



AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD MEETING

AGENDA

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

April 25, 2023

6:30 PM

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

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: 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: 862 1469 2760 **Passcode:** 679117

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

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

AMERICANS WITH DISABILITIES ACT: The Board of Directors will provide materials in appropriate alternative formats to comply with the Americans with Disabilities Act. Please send a written

request to Fire Executive Assistant at 911 Donaldson Way E., American Canyon, CA 94503 or by email [here](#). Include your name, address, phone number and brief description of the requested materials, as well as your preferred alternative format or auxiliary aid, at least three calendar days before the meeting.

5:30 P.M. CLOSED SESSION

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

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.

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. Proclamation - David Medina for 26 years of dedicated service.**

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 Fire District Board Meeting of January 1, 2023.**
5. **Minutes of Fire District Board Meeting of February 28, 2023.**
6. **Minutes of Fire District Board Meeting of April 4, 2023 .**
7. **Report Upon Return from Closed Session; February 28, 2023 .**
8. **California Health and Safety Code 13146.2 and 13146.3.**
Recommendation: Adopt Resolution 2023-10 regarding the inspection of certain occupancies for which the American Canyon Fire Protection District is required to perform annual inspections pursuant to sections 13146.2 and 13146.3 of the California Health and Safety Code.
9. **Amended and Restated Joint Powers Agreement of Fire Risk Management Services (formerly Fire Agencies Self Insurance).**
Recommendation: Adopt a Resolution amending and restating Joint Powers Agreement of Fire Risk Management Services (formerly Fire Agencies Self Insurance).

PUBLIC HEARINGS

None

BUSINESS

10. **Mid-Year Budget**
Recommendation: Fiscal Year 2022-23 Budget Review and approve recommended budget adjustment.
11. **Ratify Resolution 2023-08**
Recommendation: Ratify Resolution 2023-08 requesting the Local Agency Formation Commission of Napa County to Initiate Proceedings for 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.
12. **2022 Annual Report**
Recommendation: Receive and file the American Canyon Fire Protection District 2022 Annual Report.

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 PROCLAMATION



HONORING FIRE CAPTAIN DAVID MEDINA FOR 26 YEARS OF DEDICATED SERVICE

- WHEREAS,** David Medina began his service as a Reserve Firefighter with the American Canyon Fire Protection District (District) on July 1, 1997; and
- WHEREAS,** Reserve Firefighter Medina’s dedication to the firefighting profession led to his full-time employment with the District on March 5th, 2001, where he immediately assumed the role of co-coordinator of the heavy rescue team; and
- WHEREAS,** Firefighter Medina’s commitment to excellence in Urban Search and Rescue team coordination helped the District become one of 13 OES recognized teams in California at the time, and
- WHEREAS,** Firefighter Medina assisted with the Fire Explorer program during 2008 – 2011; and
- WHEREAS,** Firefighter Medina was promoted to Fire Captain on November 23 2014; and
- WHEREAS,** Due to Captain Medina’s valuable education and experience in electronics, he managed the communications equipment, including pagers, phones, mobile apparatus, and the 2-way radios for the District; and
- WHEREAS,** During his 22 years of service, Captain Medina pursued professional development in areas such as Company Officer, Chief Officer, Paramedic, HAZMAT Specialist, and specialty classes in radiological, biological, and terrorist attack response; and
- WHEREAS,** Captain Medina has been a valued member of the American Canyon Team; his dedication to duty, professionalism and meritorious service have made a positive difference throughout his career;

NOW, THEREFORE, BE IT RESOLVED that I, Leon Garcia, Chairman of the Board of Directors of the American Canyon Fire Protection District hereby acknowledge and commend Fire Captain David Medina for all his contributions to the health, safety, comfort and quality of life to the citizens of American Canyon and congratulate him upon his retirement.

Leon Garcia, Chair of the Board

April 25, 2023

American Canyon Fire Protection District

Board Meeting

ACTION MINUTES

January 24, 2023

6:30 P.M. OPEN SESSION

CALL TO ORDER

Chair Garcia called the Meeting to Order at 6:31 p.m.

PLEDGE OF ALLEGIANCE

Chair Garcia led the Pledge of Allegiance

ROLL CALL

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

Absent: None

Excused: None

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

District Counsel, William D. Ross, provided an oral report on Closed Session. The Board convened in Open Session at 5:35 p.m. to address the matters in Closed Session and after ascertaining there were no comments, Closed Session adjourned at 5:36 p.m. Closed Session concluded at 6:23 p.m. With respect to Closed Session items agendaized, a written report will be provided upon return to Closed Session consistent with the provisions of Government Code Section 54957.1.

PROCLAMATIONS AND PRESENTATIONS

3. Fire Explorer Update

Firefighter Robert Rojas presented an update on the Fire Explorer Program. The presentation was received.

4. Proclamation recognizing the month of February 2023 as American Health Awareness Month.

Chairman Garcia presented the Proclamation to Firefighter Chad Pilkington. Firefighter Pilkington provided an update on CPR education that has been provided to the community of American Canyon.

Public Comment

Chair Garcia called for public comments. Written comments: none. Oral Comments: Justin Hamilton Hole and Beth Marcus. The public comments period was closed.

AGENDA CHANGES

There were no agenda changes.

CONSENT CALENDAR

Action: Motion to approve CONSENT CALENDAR made by Board Member Board Member Oro, seconded by Vice-Chair Washington, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Excused: None

5. **November 11, 2022 Minutes**

Action: Approved the Minutes of the Fire District Board Meeting of November 11, 2022.

6. **AB361 In Person and Remote Teleconferenced Meetings - January 24, 2023 - February 28, 2023**

Action: Adopted a Resolution reaffirming that, due to the continuing COVID-19 Pandemic, a local emergency exists, re-ratifying the Proclamation of a State of Emergency by Governor Newsom on March 4, 2020, and authorizing in-person and remote teleconferenced meetings of legislative and advisory bodies of the American Canyon Fire Protection District for the period of January 24, 2023 - February 28, 2023, pursuant to the Ralph M. Brown Act.

7. **Nationwide Pro-Account Sponsor Agreement**

Action: Adopted Resolution 2023-02 approving the Pro-Account Plan Sponsor Agreement with Nationwide Investment Advisors, LLC. an Ohio limited liability company, with Nationwide Retirement Solutions.

8. **Declare a 2015 Hyundai Tucson as surplus and authorize the disposal by sale or public auction**

Action: Adopted Resolution 2023-03, declaring a 2015 Hyundai Tucson as surplus and authorize the disposal by sale or public auction.

9. **Purchase six Motorola APX 8500 All-Band Mobile Radios with accessories for \$43,939.52 plus applicable taxes and shipping**

Action: Adopted Resolution 2023-04 authorizing the purchase of six Motorola APX 8500 All-Band Mobile Radios with accessories for \$43,939.52 plus applicable taxes and shipping.

PUBLIC HEARINGS

None

BUSINESS

10. Development Impact Fee Nexus Study.

Action: Adopted a Resolution accepting the development impact fee nexus study, imposing a Fire Capital Facilities Fee made by Board Member Oro, seconded by Board Member Aboudamous, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Excused: None

Fire Chief Geoff Belyea informed the Board of Directors regarding the special tax on new development that was approved by the voters in 1986 as a result of Proposition 13's impact on property tax. The tax has not been sufficient to cover the costs of running the fire department, particularly for capital improvements. The District contracted with Capitol PFG to conduct a study, known as a Nexus Study which examines existing and proposed new development. The study determined that the new proposed development fee is .98 per square foot should be implemented.

Development fees are necessary because the fees ensure that new development does not lead to a decline in services for existing residents/businesses. The new development will pay a proportional cost for services. The first step is for the Board of Directors to adopt a resolution. However, it should be noted that the Fire District does not have the authority to regulate land development. The next step would be to present the proposal to the City Council and the Napa County, as some parts of the District fall under the jurisdiction of the unincorporated county.

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

FIRE CHIEF ORAL REPORT

Chief Belyea informed the Board that the District is currently conducting assessments for the positions of Captain and Battalion Chief.

The District is currently compiling the information on the Annual Report, which will be presented at a subsequent meeting. Since 2020 the call volume has increased approximately 13%.

Chief Belyea expressed gratitude towards Firefighters Rojas and Pilkington for their successful management of several significant programs within the District. He acknowledged that the success of these programs reflects the engagement and dedication of all members of the District and thanked the entire membership for their contributions.

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

Chair Garcia stated that COAD (Community Organizations Active in Disaster) had their quarterly meeting last week. The focus of the meeting was on disaster preparedness.

Chair Garcia thanked CERT (Community Emergency Response Team) for providing assistance with traffic management during the recent rain storms.

ADJOURNMENT

Meeting was adjourned at 7:07 p.m.

CERTIFICATION

Geoff Belyea,
District Fire Chief/District Clerk

American Canyon Fire Protection District

Board Meeting

ACTION MINUTES

February 28, 2023

6:30 P.M. OPEN SESSION

CALL TO ORDER

Chair Garcia called the Meeting to Order at 6:32 p.m.

PLEDGE OF ALLEGIANCE

Chair Garcia led the Pledge of Allegiance

ROLL CALL

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

Absent: None

Excused: None

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

District Counsel, William D. Ross, provided an oral report on Closed Session. The Board convened in Open Session at 5:30 p.m. to address the matters in Closed Session and after ascertaining there were no comments Closed Session was adjourned. Closed Session concluded at 6:23 p.m. With respect to Closed Session items agendaized, a written report will be provided upon return to Closed Session consistent with the provisions of Government Code Section 54957.1.

PROCLAMATIONS AND PRESENTATIONS

3. Oath of Office and Badge Pinning for Fire Captain Chad Pilkington.

District Counsel, William D. Ross, administered the Oath of Office to Fire Captain Chad Pilkington.

Public Comment

Chair Garcia called for public comments. Written comments: None. Oral Comments: Fran Lemos and Powel Helems. The public comments period was closed.

AGENDA CHANGES

There were no agenda changes.

CONSENT CALENDAR

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

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

Nays: None

Abstain: None

Absent: None

Excused: None

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

Action: Adopt Resolution 2023-06, declaring the 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.**

Action: Approve the 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.**

Action: 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 ; before the Local Agency Formation Commission of Napa County.**

Chair Garcia called for public comment. Written comments: One: Ed Farver. Oral comments: none. The public comment period was closed.

A modified Resolution was presented by Legal Counsel, William D. Ross, to provide an additional recital reflecting the ownership of Green Island Property, LLC by communication dated February 27, 2023 supporting the District actions to proceed with annexation.

Action: Adopted 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 made by Board Member Joseph, seconded by Vice-Chair Washington, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Excused: None

Board Member Aboudamous attended the Board meeting via Zoom; however, she was unable to cast her vote due to communication difficulties via Zoom Communications.

FIRE CHIEF ORAL REPORT

Chief Belyea extended his congratulations to Fire Captain Chad Pilkington. Additionally, he made an announcement that the application period for the position of Firefighter/Paramedic is now open. The district anticipates that successful candidates will be ready to serve in June.

In another development, the district received some of the light vehicles that were approved by the Board from the Enterprise lease. Chief Campbell is currently overseeing the upfitting of these vehicles to ensure they will be service ready.

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

ADJOURNMENT

Meeting was adjourned at 7:22 p.m.

CERTIFICATION

Geoff Belyea,
District Fire Chief/District Clerk

CITY OF AMERICAN CANYON
SPECIAL AMERICAN CANYON FIRE PROTECTION DISTRICT MEETING

ACTION MINUTES

April 4, 2023

6:30 P.M. OPEN SESSION

CALL TO ORDER

The meeting was called to order at 6:34 p.m.

ROLL CALL

Present: Chair Leon Garcia, Board Member Mark Joseph, Board Member David Oro,
Vice Chair Pierre Washington

Absent: None

Excused: Board Member Mariam Aboudamous

CONSENT CALENDAR

1. Upfit leased light-duty vehicles

The Board received a staff report from Fire Chief Geoff Belyea. Chair Garcia opened public comments. Written comments: none. Oral comments: none. The public comment period was closed.

Action: Motion to adopt Resolution 2023-09 for the upfit of six leased light-duty vehicles with Wattco by Vice Chair Pierre Washington, seconded by Board Member David Oro and carried by unanimous vote.

Aye: Chair Leon Garcia, Board Member Mark Joseph, Board Member David Oro, Vice
Chair Pierre Washington

Nay: None

Excused: Board Member Mariam Aboudamous

ADJOURNMENT

The meeting was adjourned at 6:36 p.m.

CERTIFICATION

Respectfully Submitted,

Geoff Belyea,
District Fire Chief/District Clerk

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, CA 90025

File No: 199/3

April 7, 2023

VIA E-MAIL

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

Re: Report Upon Return from Closed Session; Regular Virtual Meeting of the
American Canyon Fire Protection District Board of Directors; February 28, 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 February 28, 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 agendized for Closed Session consideration.

There were two matters agendized 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 that provided by Government Code Section 54957(b).

The Honorable Leon Garcia, Chair
and Members of the Fire District Board of Directors
April 7, 2023
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With respect to the first matter considered under District Closed Session Agenda Item No. 2., there was no portable action under the common-law attorney-client privilege and that provided by Government code section 54956.9(d)(1).

With respect to the second matter considered under District Closed Session Agenda Item No. 2., there was a direction given (4-0), with Director Aboudamous absent because of technical difficulties with respect to Zoom participation and telephonic participation, not to proceed with an Application for Change of Organization in the form of annexation of Green Island Properties to the District before the Napa County Local Agency Formation Commission. It was determined that this action could be ratified at a future District meeting to allow participation by Director Aboudamous in the decision.

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 agendaized 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

California Health and Safety Code 13146.2 and 13146.3.

RECOMMENDATION

Adopt Resolution 2023-10 regarding the inspection of certain occupancies for which the American Canyon Fire Protection District is required to perform annual inspections pursuant to sections 13146.2 and 13146.3 of the California Health and Safety Code.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

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

During the calendar year of 2022, the District completed the annual inspection of eight (8) Group E & twenty-eight (28) Group R Occupancies. This is a compliance rate of 100% for this reporting period.

BACKGROUND AND ISSUES:

California Health & Safety Code Section 13146.4 was added in 2018 and became effective on September 27, 2018. California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the American Canyon Fire Protection District, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards.

California Health & Safety Code Section 13146.2 requires all fire departments, including the American Canyon Fire Protection District, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

This action has no financial impact to the District.

ENVIRONMENTAL REVIEW

Not Applicable

ATTACHMENTS:

1. [Resolution 2023-10](#)
2. [Attachment A. Required Inspections](#)

RESOLUTION NO. 2023-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT REGARDING THE ANNUAL INSPECTION OF CERTAIN OCCUPANCIES REQUIRED PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE.

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on September 27, 2018; and,

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the American Canyon Fire Protection District (“District”), that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided and,

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the District, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3 and,

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

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

A. **EDUCATIONAL GROUP E OCCUPANCIES:**

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the District, there lie ten (10) Group E occupancies, buildings, structures and/or facilities.

During calendar year 2023, the District completed the annual inspection of ten (10) Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100 % for this reporting period.

Additional items of note regarding this compliance rate can be found in the accompanying staff report for this resolution.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this Resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the District, there lie twenty-seven (27) Group R (and their associated sub-categories) occupancies of this nature.

During calendar year 2023, the District completed the annual inspection of twenty- seven (27) Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100 % for this reporting period.

Additional items of note regarding this compliance rate can be found in the accompanying staff report for this resolution.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 25th day of April 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel



BUSINESS INSPECTIONS REQUIRED BY SB 1205

From: 1/1/2022 To: 12/31/2022

Occupancy Use E			10
			<u>Completion Date</u>
2 ANDREW RD		Noah's Ark Christian School and Day Care	10/14/2022
60 BENTON		American Canyon Co-Op Pre-School	10/05/2022
120 AMERICAN CANYON RD	Suite: M9	Napa Valley Montessori	10/14/2022
202 TAPESTRY LANE	Suite: 150	Child Start Day Care Program	02/13/2022
300 BENTON WAY		American Canyon Middle School	11/14/2022
300 NAPA JUNCTION RD	Suite: 1	NCOE-Napa Junction Preschool	11/14/2022
430 DONALDSON WAY		Donaldson Way Elementary	10/25/2022
475 SILVER OAK TRAIL TR		Canyon Oaks Elementary School	10/25/2022
500 EUCALYPTUS DR		Napa Junction Elementary School	11/15/2022
3000 Newell DR		American Canyon High School	10/24/2022

Occupancy Use R - 1			3
			<u>Completion Date</u>
3600 HIGHWAY 29 HWY		Double Tree Inn	11/14/2022
3800 HIGHWAY 29 HWY		Fairfield Inn & Suites	11/14/2022
5001 MAIN ST		Holiday Inn	11/14/2022

Occupancy Use R - 2			7
			<u>Completion Date</u>
1 NATALIE		Valley View Apartments	11/08/2022
100 TOSCANA DR		Village at Vintage Ranch Apartments	12/28/2022
202 TAPESTRY LANE		Vinyard Crossing Apartments	11/04/2022
300 AMERICAN CANYON RD		American Canyon Apartments	12/06/2022
800 RELIANT WAY		Canyon Ridge Apartments	11/08/2022
941 DANROSE DR		Canyon Manor Apartments	03/13/2022
5500 EUCALYPTUS DR		The Lodge at Napa Junction	12/08/2022

Occupancy Use R - 3			4
			<u>Completion Date</u>
10 PALENCIA CT		Domingo Family Child Care Home - Guadalu	08/26/2022
16 MELVIN RD		Morofsky Family Child Care Home - Laura	09/14/2022
32 Alta Loma		Logan, Velda FCCH	09/29/2022
400 NORTHAMPTON DR		Monero Family Day Care	10/03/2022

Occupancy Use R - 3.1			10
			<u>Completion Date</u>
3 GADWALL CT		Core Arf Gadwall	09/29/2022
6 VIA PESCARA		RMB Home Care, Inc.	10/03/2022
39 VIA MARCIANA		American Canyon Villa	10/03/2022
161 SPIKERUSH CIR		Young at Heart Home Care	10/03/2022
215 CRAWFORD WAY		Brown Preschool - CLOSED	10/03/2022
230 ANDREW RD		Christohper House - CLOSED	10/03/2022
1088 DONALDSON WAY		Aging in the Bay 3	09/26/2022
1509 RIO GRANDE DR		Sacred Heart Care Home #1	08/26/2022
1513 RIO GRANDE DR		Sacred Heart Care Home #2	08/26/2022
2330 ELLIOTT DR		Griffin Family Care Home - Elliot	10/14/2022

		<u>Completion Date</u>
115 THAYER WAY	Greenhills Care Home	10/03/2022
126 JAMES RD	James Road House	10/04/2022
134 LANDANA DR	Saint Lucia Residential Care	09/06/2022

Total Inspections Assigned: 37

Total Inspections Completed: 60

Percentage of Inspections Completed: 162%



TITLE

Amended and Restated Joint Powers Agreement of Fire Risk Management Services (formerly Fire Agencies Self Insurance).

RECOMMENDATION

Adopt a Resolution amending and restating Joint Powers Agreement of Fire Risk Management Services (formerly Fire Agencies Self Insurance).

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The Fire Agencies Self Insurance System (FASIS) and Fire Districts Association of California Employment Benefits Association (FDAC EBA) have agreed to consolidate, effective July 1, 2023, to form Fire Risk Management Services (FRMS). FRMS will be a multi-line risk pool providing workers' compensation and employee benefits coverage to eligible fire districts in California.

The FASIS and FDAC EBA Consolidation Advisory Committee has been meeting regularly over the past twelve months to streamline the financial and administrative services via consolidation of the two programs. At the Special Board of Directors Meeting on February 22, 2023, the FASIS and FDAC EBA Boards unanimously approved the FRMS Amended and Restated Joint Powers Agreement (JPA).

The Joint Powers Agreement was created in accordance with Article 30 of the Fire Agencies Self Insurance System and may be amended at any time by the written approval of two-thirds (2/3) of the Member Districts signatory to it.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

There will not be a fiscal impact to the District.

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. [Resolution 2023-11 Amended and Restated Joint Powers Agreement](#)
2. [Amended and Restated Joint Exercise of Powers Agreement](#)

RESOLUTION NO. 2023-11

RESOLUTION OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT AUTHORIZING PARTICIPATION IN AND APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT OF THE FIRE RISK MANAGEMENT SERVICES JOINT POWERS AUTHORITY

WHEREAS, the Fire Agencies Self Insurance System (FASIS) was formed in 1984 for the purpose of jointly funding losses and providing risk management services to reduce such losses by and among California fire protection and community services districts; and

WHEREAS, the FDAC Employment Benefits Authority (FDAC EBA) was formed in 2005 to establish, operate, manage, and administer health and welfare benefit programs for the benefit of the existing and retired officers, employees and members of the legislative body of the California public agencies who are members of FDAC EBA; and

WHEREAS, following the exploration and in-depth analysis of a strategic partnership, the Board of Directors of FASIS and FDAC EBA directed the merger of the two programs, effective July 1, 2023, to provide comprehensive and cost-effective coverage programs through a responsive risk pool for fire service agencies; and

WHEREAS, FASIS and FDAC EBA have agreed that FASIS will change its name to Fire Risk Management Services (FRMS) and adopt an amended and restated joint exercise of powers agreement, and that FDAC EBA will assign its rights and liabilities to FRMS and adopt the same agreement as its own; and

WHEREAS, the amended and restated agreement allows FRMS to operate the programs previously operated by both FDAC EBA and FASIS, and admit members that would have been eligible to join either FDAC EBA or FASIS in the past; and

WHEREAS, American Canyon Fire Protection District is currently a member of both FASIS and FDAC EBA, and the District Board of American Canyon Fire Protection District finds it in the best interest of the American Canyon Fire Protection District to continue participating in and obtaining coverage and risk management services from FRMS; and

WHEREAS, FRMS requires the American Canyon Fire Protection District to pass a resolution expressing the desire and commitment of American Canyon Fire Protection District to approve the amended and restated joint exercise of powers agreement of FRMS and continue participation in FRMS, which requires a new three-year minimum participation period.

NOW, THEREFORE, BE IT RESOLVED that the District Board of the American Canyon Fire Protection District approves the Amended and Restated Joint Exercise of Powers Agreement for FRMS, as presented; and

BE IT FURTHER RESOLVED that the District Board authorizes the Fire Chief to sign the Amended and Restated Joint Exercise of Powers Agreement that shall enable the American Canyon Fire Protection District to continue participating in the joint self-insurance and risk management programs provided by FRMS.

PASSED, APPROVED and ADOPTED at a regular scheduled meeting of the District Board of the American Canyon Fire Protection District held on the 25th day of April, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel

**AMENDED AND RESTATED JOINT POWERS AGREEMENT
OF FIRE RISK MANAGEMENT SERVICES
(Formerly Fire Agencies Self Insurance System (FASIS))**

This Amended and Restated Joint Powers Agreement of Fire Risk Management Services (“FRMS”) (“Agreement”), formerly known as the Fire Agencies Self Insurance System (“FASIS”) is made and entered into by and among the public agencies organized and existing under the laws of the State of California who have or may hereafter execute this Joint Powers Agreement (the “Members”) pursuant to the authority conferred by Government Code Section 6500 et seq.

RECITALS

WHEREAS, each of the Members who have executed this Agreement is a “public agency” as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Labor Code Section 3700 (c) authorizes public agencies, including members of a pooling arrangement under a joint powers authority, to fund and self-insure for their Worker’s Compensation claims liability; and

WHEREAS, California Government Code Section 990.4 provides that a local public agency may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, California Government Code Sections 989 and 990 authorize a local public agency to self-insure itself and its employees against tort and inverse condemnation liability; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public agencies may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, California Government Code Section 990.6 provides that the cost of such insurance or self-insurance is an authorized and appropriate expenditure of public funds; and

WHEREAS, California Government Code Sections 53200, 53201(a), 53202, 53202.2, 65205, 53205.1, 53205.16, 53206, 53208 and Health and Safety Code Section 13800 et seq. provide that a local public agency may provide for any health and welfare benefits for the benefit of its existing and retired officers, employees, and members of its legislative body, which health and welfare benefits include, but are not limited to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding; and

WHEREAS, Government Code Section 53202 states that in providing such health and welfare benefits, a public agency may approve self-funded plans or may contract with one or more admitted insurers, health service organizations or legal service organizations for such plans of health and welfare benefits as the public agency determines to be in the best interest of the public agency and its existing and retired officers, employees and legislative body; and

WHEREAS, Government Code Section 53205 provides that the legislative body of a public agency may expend public agency funds for the premiums, dues or other charges for health and welfare benefits of its existing and retired officers, employees, and members of its legislative body; and

WHEREAS, each of the Members which are parties to this Agreement desire to join together with other Members in order to collectively establish, operate, manage, administer and fund programs of insurance and/or self-insurance for workers' compensation benefits, employment benefits, general liability, property damage, and other coverages to be determined; and

WHEREAS, each of the Members which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to utilize any power common to them, and all those powers available to a Joint Powers Authority pursuant to the Joint Powers Act at Government Code Section 6500 et seq. (the "Act"), to fulfill the purposes of this Agreement specified in Section 3 hereof, including establishing pools for self-insured losses and purchasing excess or re-insurance and administrative services in connection with the Joint Protection Programs (the "Coverage Programs") for the collective benefit of the Members; and

WHEREAS, certain Members have previously executed that certain Amended Joint Powers Agreement of FASIS dated October 13, 2005 (the "FASIS JPA"), which agreement such Members desire to amend and restate by this Agreement; and

WHEREAS, this Amendment and Restatement is intended to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs by amending and restating its existing Joint Powers Agreement to this Agreement; and

WHEREAS, the governing body of each Member has determined that it in the best interests of the Member, and in the public interest, to execute this Agreement and participate in FRMS as a Member;

WHEREAS, it is to the mutual advantage of and in the best interest of the parties to this Joint Powers Agreement to continue and expand this Joint Powers Authority for the purposes stated.

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

SECTION 1: **DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement:

1. “Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended.
2. “Administrator” shall mean the employee or third-party contractor who is appointed by the Board of Directors to manage the business and affairs of FRMS under the policy direction of the Board of Directors.
3. “Assessment” means an amount additional to a Member’s initial contribution or annual contribution, which the Board of Directors determines, in accordance with this Agreement and/or the Bylaws, that a Member or Former Member owes on account of its participation in a Coverage Program for a given Program year.
4. “Board of Directors” or “Board” shall mean the governing body of FRMS.
5. “Bylaws” means the Bylaws of FRMS adopted by the Board of Directors, as they may be amended from time to time.
6. “Claim” shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Coverage Programs approved by the Board of Directors.
7. “Contribution” shall mean the amount determined by the Board of Directors to be the appropriate sum of money which a Member must pay at the commencement of or during a Program Year in exchange for the benefits provided by a Coverage Program.
8. “Coverage Program” shall mean the specific type of Joint Protection Program as set forth in the terms, conditions and exclusions of the Coverage Documents for insured or self-insured losses, and the purchasing of excess or re-insurance and administrative services with respect to such losses. On the effective date, FRMS will operate two (2) Coverage Programs, the Workers’ Compensation Coverage Program for workers’ compensation claims, and the Employment Benefits Coverage Program for claims related to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits. FRMS may add additional programs later.
9. “Coverage Documents” shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Coverage Program.

10. "District" shall mean a special district and political subdivision of the State of California as defined in Government Code Section 56000 et seq.
11. "Duly Constituted Board Meeting" shall mean any meeting of the Board of Directors noticed and held pursuant to the Ralph M. Brown Act and at which a quorum is determined to be present at the beginning of said meeting.
12. "Estimated Contribution" shall mean the amount which the Board of Directors estimates will be the appropriate contribution for a Member's participation in a Coverage Program for a Program Year.
13. "Excess or Re-Insurance" shall mean that insurance that may be purchased on behalf of FRMS and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses in a particular Coverage Program during a Program Year in excess of any self-insured retention maintained by FRMS for that Coverage Program.
14. "Fiscal Year" shall mean that period of 12 months which is established by the Board of Directors as the fiscal year of FRMS.
15. "Former Member" shall mean a Member which was a signatory to this Agreement (or the prior FASIS Agreement) but which has withdrawn from, or been involuntarily terminated from participation in FMRS.
16. "Joint Protection Program" shall mean a Coverage Program offered by FRMS, separate and distinct from other Coverage Programs, wherein Members shall jointly pool their losses and claims, jointly purchase excess or re-insurance and administrative and other services including claims adjusting, data processing, risk management consulting and brokerage, loss prevention, legal, accounting and auditing and related services.
17. "Member" shall mean a public agency which has signed this Agreement, which qualifies as a Member under the provisions of this Agreement and the Bylaws, and which has been approved for membership by the Board of Directors.
18. "Memorandum of Coverage" shall mean a document issued by FRMS for each Coverage Program specifying the coverages and limits provided to the Members participating in that Coverage Program.
19. "Pooling" shall mean group self-insurance as permitted by Government Code Section 990.8, Labor Code Section 3700 and Government Code Section 53202.
20. "Program Year" shall mean a 12-month period of time determined by the Board of Directors, during which a particular Coverage Program is in effect.

21. "Retained Earnings" shall mean an account reflecting the accumulated earnings of a Coverage Program after payment of all losses, expenses and obligations of that Coverage Program.
22. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insurance retention levels and the amount of reserves for potential claims.

SECTION 2:
FRMS AS SUCCESSOR TO AND EXPANSION OF FASIS

FASIS was originally formed on July 1, 1984, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide a program of pooling of self-insured workers' compensation losses of its members, which members were defined as California fire protection districts formed and operating under the provisions of California Health and Safety Code Section 13800 et seq. and California community services districts providing fire suppression and emergency services formed and operating under the provisions of California Government Code Section 61000, et seq. FASIS has continued to provide this self-insurance program up to the effective date of this Agreement.

As of the effective date of this Agreement, the Fire Agencies Self Insurance System shall be known as Fire Risk Management Services, referred to herein as FRMS. Pursuant to Government Code Sections 6506 and 6507, from its inception, FRMS has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by its Board of Directors ("Board").

FDAC EBA was originally formed on July 1, 2005, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide employment benefits programs including medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding, to any California public agency including special districts, cities, and joint powers authorities which were formed with the power to provide fire suppression and emergency services. FDAC EBA has continued to provide this employment benefits program up to the effective date of this Agreement.

This Agreement is being amended and restated in part to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs. Accordingly, as of the effective date of this Agreement, the membership of FRMS shall consist of the members of FASIS, as well as the members of FDAC EBA that have approved this Agreement. Future membership in FRMS is open to public agencies throughout California that meet the membership requirements specified herein and in the Bylaws and are approved for membership by the Board of Directors.

SECTION 3: PURPOSE

This Agreement is entered into by the Members pursuant to Government Code Sections 989, 990, 990.4, 990.6, 990.8, 52200 et seq., 6500 et seq. and Labor Code Section 3700, et seq., in order to provide, subject to the Coverage Documents, workers' compensation and employment benefits coverages, and/or coverages for other risks which the Board of Directors may determine.

Additional purposes of this Agreement are: (1) to reduce the amount and frequency of losses, and to decrease the costs incurred by Members in the handling and litigation of claims; (2) to expand the breadth and reduce the costs of health and welfare benefits including, but are not limited to medical, hospital, surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding. These purposes shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public entity, Fire Risk Management Services ("FMRS") to establish and administer Coverage Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide for the inclusion at subsequent dates of such additional Members organized and existing as California public agencies as may desire to become parties to this Agreement and Members of FRMS, subject to approval by the Board of Directors.

SECTION 4: MEMBERSHIP

Each Member which is a party to this Agreement must be a public agency which is duly organized and existing under the laws of the State of California with the power to provide at least one of the following services: (1) fire suppression services, (2) emergency medical services, including emergency disease response, prevention and control services; (3) hazardous material response services (4) medical transport and/or ambulance services, including emergency transportation services (5) rescue services; (6) any other emergency response services provided pursuant to the California Emergency Services Act (Government Code Section 8550 et seq.). "Emergency" is defined as any condition of disaster or of extreme peril to the safety of persons and/or property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, plant or animal infestations or disease, earthquake, terrorism, or sudden and severe energy shortage. Each Member must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

There shall be two (2) classes of Membership: (1) Voting Members; and (2) Non-voting Members. Voting Members shall be public agencies organized as a fire protection district formed and operating pursuant to the terms of California Health and Safety Code Section 13800 et seq. All other Members shall be Non-voting Members.

The rights and obligations of Voting Members shall be as described in the Bylaws.

SECTION 5:
PARTIES TO AGREEMENT

Each Member which has signed this Agreement certifies that it intends to and does contract with FRMS, and with all other parties who have signed this Agreement, and, in addition, with such other parties which may later be added as a party to and may sign this Agreement. Each party to this Agreement, which has or may hereafter sign this Agreement, also certifies that the withdrawal of any party from this Agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor such party's intent to contract with the other remaining parties to this Agreement.

SECTION 6:
TERM OF AGREEMENT

This Agreement shall become effective as to existing Members of FASIS on the later of July 1, 2023, or the date on which the last of two-thirds of such Members have executed this Agreement ("effective date"). This Agreement shall become effective as to existing Members of FDAC EBA on the later of July 1, 2023 or the date on which two-thirds of its members have executed this Agreement.

This Agreement shall become effective as to each new Member upon: (1) approval of its membership by the Board of Directors of the FRMS; (2) execution of this Agreement by the new Member and by FRMS; and (3) by payment by the new Member of its initial contribution for participation in one of the Coverage Programs offered by the FRMS.

SECTION 7:
POWERS OF FRMS

FRMS shall have all the powers common to its Members and all additional powers set forth in the Joint Powers Authority Act, and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of FRMS, or which were entered into by a Member or Former Member prior to joining FRMS, and to acquire assets, incur liabilities, and resolve and make claims;
- (2) to accept an assignment from the FDAC EBA of all its assets, obligations and liabilities (including claims and contracts in existence at the time of consolidation) in order to benefit the Members and Former Members participating in the FDAC EBA employment benefits coverage program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be commingled and shall be separately accounted for as provided in this Agreement and the Bylaws;

- (3) to incur debts, liabilities or other obligations; including those which are not debts, liabilities or other obligations of the Members or Former Members, or any of them;
- (4) to charge and collect Contributions and Assessments from Members or Former Members for participation in a Coverage Program;
- (5) to employ agents and employees and/or to contract for services from third-party consultants;
- (6) to receive grants and donations of property, funds, services, and other forms of assistance from persons, firms, corporations and government entities;
- (7) to acquire, hold, lease or dispose of property, funds, contributions, donations, and any other forms of assistance from persons, firms, corporations and government entities;
- (8) to acquire property by gift, grant, exchange, devise, or purchase;
- (9) to hold, lease, convey, sell, encumber, or dispose of property;
- (10) to sue and to be sued in its own name;
- (11) to issue or caused to be issue bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted by law by Articles 2 and 4 of the Act or otherwise, including, but not limited to, bonds or other evidences of indebtedness issued on behalf of FRMS or its Members;
- (12) to obtain in its own name all necessary permits, licenses, opinions and rulings;
- (13) whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which FRMS is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations;
- (14) to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of Members or Former Members, or otherwise authorized by law or the Act; and
- (15) to exercise all powers and perform all acts as otherwise provided in the Bylaws.

Said powers shall be exercised pursuant to the terms hereof, and in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

SECTION 8:
BOARD OF DIRECTORS

All powers of FRMS shall be exercised by, and its property controlled and its affairs conducted by and through its Board of Directors. Said Board of Directors is hereby designated as the agency to administer and execute this Agreement pursuant to Government Code Section 6506.

The Board of Directors shall be composed of no more than fifteen (15) and no less than eleven (11) individuals, each of whom is elected by a majority vote of Voting Members participating in a Coverage Program, as specified in the Bylaws. Each member of the Board of Directors shall have one vote. The terms for Directors, procedures for electing Directors, and the composition of the Board of Directors shall be as set forth in the Bylaws. The Board of Directors shall have the authority to conduct all business and govern all affairs of this Joint Powers Authority under the provisions hereof and pursuant to law and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

SECTION 9:
POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have such powers as provided in this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to the following:

- (a) Exercise all powers and conduct all business of this Joint Powers Authority.
- (b) Determine the details of and select the Coverage Programs to be offered by FRMS;
- (c) Provide for and develop various services including, but not limited to, financial administration, insurance consulting and brokerage services; claims adjustment services, loss control and risk management services; accountancy, auditing and actuarial services; and legal and legislative advocacy services, either through its own employees or contracts with third parties.
- (d) Appoint and provide policy direction to the Administrator, appoint committees, appoint staff, and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority.
- (e) Determine and purchase all necessary insurance coverage, including Excess insurance, Re-insurance, liability insurance, director's and officer's liability insurance, and such other insurance as FRMS may deem necessary or proper to carry out the Coverage Programs offered by the Authority, and to protect the employees of FRMS and the employees of the Members.
- (f) Fix and collect Contributions and Assessments from participating Members in consideration for participation in the Coverage Programs offered by FRMS.

- (g) Deposit all funds received in appropriate separate bank accounts in the name of Fire Risk Management Services.
- (h) Invest funds on hand in any manner authorized by law for the investment of funds of a public agency.
- (i) Direct the payment, adjustment, compromise, settlement and defense of all claims as provided for in the Coverage Documents involving a Member during their period of membership in and participation in a Coverage Program.
- (j) Expend funds of FRMS only for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may hereafter be amended.
- (k) Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds of the FRMS.
- (l) Acquire property by gift, grant, exchange, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all property necessary or appropriate to carry out the powers and operations of FRMS.
- (m) Establish policies and procedures for the operation of FRMS.
- (n) Enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of FRMS.
- (o) To prepare the annual operating budget of FRMS for each fiscal year.
- (p) To engage, retain and discharge agents, representatives, firms or other organizations as the Board of Directors deems necessary for the administration of FRMS.
- (q) To exercise general supervisory power and policy control over the Executive Director.
- (r) To transact any other business which is within the powers of the Board of Directors.
- (s) Elect officers of FRMS.

SECTION 10:
OFFICERS

The officers of FRMS shall consist of the President, Vice President, Secretary, Treasurer, Assistant Treasurer, and Administrator. The position of Treasurer shall be filled by a person who either is the treasurer of a Member, a certified public accountant, or one of the officers, employees, or contracted consultants of FRMS. The Treasurer shall have no vote unless the Treasurer is also a Director.

The Treasurer shall serve at the discretion of the President. The Treasurer shall be the depository of and have custody of all the funds of FRMS, from whatever source. The Treasurer shall comply with the duties and responsibilities of the office as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5 of the Government Code. The Board shall require the Treasurer to file with FRMS an official bond in the amount to be fixed by the Board. FRMS shall pay the cost of bond premiums required by this section.

In lieu of the designation of a treasurer and auditor as set forth in Government Code Section 6505.5, FRMS elects to appoint the Treasurer of FRMS to said positions under the provision of Government Code Section 6505.6. FRMS further elects to be governed by and incorporates herein all other provisions contained within Government Code Section 6505.6, including but not limited to the requirement that the Treasurer shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505. The treasurer, or the treasurer's designee, shall maintain or cause to be maintained all accounting or other financial records FRMS and shall file all financial reports required of FRMS and shall perform such other duties as the Board may specify.

All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws.

**SECTION 11:
RESTRICTIONS ON POWER**

Such powers enumerated in Section 8 hereof are subject to the restrictions upon the manner of exercising power by the California public agency which is a Member and which is named in the Bylaws, pursuant to California Government Code Section 6509.

**SECTION 12:
COMPLIANCE WITH THE BROWN ACT**

All meetings of the Board, including regular, adjourned regular and special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 et seq.

**SECTION 13:
BYLAWS**

The Board shall promulgate Bylaws to govern day-to-day operations of FRMS. The Board may amend the Bylaws from time to time as provided for in the Bylaws. The initial Bylaws of FRMS, a copy of which is attached hereto and marked Exhibit A, are hereby adopted as the initial Bylaws of FRMS. Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all the terms and conditions of this Agreement and of said Bylaws as they now exist or may hereafter be amended, and agrees that any violation of the Bylaws shall be a violation of this Agreement. FRMS shall operate and conduct its business and affairs pursuant to the terms of

this Agreement and said Bylaws. In the event any provisions of the Bylaws conflict with a provision of this Agreement, the provision contained in this Agreement shall control.

SECTION 14: COVERAGE PROGRAMS

FRMS shall maintain such types and levels of coverage for Coverage Programs as determined by the Board of Directors. The coverage afforded under one or more Coverage Programs may include protection for workers' compensation liability, employment health and welfare benefits, and any other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Coverage Program. FRMS shall describe the coverage and operation of each Coverage Program in writing utilizing documents such as Memorandums of Coverage, Master Program Documents, or other written policies and procedures.

The Board of Directors may arrange for purchase of Excess or Re-insurance. FRMS shall not be liable to any Member or to any other person or organization if such excess or re-insurance policies are terminated, cancelled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type or amounts of coverage afforded under a Coverage Program by reason of any change in coverage in a succeeding excess or re-insurance policy, even if such reduction occur without prior notice to one or more Members.

SECTION 15: IMPLEMENTATION OF THE COVERAGE PROGRAMS

The Board of Directors shall establish the coverage afforded by each Coverage Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of Claims, and specify the amounts and types of Excess or Re-insurance to be obtained. The Contributions and Assessments for each Coverage Program shall be determined by the Board of Directors as set forth herein, in the Bylaws, or in the controlling documents for each Coverage Program.

SECTION 16: ACCOUNTS AND RECORDS

- (a) **Annual Budget.** FRMS shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Coverage Program.
- (b) **Funds and Accounts.** FRMS shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Coverage Program. Books and records of FRMS shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.
- (c) **Investments.** Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, FRMS shall have the power to

invest any money in the treasury that is not required for the immediate necessities of FRMS, as the Board determines advisable, in the same manner as local agencies pursuant to Government Code Section 53601 et seq. as such provisions may be amended or supplemented.

- (d) **No Commingling.** The funds, reserves, and accounts of each Coverage Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of FRMS not related to a specific Coverage Program may be fairly and equitably allocated among Coverage Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but separate accounting shall be made for balances of individual funds and Coverage Program revenues and expenses.
- (e) **Annual Audit.** The Board shall provide for a certified, annual audit of the accounts and records of FRMS, in the manner prescribed in the Bylaws.

**SECTION 17:
SERVICES PROVIDED BY FRMS**

FRMS may provide, in the discretion of the Board of Directors, the following services in connection with this Agreement:

- (a) To provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as Excess or Re-insurance and umbrella insurance, by negotiation, bid or purchase;
- (b) To assist Members in obtaining insurance coverage for risks not included within the coverages of FRMS;
- (c) To assist risk managers with the implementation of risk management functions as they relate to risks covered by the Coverage Programs offered by FRMS;
- (d) To provide loss control and safety consulting services to Members;
- (e) To provide claims adjusting and subrogation services for Claims covered by the Coverage Programs;
- (f) To provide loss analysis and control through the use of statistical analysis, data processing, and record and file retention services, in order to identify high exposure operations and to evaluate proper levels of self-insured retention and deductibles;
- (g) To conduct risk management and claims audits relating to the participation of Members in the Coverage Programs;
- (h) To provide such other services as deemed appropriate by the Board of Directors.

SECTION 18:
RESPONSIBILITIES OF MEMBERS

Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in a Coverage Program, or membership in FRMS:

- (a) Each Member shall designate an individual to be responsible for the risk management functions within that Member and to serve as a liaison between the Member and FRMS as to risk management.
- (b) Each Member shall consider all recommendations of FRMS concerning unsafe practices and/or hazard mitigation, and each Member participating in the Workers' Compensation Coverage Program shall implement and maintain an injury and illness prevention program as required by the California Labor Code within ninety (90) days of inception into program.
- (c) Each benefits program Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Coverage Program in which it participates to assure accuracy of FRMS' loss reporting system, unless it is deemed no longer necessary by the Board of Directors;
- (d) Each Member participating in the Workers' Compensation Program shall report job-related accidents or illnesses to the appropriate claims administrator as soon as practicable after notification of the accident or illness, and no later than 48 hours after notification, shall use the format specified by the claims administrator when making job-related accident reports, and make any other required notifications to government agencies, including Cal-OSHA, when required;
- (e) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified time period set forth in the invoice, or as otherwise set forth in the Bylaws. After withdrawal or termination, each Former Member or its successor shall promptly pay to FRMS its share of any additional Contributions, adjustments or Assessments, if any, as required of it by the Board of Directors;
- (f) Each Member or Former Member shall provide FRMS with such other information or assistance as may be necessary for FRMS to carry out the Coverage Programs in which the Member or Former Member participates or has participated;
- (g) Each Member or Former Member shall in any and all ways cooperate with and assist FRMS and any insurer of FRMS, in all matters relating to this Agreement and covered Claims;
- (h) Each Member or Former Member shall comply with all Bylaws, rules, regulations and operating policies and procedures adopted by the Board of Directors.

**SECTION 19:
NEW MEMBERS**

FRMS shall allow entry into its Coverage Programs of new Members, only upon approval of the Board of Directors, with any conditions or limitations that the Board deems appropriate. In order to become a Member and remain a Member, any public agency must participate in at least one Coverage Program, pay the Contributions required for such participation, and shall be authorized to exercise the common powers set forth in this Agreement.

**SECTION 20:
WITHDRAWAL**

Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

- (a) The Member has been a party to this Amended and Restated Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;
- (b) The Member submits at least 90 (ninety) days signed written withdrawal notification in accordance with the Bylaws;
- (c) In order to withdraw from the Agreement, the Member must have completed the three (3) full Program Year participation requirement for each Coverage Program in which the Member participated at the time of withdrawal.

Any Member may voluntarily withdraw from any particular Coverage Program only at the end of any applicable Program Year and only if:

- (a) The Member has participated in a Coverage Program for at least three (3) full Program Years;
- (b) The Member is a participant in another Coverage Program; and
- (c) The Member submits at least ninety (90) days signed written withdrawal notification in accordance with the Bylaws.

In the event that the three (3) year participation requirement for any Coverage Program has not been met, for each Coverage Program the withdrawing Member participated in at the time of withdrawal for less than three (3) years, such withdrawing Member shall be obligated to pay all Contributions and Assessments as if that Member had remained in such Coverage Program for the required three (3) full years.

In the event the notice of withdrawal is not provided as required above, any such withdrawing Member shall, with respect to each Coverage Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.

A Member may not withdraw as a party to this Agreement until it has withdrawn from all of the Coverage Programs of FRMS as provided herein and in the Bylaws.

SECTION 21:
EXPULSION

FRMS shall have the right to expel any Member's participation in a Coverage Program, or expel a Member from FRMS, for violation of the terms of this Agreement, the Bylaws, or any other rule, regulation or operational policy adopted by the Board of Directors of FRMS, in the manner provided for in the Bylaws.

The participation of any Member of FRMS, including participation in any of FRMS' Coverage Programs, may be expelled in the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. Any such expulsion shall not relieve the Member or Former Member of its membership responsibilities specified in this Agreement.

SECTION 22:
EFFECT OF WITHDRAWAL OR EXPULSION

The withdrawal from or expulsion of any Member from this Agreement shall not be construed as a completion of the purpose of the Agreement, nor shall it terminate this Agreement. Any Member that withdraws or is expelled after the effective date of this Amended and Restated Agreement shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to FRMS, or to any return of any loss reserve contribution, or to any distribution of assets.

The withdrawal from or expulsion of any Member from any Coverage Program shall not terminate its responsibilities to pay its unpaid Contributions, adjustments, or Assessments to such Coverage Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of Contributions or Assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made until all Claims or other unpaid liabilities of that Coverage Program have been finally resolved.

SECTION 23:
TERMINATION OF FRMS AND DISTRIBUTION

This Agreement may be terminated at any time with the written consent of two-thirds of the then participating Members; provided, however, that FRMS and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of all assets, and all other functions necessary to wind up the affairs of the Authority.

The Board of Directors is vested with all powers of FRMS for the purposes of winding up and dissolving the business affairs of FRMS. These powers include the power to require Members or Former Members who were signatories to this Agreement at the time the subject Claims were

incurred, to pay any Assessments in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws.

Upon termination of a Coverage Program, all net assets of such Coverage Program other shall be distributed only among Members that are participating in such Coverage Program at the time of termination, in accordance with and proportionate to their Contributions, adjustments, and Assessments paid less claims or losses paid during the period of that Member's participation in the Coverage Program. The Board of Directors shall determine the distribution in the manner specified in the Bylaws.

Upon termination of this Agreement, all net assets of FRMS, other than the net assets of any Coverage Program distributed as provided above, shall be distributed only among Members in good standing at the time of such termination in accordance with and proportionate to each such Member's contributions made and claims or losses paid, as permitted by Government Code Section 6512.2. The Board of Directors shall determine such distribution in the manner specified in the Bylaws.

In lieu of terminating this Agreement, the Board may, with the written consent of two-thirds of the Voting Members, elect to assign and transfer all rights, assets, liabilities and obligations of FRMS to a successor joint powers authority created under the Act.

SECTION 24: AMENDMENTS

This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Members then parties to this Agreement. Upon signature of any amendment by two-thirds of the then participating Members, any Member failing or refusing to sign such amendment may be involuntarily terminated as a party to this Agreement as provided in the Bylaws.

SECTION 25: ENFORCEMENT

FRMS is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any Member which has signed this Agreement, the Member agrees to pay such sums as the court may fix as attorney fees and costs in said action.

SECTION 26: NON-LIABILITY OF MEMBER AGENCIES

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the FRMS shall not be the debts, liabilities or obligations of the Members which are parties to the Agreement. Nothing in the Joint Powers Agreement or in the Bylaws adopted pursuant thereto shall be construed as imposing liability upon any Member, or any officer, employee or member of the legislative body thereof, for the payment of any Claims incurred in any of the Coverage Programs

offered by FRMS to its Members, the sole recourse of claimants being against funds of those insurance programs and/or self-funded programs administered by the FRMS for the payment of such benefits.

SECTION 27:
NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR,
AGENTS AND EMPLOYEES

The Board of Directors, officers, Administrator, agents, and employees of FRMS shall not be liable to FRMS, to any Member or Former Member, or to any other person for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any director, officer, administrator, agent, or employee, or independent contractor; for loss incurred through the investment or failure to invest funds; or loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, administrator, agent, or employee. No director, officer, administrator, agent, or employee, including former directors, officers, administrators, agents or employees, shall be liable for any action taken or omitted by any other director, officer, administrator, agent, or employee.

SECTION 28:
INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES

As a public entity, FRMS shall defend and shall indemnify and hold harmless its directors, officers, and employees, including former directors, officers and employees, from any and all claims, demands, causes of action, liability, losses and damages arising out of the performance of their duties as such directors, officers and employees of FRMS, except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of FRMS shall be used for such purposes. FRMS may purchase conventional insurance to protect FRMS, and its Members and Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

SECTION 29:
ADMINISTRATION OF PREEXISTING OBLIGATIONS

- (a) All liabilities and obligations of FASIS existing prior to the effective date of this Amended and Restated Agreement will be administered under the terms and conditions of the FASIS Agreement as it existed prior to the effective date.
- (b) All assets of FRMS existing prior to the effective date shall be reserved by FRMS for the sole purpose of administering the preexisting obligations under the FASIS Agreement.
- (c) The Board shall appoint a committee made up of representatives of Members that were Members of FASIS prior to the effective date to make recommendations to the Board regarding the administration of the preexisting obligations under the FASIS Agreement.

As to specific agenda items relating to such matters, only Directors representing Members who were members of FASIS prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FASIS prior to the effective date.

- (d) In the event that FDAC EBA assigns its rights, assets, liabilities and obligations to FRMS, any assets of FDAC EBA that are assigned to FRMS shall be used exclusively for the purpose of administering the obligations of FDAC EBA. In the event of such assignment, the Board shall appoint a committee made up of representatives of Members that were Members of FDAC EBA prior to the effective date to make recommendations to the Board regarding the administration of FDAC EBA's obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of FDAC EBA prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FDAC EBA prior to the effective date.

SECTION 30:
MISCELLANEOUS PROVISIONS

- (a) This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of the Authority and to the successors in interest of each Member in the same manner as if such parties had been expressly named herein.
- (b) This Agreement shall be governed by the law of the state of California. This Agreement together with the documents incorporated into the Agreement by reference constitute the entire Agreement between the parties regarding its subject matter. There are no oral understandings or agreements not set forth in writing herein.
- (c) If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.
- (d) No person or organization or entity shall be entitled to assert the rights of any Member or Former Member under any Coverage Document or Coverage Program. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member or Former Member shall have any right, claim or title to any part, share, interest, fund, contribution or asset of FRMS.

SECTION 31:
EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

American Canyon Fire Protection District
(Agency Name)

Date: 4/25/23

By: _____
Name/Title



TITLE

Mid-Year Budget

RECOMMENDATION

Fiscal Year 2022-23 Budget Review and approve recommended budget adjustment.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

BACKGROUND

Last September, the Fire District Board of Directors adopted final capital and operating budgets for fiscal year 2022-23 that reflected the Board's commitment to providing the community of American Canyon with an increased level of emergency services while also keeping the District on a fiscally sustainable path moving forward. In response to Board policies and direction, the current budget provides for enhancements to emergency services, while responsibly paying down long-term liabilities and maintaining a prudent level of operating and capital reserves, which the District is able to achieve in large measure due to the collaborative efforts of the Board, management and the employees in addressing both the immediate and longer-term fiscal challenges of the District. As a result of these significant efforts, along with a sustained rebound in property values, the District remains on sound financial footing, in line with the Board's long-range strategic goals.

As a reminder, the 2022-23 final budget included funding for two Chief positions, two administrative assistant positions, and continuation of the current "6-0" firefighter/paramedic deployment model: six firefighters on per shift; eighteen to cover all three shifts. The 6-0 staffing model is needed to keep two Advanced Life Support (ALS) engine companies fully staffed and in service on a 24-7-365 basis. The final budget also included funding for the establishment of two Battalion Chief (BC) positions to enhance daily operations and provide on scene command presence. After final budget adoption, the Board authorized the filling of the two BC positions with the ultimate goal of hiring a third BC position if/when funding becomes available.

FY 2022-23 MID-YEAR BUDGET REVIEW

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

operating results compare with the adopted budget, and whether any budget adjustments are necessary. Attached for your review and consideration are financial summaries comparing actual results for 2021-22 with the 2022-23 budget and updated projections for the General Fund, Fire Mitigation Fee Fund, and the Fleet, Facilities & Equipment Capital Fund based upon actual operating results for the first half of the year. Also included is a revised long-term forecast that incorporates the updated financial information.

Overall, the financial outlook for the District remains on track with earlier projections. The long-range fiscal model has been updated with current operating results. The fiscal model was further updated to include projected property tax revenue from planned commercial development as well as adding the third BC position beginning January 1, 2024. The updated fiscal model suggests that with the projected tax revenue from new development, the District is able to sustain the added BC positions and remain in a fiscally viable position consistent with Board direction.

GENERAL OPERATIONS FUND (Fund 810)

Revenues are now projected at \$6,811,000; an increase of \$86,000 over the final 2022-23 budget amount. The increase is attributable to higher investment returns, plan review fees and reimbursements for training and workers' compensation costs. Property tax and fire assessment fee revenues are expected to remain on target with the budgeted amount of \$5,545,000 million and \$755,000, respectively.

Expenditures are now projected at \$6,776,000; a net decrease of \$367,000 from the final 2022-23 budget. Personnel vacancies and delays in hiring resulted in salary and benefit savings of \$622,000, which are offset by additional overtime costs of \$200,000 needed to cover the vacancies. Staff also anticipates higher professional service costs (\$29,500) related to recruitment and hiring activities and additional safety equipment costs (\$25,000) for newly hired personnel.

FIRE MITIGATION FEE FUND (Fund 830)

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

Mitigation fee revenue is dependent upon the level of development activity. Through February 2023, the District has collected \$163,000 of the projected \$452,000 for the year. (Projected revenue included \$250,000 from Watson Ranch.) Funding in the amount of \$20,000 was budgeted for the mitigation fee update. The actual cost of the fee update was \$7,500 for a budget savings of \$12,500. No mid-year budget adjustments are proposed for this fund.

FLEET, FACILITES & EQUIPMENT FUND (Fund 860)

This fund was established to plan for and maintain the District's significant investment in its' capital infrastructure. Funds are received by way of an ongoing transfer from the General Fund, along with

“as-needed” transfers from the Fire Mitigation Fee Fund to cover authorized capital purchases and from investment earnings on accumulated funds. In 2017 the Board negotiated an agreement with the developer of the Napa Logistics Park for additional funding in the amount of \$50,000 per year to be paid over a ten-year period beginning in 2018. As these payments are intended to assist in mitigating the projects impact on District operations, the funds are being deposited into the FF&E Fund to help address capital needs.

Funding of \$263,000 were budgeted for the purchase of command vehicles, a rescue boat, a new station alerting system and radios. The command vehicles were acquired through Enterprise Leasing and the radios are being funded by a County grant. Staff is working with the City of Napa Fire Department in identifying a suitable vendor for the station alerting system, so that project is being pushed to next fiscal year; and staff is exploring grant funding opportunities for the rescue boat. As a result, capital-related expenditures are expected to be \$263,000 less than anticipated with the funds remaining in the FF&E Fund for use next year.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The net impact to the General Operating Fund is an overall improvement of \$453,000, going from a projected budget deficit of \$418,000 to a projected surplus of \$35,000. The revised ending balance of \$5,520,000 remains above the Board’s adopted reserve requirement of \$4,725,000.

ENVIRONMENTAL REVIEW

Not Applicable

ATTACHMENTS:

- [1. 2022-23 Update](#)
- [2. Budget Amendment Resolution](#)
- [3. Exhibit A](#)
- [4. 2022-23 Budget Update Presentation](#)

**American Canyon Fire Protection District
Financial Summary
Mid-Year Budget 2022-23**

	General Operations			Fire Mitigation Fee			Fleet, Facilities & Equipment Capital Fund		
	FY 2021-22	FY 2022-23		FY 2021-22	FY 2022-23		FY 2021-22	FY 2022-23	
	<u>Audited</u>	<u>Budget</u>	<u>Mid-Year</u>	<u>Audited</u>	<u>Budget</u>	<u>Mid-Year</u>	<u>Audited</u>	<u>Budget</u>	<u>Mid-Year</u>
Fund Balance - Beginning	\$5,836,383	\$5,484,410	\$5,484,410	\$872,227	\$992,569	\$992,569	\$17,355	\$227,857	\$227,857
Revenues and Transfers	6,660,590	6,724,951	6,810,951	120,342	452,514	452,514	224,330	2,070,423	2,072,724
Expenses and Transfers	7,012,563	7,142,773	6,775,659	-	20,000	7,500	13,827	2,146,630	1,883,630
Rev Over (Under) Exp	(351,973)	(417,822)	35,292	120,342	432,514	445,014	210,502	(76,208)	189,094
Fund Balance - Ending	\$5,484,410	\$5,066,588	\$5,519,702	\$992,569	\$1,425,083	\$1,437,583	\$227,857	\$151,650	\$416,951

2022-2023 Mid-Year Budget Revenues

**American Canyon Fire Protection District
Preliminary Budget Worksheet**

Account #	Description	FY 2021-22 Audited	FY 2022-23 Final Budget	FY 2022-23 Mid-Year Update	Difference from Budget
810-910-4110	Property Tax - Secured	\$ 4,729,940	\$ 5,167,193	\$ 5,167,193	\$ -
810-910-4112	Property Tax - Current Unsecured	166,882	168,634	168,634	-
810-910-4114	Property Tax - Supplemental	133,677	150,000	150,000	-
810-910-4116	Property Tax - Prior Year	78,471	43,747	43,747	-
810-910-4118	Property Tax - Homeowner's	16,924	15,913	15,913	-
810-910-4324	Strike Team Reimbursement	480,650	-	-	-
810-910-4330	Fire Protection Svcs - City	50,000	50,000	50,000	-
810-910-4335	Training Reimbursement	15,029		11,000	11,000
810-910-4530	Weed Abatement	100	-	-	-
810-910-4533	Fire Assessment Fee	696,626	754,969	754,969	-
810-910-4534	Pln Review Permit Fees(Table1)	107,596	110,000	125,000	15,000
810-910-4536	Occupancy Insp Fees (Table 2)	-	2,500	2,500	-
810-910-4537	Operational PermitFees(Table3)	26,745	26,745	26,745	-
810-910-4545	Fire Inspection Fees (Table 4)	(3,533)	6,000	6,000	-
810-910-4546	First Responder Fee	86,768	70,000	70,000	-
810-910-4610	Interest Earnings - Investment	(72,496)	12,000	50,000	38,000
810-910-4612	Interest Earnings - Other	4,221	3,500	3,500	-
810-910-4613	Market Adjustment - LAIF	-	-	-	-
810-910-4705	Rentals/Lease	-	-	-	-
810-910-4720	AMR Contract	26,000	68,750	68,750	-
810-910-4716	Workers Compensation Reimbursement	98,594	55,000	77,000	22,000

2022-2023 Mid-Year Budget Revenues

**American Canyon Fire Protection District
Preliminary Budget Worksheet**

Account #	Description	FY 2021-22 Audited	FY 2022-23 Final Budget	FY 2022-23 Mid-Year Update	Difference from Budget
810-910-4730	Other Miscellaneous	18,396	20,000	20,000	-
Total 810 - General Fund		\$ 6,660,590	\$ 6,724,951	\$ 6,810,951	\$ 86,000
830-960-4590	Fire Mitigation Fee	\$ 116,922	\$ 442,148	\$ 442,148	\$ -
830-960-4610	Interest Earnings	3,420	10,366	10,366	-
Total 830 - Fire Mitigation Fee		\$ 120,342	\$ 452,514	\$ 452,514	\$ -
860-970-4591	Firefighter Grant Program	\$ -	\$ -	\$ -	\$ -
860-970-4610	Interest Earnings	439	1,315	3,617	2,302
860-970-4710	Bond Proceeds	-	1,840,000	1,840,000	-
860-970-4730	Other Miscellaneous	50,000	50,000	50,000	-
860-970-4985	Trans In from Fire Mitigation	-	-	-	-
860-970-4985	Trans In from Fire Ops	173,891	179,108	179,108	-
Total 860- Fleet, Facilities & Equipment Capital Fund		\$ 224,330	\$ 2,070,423	\$ 2,072,724	\$ 2,302
All Funds		\$7,005,261	\$9,247,888	\$9,336,190	\$88,302

2022-2023 Mid-Year Budget Expenditures

**American Canyon Fire Protection District
Preliminary Budget Worksheet**

Account #	Description	FY 2021-22 Audited	FY 2022-23 Final Budget	FY 2022-23 Mid-Year Update	Difference from Budget
810-910-5110	Wages - Full Time	2,429,937	\$2,921,563	\$2,576,000	(\$345,563)
810-910-5111	Wages - Part Time	209,890	100,000	60,000	(40,000)
810-910-5112	Wages - Other	12,982	35,000	15,000	(20,000)
810-910-5120	Wages - Overtime	781,933	450,000	650,000	200,000
810-910-5121	Wages - OES Overtime	232,354	-	-	-
810-910-5125	Reserve Fire Fighter Stipend	12,968	18,000	15,000	(3,000)
810-910-5130	Benefits - Other	71,164	74,435	74,435	-
810-910-5131	PERS Retirement	955,127	1,099,264	995,000	(104,264)
810-910-5132	Med/FICA/Soc Sec	51,828	50,845	50,845	-
810-910-5134	Worker Compensation	327,835	330,000	330,000	-
810-910-5135	Unemployment	0	-	-	-
810-910-5139	Salary & Benefit Transfer	162,614	150,000	150,000	-
810-910-5141	Health Benefits	359,055	460,787	352,000	(108,787)
810-910-5142	Retiree Health Benefits	227,983	257,180	257,180	-
810-910-5143	OPEB	303,680	20,772	20,772	-
810-910-5202	Office Supplies	2,814	5,000	5,000	-
810-910-5204	Printing/Publishing	6,953	6,500	6,500	-
810-910-5206	Postage & Mail	1,311	3,000	3,000	-
810-910-5208	Phone/Communication	9,799	22,000	22,000	-
810-910-5210	Office Equip Maint/Lease	5,573	5,200	5,200	-
810-910-5215	IT Support Services	38,695	45,000	45,000	-
810-910-5220	Advertising & Promotion	4,233	6,000	6,000	-

2022-2023 Mid-Year Budget Expenditures

**American Canyon Fire Protection District
Preliminary Budget Worksheet**

Account #	Description	FY 2021-22 Audited	FY 2022-23 Final Budget	FY 2022-23 Mid-Year Update	Difference from Budget
810-910-5250	Property Tax Admin Fee	52,659	50,000	50,000	-
810-910-5251	Fire Service Fee - Admin Fee	0	-	-	-
810-910-5252	First Responder Fee	13,158	14,000	14,000	-
810-910-5260	Doctor/Medical Expenses	6,708	10,000	10,000	-
810-910-5270	Liability/Property Insurance	45,942	60,000	60,000	-
810-910-5280	Legal Contract Services	63,021	70,000	70,000	-
810-910-5284	Miscellaneous Services	21	7,200	7,200	-
810-910-5286	Ext Plan Review	0	7,000	7,000	-
810-910-5287	Napa JPA	7,658	10,000	10,000	-
810-910-5288	Dispatch Services	0	151,419	151,419	-
810-910-5289	Other Professional Services	60,823	92,500	122,000	29,500
810-910-5291	Contractual Services	106,108	150,000	150,000	-
810-910-5310	Travel & Conference Expense	11,320	15,000	15,000	-
810-910-5320	Books & Publications	1,754	2,100	2,100	-
810-910-5330	Certif, Membership & Dues	2,111	8,000	8,000	-
810-910-5360	Explorer Program	0	15,000	15,000	-
810-910-5350	On-Site Training	14,419	14,200	14,200	-
810-910-5402	New Tools & Equipment	740	5,000	5,000	-
810-910-5403	USAR	0	7,000	7,000	-
810-910-5404	Uniform Services & Supplies	5,155	4,700	4,700	-
810-910-5410	Fire Equip Repair & Maint	11,050	13,000	13,000	-
810-910-5412	EMS Equip & Supplies	16,236	18,000	18,000	-

2022-2023 Mid-Year Budget Expenditures

**American Canyon Fire Protection District
Preliminary Budget Worksheet**

Account #	Description	FY 2021-22 Audited	FY 2022-23 Final Budget	FY 2022-23 Mid-Year Update	Difference from Budget
810-910-5414	Station Supplies	7,598	9,000	9,000	-
810-910-5415	Facility Repair & Maint	23,930	22,000	22,000	-
810-910-5490	Gas & Electric	37,346	36,000	36,000	-
810-910-5510	Fuel	34,841	35,000	35,000	-
810-910-5520	Vehicle Repairs	46,522	50,000	50,000	-
810-910-5605	Office Equip/Furnishings	4,307	5,000	5,000	-
810-910-5610	Fire Equipment	1,690	10,000	10,000	-
810-910-5625	Computer Software/Hardware	11,358	12,000	12,000	-
810-910-5980	Transfer to FF&E Capital Fund	173,891	179,108	179,108	-
810-910-6454	Fire Safety Equipment-Mandated	43,468	-	25,000	25,000
Total 810 - General Fund		\$ 7,012,563	\$ 7,142,773	\$ 6,775,659	\$ (367,114)
830-910-5289	Other Professional Services	\$ -	\$ 20,000	\$ 7,500	(\$12,500)
830-960-5986	Transfer Out to FF&E	-	-	-	-
Total 830 - Fire Mitigation Fee		\$ -	\$ 20,000	\$ 7,500	\$ (12,500)
860-970-5415	Facilities	\$ -	\$ 70,000	\$ -	(\$70,000)
860-970-5610	Equipment	13,827	193,000	-	(193,000)
860-970-5616	Fleet		1,714,833	1,714,833	-
	Lease Payment		32,307	32,307	-
	Bond Payment	-	136,490	136,490	-
Total 860 - Fleet, Facilities & Equipment Capital Fund		\$ 13,827	\$ 2,146,630	\$ 1,883,630	\$ (263,000)
All Funds		\$7,026,390	\$9,309,404	\$8,666,790	(\$642,614)

**AMERICAN CANYON FIRE PROTECTION
DISTRICT
Fiscal Year 2022-23
Mid-Year Budget Adjustments**

Account No.	Description	Increase (Decrease)
	General Fund Revenue	
810-910-4335	Training Reimbursement	\$ 11,000
810-910-4534	Pln Review Permit Fees(Table1)	\$ 15,000
810-910-4610	Interest Earnings - Investment	38,000
810-910-4716	Workers Compensation Reimbursement	22,000
	Revenue increase	\$ 86,000
	General Fund Expenditures	
810-910-5110	Wages - Full Time	\$ (345,563)
810-910-5111	Wages - Part Time	\$ (40,000)
810-910-5112	Wages - Other	\$ (20,000)
810-910-5120	Wages - Overtime	200,000
810-910-5125	Reserve Fire Fighter Stipend	(3,000)
810-910-5131	PERS Retirement	(104,264)
810-910-5141	Health Benefits	(108,787)
810-910-5289	Other Professional Services	29,500
810-910-6454	Fire Safety Equipment-Mandated	25,000
	Expenditure decrease	\$ (367,114)

<i>Net Change in Projected Fund Balance</i>	\$ (453,114)
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Resolution 2023-12

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT (“DISTRICT”)
APPROVING MID-YEAR BUDGET AMENDMENTS FOR FISCAL YEAR 2022-23**

WHEREAS, District staff has conducted an analysis of budget versus actual revenues and expenditures for fiscal year 2022-23; and

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

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

PASSED, APPROVED and ADOPTED at a regular scheduled meeting of the District Board of the American Canyon Fire Protection District held on the 25th day of April, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel

**AMERICAN CANYON FIRE PROTECTION
DISTRICT
Fiscal Year 2022-23
Mid-Year Budget Adjustments**

Account No.	Description	Increase (Decrease)
	General Fund Revenue	
810-910-4335	Training Reimbursement	\$ 11,000
810-910-4534	Pln Review Permit Fees(Table1)	\$ 15,000
810-910-4610	Interest Earnings - Investment	38,000
810-910-4716	Workers Compensation Reimbursement	22,000
	Revenue increase	\$ 86,000
	General Fund Expenditures	
810-910-5110	Wages - Full Time	\$ (345,563)
810-910-5111	Wages - Part Time	\$ (40,000)
810-910-5112	Wages - Other	\$ (20,000)
810-910-5120	Wages - Overtime	200,000
810-910-5125	Reserve Fire Fighter Stipend	(3,000)
810-910-5131	PERS Retirement	(104,264)
810-910-5141	Health Benefits	(108,787)
810-910-5289	Other Professional Services	29,500
810-910-6454	Fire Safety Equipment-Mandated	25,000
	Expenditure decrease	\$ (367,114)

<i>Net Change in Projected Fund Balance</i>	\$ (453,114)
--	---------------------

American Canyon Fire Protection District

April 25, 2023 Board Meeting



FY 2022-2023
Budget Report and Financial Update

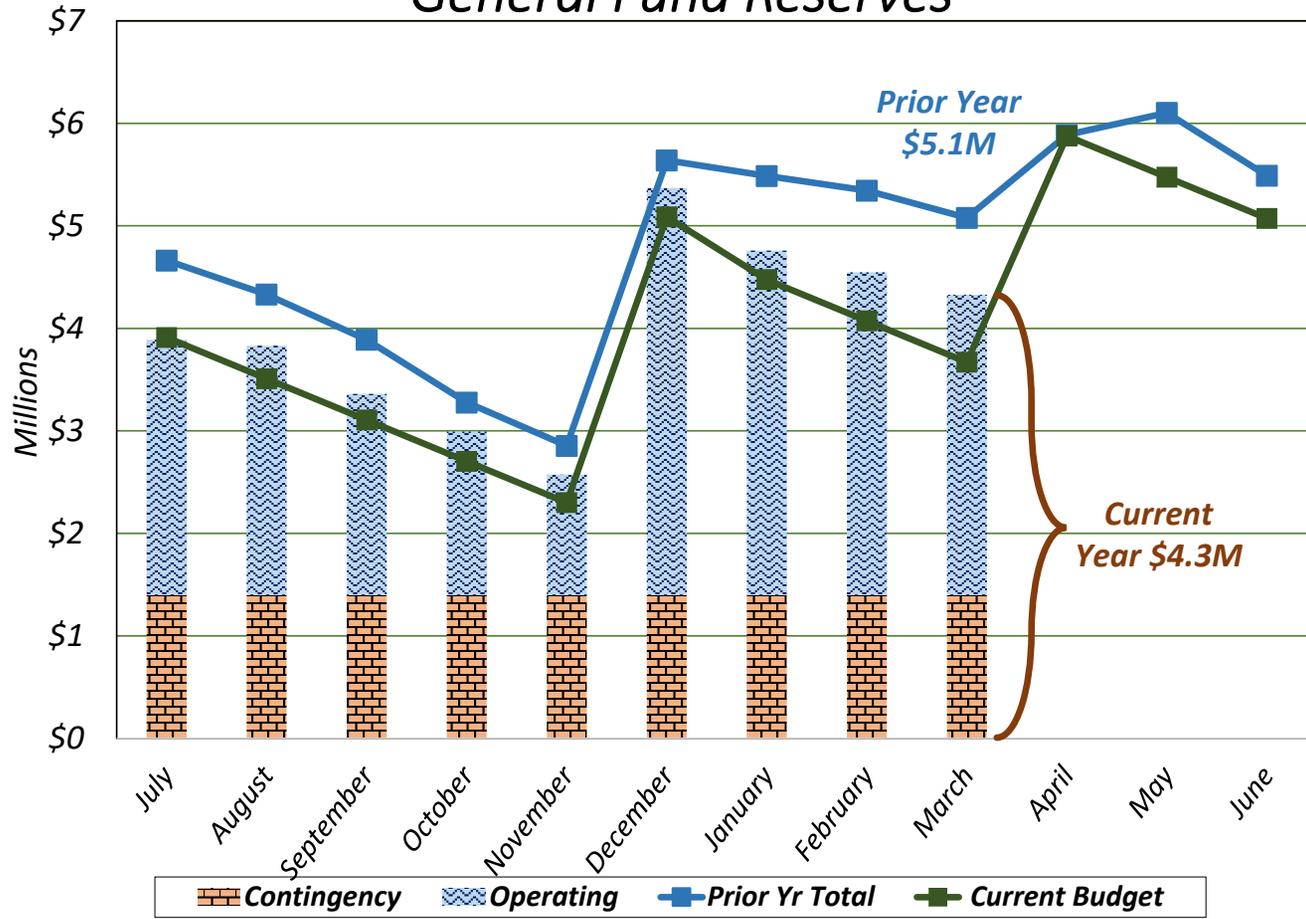


- Monthly Financial Report – Mar 2023
- FY 2022/23 Budget Update
- Updated Financial Forecast
- OPEB/PERS Funding Update

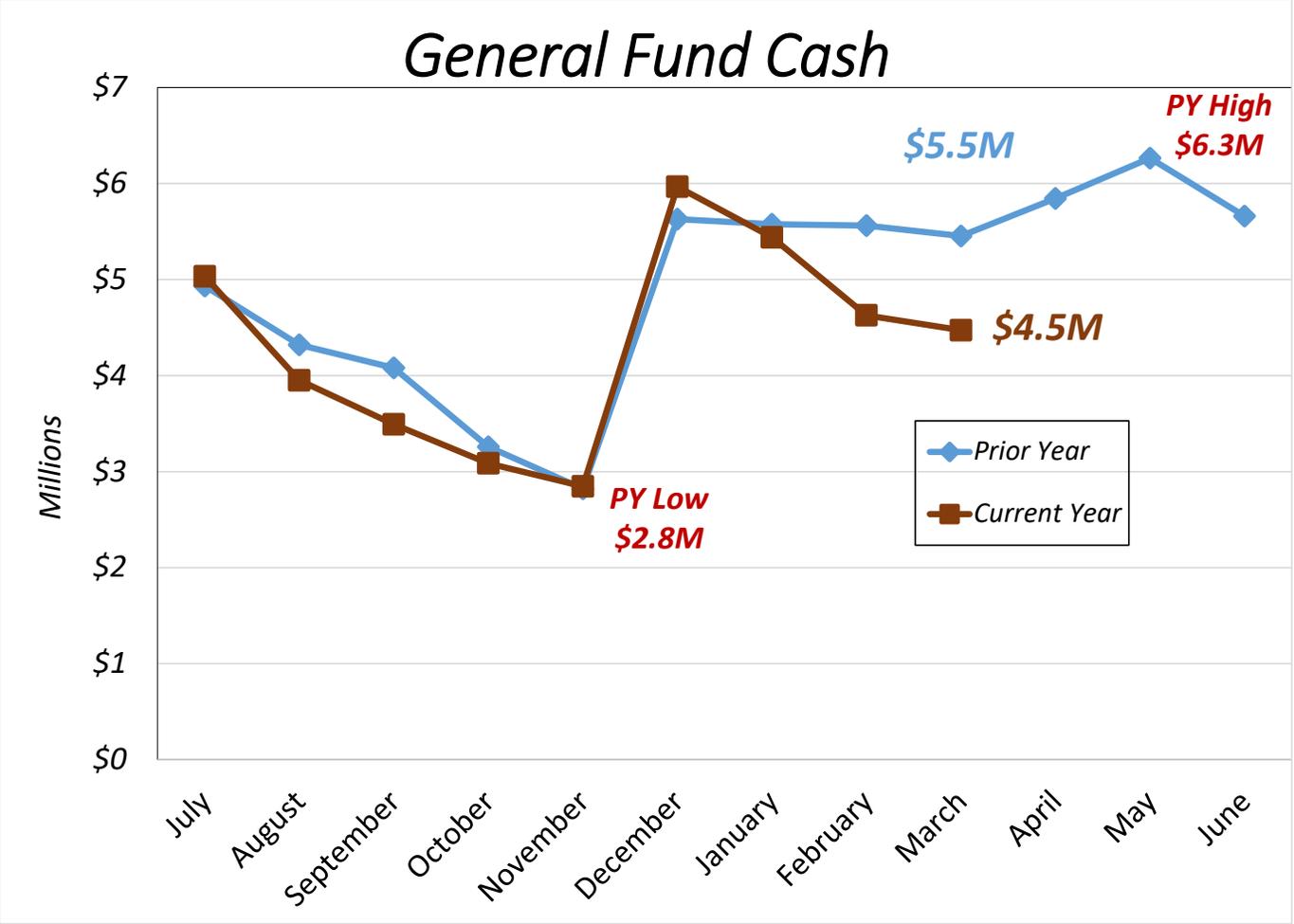


*Monthly Financial Report
Fiscal Year to Date Thru March
Fiscal Year 2022-23*

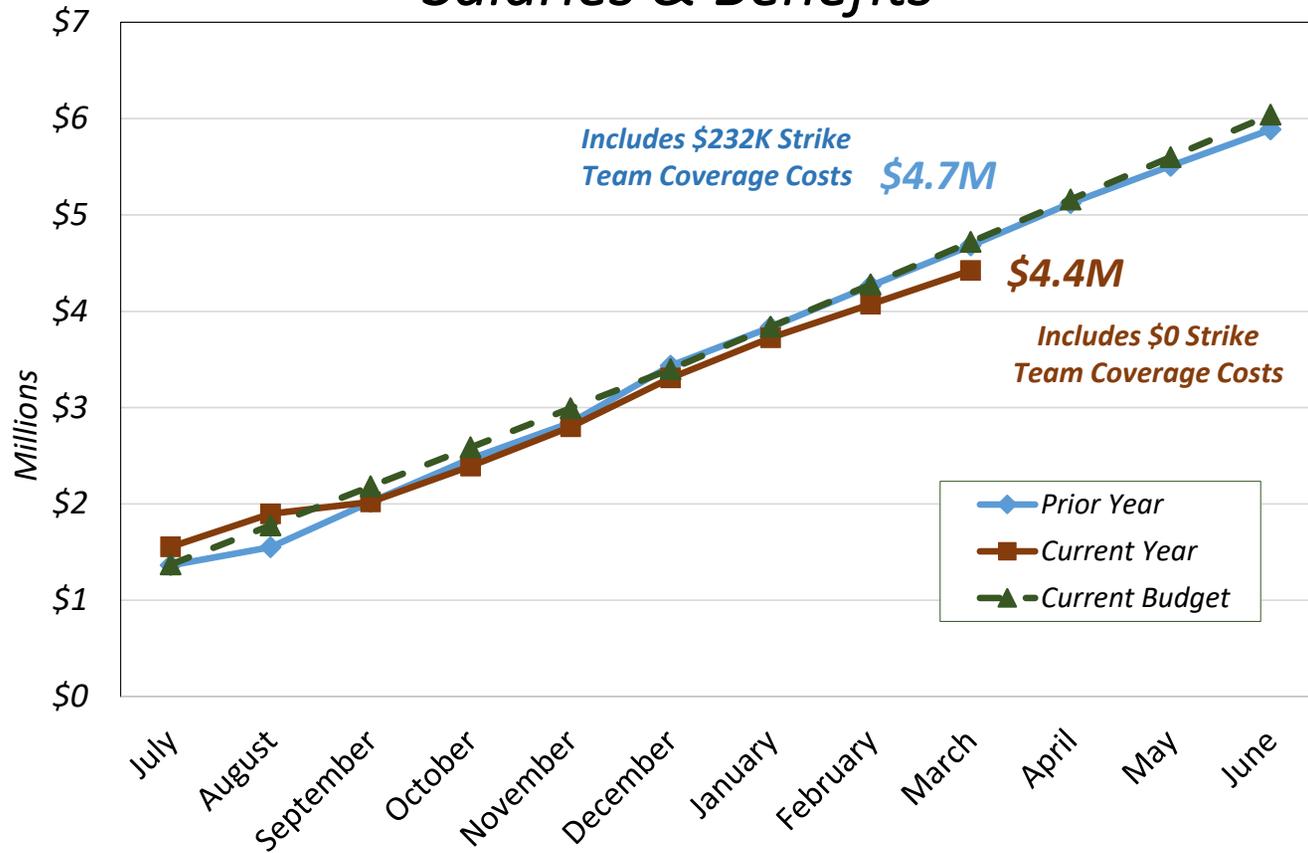
General Fund Reserves



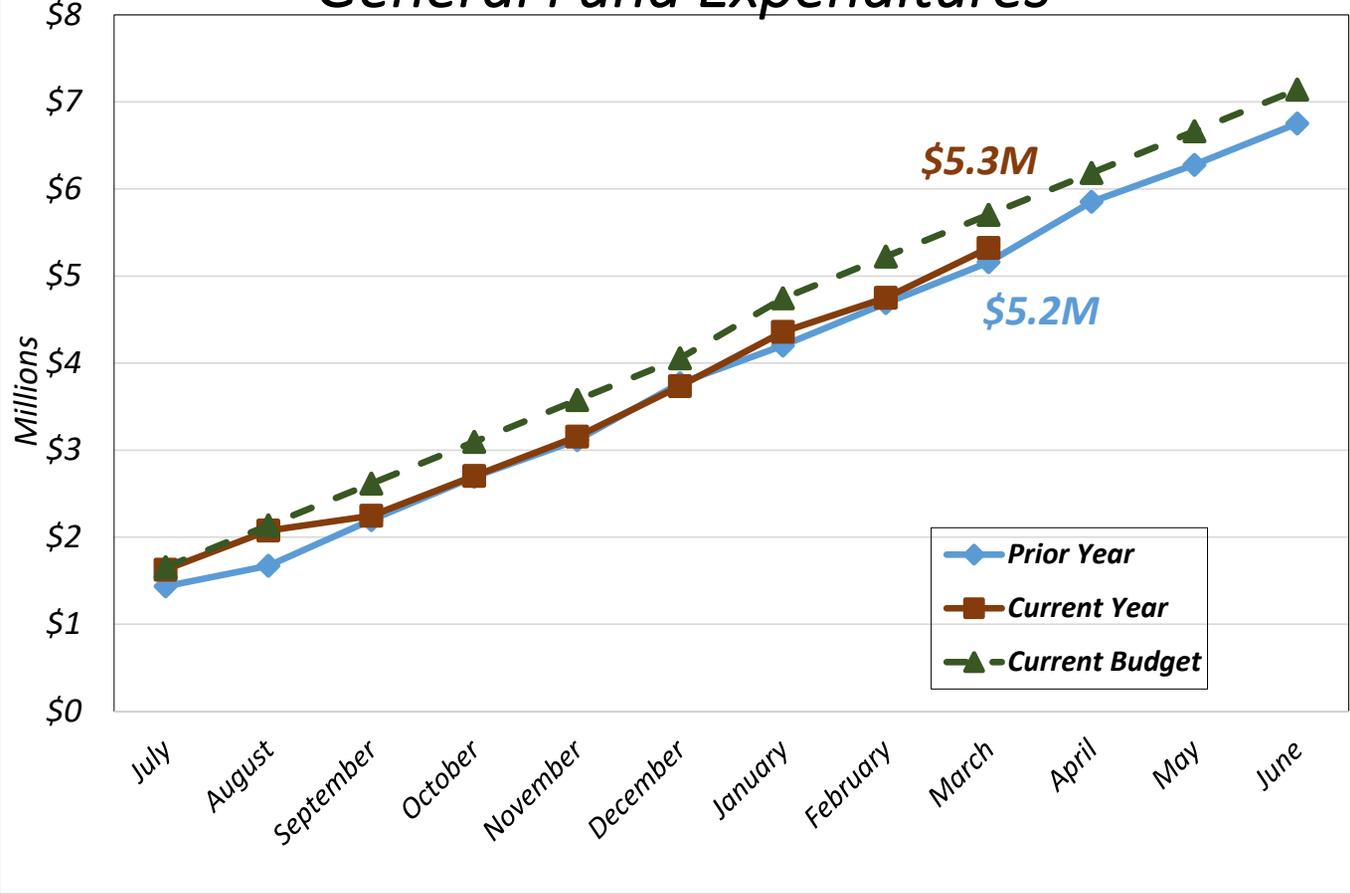
General Fund Cash



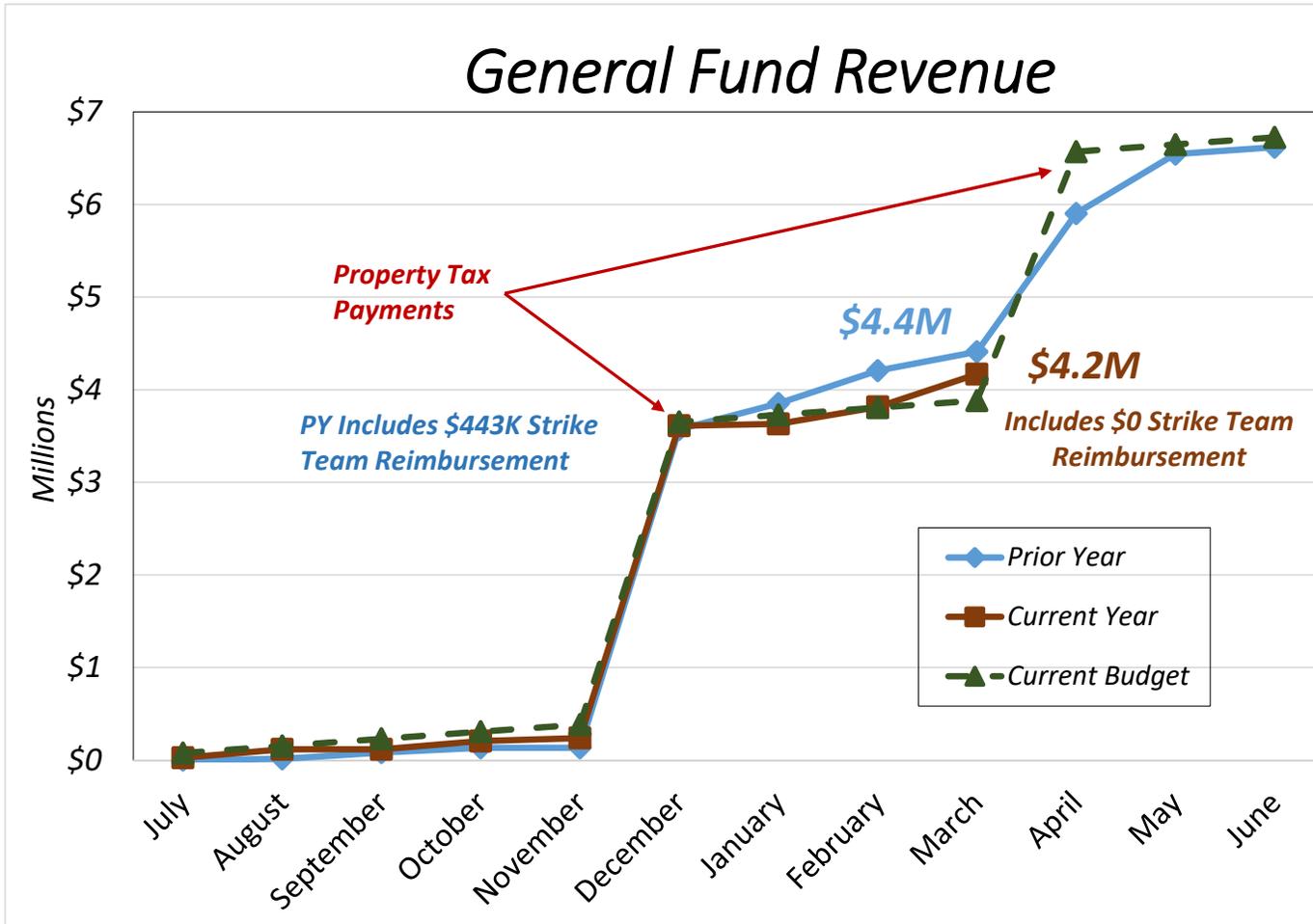
Salaries & Benefits



General Fund Expenditures



General Fund Revenue





American Canyon Fire Protection District

*Fiscal Year 2022-2023
Budget Review & Financial Update*

**American Canyon Fire Protection District
Financial Summary
Mid-Year Budget 2022-23**

	General Operations		
	FY 2021-22	FY 2022-23	
	<u>Audited</u>	<u>Budget</u>	<u>Mid-Year</u>
Fund Balance - Beginning	\$5,836,383	\$5,484,410	\$5,484,410
Revenues and Transfers	6,660,590	6,724,951	6,810,951
Expenses and Transfers	7,012,563	7,142,773	6,775,659
Rev Over (Under) Exp	(351,973)	(417,822)	35,292
Fund Balance - Ending	<u>\$5,484,410</u>	<u>\$5,066,588</u>	<u>\$5,519,702</u>

	Fire Mitigation Fee		
	FY 2021-22	FY 2022-23	
	<u>Audited</u>	<u>Budget</u>	<u>Mid-Year</u>
	\$872,227	\$992,569	\$992,569
	120,342	452,514	452,514
	-	20,000	7,500
	120,342	432,514	445,014
	<u>\$992,569</u>	<u>\$1,425,083</u>	<u>\$1,437,583</u>

	Fleet, Facilities & Equipment Capital Fund		
	FY 2021-22	FY 2022-23	
	<u>Audited</u>	<u>Budget</u>	<u>Mid-Year</u>
	\$17,355	\$227,857	\$227,857
	224,330	2,070,423	2,072,724
	13,827	2,146,630	1,883,630
	210,502	(76,208)	189,094
	<u>\$227,857</u>	<u>\$151,650</u>	<u>\$416,951</u>

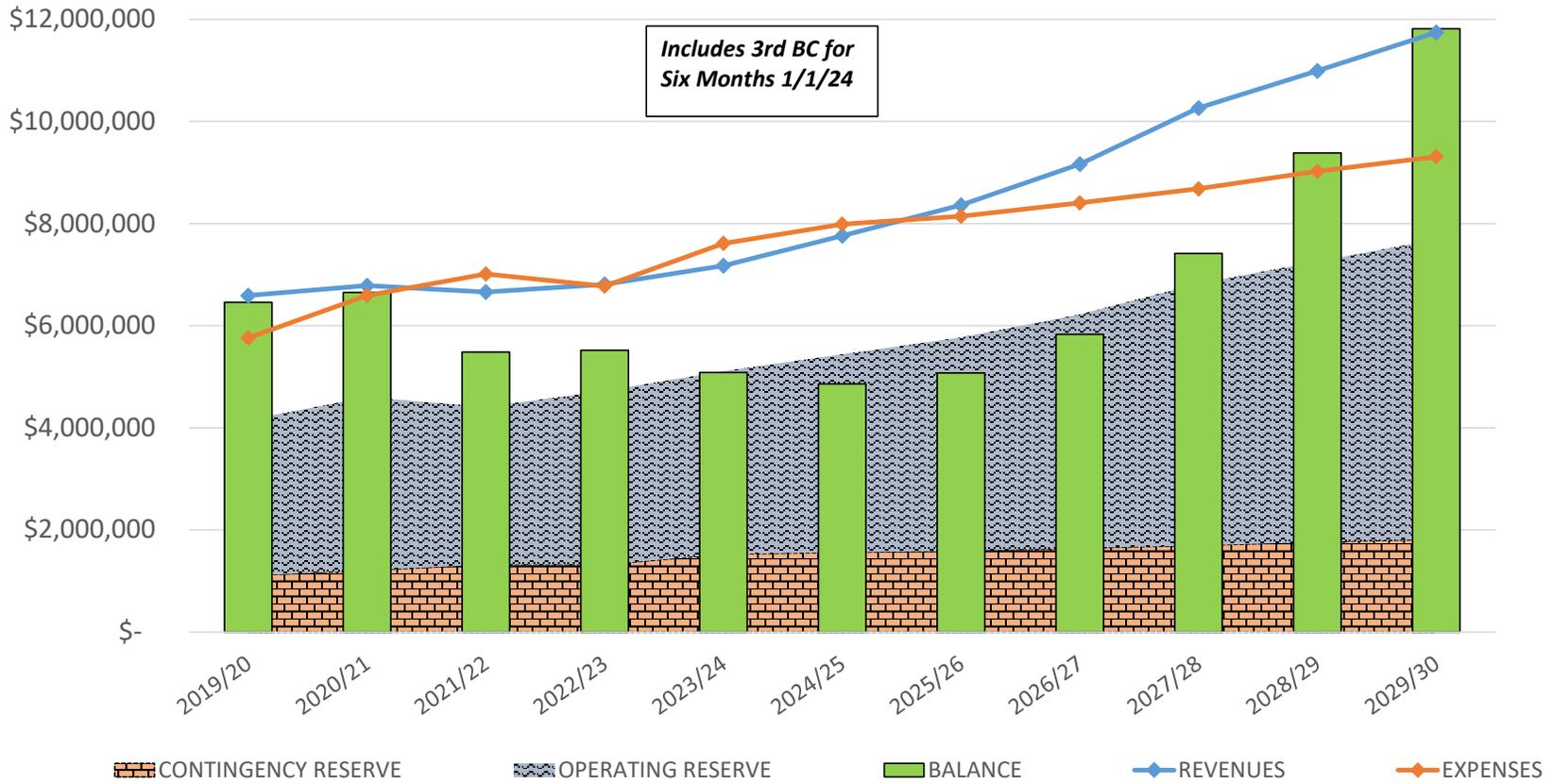
Increase in revenues	\$86,000
Decrease in expenditures	367,114
Net improvement	<u>\$453,114</u>

**AMERICAN CANYON FIRE
PROTECTION DISTRICT
Fiscal Year 2022-23
Mid-Year Budget Adjustments**

Account No.	Description	Increase (Decrease)
	General Fund Revenue	
810-910-4335	Training Reimbursement	\$ 11,000
810-910-4534	Pln Review Permit Fees(Table1)	\$ 15,000
810-910-4610	Interest Earnings - Investment	38,000
810-910-4716	Workers Compensation Reimbursement	22,000
	Revenue increase	\$ 86,000
	General Fund Expenditures	
810-910-5110	Wages - Full Time	\$ (345,563)
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810-910-5141	Health Benefits	(108,787)
810-910-5289	Other Professional Services	29,500
810-910-6454	Fire Safety Equipment-Mandated	25,000
	Expenditure decrease	\$ (367,114)

Net Change in Projected Fund Balance \$ (453,114)

General Operating Fund - Financial Forecast



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

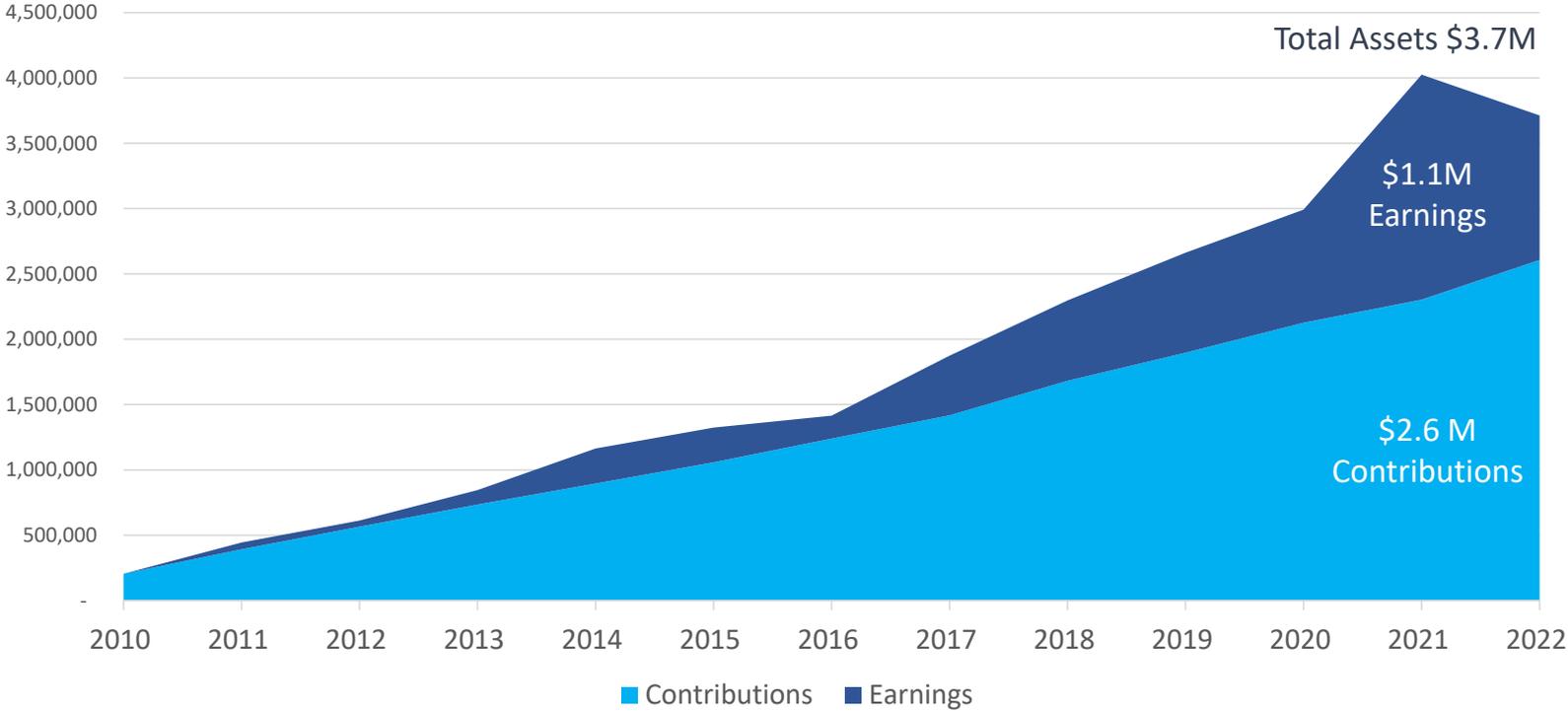
American Canyon Fire Protection District



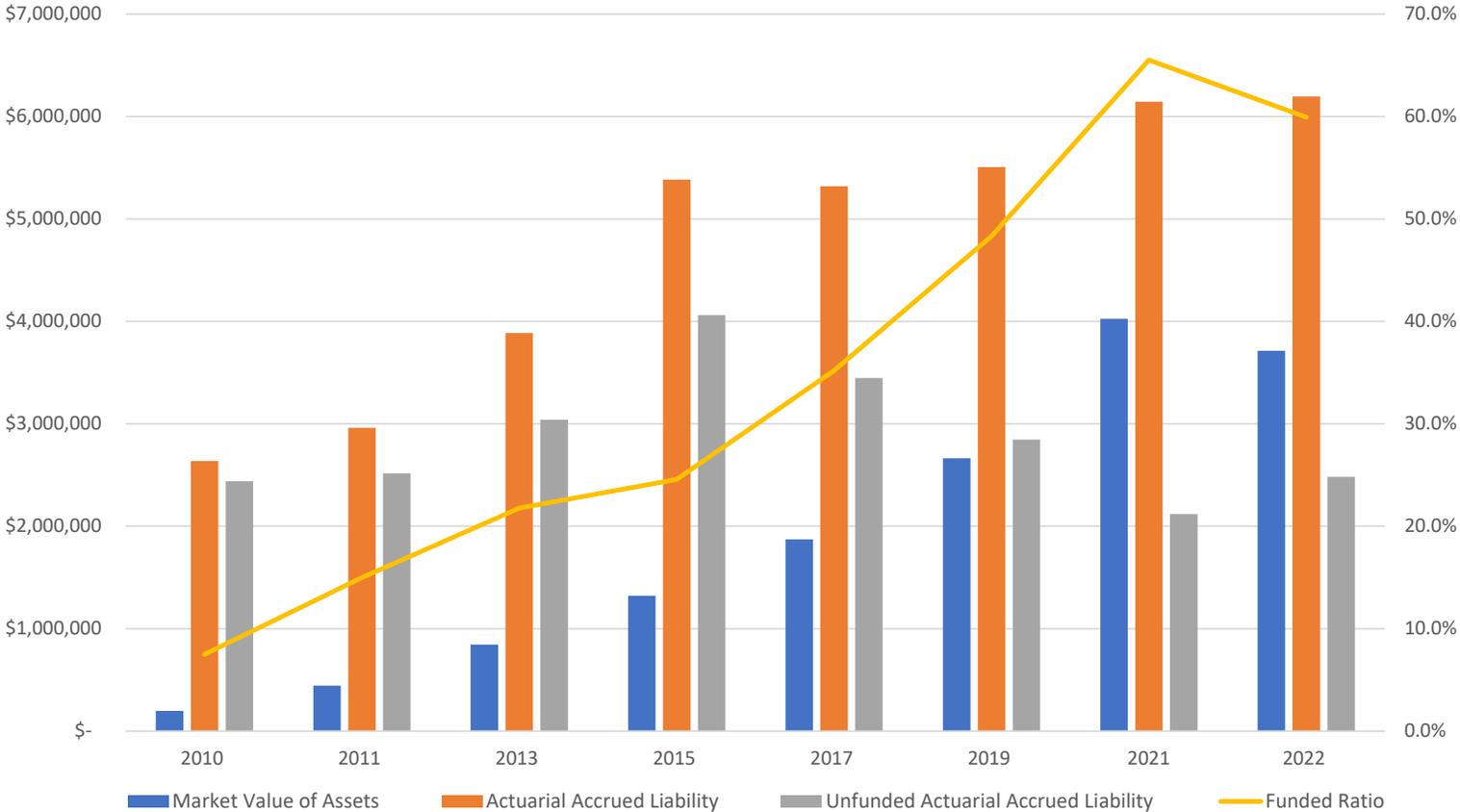
OPEB/PERS Funding Update As of December 31, 2022

OPEB Funding summary by year

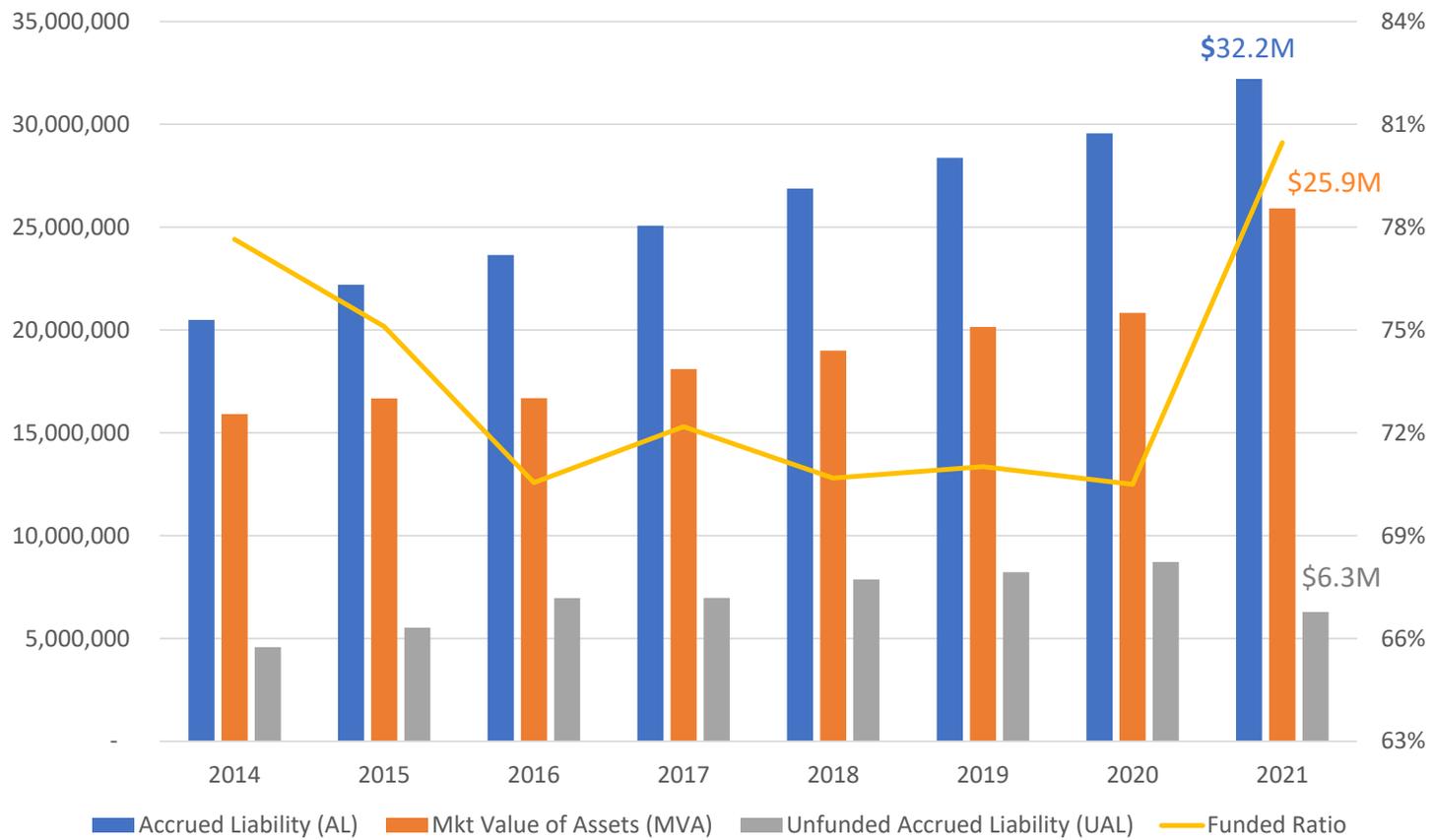
(Note: 42% of accumulated assets as of 12/31/21 derived from investment earnings)



OPEB Funding progress (60%)



PERS Funding progress (80%)



Unfunded Liabilities Summary

	<u>Pension</u>	<u>OPEB</u>	<u>Total</u>
Valuation Date	12/31/2021	12/31/2022	
Accrued Liability	\$32,202,631	\$6,194,892	\$38,397,523
Assets	<u>25,912,890</u>	<u>3,712,767</u>	<u>29,625,657</u>
Unfunded Liability	<u>\$6,289,741</u>	<u>\$2,482,125</u>	<u>\$8,771,866</u>
<i>Funded Ratio</i>	<i>80%</i>	<i>60%</i>	<i>77%</i>
Remaining Amortization	Various	16 Yrs	



American Canyon Fire Protection District

Recommended action

- Adopt a Resolution approving FY 2022-23 budget amendments



TITLE

Ratify Resolution 2023-08

RECOMMENDATION

Ratify Resolution 2023-08 requesting the Local Agency Formation Commission of Napa County to Initiate Proceedings for 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.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

During the American Canyon Fire Protection District's regular meeting on February 28, 2023, there was a loss of connection with Zoom Communications, which compromised communication between the public and board members. This occurred during the discussion of the annexation of the Green Island Property before the Local Agency Formation Commission of Napa County, and resulted in one board member being unable to vote on Resolution 2023-08. To address this, the staff was directed to ratify Resolution 2023-08 to include the votes of all board members.

Enclosed is the proposed ratified District Resolution 2023-08, 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.

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 No. 2023 Modified to show Board Ratification \(LAFCO Annexation - Green Island Property\)](#)

[Attachments 1-4](#)

[Letter of support for ACFPD Resolution 2023-08](#)

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, the ownership of Green Island Property, LLC by communication dated February 27, 2023 supports the District actions set forth in this Resolution; 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:

AYES: Board Members M. Joseph, D. Oro, Vice-Chair Washington, and Chair Garcia

NOES: None

ABSTAIN: None

ABSENT: Board Member Aboudamous

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel

RATIFIED RESOLUTION NO. 2023-08

REVIEW AND RATIFY THE FEBRUARY 28, 2023 BOARD ADOPTION OF AN APPLICATION BY THE AMERICAN CANYON FIRE PROTECTION DISTRICT (“DISTRICT”) REQUESTING THE LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (“LAFCO”) INITIATE PROCEEDINGS FOR THE ANNEXATION OF THE GREEN ISLAND PROPERTY TO THE DISTRICT

The foregoing Resolution, Resolution No. 2023-08, originally adopted by the American Canyon Fire Protection District’s Board of Directors on February 28, 2023, is hereby reviewed, ratified, and confirmed by the District Board of Directors.

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

AYES:

NOES: None

ABSTAIN: None

ABSENT:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

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

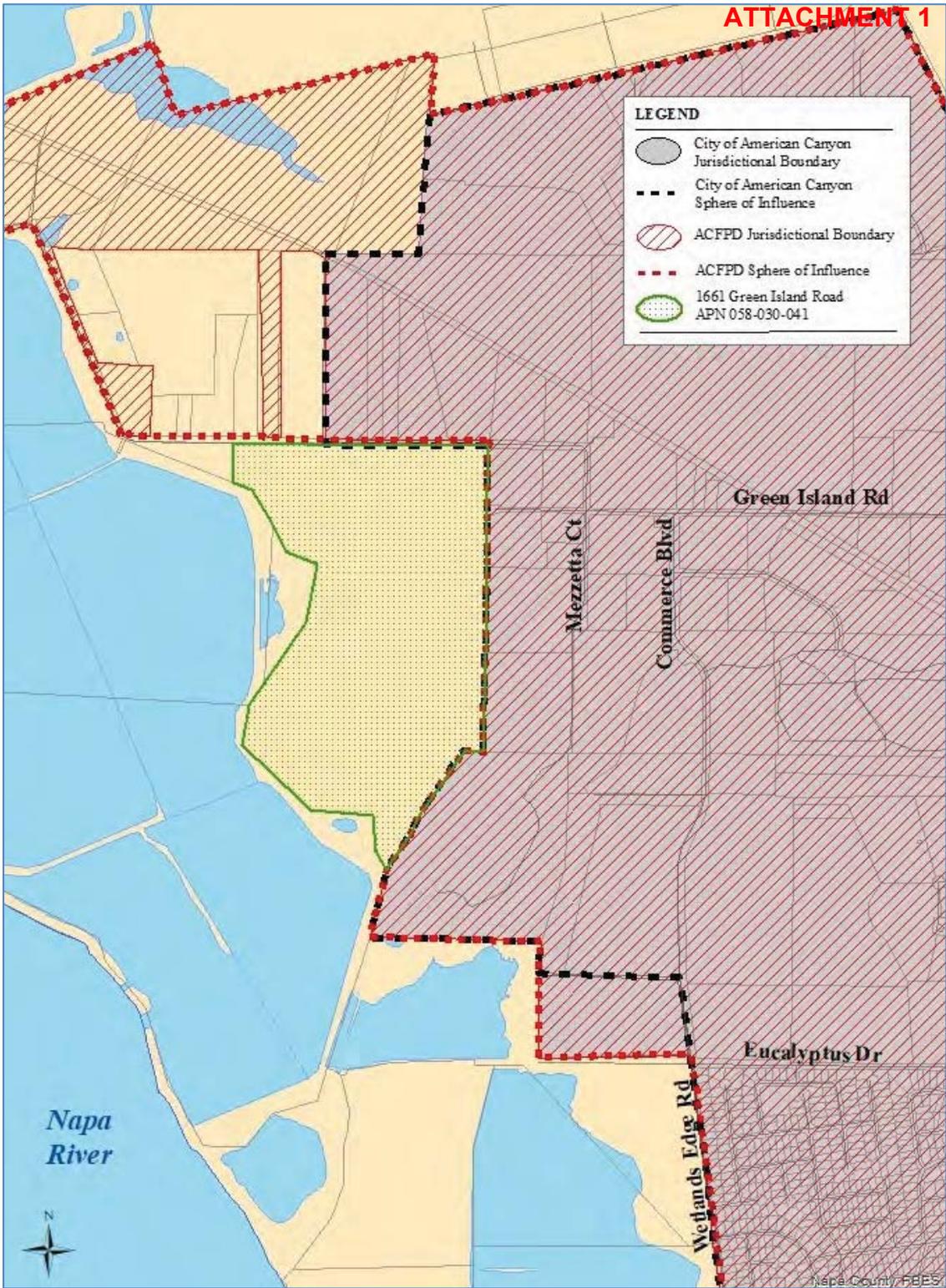
PARCEL TWO:

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

Description of Boundaries of Affected Territory Accompanied by Map:

Reason for Proposal and Any Proposed Conditions:

FORM D

Date Filed: _____

Proposal Name: _____

PROPOSAL APPLICATION Change of Organization/Reorganization

I. APPLICANT INFORMATION

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

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

A. Plan For Providing Services:

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

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

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

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

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

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

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

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 party¹ or agent² 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. 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.

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

²“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>	ATTACHMENT 2
<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

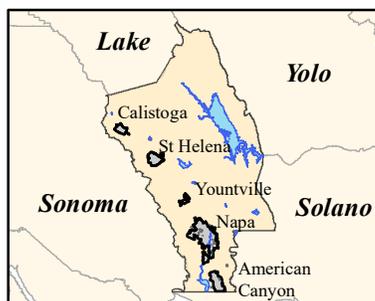
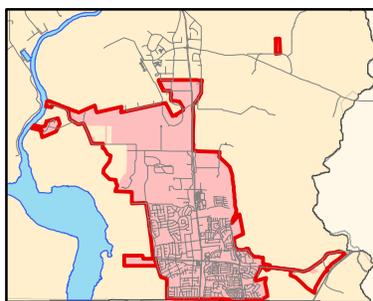
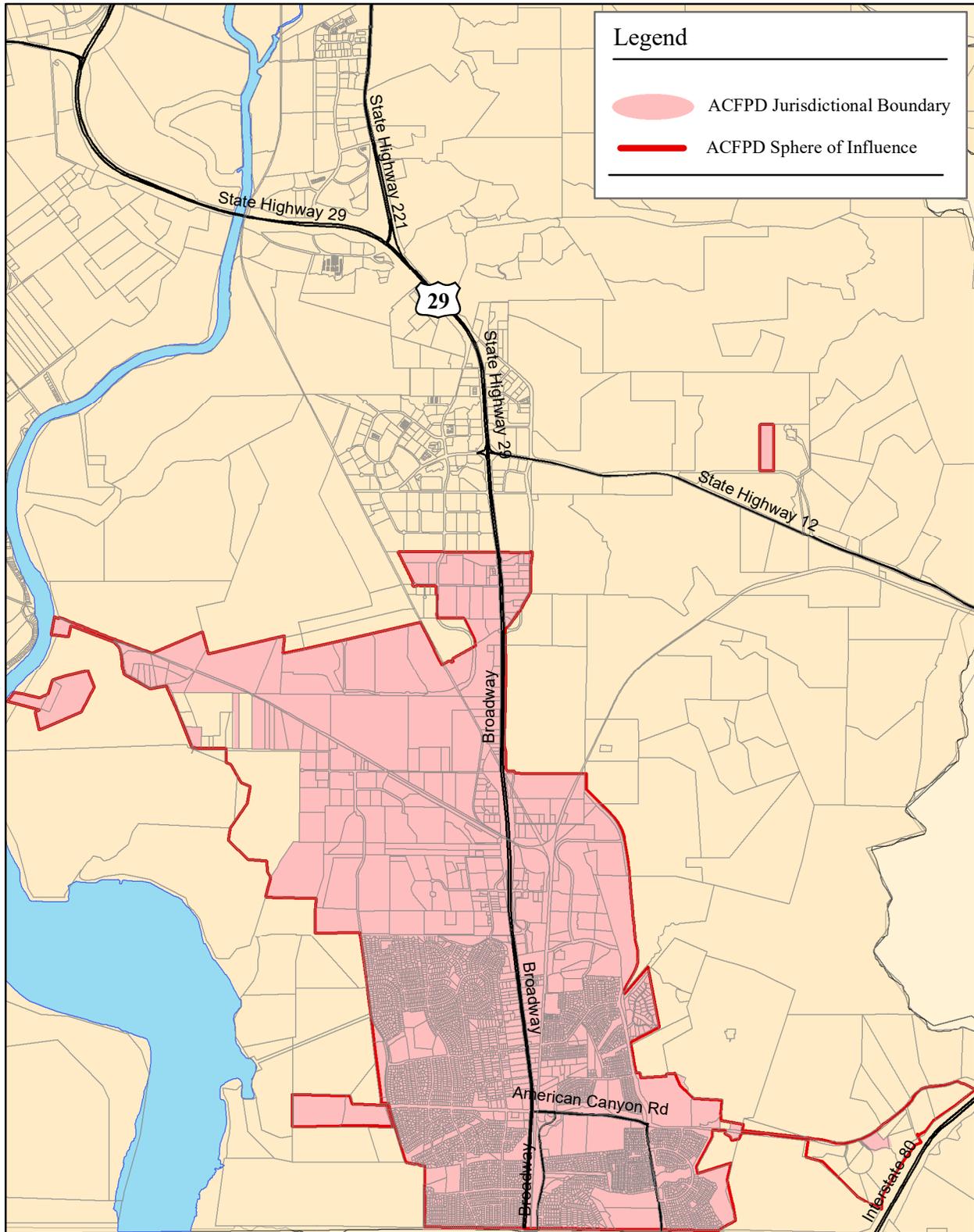
Print Name

Print Name

Date

Date

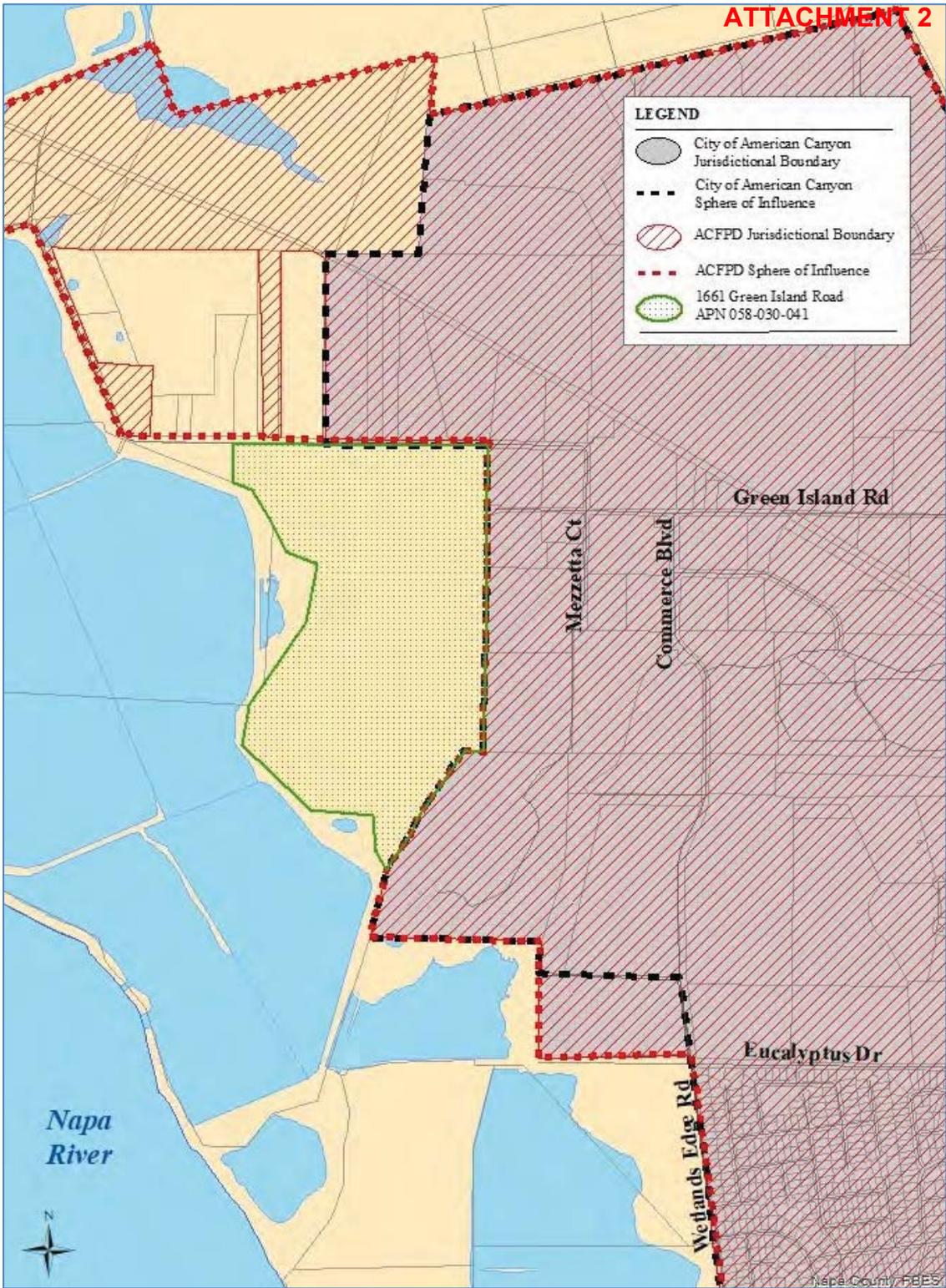
American Canyon Fire Protection District



July 5, 2022
Prepared by BF



LAFCO of Napa County
1754 Second Street, Suite C
Napa, California 94559
www.napa.lafco.ca.gov



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

William D. Ross
David Schwarz
Kypros G. Hostetter

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

Los Angeles Office:
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:

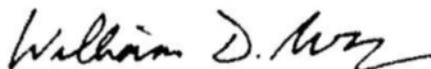
The American Canyon fire protection District has Adopted a Resolution of Intention to apply to the Local Agency Formation Commission of Napa County for annexation of that affected territory known as the Green Island Property, consistent with the District Resolution No. 2023-____ attached as Exhibit "A."

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: _____

GREEN ISLAND PROPERTY, LLC

1075 Ross Circle
Napa, CA 94558

February 27, 2023

Board of Directors
American Canyon Fire Protection District
911 Donaldson Way E.
American Canyon, CA 94503

Re: Property Owner Support for Proposed Resolution #2023-08

Dear Board of Directors:

The ownership of Green Island Property, LLC supports the proposed resolution #2023-08. We also agree with the various findings in the supporting staff report. It is our understanding that this property, in the SOI now, has been served by the district since approximately 1957. This proposal is consistent with logical boundaries and the provision of services.

Thank you for your consideration of our supporting comments.

Respectfully submitted,



Ed Farver
Manager
Green Island Property, LLC



TITLE

2022 Annual Report

RECOMMENDATION

Receive and file the American Canyon Fire Protection District 2022 Annual Report.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

On an annual basis, the Fire Chief presents the American Canyon Fire Protection District Annual Report to the District Board.

We are dedicated to the safety and well-being of our residents, visitors and our members, and we take pride in being very proactive, efficient, and effective in our delivery of services. This report summarizes our activities for the calendar year from January 1, 2022 to December 31, 2022, and demonstrates our commitment to the citizens and visitors of the community we are proud to serve.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

Not Applicable

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:

[2022 ACFPD Annual Report](#)

[2022_Annual Report Summary PowerPoint](#)



AMERICAN CANYON FIRE PROTECTION DISTRICT

2022 ANNUAL REPORT



INSIDE THE REPORT

A YEAR OF SERVICE

- 1 A Message from Chief Belyea

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2022 BOARD OF DIRECTORS

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A YEAR OF SERVICE



Chief Geoff Belyea
ACFPD Fire Chief

A MESSAGE FROM CHIEF BELYEA

It is my honor to present to you the 2022 Annual Report for the American Canyon Fire Protection District.

As we reflect on the past year, we are grateful for the opportunity to continue serving our community with the highest level of professionalism and dedication.

I would like to thank Fire Chief Cahill for his service to the District. He retired after almost 2 years of service and guided the District through the challenges of COVID-19.

I am honored to be your Fire Chief. A Transfer of Command took place in June 2022. I am committed to carrying out the District's vision and mission, while we continue to work tirelessly to ensure the safety and well-being of our community.

I would like to take a moment to recognize Firefighter Cia, who has been with the Fire District since 2004. His dedication and teamwork will be missed, and we wish him all the best in his retirement.

As our community continues to grow, so too must the Fire District. This year we are fortunate to welcome four new firefighters to our team, including two who are paramedics. We are also excited to announce the

addition of a new Assistant Fire Chief, Cliff Campbell, who brings a wealth of experience and leadership to the District. This investment in personnel will ensure that we can continue to respond to emergencies with speed and efficiency.

We are excited to report that the District completed the long-range Master Plan. This plan will help guide us in future decisions as we proactively position ourselves to serve the needs of our growing community. The District ordered two new fire engines this year enhancing our ability to respond to emergencies and provide critical support to our firefighters on the front lines.

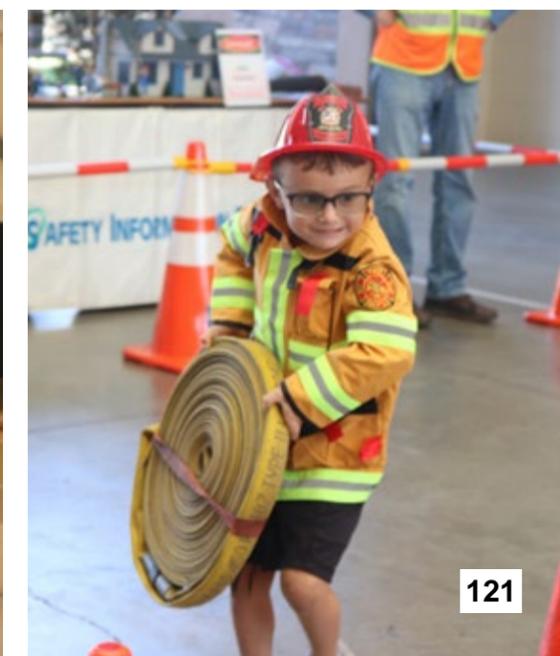
We also implemented the EPCR-program which leverages technology to provide critical patient information to the transporting ambulance and hospitals' emergency room staff. This program is a significant improvement in the care we can provide to our community and reflects our commitment to advancing our services through cutting-edge technology.

I'm happy to announce that the Battalion Chief job description was completed and the Board approved the creation and hiring of two new Battalion Chief positions. This investment in leadership will help us to maintain high standards of service and support for our firefighters as the volume of our calls for service continues to increase.

It is important to note that in 2022 the District had the highest call volume in its history. During the pandemic, the District re-opened the station at 225 James Road. It has remained opened and has played a critical role in addressing the growing demand for our services. This re-opening is also a testament to the Fire District's commitment to providing top-notch care to our community.

In conclusion, we are proud of the progress we have made in the past year. We look forward to continuing to serve the American Canyon community with the highest level of professionalism and dedication. Thank you for your continued support and partnership as we work together to keep our community safe.

Chief Belyea



OUR CULTURE

MISSION STATEMENT

Our mission is to provide reliable and progressive emergency response while seeking opportunities to make a positive difference in the lives of the people and the community we serve.

VISION STATEMENT

Our 2020 vision is to be an exceptional organization delivering high quality services utilizing sustainable best practices. We will continuously improve and grow with the community as a positive, healthy and cohesive team.

CORE VALUES

- Mutual respect
- Integrity
- Responsibility
- Empathy
- Kindness
- Empowerment
- Dedication
- Adaptable
- Transparency
- Professionalism



OUR LEADERSHIP

A MESSAGE FROM THE CHAIR OF THE BOARD

I am pleased to share that our dedicated firefighters have accomplished many things over the past year with skill and professionalism. Their bravery and commitment to serving our community is truly commendable.

We are proud to report that a long-range master plan was approved, which addressed short-term, mid-term, and long-term strategies. The District is committed to following the recommendations of the plan to ensure the best possible service to our community.

We have continued to invest in the latest equipment and training programs to ensure our firefighters are prepared for any situation they may encounter.

We have expanded our fire prevention and education efforts, including training in CPR in the community to help reduce the number of incidents and increase the chances of survival in the event of a cardiac emergency.

The District continues to support the Community Emergency Response Team (CERT) program. This program educates volunteers about disaster preparedness for the hazards that a community might encounter.

The American Canyon CERT members train extensively and are very active in the community and are ready to deploy when an emergency occurs. They were an integral part of traffic management when rain storms caused flooding that closed Highway 29.

The District is always striving to improve. We remain committed to providing the highest level of service and protection to our community. We appreciate the ongoing support of our partners and supporters and are looking forward to another year of progress and success.

Chair Leon Garcia



Leon Garcia
Chairman of the Board



Pierre Washington
Vice-Chairman of the Board



David Oro
Board Member



Mariam Aboudamous
Board Member



Mark Joseph
Board Member



FIRE DISTRICT GOVERNING AUTHORITY

The American Canyon Fire Protection District was established on January 31, 1955, by Napa County Board of Supervisors on November 6, 1957. In 1992, the City was incorporated.

At incorporation, the American Canyon Fire Protection District was preserved as a subsidiary special district of the City with the elected City Council members serving as the “ex-officio” Board of Directors for the District.

The implementation of policies and programs adopted by the District Board of Directors (Board) will be delegated to the Fire Chief. This delegation of this responsibility to the Fire Chief requires the Board to develop very clear, specific, and measurable expectations of this position.

BASIS OF AUTHORITY

The Board is the legislative governing body of the District. Their primary functions are as follows:

- Develop, evaluate, and update District Policy
- Hire, fire, and evaluate the Fire Chief
- Oversee District finances
- Establish or modify ordinances, resolutions, and policies

Primary responsibilities:

- Formulate and evaluate District Policy
- Carry out responsibilities in conjunction of Federal and State constitutions
- Annually adopt a budget prior to October 1 of each calendar year

FREQUENTLY ASKED QUESTIONS

YOUR QUESTIONS ANSWERED



Q What is the function of American Canyon Fire Protection District and when was it established?

A The ACFPD is a separate governmental entity established to provide fire and emergency services to a particular geographic area. The District was founded on January 31, 1955 by the Napa County Board of Supervisors. On November 6, 1957, the State of California Secretary of State filed the American Canyon Fire Protection District's Official Certificate of Existence.

In 1992, the City of American Canyon was incorporated and at incorporation, the American Canyon Fire Protection District was preserved as a subsidiary special district of the City with the elected City Council members serving as the "ex-officio" Board of Directors for the District.

Q What area does American Canyon Fire Protection District serve?

A The ACFPD serves the City of American Canyon and portions of unincorporated Napa County, which is equivalent to approximately eight miles.

Q How do Fire Districts and City Fire Departments work together?

A Fire Districts and City Fire Departments may work together to provide mutual aid and support during large-scale emergencies or disasters. In some cases, Fire Districts and City Fire Departments may enter into mutual aid agreements or contracts to share resources and provide coordinated services.

Q What is the difference between a Fire Protection District and a City Department Fire Department?

A A fire district and a city department fire department both provide fire and emergency services to their respective areas, but they differ in terms of their organizational structure and governance.

A fire district is a separate governmental entity established to provide fire and emergency services to a particular geographic area. The implementation of policies and programs are adopted by the Board of Directors and are delegated to the Fire Chief. The delegation of responsibility to the Fire Chief requires the Board to develop very clear, specific, and measurable expectations of this position.

On the other hand, a city department fire department is a division of a municipal government responsible for providing fire and emergency services within the city limits. The department is typically headed by a chief or commissioner who reports to the city manager.

In summary, the main difference between a fire district and a city department fire department lies in their governing structure. Fire districts are independent entities that serve a specific geographic area and are governed by an elected board, while city department fire departments are part of a municipal government and are overseen by a chief who reports to the City Manager.

Q What is the difference between funding a Fire District and a City Fire Department?

A Fire districts are funded through property taxes or other sources of revenue specific to the district, such as development fees and grants. City departments are generally funded through the city's general fund, which is supported by a variety of taxes and fees paid by residents and businesses within the city.

Q Are Fire Districts and City Fire Departments held to the same standards and regulations?

A Yes, Fire Districts and City Fire Departments are held to the same standards and regulations for providing fire and emergency services. These standards and regulations may be established at the federal, state, or local level, and they may include requirements for staffing levels, training and certification, equipment and apparatus, response times, and other factors.

Q How does American Canyon Fire Protection District work as a subsidiary special fire district?

A The American Canyon Fire Protection District (ACFPD) is a subsidiary special fire district that serves the City of American Canyon and the surrounding unincorporated areas of Napa County. Below are some key details about how ACFPD operates as a special district:

- **Governance:** ACFPD is governed by a five-member Board of Directors, elected by registered voters of the District. The Board is responsible for setting policies, managing budgets, and overseeing the operations of the District.
- **Funding:** ACFPD is primarily funded through property taxes, which are collected within the District's boundaries. The District also receives funding from other sources, such as grants and fees for services.
- **Services:** ACFPD provides a range of fire and emergency services to the community, including firefighting, emergency medical services, hazardous materials response, and rescue services. The District also provides public education and outreach programs, such as CPR training and fire safety education.
- **Staffing:** ACFPD is staffed by full-time firefighters, administrative reserves, and administrative staff.
- **Facilities:** ACFPD operates out of two fire stations located in American Canyon.
- **A Subsidiary Special Fire District:** ACFPD has some autonomy in its operations and funding, but it is still subject to state and federal regulations and guidelines for providing fire and emergency services. The District works closely with neighboring fire departments and other emergency responders to provide coordinated services.

OUR TEAM

TEAMWORK MAKES THE DREAM WORK

ADMINISTRATION



PROMOTION

Geoff Belyea
Fire Chief



WELCOME

Clifford Campbell
Assistant Fire Chief



15 YEARS OF SERVICE

Martha Banelos
Fire Executive Assistant



Laura Provencher
Fire Executive Assistant

B-SHIFT



Kenny Diede
Fire Captain



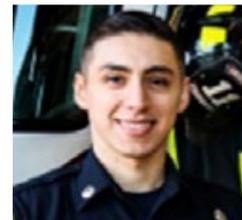
Max Etchieson
Fire Captain + Paramedic



Mark Cia
Firefighter



Eric Costello
Firefighter + Paramedic



5 YEARS OF SERVICE

Robert Rojas
Firefighter + Paramedic



Andrew O'Shaughnessy
Firefighter



Davis Pratt
Probationary Firefighter



WELCOME

Conner Alexander
Probationary Firefighter + Paramedic

A-SHIFT



Ron Prettyman
Fire Captain



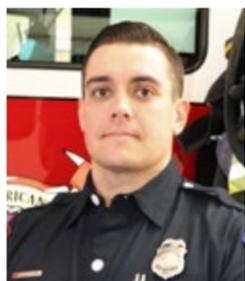
Dave Medina
Fire Captain



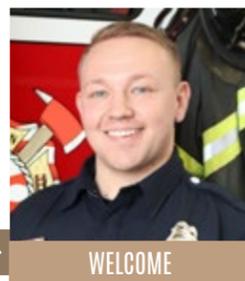
Chad Pilkington
Firefighter + Paramedic



Francisco Cano
Firefighter + Paramedic



Kyle Murchison
Probationary Firefighter



WELCOME

Christopher Heim
Probationary Firefighter



Marshal
Our Favorite Mascot

C-SHIFT



Jose Martin
Fire Captain

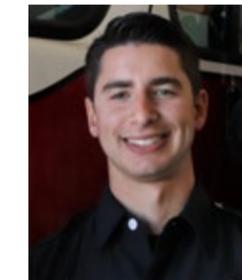


5 YEARS OF SERVICE

EJ Abalos
Firefighter



Donevin Steele
Firefighter + Paramedic



Spyro Drossos
Firefighter + Paramedic



Preston Quick
Firefighter



WELCOME

Eric Hanson
Probationary Firefighter + Paramedic



WELCOME

Sarah Bayersdorfer
Probationary Firefighter

OUR TEAM

NEW OATHS OF SERVICE



Swearing In Ceremony on November 22, 2022

Left to Right: Firefighter Sarah Bayersdorfer, Firefighter Christopher Heim, Firefighter Paramedic Conner Alexander, Firefighter Eric Hanson, Assistant Fire Chief Clifford Campbell

SPECIAL THANKS TO OUR RESERVE FIREFIGHTERS



Bryant II
Reserve Firefighter



Helems
Reserve Firefighter



Pelletier
Reserve Firefighter

THANK YOU FOR YOUR SERVICE



MICHAEL P. CAHILL, Fire Chief | August 2020 – June 2022

Fire Chief Michael P. Cahill joined the Fire District with a wealth of experience in the California Fire Service, boasting over thirty years in the field. Of these, twenty years have been dedicated to management and administration in a variety of municipal, county, and state agencies.

Throughout his career, Fire Chief Cahill has served as Fire Chief for several prominent organizations, including the Sonoma County Fire Department, the City of Sonoma Fire Department, the Sonoma Valley Fire Rescue, the City of Woodland Fire Department, and the Windsor Fire Department.

The Fire District extends its heartfelt gratitude for Fire Chief Cahill's dedicated service and contributions. As he moves on to the next chapter in his career, the District wishes him all the best and continued success.



JAMES COMISKY, Interim Assistant Fire Chief | July 2022 – November 2022

The Fire District was fortunate to have Assistant Fire Chief James Comisky back in its ranks. He served the District as Interim Fire Chief during 2020 - 2021. Upon his return in July 2022, he provided essential operational support during the recruitment process for a new Assistant Fire Chief.

With over 30 years of experience in the fire service, including tactical and operational knowledge, Assistant Fire Chief Comisky is a highly regarded leader in the firefighting community. Additionally, he holds a notable position as the President of the Fire Districts Association of California.

The Fire District expresses its sincere gratitude for Interim Assistant Chief Comisky's dedication and service. His contributions to the district have been immeasurable and his leadership has been invaluable. Thank you, Chief Comisky, for all that you have done for the Fire District.



JOSHUA CORDEIRO, Fire Captain | March 2008 – June 2022

The Fire District extends its sincere thanks to Fire Captain Joshua Cordeiro for his dedicated service. During his time with the District, Captain Cordeiro played a key role in securing funding for the 911 Memorial located at the Public Safety Facility. He demonstrated exceptional dedication and commitment, working tirelessly organizing fundraising events such as baseball tournaments and approaching local businesses and citizens for donations. Captain Cordeiro also played a crucial role in the maintenance of the fire station and was responsible for the upkeep of vital wildland tools and equipment.

As Fire Captain Cordeiro embarks on his retirement, the Fire District wishes him all the best. His contributions to the District have been invaluable and his tireless work will be greatly missed. Thank you, Captain Cordeiro, for your service and dedication to the Fire District and the community it serves.



MARK CIA, Firefighter | October 2004 – December 2022

The Fire District extends its sincerest thanks to Firefighter Mark Cia for his dedicated service. Firefighter Cia was a highly active and valued member of the team, taking on numerous important responsibilities during his tenure with the District. Some of his invaluable contributions include maintaining extrication equipment, equipping the new rescue apparatus, ensuring the readiness of urban search and rescue personal protective equipment, overseeing the upkeep of Holmatro rescue equipment, managing physical fitness and gym equipment, and organizing public education events.

The team will deeply miss his hard work and unwavering dedication. His presence will be greatly missed. The Fire District extends its sincerest gratitude to Firefighter Cia for his service and wishes him all the best in his future endeavors. May his retirement be filled with new adventures and opportunities to continue making a positive impact in his community.

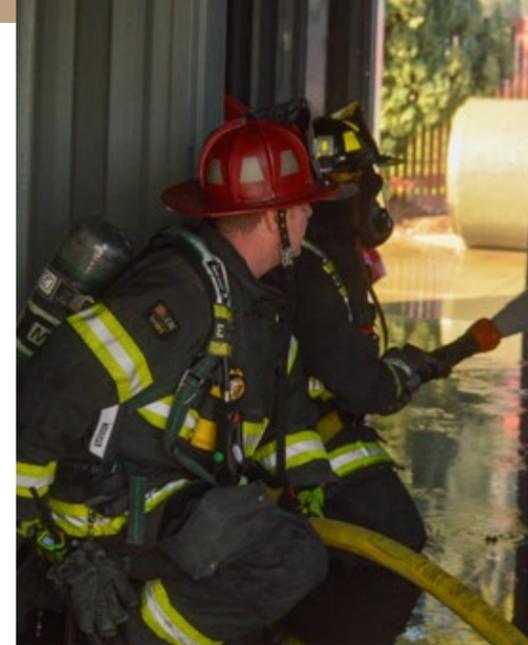
OUR TEAM

TRANSFER OF COMMAND CEREMONY

The Fire Station hosted the Transfer of Command Ceremony on June 30, 2022. This is a traditional occasion symbolizing the passing of command from one fire chief to the next. The ceremony is usually held when a fire chief retires, signifying the official change in leadership within the fire department.

The tradition of the fire chief Transfer of Command Ceremony dates back to the early days of organized firefighting, when communication was done through the use of a speaking trumpet. This instrument was used by fire officers to summon firefighters to fire scenes before modern communication methods were in place. Today, the trumpet or bugle has become a symbol of rank.

The Transfer of Command Ceremony is a significant symbol of the continuity of leadership within the fire department and a tribute to the sacrifices and devotion of those who serve in this critical role.



Transfer of Command Ceremony on June 30, 2022
Outgoing Fire Chief Michael P. Cahill transfers the authority and command to incoming Fire Chief Geoff Belyea



Swearing In Ceremony on November 22, 2022
Left to Right: Vice-Chairman Pierre Washington, Fire Chief Geoff Belyea, Boardmember Mark Joseph, Officer Lobo, Laura Provencher, Marshal, Chairman Mayor Leon Garcia, Assistant Fire Chief Clifford Campbell



AMERICAN CANYON CERT

COMMUNITY EMERGENCY RESPONSE TEAM

The Community Emergency Response Team (CERT) program educates volunteers about disaster preparedness for the hazards that may occur where they live.

CERT trains volunteers in basic disaster response skills, such as:

- Fire safety
- Light search and rescue
- Team organization

The CERT program offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations. This allows professional responders to focus on more complex tasks.

By taking and completing the CERT course, participants gain the skills and confidence necessary to help themselves, their family, neighbors and community during a disaster.

American Canyon CERT (ACCERT) has a strong, and growing membership. They are widely regarded as leaders within the community, and consistently called upon by multiple agencies to activate in larger scale incidents and community events.

To learn more about ACCERT, visit our website or Facebook page.

www.americancanyoncert.org
Facebook @americancanyoncert



2022 HIGHLIGHTS

Celebrated 5 years of service in July 2022

Currently 26 members strong

2022 Volunteer of the Year: Bruce Marks

12,000+ volunteer hours served in the last 5 years

3,400+ volunteer hours served in 2022

ACCERT TO THE RESCUE

6 TOTAL CALL OUTS

- Traffic control for structure fire on Kimberly Drive
- First deployment with Napa County Search & Rescue
- Deployment to assist at Old Fire Napa
- 3 Call outs for support at COVID Vaccination Clinics

825 HOURS TOTAL TRAINING TIME

- Napa County Safety Officer Training class
- Cross training with Napa County Search & Rescue
- Training with ACFPD
- Radio Go Box Training
- State and federal training classes
- 4 Basic CERT classes completed

425 TOTAL VOLUNTEER HOURS

- American Canyon Little League Opening Day
- Powell Helems Sr. awarded CVNL's Volunteer of the Year
- American Canyon Rocking into Spring event
- Golden Eagle Exercise
- Yountville Art, Sip, & Stroll event
- Meet Me In The Street events
- ACMS 8th Grade Promotion
- Juneteenth Celebration
- American Canyon 4th of July parade and event
- ACHS 2022 football games
- Yountville Days Parade & Festival
- American Canyon's Magic of the Season event



COMMUNITY OUTREACH

OUTREACH HIGHLIGHTS

- March 12 — Little League Opening Day
- March 16 — Hands Only CPR ACHS
- March 23 — Career Day Canyon Oaks Elementary School
- March 24 — Career Day American Canyon High School
- April 23 — Easter Event
- Every Monday — Meet The Team Mondays
- May 2 — AmCor Fire Extinguisher Training
- May 13 — DARE Graduation Calvary Baptist Christian Academy
- May 19 — DARE Graduation Canyon Oaks Elementary School
- Heart Safe Community – Meet Me in the Streets Hands Only CPR
- June 19 — Juneteenth Celebration
- 4th of July Parade
- July 14 — Auto Extrication Demo American Canyon High School
- August 2 — National Night Out
- August 10 — Meet Me in the Streets
- September 11 — 9/11 Ceremony
- September 14 — Donaldson Way Visit Government Class
- September 16 — Station Tour
- October 8 — Open House
- October 26 — Trunk or Treat Donaldson Way Elementary School
- October 27 — Trunk or Treat Napa Junction Elementary School
- October 29 — Trunk or Treat Canyon Oaks Elementary School
- October 31 — Safe Trick or Treating with AmCan Fire
- December 3 — Reindeer Run
- December 7 — Animal Shelter Adopt with a Firefighter/Cop
- December 12 — Hands Only CPR/AED Training ACHS



COMMUNITY OUTREACH

SOCIAL MEDIA HIGHLIGHTS

We reached over 150,000 people over the course of the year. Video content consistently outperformed all other forms of content including text posts, graphics, and photos.

FACEBOOK @AmCanFire

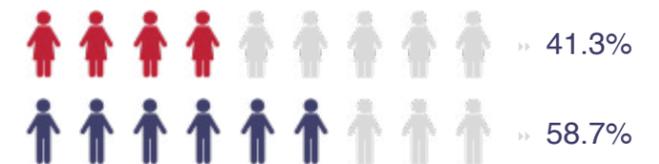


3,104 Number of Followers	244 Number of Posts	9,300 Avg weekly reach	
------------------------------	------------------------	---------------------------	--

87,753

The reach for the most popular post of the year was Mark Cia's last radio call on December 14, 2022

INSTAGRAM @AmCanFire



404 Number of Followers	146 Number of Posts	1,800 Avg weekly reach	
----------------------------	------------------------	---------------------------	--

5,734

The reach for the most popular post of the year was the Academy 2022 auto extrication on October 19, 2022

ADMINISTRATION OVERVIEW

CUSTOMER SERVICE RANKING

MONTH	TOTAL SURVEYS MAILED	TOTAL SURVEYS RETURNED	TOTAL AVERAGE RATING
January	69	13	★★★★★
February	36	2	★★★★★
March	64	12	★★★★★
April	81	9	★★★★★
May	68	9	★★★★★
June	54	7	★★★★★
July	73	17	★★★★★
August	82	13	★★★★★
September	84	7	★★★★★
October	79	12	★★★★★
November	72	7	★★★★★
December	74	8	★★★★★
TOTAL	836	116	★★★★★



TOP 5 ACCOMPLISHMENTS



LONG-TERM MASTER PLAN COMPLETED

- A comprehensive and long-term strategic plan that outlines the goals, objectives, and strategies of the department



STAFFING ADDITIONS

- Approval of two Battalion Chief positions



FLEET ENHANCEMENTS

- Agreement with Enterprise for command staff vehicles
- Lease financing for two fire engines



INSURANCE SERVICE OFFICE EVALUATION

- Completed ISO evaluation
- ISO rating 02/2Y

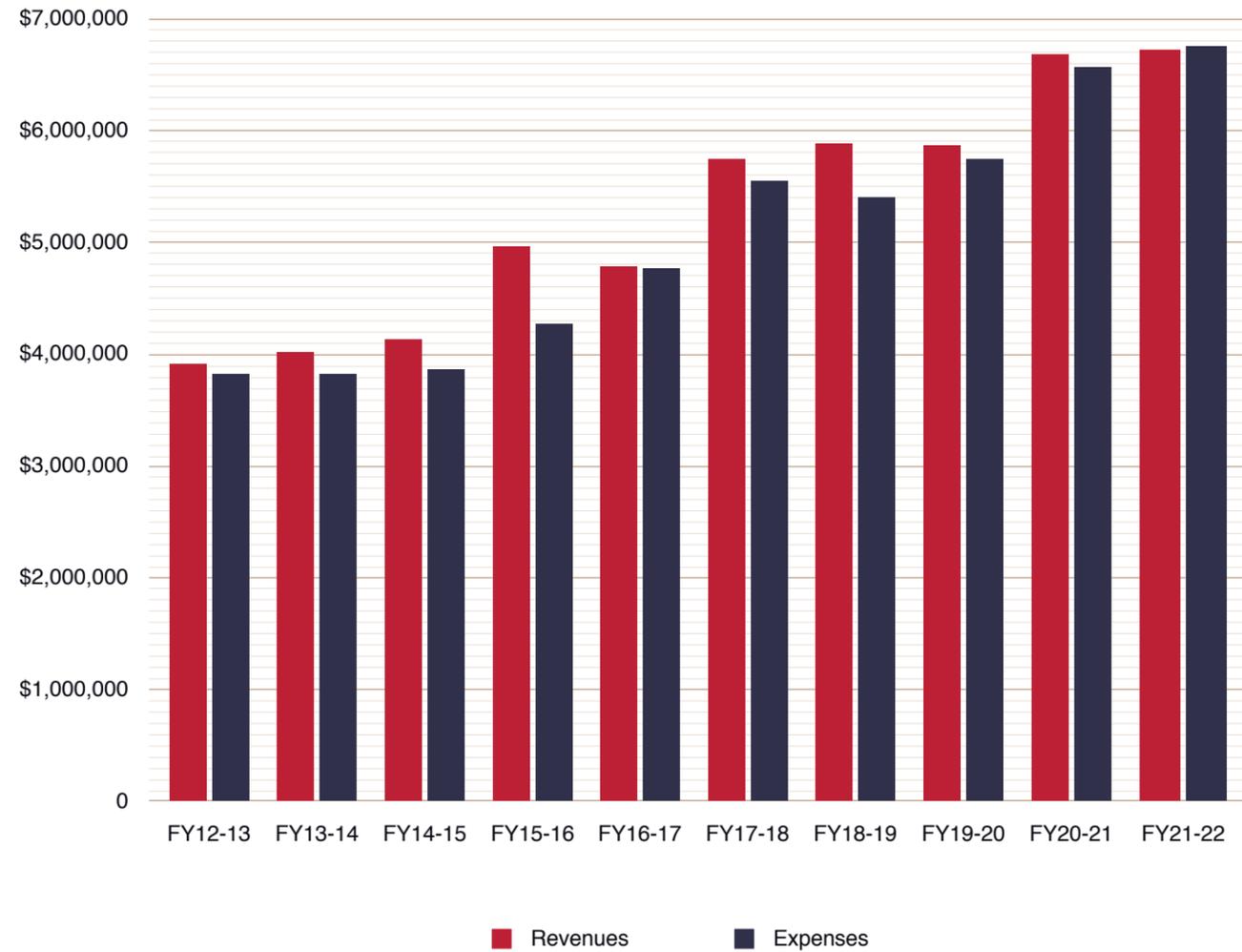


IMPLEMENTATION OF ESO

- Electronic patient care reporting

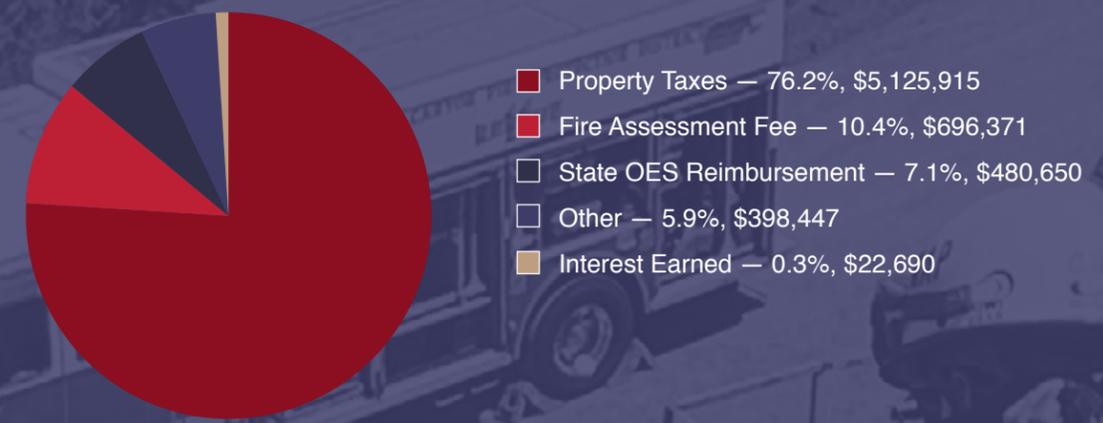
FINANCIAL SUMMARY

10-YEAR BUDGET HISTORY OF REVENUES & EXPENSES



FINANCIAL SUMMARY

FISCAL YEAR 2021 / 2022 TOTAL REVENUES \$6,724,073

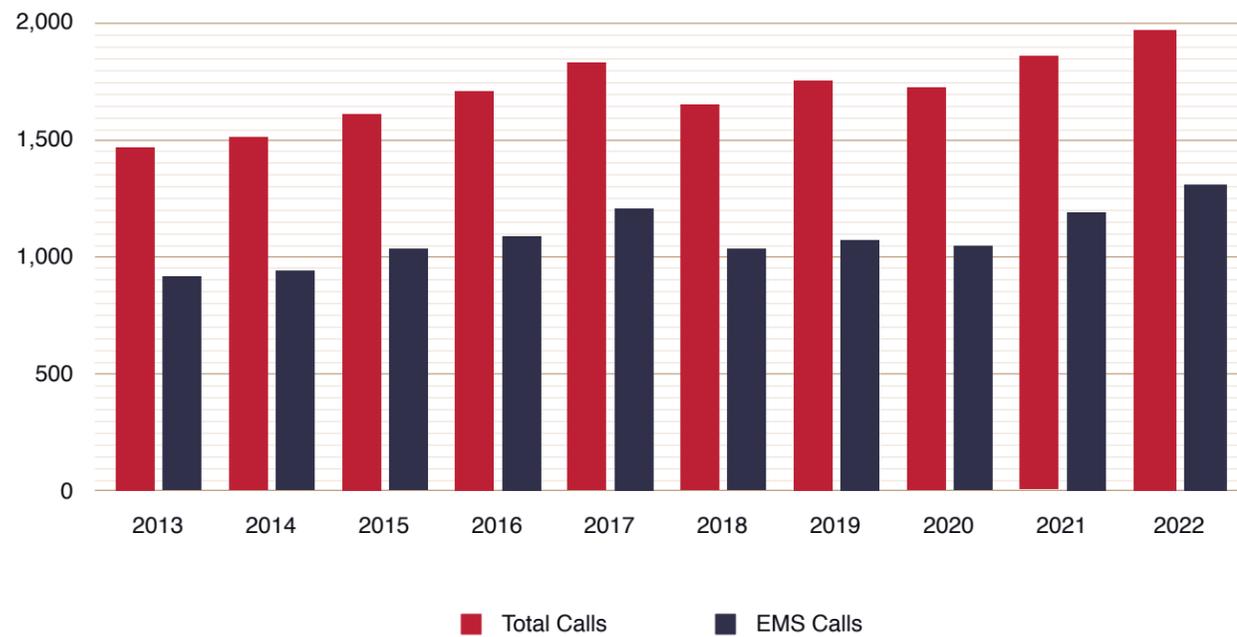


FISCAL YEAR 2021 / 2022 TOTAL EXPENSES \$6,753,180

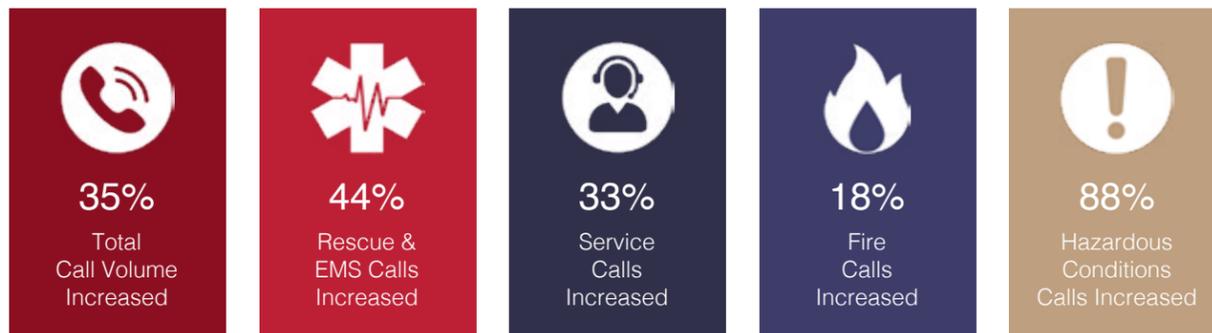


EMERGENCY INCIDENTS

10-YEAR HISTORY OF EMS CALLS IN RELATION TO TOTAL CALL VOLUME

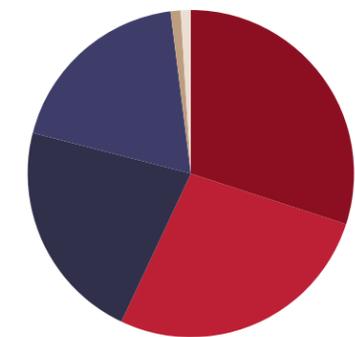
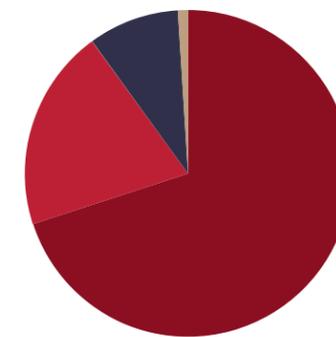
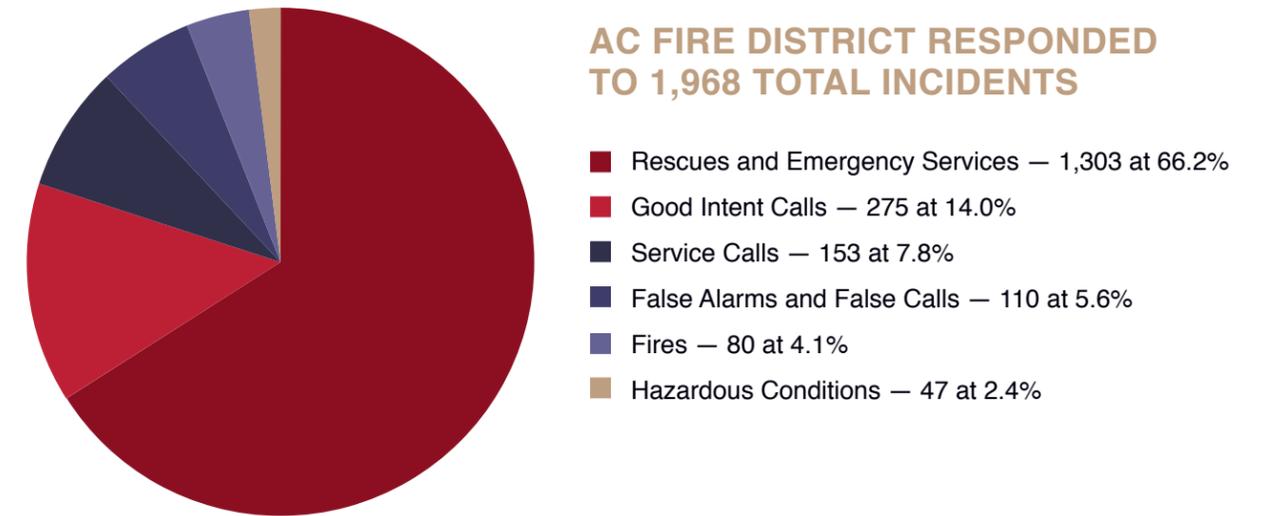


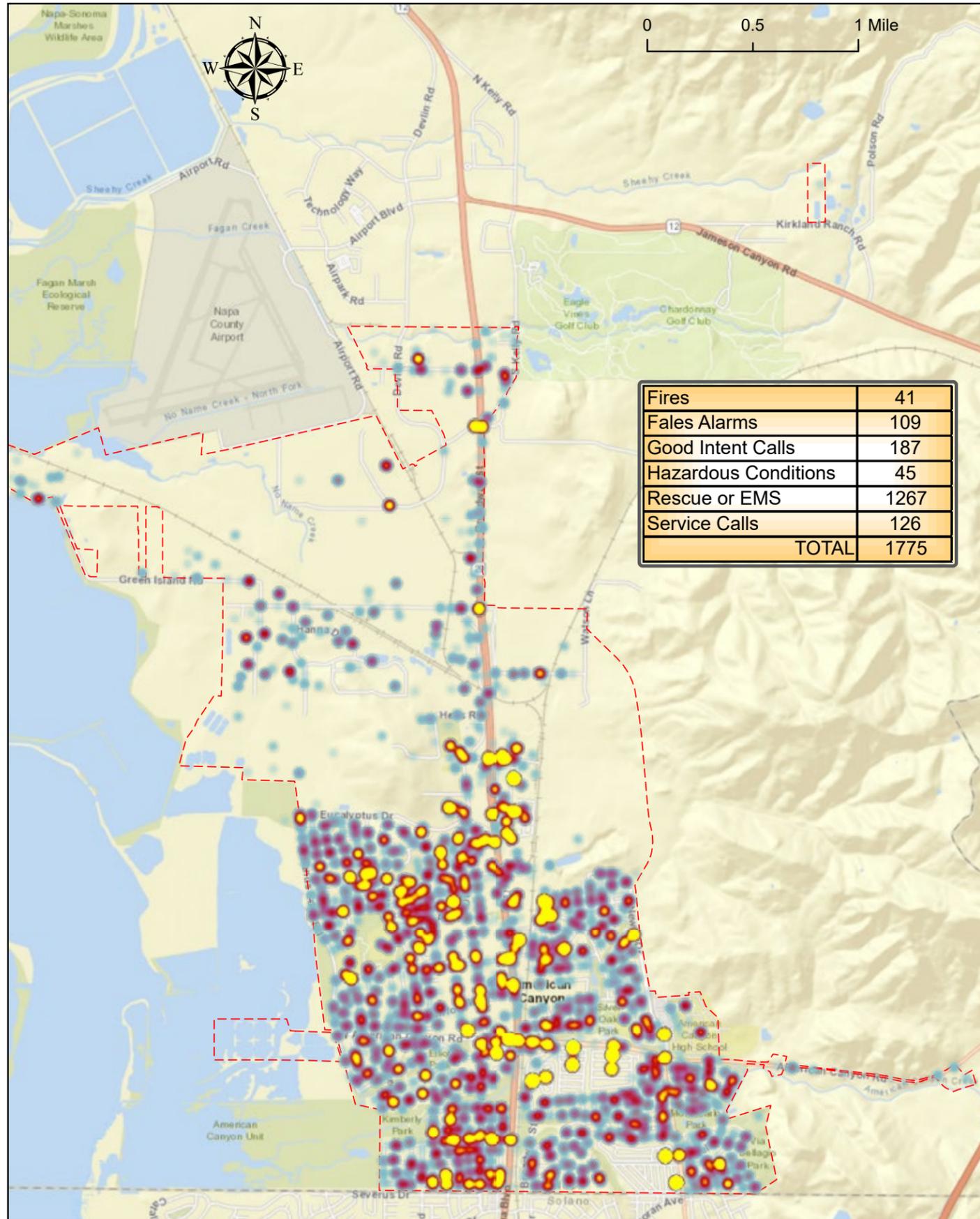
OVER THE LAST 10 YEARS...



EMERGENCY INCIDENTS

CALLS FOR SERVICE BY AREA





Fire District
Boundary

Incidents in the District in 2022



TRAINING HIGHLIGHTS

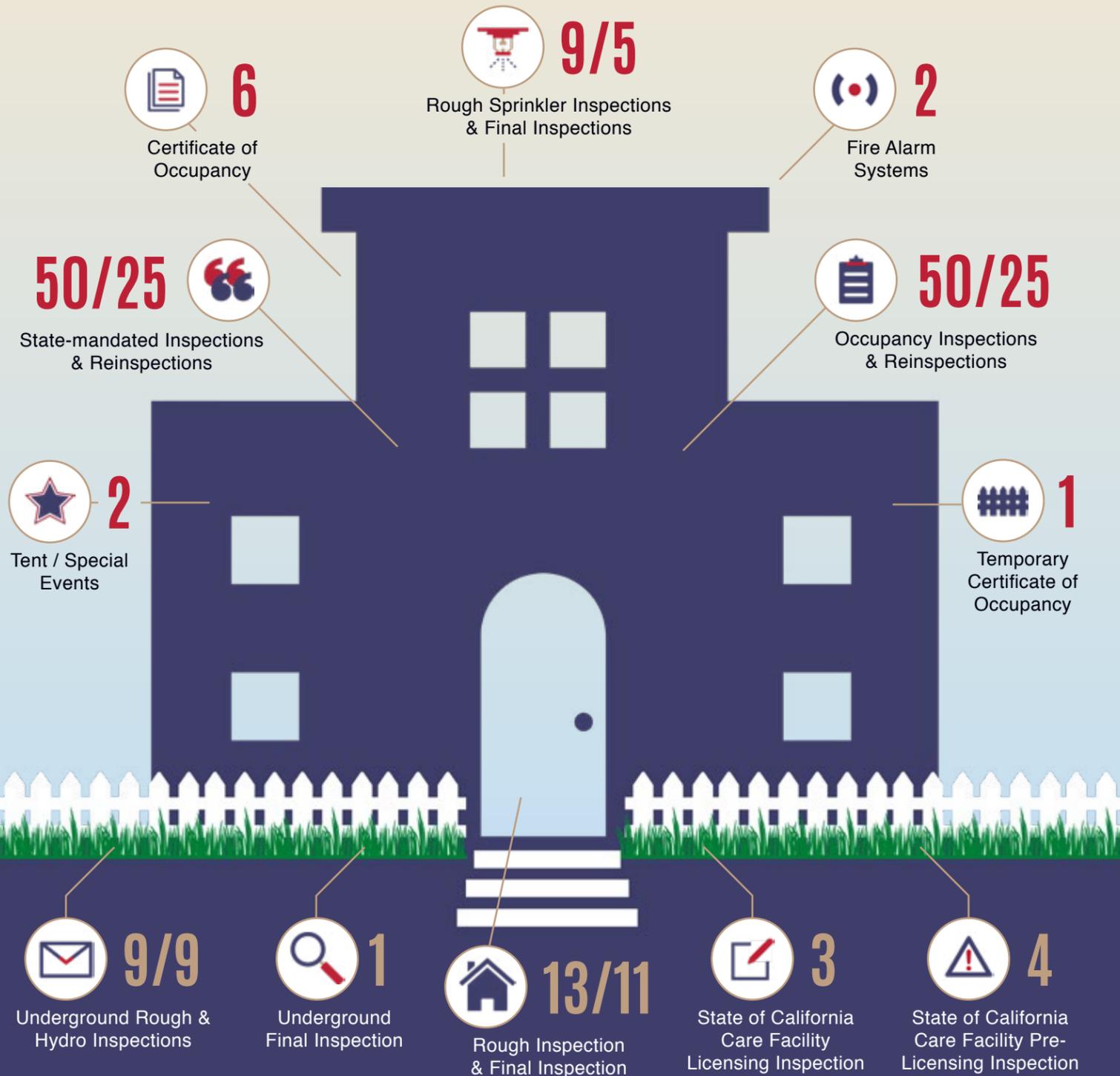
OPERATIONS & ACADEMY

- January 27 — Confined Space
- February 4 — Interior Attack Evolution
- February 15 — Search and Rescue
- March 9 — Natural Gas and Propane Fires
- March 15 — Nozzle Forward Progression
- March 29 — Patient Packaging
- March 30 — Gunshot Trauma
- April 19 — Fire Inspection Training
- May 12 — Drafting
- May 26 — Ladder Training
- July 7 — Hazardous Materials Training
- July 19 — Boat Training
- July 27 — Business Inspections
- July 27 — Emergency Vehicle Operations Course
- August 6 — Vertical Venting
- October 6 — Air Aware
- October 19 — Vehicle Extrication
- October 20 — Live Burn
- October 28 — Academy Graduation
- October 31 — Fire Extinguisher Training
- November 1 — Fire Extinguisher Westlake Stone
- November 8/9 — Leadership Team Building Training
- December 14 — Napa SWAT Task Force Training



FIRE PREVENTION

The Fire Prevention Division consists of the Fire Chief, Fire Company Inspectors, and CSG Consultants. The District entered into contract with CSG Consultants in September 2019. CSG offers experienced CSFM / ICC certified inspectors. The Fire Chief is the Fire Marshal and is responsible for code enforcement, review and engineering of fire plans, fire investigations, and fire and life safety education.



LOOKING TOWARDS THE FUTURE

“Success is not how high you have climbed, but how you make a positive difference to the world.”

ROY T. BENNETT



STAFFING

Continue to evaluate staffing models and facility needs to meet the needs of a growing community



COMMUNITY OUTREACH

Continue Community Outreach through public events and social media



RECRUITMENT

Recruitment of Firefighter with Paramedic Credential to fill existing and anticipated vacancies



UPWARD GROWTH

Promote internal promotional staffing to fill higher level positions, improved succession planning



FUTURE FUNDING

Research and secure additional Grant Opportunities



AMERICAN CANYON FIRE PROTECTION DISTRICT

2022 ANNUAL REPORT

911 DONALDSON WAY E • AMERICAN CANYON, CA 94503
AMCANFIRE.COM • @AMCANFIRE • (707) 551-0650 OR 911 IN AN EMERGENCY





2022 Annual Report

American Canyon Fire
Protection District

AMERICAN CANYON
FIRE PROTECTION DISTRICT

2022 ANNUAL REPORT



FREQUENTLY ASKED QUESTIONS

Q. What is the difference between a Fire Protection District and a City Department Fire Department?

A: A fire district and a city department fire department both provide fire and emergency services to their respective areas, but they differ in terms of their organizational structure and governance.

A fire district is a separate governmental entity established to provide fire and emergency services to a particular geographic area. The implementation of policies and programs are adopted by the Board of Directors and are delegated to the Fire Chief. The delegation of responsibility to the Fire Chief requires the Board to develop very clear, specific, and measurable expectations of this position.

On the other hand, a city department fire department is a division of a municipal government responsible for providing fire and emergency services within the city limits. The department is typically headed by a chief or commissioner who reports to the city manager.



In summary, the main difference between a fire district and a city department fire department lies in their governing structure. Fire districts are independent entities that serve a specific geographic area and are governed by an elected board, while city department fire departments are part of a municipal government and are overseen by a chief who reports to the City Manager.

COMMUNITY OUTREACH

OUTREACH HIGHLIGHTS

- March 12 — Little League Opening Day
- March 16 — Hands Only CPR ACHS
- March 23 — Career Day Canyon Oaks Elementary School
- March 24 — Career Day American Canyon High School
- April 23 — Easter Event
- Every Monday — Meet The Team Mondays
- May 2 — AmCor Fire Extinguisher Training
- May 13 — DARE Graduation Calveray Baptist Christian Academy
- May 19 — DARE Graduation Canyon Oaks Elementary School
- Heart Safe Community - Meet Me in the Streets Hands Only CPR
- June 19 — Juneteenth Celebration
- 4th of July Parade
- July 14 — Auto Extrication Demo American Canyon High School
- August 2 — National Night Out
- August 10 — Meet Me in the Streets
- September 11 — 9/11 Ceremony
- September 14 — Donaldson Way Visit Government Class
- September 16 — Station Tour
- October 8 — Open House
- October 26 — Trunk or Treat Donaldson Way Elementary School
- October 27 — Trunk or Treat Napa Junction Elementary School
- October 29 — Trunk or Treat Canyon Oaks Elementary School
- October 31 — Safe Trick or Treating with AmCan Fire
- December 3 — Reindeer Run
- December 7 — Animal Shelter Adopt with a Firefighter/Cop
- December 12 — Hands Only CPR/AED Training ACHS



SOCIAL MEDIA HIGHLIGHTS

We reached over 150,000 people over the course of the year. Video content consistently outperformed all other forms of content including text posts, graphics, and photos.

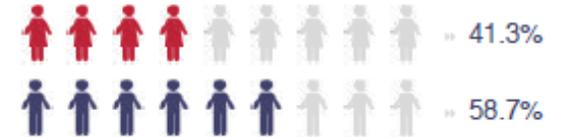
FACEBOOK @AmCanFire



87,753

The reach for the most popular post of the year was Mark Cia's last radio call on December 14, 2022

INSTAGRAM @AmCanFire



5,734

The reach for the most popular post of the year was the Academy 2022 auto extrication on October 19, 2022



Administrative Overview

MONTH	TOTAL SURVEYS MAILED	TOTAL SURVEYS RETURNED	TOTAL AVERAGE RATING
January	69	13	★★★★★
February	36	2	★★★★★
March	64	12	★★★★★
April	81	9	★★★★★
May	68	9	★★★★★
June	54	7	★★★★★
July	73	17	★★★★★
August	82	13	★★★★★
September	84	7	★★★★★
October	79	12	★★★★★
November	72	7	★★★★★
December	74	8	★★★★★
TOTAL	836	116	★★★★★

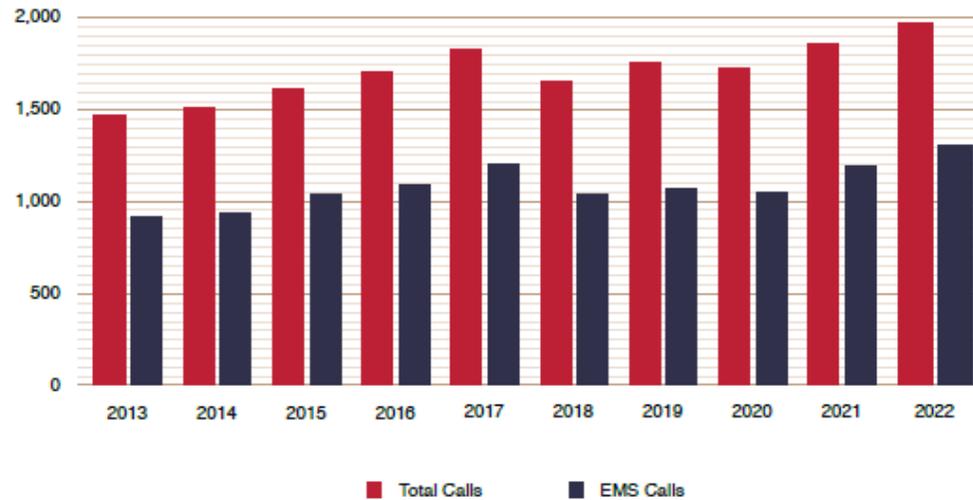
In 2022 the District sent out 836 Customer Surveys and received 116 responses. Citizens were asked to rate the quality of the service they received. The average rating was 5.

TOP 5 ACCOMPLISHMENTS

	<p>LONG-TERM MASTER PLAN COMPLETED</p> <ul style="list-style-type: none">• A comprehensive and long-term strategic plan that outlines the goals, objectives, and strategies of the department
	<p>STAFFING ADDITIONS</p> <ul style="list-style-type: none">• Approval of two Battalion Chief positions
	<p>FLEET ENHANCEMENTS</p> <ul style="list-style-type: none">• Agreement with Enterprise for command staff vehicles• Lease financing for two fire engines
	<p>INSURANCE SERVICE OFFICE EVALUATION</p> <ul style="list-style-type: none">• Completed ISO evaluation• ISO rating 02/2Y
	<p>IMPLEMENTATION OF ESO</p> <ul style="list-style-type: none">• Electronic patient care reporting

EMERGENCY INCIDENTS

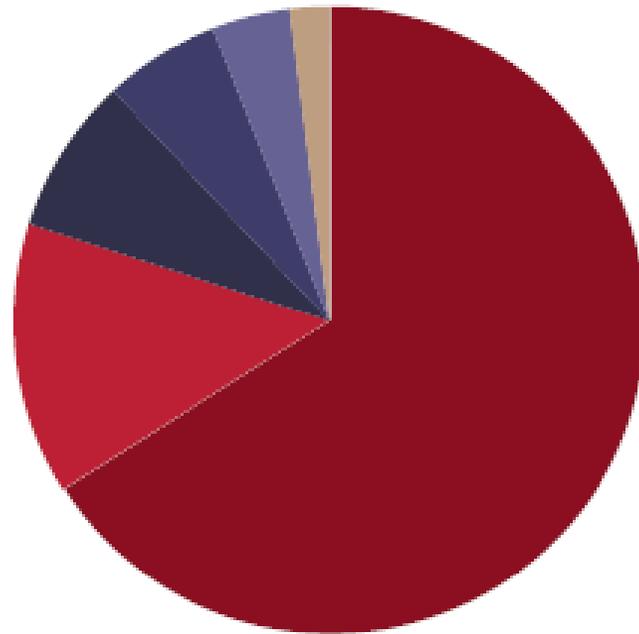
10-YEAR HISTORY OF EMS CALL IN RELATION TO TOTAL CALL VOLUME



OVER THE LAST 10 YEARS...



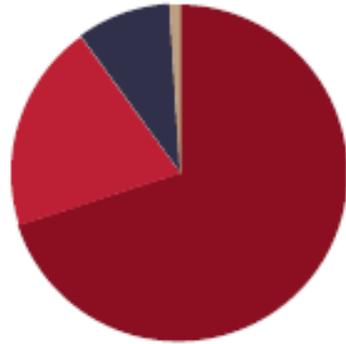
TOTAL CALLS FOR SERVICE IN 2022



AC FIRE DISTRICT RESPONDED
TO 1,968 TOTAL INCIDENTS

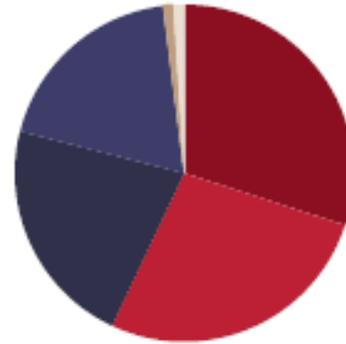
- Rescues and Emergency Services — 1,303 at 66.2%
- Good Intent Calls — 275 at 14.0%
- Service Calls — 153 at 7.8%
- False Alarms and False Calls — 110 at 5.6%
- Fires — 80 at 4.1%
- Hazardous Conditions — 47 at 2.4%

Calls for Service by Incident Out of District



AC FIRE DISTRICT RESPONDED TO 71 NAPA INCIDENTS

- Good Intent Incidents — 50 at 70.4%
- Rescue and EMS — 14 at 19.7%
- Fires — 6 at 8.5%
- Hazardous Conditions — 1 at 1.4%

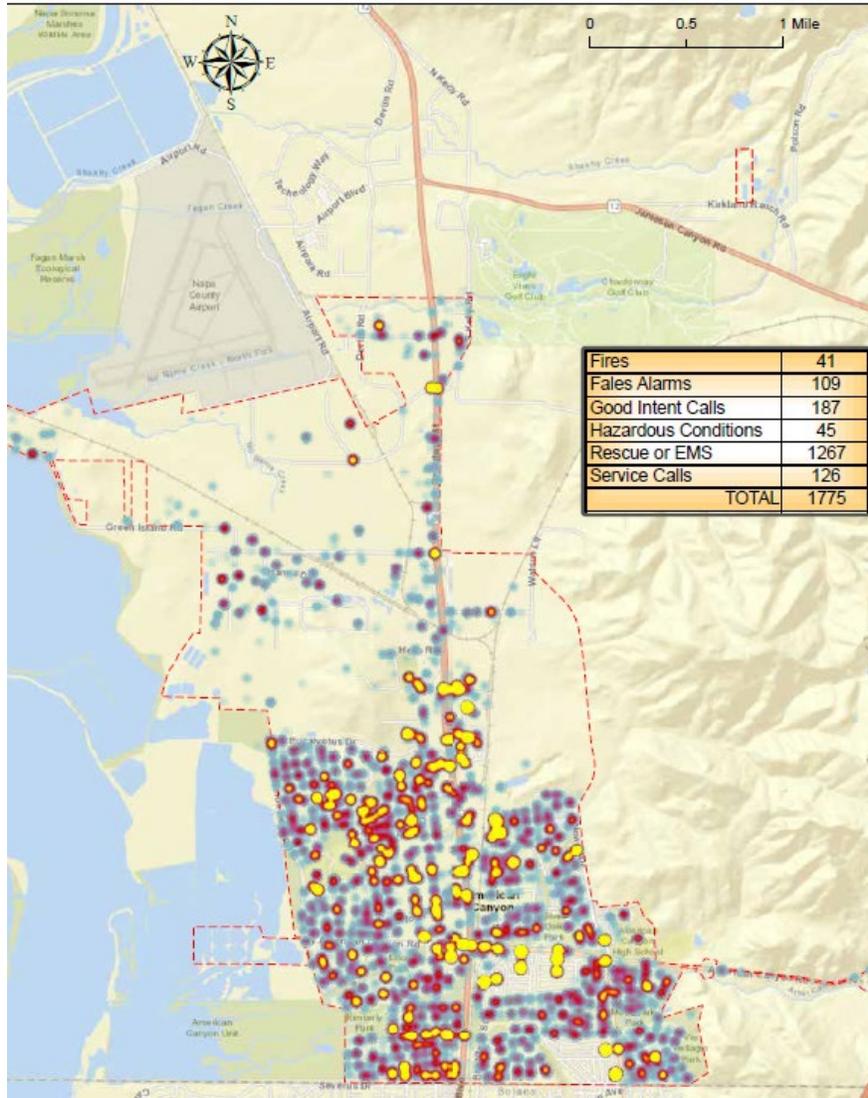


AC FIRE DISTRICT RESPONDED TO 107 VALLEJO INCIDENTS

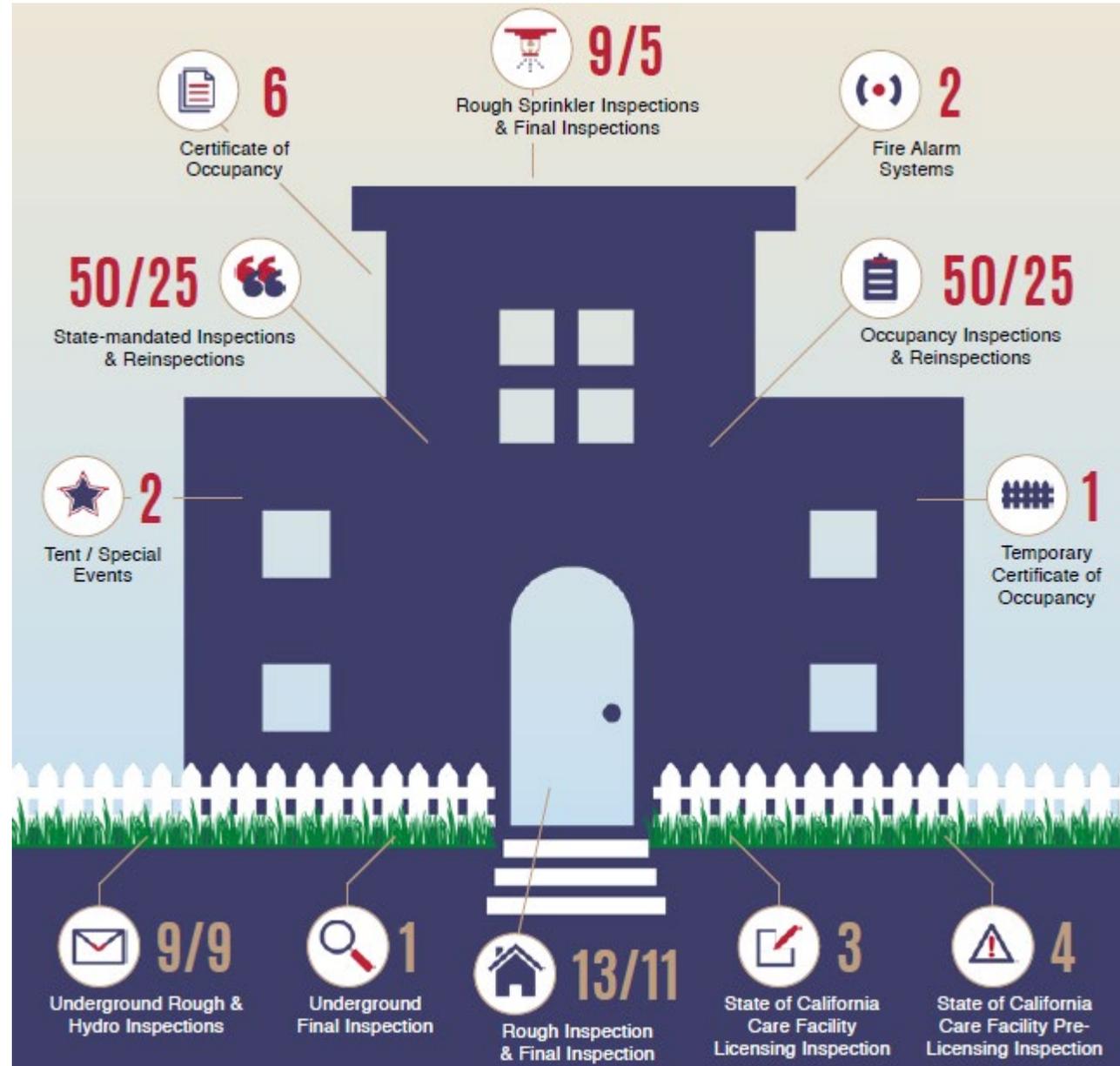
- Good Intent Incidents — 32 at 29.9%
- Fires — 29 at 27.1%
- Service Calls — 24 at 22.4%
- Rescue and EMS — 20 at 18.7%
- Hazardous Conditions — 1 or 0.9%
- False Alarms and False Calls — 1 or 0.9%

EMERGENCY INCIDENTS IN DISTRICT

HEAT MAP



Fire Prevention



LOOKING TOWARD THE FUTURE



STAFFING

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COMMUNITY OUTREACH

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UPWARD GROWTH

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FUTURE FUNDING

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FABRIKAM RESIDENCES

Thank you!