



AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD MEETING

AGENDA

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

September 26, 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: Please submit written comments through the eComments link located on the Meetings & Agendas page of our website [here](#). Comments received before the 3:00 p.m. day-of-meeting cutoff time will be routed to all Board Members at that time. eComments will remain open throughout the meeting, and all comments received will be posted online and become part of the meeting record.

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

Zoom Meeting Link: [Click here](#)

Meeting ID: 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. **Conference with Legal Counsel -Anticipated Litigation.
Pursuant to Government Code Section 54956.9 (d)(2).
Three Matters; and**
2. **Matters Relating to Public Employment - Pursuant to Government Code Section 54957 (b).
Position: Staffing Personnel Matter.
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 agendized for Closed Session consideration. At 6:30 p.m. the Board of Directors will reconvene into Open Session and then resume Closed Session at the end of the meeting to address outstanding items, if necessary.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

PROCLAMATIONS AND PRESENTATIONS

3. **CERT Month Proclamation**
4. **Fire Prevention Month Proclamation**
5. **Sudden Cardiac Month Proclamation**

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

6. **Minutes of the Fire District Board Meeting of August 22, 2023.**
Recommendation: Approve the Minutes of the Fire District Board Meeting of August 22, 2023.
7. **Report Upon Return from Closed Session: August 22, 2023.**
Recommendation: Approve the Report Upon Return from Closed Session August 22, 2023.
8. **Accept the California Office of Traffic Safety grant award in the amount of \$100,000.00 for extrication equipment.**
Recommendation: Consider adopting Resolution 2023-25 authorizing the Fire Chief to accept a grant award in the amount of \$100,000.00 from the California Office of Traffic Safety for extrication equipment.
9. **Accept the State of California Department of Parks and Recreation Division of Boating and Waterways for a patrol/rescue boat in the amount of \$44,934.00.**
Recommendation: Consider adopting Resolution 2023-26 authorizing the Fire Chief to accept a grant award in the amount of \$44,934.00 from the State of California Department of Parks and Recreation Division of Boating and Waterways for a patrol/rescue boat.
10. **First-In Alerting System.**
Recommendation: Adopt Resolution 2023-27 authorizing the purchase for WESTNET First - In Alerting Smart Station System for Station 211 in the amount of \$66,135.77.

PUBLIC HEARINGS

11. **Approve the Final Operating and Capital Budgets for the American Canyon Fire Protection District for Fiscal Year 2023-2024.**
Recommendation: Hold a Public Hearing and adopt a resolution approving the Final Operating and Capital Budgets for the American Canyon Fire Protection District for Fiscal Year 2023-2024.

BUSINESS

None

FIRE CHIEF ORAL REPORT

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

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

ADJOURNMENT

CERTIFICATION

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

Geoff Belyea, Fire District Chief

AMERICAN CANYON FIRE PROTECTION DISTRICT



PROCLAIMING THE MONTH OF OCTOBER 2023 AS

National Community Emergency Response Team Month

WHEREAS, community safety and disaster preparedness are of paramount importance to the well-being and resilience of our citizens; and

WHEREAS, the Community Emergency Response Team (CERT) program has consistently demonstrated its commitment to educating and empowering individuals to effectively respond to emergencies, thereby enhancing the overall safety and preparedness of our community; and

WHEREAS, the CERT program, through its comprehensive training and hands-on exercises, equips participants with essential life-saving skills, such as basic first aid and disaster communication; and

WHEREAS, the dedication and volunteerism exhibited by CERT members serve as an exemplary model of civic engagement, as they selflessly offer their time and expertise to support our community in times of crisis; and

WHEREAS, the collaborative efforts of CERT members, alongside the American Canyon Fire Protections District, have consistently showcased the positive impact of citizen involvement in disaster response and recovery; and

WHEREAS, the CERT program stands as a testament to the unwavering spirit of community cooperation and preparedness, serving as an inspiration for all residents to take an active role in ensuring the safety and well-being of our neighbors;

NOW, THEREFORE, I Leon Garcia, Chairman of the Board, do hereby proclaim October, 2023 as **Community Emergency Response Team (CERT) Awareness Month**, and I urge all residents to recognize the invaluable contributions of CERT members, to participate in CERT training opportunities, and to continue fostering a culture of preparedness within our community.

Leon Garcia, Chairman of the Board

Dated: September 26, 2023

AMERICAN CANYON FIRE PROTECTION DISTRICT



PROCLAIMING THE MONTH OF OCTOBER 2023 AS

Fire Prevention Month

WHEREAS, the American Canyon Fire Protection District is committed to ensuring the safety and security of all those living in and visiting our state; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,800 people in the United States in 2021, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 338,000 home fires; and

WHEREAS, cooking is the leading cause of home fires in the United States and fire departments responded to more than 166,400 annually between 2016 and 2020; and

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

WHEREAS, American Canyon residents should turn pot handles toward the back of the stove; always keep a lid nearby when cooking; keep a three-foot kid-free zone around the stove, oven, and other things that could get hot; watch what they heat; and set a timer to remind them that they are cooking; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, American Canyon’s first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, American Canyon’s residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2023 Fire Prevention Week theme, “Cooking safety starts with YOU. Pay attention to fire prevention,” effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW, THEREFORE, BE IT RESOLVED that I, Leon Garcia, Chairman of the Board of Directors of the American Canyon Fire Protection District, hereby proclaim October 2023 as Fire Prevention month and I urge all the people of American Canyon to check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Week 2023, and to support the many public safety activities and efforts of the Fire District’s fire and emergency services.

Leon Garcia, Chairman of the Board

Dated: September 26, 2023

AMERICAN CANYON FIRE PROTECTION DISTRICT



PROCLAIMING THE MONTH OF OCTOBER 2023 AS

Sudden Cardiac Arrest Awareness Month

WHEREAS, Sudden cardiac arrest is a life-threatening emergency that occurs when the heart suddenly stops beating, and can occur in someone who may or may not have been diagnosed with heart disease; and

WHEREAS, Approximately 1,000 people in the United States experience sudden cardiac arrest every day, and currently only about 10% survive; however when bystanders intervene immediately by giving CPR, survival rates double or triple; and

WHEREAS, Survival depends on a bystander recognizing that a sudden cardiac arrest has occurred, calling 911, starting CPR, and using an Automated External Defibrillator, if available, as soon as possible; and

WHEREAS, The American Canyon Fire Protection District encourages businesses and organizations with an Automated External Defibrillator to register their AED's locations with the Napa County Emergency Medical Services, so these life saving devices can be disclosed to 9-1-1 dispatchers and those nearby during a cardiac emergency.

NOW, THEREFORE, BE IT RESOLVED that I, Leon Garcia, Chairman of the Board of Directors of the American Canyon Fire Protection District, hereby proclaim October 2023 as Cardiac Arrest Awareness Month.

Leon Garcia, Chairman of the Board

Dated: September 26, 2023

American Canyon Fire Protection District
Board Meeting
ACTION MINUTES
August 22, 2023

6:30 P.M. OPEN SESSION

CALL TO ORDER

Chair Garcia called the Meeting to Order at XX 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 5:32 p.m. After ascertaining that there were no public comments on the matters agendaized for Closed Session consideration: The District Counsel requested that additional matters be added for Closed Session consideration: (1) an additional matter for consideration under Closed Session Agenda Item No. 2., Potential Litigation; and, (2) designated Closed Session Agenda Item No. 3., Existing Litigation under Government Code Section 54956.9(d)(1), the matter of Sanchez v. Glen Weeks et al., Napa County Superior court Case no. 21CV00055. The Board approved the additions (5-0) and adjourned to closed Session at 5:36 p.m. to address the matters agendaized for Closed Session Consideration. and after authorizing by a unanimous vote for the addition of one matter of existing litigation. Closed Session was concluded at 6:12 p.m. With respect to the matters considered in Closed Session, a written report will be provided consistent with the provisions of Government Code Section 54957.1. closed Session concluded at 6:12 pm where it was indicated that a written report upon return consistent with Government Code Section 54957.1 will be prepared.

PROCLAMATIONS AND PRESENTATIONS

None

PUBLIC COMMENT

None

AGENDA CHANGES

None

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

3. **Minutes of Fire District Board Meeting of July 25, 2023.**

Action: Approved the Minutes of the Fire District Board Meeting of July 25, 2023.

4. **Report Upon Return from Closed Session: July 25, 2023.**

Action: Approved the Report Upon Return from Closed Session July 25, 2023.

5. **Purchase for required software updates to 19 APX8000XE FLASHPORT Radios**

Action: Adopted Resolution 2023-24 authorizing the purchase for required software updates to 19 APX8000XE FLASHPORT Radios in the amount of \$32,117.26.

PUBLIC HEARINGS

None

BUSINESS

None

FIRE CHIEF ORAL REPORT

Last week, the Fire Chief participated in the LAFCO scoping meeting concerning the upcoming MSR. This review will assess Fire/EMS services in the County, as required every five years by LAFCO. The previous fire services review by LAFCO occurred in 2006. The deadline for potential consultants to bid for the MSR services is in September. Completion of the MSR is expected in late 2024 or early 2025.

EMS constitutes a significant portion, around 60%, of the District's emergency calls. The District is actively engaged in promoting hands-only CPR within the community. During the recent Meet Me in the Streets events, over 350 individuals were educated on Hands-Only CPR. Additionally, tonight, the District in collaboration with American Medical Response is holding at the high school to educate parents, coaches, and athletes about hands-only CPR.

The 911 Memorial Ceremony is scheduled for September 11th at 11:00 am at the Public Safety Facility.

The District has been informed by the Office of Traffic Safety about a tentative allocation of \$100,000 for acquiring two full sets of extrication equipment, (Jaws of Life).

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

None

ADJOURNMENT

Meeting was adjourned at 6:42 p.m.

CERTIFICATION

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
Telephone: (650) 843-8080
Facsimile: (650) 843-8093

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

File No: 199/3

August 23, 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; August 22, 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 August 22, 2023 Virtual Regular Meeting, consistent with Government Code Section 54957.1.

After convening in Open Session at 5:32 p.m. and ascertaining that there were no public comments on Closed Session matters, District Counsel recommended two additional matters for Closed Session consideration: (1) an additional matter for consideration under Closed Session Agenda Item No. 2., Potential Litigation; and, (2) a to be designated Closed Session Agenda Item No. 3., Existing Litigation under Government Code Section 54956.9(d)(1), the matter of *Sanchez v. Glen Weeks et al.*, Napa County Superior Court Case No. 21CV00055. The Board then approved the additions (5-0) and 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 Matter.
One Matter; and,
2. Conference with Legal Counsel – Potential Litigation
Pursuant to Government Code Section 54956.9(d)(2)
One Matter

The Honorable Leon Garcia, Chair
and Members of the Fire District Board of Directors
August 23, 2023
Page 2

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

With respect to District Closed Session Agenda Item No. 2., for both matters considered, there was no portable action under the common-law attorney-client privilege and that provided by Government code section 54956.9(d)(2).

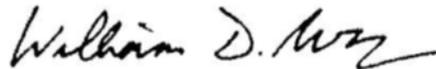
With respect to District Closed Session Agenda Item No. 3., there was no reportable action under the common-law attorney-client privilege and that provided by Government code section 54956.9(d)(1).

The Closed Session concluded at 6:12 p.m., where it was indicated that a written report upon return consistent with Government Code Section 54957.1, would be prepared.

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

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

Very truly yours,



William D. Ross
District Counsel

WDR:jf

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



TITLE

Accept the California Office of Traffic Safety grant award in the amount of \$100,000.00 for extrication equipment.

RECOMMENDATION

Consider adopting Resolution 2023-25 authorizing the Fire Chief to accept a grant award in the amount of \$100,000.00 from the California Office of Traffic Safety for extrication equipment.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The American Canyon Fire Protection District (District) applied for a grant under the California Office of Traffic Safety (OTS) for extrication equipment. This grant will play a pivotal role in enhancing our emergency response capabilities and ensuring the safety and well-being of our community members.

The narrative for the award highlighted the critical need for updated extrication equipment, considering the alarming statistics related to traffic collisions and the unique challenges faced by our District. State Highway 29 runs through the center of American Canyon and is prone to high-speed collisions and as a result, our personnel have encountered hazardous situations while responding to incidents in the area. The grant's provision of new extrication equipment will replace outdated and unreliable tools, significantly improving our ability to save lives and maintain public safety.

Our current extrication equipment, which is over 22 years old, has been prone to frequent malfunctions and breakdowns. This jeopardizes both victims and our personnel, as functional safety equipment is essential for effective emergency response. Additionally, the technological advancements and changes in vehicle materials necessitate modern extrication tools to handle the diverse range of incidents we encounter. We are not only dealing with vehicle extrication, but also complex scenarios involving train accidents, industrial incidents, and specialized urban search and rescue operations.

The impact of this grant will extend beyond our immediate jurisdiction. The American Canyon Fire

Protection District collaborates closely with neighboring agencies, responding to incidents on major highways and railroads. The grant-funded equipment will enhance the capabilities of our Urban Search and Rescue Team, contributing to a higher survival rate in emergencies involving confined spaces, structural collapses, and other complex scenarios.

Timely care for crash victims is crucial in minimizing fatalities and injury severity. First responders play a vital role in swiftly locating, stabilizing, and transporting injured individuals for medical attention. Recent studies demonstrate that an effective emergency trauma care system can enhance survival rates for serious injuries by up to 25%, while coordinated county-level trauma care systems can reduce crash fatality rates by as much as 50%. The Safe System approach acknowledges the inevitability of crashes but emphasizes reducing injury severity through proactive measures, like post-crash care and layered protection strategies. Grant programs targeting emergency medical services (EMS) include upgrading extrication equipment, enabling responders to swiftly reach and assist occupants trapped in vehicles. Outdated equipment among many emergency response agencies hinders their ability to provide rapid assistance and maximize victim survivability.

The District agrees to comply with OTS requirements for grant funding. The District agrees to pay for the project expenses and then wait 90 days to be reimbursed.

FISCAL IMPACT

The District commits to covering the project expenses associated with the grant, which will be initially funded from the FFE (Fleet, Facilities, and Equipment) fund. In accordance with the terms of the grant agreement, the District will request grant reimbursements and wait 90 days to be reimbursed. The total reimbursement amount is expected to be \$100,000.00. Once the grant reimbursements are received, the funds will be returned to the FFE fund.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

ATTACHMENTS:

- [1. Resolution 2023-25 OTS Grant Acceptance](#)
- [2. EM24002 Draft Grant Agreement 2](#)

RESOLUTION NO. 2023-25

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT AUTHORIZING THE FIRE CHIEF TO ACCEPT A GRANT AWARD IN THE AMOUNT OF \$100,000.00 FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR EXTRICATION EQUIPMENT

WHEREAS, the American Canyon Fire Protection District (District) recognizes the critical importance of enhancing our emergency response capabilities to ensure the safety and well-being of our community members; and

WHEREAS, the District has submitted an application for a grant from the California Office of Traffic Safety (OTS) to secure funding for extrication equipment, which plays a pivotal role in improving our ability to respond effectively to emergencies; and

WHEREAS, the alarming statistics related to traffic collisions, compounded by the unique challenges faced by our District, underscore the dire need for updated extrication equipment; and

WHEREAS, the existing extrication equipment, which has served for over 22 years, is susceptible to frequent malfunctions and breakdowns, posing a risk to both victims and our personnel and hampering our ability to mount effective emergency responses; and

WHEREAS, the District agrees to pay for the project expenses from the FFE Fund, and the District shall grant the reimbursement as outlined by OTS, which entails a waiting period of up to 90 days following the completion of the project. Once the grant reimbursement is received, the funds will be returned to the FFE fund; and

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the American Canyon Fire Protection District authorizes the Fire Chief to accept the grant in the amount of \$100,000.00 from the California Office of Traffic Safety for the purchase of extrication equipment consistent with the terms of the grant.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 26th day of September, 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

<p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu</p> <p>ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p>	<p>9. SAM INFORMATION</p> <p>SAM #: GWQFF3NEX6N7</p> <p>REGISTERED</p> <p>ADDRESS: 911 Donaldson WAY E</p> <p>CITY: American Canyon</p> <p>ZIP+4: 94503-3191</p>
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		\$100,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$100,000.00
<p><i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i></p>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$100,000.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

1. PROBLEM STATEMENT

The American Canyon Fire Protection District (District) is located at the southern tip of Napa County and exists as a subsidiary Special District to the City of American Canyon (City). It is the third largest agency in Napa County with a population of approximately 22,000 people. The District's jurisdiction covers the City and additional unincorporated areas in Napa County surrounding the City limits. The District's actual jurisdiction is approximately eight square miles in size. The District is frequently called upon to provide automatic and mutual aid to multiple agencies in Napa and Solano Counties.

Last year a total of 432 traffic collisions were reported to the American Canyon Police Department. The majority of injury, high speed, or significant damage traffic collisions within the District's jurisdiction occur on State Highway 29, which runs directly through the center of American Canyon, approximately 7.5 miles within the District boundaries. Per the Travel Behavior Study completed by the Napa Valley Transportation Authority completed in March of 2020, the Statewide average for injury and fatalities is .41%. In American Canyon along Highway 29 that percentage is over double that at .86%. In 2022, American Canyon Police Department pursued 67 (sixty-seven) vehicles at a high rate of speed on Highway 29, exposing both the Police Department personnel and those traveling, both in vehicles, on bicycles, and pedestrians to a higher risk or life-threatening injury. American Canyon also responds for 'mutual aid' to the City of Vallejo which covers State Highway 37, and portions of Interstate 80, the City of Fairfield which also covers portions of Interstate 80 and the County of Napa / CAL Fire which covers State Highway 12 / Jameson Canyon. This grant would provide new extrication equipment to replace outdated and unreliable tools. Replacing obsolete equipment will improve the department's ability to save lives through safety efforts.

The American Canyon Fire Protection District ("District") was founded in 1957. When the City of American Canyon was incorporated in 1992, the District was maintained as a subsidiary special district of the City of American Canyon. The District's response area is approximately eight miles in size. Since that time, demand for service has continued to drastically increase with the continued population increase, an influx of housing development, and worsening congested traffic conditions on our limited roadways. Due to the Districts' unique funding sources, which are limited to property tax, development impact fees, and special assessments. The District receives no monetary support from the City of American Canyon's revenues as it is a separate entity. The City of American Canyon has multiple additional income revenues including property tax (separate from the District's), Transient Occupancy, Sales Tax, and additional sources. While the City's revenue is not limitless, it is not as stagnant as the District's.

The District has struggled to replace emergency equipment due to this limited funding. The current extrication equipment that is used by the American Canyon Fire Protection District was purchased in a 'used state' and is over 22 years old and experiences frequent mechanical malfunctions/breakdowns, putting victims and public safety personnel at risk when responding units do not have the appropriate functioning safety equipment. Since the purchase of the current extrication equipment, technology and materials used to build vehicles has changed. Current vehicles are constructed of steel, hard plastic, carbon fiber, and aluminum. Newer technology is made to cut, spread, and stabilize not only the newer builds but account for dated technology and materials.

The District uses and trains with extrication equipment for more than vehicle extrication. Within the District boundaries Union Pacific Railroad operates an approximately 7.5-mile route that closely mirrors Hwy 29. Tankers are frequently parked and 'stored' along the tracks as a holding position for oil and fuel between the oil refineries in neighboring jurisdictions. A potential for explosion or vehicle versus train is a potential threat as the tracks cross several major intersections. A majority of vehicle accidents that involve a train REQUIRE extrication.

The District has a specialized team, 'Urban Search and Rescue Team' (USAR). The USAR team consists of six specialty-trained individuals who conduct technical rescue operations that involve extrication, and initial medical stabilization of victims trapped in urban areas or confined spaces, namely structural collapse due to natural disasters, war, terrorism or accidents, mines, and collapsed trenches. In these emergent situations,

the correctly trained personnel with the right tools, such as extrication and stabilization equipment can ensure a higher survival rate.

Members of the USAR team are also members of the Napa Inter-Agency Rescue Team (NIRT). This team combines County-wide trained personnel to create a wider pool of specially trained personnel with more apparatus and resources. American Canyon Fire Protection District's Rescue 11 (OES Type 1) is a Heavy Rescue Apparatus that is available to be deployed not only in the American Canyon community but State-wide as well.

As American Canyon grows, so does the Industrial Park. This brings jobs, traffic, and potential threats. Large manufacturing companies are moving in with hydraulic machines such as presses, bailers, shredders, forklifts, and more. While these types of incidents are complex to release the victim from, the right tools, such as extrication and stabilization are a must.

The growth of the Industrial Park also brings a large volume of semi-trucks. Due to their size and weight, truck accidents involving large trucks and commercial vehicles often cause more destruction than any other type of motor vehicle accident. Those involved in truck accidents are more likely to suffer significant injuries, including death.

The award of this grant to the American Canyon Fire Protection District would allow for modern, effective, functioning extrication equipment to be placed on all front-line, first-out, and specialty response apparatus and be delivered to emergency scenes where it can be used efficiently and effectively to extricate and remove trapped victims, reducing serious injuries and/or death. With a limited number of personnel at the scene of an emergency, having the most capable and reliable equipment available will ensure the rapid transport of victims and increase the rate of patient survival.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Decrease the average extrication time, from the time of arrival at the crash site to transport.

B. Objectives:

	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Purchase and place fully equipped extrication systems in strategic locations within the jurisdiction.	2
3. Train firefighters in the use of the new equipment.	24
4. Conduct traffic safety presentations with an effort to reach persons and communities.	4
5. Display the OTS funded equipment during Public Safety Fairs, community festivals and/or other Department or community events.	4
6. Report on the number of times the grant-funded equipment is used during an extrication, provide a brief overview of the incident and indicate if the equipment was used to save a life.	1
7. Station 11 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 8 minutes to 7 minutes.	7
8. Station 211 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 8 minutes to 7 minutes.	7

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Determine specific equipment requirements.
- Request equipment vendor price quotation for the required equipment per host agency requirement.
- Submit purchase orders to equipment vendors for purchase of the equipment.
- Prepare and execute Memorandums of Understanding (MOU) with recipient agencies.

Media Requirements

- Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- Inventory the new equipment following delivery.
- Disperse equipment to identified recipient agencies.
- Plan a media event announcing the grant funded equipment.
- Recipient agencies will identify training needs and objectives and coordinate instructional staff to conduct a high quality training program for their respective agency.
- Recipient agencies will develop a preventive maintenance schedule for the new equipment following manufacturers' recommendations.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints,

etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.

- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)

2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402EM-24	20.600	State and Community Highway Safety	\$100,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				\$0.00
Category Sub-Total				\$0.00
B. TRAVEL EXPENSES				
				\$0.00
				\$0.00
Category Sub-Total				\$0.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
Fully Equipped Extrication System	402EM-24	\$50,000.00	2	\$100,000.00
Category Sub-Total				\$100,000.00
E. OTHER DIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$100,000.00

GRANT AGREEMENT

EM24002

Schedule B-1

BUDGET NARRATIVE	
PERSONNEL COSTS	-
TRAVEL EXPENSES	-
CONTRACTUAL SERVICES	-
EQUIPMENT	Fully Equipped Extrication System - Fully equipped extrication systems are generally comprised of a hydraulic pump, fluid, hoses, control valves, and hydraulically actuated spreaders and cutters used primarily for vehicle extrication incidents as well as edraulic tools. It includes every piece of extrication equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired, and costs \$5,000 or more (including tax, shipping, and installation).
OTHER DIRECT COSTS	-
INDIRECT COSTS	-
STATEMENTS/DISCLAIMERS	There will be no program income generated from this grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, ([23 U.S.C. 324 et seq.](#)), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794 et seq.](#)), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST (applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.



TITLE

Accept the State of California Department of Parks and Recreation Division of Boating and Waterways for a patrol/rescue boat in the amount of \$44,934.00.

RECOMMENDATION

Consider adopting Resolution 2023-26 authorizing the Fire Chief to accept a grant award in the amount of \$44,934.00 from the State of California Department of Parks and Recreation Division of Boating and Waterways for a patrol/rescue boat.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The American Canyon Fire Protection District (District) successfully secured a grant from the State of California Department of Parks and Recreation, Division of Boating and Waterways for a patrol/rescue boat. This grant, totaling \$44,934.00, is significant in our ongoing efforts to enhance our water rescue capabilities and operational readiness.

The narrative for the award highlighted the critical need for a new patrol/rescue boat. The existing watercraft is inadequate, unable to accommodate a minimum crew of three members along with a rescue victim, and has been consistently non-operational for some time. This deficiency has hindered their ability to respond effectively to water-related emergencies.

Furthermore, the District has missed several opportunities to collaborate with essential agencies like the Vallejo Coast Guard Station and CAL-Fire Napa County. These agencies have sought assistance for water rescues in the region. However, the District's current vessel is ill-suited for these missions due to its inability to navigate waterways during low tide events and its limited maneuverability in tight spaces.

To address these pressing issues, the District sought a grant funding to acquire a more capable watercraft. This specialized vessel would be designed to operate in water as shallow as 8 inches, significantly enhancing their swift water rescue capabilities. It would also provide the necessary capacity to transport a minimum crew and rescue victims safely. This investment is crucial not only

for the safety of victims but also for reducing the risks faced by first responders who often find themselves in high-risk situations.

In addition to improving water rescue capabilities, the grant funding would also support proactive measures in response to the area's growth, including increased recreational activities and the arrival of cruise ships. This includes dedicating resources to patrol, acquiring a patrol boat, and conducting public education to ensure the safety of residents and tourists enjoying water-related activities.

In summary, the American Canyon Fire Protection District's grant request addresses a range of challenges, from inadequate water rescue equipment and operational limitations to the need for proactive measures in a growing community. By securing funding for a more capable vessel and investing in safety initiatives, the District aims to enhance its ability to respond effectively to emergencies and safeguard the well-being of its community members and visitors.

The District agrees to comply with requirements for grant funding. The District agrees to pay for the project expenses and the District shall request grant reimbursements no later than 60 days from the Grant Performance Period in order to be reimbursed.

FISCAL IMPACT

The District commits to covering the project expenses associated with the grant, which will be initially funded from the FFE (Fleet, Facilities, and Equipment) fund. In accordance with the terms of the grant agreement, the District will request grant reimbursements within 60 days from the conclusion of the Grant Performance Period. The total reimbursement amount is expected to be \$44,934.00. Once the grant reimbursements are received, the funds will be returned to the FFE fund.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

ATTACHMENTS:

- [1. Resolution 2023-26_Boating Safety Grant Acceptance](#)
- [2. Grant Agreement_C23L0602 - American Canyon Fire](#)

RESOLUTION NO. 2023-26

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT AUTHORIZING THE FIRE CHIEF TO ACCEPT A GRANT AWARD IN THE AMOUNT OF \$44,934.00 FROM THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS FOR THE ACQUISITION OF A PATROL/RESCUE BOAT

WHEREAS, the American Canyon Fire Protection District (District) has successfully secured a grant in the amount of \$44,934.00 from the State of California Department of Parks and Recreation, Division of Boating and Waterways for the acquisition of a patrol/rescue boat; and

WHEREAS, this grant represents a significant milestone in the District's ongoing commitment to enhancing water rescue capabilities and operational readiness; and

WHEREAS, the limitations of the existing vessel have hindered the District's ability to respond effectively to water-related emergencies and have resulted in missed collaborative opportunities with vital agencies such as the Vallejo Coast Guard Station and CAL-Fire Napa County; and

WHEREAS, the acquisition of a specialized watercraft, capable of operating in water as shallow as 8 inches, will significantly enhance swift water rescue capabilities, reduce risks for both victims and first responders, and enable proactive measures to address the region's growth and increased recreational activities;

WHEREAS, the District agrees to pay for the project expenses from the FFE Fund and the District shall request grant reimbursements no later than 60 days from the Grant Performance Period in order to be reimburse. Once the grant reimbursement is received, the funds will be returned to the FFE fund; and

NOW THEREFORE, BE IT RESOLVED that the American Canyon Fire Protection District hereby acknowledges and accepts the grant from the State of California Department of Parks and Recreation, Division of Boating and Waterways, in the amount of \$44,934.00, for the acquisition of a patrol/rescue boat.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 26th day of September, 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

State of California – Natural Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
 DIVISION OF BOATING AND WATERWAYS

GRANT AGREEMENT

GRANTEE: American Canyon Fire Protection District
GRANT TITLE: Boating Safety and Enforcement Equipment Grant - FY 2023 / 24
GRANT NUMBER: C23L0602
GRANT AMOUNT: \$44,934.00
GRANT AGREEMENT TERM: _____ through September 30, 2039
GRANT PERFORMANCE PERIOD: _____ through September 30, 2024.

The Grantee agrees to the terms and conditions of this contract, hereinafter referred to as Agreement, and the State of California, acting through its Director of the Department of Parks and Recreation, and pursuant to the State of California agrees to fund the total state grant amount indicated below. The GRANTEE agrees to complete the SCOPE OF WORK as defined in the Agreement.

The following are attached and made a part of and incorporated into this grant agreement: Exhibit A Grant Terms and Conditions, Exhibit B General Terms and Conditions, Exhibit C Contractor Certification Clauses, Exhibit D Doing Business with California, Exhibit E Darfur Contracting Act, Exhibit F Recycled Content Certification, and Exhibit G Scope of Work/Budget (Application).

This grant award is funded by the U.S. Coast Guard from the Sport Fish Restoration and Boating Trust Fund CFDA 97.012, administered by California Department of Parks and Recreation, Division of Boating and Waterways. The Federal FY 22 award, 70Z02323M0000497 to California; \$6,500,733. This is not a research and development grant.

Grantee: American Canyon Fire Protection District Address: 911 Donaldson Way E, American Canyon Fire American Canyon, CA 94503 Name of Authorized Representative: Title of Authorized Representative: Authorized Signature: Date:	Agency: Department of Parks and Recreation Division of Boating and Waterways ATTN: Johanna Naughton Address: 4940 Lang Ave., Dock H, Administration, Floor 12 McClellan, CA 95652 Authorized Signature: Printed Name: Keren Dill Title: Staff Services Manager II Date:
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**CERTIFICATE OF FUNDING
(FOR STATE USE ONLY)**

GRANTEE: American Canyon Fire Protection District

GRANT AGREEMENT TERM : _____ through September 30, 2039

GRANT TITLE: BOATING SAFETY EQUIPMENT AND ENFORCEMENT GRANT PROGRAM

GRANT NUMBER: C23L0602

PURCHASE ORDER NUMBER:

NO C23L0602	AMENDMENT NO	SUPPLIER ID 0000040793		PROJECT NO 379065600200
AMOUNT ENCUMBERED BY THIS DOCUMENT \$44,934.00	FUND DESCRIPTION Federal Trust Fund #0890		AGENCY BILLING CODE NO 053706	
REPORTING STRUCTURE 37900706	ITEM 3790-101-0890	CHAPTER 12	STATUTE 23	FISCAL YEAR 2023/24
BUSINESS UNIT 3790	ACCOUNT 5432000	ALT ACCOUNT	ACTIVITY CODE 68781	

Name of Project Representative:

Phone:

Email:

**BOATING SAFETY
AND
ENFORCEMENT EQUIPMENT
GRANT AGREEMENT**

**American Canyon Fire Protection District
C23L0602**



**State of California
Department of Parks and Recreation
Division of Boating and Waterways**

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EXHIBIT A
GRANT TERMS AND CONDITIONS

1. DEFINITIONS

- A. **"DEPARTMENT"**: The Department of Parks and Recreation, Division of Boating and Waterways (DBW).
- B. **"EFFECTIVE DATE"**: The date the GRANT AGREEMENT face page is signed by the DEPARTMENT.
- C. **"EQUIPMENT"**: Boating-specific equipment or other equipment used to implement or conduct boating safety and boating law enforcement activities.
- D. **"GRANT"**: Funds provided by the DEPARTMENT, from the federal Recreational Boating Safety (RBS) Grant, to the GRANTEE to finance all or part of the PURCHASE COSTS for items that assist in meeting the purposes of the Boating Safety Equipment and Enforcement (BSEE) and RBS programs.
- E. **"GRANT AGREEMENT"**: The contract to which these grant terms and conditions are attached.
- F. **"GRANT AGREEMENT TERM"**: The timeframe for which the GRANTEE must comply with the obligations and responsibilities identified in this GRANT AGREEMENT.
- G. **"GRANT PERFORMANCE PERIOD"**: The timeframe specified on the grant agreement face page which includes the agreement start date (effective date) and final date for purchasing and receiving equipment. .
- H. **"GRANTEE"**: The person or entity identified as the Grantee on the face page of the Agreement.
- I. **"GRANTEE FUNDS"**: Any funds provided by the GRANTEE for the purchase or operation and maintenance of the EQUIPMENT/PATROL BOAT.
- J. **"PATROL BOAT"**: A DEPARTMENT approved, registered vessel purchased for use in boating safety and law enforcement activities.
- K. **"PURCHASE COSTS"**: Those costs incurred by the GRANTEE in purchasing the EQUIPMENT/PATROL BOAT; such PURCHASE COSTS shall not include any operation or maintenance costs, nor any costs incurred prior to the EFFECTIVE DATE of this GRANT AGREEMENT, nor any indirect or overhead costs claimed by the GRANTEE.

2. GENERAL

- A. The funding available in this GRANT shall not exceed the amount specified in this GRANT AGREEMENT and shall be used for the purchase of EQUIPMENT and/or PATROL BOAT for Boating Safety and Enforcement activities in accordance with all Exhibits incorporated and referenced herein.
- B. GRANT AGREEMENT TERM shall begin on the GRANT PERFORMANCE PERIOD start date and shall continue for the following lengths of time after granted items are received by the GRANTEE unless terminated in accordance with the terms and conditions of this GRANT AGREEMENT: fifteen [15] years for PATROL BOATS and all registered vessels and seven (7) years for EQUIPMENT.

- C. No amendment of the terms of this GRANT AGREEMENT shall be valid unless made in writing and signed by an authorized representative or designee of the DEPARTMENT and the GRANTEE.
- D. No variation of the terms of this GRANT AGREEMENT shall be valid unless made in writing and signed by an authorized representative or designee of the DEPARTMENT.
- E. Oral understandings are not binding on any of the parties.
- F. EQUIPMENT/PATROL BOAT purchase shall be completed prior to the end of the PERFORMANCE PERIOD.
- G. GRANTEE hereby certifies that the obligations created by this GRANT AGREEMENT do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- H. This GRANT AGREEMENT is not fully executed until signed by the DEPARTMENT. Grantee may not make any purchases until GRANT AGREEMENT is fully executed and equipment specifications and cost estimates have been approved in writing by the DEPARTMENT.
- I. GRANTEE hereby certifies that during the performance of this GRANT AGREEMENT, GRANTEE and any sub-grantees shall fully comply with State regulations regarding the implementation of **Disabled Veteran business participation goals as set forth in Disabled Veteran Business Enterprise Participation Requirements, Recycling Certification and, Contractor Certification Clauses.**
- J. GRANTEE shall continue with the responsibilities of this GRANT AGREEMENT during any dispute.
- K. Failure by the GRANTEE to comply with the terms of any Department of Parks and Recreation grant agreement may jeopardize the grantee's ability to be awarded funding in future grant opportunities offered by the Department of Parks and Recreation.
- L. **Subvention agencies:** GRANTEES participating in the DEPARTMENT'S Subvention Financial Aid Program acknowledge and certify that failure to fully spend subvention funding in the prior fiscal year will negatively impact the DEPARTMENT'S consideration of future grant applications from your agency for up to three (3) years.
- M. **Annual Reports:** Grantee shall submit an Annual Report beginning August 31st, 2024 and each and every year by August 31 for the term of this agreement (15 years for registered vessels or 7 years for any equipment valued at \$5,000 or less). Reports shall include maintenance records, number of hours BSEE equipment is used, additional equipment or modifications of any equipment or patrol boats, any loss or damage to equipment or patrol boat and a summary of boating accident reports submitted during the reporting year. Failure to submit annual reports by the deadline may jeopardize future funding.
- N. GRANTEE is required to participate in at least one (1) outreach event per year, such as Operation Dry Water, to conduct boating under the influence (BUI) check-points and educate boaters on the importance of boating sober. Grantee must identify what event it has participated in in its annual report.
- O. GRANTEE shall submit accident reports to DBW within 30 days of responding to a boating accident in waterbodies within GRANTEE'S area of responsibility. Failure to do so may jeopardize future DBW and Department funding for up to three (3) years.
- P. GRANTEE, representatives, agents or employees shall not act or represent

themselves as officers, employees or agents of the DEPARTMENT in the performance of this GRANT AGREEMENT.

3. PAYMENT PROVISIONS AND DISBURSEMENT OF GRANT

A. Reimbursements must be requested on GRANTEE'S official agency letterhead and include:

- Amount requested for reimbursement
- GRANT AGREEMENT number
- Statement of acceptance of the vessel or equipment and certification of meeting DBW's approved specifications
- Certification that you complied with all procurement procedures outlined this agreement;
- Name of payee and address where payment is to be sent
- Location of performance (where the equipment will be used)
- Signature of the person authorized in the resolution or minute order to execute the agreement
- Copies of brand name, description, make, model and serial number
- Proof of payment for purchase including invoices showing cost and sales tax
- For all motorized vessels: Department of Motor Vehicle (DMV) proof showing the DEPARTMENT as the legal owner and GRANTEE as the registered owner
- Certificate of Origin for all PATROL BOATS and trailers.

B. GRANTEE shall request grant reimbursements no later than 60 days from GRANT PERFORMANCE PERIOD end date by mailing one (1) complete reimbursement request package to:

For FedEx, UPS and other overnight mail:

Division of Boating and Waterways
Attn: BSEE Grant Manager
4940 Lang Avenue Dock H
McClellan, CA 95652

For United States Post Office (USPS) mail:

Division of Boating and Waterways
Attn: BSEE Grant Manager
P.O. Box 942896, Administration, Floor 12
Sacramento, CA 94296

Or by emailing to the DBW assigned grant manager.

- C. No funds shall be reimbursed for purchases made prior to the EFFECTIVE DATE of this agreement.
- D. The DEPARTMENT shall have no obligation to disburse the GRANT unless and until the GRANTEE obtains the prior written approval by the DEPARTMENT of the type and cost of the EQUIPMENT/PATROL BOAT.
- E. The DEPARTMENT will disperse the grant to the GRANTEE in arrears for the approved PURCHASE COST of the EQUIPMENT/PATROL BOAT
- F. The DEPARTMENT may withhold any grant disbursement if the GRANTEE fails to comply with any of the provisions of this GRANT AGREEMENT.

4. EQUIPMENT/PATROL BOAT OWNERSHIP

The DEPARTMENT shall be the legal owner of the EQUIPMENT/PATROL BOAT. The GRANTEE shall be the registered owner of PATROL BOAT or any other registered vessels purchased with GRANT FUNDS. The GRANTEE shall not assign, mortgage, hypothecate or transfer its interest in the EQUIPMENT/PATROL BOAT without the prior written approval of the DEPARTMENT.

5. OPERATION AND MAINTENANCE OF EQUIPMENT/PATROL BOAT

- A. The GRANTEE shall use the EQUIPMENT/PATROL BOAT for the purpose of promoting recreational boating safety and boating law enforcement and shall keep the EQUIPMENT/PATROL BOAT available for search and rescue operations and other projects or programs supported by the federal government provided that such use will not interfere with the program for which it was acquired (CFR 200.313.c.2)
- B. The GRANTEE shall be responsible for the costs of operating and maintaining the PATROL BOAT/EQUIPMENT for the GRANT AGREEMENT TERM; the DEPARTMENT shall not be liable for such costs.
- C. The GRANTEE shall maintain the EQUIPMENT/PATROL BOAT in good repair according to all manufacturer recommendations and shall make all repairs necessary to keep EQUIPMENT/PATROL BOAT functioning through the term of the GRANT AGREEMENT.
- D. The GRANTEE, at its own expense, agrees to repair or replace the EQUIPMENT/PATROL BOAT if it is damaged, destroyed or rendered useless prior to the end of the GRANT AGREEMENT TERM.
- E. GRANTEE shall submit maintenance records to the DEPARTMENT with each annual report.
- F. The GRANTEE shall seek DEPARTMENT approval for the purchase and installation of additional equipment or modifications to any registered vessel purchased with grant funds. Complete and accurate records of all such modifications shall be reported to the DEPARTMENT in the GRANTEE'S annual report and made available to the DEPARTMENT or authorized representative for inspection upon request.
- G. Each GRANTEE shall report to the DEPARTMENT loss or damage to any equipment purchased with grant funds within 30 days of occurrence.
- H. Each GRANTEE shall ensure that any PATROL BOAT/EQUIPMENT purchased with grant funds is operated solely by qualified Boating Safety and Boating Law Enforcement Officers. Operators must fully comply with GRANTEE'S documented training and certification requirements to be deemed qualified, which shall include, at a minimum, receipt of a California Boater Card.
- I. GRANTEE shall obtain prior DBW approval before submitting requests for modification or survey of a grant-funded PATROL BOAT/EQUIPMENT to California Department of General Services (DGS).

6. TERMINATION OF GRANT AGREEMENT

- A. Either DEPARTMENT or GRANTEE may unilaterally terminate this GRANT AGREEMENT if a material breach of the GRANT AGREEMENT is made by the other; such termination shall become effective NINETY [90] DAYS following the date of receipt by either the DEPARTMENT or the GRANTEE of a written notice of termination from the party initiating the termination.
- B. The GRANTEE may terminate this GRANT AGREEMENT if the GRANTEE becomes financially or legally unable to comply with the terms and conditions of this GRANT AGREEMENT; such termination shall become effective NINETY [90] DAYS following

receipt by the DEPARTMENT of a written notice of termination from the GRANTEE.

- C. The DEPARTMENT may terminate this GRANT AGREEMENT immediately and be relieved of any payments should the legislative body of the GRANTEE fail to appropriate GRANTEE FUNDS for purchase costs, if required, or if the GRANTEE fails to perform the requirements of this Agreement at the time and in the manner herein provided; such termination to become effective upon receipt by the GRANTEE of a written termination notice from the DEPARTMENT.
- D. The DEPARTMENT has the option to void the GRANT AGREEMENT with 30 days' notice in the event grant funds are not appropriated or amend the GRANT AGREEMENT to reflect any unexpected reduction of grant funds.

7. REVERSION OF EQUIPMENT/PATROL BOAT TO DEPARTMENT

If EQUIPMENT/PATROL BOAT is no longer needed or this GRANT AGREEMENT is terminated prior to the expiration of the term of the GRANT AGREEMENT:

- A. The GRANTEE shall deliver, at no cost to the State, the fully functioning EQUIPMENT/PATROL BOAT to the DEPARTMENT for reassignment and shall execute any document(s) necessary to effect appropriate changes in pertinent public records; the reversion of registered title is hereby declared to be in addition to, and not in lieu of, any other remedies for breach of this GRANT AGREEMENT which may be available to the DEPARTMENT.
- B. The GRANTEE shall be prohibited from receiving DEPARTMENT BSEE Grants for a period of three (3) years if EQUIPMENT/PATROL BOAT is not fully functional at time of termination.

8. LIABILITY

- A. The GRANTEE waives all claims and recourse against the DEPARTMENT, including the right to contribution for any loss or damage arising from, growing out of or in any way connected with or incident to this GRANT AGREEMENT.
- B. GRANTEE agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this GRANT AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by GRANTEE in the performance of this Agreement. GRANTEE warrants, represents and agrees that it and its subgrantees, subcontractors, employees and representatives shall at all times comply with all applicable State contracting laws, codes, rules and regulations in the performance of this GRANT AGREEMENT.
- C. If the DEPARTMENT is named as a co-defendant, the GRANTEE shall notify the DEPARTMENT and represent it unless the DEPARTMENT elects to represent itself. If the DEPARTMENT undertakes its own defense, it shall bear its own litigation costs, expenses and attorney's fees.

D. Insurance Coverage Requirements

- (1) Vessel Insurance: GRANTEE shall maintain the necessary insurance for the full replacement value of vessels and equipment purchased with GRANT including fire, collision or sinking and all costs associated with removal and demolition.
- (2) Watercraft Liability: GRANTEE shall maintain watercraft liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of the maintenance and use of watercraft.
- (3) The policy must include:
"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to vessels and equipment purchased with this grant."

9. WAIVER OF RIGHTS

It is the intention of the parties hereto that from time to time either party may waive certain of its rights under this GRANT AGREEMENT. Any waiver at this time by either party hereto of its rights with respect to a default or any other matter arising in connection with this GRANT AGREEMENT shall not be deemed to be a waiver with respect to any other default or matter.

10. REMEDIES NOT EXCLUSIVE

The use by either the DEPARTMENT or GRANTEE of any remedy specified in this GRANT AGREEMENT for the enforcement of this GRANT AGREEMENT is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

11. OPINIONS AND DETERMINATIONS

Where the terms of GRANT AGREEMENT provide for action to be based upon the opinion, judgment, approval, review, or determination of either the DEPARTMENT or GRANTEE, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

12. PROCUREMENT PROCEDURES

- A. The GRANTEE must use procurement procedures that reflect applicable State and local public procurement laws and regulations, provided that the procedures conform

to applicable Federal law and the standards identified in 2 CFR §200.318.

There shall be no changes, corrections, modifications or exceptions to DEPARTMENT approved specifications without advance written approval by the DEPARTMENT. Procurement procedures used by the GRANTEE must conform to State law and regulations regarding **Disabled Veteran Business Enterprise Participation Requirements, Recycling Certification, AND CONTRACTORS CERTIFICATION CLAUSES.** The GRANTEE is responsible, in its sole discretion, for the review of all bids for compliance.

B. Procurement for boats and other registered vessels must be conducted using Invitation for Bid and must adhere to the specific procurement standards identified by GRANTEE'S governing board regarding advertising, adequate purchase descriptions, sealed bids, and public openings.

C. **EQUIPMENT AND ELECTRONICS PROCUREMENT PROCEDURES:**

Grantee must obtain at least three (3) bids or rate quotations from qualified sources for each item that has a unit cost of \$10,000 or more. The bids may be obtained over the phone but must be verified with written documentation from the vendor, and must include the make, model, size, name of vendor, date, and cost of item.

D. **DEPARTMENT REVIEW**

- (1) GRANTEE must submit to the DEPARTMENT proposed technical specifications of PATROL BOATS and other registered vessels for review and approval prior to solicitation of bids.
- (2) Grantees and sub-grantees must make available on request to the DEPARTMENT procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. and must retain such documents for four years after equipment acquisition for auditing purposes.

13. DISPOSITION OF EQUIPMENT/PATROL BOAT

In accordance with 2 CFR 200.313 e.1 and 2, upon completion of the GRANT AGREEMENT TERM, GRANTEE may continue to use EQUIPMENT/PATROL BOAT if needed. If EQUIPMENT/PATROL BOAT is no longer needed, GRANTEE must deliver EQUIPMENT/PATROL BOAT to the California Department of General Services (DGS), Office of Fleet and Asset Management (OFAM) for sale at auction. Prior to delivering EQUIPMENT/PATROL BOAT to DGS, GRANTEE must receive approval from the DEPARTMENT to request that DGS complete an OFAM6 Form. Once DGS has completed the OFAM6, GRANTEE will submit the OFAM6 to the DEPARTMENT with an official letter requesting to surrender the vessel. The DEPARTMENT will provide the GRANTEE with an OFAM27 form and instructions for delivering the EQUIPMENT/PATROL BOAT to auction via email. GRANTEE will deliver the EQUIPMENT/PATROL BOAT and OFAM27 to the auction as instructed by the DEPARTMENT. GRANTEE shall have the OFAM27 signed at the auction and shall return the signed OFAM27 to the DEPARTMENT.

14. DISPOSITION OF PROCEEDS FROM SALE OF EQUIPMENT INSTALLED AND PARTIALLY FUNDED EQUIPMENT

If the GRANTEE has contributed funding in excess of the GRANT to the PURCHASE COSTS of the EQUIPMENT/PATROL BOAT, and in the event of a sale of the EQUIPMENT/PATROL BOAT after the expiration or termination of this GRANT AGREEMENT or the reversion of the EQUIPMENT/PATROL BOAT to the DEPARTMENT, then the proceeds of the EQUIPMENT/PATROL BOAT sale shall be distributed between the DEPARTMENT and the

GRANTEE in proportion to their respective contributions of the PURCHASE COSTS, e.g.: if the PURCHASE COSTS totaled \$100,000 and the GRANT contribution amounts to \$60,000, then the DEPARTMENT would receive 60 percent of the EQUIPMENT/PATROL BOAT sale proceeds and the GRANTEE would receive 40 percent.

15. FEDERAL TERMS, CONDITIONS AND REGULATIONS

This GRANT is funded by the Federal Recreational Boating Safety (RBS) Grant and as such, GRANTEE shall comply with all the governing regulations, namely 2 CFR 200 - the most applicable of which have been included here for reference. For clarity, "Non-federal entity" shall be understood to be "DEPARTMENT" and "Award" shall be understood to be "GRANT". GRANTEES are subject and must adhere to the provisions set forth in the 2020 DHS Standard Terms and Conditions which are available online at: https://www.dhs.gov/sites/default/files/publications/fy20_dhs_standard_terms_and_conditions_v10.1_dated_12-31-2019.pdf and made a part of this agreement by reference. GRANTEES are subject to and must adhere to the regulations set forth in the 2 CFR 200 available online at: <https://www.govinfo.gov/content/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf> and made a part of this agreement by reference.

16. COMPLIANCE WITH LAW, REGULATION AND POLICY

It is understood and agreed that the Grantee shall comply with all applicable laws and regulations of the State of California, U.S. Coast Guard Code of Federal Regulations: 2 CFR identified in section §§ 200.318 General Procurement standards through 200.326 Contract provisions, 50 CFR 80 and 50 CFR 85, Equal Opportunity (41 CFR 60-1.4(b)), Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), Copeland "Anti-Kickback" Act (40 U.S.C. 3145), Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" (37 CFR Part 401), Clean Air Act (42 U.S.C. 7401-7671q.), and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Debarment and Suspension (Executive Orders 12549 and 12689), Byrd Anti-Lobbying amendment (31 U.S.C. 1352) and all policies of DBW.

A. MANDATORY DISCLOSURES

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

B. ENHANCEMENT OF RECIPIENT AND SUBRECIPIENT EMPLOYEE WHISTLEBLOWER PROTECTION

This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.

Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

The recipient shall insert this clause, including this paragraph, in all subawards and in

contracts over the simplified acquisition threshold related to this award.

C. EQUAL OPPORTUNITY CLAUSE

During the performance of this grant, the grantee agrees to sections i-vii below:

- i. The grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the granting officer setting forth the provisions of this nondiscrimination clause.
- ii. The grantee will, in all solicitations or advertisements for employees placed by or on behalf of the grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency granting officer, advising the labor union or workers' representative of the grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the granting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the grantee's non-compliance with the nondiscrimination clauses of this grant or with any of such rules, regulations, or orders, this grant may be canceled, terminated or suspended in whole or in part and the grantee may be declared ineligible for further Government grants in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The grantee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive

Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The grantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the grantee may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the grant.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction grants or contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon grantees and contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

- I. *Incorporation by reference.* The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.
- II. *Incorporation by operation of the order.* By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is

written.

Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

EXHIBIT B

General Terms and Conditions (GTC 04/2017)

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor /GRANTEE may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor/GRANTEE, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor/GRANTEE agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor/GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor//GRANTEE agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor/GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

Contractor/GRANTEE agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all GRANTEES, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor/GRANTEE in the performance of this Agreement.

6. **DISPUTES:**

Contractor/GRANTEE shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor/GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor/GRANTEE under this Agreement and the balance, if any, shall be paid to the Contractor/GRANTEE upon demand.

8. **INDEPENDENT CONTRACTOR:**

Contractor/GRANTEE, and the agents and employees of Contractor/GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or

employees or agents of the State.

9. RECYCLING CERTIFICATION:

The Contractor/GRANTEE shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor/GRANTEE and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor/GRANTEE shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor/GRANTEE and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

Contractor/GRANTEE shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor/GRANTEE and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor/GRANTEE shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor/GRANTEE, as provided herein, shall be in compensation for all of Contractor's/GRANTEE'S expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor/GRANTEE by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor/GRANTEE shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor/GRANTEE acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor/GRANTEE recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor/GRANTEE, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor/GRANTEE shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor/GRANTEE made a commitment to achieve small business participation, then Contractor/GRANTEE must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor/GRANTEE made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor/GRANTEE must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor/GRANTEE received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor/GRANTEE; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT C

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Grantee to the clause(s) listed below. This certification is made under the laws of the State of California.

Grantee Agency Name (Printed) American Canyon Fire Protection District	Federal ID Number 94-6024513
By Authorized Signature:	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

GRANTEE CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

18.10 Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court, which orders Grantee to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the agreement equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours

prorated on an actual day basis for any contract period of less than a full year or 10% of its agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state agreement for legal services, and may be taken into account when determining the award of future contracts/agreements with the State for legal services.

5. EXPATRIATE CORPORATIONS:

18.40 Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.

EXHIBIT D

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e)).

2. LABOR CODE/WORKERS' COMPENSATION:

Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).

3. AMERICANS WITH DISABILITIES ACT:

Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. GRANTEE NAME CHANGE:

An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said

amendment. Any changes of the Grantee's representative shall be notified to DBW within 30 days written notice on Grantee's letterhead.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all Grantees that are not another state agency or other governmental entity.

EXHIBIT E

Bid/Proposal Attachment regarding the Darfur Contracting Act of 2008

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. (See # 1 on the sample Attachment).

A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See # 2 on the sample Attachment).

The following sample Attachment may be included in an IFB or RFP to satisfy the Act’s certification requirements of bidders and proposers.

Exhibit E - DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3): YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH #1 OR #2 INITIALED OR PARAGRAPH #3 INITIALED AND CERTIFIED.

1. _____ We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

Grantee Agency Name (Printed)		Federal ID Number
American Canyon Fire Protection District		94-6024513
By (Authorized Signature)		
Printed Name and Title of Person Signing		
,		
Date Executed	Executed in the County of	

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH #1 OR #2 INITIALED OR PARAGRAPH #3 INITIALED AND CERTIFIED

EXHIBIT F
SUGGESTED LANGUAGE FOR RECYCLING CERTIFICATION

State law requires that state contracts shall have Recycling Certification in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

RECYCLED CONTENT CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Name and Title of Person Signing	Date Executed
Authorized Signature	Executed in the County of
Title	Telephone Number
Legal Business Name American Canyon Fire Protection District	Federal ID Number 94-6024513

The Contractor hereby certifies under penalty of perjury, that {min_recycle_pct} percent of the materials, goods, supplies offered, or products used in the performance of this contract meets the or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code. The Contractor may certify that the product contains zero recycled content.

General

1 Applicant Information

- a. Applicant Name American Canyon Fire Protection District
- b. Organizational Unit
- c. Address 911 Donaldson Way E
- d. Address 2 American Canyon Fire
- e. City American Canyon State CA Zip 94503
- f. Federal ID Number 94-6024513 Unique Entity Id.
- g. Agency Type
- City County
- State Agency District
- Other Public Agency

2 Project Information

- a. Project Name Boating Safety and Enforcement Equipment Grant - FY 2023 / 24
- b. Is implementing agency same as Applicant Yes No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2023 End Date Sep-30-2039
- e. Amount of Funds Requested \$44,934.00 Project Cost \$44,934.00

3 Contacts

a. Project Administrator

Name	Laura Provencher				
Title	Administrative Analyst				
Mailing Address	911 Donaldson Way E				
City	American Canyon	State	CA	Zip	94503
Telephone	(707) 551-0650			Fax	(707) 642-0201
E-mail Address	lprovencher@amcanfire.com				

1. Minimum Qualifications

Attach a Letter of Intent as required by Title 14. A template letter is in the 'Show Documents' area.

[37314_0_535_Letter of Intent Signed.pdf](#)

As a subgrantee for this federal grant award, your agency must be registered in the Federal System of Award Management (<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>) Your agency's registration must be current in that system at the time you submit your application.

Attach a screenshot showing your registration is active. (A sample screenshot is available in the 'Show Documents' area)

[37316_0_757_SAM Screenshot.jpg](#)

1 a. Do you have an active Boating Safety and/or Boating Law Enforcement Patrol? Yes No

1 b. What training and/or authorization does your agency have to perform boating safety and/or boating law enforcement in your jurisdiction? (max. 1024 characters)

American Canyon Fire Protection District (ACFPD) is a certified Water/Swift Water Rescue organization. 35% (7/16) of our line personnel are certified as Swiftwater Technicians. ALL 100% of our line personnel are trained annually on their skills, abilities, and knowledge for boating safety, water rescue, and swimming ability to ensure compliance with the CA State Fire Marshal's Office.

As a fire authority operating under Health and Safety Code 13800, ACFPD is responsible for performing 'fire protection services, rescue services, emergency medical services, hazardous material services relating to the protection of lives and property [which are] critical to the public peace, health, and safety of the state.'

ACFPD is one of only two Advanced Life Support (ALS) agencies in Napa County. The Napa River is one of the natural boundaries of our jurisdiction and is seeing a continuous uprise in kayakers, hikers, and now a cruise ship that holds up to 180 passengers plus crew members.

1 c. Certify that your agency will report all boating accident statistics as required in Section 656 of Harbors and Navigation Code for the grant term if awarded this grant? An agency's failure to submit a report may result in ineligibility of future DBW funding opportunities for up to 5 fiscal years. Yes No

1 d. **Certify by checking the boxes that your agency meets all the following criteria:**

- Your agency employs at least one boating safety law enforcement officer defined in California Code of Regulations, Title 14, Division 4, Chapter 1, Article 4.5.2 as trained personnel authorized and retained to perform on-the-water boating safety and boating law enforcement activities.
- Your agency's boating safety law enforcement officer(s) conducts sufficient patrol and has the jurisdiction and authority to ensure adequate enforcement of all applicable state boating safety laws and regulations.
- Your agency has the knowledge and means to properly report boating accidents to DBW.

1 e. Has your agency been out of compliance with the terms of any other Department of Parks and Recreation contract or agreement in the past 3 years? Yes No

If you responded 'Yes' to 1 e, please provide an explanation

1. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

- State Senate 01 State Senate 02 State Senate 03 State Senate 04 State Senate 05
- State Senate 06 State Senate 07 State Senate 08 State Senate 09 State Senate 10
- State Senate 11 State Senate 12 State Senate 13 State Senate 14 State Senate 15
- State Senate 16 State Senate 17 State Senate 18 State Senate 19 State Senate 20
- State Senate 21 State Senate 22 State Senate 23 State Senate 24 State Senate 25
- State Senate 26 State Senate 27 State Senate 28 State Senate 29 State Senate 30
- State Senate 31 State Senate 32 State Senate 33 State Senate 34 State Senate 35
- State Senate 36 State Senate 37 State Senate 38 State Senate 39 State Senate 40

2. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

- State Assembly 01 State Assembly 02 State Assembly 03 State Assembly 04
- State Assembly 05 State Assembly 06 State Assembly 07 State Assembly 08
- State Assembly 09 State Assembly 10 State Assembly 11 State Assembly 12
- State Assembly 13 State Assembly 14 State Assembly 15 State Assembly 16
- State Assembly 17 State Assembly 18 State Assembly 19 State Assembly 20
- State Assembly 21 State Assembly 22 State Assembly 23 State Assembly 24
- State Assembly 25 State Assembly 26 State Assembly 27 State Assembly 28
- State Assembly 29 State Assembly 30 State Assembly 31 State Assembly 32
- State Assembly 33 State Assembly 34 State Assembly 35 State Assembly 36
- State Assembly 37 State Assembly 38 State Assembly 39 State Assembly 40
- State Assembly 41 State Assembly 42 State Assembly 43 State Assembly 44
- State Assembly 45 State Assembly 46 State Assembly 47 State Assembly 48
- State Assembly 49 State Assembly 50 State Assembly 51 State Assembly 52
- State Assembly 53 State Assembly 54 State Assembly 55 State Assembly 56
- State Assembly 57 State Assembly 58 State Assembly 59 State Assembly 60
- State Assembly 61 State Assembly 62 State Assembly 63 State Assembly 64
- State Assembly 65 State Assembly 66 State Assembly 67 State Assembly 68
- State Assembly 69 State Assembly 70 State Assembly 71 State Assembly 72
- State Assembly 73 State Assembly 74 State Assembly 75 State Assembly 76
- State Assembly 77 State Assembly 78 State Assembly 79 State Assembly 80

3. California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (<https://www.govtrack.us/congress/members/CA>) in your browser to determine the Congressional district(s).

- Congressional District 1 Congressional District 2 Congressional District 3
- Congressional District 4 Congressional District 5 Congressional District 6

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

- | | | |
|--|--|--|
| <input type="checkbox"/> Congressional District 7 | <input type="checkbox"/> Congressional District 8 | <input type="checkbox"/> Congressional District 9 |
| <input type="checkbox"/> Congressional District 10 | <input type="checkbox"/> Congressional District 11 | <input type="checkbox"/> Congressional District 12 |
| <input type="checkbox"/> Congressional District 13 | <input type="checkbox"/> Congressional District 14 | <input type="checkbox"/> Congressional District 15 |
| <input type="checkbox"/> Congressional District 16 | <input type="checkbox"/> Congressional District 17 | <input type="checkbox"/> Congressional District 18 |
| <input type="checkbox"/> Congressional District 19 | <input type="checkbox"/> Congressional District 20 | <input type="checkbox"/> Congressional District 21 |
| <input type="checkbox"/> Congressional District 22 | <input type="checkbox"/> Congressional District 23 | <input type="checkbox"/> Congressional District 24 |
| <input type="checkbox"/> Congressional District 25 | <input type="checkbox"/> Congressional District 26 | <input type="checkbox"/> Congressional District 27 |
| <input type="checkbox"/> Congressional District 28 | <input type="checkbox"/> Congressional District 29 | <input type="checkbox"/> Congressional District 30 |
| <input type="checkbox"/> Congressional District 31 | <input type="checkbox"/> Congressional District 32 | <input type="checkbox"/> Congressional District 33 |
| <input type="checkbox"/> Congressional District 34 | <input type="checkbox"/> Congressional District 35 | <input type="checkbox"/> Congressional District 36 |
| <input type="checkbox"/> Congressional District 37 | <input type="checkbox"/> Congressional District 38 | <input type="checkbox"/> Congressional District 39 |
| <input type="checkbox"/> Congressional District 40 | <input type="checkbox"/> Congressional District 41 | <input type="checkbox"/> Congressional District 42 |
| <input type="checkbox"/> Congressional District 43 | <input type="checkbox"/> Congressional District 44 | <input type="checkbox"/> Congressional District 45 |
| <input type="checkbox"/> Congressional District 46 | <input type="checkbox"/> Congressional District 47 | <input type="checkbox"/> Congressional District 48 |
| <input type="checkbox"/> Congressional District 49 | <input type="checkbox"/> Congressional District 50 | <input type="checkbox"/> Congressional District 51 |
| <input type="checkbox"/> Congressional District 52 | <input type="checkbox"/> Congressional District 53 | |

4. County

Select one or more of the California Counties where the proposed project activities will occur.

- | | | | | | |
|---------------------------------------|--|--------------------------------------|--|-------------------------------------|---|
| <input type="checkbox"/> Alameda | <input type="checkbox"/> Alpine | <input type="checkbox"/> Amador | <input type="checkbox"/> Butte | <input type="checkbox"/> Calaveras | <input type="checkbox"/> Colusa |
| <input type="checkbox"/> Contra Costa | <input type="checkbox"/> Del Norte | <input type="checkbox"/> El Dorado | <input type="checkbox"/> Fresno | <input type="checkbox"/> Glenn | <input type="checkbox"/> Humboldt |
| <input type="checkbox"/> Imperial | <input type="checkbox"/> Inyo | <input type="checkbox"/> Kern | <input type="checkbox"/> Kings | <input type="checkbox"/> Lake | <input type="checkbox"/> Lassen |
| <input type="checkbox"/> Los Angeles | <input type="checkbox"/> Madera | <input type="checkbox"/> Marin | <input type="checkbox"/> Mariposa | <input type="checkbox"/> Mendocino | <input type="checkbox"/> Merced |
| <input type="checkbox"/> Modoc | <input type="checkbox"/> Mono | <input type="checkbox"/> Monterey | <input checked="" type="checkbox"/> Napa | <input type="checkbox"/> Nevada | <input type="checkbox"/> Orange |
| <input type="checkbox"/> Placer | <input type="checkbox"/> Plumas | <input type="checkbox"/> Riverside | <input type="checkbox"/> Sacramento | <input type="checkbox"/> San Benito | <input type="checkbox"/> San Bernardino |
| <input type="checkbox"/> San Diego | <input type="checkbox"/> San Francisco | <input type="checkbox"/> San Joaquin | <input type="checkbox"/> San Luis Obispo | <input type="checkbox"/> San Mateo | <input type="checkbox"/> Santa Barbara |
| <input type="checkbox"/> Santa Clara | <input type="checkbox"/> Santa Cruz | <input type="checkbox"/> Shasta | <input type="checkbox"/> Sierra | <input type="checkbox"/> Siskiyou | <input type="checkbox"/> Solano |
| <input type="checkbox"/> Sonoma | <input type="checkbox"/> Stanislaus | <input type="checkbox"/> Sutter | <input type="checkbox"/> Tehama | <input type="checkbox"/> Trinity | <input type="checkbox"/> Tulare |
| <input type="checkbox"/> Tuolumne | <input type="checkbox"/> Ventura | <input type="checkbox"/> Yolo | <input type="checkbox"/> Yuba | | |

2. Citation Authority

- 2 a. Number of Full-Time Boating Safety and/or Boating Law Enforcement Officers do you have? 6
- 2 b. Number of Part-Time Boating Safety and/or Boating Law Enforcement Officers do you have? 0
- How many hours per year do they work? 3,170
- Is this work seasonal or continuous? Continuous
3. Does your boating safety and enforcement unit have citation authority? Yes No
- If YES, Authorizing Code #
- a. How many boating safety related citations did your agency issue last calendar year? 0
- b. How many boating accidents did your agency respond to in the last calendar year? 0
- c. How many BOATING safety related Search and Rescue missions did your agency perform in the last calendar year? 0
4. Does your boating safety and enforcement unit have arrest authority? Yes No
- If YES, Authorizing Code #
- How many boating related arrests did you conduct last calendar year?
5. How many outreach events with the general public did your agency participate in to promote boating safety education last calendar year? Please list the events and describe how boating safety was promoted. 0

5a.

Event Name	Date of Event	What BOATING SAFETY information was provided at this event?
Cancelled	N/A	Due to the breakdown of the boat early in the year, the outreach events were not held.

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

6. Jurisdiction Table

List all waterbodies that are in your jurisdiction and fill in the below chart for each

Waterbody	Size (area)	List all boating activities (e.g. fishing, water skiing, paddling, etc.) conducted on this waterbody.	How many hours/year is this waterbody patrolled by your agency	Is there shared jurisdiction on this waterbody?	If shared jurisdiction, list other agency(s)
Napa River	426 Square Miles	Fishing, Kayaking, Swimming, Recreational Boating, Water Skiing, Passenger Cruise Ship, Paddle Boarding, Hunting	120	Yes	Napa County Sheriff's Department, City of Napa

7. Top three BOATING safety issues

This is a Federal Pass-Through 'Recreational Boating Safety Grant'. The purpose of the grant is to promote boating safety and to decrease the number of accidents, injuries, and fatalities on U.S. waters. Clearly identify the top three BOATING safety issues that affect recreational boaters in your jurisdiction and describe how the requested grant will address these issues. Your answer to this question will be referenced throughout this grant application.

1. The American Canyon Fire Protection District is in a situation of currently unable to reach victims in shallow water, especially when the tide is out (low tide) due to the inability to launch our current vessel and maneuver into shallow and tight spaces where victims tend to attempt to self-rescue. This is extremely common among the marshland areas. Currently, the rescue team has had to put themselves in a high-risk situation by entering the water to rescue the victim(s). The award of this grant funding would allow for the Swift Water Specialist on each shift to lead a rescue team to an expeditious response, increasing the survivability of the victim and reducing risk to the first responders. The purchase of this vessel would allow deployment in water as shallow as 8 inches. This would be vital in deployment not only to the wetlands but for rapid deployment to any body of water no matter the tide. This can also be used with the expected climate change increased rainfall which will cause flooding set to occur in Napa County due to the recent wildfires and lack of water absorption into the soil. Continued atmospheric river-type weather is expected. This vessel will allow for stranded motorists or trapped residents to be contacted and rescued in both our jurisdiction and in the state-wide mutual aid system.

2. The City of American Canyon is currently in the middle of a major growth spurt with the addition of 3,100 residential units expected within the next 2 years. This increase in population is expected to bring more activity within the Parks and Recreation areas. Wetlands Edge Park Trail is bordered by the Napa River and the marshland. The City of American Canyon has proposed the building of a kayaking ramp that launches directly into the Napa River. ACFPD would like to be proactive in our response and training to prepare and educate recreational kayakers, boaters, and outdoors people on the joys and safety precautions associated with water. The award of this grant funding would allow for patrol time, a patrol boat, and public education.

3. Recently, a 180-passenger cruise ship (plus crew) has started using the Napa River as a destination stop for tourists. The biggest threat to a ship is fire. A quick launch will allow our highly trained crews to make quick access to assist onboard crews to protect the lives of those on board and access anyone onboard who is having a medical emergency between ports creating a stop-gap. The award of these grant funds will allow us to train and protect those enjoying the body of water that is within our jurisdiction.

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

8. Inventory

List all patrol boats, PWCs and inflatables in your current inventory (Local and State owned)

Year	Make	CF Number	How many hours/year is this used?	What waterbodies is it used on?	Is this boat currently being surplused?	Was this vessel funded by a DBW grant?	Is this vessel operational ?	Is this vessel used for anything else besides patrolling. If so, explain.
2003	Achilles	852376P	120	Napa River, Napa-Sonoma Marshlands	No	No	Yes	Training

9. Project Type

Are you requesting a new Patrol Boat/PWC or Misc. Equipment.?

- New Patrol Boat/PWC - see definition below
- Equipment / Repairs

NOTE: A "Patrol Boat" is defined as "A Department of Parks and Recreation, Division of Boating and Waterways approved, registered vessel (with or without trailer and/or outboard motor) purchased for use in boating safety and law enforcement activities." **VERIFY THAT YOUR REQUEST IS CORRECTLY CLASSIFIED.** Failure to correctly classify may result in disqualification of your grant application.

* All items purchased with funding provided by the Division of Boating and Waterways are for the exclusive use of the Boating Safety and Enforcement Unit.

Patrol Boat Instructions

PLEASE READ THE FOLLOWING CAREFULLY

ENTER INFORMATION IN THIS SECTION ONLY IF YOU SELECTED 'PATROL' AS A PROPOSAL TYPE

IF YOU DID NOT SELECT 'PATROL BOAT' AS A PROPOSAL TYPE, CLICK ON THE NEXT TAB TO NAVIGATE TO THE NEXT SECTION

10. Describe what you are requesting. You may request only FIVE ITEMS TOTAL (patrol boat and equipment). You may group "like items". "Like items" are related items that work together. You need one to work with the other. Examples of "like items" include a 'patrol boat and a trailer' or 'dive masks and dive suits'."

Item	Cost	Quantity	Total	Priority	List specific items that are in the grouped 'like' items
Patrol Boat/Trailer/Engine/Steering Console	35,485.00	1.00	35,485.00	First	Boat, Steering Console, Engine, and Trailer
TOTAL			35,485.00		

10 a. Describe exactly what you are requesting and how this equipment will help mitigate the boating safety issues you identified in Question 7.

The American Canyon Fire Protection District is requesting grant funding for a patrol/rescue boat in the amount of \$35,485.00 (\$44,934 Total Funding). This funding would be used for the purchase of a shallow water aluminum rigid inflatable boat that can be deployed in as little as 8 inches of shallow water. Our agency responds to the Napa River and Napa-Sonoma Marsh areas and due to the tidally influenced waterways, a boat that can be deployed in very shallow water in a rapid manner is essential in emergency situations.

Our current watercraft is not big enough to hold the minimum crew (3) members and a rescue victim and has not been consistently operational in some time. We have been contacted several times by Vallejo Coast Guard Station and CAL-Fire Napa County to assist with rescues within the waterways and due to the inability to traverse waterways during low tide events and the lack of maneuverability, we have had to decline the assistance.

In a water rescue environment, the standing protocol is "Talk, reach, throw, row, tow, helo, go" which is standard in water rescue. This is due to "go" putting a first responder in the water. This is the most dangerous situation and the last effort used due to the high risk to the first responder. Having the ability to reach our victims with a shallow water boat would be a great asset not only to our community but the safety of our personnel.

The City of American Canyon is also planning on building a new kayaking launch ramp within the next 12 months. Awarding ACFPD this grant funding would allow us to be prepared for the upcoming influx of recreation that is about to occur on our waterways.

Recently a 180-passenger cruise ship has been sailing on the Napa River. (Plus crew members) Should any type of emergency occur, we will be able to deploy and assist with a rescue. (<https://www.nbcbayarea.com/news/local/san-francisco-bay-cruise-american-cruise-lines/2973252>)

10 b. Describe any negative impacts to boating safety and/or boating enforcement if you do not get this grant.

Not being chosen to receive these grant funds will ultimately leave us in the same position that we are currently in. The inability to access our victims and the inability to maneuver safely within our waterways due to the tidal influence. Our inability to launch and maneuver in shallow water will leave us unable to effectively rescue victims in the water.

Also, keeping our first responders safe by not putting them in a high-risk situation by putting them in the water will continue to be a risk factor that we have to balance. We pride ourselves on providing a high level of service to our community and our public safety partners. The lack of grant funding will jeopardize our mission statement: 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.

10 c. Classify this request by choosing one of the following options and present a strong justification for the request.

Classify this request by choosing one of the following options.

- "Critical" (operations would cease without it)
- "Increased efficiency" (if it would save staff time, identify how much time)
- "Convenience" (it would make life a little easier)
- "Protection" of existing equipment (ex: shade tents, hoists to get the vessels out of the water, etc. to extend longevity)

Justify your classification of this request. (max. 300 characters)

If our request for funds to obtain a shallow-water boat is successful, this would greatly improve our level of service and also increase the odds of victim survivability. The average water temperature in the Napa River is 53 degrees. Once a person enters the water it's less than 15 minutes before the onset of hypothermia symptoms begin to take effect. The victim can potentially succumb to these symptoms within an hour.

With the current activation of the 9-1-1 system, our current watercraft, and the inability to launch in shallow water, the response time can be in excess of 30 minutes. With grant funding our response time would be cut in half, we can raise the survivability rate of the victims and reduce the risk to the first responders.

Percentage of time on the water this vessel will be used for:

Activity	Percentage
Boating Safety Activities	20.00
Search and Rescue Activities	50.00
Other Activities	30.00
TOTAL	100.00

List any other activities this vessel will be used for:

Other Activities: Training for Search and Rescue Activities.

10 d. If you are not awarded your full request, would your agency be able to supplement Yes No the difference?

If yes, what percentage can you supplement?

10 e. How and why did you select this particular vessel? Explain if this is a standard patrol boat or do you need something specialized for your waterbody to meet your agency's needs? List less expensive models considered and explain why they are not being requested. List other funding sources available to your agency that could be used to purchase or partially purchase this equipment.

ACFPD has reached out to several agencies that have similar geographical make-up and have the same water rescue needs. While speaking with Swift Water Rescue teams members of our team were able to identify specific needs, challenges, budgetary restrictions, and maintenance needs. Through this research, we have identified a shallow-bottomed, aluminum rigid inflatable boat that will be able to navigate in and out of shallow water, marshland and into deeper water where the channel is deeper.

ACFPD is a Fire Protection District, meaning our funding is limited to property tax and fees. We are not

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

supplemented by the City of American Canyon and receive no sales tax. With rising costs, rising calls for service, and no rise in income, we are limited with our funds. Our District is being stretched to the financial limits and trying to do more with less. This grant funding would allow us to purchase the appropriate equipment and serve our citizens appropriately.

Another less expensive model is an A12S. This model is not ideal as it is small and cannot hold the appropriate personnel along with a rescue victim. It also does not launch or allow maneuverability in shallow water. This model cannot fit the steering column that is necessary for the agility needed to make an efficient and successful rescue for both the victim and the first responder. The short shaft transom tubes are only 18 inches so to fit the steering column it would require a deep V which makes the hull too deep for launch and the minimum depth would be 18 inches of water.

At this time we do not have funding sources to purchase this boat and equipment. Several of our Advanced Life Support monitors have gone out of service and due to apparatus problems, we have had to order two new fire engines, using the reserves we had set aside. The cost has risen 250% due to supply chain issues.

10 f. Patrol Boat - Informational

10 f. What body(s) of water will this boat be used on?

The boat will primarily be used in the Napa River and Napa-Sonoma Marsh but could be used as Mutual Aid in the Carqinez Straight and Suisun Slough.

10 g. How many hours per month on average will this vessel be used for Boating Safety Enforcement?

May through September	20
October through April	20

10 h. Will this vessel be used for anything besides Recreational Boating Safety Enforcement (ie. Junior lifeguard, swimming rescues, enforcing commercial activities, etc.)? Yes No

If YES, complete the table below.

List Other Activity (NOT BOATING RELATED ACTIVITY)	Hours per month on average this vessel will be used for other activity(ies)
Yes, this unit would be used to rescue victims that have found themselves within our waterways and are unable to self-rescue, also partnering with our allied agencies in training, patrolling during high traffic events such as 4th of July or holidays that increase waterway traffic.	15.00

10 i. Upload boat/trailer specifications for review. The Specification Guidelines are in the 'Show Documents' area. You cannot proceed without attaching specs. [37388_0_251_Specs.pdf](#)

10 j. Estimate the cost of the patrol boat and trailer 35,485.00

10 k. Attach two quotes. If you cannot provide a quote now, you must provide if you are awarded a grant.

Name	Attachment
A14S	37392_0_426_A MERCIAN CANYON A14S JET QUOTE 2.pdf

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

10 l. Will this replace an existing boat? Yes No

Year, make and CF # of boat being replaced.

2003 Achilles CF852376P

10 m. Has the vessel being replaced ever had it's engine or electronics replaced? Yes No

If yes, how many times? Explain. (max. 1024 characters)

10 n. Explain why you are not requesting a repower of this vessel. (max. 1024 characters)

This vessel is too small for our minimum crew as well as a rescue victim. The outboard engine is also underpowered. By upgrading the engine, it would be too big for this particular vessel.

Misc Equipment Instructions

PLEASE READ THE FOLLOWING CAREFULLY

ENTER INFORMATION IN THIS SECTION ONLY IF YOU SELECTED 'MISC. EQUIPMENT' AS A PROPOSAL TYPE

IF YOU DID NOT SELECT 'MISC. EQUIPMENT' AS A PROPOSAL TYPE, CLICK ON THE NEXT TAB TO NAVIGATE TO THE NEXT SECTION

Misc. Equipment Items

11. Describe what you are requesting. You may request only FIVE ITEMS TOTAL (patrol boat and equipment). You may group "like items". "Like items" are related items that work together. You need one to work with the other. Examples of "like items" include a 'patrol boat and a trailer' or 'dive masks and dive suits'."

NOTE: Do not ask for supplies (ie: rope, water bottles, cleaning supplies, hardware). Supplies WILL NOT BE CONSIDERED for grant funding.

Item	Cost	Quantity	Total	Priority	Comments
Navigation System	3,599.00	1.00	3,599	First	
Battery	100.00	1.00	100	Second	
Lighting	900.00	1.00	900	Third	
Delivery	4,850.00	1.00	4,850	Fourth	
TOTAL			9,449		

Misc. Equipment Items Questions (Navigation System)

11. Item Details

- 11 a. Is this equipment general all-purpose gear? NOTE: person-specific Yes No items will not be funded.
- 11 b. Describe exactly what you are requesting and how this equipment will help mitigate the boating safety issues you identified in Question 7. If your requested quantity is more than one for any item, explain the need for having multiple items. (max. 2000 characters)

The American Canyon Fire Protection District is requesting a navigation system to be able to locate potential victims and water depth. Without a navigation system, we would not be able to accurately navigate through shallow waters and have the potential to locate deceased victims. A boat would be useless without the proper tools to use with it.

We are also requesting funds for the cranking battery. A cranking battery **allows a marine vessel to start by sending power to the engine when the ignition switch is activated.** For this reason, these batteries are also known as starter batteries. To start a motor, short and strong bursts of energy must be sent from the battery. Without this battery, there is a possibility of our crews being stranded or not being able to deploy at all.

The lighting unit would be used for seeing at night. The only light in the Napa River and marshland is the natural light from the moon. That is not sufficient to see victims or stranded vessels. Without lights, we would not be able to deploy after dusk.

We are requesting the delivery fee of the boat. Without taking possession of the boat, there is no boat.

11 c. Describe any negative impacts to boating safety and/or boating enforcement if you do not get this grant.

Not being chosen to receive these grant funds will ultimately leave us in the same position that we are currently in. The inability to access our victims and the inability to maneuver safely within our waterways due to the tidal influence. Our inability to launch and maneuver in shallow water will leave us unable to effectively rescue victims in the water.

Also, keeping our first responders safe by not putting them in a high-risk situation by putting them in the water will continue to be a risk factor that we have to balance. We pride ourselves on providing a high level of service to our community and our public safety partners. The lack of grant funding will jeopardize our mission statement: 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.

All of the equipment listed is essential to the safe operation of the boat. Without it, the boat will not be functional.

11 d. Classify this request

Classify this request by choosing one of the following options and present a strong justification for the request

- "Critical" (operations would cease without it)
- "Increased efficiency" (if it would save staff time, identify how much time)
- "Convenience" (it would make life a little easier)
- "Protection" of existing equipment (ex: shade tents, hoists to get the vessels out of the water, etc. to extend longevity)

Justify your classification of this request. (max. 300 characters)

Our current response time can be in excess of 30 minutes. With funding our time can be cut in half, and we can raise the survivability rate of the victims and reduce the risk to the first responders if we can quickly locate them.

Percentage of time on the water this equipment will be used for:

Activity	Percentage
Boating Safety Activities	20
Search and Rescue Activities	50
Other Activities	30
TOTAL	100.00

List any other activities this equipment will be used for: (max 300 characters)

Training for Search and Rescue Activities

- 11 e. If you are not awarded your full request, would your agency be able to supplement the difference? Yes No

If yes, what percentage can you supplement?

11 f. What other capabilities exist in your region for this equipment? Justify why it is not feasible to borrow this equipment from a neighboring agency.

ACFPD has reached out to several agencies that have similar geographical make-up and have the same water rescue needs. While speaking with Swift Water Rescue teams members of our team were able to identify specific

needs, challenges, budgetary restrictions, and maintenance needs. Through this research, we have identified a shallow-bottomed, aluminum rigid inflatable boat that will be able to navigate in and out of shallow water, marshland and into deeper water where the channel is deeper.

ACFPD is a Fire Protection District, meaning our funding is limited to property tax and fees. We are not supplemented by the City of American Canyon and receive no sales tax. With rising costs, rising calls for service, and no rise in income, we are limited with our funds. Our District is being stretched to the financial limits and trying to do more with less. This grant funding would allow us to purchase the appropriate equipment and serve our citizens appropriately.

11 g. How and why did you select this particular model? Explain if this is standard equipment or do you need something specialized for your waterbody to meet your agency's needs? List less expensive models considered and explain why they are not being requested. List other funding sources available to your agency that could be used to purchase or partially purchase this equipment.

Another less expensive model is an A12S. This model is not ideal as it is small and cannot hold the appropriate personnel along with a rescue victim. It also does not launch or allow maneuverability in shallow water. This model cannot fit the steering column that is necessary for the agility needed to make an efficient and successful rescue for both the victim and the first responder. The short shaft transom tubes are only 18 inches so to fit the steering column it would require a deep V which makes the hull too deep for launch and the minimum depth would be 18 inches of water.

At this time we do not have funding sources to purchase this boat and equipment. Several of our Advanced Life Support monitors have gone out of service and due to apparatus problems, we have had to order two new fire engines, using the reserves we had set aside. The cost has risen 250% due to supply chain issues.

Misc. Equipment - Informational

11 h. What body(s) of water will this equipment be used on?

Napa River, Napa-Sonoma Marshland and Mutual Aid to San Pablo Bay

11 i. How many hours per month on average will this equipment be used for Boating Safety Enforcement?

May through September 20

October through April 20

11 j. Will this equipment be used for anything besides Recreational Boating Safety Enforcement (ie. Junior lifeguard, swimming rescues, enforcing commercial activities, etc.)? Yes No

If YES, complete the table below

List Other Activity (NOT BOATING RELATED ACTIVITY)	Hours per month on average this equipment will be used for other Activity
Search and Rescue Training & Actual Search and Rescue	15

11 k. Select the PRIMARY purpose this equipment will be used for:

- Search and rescue
- Enforcement of state and local measures
- Inspection of vessels
- Recovering drowned bodies
- Supervising organized water events

11 l. If Search and Rescue is the primary purpose, list the activity (i.e: recovery of drowned body) and the number of boating-related emergencies this equipment would have been used for last year doing that activity. Do not include NON-BOATING emergencies (i.e: those related to swimmers)

BOATING-RELATED ACTIVITY	NUMBER OF TIMES NEEDED LAST YEAR
Lost Boaters	3
Mutual Aid Requests	4
Stranded Boaters	4

Misc. Equipment Items Questions (Battery)

11. Item Details

11 a. Is this equipment general all-purpose gear? NOTE: person-specific Yes No items will not be funded.

11 b. Describe exactly what you are requesting and how this equipment will help mitigate the boating safety issues you identified in Question 7. If your requested quantity is more than one for any item, explain the need for having multiple items. (max. 2000 characters)

A cranking battery **allows a marine vessel to start by sending power to the engine when the ignition switch is activated.** For this reason these batteries are also known as starter batteries. To start a motor, short and strong bursts of energy must be sent from the battery. Without the battery, we would not be able to start the boat.

11 c. Describe any negative impacts to boating safety and/or boating enforcement if you do not get this grant.

If we don't have a battery, we cannot start or deploy the boat.

11 d. Classify this request

Classify this request by choosing one of the following options and present a strong justification for the request

- "Critical" (operations would cease without it)
- "Increased efficiency" (if it would save staff time, identify how much time)
- "Convenience" (it would make life a little easier)
- "Protection" of existing equipment (ex: shade tents, hoists to get the vessels out of the water, etc. to extend longevity)

Justify your classification of this request. (max. 300 characters)

Without a battery we cannot start or deploy the boat, therefore it is a critical component of the boat.

Percentage of time on the water this equipment will be used for:

Activity	Percentage
Boating Safety Activities	20
Search and Rescue Activities	50
Other Activities	30
TOTAL	100.00

List any other activities this equipment will be used for: (max 300 characters)

Training for Search and Rescue Activities.

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

11 e. If you are not awarded your full request, would your agency be able to supplement the difference? Yes No

If yes, what percentage can you supplement?

11 f. What other capabilities exist in your region for this equipment? Justify why it is not feasible to borrow this equipment from a neighboring agency.

A battery is not something that can be borrowed and returned. It must be permanently affixed to the boat.

11 g. How and why did you select this particular model? Explain if this is standard equipment or do you need something specialized for your waterbody to meet your agency's needs? List less expensive models considered and explain why they are not being requested. List other funding sources available to your agency that could be used to purchase or partially purchase this equipment.

This battery is the optimal battery for this boat and engine type per the manufacturer.

Misc. Equipment - Informational

11 h. What body(s) of water will this equipment be used on?

Napa River, Napa-Sonoma Marshlands, Mutual Aid San Pablo Bay

11 i. How many hours per month on average will this equipment be used for Boating Safety Enforcement?

May through September 20

October through April 20

11 j. Will this equipment be used for anything besides Recreational Boating Safety Enforcement (ie. Junior lifeguard, swimming rescues, enforcing commercial activities, etc.)? Yes No

If YES, complete the table below

List Other Activity (NOT BOATING RELATED ACTIVITY)	Hours per month on average this equipment will be used for other Activity
Search and Rescue Training & Actual Search and Rescue	15

11 k. Select the PRIMARY purpose this equipment will be used for:

- Search and rescue
- Enforcement of state and local measures
- Inspection of vessels
- Recovering drowned bodies
- Supervising organized water events

11 l. If Search and Rescue is the primary purpose, list the activity (i.e: recovery of drowned body) and the number of boating-related emergencies this equipment would have been used for last year doing that activity. Do not include NON-BOATING emergencies (i.e: those related to swimmers)

BOATING-RELATED ACTIVITY	NUMBER OF TIMES NEEDED LAST YEAR
Lost Boaters	3
Mutual Aid Requests	4
Stranded Boaters	4

Misc. Equipment Items Questions (Lighting)

11. Item Details

- 11 a. Is this equipment general all-purpose gear? NOTE: person-specific Yes No items will not be funded.
- 11 b. Describe exactly what you are requesting and how this equipment will help mitigate the boating safety issues you identified in Question 7. If your requested quantity is more than one for any item, explain the need for having multiple items. (max. 2000 characters)

Lighting is a critical need for rescues and deployment after dusk. Without sufficient lighting, we will not be able to locate victims on or stuck in the water due to the inability to locate them.

11 c. Describe any negative impacts to boating safety and/or boating enforcement if you do not get this grant.

If we do not get the funding for lighting we will not be able to deploy after dark.

11 d. Classify this request

Classify this request by choosing one of the following options and present a strong justification for the request

- "Critical" (operations would cease without it)
- "Increased efficiency" (if it would save staff time, identify how much time)
- "Convenience" (it would make life a little easier)
- "Protection" of existing equipment (ex: shade tents, hoists to get the vessels out of the water, etc. to extend longevity)

Justify your classification of this request. (max. 300 characters)

It is imperative that we have lighting to locate victims after dusk. 50% of our calls for rescues occur during the evening hours.

Percentage of time on the water this equipment will be used for:

Activity	Percentage
Boating Safety Activities	20
Search and Rescue Activities	50
Other Activities	30
TOTAL	100.00

List any other activities this equipment will be used for: (max 300 characters)

Training for Search and Rescue Activities

- 11 e. If you are not awarded your full request, would your agency be able to supplement the difference? Yes No

If yes, what percentage can you supplement?

11 f. What other capabilities exist in your region for this equipment? Justify why it is not feasible to borrow this equipment from a neighboring agency.

Lighting is a component that needs to be permanently affixed to the boat, therefore cannot be borrowed from a neighboring agency.

11 g. How and why did you select this particular model? Explain if this is standard equipment or do you need

something specialized for your waterbody to meet your agency's needs? List less expensive models considered and explain why they are not being requested. List other funding sources available to your agency that could be used to purchase or partially purchase this equipment.

After working with other agencies and evaluating our geography we came up with the boat style that was needed. From there, working with the manufacturer, we were able to identify the lightest and brightest light system available.

Misc. Equipment - Informational

11 h. What body(s) of water will this equipment be used on?

Napa River, Napa-Sonoma Marshlands, Mutual Aid San Pablo Bay

11 i. How many hours per month on average will this equipment be used for Boating Safety Enforcement?

May through September 20

October through April 20

11 j. Will this equipment be used for anything besides Recreational Boating Safety Enforcement (ie. Junior lifeguard, swimming rescues, enforcing commercial activities, etc.)? Yes No

If YES, complete the table below

List Other Activity (NOT BOATING RELATED ACTIVITY)	Hours per month on average this equipment will be used for other Activity
Search and Rescue Training & Actual Search and Rescue	15

11 k. Select the PRIMARY purpose this equipment will be used for:

- Search and rescue
- Enforcement of state and local measures
- Inspection of vessels
- Recovering drowned bodies
- Supervising organized water events

11 l. If Search and Rescue is the primary purpose, list the activity (i.e: recovery of drowned body) and the number of boating-related emergencies this equipment would have been used for last year doing that activity. Do not include NON-BOATING emergencies (i.e: those related to swimmers)

BOATING-RELATED ACTIVITY	NUMBER OF TIMES NEEDED LAST YEAR
Lost Boaters	3
Mutual Aid Requests	4
Stranded Boaters	4

Misc. Equipment Items Questions (Delivery)

11. Item Details

11 a. Is this equipment general all-purpose gear? NOTE: person-specific Yes No items will not be funded.

11 b. Describe exactly what you are requesting and how this equipment will help mitigate the boating safety issues you identified in Question 7. If your requested quantity is more than one for any item, explain the need for having multiple items. (max. 2000 characters)

The boat is manufactured and shipped from Florida. This is the shipping costs. If we were to fly personnel back there or drive back and drive it out it would not be cost-prohibitive. Without the boat being delivered, there is no boat.

11 c. Describe any negative impacts to boating safety and/or boating enforcement if you do not get this grant.

No boat delivery, no search and rescue program.

11 d. Classify this request

Classify this request by choosing one of the following options and present a strong justification for the request

- "Critical" (operations would cease without it)
- "Increased efficiency" (if it would save staff time, identify how much time)
- "Convenience" (it would make life a little easier)
- "Protection" of existing equipment (ex: shade tents, hoists to get the vessels out of the water, etc. to extend longevity)

Justify your classification of this request. (max. 300 characters)

No boat delivery, no search and rescue program as there would be no boat.

Percentage of time on the water this equipment will be used for:

Activity	Percentage
Boating Safety Activities	20
Search and Rescue Activities	50
Other Activities	30
TOTAL	100.00

List any other activities this equipment will be used for: (max 300 characters)

The delivery to American Canyon Fire Protection District.

- 11 e. If you are not awarded your full request, would your agency be able to supplement the difference? Yes No

If yes, what percentage can you supplement?

11 f. What other capabilities exist in your region for this equipment? Justify why it is not feasible to borrow this equipment from a neighboring agency.

Not Applicable due to this is a delivery fee.

11 g. How and why did you select this particular model? Explain if this is standard equipment or do you need something specialized for your waterbody to meet your agency's needs? List less expensive models considered and explain why they are not being requested. List other funding sources available to your agency that could be used to purchase or partially purchase this equipment.

Not Applicable due to this is a delivery fee.

Misc. Equipment - Informational

- 11 h. What body(s) of water will this equipment be used on?

Napa River, Napa-Sonoma Marshlands, Mutual Aid San Pablo Bay

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

11 i. How many hours per month on average will this equipment be used for Boating Safety Enforcement?

May through September	20
October through April	20

11 j. Will this equipment be used for anything besides Recreational Boating Safety Enforcement (ie. Junior lifeguard, swimming rescues, enforcing commercial activities, etc.)? Yes No

If YES, complete the table below

List Other Activity (NOT BOATING RELATED ACTIVITY)	Hours per month on average this equipment will be used for other Activity
Search and Rescue Training & Actual Search and Rescue	15

11 k. Select the PRIMARY purpose this equipment will be used for:

- Search and rescue
- Enforcement of state and local measures
- Inspection of vessels
- Recovering drowned bodies
- Supervising organized water events

11 l. If Search and Rescue is the primary purpose, list the activity (i.e: recovery of drowned body) and the number of boating-related emergencies this equipment would have been used for last year doing that activity. Do not include NON-BOATING emergencies (i.e: those related to swimmers)

BOATING-RELATED ACTIVITY	NUMBER OF TIMES NEEDED LAST YEAR
Lost Boaters	3
Mutual Aid Requests	4
Stranded Boaters	4

12 Previous BSEE Grants

	FY 21/22	FY 20/21	FY 19/20
Did your agency apply for a BSEE grant ?	No	No	No
Were you awarded a BSEE grant? (leave blank if No)			
Amount awarded: (List amount or leave blank if No or NA)			
Amount reimbursed: (List amount or leave blank if No or NA)			
List the equipment purchased: (List leave blank if No or NA)			

Boating Safety and Enforcement Income

13. Revenue and Expenditures

Boat Tax Revenue	0.00
Other Revenue:	
a) Other local revenue sources: (Example: launching facilities, campgrounds, parking, anything that goes toward marine patrol support)	0.00
b) Any State boating funding sources, including DBW subvention/financial aid:	0.00
TOTAL ANNUAL BOATING INCOME IN YOUR OPERATING BUDGET	0.00
TOTAL EXPENDITURES FOR BOATING SAFETY AND ENFORCEMENT	4,000.00

14. If you participated in the subvention/financial aid program, were all Yes No NA allocated funds expended in the previous closed year?

If NO, state percentage of remaining funds.

Budget Detail for Boating Safety and Enforcement Equipment Grant - FY 2023 / 24
 Agency: American Canyon Fire Protection District
 Application: Boating Safety and Enforcement Equipment Grant - FY 2023 / 24

	Line Item	Qty	Rate	UOM	Total	Req Amount
1	Patrol Boat					
	Patrol Boat/Trailer/Engine/Steering Console	1.0000	35485.000		35,485.00	35,485.00
2	Equipment					
	Navigation System	1.0000	3599.000		3,599.00	3,599.00
	Battery	1.0000	100.000		100.00	100.00
	Lighting	1.0000	900.000		900.00	900.00
	Delivery	1.0000	4850.000		4,850.00	4,850.00
Total for Equipment					9,449.00	9,449.00
3	Adjustment					
TOTAL EXPENDITURES					44,934.00	44,934.00

Budget Summary for Boating Safety and Enforcement Equipment Grant - FY 2023 / 24
 Agency: American Canyon Fire Protection District
 Application: Boating Safety and Enforcement Equipment Grant - FY 2023 / 24

	Category	Total	Req Amount	Narrative
1	Patrol Boat	35,485.00	35,485.00	
2	Equipment	9,449.00	9,449.00	
3	Adjustment	0.00	0.00	
TOTAL EXPENDITURES		44,934.00	44,934.00	

Applicant Certification

a. Under penalty of perjury, I certify that I have examined this application and the document(s), proposal(s), and statement(s) submitted in conjunction herewith, and that to the best of my information and belief, the information contained herein is true, accurate, correct, and complete.

b. I certify that I am the person authorized to submit this application on behalf of the applicant.

Name: Laura Provencher

Title: Fire Executive Assistant/PIO

Date Signed: 04/28/202

3



TITLE

First-In Alerting System.

RECOMMENDATION

Adopt Resolution 2023-27 authorizing the purchase for WESTNET First -In Alerting Smart Station System for Station 211 in the amount of \$66,135.77.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The current alerting system at Station 211, located at 225 James Road, has been in use for decades and is now obsolete, with unavailable replacement parts and no possibility of repair should it malfunction. In light of this, we propose the implementation of the First-In Alerting System, an advanced notification solution designed to optimize emergency response procedures at Station 211.

The First-In Alerting System is a cutting-edge notification system that deploys a network of remote alerting modules strategically positioned throughout the fire station. Its primary objective is to promptly and safely alert station personnel in the event of an emergency call, utilizing the most advanced technology available. Moreover, this alerting system is highly customizable and has been specifically engineered to accommodate future expansion requirements.

WESTNET First-In Alerting System is aligned with Sourcewell's cooperative purchasing organization. Our purchasing agreement falls under contract #042021-WNT. Sourcewell's experts have streamlined the procurement process by developing Request for Proposals (RFPs) and Invitation for Bids (IFBs) that adhere to national, competitive standards, requirements.

It is critical to maintain an effective emergency response alerting system at Station 211. This investment not only ensures the safety of our firefighters and the community, but also aligns with our commitment to deploying state-of-the-art technology to enhance our emergency response infrastructure.

FISCAL IMPACT

The alerting system purchase of \$66,135.77 has been included in the FY2023-2024 District Fleet, Facilities & Equipment capital budget.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. [Resolution 2023-27 First-In Alerting System](#)
2. [American Canyon Fire Station #211 First-In Alerting Smart Station System Quote](#)

RESOLUTION 2023-27

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT (“DISTRICT”) AUTHORIZING THE PURCHASE FOR THE WESTNET FIRST-IN ALERTING SYSTEM FOR STATION 211 IN THE AMOUNT OF \$66,135.77

WHEREAS, the current alerting system at Station 211, located at 225 James Road, has been in service for decades and is now deemed obsolete, with unavailability of replacement parts and no viable repair solutions in case of malfunction; and

WHEREAS recognizing the urgency of this matter, there is a need to purchase a modernized alerting system, thus enhancing the emergency response capabilities at Station 211; and

WHEREAS, the First-In Alerting System is a state-of-the-art notification solution, characterized by a network of strategically placed remote alerting modules within the fire station, whose primary purpose is to expedite and secure the notification of station personnel in response to emergency calls, utilizing cutting-edge technology; and

WHEREAS, this alerting system ensures the safety of our firefighters and the community, and aligns with our commitment to deploying state of the art technology to enhance our emergency response infrastructure; and

WHEREAS, funds have been appropriated in the District’s Fleet, Facilities & Equipment Fund capital budget for FY 2023-2024 to fund the purchase;

NOW, THEREFORE, BE IT RESOLVED that the American Canyon Fire Protection District hereby authorizes the purchase of the WESTNET First-In Alerting System for Station 211 in the amount of \$66,135.77.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 26th day of September, 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



WESTNET

15542 Chemical Lane
Huntington Beach, CA 92649
Phone: 714-548-3500 Fax: 714-901-5610
www.FirstInAlerting.com



Quote: American Canyon Fire Station #211 First-In Alerting Smart Station System Revised

To: Maxwell Hitzler

From: Zulema Perez

Napa, CA

Summary

Total Amount:	\$66,135.77	Quote ID:	Q-09111-M1G2 Revision: 1
Shipping Method:	Ground	Date:	9/19/2023
Payment Terms:	Net 30	Effective To:	12/18/2023
Description:	This quote is for American canyon Fire Station #211 First-In Alerting Smart Station System including installation and technical support.		
Clarifying Comments:	This quote is based upon installation occurring in 1 trip. If the stations are not ready and additional trips are required, customer agrees to pay additional fees. Customer is responsible for all network connectivity between dispatch and station, as well as the CAD interface if network activation is desired. Customer is responsible for having the radio, network equipment, and power within 6 feet of the Master Control Unit. Quote does not include conduit of more than 20 feet, if required. Customer are to provide VPN access to Westnet for remote adjustments and support.		

Quote includes prevailing wages rate. Customer is responsible for the difference in sales and use tax if applicable. If tax exempt please email the tax exempt form to accounting@westnet-inc.com. Payment terms are net 30 with payment milestones. Quote does not include permits or bonds. Quote includes Sourcewell discount pricing under contract #042021-WNT.

Quote was revised 9/18/2023 to update the effective to date, pricing, include Sourcewell discount pricing under contract #042021-WNT add remove 1 32" Non-Touch Screen Display Point with Mapping, 2 High Power Audio Module with 1 Speaker, 1 2U Shelf, 1 Wire Management, 1 Dual Power Module with UPS and dual Power Supply, 2 Satellight Kits, 3 Satellight Controllers, 1 35" Company Indicator, 1 Digital Volume Controller, 1 Appliance and Systems Interface Unit, 1 Turnout Timer and to add 1 Satellight.

Shipping Information

Ship To:

Bill To:

Details

Product ID	Product	QTY	Price	Sub Total
2U-SLT-SH-KIT	2U Slotted Shelf - Kit	1.00	\$80.75	\$80.75
DLSP	MCU Data Line Surge Protector	1.00	\$90.25	\$90.25
DL-STROBE-BB #4097	Dorm Light / Strobe Light Back Box - Kit #4097	2.00	\$32.78	\$65.56
FIN-AUX-L01	First-In MCU Auxiliary Module Lite	1.00	\$603.25	\$603.25
FIN-Eth-T10	Ethernet Data Activated First-In Type 10 MCU	1.00	\$9,021.15	\$9,021.15
FINISO4P	Radio Isolation Unit - Four Channel	1.00	\$789.45	\$789.45
FRMKit-Dual	MCU and Radio Rack Mount Kit	1.00	\$184.25	\$184.25
HPA-200D	High Power Paging Audio Module (includes two speakers)	1.00	\$2,175.49	\$2,175.49
RK-WM-1U	Wire Management - 1 Unit - Kit	1.00	\$61.75	\$61.75
SCR26-24VC5	Control Remote (each controls up to 8 functions)	1.00	\$1,117.15	\$1,117.15
SDBS1	Doorbell Button	1.00	\$213.75	\$213.75
SPC28-HS-1K2PS	Power Module w/ Hub & Spoke Controller, UPS & Dual Power Supplies	1.00	\$1,873.40	\$1,873.40
SS-AST-LF	Alerting Strobe Light Fixture	2.00	\$213.75	\$427.50

Product ID	Product	QTY	Price	Sub Total
SSAT	Satellight (driven off Satellight Controller)	2.00	\$280.25	\$560.50
SSATKIT-TBD	Satellight Mounting Kit - TBD	8.00	\$45.60	\$364.80
SSAT-M	Satellight Controller	6.00	\$569.98	\$3,419.88
SS-DVC	Digital Volume Controller	2.00	\$213.75	\$427.50
SSETS	Emergency Button	1.00	\$213.75	\$213.75
SS-MLC	Lighting Controller Module (max 4)	1.00	\$675.00	\$675.00
SS-OSA	Outside Speaker Audio Module (includes one speaker)	1.00	\$569.98	\$569.98
SS-SLA-4L	Alerting Strobe Light Adaptor	1.00	\$90.25	\$90.25
SS-TIM-01	Telephone Interface Module	1.00	\$1,139.95	\$1,139.95
SVC-LIFT-FEE	Lift Service Fee	1.00	\$1,250.00	\$1,250.00

NOTES:

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Equipment Total	\$25,415.31
Install Supplies	\$1,270.00
Total Tax (7.750 %)	\$2,068.11
Shipping and Handling	\$1,231.23
Station Equipment Install	\$29,750.00
FiAP Install, Commissioning, and Testing	\$0.00
FiAP Training	\$0.00
One Year Toll Free Technical Support	\$2,931.12
Project Coordination	\$2,220.00
Special Engineering Services	\$1,250.00
Total Amount	\$66,135.77

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First-In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur. However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding \$250 will have prior approval, unless otherwise specified by the customer prior to commencement.

If payment is not received by 30 (thirty) days from the date of invoice, a late charge of 1.5% per month of the unpaid balance will be charged to that particular invoice.



AMERICAN CANYON FIRE PROTECTION DISTRICT
BOARD AGENDA
SEPTEMBER 26, 2023

STAFF REPORT
PUBLIC HEARING
ITEM NUMBER: 11.

TITLE

Approve the Final Operating and Capital Budgets for the American Canyon Fire Protection District for Fiscal Year 2023-2024.

RECOMMENDATION

Hold a Public Hearing and adopt a resolution approving the Final Operating and Capital Budgets for the American Canyon Fire Protection District for Fiscal Year 2023-2024.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

Pursuant to Section 13890 of the Health and Safety Code, fire districts in California must adopt at least a preliminary budget by July 1 of each year and, after having done so, must then adopt a final budget by October 1st. On June 27, 2023, the American Canyon Fire Protection District Board conducted a public hearing and adopted preliminary operating and capital budgets for fiscal year 2023-24, with September 26, 2023, being set as the date for the public hearing and adoption of the final budget.

Attached is the fiscal year 2023-24 preliminary budget staff report, and following is a discussion of the recommended budget changes/updates from the preliminary operating and capital budgets to the final budgets.

FINAL BUDGET

The District's General Operations Fund (Fund 810) accounts for the day-to-day expenses associated with providing fire and life safety services to the citizens of the District. In addition, a portion of the annual operating funds received by the District are set aside to meet future capital maintenance and replacement needs and to fund the benefits promised to District employees upon retirement. The fund's overall financial condition remains stable, with a (pre-audit) fund balance on June 30, 2023, of \$5.4 million, which is down slightly from last year's \$5.5 million ending balance due to costs associated with the June 2023 fire academy and late billings accrued back to fiscal year 2023-24.

Projected operating revenue for FY 2023-24 was increased by \$111,000 due to higher projected investment earnings of \$31,000 and workers' compensation insurance proceeds of \$71,000. (Note

that the workers' comp insurance proceeds represent partial reimbursement for the workers' compensation benefit costs but cover none of the associated "backfill" overtime costs.) General operating expenditures have been reduced by a net \$229,000 primarily achieved through several strategic measures. These include a significant decrease of \$361,000 in salaries and benefits. The Battalion Chief position has been deferred and offset current vacancies due to recruitment challenges in the firefighter rank with an additional \$260,000 allocated towards overtime to cover these vacancies and backfill for anticipated worker's compensation leave. Furthermore, we reallocated \$100,000 in capital-related expenditures to the Fleet, facilities & Equipment Fund and reduced \$25,000 from the projected cost of external fire plan reviews; As a result of these adjustments, the projected operating deficit decreased by \$340,000, from \$445,000 in the preliminary budget to \$105,000 in the final budget.

The Fire Mitigation Fee Fund (Fund 830) collects funds from new development to help defray capital costs associated with maintaining fire and life safety services as new development occurs within the District. Mitigation fees are dependent upon the level of development activity and can vary widely, as evidenced recently with no fees being collected in FY 2018-19 and \$561,00 collected in FY 2019-20; actual collections for 2022-23 were \$403,000. Mitigation fee revenue of \$239,000 was projected for FY 2023-24 based on a rolling average of the actual collections over the previous five-year period, with an additional \$200,000 related to development activity associated with the Watson Ranch project for a total projected fee revenue of \$439,000. As discussed below, transfers out for capital expenditures was increased by \$100,000.

Capital expenditures are accounted for in the Fleet, Facilities & Equipment Fund (FF&E Fund 860), which is funded primarily through transfers from the General Operations and Mitigation Fee Funds. The FF&E Fund also accounts for grant funded expenditures, proceeds from the sale of surplus assets, and any one-time funding sources. After adoption of the preliminary budget, the District was awarded several grants: a California Office of Traffic Safety (OTS) grant in the amount of \$100,000 for extrication equipment; and a grant in the amount of \$44,934 from the State of California Department of Parks and Recreation Division of Boating and Waterways for a patrol/rescue boat. In both cases, the District will need to fund the equipment purchase and then request reimbursement from the granting agency for the full amount of the purchase. The District is expected to utilize the remaining lease proceeds of \$125,000 for capital expenditures related to the new Type 1 engines.

As a result of the grants and other adjustments mentioned previously, FF&E Fund capital expenditures were increased by approximately \$189,000 from the preliminary budget amount, offset by grant revenue, lease proceeds and transfers.

The 2023-24 final budget projects ending operating reserves of \$5.3 million and ending capital reserves of \$1.5 million. The operating reserve amount is \$128,000 above the Board's policy of maintaining a contingency ("rainy day") reserve equal to 20% of the operating expenditures (\$1.5 million) and a minimum operating ("dry period," cash flow) reserve equal to 50% of general operating revenue (\$3.6 million). The reserve amounts are deemed adequate to deal with unforeseen emergencies and affords the ability to maintain current levels of emergency services (or

at least minimize any major disruption in emergency services) in the event of economic downturn.

FISCAL IMPACT

Adoption of the final budget sets appropriation limits for the upcoming fiscal year.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. [Resolution 2023_28 FD Final Budget](#)
2. [FY 2023-24 Draft Final Budget Workbook](#)
3. [FY 2023-24 Final Forecast](#)
4. [Final Budget Presentation FY 2023-24](#)

Resolution 2023-28

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT
ADOPTING THE FINAL OPERATING AND CAPITAL BUDGETS (“FINAL BUDGET”) FOR FISCAL
YEAR 2023-2024**

WHEREAS, on September 26, 2023, the Board of Directors of the American Canyon Fire Protection District (District) held a Public Hearing on the proposed FINAL BUDGET for FY 2023-2024; and

WHEREAS, it is the intent of the Board of Directors of the District to adopt the proposed FINAL BUDGET for FY 2023-2024; and

WHEREAS, the Health and Safety Code requires the Fire District to adopt a final budget prior to October 1 of each year,

NOW THEREFORE, BE IT FURTHER RESOLVED by the Board of Directors of the District that the Fiscal Year FY 2023-2024 FINAL BUDGET, as summarized in Attachment I, is hereby adopted for FY 2023-2024; and,

BE IT FURTHER RESOLVED that the amount encumbered on the books of the District for FY 2022-2023 shall be carried forward and that the Fire Chief, District Treasurer, or appropriate designees, are hereby authorized to take the necessary steps to carry forward encumbrances in the various funds of the District; and,

BE IT FURTHER RESOLVED that the District Board authorizes the Fire Chief to maintain District career firefighter staffing of twenty-six (26) career personnel; and,

BE IT FURTHER RESOLVED that any amendments to the FINAL BUDGET of the District for FY 2023-2024 shall only be made in accordance with the fiscal policy of the District; and,

BE IT FURTHER RESOLVED that the Fire Chief or his appropriate designee, is hereby authorized to approve payments for goods and services received by the District in accordance with the District’s approved budgets, programs, and policies.

APPROVED AND ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 26th day of September 2023 by the following:

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**

**Fire Chief's Final Budget
Document
Adopted 9/26/2023**

**Operating and Capital Budget
All Funds**

FISCAL YEAR 2023-2024



ONE TEAM, ONE MISSION

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.

Board of Directors

Leon Garcia, Chair

Pierre Washington, Vice-Chair

Mariam Aboudamous, Board Member

David Oro, Board Member

Mark Joseph, Board Member

The Role of the Board

The Board of Directors is the elected policymaking body for the American Canyon Fire Protection District. The Directors provide financial oversight and strategic policy direction to maximize the public value of District services.

Fire Chief/Treasurer

Geoff Belyea

The Role of the Chief

The Fire Chief is the Chief Executive Officer of the District. In collaboration with the Board of Directors and in partnership with all members of the organization, the Chief provides direction, protection and order to the District.

District Counsel

William D. Ross

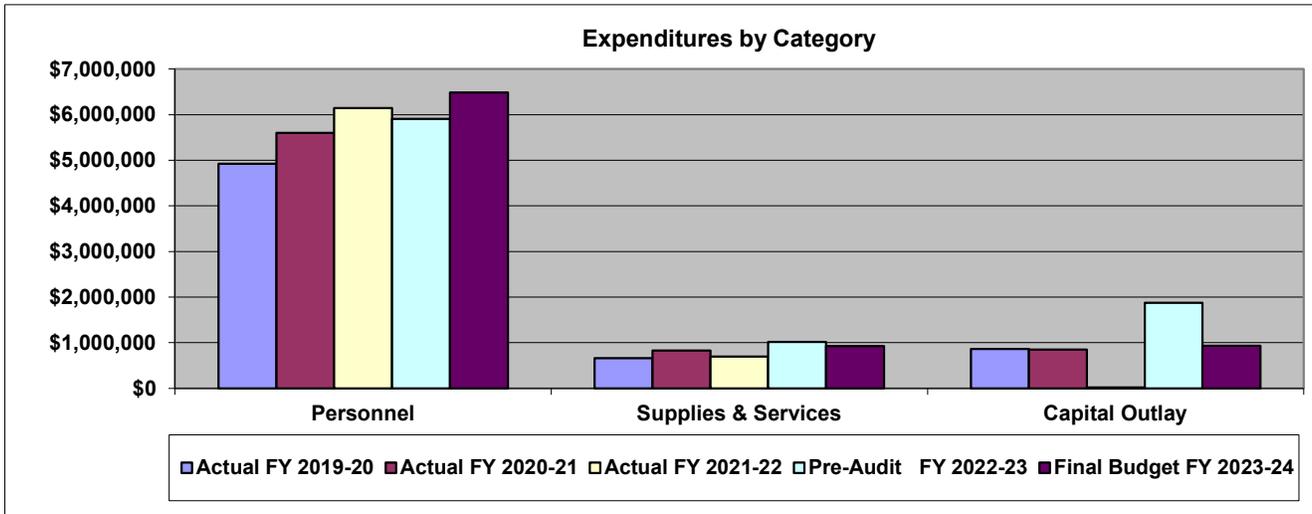
**American Canyon Fire Protection District
Financial Summary
Final Budget Year 2023-24**

	General Operations			Fire Mitigation Fee			Fleet, Facilities & Equipment Capital Fund		
	FY 2022-23		FY 2023-24	FY 2022-23		FY 2023-24	FY 2022-23		FY 2023-24
	<u>Projected</u>	<u>Pre-Audit</u>	<u>Budget</u>	<u>Budget</u>	<u>Pre-Audit</u>	<u>Budget</u>	<u>Budget</u>	<u>Pre-Audit</u>	<u>Budget</u>
Fund Balance - Beginning	\$5,484,409	\$5,484,409	\$5,369,730	\$992,569	\$992,569	\$1,419,736	\$227,858	\$227,858	\$258,047
Revenues and Transfers	6,847,331	6,984,734	7,308,539	452,514	427,168	462,778	2,070,423	1,910,394	721,602
Expenses and Transfers	6,850,665	7,099,414	7,413,617	-	-	400,000	2,146,630	1,880,204	935,801
Rev Over (Under) Exp	(3,334)	(114,680)	(105,078)	452,514	427,168	62,778	(76,207)	30,190	(214,199)
Fund Balance - Ending	\$5,481,075	\$5,369,730	\$5,264,651	\$1,445,083	\$1,419,736	\$1,482,514	\$151,651	\$258,047	\$43,848

Fire District Fund Summary*

*Excludes interfund transfers

	Actual FY 2019-20	Actual FY 2020-21	Actual FY 2021-22	Pre-Audit FY 2022-23	Final Budget FY 2023-24
Expenditures					
Personnel	\$ 4,926,463	\$ 5,598,629	\$ 6,139,351	\$ 5,904,924	\$ 6,487,417
Supplies & Services	663,093	825,895	699,322	1,015,382	926,200
Capital Outlay/Lease Payments	860,967	849,964	13,827	1,880,204	935,801
Total for Department	\$ 6,450,523	\$ 7,274,488	\$ 6,852,499	\$ 8,800,510	\$ 8,349,418
Revenues / Funding Sources					
Property Taxes	\$ 4,640,738	\$ 4,763,342	\$ 5,125,895	\$ 5,644,418	\$ 5,967,399
Fire Assessment Fee	658,922	669,664	696,626	759,922	763,647
Fire Mitigation Fee	560,748	192,026	116,922	402,977	439,000
Interest Earnings	136,699	26,951	(64,417)	129,365	135,278
State/Fed Revenue	131,708	817,689	480,650	-	144,934
Other	462,365	488,182	475,695	2,206,506	642,660
(Increase) Decrease Reserve Funds	(140,657)	316,634	21,129	(342,678)	256,499
Total Department Funding Sources	\$ 6,450,523	\$ 7,274,488	\$ 6,852,499	\$ 8,800,510	\$ 8,349,418



General Operations Fund #810

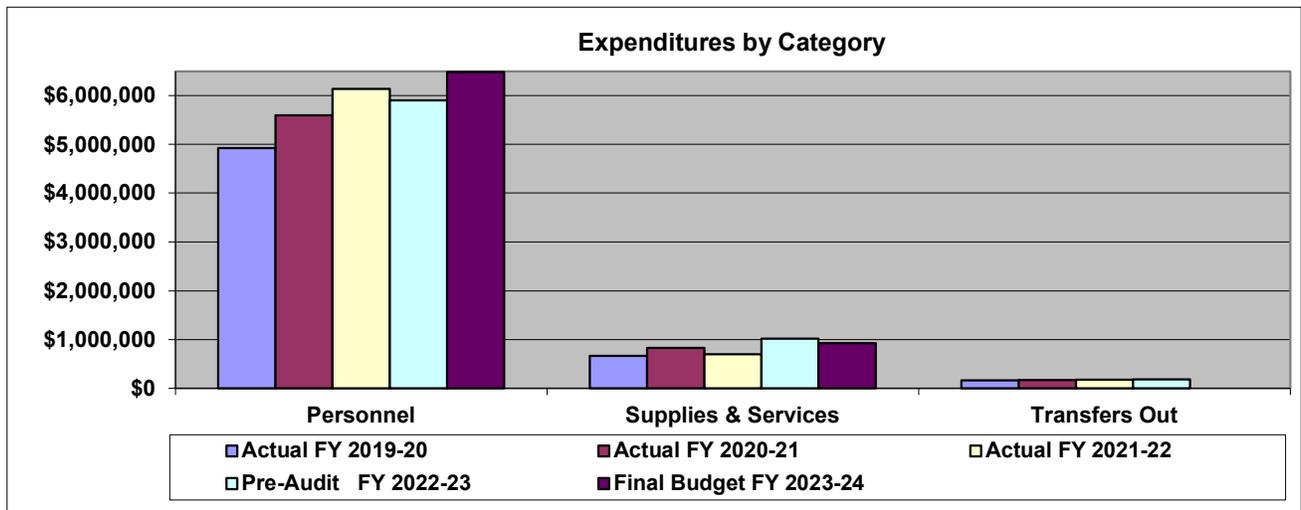
Mission: To provide reliable and progressive emergency response while seeking opportunities to make a positive difference in the lives of the people and the community we serve.

	Actual FY 2019-20	Actual FY 2020-21	Actual FY 2021-22	Pre-Audit FY 2022-23	Final Budget FY 2023-24
Expenditures					
Personnel	\$ 4,926,463	\$ 5,598,629	\$ 6,139,351	\$ 5,904,924	\$ 6,487,417
Supplies & Services	663,093	825,895	699,322	1,015,382	926,200
Capital Outlay	-	-	-	-	-
Transfers Out	163,909	168,826	173,891	179,108	-
Debt Service	-	-	-	-	-
Total Operational Expenditures	\$ 5,753,465	\$ 6,593,350	\$ 7,012,563	\$ 7,099,414	\$ 7,413,617

Revenues / Funding Sources

Property Taxes	\$ 4,640,738	\$ 4,763,342	\$ 5,125,895	\$ 5,644,418	\$ 5,967,399
Fire Assessment Fee	658,922	669,664	696,626	759,922	763,647
Interest Earnings	117,703	12,354	(68,275)	98,720	110,000
State OES Reimbursement	131,708	817,689	480,650	-	-
Other	312,365	434,582	425,695	481,674	467,492
(Increase) Decrease Reserve Funds	(107,971)	(104,281)	351,973	114,680	105,078
Total Operational Funding Sources	\$ 5,753,465	\$ 6,593,350	\$ 7,012,563	\$ 7,099,414	\$ 7,413,617

Division Staffing	Final Budget FY 2022-23	Final Budget FY 2023-24	Comments
Full Time Equivalent Positions			
Fire Chief	1.0	1.0	
Assistant Chief	1.0	1.0	
Battalian Chief	2.0	3.0	
Fire Captain	6.0	6.0	
Firefighters	15.0	15.0	
Administrative Assistant	2.0	2.0	
Total Full Time Equivalents	27.0	28.0	



Fire Mitigation Fund #830

Mission: To account the collection and use of development fees for Fire District infrastructure needs.

	Actual FY 2019-20	Actual FY 2020-21	Actual FY 2021-22	Pre-Audit FY 2022-23	Final Budget FY 2023-24
Expenditures					
Transfers Out	\$ 500,000	\$ 250,000	\$ -	\$ -	\$ 400,000
Supplies & Services	-	-	-	-	-
Total Department Expenditures	\$ 500,000	\$ 250,000	\$ -	\$ -	\$ 400,000

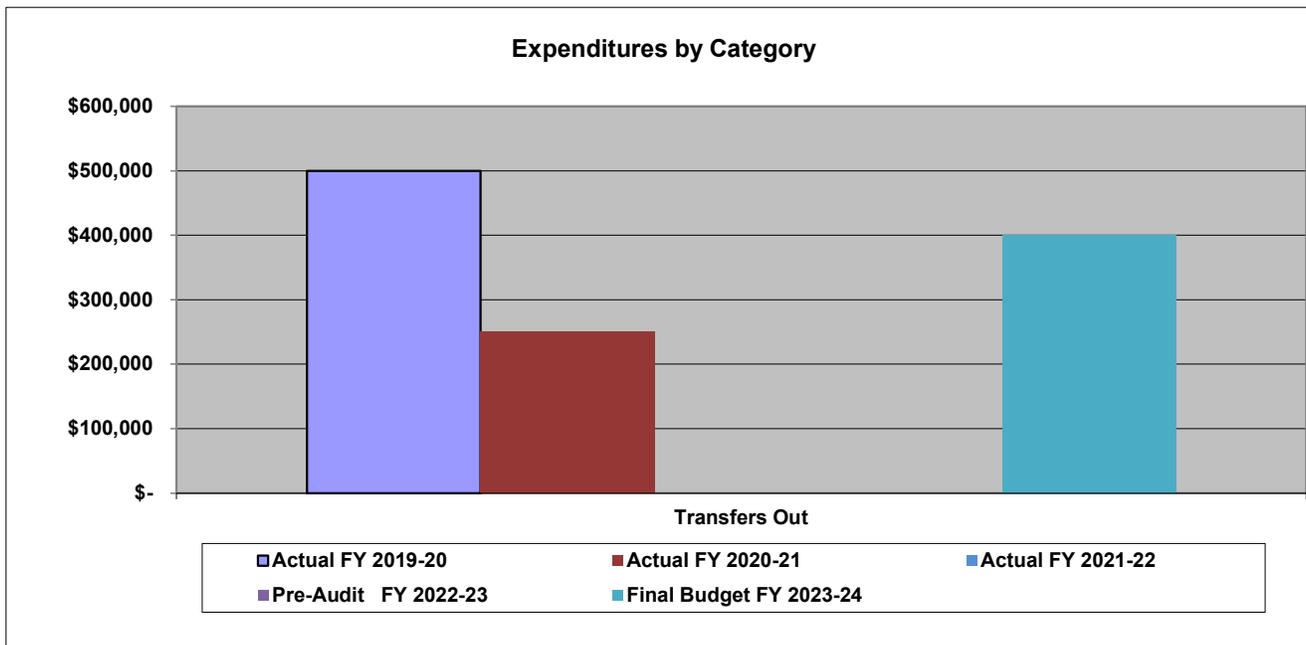
Revenues / Funding Sources

Fire Mitigation Fee	\$ 560,748	\$ 192,026	\$ 116,922	\$ 402,977	\$ 439,000
Interest Earnings	18,478	10,000	3,420	24,190	23,778
(Increase) Decrease Reserve Funds	(79,226)	47,974	-	-	(62,778)
Total Department Funding Sources	\$ 500,000	\$ 250,000	\$ 120,342	\$ 427,168	\$ 400,000

Staffing

Comments

No Staff are charged to the Fire Mitigation Fund



Fleet, Facilities & Equipment Capital Fund #860

Mission: To account for the accumulation of funds used to pay for capital acquisition/replacement.

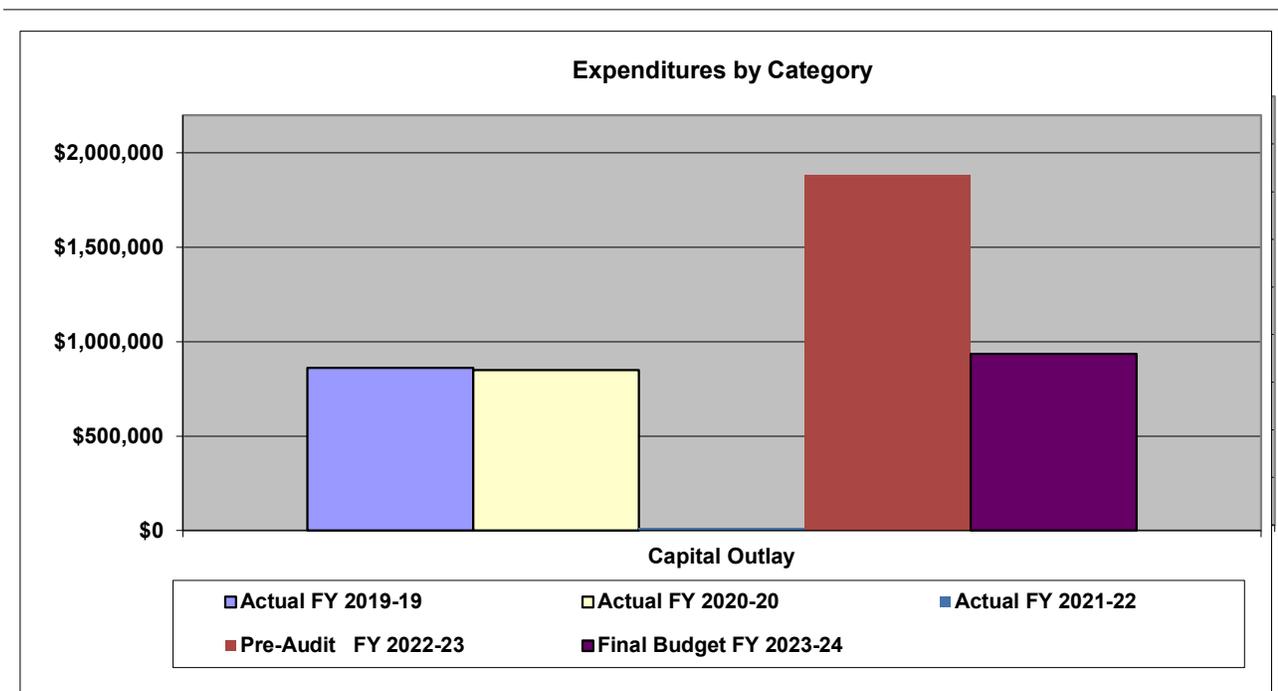
	Actual FY 2019-19	Actual FY 2020-20	Actual FY 2021-22	Pre-Audit FY 2022-23	Final Budget FY 2023-24
Expenditures					
Type 1 Engines	697,204	\$ -	\$ -	\$ 1,674,832	\$ 125,168
Rescue Boat	-	-	-	-	44,934
Facilities	71,080	571,400	-	15,394	130,000
Equipment	92,684	278,564	13,827	20,928	290,000
Enterprise Lease	-	-	-	32,561	64,615
Equipment Lease Financing	-	-	-	136,490	281,084
Total Department Expenditures	\$ 860,967	\$ 849,964	\$ 13,827	\$ 1,880,204	\$ 935,801

Revenues / Funding Sources					
General Operations Transfer	\$ 163,909	\$ 168,825	\$ 173,891	\$ 179,108	\$ -
Fire Mitigation Fee Transfer	500,000	250,000	-	-	400,000
Lease Proceeds	-	-	-	1,674,832	125,168
Grant Funds		189,000			144,934
Other	150,000	53,600	50,000	50,000	50,000
Interest Earnings	518	4,597	439	6,454	1,500
(Increase) Decrease Reserve Funds	46,541	372,942	(210,503)	(30,190)	214,199
Total Department Funding Sources	\$ 860,967	\$ 1,038,964	\$ 13,827	\$ 1,880,204	\$ 935,801

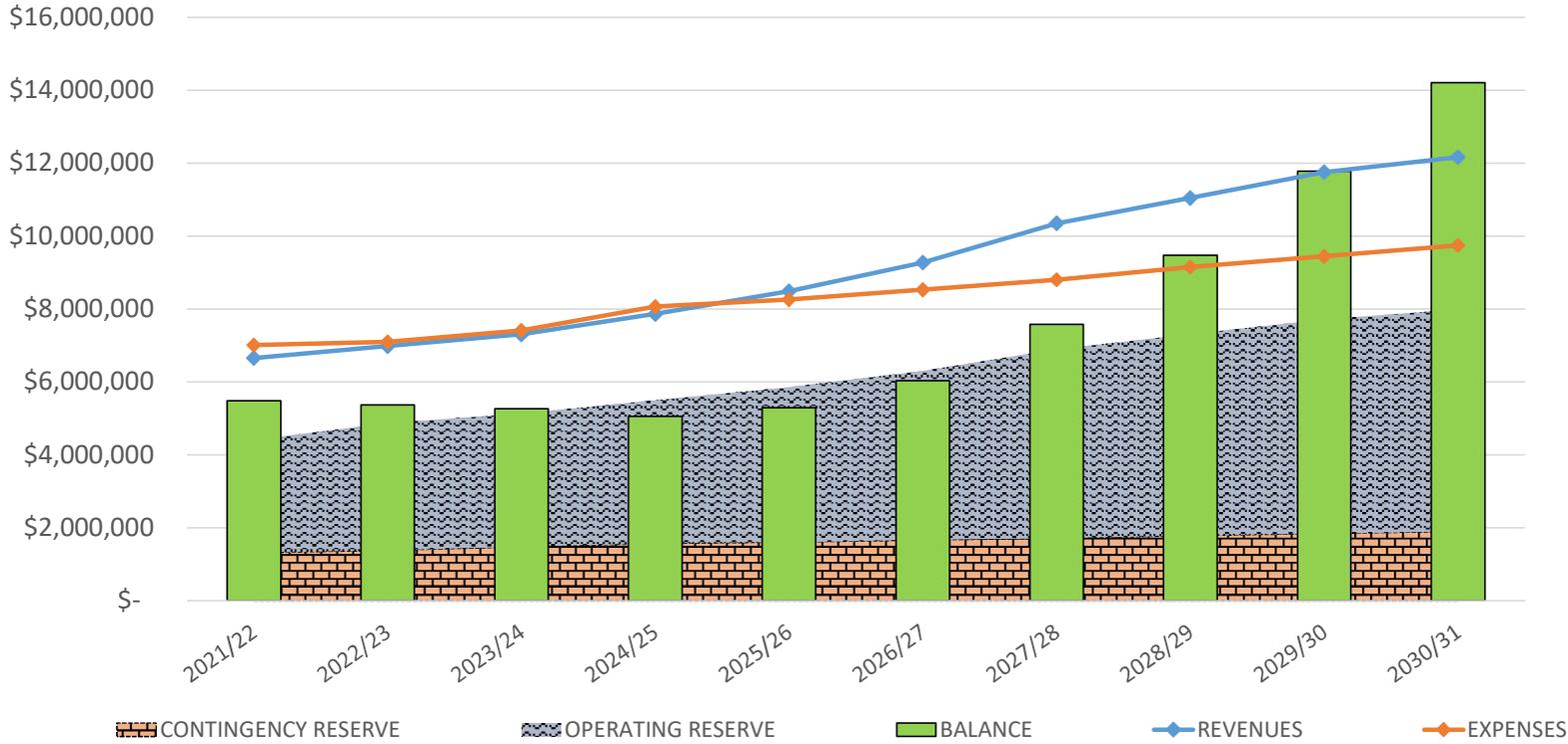
Staffing

Comments

No Staff are charged to the Fleet, Facilities & Equipment Capital Fund



General Operating Fund - Financial Forecast



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

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

		<i>Audited</i>	<i>Pre-Audit</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>
		<i>2021/22</i>	<i>2022/23</i>	<i>2023/24</i>	<i>2024/25</i>	<i>2025/26</i>	<i>2026/27</i>	<i>2027/28</i>	<i>2028/29</i>	<i>2030/31</i>	<i>2029/31</i>
	Beginning balance	5,836,383	5,484,409	5,369,729	5,264,651	5,062,615	5,290,553	6,037,677	7,582,768	9,473,952	11,785,233
Revenue:	(% Change in Prop Tax)	7.25%	10.12%	5.72%	10.16%	9.02%	10.27%	12.90%	7.40%	7.11%	3.72%
	Property tax	5,125,895	5,644,418	5,967,399	6,573,610	7,166,359	7,902,675	8,922,303	9,582,732	10,264,307	10,645,713
	Fire assessment fee	696,626	759,922	763,647	774,984	799,841	836,178	882,038	903,675	921,748	940,183
	Other service chgs	282,704	295,010	285,680	291,393	297,221	303,166	309,229	315,414	321,722	328,156
	Strike team reimbursement	480,650	-	-	-	-	-	-	-	-	-
	Interest earnings	(68,275)	98,720	110,000	112,750	115,569	118,458	121,419	124,455	127,566	130,755
	AMR contract	26,000	68,750	70,813	72,229	73,673	75,147	76,650	78,183	79,746	81,341
	Other/misc	116,991	117,914	111,000	41,410	41,824	42,242	42,665	43,091	43,522	43,958
	Ongoing revenue	6,660,590	6,984,734	7,308,539	7,866,376	8,494,488	9,277,866	10,354,304	11,047,550	11,758,612	12,170,107
Expenses:	(% Change in Salary & Benefits)	13.41%	-0.04%	9.86%	5.68%	2.58%	3.45%	3.53%	4.31%	3.41%	3.43%
	Salaries	2,639,827	2,766,304	3,112,010	3,591,917	3,735,594	3,885,018	4,040,418	4,202,035	4,370,116	4,544,921
	Regular Overtime	781,933	755,205	614,000	327,796	340,908	354,544	368,726	383,475	398,814	414,766
	OES (Strike-team) Overtime	232,354	-	-	-	-	-	-	-	-	-
	Reserve Firefighter	12,968	13,500	15,000	18,000	20,000	20,000	20,000	20,000	20,000	20,000
	Pension	1,019,573	1,106,862	1,208,763	1,277,458	1,275,909	1,275,545	1,264,207	1,312,935	1,341,772	1,371,763
	Pension cost share	(64,446)	(65,000)	(51,366)	(62,742)	(65,238)	(67,834)	(70,533)	(73,355)	(76,289)	(79,340)
	Active medical	359,055	343,505	508,961	592,522	610,298	628,607	647,465	666,889	686,896	707,503
	Retiree medical	227,983	288,852	332,324	342,294	325,886	335,662	345,732	356,104	366,787	377,791
	OPEB trust contribution	303,680	-	16,771	16,855	16,939	50,000	100,000	150,000	150,000	150,000
	Workers' Compensation	327,835	407,160	410,000	422,300	434,969	448,018	461,459	475,302	494,314	514,087
	Medicare/FICA	51,828	51,739	54,535	57,097	59,399	61,764	64,223	66,780	69,439	72,205
	Unemployment	-	253	-	-	-	-	-	-	-	-
	Sal & Ben (acct # 5139)	162,614	148,413	155,834	160,509	165,324	170,284	175,392	180,654	186,073	191,656
	Other wages & benefits	84,146	88,133	110,584	111,690	112,807	113,935	115,075	116,225	117,388	118,561
	Personnel costs	6,139,351	5,904,924	6,487,417	6,855,697	7,032,794	7,275,543	7,532,163	7,857,045	8,125,312	8,403,914
	Services & supplies	699,322	1,015,382	926,200	1,022,700	1,038,041	1,053,611	1,069,415	1,085,457	1,101,738	1,118,264
	Capital contribution	173,891	179,108	-	190,016	195,716	201,587	207,635	213,864	220,280	226,888
	Ongoing expenses	7,012,563	7,099,414	7,413,617	8,068,412	8,266,551	8,530,741	8,809,213	9,156,366	9,447,331	9,749,067
	Rev over (under) expenses	(351,974)	(114,680)	(105,078)	(202,036)	227,937	747,125	1,545,091	1,891,184	2,311,281	2,421,040
	Ending balance	5,484,409	5,369,729	5,264,651	5,062,615	5,290,553	6,037,677	7,582,768	9,473,952	11,785,233	14,206,273
	Operating reserve	3,089,970	3,492,367	3,654,269	3,933,188	4,247,244	4,638,933	5,177,152	5,523,775	5,879,306	6,085,053
	Contingency reserve	1,321,264	1,384,061	1,482,723	1,575,679	1,614,167	1,665,831	1,720,316	1,788,500	1,845,410	1,904,436
	Reserve requirement	4,411,234	4,876,428	5,136,993	5,508,868	5,861,411	6,304,764	6,897,468	7,312,275	7,724,716	7,989,489
	Over(under) reserve requirement	1,073,176	493,301	127,659	(446,252)	(570,859)	(267,086)	685,300	2,161,675	4,060,516	6,216,783

American Canyon Fire Protection District

September 26, 2023 Board Meeting



- FY 2023-24 Final Budget Presentation
- Updated Financial Forecast
- Public hearing & adoption the Final Budget

American Canyon Fire Protection District Final Budget Presentation



Final Operating and Capital Budgets
Fiscal Year 2023-2024
Proposed for Adoption
September 26, 2023

Financial Summary

General Operations Fund			
	<u>2022-23</u>		<u>2023-24</u>
	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
Beginning Balance	\$5,484,409	\$5,484,409	\$5,369,730
Revenue & Trans	6,847,331	6,984,734	7,308,539
Expenditures & Trans	6,850,665	7,099,414	7,413,617
Over (Under)	<u>(3,334)</u>	<u>(114,680)</u>	<u>(105,078)</u>
Ending Balance	\$5,481,075	\$5,369,730	\$5,264,651

Financial Summary

Fire Mitigation Fee Fund			
	<u>2022-23</u>		<u>2023-24</u>
	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
Beginning Balance	\$992,569	\$992,569	\$1,419,736
Revenue & Trans	452,514	427,168	462,778
Expenditures & Trans	-	-	400,000
Over (Under)	<u>452,514</u>	<u>427,168</u>	<u>62,778</u>
Ending Balance	\$1,445,083	\$1,419,736	\$1,482,514

Financial Summary

Fleet, Facilities & Equipment Fund			
	<u>2022-23</u>		<u>2023-24</u>
	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
Beginning Balance	\$227,858	\$227,858	\$258,047
Revenue & Trans	2,070,423	1,910,394	721,602
Expenditures & Trans	2,146,630	1,880,204	935,801
Over (Under)	<u>(76,207)</u>	<u>30,190</u>	<u>(214,199)</u>
Ending Balance	\$151,651	\$258,047	\$43,848

FY 2023-24 Revenue

Description	Preliminary Budget	Final Budget
Property Tax	\$5,958,179	\$5,967,399
Fire Assessment Fee	763,647	763,647
Service Charges	305,680	305,680
Interest Earnings	79,000	110,000
AMR Contract	70,813	70,813
Other	<u>20,000</u>	<u>91,000</u>
Total - General Fund	\$7,197,319	\$7,308,539

FY 2023-24 Revenue

Description	Preliminary Budget	Final Budget
Fire Mitigation Fee	\$446,952	\$439,000
Interest Earnings	<u>11,568</u>	<u>23,778</u>
Fire Mitigation Fee	\$458,520	\$462,778

FY 2023-24 Revenue

Description	Preliminary Budget	Final Budget
Interest Earnings	\$1,500	\$1,500
Other Miscellaneous	50,000	50,000
Lease Proceeds	-	125,168
Grant Proceeds	-	144,934
Trans-Fire Mitigation	300,000	400,000
Trans-Fire Operations	-	-
FF&E Capital Fund	\$351,500	\$721,602

FY 2023-24 Expenditures

Description	Preliminary Budget Request	Final Budget Request
Personnel	\$6,584,426	\$6,487,417
Supplies & Services	1,058,100	926,200
Capital Transfer	-	-
Total - General Fund	\$7,642,526	\$7,413,617

FY 2023-24 Expenditures

Description	Preliminary Budget Request	Final Budget Request
Services	\$0	\$0
Transfer to FF&E	<u>300,000</u>	<u>400,000</u>
Fire Mitigation Fee	\$300,000	\$400,000

FY 2023-24 Expenditures

Description	Preliminary Budget Request	Final Budget Request
Fleet	\$130,000	\$125,168
Facilities	190,668	130,000
Equipment	80,000	334,934
Lease Pymt - Engines	281,084	281,084
Lease Pymt - Vehicles	<u>64,615</u>	<u>64,615</u>
FF&E Capital Fund	\$746,367	\$935,801

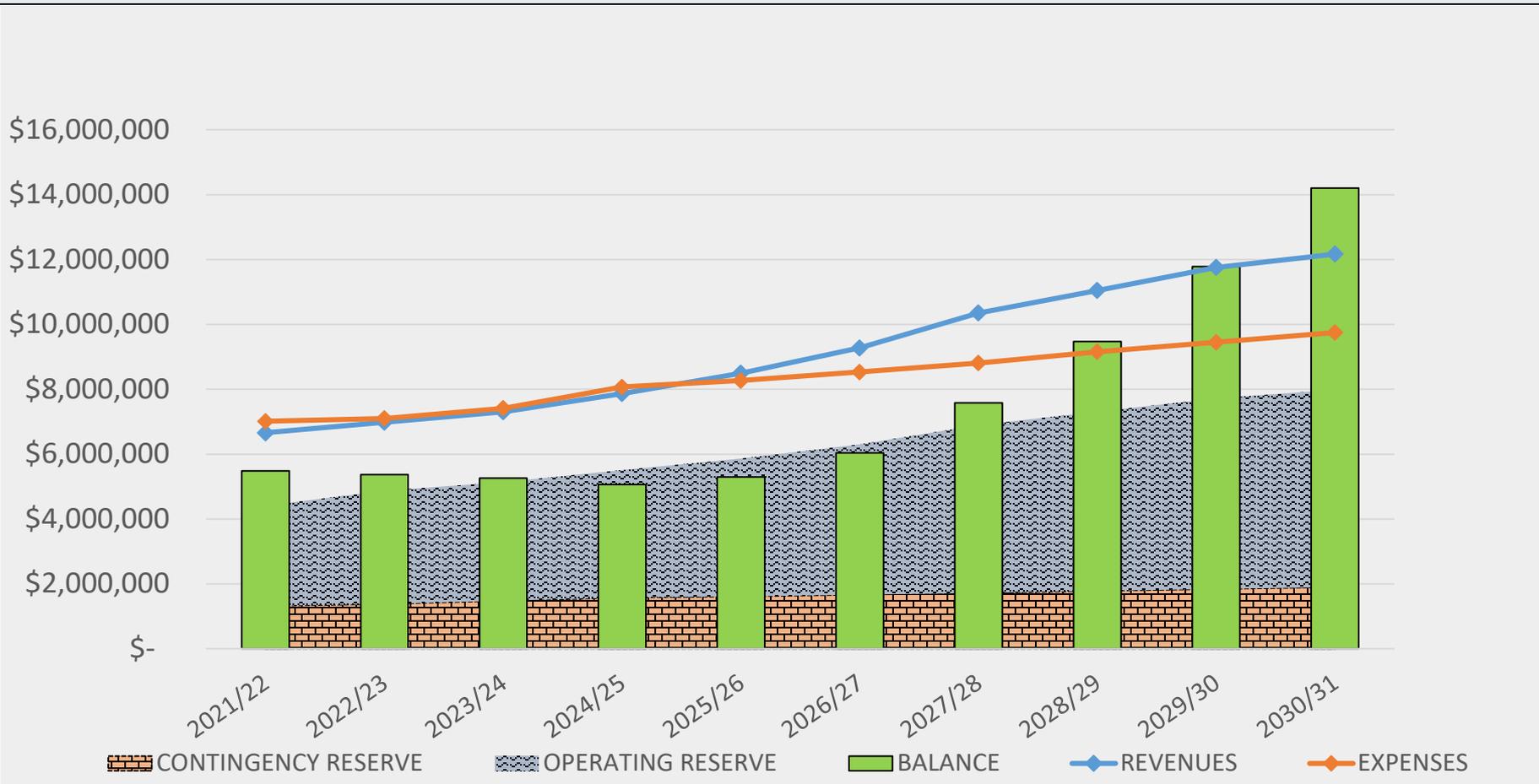
General Fund Reserve Policy

FINAL BUDGET 2023-2024

- ❑ Minimum Operating Reserve = 50% GF Revenues
- ❑ Contingency Reserve = 20% GF Expenditures

Final Budget ending balance		\$5,264,651
Operating reserve	3,654,269	
Contingency reserve	<u>1,482,723</u>	
		<u>(5,136,992)</u>
Amount over reserve policy		<u><u>\$127,659</u></u>

American Canyon Fire Protection District General Fund Financial Forecast



(1) Operating Reserve = 50% of Ongoing General Fund Revenues

American Canyon Fire Protection District



Questions?

Final Budget Recommendation



- Conduct a public hearing pursuant to California H&S Code (Sections 13890-13906)
- Entertain any questions/discussions from the public or the Board of Directors
- Adopt the final operating and capital budgets for the American Canyon Fire Protection District for FY 2023-24