



AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD MEETING

AGENDA

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

November 28, 2023

6:30 PM

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

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

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

PUBLIC PARTICIPATION

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

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

Oral comments, during the meeting: A Zoom Meeting has been established for public participation during the meeting related to a specific agenda item, or matters not on the agenda. To give your public comment via Zoom, connect via the Zoom link below and use the "raise your hand" tool or call into the zoom meeting at 1-669-444-9171. 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).
One Matter; and**
- 2. Conference with Legal Counsel -Existing Litigation.
Pursuant to Government Code Section 54956.9 (d)(1).
Denise Lynn Sanchez v Elton Weeks, Napa County
Superior Court Case No. 21CV000455; and**
- 3. Labor Negotiations.
Pursuant to Government Code Section 54956.7 (a)
Designation of District Labor Negotiation Representative.**

PUBLIC ADDRESS-CLOSED SESSION ITEMS

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

PROCLAMATIONS AND PRESENTATIONS

None.

PUBLIC COMMENT

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

AGENDA CHANGES

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

CONSENT CALENDAR

4. **Minutes of the Fire District Board Meeting of October 24, 2023.**
5. **Report Upon Return from Closed Session: October 24, 2023 .**
6. **Employer's contribution under Public Employees' Medical and Hospital Care Act (PEMHCA) for FY 2023-2024.**
Recommendation: Adopt a Resolution fixing the Employer's contribution under Public Employees' Medical and Hospital Care Act (PEMHCA) for FY 2023-2024.
7. **Memorandum of Understanding for Regional Grant Applications from Multiple Government Agencies.**
Recommendation: Adopt Resolution 2023-35 authorizing the Memorandum of Understanding for Regional Grant Applications from Multiple Government Agencies.

PUBLIC HEARINGS

None.

BUSINESS

8. **Establish the American Canyon Fire Protection District Board Meeting Dates for the Calendar Year 2024.**
Recommendation: Approve Resolution 2023-36 regarding proposed calendar of the American Canyon Fire Protection District Board of Directors meeting dates for the calendar year 2024.
9. **Policy and Procedure Updates.**
Recommendation: Receive and File the American Canyon Fire Protection District's Overview

of the Policy and Procedure Updates.

FIRE CHIEF ORAL REPORT

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

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

ADJOURNMENT

CERTIFICATION

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

Geoff Belyea, Fire District Chief

American Canyon Fire Protection District
Board Meeting
ACTION MINUTES
October 24, 2023

6:30 P.M. OPEN SESSION

CALL TO ORDER

Chair Garcia called the Meeting to Order at 6:33 p.m.

PLEDGE OF ALLEGIANCE

Chair Garcia led the Pledge of Allegiance

ROLL CALL

Present: Board Members Mariam Aboudamous, Mark Joseph, David Oro, , and Chair Leon Garcia

Absent: None

Excused: Vice-Chair Pierre Washington

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 5:31 p.m. After ascertaining that there were no public comments on the matters agendized for Closed Session and adjourned at 5:31 p.m. to address Closed Session Item. Closed Session was concluded at 6:30 p.m. With respect to the matters considered there will be a written report upon return from Closed Session consistent with the provisions of Government Code Section 54957.1(b).

PROCLAMATIONS AND PRESENTATIONS

None

PUBLIC COMMENT

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

AGENDA CHANGES

There were no agenda changes.

CONSENT CALENDAR

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

Ayes: Board Members Mariam Aboudamous, Mark Joseph, David Oro, and Chair Garcia

Nays: None

Abstain: None

Absent: None

Excused: Vice-Chair Pierre Washington

3. [Minutes of Fire District Board Meeting of September 26, 2023.](#)

Action: Approved the Minutes of the Fire District Board Meeting of September 26, 2023.

4. **Report Upon Return from Closed Session: September 26, 2023.**
Action: Approved the Report Upon Return from Closed Session September 26, 2023.
5. **Accept the Firehouse Subs Public Safety Foundation, Inc. grant award in the amount of \$32,816.83 and approve the purchase of nine sets of Lion Bunker Gear.**
Action: Adopted Resolution 2023-29 authorizing the Fire Chief to accept a grant award in the amount of \$32,816.83 from the Firehouse Subs Public Safety Foundation, Inc. for Personal Protective Gear and approve the purchase of nine sets of Lion Bunker Gear.
6. **Authorizing the purchase of Holmatro Extrication Equipment.**
Action: Adopted Resolution 2023-31 authorizing the Fire Chief to purchase Holmatro Extrication Equipment from Western Extrication Specialist, Inc. in the amount of \$99,900.
7. **Authorizing the surplus and disposal of 2002 Zodiac watercraft, 2006 trailer, 2007 Ford F-150, 2011 Ford F-150, and 2016 Ford F-150.**
Action: Adopted Resolution 2023-30, officially designating the following assets as surplus and authorizing their disposition through methods such as sale, public auction, donation, or responsible disposal: 2002 Zodiac watercraft, 2006 trailer, 2007 Ford F-150, 2011 Ford F-150, and 2016 Ford F-150.
8. **Authorizing the purchase of a 2023 AB 145 Shallow Water Aluminum Rigid Inflatable Boat and Trailer.**
Action: Adopted Resolution 2023-32 authorizing the Fire Chief to purchase a 2023 AB A145 Shallow Water Aluminum Rigid Inflatable Boat and trailer from AB Profile, First Responder Boats, LLC.
9. **Authorizing execution of the Cooperative Joint Powers Dispatching Services Agreement between the City of Napa and the American Canyon Fire Protection District for dispatching services.**
Action: Adopted Resolution 2023-33 authorizing execution of the Cooperative Joint Powers Dispatching Services Agreement between the City of Napa and the American Canyon Fire Protection District for the administration and operation of centralized emergency response dispatching services.

PUBLIC HEARINGS

None

BUSINESS

None

FIRE CHIEF ORAL REPORT

Chief Belyea delivered an update to the Board of Directors, highlighting unanimously approved items on the Consent Calendar. These approvals mainly revolved around the successful submission of grants the District has diligently pursued. The three grants listed on the consent calendar translate to a substantial value of approximately \$170,000 - \$180,000, earmarked for essential equipment and materials. Noteworthy is the fact that these grants are fully reimbursable, with no cost-sharing involved, ensuring the Fire District receives these items at no expense.

Among the crucial items secured through these grants are Personal Protective Equipment, Extrication Equipment (commonly known as the "Jaws of Life"), and a new watercraft. The objective is to equip the District with top-tier firefighting equipment, ensuring optimal response when the community relies on our services. Chief Belyea expressed gratitude towards Captain Abalos and Battalion Chief Prettyman for their involvement in specifying the equipment, as well as the crew members who actively participated in the demonstration of the extrication equipment.

In addition to the grant updates, Chief Belyea informed the Board that the District successfully secured a five-year Dispatch Agreement. Earlier this month, a well-attended Open House was hosted at the Public Safety Facility, featuring a "Quiet Hour" and a well-received extrication demonstration.

The District remains proactive in recruitment efforts and will soon schedule interviews to bring staffing levels back to full capacity. These initiatives collectively contribute to ensuring the District is well-equipped, efficiently managed, and ready to respond effectively to the needs of the community.

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

ADJOURNMENT

Meeting was adjourned at 6:44 p.m.

CERTIFICATION

Geoff Belyea,
District Fire Chief/District Clerk

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

Law Offices of
William D. Ross
400 Lambert Avenue
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File No: 199/3

October 27, 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 Meeting of the American Canyon Fire Protection District Board of Directors; October 24, 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 October 24, 2023 Regular Meeting, consistent with Government Code Section 54957.1.

After convening in Open Session at 5:31 p.m. (with Vice Chair Washington absent) and ascertaining that there were no public comments on Closed Session matters, the Board then adjourned to Closed Session at 5:31 p.m. to address the matters agendaized for Closed Session consideration.

There were two matters agendaized for District Closed Session consideration.

1. Conference with Legal Counsel – Anticipated Litigation
Pursuant to Government Code Section 54956.9(d)(2)
Two Matters; and,
2. Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1)
Matter: *Denise Lynn Sanchez v. Glen Elton Weeks et al*, Napa County Superior Court Case No. 21CV000455.

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

The Honorable Leon Garcia, Chair
and Members of the Fire District Board of Directors
October 27, 2023
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With respect to the second matter considered under District Closed Session Agenda Item No. 1., there was direction to District Staff and Counsel (4-0) to indicate to County of Napa (“County”) representatives that the District would proceed with the Property Tax Allocation Agreement for the Green Island Properties Annexation which contained the language to agree to negotiate a subsequent property tax agreement if the affected territory was the subject of an annexation to the City of American Canyon. Except as indicated, there was no other reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956(d)(2).

With respect to District Closed Session Agenda Item No. 2., with the exception of indicating the status of the litigation, including mediation of the matter before former retired County Superior Court Judge Snowden, there was no other 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 6:30 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

Employer's contribution under Public Employees' Medical and Hospital Care Act (PEMHCA) for FY 2023-2024.

RECOMMENDATION

Adopt a Resolution fixing the Employer's contribution under Public Employees' Medical and Hospital Care Act (PEMHCA) for FY 2023-2024.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

FISCAL IMPACT

The District provides employee health benefits pursuant to the PEMHCA program, which is administered by CalPERS. Public agencies contract with CalPERS by filing a resolution with the Board electing to be subject to PEMHCA. This action signifies the contracting agency's agreement to comply with the terms, conditions, and definitions of PEMHCA, including:

- Coverage of annuitants (retirees);
- An equal contribution for active employees and annuitants;
- An administrative fee of up to 2 percent of total premium; and
- Collection of the employees' share of health plan premiums.

Since a key PEMHCA provision is the equal contribution for annuitants and active employees, the employer is required to annually establish the exact dollar amount of the health care benefit approved by the Board via a resolution using the format designated by CalPERS.

As per Article 17, Health and Welfare, of the MOU labor agreement, the District's monthly contributions toward the premium cost of health insurance for employees, their spouses, and minor children have been subject to specific calculations outlined in the MOU. According to the MOU, the contribution amount is determined based on 95% of the CalPERS 2021 Health Premium-Regional

rates for Kaiser at each benefit level (family, two-party, single) or reflects an increase of 10% over the January 2020 District contributions, whichever is less.

In light of the recent Kaiser Health premium increases for 2024, (12%) exceeding the 10% limit established in the MOU, the District, in collaboration with IAFF Local 1186, convened to clarify and update the language in the MOU. Consequently, an MOU Procedural Agreement has been created to address this matter.

The amended agreement stipulates that the 2024 District contribution towards the premium cost of health insurance shall be 95% of the 2024 Regional rate for Kaiser at each benefit level. However, this contribution shall not exceed the 2023 contribution amount plus 10%. As a result, the revised contribution amounts by the District are as follows:

- Single: \$954.80
- Two-Party: \$1,909.72
- Family: \$2,482.62

The District's monthly contribution toward the premium cost of health insurance for the "Miscellaneous Medical Group" shall be calculated at 90% of the CalPERS 2024 Health Premiums for Kaiser Permanente Region 1 (Family, Two Party, Single). The employer contribution rate for the "Miscellaneous Medical Group" for 2024 is calculated at 90% of the premium amount Kaiser Bay Area Region 1 in Attachment 2.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

Not applicable.

ATTACHMENTS:

- [1. Resolution 2023-34](#)
- [2. Attachment 2_2024 Health Care Rates](#)
- [3. AmCan Health side letter 110423.pdf](#)

RESOLUTION NO. 2023-34
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

WHEREAS, (1) American Canyon Fire Protection District is a contracting agency under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act (the “Act”); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health Contribution		
	Self	Self+1	Self+ Family
001 Safety	\$954.86	\$1,909.72	\$2,482.62
002 Miscellaneous	\$919.27	\$1,838.54	\$2,390.10

plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) American Canyon Fire Protection District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of American Canyon Fire Protection District shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that American Canyon Fire Protection District would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and

direct, Position Title or Name of Person to file with the Board a verified copy of this resolution, and to perform on behalf of American Canyon Fire Protection District all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on January 1, 2024.

Adopted at a Regular meeting of the American Canyon Fire Protection Board of Directors at American Canyon, this 28th day of November, 2023.

Signed: _____
Leon Garcia, Chairman of the Board

Attest: _____
Geoff Belyea, District Chief/District Clerk

Attachment 2

2024 Health Care Rates

Kaiser Rates	Self	Self+1	Self+ Family
	\$ 1,022.41	\$ 2,042.82	\$ 2,655.67

Medical Group	Monthly Employer Health Contribution		
	Self	Self+1	Self+ Family
001 Safety	\$ 954.86	\$ 1,909.72	\$ 2,482.62
002 Miscellaneous	\$ 919.27	\$ 1,838.54	\$2,390.10

American Canyon Fire Protection District and IAFF Local 1186

MOU PROCEDURAL AGREEMENT

PARTIES: American Canyon Fire Protection District ("District") and International Association of Fire Fighters Local 1186 ("Association")

SUBJECT: Implementation of 2021-2024 MOU, Article 17. Health and Welfare:

ARTICLE 17. HEALTH AND WELFARE

District monthly contributions towards the premium cost of health insurance for the employee, their spouse and minor children shall be:

Effective January 1, 2021 the District contribution towards the premium cost of health insurance shall be calculated at 95% of the CalPERS 2021 Health Premium – Regional rates for Kaiser at each benefit level (Family, Two-Party, Single), or reflect an increase of 10% over the January 2020 District contributions, whichever is less. In no event will the premium increase exceed 10% of the 2020 contribution.

...

BACK-GROUND: The Parties wish to clarify their understanding of how the above contract language should be implemented for the 2024 Plan Year and to confirm their intentions for determining the Employer and Employee contribution amounts for health insurance premiums in Plan Year 2024, only.

PREMIUM CONTRIBUTION AMOUNTS:

The 2024 District contribution amount towards the premium cost of health insurance shall be 95% of the 2024 Regional rate for Kaiser at each benefit level but not more than the 2023 contribution amount plus 10%, therefore the contribution amount by the District will be as follows:

SINGLE	2-PARTY	FAMILY
\$954.86	\$1,909.72	\$2,482.62

The undersigned representatives of the Parties hereby confirm their mutual understanding as outlined above and that this implementation is limited to the 2024 Plan Year.

For the Association:

For the District:

 11/3/23
Chad Pilkington
President

Geoff Belyea
Fire Chief


Preston Quick
Vice-President

Cliff Campbell
Assistant Fire Chief



TITLE

Memorandum of Understanding for Regional Grant Applications from Multiple Government Agencies.

RECOMMENDATION

Adopt Resolution 2023-35 authorizing the Memorandum of Understanding for Regional Grant Applications from Multiple Government Agencies.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The American Canyon Fire Protection District (District), The City of Napa, County of Napa, and City of Calistoga have expressed their intention to collaborate on regional grant applications, seeking funding from various government agencies. To do so, a memorandum of understanding (MOU) must be created that outlines how these regional agencies will cooperate in the pursuit and management of these grants. The MOU serves the sole purpose of establishing an administrative framework for applying for and handling multi-agency grants. It's important to note that if any grants are awarded, the parties understand that each grant will have further specific requirements that will be imposed at that time, subject to review and approval by each party prior to submission of any grant application.

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

FISCAL IMPACT

The financial impact of the collaboration may have several implications from cost savings, increased

funding opportunities, efficiency and resource allocations and reduced administrative costs.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

Not applicable.

ATTACHMENTS:

1. [Resolution 2023-35 MOU Regional Grant Application](#)
2. [MOU for Regional Grant Applications](#)

RESOLUTION NO. 2023-35

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

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

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

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

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

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

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

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

AYES:

NOES:

ABSTAIN:

EXCUSED ABSENCE:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel

City of Napa Agreement No. _____

American Canyon Fire Protection District Agreement No. C2023-07

Napa County Agreement No. _____

City of Calistoga Agreement No. _____

MEMORANDUM OF UNDERSTANDING FOR REGIONAL GRANT APPLICATIONS FROM MULTIPLE GOVERNMENT AGENCIES

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

RECITALS

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

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

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

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

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

1. DEFINITIONS.

(a) Application: The specific set of forms, documents, and attachments that comprise an

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

2. RIGHT TO TERMINATE. Any Party may terminate this MOU for convenience (with or without cause) by providing written notice of termination to the other Parties, effective upon the date stated in the notice.

Notwithstanding the foregoing, if a Grant MOU is terminated by a Party for any reason, this MOU shall automatically terminate their participation only and such party shall be written out of this MOU.

3. REGIONAL APPLICATION MANAGEMENT.

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

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

- Determining which Party will serve as the Host Agency to submit a Regional Grant program Application and serve as Grant administrator for the Participating Parties in the event of Award.
- Pursuant to the specific Grant program guidelines, all items approved under the Application will be procured and administered

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

4. INVOICING AND PAYMENT. The Participating Parties agree to provide the required monetary match for the total cost of their requested items as detailed in the Regional Grant Application as required under the Regional Grant program guidelines. The required match shall be paid by the Participating Parties upon receipt of an invoice from the Host Agency, in advance of associated procurement. The cash match will be determined among the parties and based on percentage of benefit.

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

5. MUTUAL INDEMNIFICATION. To the fullest extent permitted by law, each Party will indemnify, hold harmless, release, and defend the other Parties (including their officers,

elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "Liability") of any nature, arising out of, pertaining to, or relating to the indemnifying party's acts or omissions under this MOU. The indemnifying Party's indemnification obligations under this MOU are not limited by any limitations of any insurance held by each Party, including, but not limited to, workers' compensation insurance.

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

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

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

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

CITY OF CALISTOGA
Fire Chief
1232 Washington Street
Calistoga, Ca 94515

COUNTY OF NAPA
Fire Chief
1125 Third Street
Napa, Ca 94559

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

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

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

functions and duties associated with performance of this MOU.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF NAPA, a California Charter City:

Steve Potter, City Manager

ATTEST:

Tiffany Carranza, City Clerk

Date: _____
("Effective Date")

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney

NAPA COUNTY, a political subdivision of the State of California

By: _____
BELIA RAMOS, Chair Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: Deputy County Counsel</p> <p>Date: <i>PL No. 102128</i></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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AMERICAN CANYON FIRE PROTECTION DISTRICT,
a subsidiary special district of the City of American Canyon

By: _____
Leon Garcia, Chairman, Board of Directors

By: _____
Geoff Belyea, Fire Chief / District Clerk

APPROVED AS TO FORM:

William D. Ross, District Counsel

CITY OF CALISTOGA
a California city

By: _____
Laura Snideman, City Manager

By: _____

Yudiana Galvan, City Clerk



AMERICAN CANYON FIRE PROTECTION DISTRICT
BOARD AGENDA
NOVEMBER 28, 2023

STAFF REPORT
BUSINESS
ITEM NUMBER: 8.

TITLE

Establish the American Canyon Fire Protection District Board Meeting Dates for the Calendar Year 2024.

RECOMMENDATION

Approve Resolution 2023-36 regarding proposed calendar of the American Canyon Fire Protection District Board of Directors meeting dates for the calendar year 2024.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

In 2008, the City of American Canyon Governance Protocol Handbook was updated, adding a Fire District Board meeting on the fifth Tuesday of the month when there is a fifth Tuesday, in which the District Board conducts a standalone, non-joint meeting from the American Canyon City Council in order to focus on District-related items. (Section V 4.1.1. Meetings). Until a comprehensive revision is done to the Governance Handbook, the City Council of the City of American Canyon sitting ex officio as the Board of Directors for the American Canyon Fire Protection District (“District”) approved Resolution 2021-14 on June 29, 2021, establishing a monthly stand-alone, non-joint meeting date to focus on District issues. The Board of Directors shall meet every fourth Tuesday.

In accordance with this section, the Board of Directors may consider an annual meeting calendar. The proposed calendar outlines the 4th Tuesdays for the year 2024, with an exception for the months of November and December. In light of the 4th Tuesday coinciding with Thanksgiving week in November, the Staff proposes a change of the meeting to the 2nd Tuesday of that month, November 12, 2024.

Consequently, it is recommended to reschedule the regular meeting to the second week of November, and to cancel the regular meeting originally scheduled for December 24, 2024.

Adoption of a Calendar of Regular Meetings does not prevent the Fire District Board from calling additional special meetings throughout the year or cancelling meetings when necessary.

FISCAL IMPACT

Not applicable.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

Not applicable.

ATTACHMENTS:

1. [Resolution 2023-36 Meeting Dates](#)

RESOLUTION 2023-36

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT APPROVING THE CALENDAR OF THE BOARD OF DIRECTORS’ MEETING DATES FOR THE CALENDAR YEAR 2024

WHEREAS, In 2008, the City of American Canyon Governance Protocol Handbook was updated, adding a Fire District Board meeting on the fifth Tuesday of the month when there is a fifth Tuesday, in which the District Board conducts a standalone, non-joint meeting from the American Canyon city Council to focus on District related items. (Section V 4.1.1 Meetings); and

WHEREAS, until a comprehensive revision is done to the Governance Handbook, the City Council of the City of American Canyon sitting *ex officio* as the Board of Directors for the American Canyon Fire Protection District (“District”) approved Resolution 2021-14 on June 29, 2021, establishing a monthly stand-alone, non-joint meeting date to focus on District issues. The Board of Directors shall meet every fourth Tuesday; and

WHEREAS, the 2024 Board of Directors’ Meeting Calendar generally designates the 4th Tuesdays for meetings, however this year there is an exception with the months of November and December; and

WHEREAS, in light of the Thanksgiving week falling on the 4th Tuesday in November, it is recommended to move the regular meeting to the second week of November; and

WHEREAS, the Board of Directors shall cancel the regular meeting scheduled for December 24, 2024; and

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the American Canyon Fire Protection District authorizes the Fire Chief to establish the following meeting dates:

Month	Regular Meeting Date 4th Tuesday of Every Month
January	23
February	27
March	26
April	23
May	28
June	25
July	23
August	27
September	24
October	22
November	12 (Recommended)
December	24 (Cancelled)

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 28th day of November, 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

RESOLUTION 2023-36



TITLE

Policy and Procedure Updates.

RECOMMENDATION

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

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The American Canyon Fire Protection District (District) places an emphasis on the importance of having updated policies and procedures in place to ensure the safety and efficiency of our operations. The District's current policies and procedures have not been updated for an extended period of time. To facilitate this process, the District has partnered with Lexipol, a reputable public safety solutions company specializing in policy management for public safety agencies. The District is able to access and customize state - specific policies that are continuously updated in response to new state and federal laws, as well as court decisions.

The District is committed to deliver a comprehensive set of policies and procedures that are in alignment with the highest industry standards. This process is anticipated to take up to two years to complete and will be an ongoing effort to keep our practices in line with the District's growth.

Beginning in January 2024, the District will present several new and updated policies to the Board of Directors and as more policies are developed, the District will present them to the Board at the monthly Board Meetings.

By taking proactive measures to update the policies and procedures, the District is positioned to remain compliant with the many changes of state and federal laws and legal decisions. This proactive approach significantly mitigates the risk of legal entanglements. By updating the policies it will enhance safety measures and operational efficiency, benefitting both our personnel and the community of American Canyon. The updated policies will also streamline administrative processes and improve the quality of operational decisions. This will enable the District to provide the highest level of service to our community, while also prioritizing the safety and well-being our personnel.

FISCAL IMPACT

The policy management program has been budgeted for the fiscal year.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

Not applicable.

ATTACHMENTS:

None