_\_\_  
Date

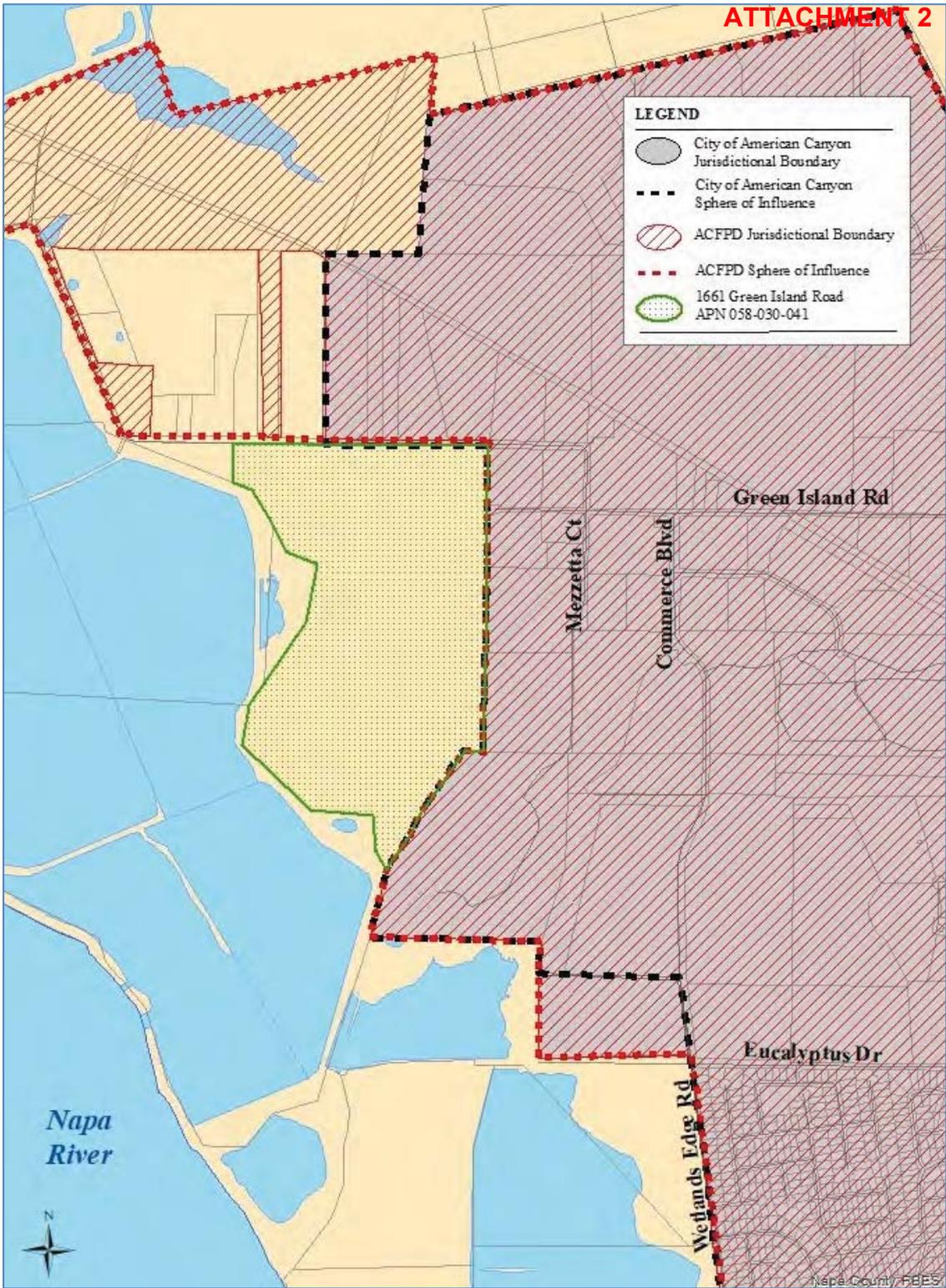
# American Canyon Fire Protection District



July 5, 2022  
Prepared by BF



LAFCO of Napa County  
1754 Second Street, Suite C  
Napa, California 94559  
[www.napa.lafco.ca.gov](http://www.napa.lafco.ca.gov)



William D. Ross  
David Schwarz  
Kypros G. Hostetter

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11420 Santa Monica Blvd  
#25532  
Los Angeles, CA 90025

File No: 199/3

**DRAFT**

February 28, 2023

**VIA E-MAIL**

Thomas C. Zeleny, Chief Deputy County Counsel  
Office of Napa County Counsel  
1195 Third Street, Suite 301  
Napa, CA 94559

Re: Proposed Property Tax Allocation Agreement Associated With the Annexation of Green Island Property to American Canyon Fire Protection District

Dear Mr. Zeleny:

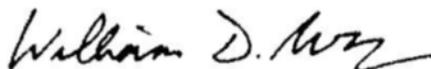
The American Canyon fire protection District has Adopted a Resolution of Intention to apply to the Local Agency Formation Commission of Napa County for annexation of that affected territory known as the Green Island Property, consistent with the District Resolution No. 2023-\_\_\_\_ attached as Exhibit "A."

As a change of organization under the Cortese Knox Hertzberg Local Government Reorganization Act of 2000, a condition of the proposed change of organization would be a property tax allocation agreement with the County of Napa.

Accordingly, a proposed agreement for processing, review, consideration, and approval by the County Board of Supervisors is enclosed.

If you have questions concerning the matters set forth in this communication, please contact me by email as listed above, or by cell at (415) 269-4569.

Very truly yours,



William D. Ross  
District Counsel

WDR:cb

February 24, 2023

Page 2

Enclosures:

Proposed property Tax Allocation Agreement

Exhibit A – LAFCO Application

cc: Geoff Belyea, District Chief

**PROPERTY TAX ALLOCATION  
AGREEMENT BETWEEN  
THE AMERICAN CANYON FIRE PROTECTION DISTRICT  
AND  
THE COUNTY OF NAPA**

**DRAFT**

This Property Tax Allocation Agreement (“Agreement”) is entered into and effective \_\_\_\_\_, 2023 (“Effective Date”), between the American Canyon Fire Protection District (“ACFPD”) Subsidiary Special District of the City of American Canyon organized and existing as a California Special District under provisions of the Fire Protection District Law of 1987 (Health & Safety Code Section 13800 *et seq.*) (the, “Fire Law”) and the County of Napa (“County”) with respect to the Annexation of the Green Island Property (“the Property” or “affected territory”). ACFPD and County are sometimes collectively referred to as “the Parties” in portions of this Agreement.

**RECITALS**

- A. The ACFPD is, and has been, the primary provider of fire suppression, prevention, rescue, emergency medical services and hazardous material emergency response and other services relating to the protection of lives and property (“Fire Protection Services”) within the County limits prior to 1991.
- B. The current ACFPD boundary is reflected in **Exhibit A**, attached and incorporated by this reference, with the Legal Description of the Property attached and incorporated by this reference in **Exhibit B**.
- C. The District initiated the process for the Annexation of Green Island Property to the District with the American Canyon Local Agency Formation Commission (“LAFCO”) under the provisions of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code Section 56000, *et. seq.* (the “Act”).
- D. The Annexation is supported by resolution of the ACFPD. ACFPD timely notified County and LAFCO that the Annexation needed to contain a property tax allocation agreement.
- E. The ACFPD’s primary source of funding comes from general purpose *ad valorem* property tax revenue and special taxes from all real property within its established boundaries as well as authorized fees for services provided.
- F. The Annexation, confirmed the efficient delivery of life and property saving fire services to individuals and property owners within the Affected Territory and the continued provision of the current levels of service provided by paid and paid-call firefighters and staff of the ACFPD, constant local demand expectations and available financing.
- G. Revenue and Taxation Code Section 99 requires ACFPD and County to negotiate

adjustments in the allocation of property taxes whenever a change of organization is proposed. The Act requires ACFPD and County to reach an agreement governing the transition of fire protection services as properties in County are annexed.

- H. ACFPD exercises powers and duties as authorized by the Fire Law.
- I. The Affected Area of the Annexation is not inhabited and is constituted of the combined boundaries of ACFPD and County. The ACFPD boundary, subject to confirmation by the Local Agency Formation Commission of American Canyon, is reflected in **Exhibit 2**, attached and incorporated by this reference.
- J. This Agreement is a result of the negotiations between ACFPD and County and is intended to serve as the property tax sharing agreement between them for the Affected Area. The Parties will comply with the technical requirements of Revenue and Taxation Code section 99 and adopt the Agreement consistent with applicable law.
- K. The Board of Supervisors for the County of Napa has assisted in the negotiation of this Agreement on behalf of the Parties consistent with Revenue and Taxation Code Section 99(b)(5).

### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Effect of Recitals. The foregoing Recitals are incorporated by this reference into and are a part of this Agreement.
2. Affected Territory. "Affected Territory" shall mean the property owned by Green Island Property, LLC located at 1661 Green Island Road, American Canyon, CA 94503. Assessor's Parcel Number 058-030-041.
3. Property Tax Revenue. The form of property taxes subject to this Agreement shall mean revenue from "*ad valorem* real property taxes on real property," as the phrase is used in Section 1 of Article XIII A of the California Constitution, and more particularly defined in Revenue and Taxation Code Section 95(c), that is collected from the Affected Territory.
4. Annexation Effective Date. For the purposes of this Agreement, the date to be used for when the tax reallocation to the ACFPD commences, shall be the date upon which this Agreement is recorded with the County Recorder and California State Board of Equalization consistent with applicable law, including but not limited to the Act, but in no event not later than December 31, 2023.
5. Allocation of Property Taxes. Beginning on the Agreement Effective Date and continuing thereafter unless otherwise agreed in writing by the Parties, the ACFPD shall be allocated **27%** of the property tax revenue from the share of the one

percent (1%) property tax rate increment from the Affected Territory. This shall be the combined share of the one percent (1%) property tax rate increment from the former ACFPD and County, adjusted annually to account for changes in property value, and apportioned for the Affected Territory. The 2021-2022 and 2022-2023 Taxing Agency Percentage of the Countywide one percent (1%) property tax rate increment for ACFPD and County as calculated by the Napa County Auditor-Controller/Treasurer Tax-Collector (“County Auditor”).

6. Fire Assessment and Other Revenue. This Agreement only allocates property tax revenues. The ACFPD shall receive 100% of all special taxes, general taxes, community facilities district taxes, user fees, and any other revenues otherwise levied by the District in the Affected Territory.
7. Effect of Annexation. Upon the Annexation of the Affected Territory, all Property Taxes shall be allocated consistent with Agreement Section 5 and existing laws, rules, policies, and procedures established in the County, subject to any applicable agreement between the ACFPD and the County.
8. Act Compliance. FDFPD and County agree that this Agreement is intended to satisfy the intent and purpose of the Act and the previously completed Annexation.
9. Accounting. ACFPD and County agree that their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. ACFPD and County agree to maintain such records for a possible audit for a minimum of four (4) years from the recording date of this Agreement to allow access to such records for an audit during normal business hours.
10. Termination.
  - (a). Termination Due to Invalidity. Should any material portion of this Agreement be declared invalid or inoperative by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
  - (b). Termination Due to Material Breach: Right to Cure. This Agreement may be terminated by either party for a material breach and a failure to cure that breach within thirty (30) days after receipt of a notice to cure.
  - (c). Termination Due to Change in Law. It is mutually understood and agreed that this Agreement shall terminate immediately and shall be of no further force and effect should substantial substantive changes occur in such statutory scheme or successor statutory schemes (whether by legislative or judicial action) which negate or frustrate the fundamental reasons or tenets of this Agreement, such termination to be in the entirety. Any party contending this section applies shall give written notice of termination pursuant to this section, which notice shall include an explanation of the reason(s) for such termination.
  - (d). Termination by Agreement of the Parties. The Agreement may be

terminated by written agreement of all Parties.

11. Remedies for Breach of Agreement. In addition to termination of this Agreement for a material breach, the parties may exercise any other remedy available to them at law or in equity, including specific performance, injunctive relief, and writ of mandate.
12. Dispute Resolution.
  - (a). If any dispute arises regarding the interpretation or application of this Agreement or any determination or calculation thereunder, the Parties agree upon the request of either of them to meet and attempt to resolve the same amicably for a period not to exceed thirty (30) days.
  - (b). If the dispute is not otherwise resolved, and absent the need for emergency relief or to meet a statute of limitations, the Parties agree to enter into mediation before initiating litigation. The Parties shall mutually agree upon a mediator and each party shall pay one half (1/2) the cost of the mediator and bear their own costs for the mediation. The mediation shall be completed within sixty (60) days of notice of the intent to undergo mediation. If the mediation is not completed within sixty (60) days of notice, a party may initiate litigation. The Parties shall act in good faith and with due diligence to timely complete the mediation.
  - (c). If litigation is commenced before mediation due to one of the reasons mentioned above, the Parties agree to immediately commence and complete mediation within sixty (60) days of the commencement of litigation as evidenced by the filing in court of a formal complaint, petition, or similar document.
13. Modification. This Agreement may be modified or amended only in writing authorized and executed by ACFPD and County.
14. Enforcement. ACFPD and County each acknowledge that this Agreement cannot bind or limit themselves or each other or their future governing bodies in the exercise of their discretionary legislative power except as the Agreement provides. However, each binds itself that it will insofar as is legally possible, fully carry out the intent and purposes hereof, if necessary, by administrative and ministerial action independent of that legislative power and that this Agreement may be enforced by injunction or mandate or other writ to the full extent allowed by law.
15. Integration. With respect to the subject matter of this Agreement, the Agreement is intended to be an integrated agreement and supersedes any and all previous negotiations proposals, commitments, writings, and understandings of any nature whatsoever between ACFPD and County as to the subject matter of this Agreement.
16. Notice. All notices, requests, determinations or other correspondence required or allowed by law or this Agreement to be provided by the parties shall be in writing and shall be deemed given and received when delivered to the recipient by first-

class mail (or an equal or better form of delivery) at the following addresses:

County  
County Administrator  
County of Napa  
1100 E. County Avenue  
County CA, 93648

ACFPD  
Fire Chief  
American Canyon Fire Protection  
District  
911 Donaldson Way East  
American Canyon, California 94503

By giving notice, either party may change its address for these purposes.

17. Third Parties. This Agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties, with the exception of the described benefit facilities [and others as may be appropriate] within the affected territory. No other third party or parties shall have any right of action hereunder for any cause of action whatsoever.
18. Attorney's Fees and Costs. In any action to enforce the provisions of this Agreement or for breach of the Agreement, the prevailing party shall recover from the other party, in addition to any damages, injunctive or other relief, all costs (whether or not allowable as "cost" items by law) reasonably incurred at, before and after trial or on appeal, including without limitation attorneys' and witness (expert and otherwise) fees, deposition costs, copying charges and other expenses.
19. Approval. The parties represent that this Agreement was approved by their respective governing boards at a properly noticed public meeting.
20. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue for actions and proceedings between the parties related to this Agreement shall be in the Northern District of California for any federal action and, as agreed by the parties, in Napa County Superior Court for state actions.
21. Agreement Mutually Drafted. Each party has participated jointly in the drafting of this Agreement, which each party acknowledges is the result of extensive negotiations between the Parties, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party to this Agreement by virtue of the authorship of any of the provisions of this Agreement. The captions and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
22. Indemnification.
  - (a). ACFPD shall indemnify and hold harmless County and its elected and appointed officials, officers, employees, attorneys, volunteers, and agents from and against any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges (collectively, "Claims") to the extent that such Claims arise out of or were caused by the negligence, gross negligence, or willful misconduct of the ACFPD or from any breach of the Agreement by the ACFPD.
  - (b). County shall indemnify and hold harmless ACFPD and its elected and appointed officials, officers, employees, attorneys, volunteers, and agents from and against any and all claims, actions, causes of action, demands, or liabilities of

whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges (collectively, "Claims") to the extent that such Claims arise out of or were caused by the negligence, gross negligence, or willful misconduct of County or from any breach of the Agreement by County.

### 23. Cooperation In The Event of Legal Challenge

(a). In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of, any provision of the Agreement, the Parties hereby agree to affirmatively cooperate in defending said action. The Parties desire to engage in an ongoing and joint effort to develop, facilitate, and cooperate in, their defense of the actions in a manner consistent with applicable law.

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

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

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

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

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

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

(h). Nothing herein is intended to nor shall be deemed to relieve the Parties from the indemnification terms set forth in Section 22 of this Agreement.

24. Assignment/Delegation. The Parties shall not assign or transfer any benefit or obligation of this Agreement without the prior written consent of all other Parties.

25. Notification to County Auditor-Controller/Treasurer/Tax-Collector. Immediately after the Effective Date of this Agreement, ACFPD and County shall furnish a fully executed copy of this Agreement to the County Auditor at the address listed below. Any Agreement amendment, upon it becoming effective, shall also be furnished to the County Auditor by ACFPD and County.

Napa County Auditor-Controller/Treasurer-Tax Collector  
1195 3rd St # B10  
Napa, CA 94559

26. Notification to County Local Agency Formation Commission. Immediately after the Effective Date of this Agreement, ACFPD and County shall furnish a fully executed copy of this Agreement to the Executive Officer of the Napa County Local Agency Formation Commission at the address listed below. Any Agreement amendment, upon it becoming effective, shall also be furnished to the County LAFCO by ACFPD and County.

Napa County Local Agency Formation Commission  
1754 2nd St Suite C  
Napa, CA 94559-2450  
Attention: Executive Officer

*Signatures on next page*

IN WITNESS WHEREOF, the parties have entered into this Agreement in American Canyon, California.

**AMERICAN CANYON FIRE PROTECTION DISTRICT**

**THE COUNTY OF NAPA**

By: \_\_\_\_\_  
Leon Garcia, Board President

By: \_\_\_\_\_  
Belia Ramos, Board Chair

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

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

**ATTEST:**

By: \_\_\_\_\_  
District Clerk

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

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
William D. Ross, District Counsel

By: \_\_\_\_\_  
Thomas Zeleny, Chief Deputy County Counsel

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

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