



## AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD MEETING

### AGENDA

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

January 23, 2024

6:30 PM

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

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

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

### PUBLIC PARTICIPATION

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

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

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

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

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

The above-identified measures exceed all legal requirements for participation in public comment,

including those imposed by the Ralph M. Brown Act. For more information, please call the Office of the Fire Executive Assistant at (707) 551-0653 or email [here](#).

**AGENDA MATERIALS:** Board agenda materials are published 72 hours prior to the meeting and are available to the public via the City’s website at [www.cityofamericancanyon.org](http://www.cityofamericancanyon.org).

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

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

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

### **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. [Proclaiming the Month of February as American Heart Month.](#)  
**Recommendation:** Proclaiming the Month of February 2024 in the American Canyon Fire Protection District as American Heart Month**

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

## PUBLIC HEARINGS

None

## BUSINESS

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

**Recommendation:** Approve the Property Tax Allocation Agreement between the County of Napa and American Canyon Fire Protection District associated with the proposed annexation of the property at 1661 Green Island Road.

11. **Master Plan Update**

**Recommendation:** Receive and File an Updated Report on the American Canyon Fire Protection District Long Range Master Plan Inclusive of a Center for Public Safety Excellence, 6th Edition Compliant, Community Risk Assessment: Standards of Cover Report, that was approved by the Board of Directors on October 25, 2022.ia Environmental Quality Act and has no potential for causing an impact on the environment.

## FIRE CHIEF ORAL REPORT

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

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

## ADJOURNMENT

## CERTIFICATION

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

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Geoff Belyea, Fire District Chief

# AMERICAN CANYON FIRE PROTECTION DISTRICT PROCLAMATION



PROCLAIMING THE MONTH OF FEBRUARY 2024 IN THE AMERICAN CANYON FIRE PROTECTION DISTRICT AS

## *American Heart Month*

**WHEREAS**, February is nationally recognized as American Heart Month, a time to raise awareness about the importance of heart health and prevention of cardiovascular disease; and

**WHEREAS**, cardiovascular disease is the leading cause of death for both men and women in the United States, claiming over 650,000 lives each year; and

**WHEREAS**, the American Canyon Fire Protection District is committed to protecting the health and safety of our community, and recognizes the critical role that early intervention and prevention play in reducing the burden of heart disease; and

**WHEREAS**, the American Canyon Fire Protection District actively promotes heart health through community education programs, CPR training, and public awareness campaigns; and

**WHEREAS**, chances of survival are increased dramatically if cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) resources are available and utilized within the first three to seven minutes after sudden cardiac arrest; and

**WHEREAS**, by working together, we can empower individuals to take charge of their heart health and make informed choices to reduce their risk for cardiovascular disease;

**WHEREAS**, in 2023, the American Canyon Fire Protection District educated 1,200 community members, including 650 High School Freshman students and over 60 youth football players and coaches on Hands-only CPR. This method, recommended by the American Canyon Heart Association, can greatly increase the chance of survival in treating adults; and

**WHEREAS**, the American Canyon Fire Protection District continues to work where their citizens live, work, shop and play *HeartSafe*.

*Early Activation of Emergency Response (911) \* Early CPR \* Early Defibrillation  
Advanced Resuscitation \* Post Cardiac Arrest Care \* Recovery*

**NOW, THEREFORE, BE IT RESOLVED** that I, Leon Garcia, Chairman of the Board of Directors of the American Canyon Fire Protection District hereby proclaim the ***month of February 2024 as American Heart Month*** and urge all residents to:

- Get educated: Learn about the risk factors for heart disease and ways to prevent it.
- Get checked: Schedule a regular checkup with your doctor and discuss your personal risk factors for heart disease.
- Get active: Aim for at least 150 minutes of moderate-intensity aerobic activity or 75 minutes of vigorous-intensity aerobic activity each week.
- Eat healthy: Choose a balanced diet rich in fruits, vegetables, whole grains, and lean protein. Limit your intake of unhealthy fats, sugar, and processed foods.
- Manage stress: Find healthy ways to manage stress, such as yoga, meditation, or spending time in nature.
- Know the signs: Be aware of the warning signs of a heart attack, such as chest pain, shortness of breath, and sudden dizziness. Call 911 immediately if you or someone you know experiences these symptoms.

By taking these steps, we can all work together to build a healthier community and reduce the burden of heart disease.

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Leon Garcia, Chairman of the Board

**January 23, 2024**

**American Canyon Fire Protection District**  
**Board Meeting**  
**ACTION MINUTES**  
*November 28, 2023*

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**6:30 P.M. OPEN SESSION**

**CALL TO ORDER**

Chair Garcia called the Meeting to Order at 6:39 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, David Schwarz, stated a written report on Closed Session will be provided.

**PROCLAMATIONS AND PRESENTATIONS**

None

**PUBLIC COMMENT**

Chair Garcia called for public comments. Written comments: none. Oral Comments: Justin Hole. 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 D. Oro, seconded by Board Member M. Joseph, 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

4. **[Minutes of Fire District Board Meeting of October 24, 2023.](#)**  
**Action:** Approved the Minutes of the Fire District Board Meeting of October 24, 2023.
5. **[Report Upon Return from Closed Session: October 24, 2023.](#)**  
**Action:** Approved the 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.](#)**  
**Action:** Adopted 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**

**Action:** Adopted 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.**

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

**Action:** Motion to approve the established American Canyon Fire Protection District Board Meeting Dates for the Calendar Year 2024 made by Board Member Board Member D. Oro, seconded by Board Member M. Joseph, 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

**9. Policy and procedure Updates.**

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

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

**FIRE CHIEF ORAL REPORT**

The Chief, serving as a Board Member for the Fire Districts Association, participated in a quarterly meeting held on 11/27/23, which primarily focused on strategic planning for the upcoming year. The agenda included in-depth discussions on the legislative platforms that the Association intends to bring forward in the coming year. Among these priorities is the concerted effort to collaborate with state legislative bodies to secure sustainable funding for Fire Districts in the foreseeable future.

At the Association meeting, the Chief was elected as one of the Zone Directors for the board, a position that represents Napa, Marin, Solano, Sonoma, Humboldt, Mendocino, Del Norte, and Lake Counties.

Chief interviews for firefighter positions are scheduled for tomorrow.

At the conclusion of the meeting, the Board took a moment to celebrate Chief Belyea's birthday.

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

None

**ADJOURNMENT**

Meeting was adjourned at 6:30 p.m.

**CERTIFICATION**

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Geoff Belyea,  
District Fire Chief/District Clerk

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

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

Los Angeles Office:

11420 Santa Monica Blvd  
#25532  
Los Angeles, CA 90025

File No: 199/3

November 29, 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; November 28, 2023

Dear Chair Garcia and Members of the Board of Directors:

This communication sets forth reportable action, if any, of the Board of Directors (“Board”) of the American Canyon Fire Protection District (“District”), consistent with provisions of the Ralph M. Brown Opening Meeting Act (Government Code Section 54950, *et seq.*) resulting from the Closed Session of the November 28, 2023 Virtual Regular Meeting, consistent with Government Code Section 54957.1.

After convening in Open Session at 5:32 p.m. (Vice Chair Pierre Washington absent) and after ascertaining that there were no public comments on matters agendaized for Closed Session, the Board then adjourned to Closed Session at 5:32 p.m. to address the matters agendaized for Closed Session consideration.

Accordingly, there were three matters agendaized for District Closed Session consideration.

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. 21CV00455; and,

3. Labor Negotiations  
Pursuant to Government Code Section 54956.7(a)  
Designation of District Labor Negotiations Representative

With respect to District Closed Session Agenda Item No. 1., there was reportable action in the form of unanimous Board direction (4-0, Vice Chair Pierre Washington absent), to accept the November 28, 2023 offer of the County of Napa (“County”), a copy of which is enclosed as Exhibit “A,” with slight modifications the Proposed Property Tax Allocation Agreement (the “Proposed Agreement”) with direction to District Counsel in conjunction with Counsel for the County to bring the Proposed Agreement back before the Board for approval by District Resolution and comparable action by the County Board of Supervisors.

The specific changes were as follows:

- The Fire District’s request for 10 % of the County’s share of the 1% property tax applicable to the affected territory is granted subject to termination based on the following:
  - The 10% property tax share would expire upon any portion of the affected territory becoming annexed to the City of American Canyon (“City”).
  - Upon annexation, the District’s share drops to 5% of the County’s share of the 1% property tax, but that amount may be negotiated to be higher with agreement between the City and the County throughout the annexation process.
  - The Proposed Agreement is not to be considered by either party as a precedent for any other change of organization or any other parcel.

The Board was also informed that the District would receive 100% of the County’s structural fire tax increment for the parcel as the County has traditionally agreed, noting that this has not been an issue of dispute between the parties.

Except as indicated, there was no other reportable action under the common law attorney-client privileged or that provided by Government Code Section 54956.9(d)(2).

With respect to District Closed Session Agenda Item No. 2., there was reportable action with respect to the status of the litigation, specifically, that mediation had proved unsuccessful to resolve the issues among the parties and that with clarification of discovery responses and evidence being offered by the Plaintiff, that the matter would proceed to trial. Except as indicated, there

The Honorable Leon Garcia, Chair  
and Members of the Fire District Board of Directors  
November 29, 2023  
Page 3

was no other reportable action under the common-law attorney-client privilege and that provided by Government Code Section 54956.9(d)(1).

With respect to District Closed Session Agenda Item No. 3., there was reportable action in the form of the Board unanimously (4-0, Vice Chair Pierre Washington absent) designating District Chief Belyea and Assistant Chief Campbell as representatives of the District in impending negotiations. Except as indicated, there was no other reportable action under the common-law attorney-client privilege and that provided by Government code Section 54956.7(a).

The Closed Session concluded at 6:32 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

Enclosure: Exhibit A – November 28, 2023 County Communication

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

# **EXHIBIT “A”**

**From:** Alsop, Ryan <[ryan.alsop@countyofnapa.org](mailto:ryan.alsop@countyofnapa.org)>  
**Sent:** Tuesday, November 28, 2023 3:22 PM  
**To:** Geoff Belyea <[gbelyea@amcanfire.com](mailto:gbelyea@amcanfire.com)>  
**Subject:** [External] Our Annexation Proposal

Chief,

Below, please find our terms for your annexation.

The Fire District's request is for 10% of the County's share of the 1% property tax increment. Our proposal is to grant that request, but only temporarily, as follows:

- The 10% share expires if/when the parcel (or a portion thereof) is annexed to the City of American Canyon.
- Upon annexation, the Fire District's share drops to 5%, but may be negotiated higher with the agreement of the County and the City of American Canyon.
- This is not to be considered as precedent for any other parcel.

The Fire District also (permanently) receives 100% of the County's Structural Fire tax increment for the parcel, as the County has traditionally agreed.



**Ryan J. Alsop**

CEO  
Napa County

**Phone:** 707-253-4421

1195 Third Street, Suite 310  
Napa, CA 94559

[www.countyofnapa.org](http://www.countyofnapa.org)

[@NapaCountyCEO](https://twitter.com/NapaCountyCEO)

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## **TITLE**

Approve Policy and Procedures.

## **RECOMMENDATION**

Approve the proposed eleven Policy and Procedures for the American Canyon Fire Protection: Electronic Mail, Administrative Communications, Minimum Staffing Levels, Post Incident Analysis, Solicitation of Funds, Physical Asset Management, Fire Service Authority, Policy Manual, Organizational Structure, Training Policy, and Liability Claims.

## **CONTACT**

Geoff Belyea, Fire Chief

## **BACKGROUND & ANALYSIS**

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

The proposed policies have undergone thorough examination by our labor and legal teams, encompassing a diverse range of policies, including Electronic Mail, Administrative Communications, Minimum Staffing Levels, Post Incident Analysis, Solicitation of Funds, Physical Asset Management, Fire Service Authority, Policy Manual, Organizational Structure, Training Policy, and Liability Claims.

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

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

## **FISCAL IMPACT**

None

## **BOARD PRIORITY PROGRAMS AND PROJECTS**

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

## **ENVIRONMENTAL REVIEW**

None

## **ATTACHMENTS:**

1. Resolution 2024-01 Policies and Procedures
2. Electronic Mail.pdf
3. Administrative Communications.pdf
4. Minimum Staffing Levels.pdf
5. Post-Incident Analysis.pdf
6. Solicitation of Funds.pdf
7. Physical Asset Management.pdf
8. Fire Service Authority.pdf
9. Policy Manual.pdf
10. Organizational Structure.pdf
11. Training Policy.pdf
12. Liability Claims.pdf

**RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT APPROVING ELEVEN POLICY AND PROCEDURES: ELECTRONIC MAIL, ADMINISTRATIVE COMMUNICATIONS, MINIMUM STAFFING LEVELS, POST INCIDENT ANALYSIS, SOLICITATION OF FUNDS, PHYSICAL ASSET MANAGEMENT, FIRE SERVICE AUTHORITY, POLICY MANUAL, ORGANIZATIONAL STRUCTURE, TRAINING POLICY AND LIABILITY CLAIMS**

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

**WHEREAS**, the proposed policies, including Electronic Mail, Administrative Communications, Minimum Staffing Levels, Post Incident Analysis, Solicitation of Funds, Physical Asset Management, Fire Service Authority, Policy Manual, Organizational Structure, Training Policy, and Liability Claims, have undergone comprehensive examination by the labor and legal teams

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

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

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

**PASSED, APPROVED AND ADOPTED** this 23rd day of January 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

ATTEST:

APPROVED AS TO FORM:

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**Geoff Belyea**  
**Fire Chief/District Clerk**

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**William D. Ross**  
**District Counsel**  
**American Canyon Fire Protection District**

## Electronic Mail

### 206.1 PURPOSE AND SCOPE

**Best Practice**

The purpose of this policy is to establish guidelines for the proper use and application of the electronic mail (email) system provided by the District.

### 206.2 POLICY

**Best Practice**

American Canyon Fire Protection District members shall use email in a professional manner in accordance with this policy and current law (e.g., California Public Records Act).

### 206.3 PRIVACY EXPECTATION

**Best Practice**

Members forfeit any expectation of privacy with regard to emails or anything published, shared, transmitted or maintained through file-sharing software or any Internet site that is accessed, transmitted, received or reviewed on any district technology system.

The District reserves the right to access, audit and disclose, for whatever reason, any message, including attachments, and any information accessed, transmitted, received or reviewed over any technology that is issued or maintained by the District, including the district email system, computer network or any information placed into storage on any district system or device. This includes records of all keystrokes or Web-browsing history made at any district computer or over any district network. The fact that access to a database, service or website requires a username or password will not create an expectation of privacy if it is accessed through district computers, electronic devices or networks.

### 206.4 RESTRICTED USE

**Best Practice**

Messages transmitted over the email system are restricted to official business activities, or shall only contain information that is essential for the accomplishment of business-related tasks or for communications that are directly related to the business, administration or practices of the District.

Sending derogatory, defamatory, obscene, disrespectful, sexually suggestive, harassing or any other inappropriate messages on the email system is prohibited and may result in discipline.

Email messages addressed to the entire district are only to be used for official business related items that are of particular interest to all users. In the event that a member has questions about sending a particular email communication, the member should seek prior approval from his/her supervisor.

It is a violation of this policy to transmit a message under another name or email address or to use the password of another to log into the system unless directed to do so by a supervisor. Members are required to log off the network or secure the workstation when the computer is unattended.

## *Electronic Mail*

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This added security measure will minimize the potential misuse of a member's email, name or password.

### **206.5 EMAIL RECORD MANAGEMENT**

**State**

Email may, depending upon the individual content, be a public record under California Public Records Act and must be managed in accordance with the established records retention schedule and in compliance with state law.

The Custodian of Records shall ensure that email messages are retained and recoverable as outlined in the Records Management Policy.

# Administrative Communications

## 207.1 PURPOSE AND SCOPE

Discretionary

The purpose of this policy is to establish guidelines, format and authority levels for the various types of administrative communication documents in existence within the District.

## 207.2 POLICY

Discretionary

It shall be the policy of this district to control the use of the name of the District and the use of letterhead, and to ensure that official administrative communications follow a specific format and are released only by persons with the authority to do so.

## 207.3 PERSONNEL ORDERS

Discretionary

Personnel orders may be issued periodically by the Fire Chief to announce and document promotions, transfers, hiring of new personnel, separations, personnel and group commendations, or other changes in status.

## 207.4 CORRESPONDENCE

Discretionary MODIFIED

In order to ensure that the letterhead and name of the District are not misused, all external correspondence shall be on district letterhead. All district letterhead shall bear the District logo in addition to the actual signature of an authorized signer. Members of the District may use letterhead only for official business and with approval of their supervisor.

## 207.5 INFORMATIONAL BULLETINS (IB)

Discretionary MODIFIED

Informational Bulletins (IB) are a necessary and important component of effective operations at all levels of the District. For the purposes of clarity and to ensure appropriate distribution of written communications, all IBs between district members shall utilize a standardized format.

IBs typically are used to memorialize and/or summarize communication and facts. IBs can be generated by a supervisor and sent to subordinates or a group of subordinates to give direction, clarify a policy decision or request an action by another division. A IB also may be written by line-level members to communicate information. If the recipient is of higher rank than the member's immediate supervisor or is outside the District, the information should be approved by the proper chain of command before being forwarded to the recipient.

Recommendations for a standardized district IB format: a standard heading including the name of the District, the date of the IB, the intended recipient of the IB, the name, rank and division of the district member creating the IB, and a brief statement of the subject of the IB.

## *Administrative Communications*

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### **207.6 FACSIMILE COVER SHEETS**

**Discretionary**

All outgoing facsimile transmissions should include a standard district cover sheet as the first page of the transmission. The name of the member sending the facsimile should be clearly printed on the cover sheet along with all other pertinent information.

### **207.7 SURVEYS**

**Discretionary**

All surveys made in the name of the District shall be authorized by the Fire Chief or the authorized designee.

## Minimum Staffing Levels

### 208.1 PURPOSE AND SCOPE

Discretionary

The purpose of this policy is to establish guidelines for minimum staffing levels on emergency vehicles and to ensure that proper supervision is available for all shifts.

#### 208.1.1 DEFINITIONS

Agency Content

**Qualified** - Any member who has satisfactorily met the requirements for the position (e.g., driver, Company Officer), either through promotional examination or a training program approved by the Department.

**Acting assignment** (Out-of-Class assignment) - Any situation in which a member of the Department functions in a rank above his/her normal position description and job duties.

### 208.2 POLICY

Discretionary MODIFIED

The Department balances the member's needs and wishes with the need to have flexibility and discretion in using personnel to meet operational needs. While balance is desirable, the principle concern is the need to meet the operational requirements of the Department.

### 208.3 OUT OF CLASS ASSIGNMENTS AND SUPERVISION

Agency Content

In order to accommodate operational flexibility and other unforeseen circumstances, any firefighter or an driver, if qualified, may be used as a Company Officer for a limited time consistent with any existing and applicable collective bargaining agreement.

Decisions regarding supervision should result in each firefighter and driver being supervised by a single Company Officer or acting Company Officer. Each Company Officer should be supervised by a Battalion Chief or Assistant Chief.

### 208.4 MINIMUM STAFFING GUIDELINES

Agency Content

In order to meet operational needs, the following minimum staffing guidelines should be concurrent with the MOA Article 8 - STAFFING:

- (a) Engine companies should be comprised of a minimum of one Company Officer, one driver, and one firefighter, at least one member will be a licensed Paramedic
- (b) Ladder trucks or aerial units should be comprised of a minimum of one Company Officer, one driver, and one firefighter.

# American Canyon Fire Protection District

## Policy Manual

### *Minimum Staffing Levels*

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- (c) When the District has two (2) units staffed, as set forth above, additional apparatus may be staffed with alternate patterns.
- (d) The staffing of additional units shall be at the discretion of the on-duty Battalion Chief or Duty Chief.

## Post-Incident Analysis

### 209.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish a uniform Post-Incident Analysis (PIA) to identify strengths and weaknesses within the District. This policy describes the various types of PIA that can be used in the evaluation of district performance. A PIA may also be used to identify equipment needs, staffing deficiencies and training needs. The information collected during the PIA process also may be useful in justifying future funding requests for equipment, personnel and/or training.

### 209.2 POLICY

Best Practice MODIFIED

The PIA is a valuable tool to improve the overall operations of the fire service. It is the policy of this district to use the PIA as a tool for Incident Commanders (ICs), Fire Marshals, Battalion Chiefs, and command staff to identify areas of strength and weakness within the District on an incident-by-incident basis, for the purpose of continuous improvement.

The PIA may additionally be utilized in district-wide training to communicate continuous improvement of emergency scene operations and fireground safety.

#### 209.2.1 RESPONSIBILITIES

Best Practice MODIFIED

The ICs, Fire Marshals, Battalion Chiefs, and command staff have shared responsibility for the overall effectiveness of the PIA process.

The IC should informally analyze every incident to improve personnel, unit and system performance. After every major incident or special event, the IC should develop a PIA to determine strengths, weaknesses and lessons learned about the incident operation.

Anyone may request a PIA of a particular incident. Any PIA requests must be made through the chain of command.

Any significant safety issue that is identified in the PIA should be addressed immediately, if it was not already resolved prior to the PIA being completed. If appropriate, a report should be sent to the International Association of Fire Chiefs (IAFC) Near-Miss Reporting System on any significant safety issues.

### 209.3 POST-INCIDENT ANALYSIS

Best Practice

A PIA should be completed within 30 days of an incident and may result in recommendations for changes to procedures, staffing, equipment use, policy and/or training to better enable the District to serve the community.

# American Canyon Fire Protection District

## Policy Manual

### *Post-Incident Analysis*

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A PIA should include lessons learned from the observation of effective and efficient methods of mitigating a major incident. These include all strategic decisions, operational issues, built-in fire protection devices and anything else that assisted in mitigating the incident.

- (a) A PIA may include:
  1. Evaluation of the overall operational effectiveness.
  2. Evaluation of safety procedures.
  3. Evaluation of the success or failure of tactical objectives.
  4. Evaluation of the application and effectiveness of policies and/or procedures.
  5. Specific knowledge that might be beneficial.
- (b) The information gained from a PIA should be used by company officers and staff teams to:
  1. Reinforce the incident management system.
  2. Evaluate current training programs and/or identify training needs.
  3. Evaluate current policies and procedures.
  4. Identify and prioritize planning needs for the future.
  5. Identify equipment problems/concerns.
  6. Evaluate fire prevention inspection and public education effectiveness.

## **209.4 TYPES OF POST-INCIDENT ANALYSIS**

### **Best Practice**

#### 209.4.1 HOT WASH

### **Best Practice**

An incident “hot wash” should be performed at the incident scene prior to the release of equipment or personnel. A hot wash is a meeting of all involved personnel on-scene. It is an informal briefing of the incident, the actions taken and problems encountered. An IC may present an analysis with key companies or crews while they are on-scene. The advantage to this is that crews are present and all aspects of the call are still fresh. One disadvantage to a hot wash might occur at medical incidents, when some members may be caring for patients and are unable to participate.

If the analysis takes place while on-scene, it is the responsibility of the IC to:

- Meet in a safe area, even if it requires relocating to another area.
- Ensure that the meeting area is inaccessible by the public and media.
- Consider the impact of company downtime.
- Consider public perception.

#### 209.4.2 INFORMAL PIA

### **Best Practice**

## Post-Incident Analysis

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An informal PIA is used following smaller multi-company incidents, such as structure fires, medical incidents or special operations incidents. The IC or a designated representative should arrange for and conduct the informal analysis.

### 209.4.3 COMPANY-LEVEL PIA

**Best Practice**

A company-level PIA is highly encouraged and should be a standard communication tool for all company officers. It is appropriate for significant incidents involving single companies as well as multiple-company stations where more than one company participated in the incident.

Company-level analysis promotes unity and teamwork, enhances communication, improves company performance and is a useful tool for evaluating the health and welfare of crew members following certain traumatic incidents. A company-level PIA can take place while returning from a call using the headsets, at the fire station or any location that provides privacy.

### 209.4.4 FORMAL PIA

**Best Practice** **MODIFIED**

- (a) A formal PIA may be conducted following all:
  - (a) Multiple-alarm structure fires.
  - (b) Multiple-alarm brush fires.
  - (c) Multiple-alarm Emergency Medical Services (EMS) incidents.
  - (d) Multiple-alarm special operations incidents.
  - (e) Major disaster drills.
  - (f) Unusual incidents identified by the IC or other staff officers.
- (b) A formal PIA should be considered for:
  - (a) A building fire in which three or more rooms are severely damaged by fire, or where unusual extinguishment problems existed.
  - (b) Any incident in which an unusual event occurs, (e.g., explosion, collapse).
  - (c) Any fire resulting in a fatality.
  - (d) Any fire resulting in injury to firefighters that is serious enough to require transport to a medical facility.
  - (e) Any "close call" incident where firefighters could have been injured.
  - (f) Any hazardous materials incident with multi-company involvement.
  - (g) Any specialty rescue operation with multi-company involvement.
  - (h) Any incident, at the IC's discretion or at the direction of a senior officer.
- (c) The Training Assistant Chief is responsible for scheduling and facilitating the presentation of all formal PIAs. This will include:

# American Canyon Fire Protection District

## Policy Manual

### *Post-Incident Analysis*

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- (a) Setting a presentation date and location within seven (7) days (whenever possible) of the incident.
- (b) Supervising the completion of an incident analysis packet that should include a summary of the incident, drawings and identification of any lessons learned.
- (c) Developing a written After Action Report (AAR) summarizing the PIA and submitting it to the Fire Chief for approval and distribution.
- (d) Notifying Battalion Chief
- (e) Coordinating/scheduling with other departments or outside agencies that worked the incident.
- (f) Arranging move-up and/or cover companies from other departments.

The Battalion Chief is responsible for notifications to all members of the shift who are scheduled to attend the PIA. All members should be notified within one week if a formal PIA is being arranged to allow them to prepare or gather any necessary documentation.

Copies of the formal AAR should be posted at each fire station for all personnel to review.

A copy of all PIAs and AARs shall be forwarded to the Fire Chief for approval prior to distribution, including any determinations or conclusions reached through the PIA presentations.

## Solicitation of Funds

### 211.1 PURPOSE AND SCOPE

**Best Practice**

The purpose of this policy is to ensure that fundraising activities associated with the District are consistent with its mission, values and legal status. This policy applies to all fundraising activities involving the District or the use of the district name, insignias, equipment or facilities.

#### 211.1.1 DEFINITIONS

**Best Practice**

Definitions related to this policy include:

**Fundraising** - The collection of money through donations, sales or event programming for the purpose of charitable donation or organizational budget enhancement.

### 211.2 POLICY

**Best Practice**

It shall be the policy of this district that all fundraising activities involving on-duty members or use of district equipment, and that provide financial benefit to the District, must be authorized by the Fire Chief or the authorized designee prior to initiating solicitations.

Authorized fundraising activities should not indicate or imply that a donation will influence services provided by the District. Members engaged in fundraising activities are expected to act ethically regarding the solicitation of funds, the interaction with donors or potential donors and the maintenance of fundraising records.

Members are prohibited from soliciting any goods or services from local businesses, groups or individuals for the purpose of providing incentives, prizes or give-aways to attendees of district-sponsored or hosted events, or to events when members attend as representatives of the District.

### 211.3 PROCEDURES

**Best Practice**

Fundraising activities or events involving the District should incorporate the following elements:

- (a) Compliance with applicable federal, state and local laws and regulations
- (b) Compliance with district and governing-body policies
- (c) A benefit to the District that is consistent with the district mission
- (d) An accurate description of the purpose for which funds are requested.
- (e) A limitation on the frequency of solicitations to avoid placing undue pressure on donors
- (f) Identification of the individual soliciting funds as a volunteer, a member of this district or a hired solicitor

# American Canyon Fire Protection District

## Policy Manual

### *Solicitation of Funds*

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- (g) An admonishment that encourages donors to seek independent advice if there is reason to believe that a proposed gift might significantly affect the donor's financial position, taxable income or relationship with other family members.
- (h) The assurance that donor requests to limit the frequency of contacts, to prohibit solicitation by telephone or other technology and to reduce or cease sending printed or electronically transmitted material concerning the District will be honored
- (i) Respect of the donors' privacy and a commitment that the District will not sell or otherwise make available donors' names and contact information

Commercial or corporate sponsorship of fundraising activities or events may be allowed provided that it has been preapproved by the Fire Chief or the authorized designee.

#### **211.4 DISTRICT-SPONSORED EVENTS**

##### **Best Practice**

The following also apply to district-sponsored fundraising events:

- (a) Fundraising events should be clearly identified by a sign indicating the name, product, service, price and purpose of the event.
- (b) At least one member should be present during the entire event.
- (c) Individuals participating in the event should be briefed and supervised to ensure their activities are consistent with this policy.
- (d) Individuals participating in the event should not be compensated by a commission or a percentage of the amount collected.
- (e) Funds raised should be deposited no later than the next business day.
- (f) All donors should receive a receipt for the amount of their donation.
- (g) Fundraising activities should not delay emergency response or otherwise compromise the mission of the organization.
- (h) Fundraising that takes place on public-owned or private property will be done with the knowledge and approval of the property custodian or owner.
- (i) Fundraising that occurs on public ways or near roadways will be coordinated with the responsible law enforcement agency for the protection of pedestrians, motorists and event participants.

#### **211.5 FUNDRAISING ON BEHALF OF OTHERS**

##### **Best Practice**

# American Canyon Fire Protection District

## Policy Manual

### *Solicitation of Funds*

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Fundraising for the benefit of a non-profit charitable third party (e.g., blood drive, burn victims, surviving families) having no direct affiliation with the District is permissible provided that the fundraising standards and event prerequisites listed above are followed.

Any materials associated with a third-party fundraising activity shall be approved by the Fire Chief or the authorized designee prior to the activity. In addition, there should be a written agreement between the District and the organizers of the activity that includes:

- (a) Written proof that the event is for a charitable purpose.
- (b) Assignment of responsibility to the organizers for all direct costs incurred for the event.
- (c) Assignment of responsibility to the organizers for the collection and reporting of any applicable taxes.
- (d) Written instructions regarding the maintenance of funds raised on behalf of others. The funds shall be maintained in a separate fund and not commingled with other district funds.

The District reserves the right to require additional conditions including, but not limited to, evidence of insurance coverage or appropriate indemnification.

# Physical Asset Management

## 212.1 PURPOSE AND SCOPE

### Best Practice

The purpose of this policy is to provide guidelines for maintaining a system of inventory and accountability over the district's physical assets.

### 212.1.1 DEFINITIONS

#### Best Practice

Definitions related to this policy include:

**Physical assets** – Any tangible items of value, including but not limited to:

- Materials.
- Machinery.
- Tools and equipment.
- Apparatus, ambulances, and command and support vehicles.
- Office supplies.
- Furniture.
- Firefighting tools and appliances, including hose, power tools, and communications devices.

**Physical asset management** – The process of tracking and maintaining the district's physical assets.

## 212.2 POLICY

### Best Practice

It is the policy of the district to accurately inventory, track, maintain, and dispose of its physical assets owned by the District in a manner that controls costs, avoids waste, and promotes the district's mission.

## 212.3 RESPONSIBILITIES

### Best Practice

The Fire Chief or the authorized designee should be responsible for the inventory, maintenance, and disposal of district physical assets, including:

- (a) Maintaining compliance with federal, state law, and local laws regarding physical asset management, inventory control, and reporting requirements.
- (b) Maintaining compliance with any grant requirements associated with physical asset purchases.
- (c) Developing procedures for the implementation of this policy, including:

# American Canyon Fire Protection District

## Policy Manual

### *Physical Asset Management*

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1. Procedures for disposal of all district-owned physical assets in accordance with federal, state, and local law.
  2. Procedures for safe disposal of hazardous waste.
  3. Procedures for handling surplus and obsolete physical assets.
  4. Procedures to inventory assets according to internal reporting deadlines (e.g., quarterly, annually).
- (d) Developing a physical asset management plan to track the district's physical assets and maintain accurate and complete records related to these assets. The plan should include:
1. A minimum value of the physical assets that are subject to this policy, the plan, and the implementing procedures.
  2. An inventory control and recordkeeping system to account for the movement, storage, maintenance, use, loss, damage, destruction, and disposal of the district's physical assets.
  3. Routine internal and external audit practices.
  4. Procedures to access physical assets for reuse, transfer, recycling, or disposal.
- (e) Designating members as appropriate to assist with inventory under the physical asset management plan.
- (f) Annual physical asset acquisition planning.

#### **212.4 ACCEPTING DELIVERY OF PROPERTY OR SUPPLIES**

##### **Agency Content**

Any person accepting the delivery of goods or supplies, on behalf of the American Canyon Fire Protection District, shall do the following:

- (a) Check the receiving/packing slip to verify the count and condition of goods or supplies
- (b) Sign the receiving/packing slip
- (c) Forward the receiving/packing slip, goods and/or supplies as directed.

#### **212.5 IDENTIFICATION AND TAGGING**

##### **Best Practice** **MODIFIED**

Physical assets should be tagged using a bar code or other system to identify and locate the items. Tags should be affixed in the same manner and location on each item, when feasible. The following information regarding the tagged item should be maintained using the inventory control system and method of recordkeeping established in the physical asset management plan:

- (a) A description of the item, including but not limited to:
  1. Make, model, and serial number
  2. Physical dimensions and weight, if required to describe item.

## *Physical Asset Management*

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3. Color, material, and other physically distinct qualities
  4. Warranty and/or recall information, if any
- (b) The specific location where the item can be found
  - (c) The acquisition date of the item, as well as the amount and funding source for the acquisition
  - (d) The intended and actual use of the item
  - (e) The expiration of an item's lease or loan terms

### **212.6 SURPLUS OR OBSOLETE ASSETS**

**Best Practice** **MODIFIED**

When the district no longer utilizes a physical asset, the asset should be identified as surplus or obsolete. If the physical asset retains value, the item should be stored as surplus or handled in accordance with the procedures established pursuant to this policy. If the physical asset is deemed obsolete, the item shall be disposed of in accordance with this policy. Property that has value, may be offered to City of American Canyon Departments, if no City of American Canyon Departments have a need for such property, the property will be presented to the Fire District Board of Directors and declared surplus. No Fire District property may be sold or given to any District or City of American Canyon employee, regardless of its status of usability.

#### **212.6.1 STORAGE**

**Best Practice**

When practicable, physical assets that retain value but are not being utilized should be stored in lieu of disposal. Physical assets in storage are subject to routine inventory and revaluation. If the physical asset's value is less than the cost of storage, the District should pursue disposal of the item in accordance with this policy.

#### **212.6.2 TRANSFERS**

**Best Practice**

When a physical asset is transferred from one district to another, the value of the physical asset should transfer with the asset. Interdistrict transfers shall be documented through the inventory control and recordkeeping system implemented by the physical asset management plan.

### **212.7 LOSS, DAMAGE, OR DESTRUCTION**

**Best Practice**

Loss, damage, or destruction of district physical assets shall be handled in accordance with the procedures established pursuant to this policy and the Use of District-Owned and Personal Property Policy, as applicable.

### **212.8 USAGE MONITORING**

**Best Practice**

## *Physical Asset Management*

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Physical asset performance should be regularly monitored for functionality, utility, wear-and-tear, and cost-effectiveness. Usage monitoring of the district's physical assets should include the duration of use (e.g., daily use and number of hours in use), user satisfaction, costs of operating the asset, and the asset's contribution to employee performance and overall productivity.

### **212.9 MAINTENANCE**

**Best Practice**

Routine maintenance of physical assets should be proactive to limit interruption of the district's daily operations. Employees should report any physical asset performance issues to a supervisor.

Maintenance requests and reports shall be recorded in the inventory control and recordkeeping system implemented by the physical asset management plan. The Executive Board or the authorized designee shall routinely evaluate maintenance expenditures to determine whether continued maintenance is beneficial.

### **212.10 DISPOSAL**

**Best Practice** **MODIFIED**

Physical assets slated for disposal should be evaluated for salvage value (e.g., items containing reusable materials like aluminum or copper) or transferred or disposed of in accordance with the procedures established pursuant to this policy.

### **212.11 INVENTORY AND REPORTS**

**Best Practice**

Routine inventory of physical assets should be conducted for purposes of loss control, revaluation, retagging, documenting asset movement and condition, disposition and acquisition planning, and obtaining adequate insurance coverage.

All internal controls and inventories related to physical asset management shall be accurately documented and subject to both internal and external audit. Inventory reports should include an explanation of any discrepancies from the previous period.

All inventory documentation shall be retained and stored in accordance with the records retention schedule.

### **212.12 TRAINING**

**Best Practice**

Members and supervisors accountable for the proper care, use, transfer, maintenance, storage, loss, and disposition of all district physical assets should receive training regarding their responsibilities under the physical asset management plan.

## Fire Service Authority

### 100.1 PURPOSE AND SCOPE

Best Practice

This policy describes the legal authority of the District and the individual members.

### 100.2 POLICY

Best Practice MODIFIED

It is the policy of the American Canyon Fire Protection District to limit its members to only exercise the authority granted to them by law.

While the American Canyon Fire Protection District recognizes the authority of members granted to them, members are encouraged to use sound discretion in the exercise of their authority, and this district does not tolerate abuse of authority.

### 100.3 ORGANIZATIONAL POWERS

Best Practice MODIFIED

This district is authorized to perform the following:

- (a) Fire code enforcement
- (b) Fire suppression
- (c) Investigation and arrest of individuals suspected of starting fires
- (d) Provision of Emergency Medical Services (EMS)
- (e) Technical Rescue

### 100.4 FIREFIGHTER POWERS

State MODIFIED

Firefighters are sworn members of this district and have the following authority:

- (a) Participate in a wide range of emergency and rescue activities, including EMS, extrication and heavy rescue
- (b) Perform fire suppression duties, including the suppression of structural, aircraft, wildland and other types of fires
- (c) Investigate causes of fires
- (d) Collect and preserve evidence when a fire is of a suspicious origin
- (e) Possess peace officer status when serving as a fire investigator or Fire Marshal (Penal Code § 830.37)
- (f) Perform specialty services, including hazardous materials response, technical rescue, water rescue and additional services as authorized by the Fire Chief
- (g) Provide fire code enforcement inspection and plan review services
- (h) Provide public education and fire prevention activities and services

## *Fire Service Authority*

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### **100.5 CONSTITUTIONAL REQUIREMENTS**

**Federal**

When exercising their authority, members shall observe and comply with every person's clearly established rights under the United States and California Constitutions.

### **100.6 SUPERVISORY AUTHORITY**

**Best Practice** **MODIFIED**

The Fire Chief or their designee may relieve a member under his/her command from duty when, in his/her judgment, an offense committed is sufficiently serious to warrant immediate action. A report of such action shall be made immediately through the appropriate channels to the appropriate Battalion Chief and/or Duty Chief, followed by written documentation of the charges, in accordance with district procedures. All such processes shall comply with established rules, regulations and applicable collective bargaining agreements.

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# Policy Manual

## 102.1 PURPOSE AND SCOPE

Best Practice **MODIFIED**

The Policy Manual of the American Canyon Fire Protection District is hereby established and shall be referred to as the "Policy Manual." The Policy Manual is a statement of the current policies, rules, and guidelines of this district. All district members are expected to conform to the provisions of this Policy Manual. All prior and existing policies, manuals, orders, and regulations that are in conflict with this Policy Manual are revoked, except to the extent that portions of the existing policies, manuals, orders, and other regulations that have not been included herein shall remain in effect where they do not conflict with the provisions of this Policy Manual.

## 102.2 POLICY

Best Practice

Except where otherwise expressly stated, the provisions of this Policy Manual shall be considered guidelines. It is recognized that fire and rescue work is not always predictable, and circumstances may arise that warrant departure from these guidelines.

It is intended that the provisions of this manual be viewed using an objective standard, taking into consideration the sound discretion entrusted to the members of this district under the circumstances reasonably available at the time of any incident.

### 102.2.1 DISCLAIMER

Best Practice

The provisions contained in the Policy Manual are not intended to create an employment contract, nor any employment rights or entitlements. The policies contained within this manual are for the internal use of the American Canyon Fire Protection District and shall not be construed to create a higher standard or duty of care for civil or criminal liability against the District, its officials, or members. Violations of any provision of any policy contained within this manual shall only form the basis for administrative action, training, or discipline. The American Canyon Fire Protection District reserves the right to revise any policy content, in whole or in part.

### 102.2.2 SEVERABILITY

Best Practice

In the event that any term or provision of this Policy Manual is declared illegal, invalid, or unenforceable by any court or any federal or state government agency, the remaining terms and provisions that are not affected shall remain in full force and effect. If any provision of the Policy Manual is found to be in conflict with a local, state, or federal law, District policy, or collective bargaining agreement, such law, District policy, or collective bargaining agreement shall take precedence over that provision of the Policy Manual.

In the event that any of the terms or provisions of the Policy Manual are determined to conflict with any portion of a collective bargaining agreement, the District will seek to resolve the conflict.

## *Policy Manual*

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### **102.3 RESPONSIBILITIES**

**Best Practice**

The responsibility for the contents of this Policy Manual rests with the Fire Chief. Since it is not practical for the Fire Chief to prepare and maintain the Policy Manual, the following delegations have been made:

#### 102.3.1 FIRE CHIEF

**Discretionary**

The Fire Chief shall be considered the ultimate authority for the provisions of this manual and shall continue to issue, as needed, directives that shall modify those provisions of the manual to which they pertain. Any directive so issued shall remain in effect until such time as they may be permanently incorporated into the manual.

#### 102.3.2 STAFF

**Discretionary** **MODIFIED**

Staff shall consist of the following:

- Fire Chief
- Assistant Fire Chief
- Battalion Chief

Staff shall review all recommendations regarding proposed changes to the manual and make recommendations to the Fire Chief on final manual changes.

#### 102.3.3 OTHER PERSONNEL

**Discretionary**

Any member suggesting revision of the contents of the Policy Manual shall forward the suggestion through the chain of command, in writing, to his/her Battalion Chief.

### **102.4 FORMATTING CONVENTIONS FOR THE POLICY MANUAL**

**Best Practice**

The purpose of this section is to provide examples of abbreviations and definitions used in this manual.

#### 102.4.1 ACCEPTABLE ABBREVIATIONS

**Discretionary**

The following abbreviations are acceptable substitutions in the manual:

- Policy Manual sections may be abbreviated as “Section 106.4” or “§ 106.4.”

#### 102.4.2 DEFINITIONS

**Best Practice** **MODIFIED**

The following words and terms shall have these assigned meanings, unless it is apparent from the content that they have a different meaning:

**Adult** - Any person 18 years of age or older.

## *Policy Manual*

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**District** - The District of American Canyon.

**Miscellaneous** - Members and volunteers who are not sworn employees.

**District/ACFPD** - The American Canyon Fire Protection District.

**Employee** - Any person employed by the District.

**Fire Code** - The 2018 edition of the International Fire Code (IFC) (2019 California Fire Code, Title 24, Part 9) as adopted by the State of California and the incorporated California amendments (Health and Safety Code § 18928).

**Firefighter/Sworn, appointed, or elected** - Those members, regardless of rank, who perform fire suppression duties as part of their primary duties as sworn, appointed, or elected members of the American Canyon Fire Protection District.

**Manual** - The American Canyon Fire Protection District Policy Manual.

**May** - Indicates a permissive, discretionary, or conditional action.

**Member** - Any person employed or appointed by the American Canyon Fire Protection District, including:

- Full- and part-time employees
- Sworn or appointed, firefighters
- Reserve firefighters
- Miscellaneous employees
- Volunteers

**On-duty** - Member status during the period when he/she is actually engaged in the performance of his/her assigned duties.

**Order** - A written or verbal instruction issued by a superior.

**Rank** - The job classification title held by a firefighter.

**Shall or will** - Indicates a mandatory action.

**Should** - Indicates a generally required or expected action, absent a rational basis for failing to conform.

**Supervisor** - A person in a position of authority regarding hiring, transfer, suspension, promotion, discharge, assignment, reward, or discipline of other district members, directing the work of other members, or having the authority to adjust grievances. The supervisory exercise of authority may not be merely routine or clerical in nature but requires the use of independent judgment.

The term "supervisor" may also include any person (e.g., firefighter-in-charge, lead, or senior worker) given responsibility for the direction of the work of others without regard to a formal job title, rank, or compensation.

## *Policy Manual*

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### **102.5 DISTRIBUTION OF THE POLICY MANUAL**

Best Practice **MODIFIED**

An electronic version of the Policy Manual will be made available on the district network for access by all employees. The electronic version will be limited to viewing and printing specific chapters or sections. No changes shall be made to the electronic version without authorization from the Fire Chief or the authorized designee.

### **102.6 POLICY MANUAL ACCEPTANCE**

Best Practice

As a condition of employment, all members are required to read and obtain necessary clarification of this Policy Manual. All are required to sign a statement of receipt acknowledging that they have received a copy or have been provided access to the Policy Manual and understand that they are responsible to read and become familiar with its content.

### **102.7 REVISIONS TO POLICIES**

Best Practice **MODIFIED**

All revisions to the Policy Manual will be provided to each member on or before the date the policy becomes effective. Each member will be required to acknowledge that he/she has reviewed the revisions and shall seek clarification from an appropriate supervisor as needed.

All members are responsible for keeping informed of all Policy Manual revisions.

Each Supervisor/manager will ensure that members under his/her command are aware of any Policy Manual revision.

All district members suggesting revision of the contents of the Policy Manual shall forward their written suggestions to their supervisors, who will consider the recommendations and forward them to the command staff as appropriate.

## Organizational Structure

### 200.1 PURPOSE AND SCOPE

Discretionary

The purpose of this policy is to establish the organizational structure of the American Canyon Fire Protection District. This policy also provides guidance regarding the district's reporting process through the chain of command.

### 200.2 POLICY

Discretionary

It is the policy of the American Canyon Fire Protection District to organize its resources in a manner that allows for effective and efficient service delivery to the public. To ensure effective organizational communication, members should generally adhere to the established chain of command unless there is a good faith and reasonable basis for utilizing an alternate channel of communication.

### 200.3 DIVISIONS

Discretionary

The Fire Chief is responsible for managing the American Canyon Fire Protection District. The following divisions make up the American Canyon Fire Protection District:

- Administration Division
- Fire Operations Division
- Fire Prevention Division

#### 200.3.1 ADMINISTRATION DIVISION

Discretionary **MODIFIED**

The Administration Division is lead by the Fire Executive Assistant (Office Manager) and provides administrative support to the Fire Chief, prepares and coordinates the district budget; acts as liaison with the Fire Chief regarding recruitment, promotion and performance appraisals; and payroll functions; and reviews, prepares staff reports to the district, the District staff and District officials.

It is the responsibility of the Fire Executive Assistant (Office Manager) to prepare and maintain a current organizational chart.

#### 200.3.2 FIRE OPERATIONS DIVISION

Discretionary **MODIFIED**

The Fire Operations Division is directed by a Assistant Fire Chief. The Fire Operations Division responds to all fire, rescue and medical aid calls for service; manages major disaster responses; and staffs engine companies and truck companies.

The Fire Operations Assistant Chief may also act as the Liaison to the fire Dispatch.

# American Canyon Fire Protection District

## Policy Manual

### *Organizational Structure*

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#### 200.3.3 FIRE PREVENTION DIVISION

**Discretionary** **MODIFIED**

The Fire Prevention Division is a contracted service directed by the Fire Chief.

The Fire Prevention Division performs inspections of businesses and occupancies as mandated by applicable law.

#### 200.4 UNITY OF COMMAND

**Best Practice**

The principles of unity of command ensure efficient supervision and control within the District. Generally, each member is accountable to a single supervisor at any time for a given assignment or responsibility. Except where specifically delegated or where authority exists by virtue of policy or a special assignment (e.g., emergency incidents), any supervisor may temporarily direct any subordinate if an operational need exists.

#### 200.5 CHAIN OF COMMAND

**Best Practice**

Respect for rank is essential for administrative and operational efficiency. All members of the American Canyon Fire Protection District shall adhere to the chain of command. All members shall be thoroughly familiar with the Incident Command System (ICS) and operate within its parameters throughout the duration of all emergency incidents.

A supervising or commanding officer will be identified for each district member. This supervisor/commanding officer is the first step in the organizational chain of command, followed by the next level of commanding officer as set forth in the district's organizational structure. In the event that no supervisory officer is available, rank will be determined by seniority in rank.

Members of the American Canyon Fire Protection District shall generally conduct district business through the established chain of command. Members shall consult with and report to their commanding officer/supervisor when making recommendations for changes, alterations or improvements concerning district matters. Members shall forward all reports and recommendations through the chain of command. The submission should include written comments from the member's immediate supervisor to indicate whether he/she approves of the recommendation. No memo or recommendation should be stopped in the chain of command before it reaches its intended destination/officer.

Other than the exceptions set forth below, no member of the American Canyon Fire Protection District shall initiate contact with any member of the governing board or with any other local, regional, state or federal official regarding any matter affecting the American Canyon Fire Protection District without having first informed the Fire Chief through the chain of command.

#### 200.6 DIRECTIVES AND ORDERS

**Discretionary**

## *Organizational Structure*

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Members of the American Canyon Fire Protection District shall make a good faith and reasonable effort to comply with lawful orders of superior officers. Refusal to comply with a lawful order may result in disciplinary action.

### **200.7 ALTERNATE CHANNELS OF COMMUNICATION**

**Best Practice**

All members shall endeavor to keep their supervisors informed of any matters that may affect the safety, welfare or operations of the District.

As a general matter, any concern about a workplace situation should first be raised with the member's immediate supervisor. It is recognized, however, that there may be occasions where the use of the normal chain of command may not be appropriate. If an issue is of a personal nature, involves a sensitive matter, is of significant importance to the District or involves other members or supervisors, the member may consult directly with the Assistant Chief, the Fire Chief or a representative of the Fire Chief.

All members are free to make or prepare to make, in good faith, any complaint that identifies ethical or legal violations, including fraud, waste, abuse of authority, gross mismanagement, violations of the law or practices that may pose a threat to health, safety and security without fear of actual or threatened discrimination, retaliation or reprisal. Such complaints may be made to any supervisor or directly to the Fire Chief. Nothing in this policy shall diminish the rights or remedies of a member pursuant to any applicable federal law, provision of the U.S. Constitution, applicable law, ordinance or collective bargaining agreement.

Any form of reprisal or retaliation against any member for making or filing a complaint in good faith or for participating in the investigation of a complaint is prohibited. Any member engaging in any form or type of reprisal or retaliation is subject to discipline.

# Training Policy

## 203.1 PURPOSE AND SCOPE

### Best Practice

It is the policy of this district to administer a training program that will provide for the professional growth and continued development of its members. By doing so, the District will ensure its members possess the knowledge and skills necessary to provide a professional level of service that meets the needs of the community.

## 203.2 POLICY

### Best Practice

The District seeks to provide ongoing training and encourages all members to participate in advanced training and formal education on a continual basis. Training is provided within the confines of funding, the requirements of a given assignment, staffing levels and legal mandates.

Whenever possible, the District will use courses certified by the California Office of the State Fire Marshal (OSFM), the California Fire Service Training and Education System (CFSTES), the U.S. Department of Homeland Security or other accredited entities.

## 203.3 OBJECTIVES

### Discretionary

The objectives of the training program are to:

- (a) Enhance the level of emergency services to the public.
- (b) Increase the technical expertise and overall effectiveness of district members.
- (c) Provide for continued professional development of district members.
- (d) Reduce risk and enhance safety.

## 203.4 TRAINING PLAN

### Discretionary

A training plan will be developed and maintained by the Assistant Fire Chief. It is the responsibility of the Assistant Fire Chief to maintain, review and update the training plan on an annual basis, ensuring that all mandated training is achieved. All training records will be maintained in accordance with established records retention schedules.

## 203.5 TRAINING NEEDS ASSESSMENT

### Discretionary

The Assistant Fire Chief will conduct an annual training needs assessment. The needs assessment will be reviewed by command staff. Upon approval by the Fire Chief, the needs assessment will form the basis of the training plan for the following year.

## Liability Claims

### 205.1 PURPOSE AND SCOPE

**Best Practice**

This policy provides guidelines for the management of all claims, including personal injury and property loss or damage, filed against the District.

### 205.2 POLICY

**Best Practice**

It is the policy of this district to evaluate and resolve claims in a timely manner, as appropriate.

### 205.3 RESPONSIBILITY

**Best Practice**

The Fire Chief should designate a risk manager to receive, investigate and evaluate any claim for loss or damage received by the District.

Any member of this district who becomes aware of any potential for a claim or lawsuit, or who receives a formal written claim against the District, shall forward the information to the risk manager as soon as practicable.

### 205.4 RESPONSE TO CLAIMS

**State**

The risk manager will investigate all claims for money or damages received and will resolve claims as appropriate and within guidelines approved by the Fire Chief and the district's governing body.

If a claim is deficient or incomplete, the risk manager should notify the claimant within 20 days and specify the defects (Government Code § 910.8).

The risk manager should ensure the claim is accepted or rejected by the district's governing body within 45 days. Notice of acceptance or rejection should be given to the complainant in writing and in compliance with state law. If a claim is rejected because it was filed late, the notice should state that the claim was returned as untimely but that the claimant may apply promptly to the District for a leave to file a late claim (Government Code § 912.4; Government Code § 913; Government Code § 911.3).

The risk manager should ensure an application for permission to file a late claim is acted upon by the district's governing body within 45 days (Government Code § 911.6).



## **TITLE**

Surplus and authorize the disposition of a 2001 Ford F-250.

## **RECOMMENDATION**

Adopt Resolution 2024-02, officially designating the following asset as surplus and authorizing the disposition through methods such as sale and/or public auction: 2001 Ford F-250.

## **CONTACT**

Geoff Belyea, Fire Chief

## **BACKGROUND & ANALYSIS**

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

The 2001 Ford F-250 no longer fulfills the operational needs of the District. This vehicle has been replaced through the Enterprise Master Equity Lease Agreement executed on August 23, 2022, in accordance with Resolution 2022-21.

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

## **FISCAL IMPACT**

The exact financial outcome can only be determined once the asset is sold or disposed of, considering its market value and associated costs. The Ford F-250 will be marketed and sold through Enterprise, with the proceeds from the sales being allocated toward reducing the monthly lease payment for the Enterprise-leased vehicles. This action will result in a reduction of the monthly lease

expenses associated with the Enterprise vehicles.

## **BOARD PRIORITY PROGRAMS AND PROJECTS**

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

## **ENVIRONMENTAL REVIEW**

None

## **ATTACHMENTS:**

[1. Resolution 2024-02](#)

**RESOLUTION NO. 2024-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT DECLARING THE 2001 FORD F-250 AS SUPLUS AND AUTHORIZING THEIR DISPOSAL THROUGH SALE OR PUBLIC AUCTION**

**WHEREAS**, a vehicle replacement program is necessary to ensure that the American Canyon Fire Protection District ("District") maintain a dependable fleet of reliable fire watercraft and vehicles capable of meeting the mission requirements of the District and ensuring the highest standards of safety, operational readiness, functionality, and reliability; and,

**WHEREAS**, the 2001 Ford F-250 has reached the end of its useful life span for the District; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the District Board of Directors herby declares the 2001 Ford F-250 as surplus, and further authorizes the Fire Chief to dispose of the surplus items by sale or public auction consistent with the District's Purchasing Policy and Health and Safety Code section 13861(b).

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 23<sup>rd</sup> day of January 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

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Geoff Belyea, Fire Chief  
Clerk to the Board

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William D. Ross, District Counsel



## **TITLE**

Approval of Term Sheet for initiation of Community Facilities District on portions of Watson Ranch Specific Plan (the "Project").

## **RECOMMENDATION**

Approve by Minute Order, a proposed Term Sheet between the American Canyon Fire Protection District ("District") and American Canyon I, LLC ("AC-1") for imposition of a Community Facilities District ("CFD") on unentitled portions of the Project and authorize the Fire Chief to sign.

## **CONTACT**

William D. Ross, District Counsel  
Geoff Belyea, Fire Chief

## **BACKGROUND & ANALYSIS**

One of the methods that is available to the District as a revenue measure set forth in the Fire Protection District Law of 1987 (Health & Safety Code Section 13800 et seq.) is the authorization of a CFD (Health & Safety Code Section 13912).

The developer of the Project area has agreed to the imposition of a CFD on residential units as planned under the Project. The Term Sheet is the first step in enacting a CFD for specific residential portions of the Project.

## **FISCAL IMPACT**

The fiscal impact would be incremental on the District based on the authorization and completion of residential units in the Project area.

## **BOARD PRIORITY PROGRAMS AND PROJECTS**

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

## **ENVIRONMENTAL REVIEW**

None

## **ATTACHMENTS:**

1. Community Facilities Term Sheet

## TERM SHEET

BETWEEN  
THE AMERICAN CANYON FIRE PROTECTION DISTRICT  
AND  
AMERICAN CANYON I, LLC  
REGARDING THE IMPOSITION OF A COMMUNITY FACILITIES DISTRICT

THIS TERM SHEET (also referred to herein as the “Term Sheet Agreement” and the “Agreement”) is entered into by and between the American Canyon Fire Protection District (“District”), and American Canyon I, LLC, a Delaware Limited Liability Company (“AC-1), establishing the terms and conditions for the imposition of a Community Facilities District on those portions of the Watson Ranch Specific Plan (the “Project”) and are currently not entitled.

This Term Sheet Agreement is entered into on the basis of the foregoing and following facts, understandings and intentions of the Parties. For the purposes of this Term Sheet Agreement, its “Effective Date” shall be January 23, 2024.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other considerations, the value and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. AC-1 is the principal landowner in that area designated as the Watson Ranch Specific Plan in the City of American Canyon;
2. The American Canyon Fire Protection District is a California's Special District which is authorized under the provisions of the Fire Protection District Law of 1987 (Health & Safety Code Section 13800 *et seq.* (the “Fire Act”) and is a successor special district of the City of American Canyon;
3. AC-1 and the District have agreed to implement a Community Facilities District as authorized by the Mello Roos Community Facilities District Act of 1982, commencing with Government Code Section 53311 and Section 138912 of the Fire Act to provide for special tax for the benefit of fire services provided by the District;
4. AC-1 has agreed to the amount of \$150 per residential unit within the portions of the Project for which the CFD would be applied. Consistent with Section 138912 of the Fire Act, the fee would be subject to inflationary adjustment after the initial fiscal year of its imposition; and,
5. The parties will cooperate in formulating the necessary implementing documents to fully implement the provisions of this Term Sheet.

SIGNATURES

<p><b>“District”</b> <b>AMERICAN CANYON FIRE PROTECTION DISTRICT</b></p> <p>By: _____ Geoff Belyea, District Chief</p>	<p><b>“AC-1”</b> <b>AMERICAN CANYON I, LLC</b></p> <p>McGrath Properties American Canyon LLC, its Manager</p> <p>By:  _____ Terrence M. McGrath</p> <p>1.19.2024</p>
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## **TITLE**

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

## **RECOMMENDATION**

Approve the Property Tax Allocation Agreement between the County of Napa and American Canyon Fire Protection District associated with the proposed annexation of the property at 1661 Green Island Road.

## **CONTACT**

Geoff Belyea, Fire Chief

## **BACKGROUND & ANALYSIS**

The American Canyon Fire Protection District (“ACFPD”) initiated proceedings with the Local Area Formation Commission of Napa County (“LAFCO”) to annex a parcel located at 1661 Green Island Road and identified as APN 058-030-041 (“Property”), consisting of about 157 acres currently used primarily for agricultural purposes.

Revenue and Taxation Code section 99 mandates local agencies whose service area or responsibility will be altered by a jurisdictional change to negotiate the amount of property tax revenues to be exchanged between them that is realized from the property proposed to be annexed.

LAFCO cannot approve a proposed annexation until it receives resolutions from the affected local agencies expressing agreement to accept the exchange of property tax revenues.

County and ACFPD staff have reached an agreement on the proposed exchange of property tax revenues realized from the Property.

The Napa County Board of Supervisors approved the following exchange of property tax revenues at the Board of Supervisors Meeting on January 9, 2024. Beginning on the Annexation Effective Date, the ACFPD shall be allocated one hundred percent (100%) of the County’s Structural Fire tax increment as calculated by the Napa County Auditor-Controller (“County Auditor”). Additionally, from the Annexation Effective Date until the Affected Territory, or any portion thereof, is annexed to the City of American Canyon (“City”), the ACFPD shall be allocated ten (10%) percent of the

County's share of the one percent (1%) property tax rate increment from the Affected Territory as calculated by the County Auditor. The calculation example is shown in Exhibit "D."

In the event of annexation to the City, the allocation of property tax revenue to ACFPD shall be adjusted to one hundred percent (100%) of the County's Structural Fire tax increment and five (5%) percent of the County's share of the one percent (1%) property tax rate increment for that portion of the Affected Territory annexed to the City. The five (5%) percent share may be negotiated higher with the agreement of the County and the City. Property tax revenue shall include annual adjustments to account for changes in property value in the Affected Territory consistent with Article XIII A of the California Constitution. This Paragraph 5 shall not be considered as precedent for any other parcel."

The exchange of property tax revenues is conditioned upon the adoption of the resolutions and the proposed property tax allocation agreement by the County and ACFPD agreeing to the exchange of property taxes as provided herein.

## **FISCAL IMPACT**

The financial impact on ACFPD will be influenced by the stability and growth of property values in the annexed area, as well as the broader economic conditions affecting property tax revenues.

- ACFPD will receive one hundred percent (100%) of the County's Structural Fire tax increment from the annexed property, as well as an additional ten percent (10%) of the County's share of the one percent (1%) property tax rate increment until the Affected Territory is annexed to the City of American Canyon.
- If annexation to the City occurs, ACFPD's share will be adjusted to one hundred percent (100%) of the County's Structural Fire tax increment and five percent (5%) of the County's share of the one percent (1%) property tax rate increment for the annexed portion.

## **BOARD PRIORITY PROGRAMS AND PROJECTS**

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

## **ENVIRONMENTAL REVIEW**

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

## **ATTACHMENTS:**

1. [Resolution 2024-03 Tax Sharing Agreement](#)
2. [LAFCO-ACFPD Agreement](#)
3. [Exhibit A Boundary ACFPD](#)
4. [Exhibit B Legal Description of Property](#)
5. [Exhibit C Proposed ACFPD Boundary](#)

6. Exhibit D Calculation

7. Exhibit E Historical Tax Allocation

**RESOLUTION 2024-03**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT APPROVING THE PROPERTY TAX ALLOCATION AGREEMENT WITH NAPA COUNTY REGARDING ADJUSTMENTS IN THE ALLOCATION OF PROPERTY TAXES ASSOCIATED WITH THE PROPOSED ANNEXATION OF PROPERTY AT 1661 GREEN ISLAND ROAD TO THE AMERICAN CANYON FIRE PROTECTION DISTRICT**

**WHEREAS**, the American Canyon Fire Protection District (“ACFPD”) initiated proceedings with the Local Area Formation Commission of Napa County (“LAFCO”) to annex a parcel located at 1661 Green Island Road and identified as APN 058-030-041 (“Property”), consisting of about 157 acres currently used primarily for agricultural purposes; and

**WHEREAS**, Revenue and Taxation Code section 99 requires local agencies whose service area or responsibility will be altered by a jurisdictional change to negotiate the amount of property tax revenues to be exchanged between them that is realized from the property proposed to be annexed; and

**WHEREAS**, LAFCO cannot approve a proposed annexation until it receives resolutions from the affected local agencies expressing agreement to accept the exchange of property tax revenues; and

**WHEREAS**, County and ACFPD staff have agreed to a proposed exchange of property tax revenues realized from the Property;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the American Canyon Protection District, in accordance with the proposed property tax allocation agreement with Napa County, the Board of Directors agree to the following exchange of property tax revenues:

“5. Allocation of Property Taxes. Beginning on the Annexation Effective Date the ACFPD shall be allocated one hundred percent (100%) of the County’s Structural Fire tax increment as calculated by the Napa County Auditor-Controller (“County Auditor”). Beginning on the Annexation Effective Date and continuing until the Affected Territory or any portion thereof is annexed to the City of American Canyon (“City”), if ever, the ACFPD shall also be allocated ten (10%) percent of the County’s share of the one percent (1%) property tax rate increment from the Affected Territory as calculated by the County Auditor. For clarity, an example of this calculation is shown in Exhibit “D.”

If the Affected Territory or any portion thereof is annexed to the City, the allocation of property tax revenue to ACFPD shall be reduced to one hundred percent (100%) of the County’s Structural Fire tax increment and five (5%) percent of the County’s share of the one percent (1%) property tax rate increment for that portion of the Affected Territory annexed to the City, effective upon the effective date of

Annexation to the City. The five (5%) percent share may be negotiated higher with the agreement of the County and the City. Property tax revenue shall include annual adjustments to account for changes in property value in the Affected Territory consistent with Article XIII A of the California Constitution. This Paragraph 5 shall not be considered as precedent for any other parcel.”

**BE IT FURTHER RESOLVED**, that the exchange of property tax revenues is conditioned upon the adoption of the resolutions and the proposed property tax allocation agreement by the County and ACFPD agreeing to the exchange of property taxes as provided herein.

**BE IT FURTHER RESOLVED**, that the Clerk of the Board is directed to forward copies of this resolution to the Napa County Auditor-Controller and to the Executive Officer of LAFCO.

**PASSED, APPROVED AND ADOPTED** this 23rd day of January 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

ATTEST:

APPROVED AS TO FORM:

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**Geoff Belyea**  
**Fire Chief/District Clerk**

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**William D. Ross**  
**District Counsel**  
**American Canyon Fire Protection District**

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

This Property Tax Allocation Agreement (“Agreement”) is entered into and effective \_\_\_\_\_, 2024 (“Effective Date”), between the American Canyon Fire Protection District (“ACFPD”) Subsidiary Special District of the City of American Canyon organized and existing as a California Special District under provisions of the Fire Protection District Law of 1987 (Health & Safety Code Section 13800 *et seq.*) (the, “Fire Law”) and the County of Napa (“County”) with respect to the Annexation of the Green Island Property (“the Property” or “Affected Territory”). ACFPD and County are sometimes collectively referred to as “the Parties” in portions of this Agreement.

**RECITALS**

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

adjustments in the allocation of property taxes whenever a change of organization is proposed.

- H. ACFPD exercises powers and duties as authorized by the Fire Law.
- I. The Affected Territory is not inhabited and consists of the combined boundaries of ACFPD and County. The ACFPD boundary, subject to confirmation by the Local Agency Formation Commission of Napa County, is reflected in **Exhibit C**, attached and incorporated by this reference.
- J. This Agreement is a result of the negotiations between ACFPD and County and is intended to serve as the property tax sharing agreement between them for the Affected Area. The Parties will comply with the technical requirements of Revenue and Taxation Code section 99 and adopt the Agreement consistent with applicable law.

### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Effect of Recitals. The foregoing Recitals are incorporated by this reference into and are a part of this Agreement.
2. Affected Territory. "Affected Territory" shall mean the property owned by Green Island Property, LLC located at 1661 Green Island Road, American Canyon, CA 94503. Assessor's Parcel Number 058-030-041.
3. Property Tax Revenue. The revenue subject to this Agreement shall mean "*ad valorem* property tax revenue," as the phrase is used in Section 25.5(b)(1) of Article XIII of the California Constitution, excluding certain property tax revenue set forth in Revenue and Taxation Code Section 95(c), that is collected from the Affected Territory.
4. Annexation Effective Date. For the purposes of this Agreement, the date to be used for when the tax reallocation to the ACFPD commences, shall be the date upon which this Agreement is recorded with the County Recorder and California State Board of Equalization consistent with applicable law, including but not limited to the Act, but in no event prior to approval of the annexation by LAFCO.
5. Allocation of Property Taxes. Beginning on the Annexation Effective Date, the ACFPD shall be allocated one hundred percent (100%) of the County's Structural Fire tax increment as calculated by the Napa County Auditor-Controller ("County Auditor"). Beginning on the Annexation Effective Date and continuing until the Affected Territory or any portion thereof is annexed to the City of American Canyon ("City"), if ever, the ACFPD shall also be allocated ten (10%) percent of the County's share of the one percent (1%) property tax rate increment from the Affected Territory as calculated by the County Auditor. For clarity, an example of this calculation is shown in Exhibit "D."

If the Affected Territory or any portion thereof is annexed to the City, the allocation of property tax revenue to ACFPD shall be reduced to one hundred percent (100%) of the County's Structural Fire tax increment and five (5%) percent of the County's share of the one percent (1%) property tax rate increment for that portion of the Affected Territory annexed to the City, effective upon the effective date of Annexation to the City. The five (5%) percent share may be negotiated higher with the agreement of the County and the City. Property tax revenue shall include annual adjustments to account for changes in property value in the Affected Territory consistent with Article XIII A of the California Constitution. This Paragraph 5 shall not be considered as precedent for any other parcel.

6. Fire Assessment and Other Revenue. This Agreement only allocates property tax revenues. County special taxes, general taxes, community facilities district taxes, user fees, and any other revenues which may otherwise be levied by the County for fire suppression, prevention and first responder emergency medical services in the Affected Territory may be shared with ACFPD by separate agreement between the parties.
7. Effect of Annexation. Upon the Annexation of the Affected Territory, all Property Taxes shall be allocated consistent with Agreement Section 5 and existing laws, rules, policies, and procedures established in the County, subject to any applicable agreement between the ACFPD and the County.
8. Section 99 Compliance. ACFPD and County agree that this Agreement is intended to satisfy the intent and purpose of Revenue and Taxation Code Section 99.
9. Accounting. ACFPD and County agree that their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. ACFPD and County agree to maintain such records for a possible audit for a minimum of four (4) years from the recording date of this Agreement to allow access to such records for an audit during normal business hours.
10. Termination.
  - (a). Termination Due to Invalidity. Should any material portion of this Agreement be declared invalid or inoperative by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless removal of the invalid portion negates or frustrates the fundamental reasons or tenets of this Agreement.
  - (b). Termination Due to Material Breach: Right to Cure. This Agreement may be terminated by either party for a material breach and a failure to cure that breach within thirty (30) days after receipt of a notice to cure.
  - (c). Termination Due to Change in Law. It is mutually understood and agreed that this Agreement shall terminate immediately and shall be of no further force and effect should substantial substantive changes occur in such statutory scheme or successor statutory schemes (whether by legislative or judicial action) which negate or

frustrate the fundamental reasons or tenets of this Agreement, such termination to be in the entirety. Any party contending this section applies shall give written notice of termination pursuant to this section, which notice shall include an explanation of the reason(s) for such termination.

(d). Termination by Agreement of the Parties. The Agreement may be terminated by written agreement of all Parties.

11. Remedies for Breach of Agreement. In addition to termination of this Agreement for a material breach, the parties may exercise any other remedy available to them at law or in equity, including specific performance, injunctive relief, and writ of mandate.

12. Dispute Resolution.

(a). If any dispute arises regarding the interpretation or application of this Agreement or any determination or calculation thereunder, the Parties agree upon the request of either of them to meet and attempt to resolve the same amicably for a period not to exceed sixty (60) days.

(b). If the dispute is not otherwise resolved, and absent the need for emergency relief or to meet a statute of limitations, the Parties agree to enter into mediation before initiating litigation. The Parties shall mutually agree upon a mediator and each party shall pay one half (1/2) the cost of the mediator and bear their own costs for the mediation. The mediation shall be completed within ninety (90) days of notice of the intent to undergo mediation. If the mediation is not completed within ninety (90) days of notice, a party may initiate litigation. The Parties shall act in good faith and with due diligence to timely complete the mediation.

(c). If litigation is commenced before mediation due to one of the reasons mentioned above, the Parties agree to immediately commence and complete mediation within ninety (90) days of the commencement of litigation as evidenced by the filing in court of a formal complaint, petition, or similar document.

13. Modification. This Agreement may be modified or amended only in writing authorized and executed by ACFPD and County.

14. Enforcement. ACFPD and County each acknowledge that this Agreement cannot bind or limit themselves or each other or their future governing bodies in the exercise of their discretionary legislative power except as the Agreement provides. However, each binds itself that it will insofar as is legally possible, fully carry out the intent and purposes hereof, if necessary, by administrative and ministerial action independent of that legislative power and that this Agreement may be enforced by injunction or mandate or other writ to the full extent allowed by law.

15. Integration. With respect to the subject matter of this Agreement, the Agreement is intended to be an integrated agreement and supersedes any and all previous negotiations proposals, commitments, writings, and understandings of any nature

whatsoever between ACFPD and County as to the allocation of property tax revenue from the Property.

16. Notice. All notices, requests, determinations or other correspondence required or allowed by law or this Agreement to be provided by the parties shall be in writing and shall be deemed given and received when delivered to the recipient by first-class mail (or an equal or better form of delivery) at the following addresses:

<u>County</u>	<u>ACFPD</u>
County Executive Officer	Fire Chief
Napa County	American Canyon Fire Protection District
1195 Third Street, Suite 310	911 Donaldson Way East
Napa, CA 94559	American Canyon, CA 94503

17. Third Parties. This Agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action hereunder for any cause of action whatsoever.
18. Attorney's Fees and Costs. In any action to enforce the provisions of this Agreement or for breach of the Agreement, the prevailing party shall recover from the other party, in addition to any damages, injunctive or other relief, all costs (whether or not allowable as "cost" items by law) reasonably incurred at, before and after trial or on appeal, including without limitation attorneys' and witness (expert and otherwise) fees, deposition costs, copying charges and other expenses.
19. Approval. The parties represent that this Agreement was approved by their respective governing boards at a properly noticed public meeting.
20. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue for actions and proceedings between the parties related to this Agreement shall be in the Northern District of California for any federal action and, as agreed by the parties, in Napa County Superior Court for state actions.
21. Agreement Mutually Drafted. Each party has participated jointly in the drafting of this Agreement, which each party acknowledges is the result of extensive negotiations between the Parties, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party to this Agreement by virtue of the authorship of any of the provisions of this Agreement. The captions and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
22. Indemnification.

(a). ACFPD shall indemnify and hold harmless County and its elected and appointed officials, officers, employees, attorneys, volunteers, and agents from and against any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges (collectively, "Claims") to the extent that such Claims arise out of or were caused by the negligence, gross negligence, or willful misconduct of the ACFPD or from any breach of the Agreement by the ACFPD.

(b). County shall indemnify and hold harmless ACFPD and its elected and appointed officials, officers, employees, attorneys, volunteers, and agents from and against any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges (collectively, "Claims") to the extent that such Claims arise out of or were caused by the negligence, gross negligence, or willful misconduct of County or from any breach of the Agreement by County.

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

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

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

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

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

be perpetually protected from disclosure by the joint defense privilege, as well as by the attorney-client privilege, attorney work-product doctrine, and all other applicable rights or privileges.

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

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

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

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

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

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

Napa County Auditor-Controller  
1195 3<sup>rd</sup> St # B10  
Napa, CA 94559

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

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

IN WITNESS WHEREOF, the parties have entered into this Agreement in Napa County, California.

**AMERICAN CANYON FIRE PROTECTION DISTRICT**

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

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

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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

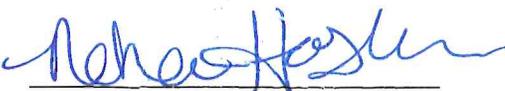
Date: \_\_\_\_\_

**THE COUNTY OF NAPA**

By:   
JOELLE GALLAGHER, Chair  
Board of Supervisors

Date: January 9, 2024

**ATTEST:**

By:   
County Clerk

Date: January 9, 2024

**APPROVED AS TO FORM:**

By: Thomas C. Zeleny  
Thomas Zeleny, Chief Deputy  
County Counsel

Date: December 26, 2023  
PL Doc. No. 91440

APPROVED January 9, 2024  
NAPA COUNTY BOARD OF SUPERVISORS  
CLERK OF THE BOARD  
BY: Paula Lee Cooper, Deputy

# EXHIBIT A

**Current American Canyon Fire Protection District Boundary**

# **EXHIBIT B**

## **Legal Description of Property**

# EXHIBIT C

**Proposed American Canyon Fire Protection District Boundary**

# EXHIBIT D

## Sample Calculation

### Green Island Road No. 3

TRA: 072-001 Tax Year: 2022  
 APN: 058-030-041  
 Owner: Green Island Vineyards

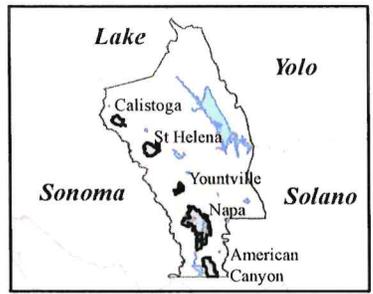
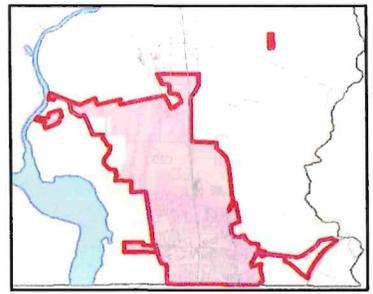
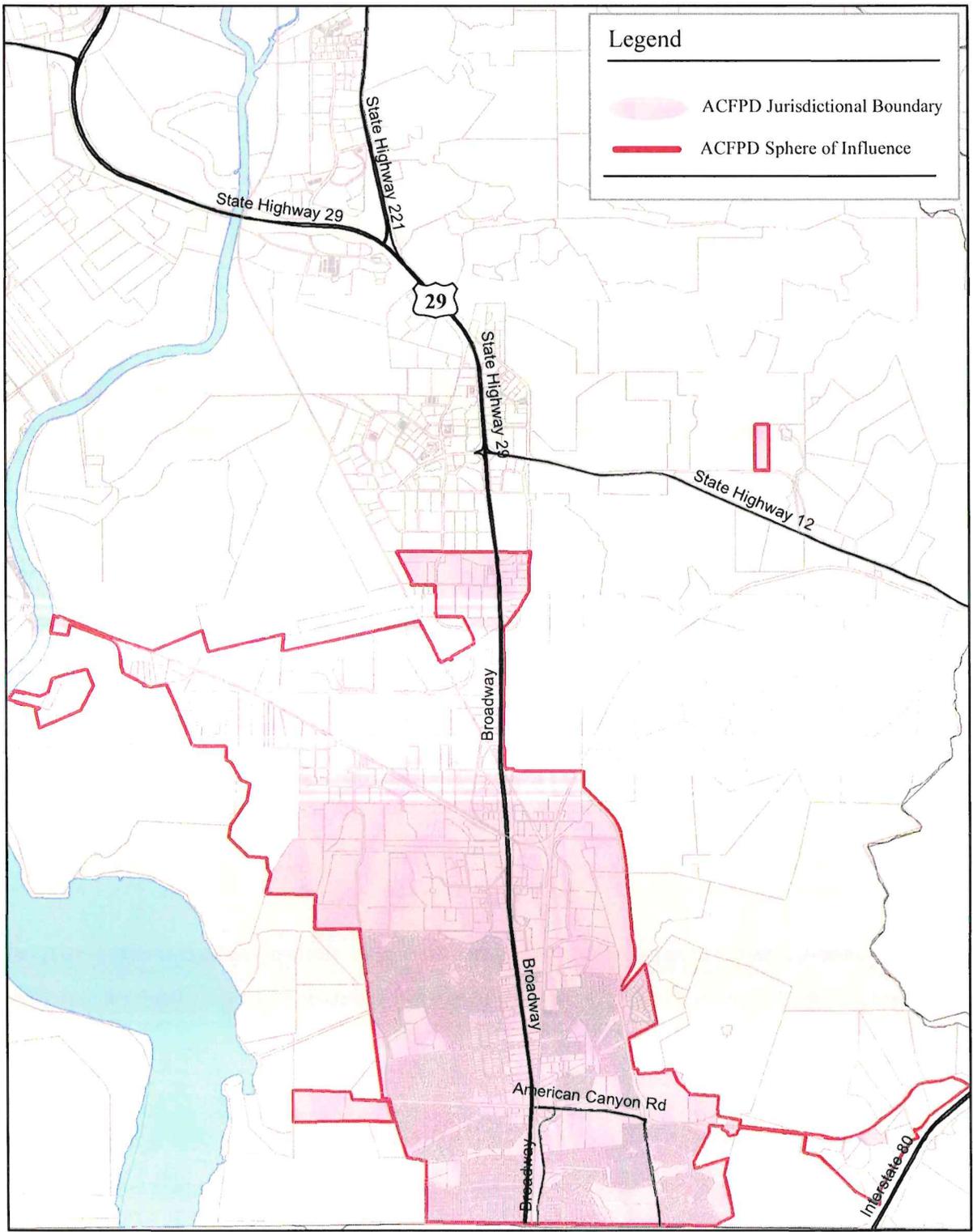
Situs	1661 Green Island Road
Acres	157.15
<b>Assessed Value per Assessor's Office</b> 8/29/2023	
	Land 1,878,503
	Structural 0
	Growing 1,189,656
	Fixed Real Property 158,350
	<u>Total AV 3,226,509</u>
	<b>Estimated Tax</b>
	x 1% <u>32,265.00</u>

Tax Code	Description	Incr Factor	Incr Amount
10000	NAPA COUNTY	0.295651	9,540.00
10800	FIRE NON-STRUCTURAL	0.010405	336.00
11500	LIBRARY COUNTY	0.028392	916.00
15200	FIRE PROTECTION	0.033584	1,084.00
38500	MOSQUITO ABATEMENT	0.003988	129.00
42000	RESOURCE UPKEEP	0.000914	29.00
43100	BAY AREA AIR QUALITY MGMT	0.002699	87.00
45700	NAPA VALLEY UNIFIED SCHOOL	0.514559	16,602.00
46500	NAPA VALLEY COMMUNITY COLLEGE	0.081000	2,613.00
49000	NAPA COUNTY OFFICE OF EDUCATION	0.028808	929.00
49999	E R A F	0.000000	0.00
<b>TRA Totals:</b>		<u>1.000000</u>	<u>32,265.00</u>
	<i>(Rounded)</i>		

100% of County's Structural Fire Tax Increment (Tax Code 15200): \$1,084.00  
 10% of County's Share of 1% Property Tax Rate (Tax Code 10000):  
 $\$9,540.00 \times .10 = \$ 954.00$   
 Total: \$2,038.00

# **EXHIBIT “A”**

# American Canyon Fire Protection District



July 5, 2022  
Prepared by BFI

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

# **EXHIBIT “B”**

5522  
Annex-A  
04-21-2023

EXHIBIT B  
GREEN ISLAND ROAD NO. 4 REORGANIZATION  
ANNEXATION TO AMERICAN CANYON FIRE PROTECTION DISTRICT  
GEOGRAPHICAL DESCRIPTION

All that certain property, situated in a portion of Sections 14, 15, 22, 23, Township 4 North, Range 4 West, M.D.B.&M., in the County of Napa, State of California, described as follows:

**Beginning** at the southwest corner of Green Island Road - State Highway Distinct Annexation as described in a Certificate of Completion recorded November 3, 1988 Book 1618 at Page 603, Official Records of Napa County, State of California

- (1) thence along the boundary of American Canyon Fire District North 88° 58' 55" West 175.95 feet;
- (2) thence South 35° 31' 00" West 770.53 feet;
- (3) thence South 22° 26' 00" West 175.72 feet;
- (4) thence South 35° 27' 40" West 338.11 feet;
- (5) thence South 20° 08' 40" West 132.35 feet;
- (6) thence leaving said Fire District Boundary North 22° 31' 00" West 323.00 feet;
- (7) thence North 1° 22' 00" East 367.65 feet;
- (8) thence North 90° 00' 00" West 651.23 feet;
- (9) thence North 44° 45' 00" West 792.00 feet;
- (10) thence North 10° 00' 00" East 396.00 feet;
- (11) thence North 34° 30' 00" East 858.00 feet;
- (12) thence North 8° 15' 00" East 594.00 feet;
- (13) thence North 64° 15' 00" West 330.00 feet;
- (14) thence North 30° 30' 00" West 660.00 feet;
- (15) thence North 68° 08' 30" West 117.50 feet;
- (16) thence North 0° 02' 09" East 403.39 feet to the southern boundary of Green Island Road being the boundary of American Canyon Fire District;
- (17) thence along the Fire District Boundary South 89° 35' 00" East 2393.99 feet to the northwest corner of Green Island Road #2 District reorigination recorded July 6, 2004 as Series Number 2004-0028396, Napa County Records, State of California;
- (18) thence along the western line of said Green Island Road #2 District reorigination and Green Island Road - State Highway Distinct Annexation South 0° 44' 05" West 2869.22 feet to the **Point of Beginning**.

Containing 157.14 Acres, more or less.

Basis of Bearing being the West line of Parcel 1 as shown on shown on Book 15 of Parcel Maps at Page 20, Napa County Records, being North 0° 44' 05" East.

For assessment purposes only. This legal description of land is Not a legal property description as defined in the Subdivision Map Act and may not be used as a basis for an offer for sale of the land described.



**Preliminary**

04/28/2023 10:23:02 AM

4/28/23



5522  
Annex clos  
04-25-2023

North: 4996.9316' East: 17647.2494'

Segment #1 : Line  
Course: N88°58'55"W Length: 175.97'  
North: 5000.0581' East: 17471.3072'

Segment #2 : Line  
Course: S35°31'00"W Length: 770.53'  
North: 4372.8879' East: 17023.6757'

Segment #3 : Line  
Course: S22°26'00"W Length: 175.72'  
North: 4210.4656' East: 16956.6195'

Segment #4 : Line  
Course: S35°27'40"W Length: 338.11'  
North: 3935.0718' East: 16760.4649'

Segment #5 : Line  
Course: S20°08'40"W Length: 132.35'  
North: 3810.8180' East: 16714.8851'

Segment #6 : Line  
Course: N22°31'00"W Length: 323.00'  
North: 4109.1951' East: 16591.1916'

Segment #7 : Line  
Course: N1°22'00"E Length: 367.65'  
North: 4476.7405' East: 16599.9602'

Segment #8 : Line  
Course: N90°00'00"W Length: 651.23'  
North: 4476.7405' East: 15948.7302'

Segment #9 : Line  
Course: N44°45'00"W Length: 792.00'  
North: 5039.2074' East: 15391.1506'

Segment #10 : Line  
Course: N10°00'00"E Length: 396.00'  
North: 5429.1912' East: 15459.9153'

Segment #11 : Line  
Course: N34°30'00"E Length: 858.00'  
North: 6136.2915' East: 15945.8918'

Segment #12 : Line  
Course: N8°15'00"E Length: 594.00'  
North: 6724.1444' East: 16031.1264'

Segment #13 : Line  
Course: N64°15'00"W Length: 330.00'  
North: 6867.5114' East: 15733.8960'

Segment #14 : Line  
Course: N30°30'00"W Length: 660.00'  
North: 7436.1866' East: 15398.9207'

Segment #15 : Line  
Course: N68°08'30"W Length: 117.50'  
North: 7479.9334' East: 15289.8681'

Segment #16 : Line  
Course: N0°02'09"E Length: 403.39'  
North: 7883.3233' East: 15290.1204'

Segment #17 : Line  
Course: S89°35'00"E Length: 2393.99'  
North: 7865.9139' East: 17684.0471'

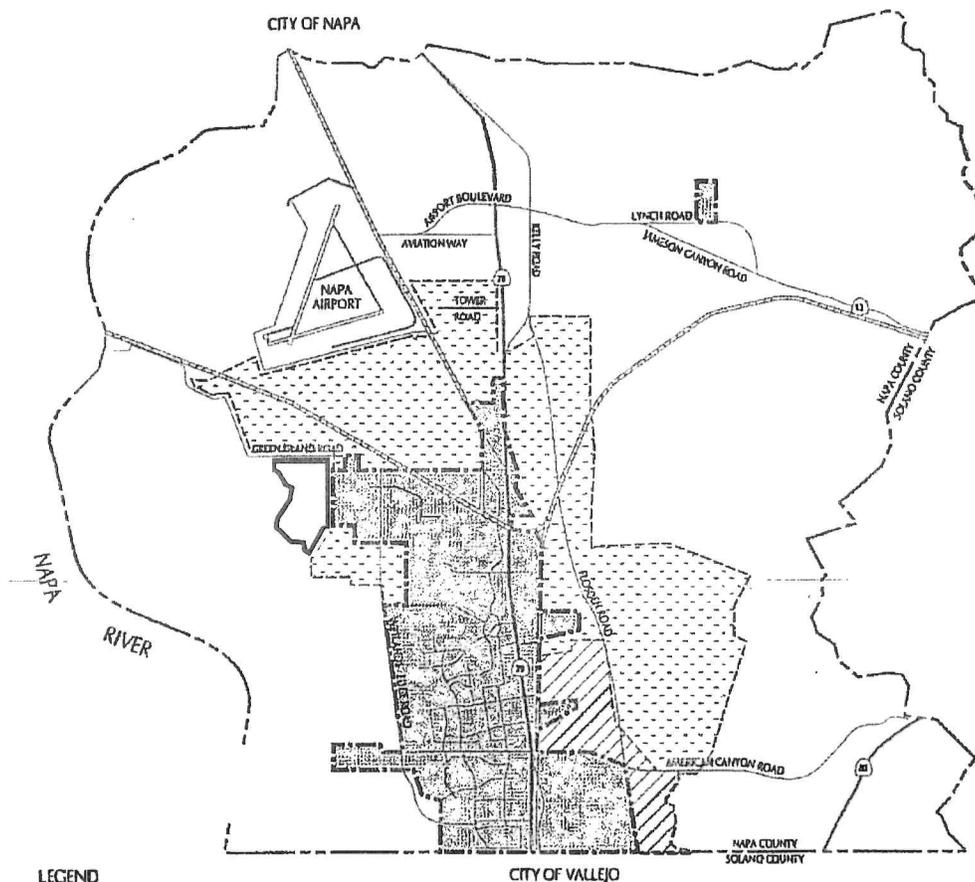
Segment #18 : Line  
Course: S0°44'05"W Length: 2869.22'  
North: 4996.9298' East: 17647.2551'

Perimeter: 12348.66' Area: 6844893.22 Sq. Ft.  
Error Closure: 0.0060 Course: S72°39'28"E  
Error North: -0.00179 East: 0.00574  
Precision 1: 2058110.00

# **EXHIBIT “C”**

# APPENDIX "A" Initiative Area Map

*American Canyon*  
GENERAL PLAN



LEGEND

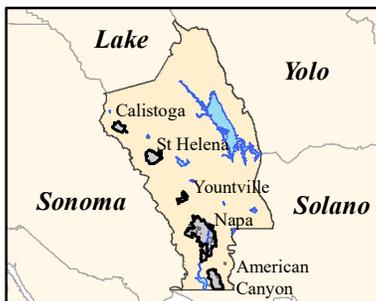
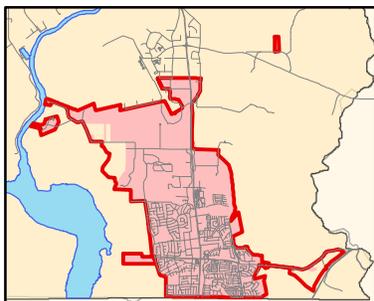
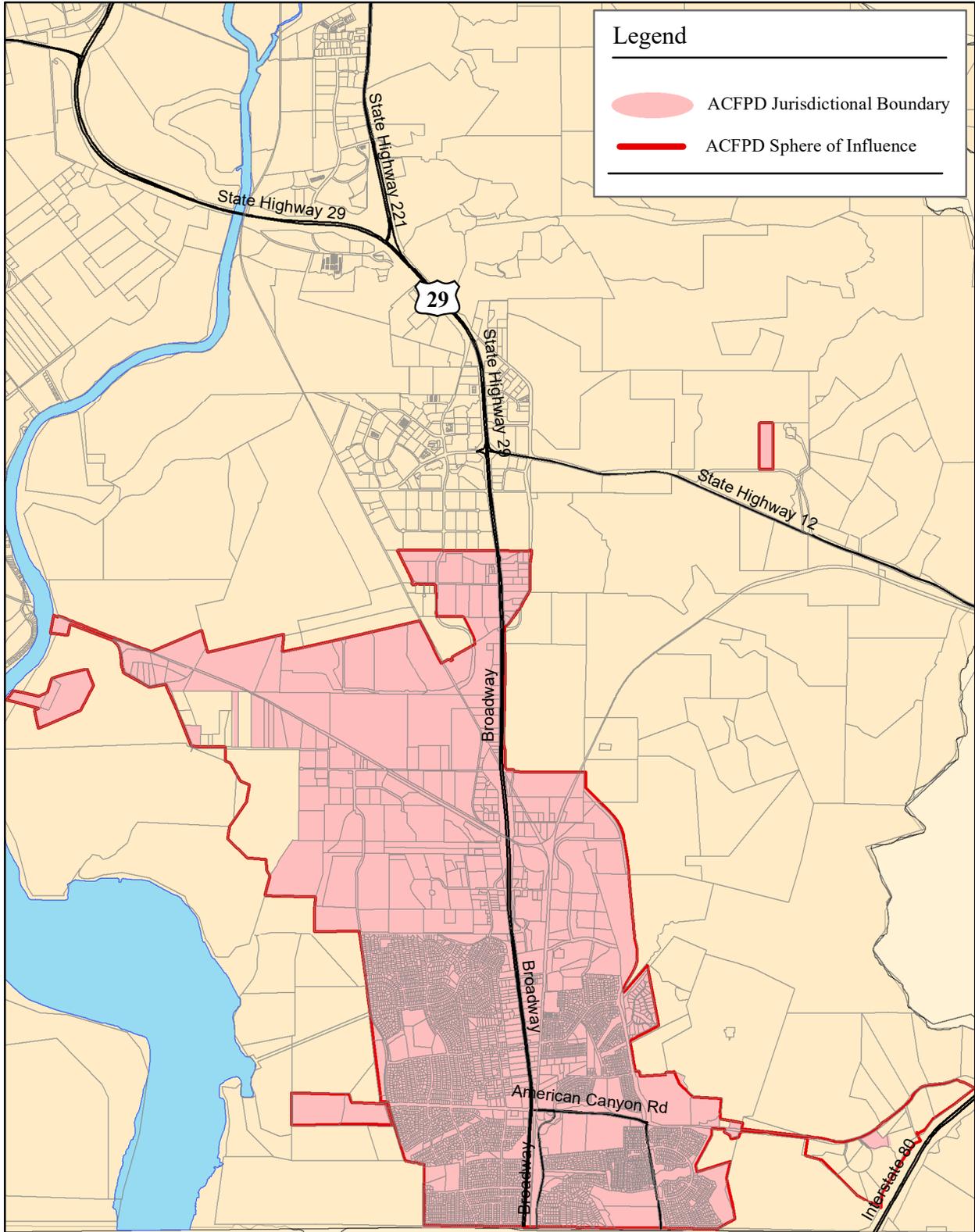
-  Planning Area
-  City of American Canyon
-  Sphere of Influence
-  Proposed City Urban Limit Line

SOURCE: City of American Canyon, 1993

## PLANNING AREA

# **EXHIBIT “A”**

# American Canyon Fire Protection District



July 5, 2022  
Prepared by BF



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

# **EXHIBIT “B”**

EXHIBIT B  
GREEN ISLAND ROAD NO. 4 REORGANIZATION  
ANNEXATION TO AMERICAN CANYON FIRE PROTECTION DISTRICT  
GEOGRAPHICAL DESCRIPTION

All that certain property, situated in a portion of Sections 14, 15, 22, 23, Township 4 North, Range 4 West, M.D.B.&M., in the County of Napa, State of California, described as follows:

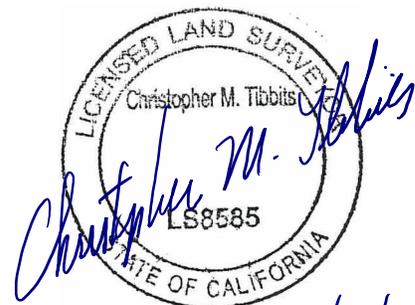
**Beginning** at the southwest corner of Green Island Road - State Highway Distinct Annexation as described in a Certificate of Completion recorded November 3, 1988 Book 1618 at Page 603, Official Records of Napa County, State of California

- (1) thence along the boundary of American Canyon Fire District North 88° 58' 55" West 175.95 feet;
- (2) thence South 35° 31' 00" West 770.53 feet;
- (3) thence South 22° 26' 00" West 175.72 feet;
- (4) thence South 35° 27' 40" West 338.11 feet;
- (5) thence South 20° 08' 40" West 132.35 feet;
- (6) thence leaving said Fire District Boundary North 22° 31' 00" West 323.00 feet;
- (7) thence North 1° 22' 00" East 367.65 feet;
- (8) thence North 90° 00' 00" West 651.23 feet;
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- (10) thence North 10° 00' 00" East 396.00 feet;
- (11) thence North 34° 30' 00" East 858.00 feet;
- (12) thence North 8° 15' 00" East 594.00 feet;
- (13) thence North 64° 15' 00" West 330.00 feet;
- (14) thence North 30° 30' 00" West 660.00 feet;
- (15) thence North 68° 08' 30" West 117.50 feet;
- (16) thence North 0° 02' 09" East 403.39 feet to the southern boundary of Green Island Road being the boundary of American Canyon Fire District;
- (17) thence along the Fire District Boundary South 89° 35' 00" East 2393.99 feet to the northwest corner of Green Island Road #2 District reorigination recorded July 6, 2004 as Series Number 2004-0028396, Napa County Records, State of California;
- (18) thence along the western line of said Green Island Road #2 District reorigination and Green Island Road - State Highway Distinct Annexation South 0° 44' 05" West 2869.22 feet to the **Point of Beginning**.

Containing 157.14 Acres, more or less.

Basis of Bearing being the West line of Parcel 1 as shown on shown on Book 15 of Parcel Maps at Page 20, Napa County Records, being North 0° 44' 05" East.

For assessment purposes only. This legal description of land is Not a legal property description as defined in the Subdivision Map Act and may not be used as a basis for an offer for sale of the land described.

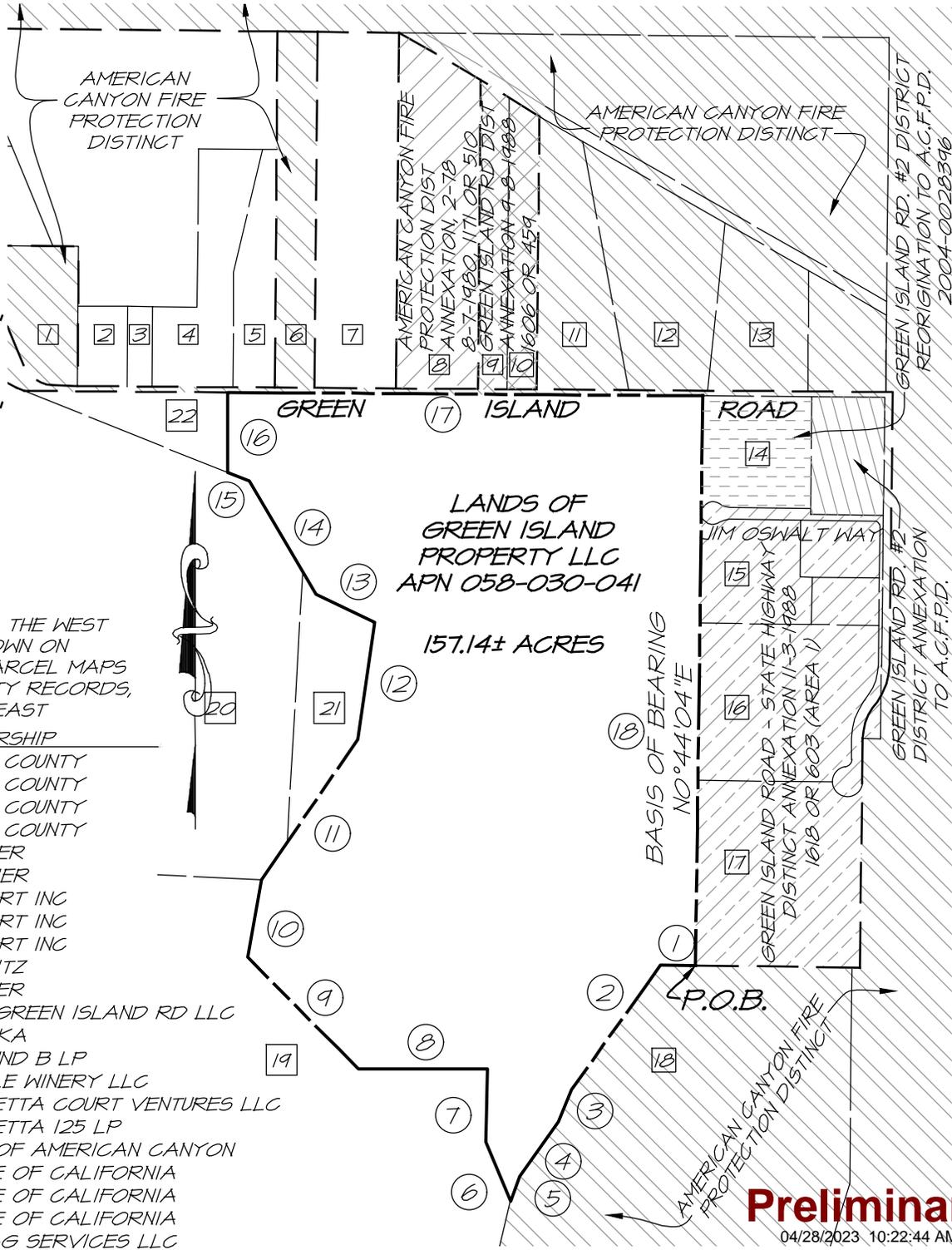


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4/28/23

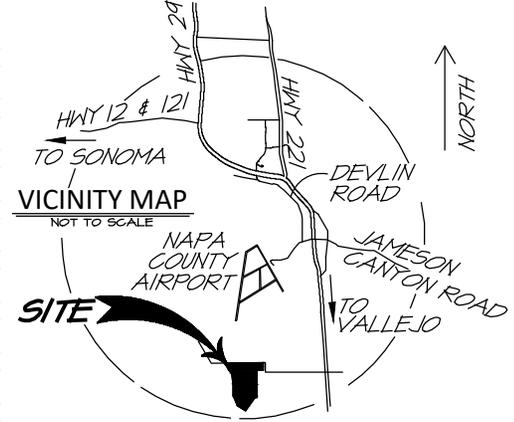
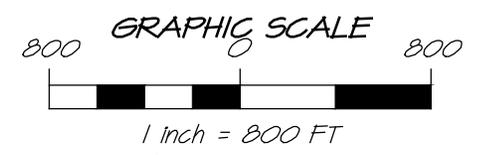
MAP DELINEATING THE BOUNDARY OF  
**GREEN ISLAND ROAD NO. 4**  
**REORGANIZATION**  
**ANNEXATION TO AMERICAN CANYON**  
**FIRE PROTECTION DISTRICT**

- No. BEARING & DISTANCE**
- 1 N88°58'55"W 175.97'
  - 2 S35°31'00"W 110.53'
  - 3 S22°26'00"W 175.72'
  - 4 S35°27'40"W 339.11'
  - 5 S20°08'40"W 132.35'
  - 6 N22°31'00"W 323.00'
  - 7 N1°22'00"E 367.65'
  - 8 N90°00'00"W 651.23'
  - 9 N44°45'00"W 792.00'
  - 10 N10°00'00"E 396.00'
  - 11 N34°30'00"E 858.00'
  - 12 N8°15'00"E 594.00'
  - 13 N64°15'00"W 330.00'
  - 14 N30°30'00"W 660.00'
  - 15 N68°08'30"W 117.50'
  - 16 N0°02'09"E 403.39'
  - 17 S89°35'00"E 2393.99'
  - 18 S0°44'05"W 2869.22'



BASIS OF BEARING BEING THE WEST LINE OF PARCEL 1 AS SHOWN ON SHOWN ON BOOK 15 OF PARCEL MAPS AT PAGE 20, NAPA COUNTY RECORDS, BEING NORTH 0° 44' 05" EAST

No.	APN	OWNERSHIP
1	058-070-013	NAPA COUNTY
2	058-070-014	NAPA COUNTY
3	058-070-015	NAPA COUNTY
4	058-070-026	NAPA COUNTY
5	058-070-027	HACKER
6	058-070-005	FRAZIER
7	058-070-006	COPART INC
8	058-070-019	COPART INC
9	058-070-020	COPART INC
10	058-070-021	SCHMITZ
11	058-070-022	PFISTER
12	058-070-023	1386 GREEN ISLAND RD LLC
13	058-070-024	KOLKKA
14	058-330-018	PW FUND B LP
15	058-030-053	PURPLE WINERY LLC
16	058-030-049	MEZZETTA COURT VENTURES LLC
17	058-030-050	MEZZETTA 125 LP
18	058-030-055	CITY OF AMERICAN CANYON
19	058-020-003	STATE OF CALIFORNIA
20	058-020-001	STATE OF CALIFORNIA
21	058-020-002	STATE OF CALIFORNIA
22	058-030-030	GIG AG SERVICES LLC



LICENSED LAND SURVEYOR  
 Christopher M. Tibbitts  
 LS8585  
 STATE OF CALIFORNIA  
*Christopher M. Tibbitts*  
 4/28/23

BEING A PORTION OF  
 SECTIONS 14, 15, 22, 23,  
 TOWNSHIP 4 NORTH,  
 RANGE 4 WEST, M.D.B. & M.,

**RSA+** 1515 FOURTH STREET  
 NAPA, CALIF. 94559  
 OFFICE | 707 | 252.3301  
 + www.RSACivil.com +

**Preliminary**  
 04/28/2023 10:22:44 AM

5522  
Annex clos  
04-25-2023

North: 4996.9316' East: 17647.2494'

Segment #1 : Line  
Course: N88°58'55"W Length: 175.97'  
North: 5000.0581' East: 17471.3072'

Segment #2 : Line  
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North: 4372.8879' East: 17023.6757'

Segment #3 : Line  
Course: S22°26'00"W Length: 175.72'  
North: 4210.4656' East: 16956.6195'

Segment #4 : Line  
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Segment #7 : Line  
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North: 4476.7405' East: 16599.9602'

Segment #8 : Line  
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North: 4476.7405' East: 15948.7302'

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Segment #16 : Line  
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Segment #17 : Line  
Course: S89°35'00"E Length: 2393.99'  
North: 7865.9139' East: 17684.0471'

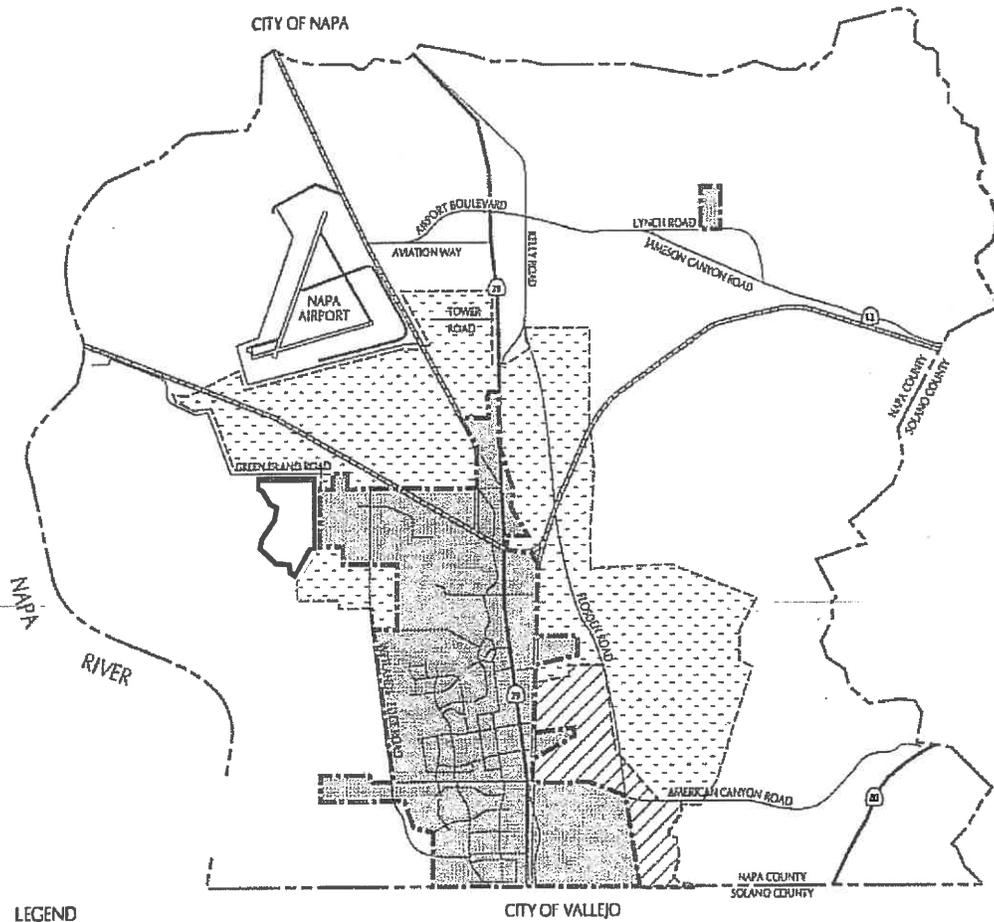
Segment #18 : Line  
Course: S0°44'05"W Length: 2869.22'  
North: 4996.9298' East: 17647.2551'

Perimeter: 12348.66' Area: 6844893.22 Sq. Ft.  
Error Closure: 0.0060 Course: S72°39'28"E  
Error North: -0.00179 East: 0.00574  
Precision 1: 2058110.00

# **EXHIBIT “C”**

# APPENDIX "A" Initiative Area Map

*American Canyon*  
GENERAL PLAN



- LEGEND**
-  Planning Area
  -  City of American Canyon
  -  Sphere of Influence
  -  Proposed City Urban Limit Line

SOURCE: City of American Canyon, 1993

PLANNING AREA

# EXHIBIT D

## Sample Calculation

### Green Island Road No. 3

**TRA:** 072-001                      **Tax Year:** 2022  
**APN:** 058-030-041  
**Owner:** Green Island Vineyards

Situs 1661 Green Island Road  
 Acres 157.15

**Assessed Value per Assessor's Office**  
8/29/2023

Land	1,878,503
Structural	0
Growing	1,189,656
Fixed Real Property	158,350
<b>Total AV</b>	<b>3,226,509</b>

**Estimated Tax**  
**x 1%**                      **32,265.00**

Tax Code	Description	Incr Factor	Incr Amount
10000	NAPA COUNTY	0.295651	9,540.00
10800	FIRE NON-STRUCTURAL	0.010405	336.00
11500	LIBRARY COUNTY	0.028392	916.00
15200	FIRE PROTECTION	0.033584	1,084.00
38500	MOSQUITO ABATEMENT	0.003988	129.00
42000	RESOURCE UPKEEP	0.000914	29.00
43100	BAY AREA AIR QUALITY MGMT	0.002699	87.00
45700	NAPA VALLEY UNIFIED SCHOOL	0.514559	16,602.00
46500	NAPA VALLEY COMMUNITY COLLEGE	0.081000	2,613.00
49000	NAPA COUNTY OFFICE OF EDUCATION	0.028808	929.00
49999	E R A F	0.000000	0.00
<b>TRA Totals:</b>		<b>1.000000</b>	<b>32,265.00</b>
<i>(Rounded)</i>			-

100% of County's Structural Fire Tax Increment (Tax Code 15200):	\$1,084.00
10% of County's Share of 1% Property Tax Rate (Tax Code 10000):	
$\$9,540.00 \times .10 =$	\$ 954.00
<b>Total:</b>	<b>\$2,038.00</b>

Historical Tax Allocation to American Canyon Fire Protection District

Date	Document	Tax Allocation	Property
11/6/1997	American Canyon Reso 97-56	100% of County's Structural Fire tax base	All property annexed to Fire District
6/8/2004	County Reso 04-82	5% of County share of tax increment*	Green Island Road #2
8/17/2004	County Agreement No. 6314**	Structural Fire tax base + 5% of County share	Pending and future annexations to Fire District
5/12/2009	County Reso 09-58	Structural Fire tax base + 5% of County share	Panattoni, Headwaters, and Atkins parcels
6/30/2009	County Reso 09-97	Structural Fire tax base + 5% of County share	Eucalyptus Grove
5/25/2010	County Reso 2010-60	5% of County share of tax increment*	Twon Center – Lower Watson Area
5/23/2012	County Reso 2012-65	Structural Fire tax base + 5% of County share	Railroad Property
8/11/2015	County Reso 2015-104	Structural Fire tax base + 5% of County share	Canyon Estates

\* Structural Fire tax base is not mentioned.

\*\* Master Tax Exchange Agreement



## **TITLE**

Master Plan Update

## **RECOMMENDATION**

Receive and File an Updated Report on the American Canyon Fire Protection District Long Range Master Plan Inclusive of a Center for Public Safety Excellence, 6th Edition Compliant, Community Risk Assessment: Standards of Cover Report, that was approved by the Board of Directors on October 25, 2022.ia Environmental Quality Act and has no potential for causing an impact on the environment.

## **CONTACT**

Geoff Belyea, Fire Chief

## **BACKGROUND & ANALYSIS**

### **BACKGROUND AND ISSUES**

The American Canyon Fire Protection retained AP Triton Consulting to conduct a Long-Range Master Plan to establish a foundation for future fire service planning. The 2022 Master Plan is presented in several components outlining the Evaluation of Current Conditions, Support Programs, Community Risk Assessment, Key Findings, and Recommendations.

Triton analyzed the data provided by the American Canyon Fire Protection District (District) and others to determine the current levels of response performance. Triton also identified factors influencing risk and response performance, and identified opportunities for delivery system improvement.

The District would like to present an update on the Long-Range Master Plan. A few items to highlight are as follows:

The Short-Term strategies completed:

- Established a facility life safety inspection program.
- Established a formalized safety committee within the fire district.
- The District Financial and Board Action information is on the website.
- Developed a quality control process for incident reporting.
- Published the Designated Infection Control Officer's Name and contact information on the

website.

- A comprehensive Nexus Study has been conducted for new construction Fees and includes the adoption of new fees.
- Aligned Fire Record Management System (RMS) with our Emergency Health Record (HER) program.

Mid Term Strategies completed:

- Addition of two shift Battalion Chiefs.
- Established a capital improvement and replacement program.
- Recruited additional employees and staff the District's truck company.

Long Term Strategy recommendations will require five or more years to accomplish. Long-term strategies are centered around community growth and related workload and how both impact the future deployment of fire stations and personnel.

- These items fall within a long-term strategic planning framework.

The completed DRAFT Long-Range Master Plan Update is attached for the Board of Directors to review.

## **FISCAL IMPACT**

There is no fiscal impact to receive and file the Master Plan Update.

## **BOARD PRIORITY PROGRAMS AND PROJECTS**

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

## **ENVIRONMENTAL REVIEW**

None

## **ATTACHMENTS:**

1. [MASTER PLAN UPDATE REPORT](#)
2. [Master Plan Update Presentation](#)

# MASTER PLAN Update (DRAFT)



## AMERICAN CANYON FIRE PROTECTION DISTRICT

American Canyon, California

January 2024

## Recommended Short-Term Strategies

The short-term strategies listed are a compilation of the recommendations aimed at improving the current conditions and levels of protection over the next one to three years.

### Recommendation A-1: Establish a facility life safety inspection program.

**Description:** ACFPD should develop a periodic facility life safety inspection program for its facilities. Systems designed to improve employees' safety and health are essential for reducing the number and severity of injuries and health concerns. These systems, such as smoke and carbon monoxide detectors, need ongoing maintenance and evaluation.

#### Update:

1. **Regular Safety Meetings:** We have instituted a bi-monthly safety meeting protocol. These sessions serve as a vital platform for providing safety information, addressing concerns, and fostering a culture of awareness among our team members.
2. **Work Order System Enhancement:** To streamline the inspection and repair process, we have successfully implemented a state-of-the-art work order system, Check-It. This system not only expedites the identification of safety issues but also ensures prompt repairs through automated notifications to project managers.
3. **Reduction in Redundancy:** Utilizing the Check-It Program, we have substantially streamlined our safety inspection procedures, enhancing efficiency.
4. **Historical Records Maintenance:** Check-It has proven invaluable in maintaining comprehensive historical records. This not only aids in the continuous improvement of our safety protocols but also facilitates compliance reporting and audits.
5. **Budget Optimization:** With a clearer understanding of historical safety data and streamlined processes, we can now budget more effectively. This optimization ensures that financial resources are allocated where they are most needed, maximizing the impact of our safety initiatives.

### Recommendation A-2: Consider hiring three shift Battalion Chiefs.

**Description:** ACFPD does not provide mid-management (Battalion Chief) support on a 24- hour basis providing a higher level of supervision. With the current staffing levels, the need for increased staffing, the delegation of key responsibilities, documented current and projected future risk, and projected growth of the district, a greater emphasis is being placed on day-to-day operations due to increased call volume, resource management, training requirements, and mutual/automatic-aid activities.

**Update:**

Following the Board of Directors' approval, the District initiated a recruitment process resulting in the hiring of two Battalion Chiefs. Both individuals were internal candidates and commenced their new roles in May 2023. This decision aligns with our commitment to enhancing leadership and ensuring the safety and efficiency of our operations. It is anticipated that the District intends to hire the third Battalion Chief in Fiscal Year 24-25.

1. **Board Approval:** The Board of Directors approved the hiring of two Battalion Chiefs, a crucial move towards strengthening our leadership structure.
2. **Strategic Decision:** While the initial recommendation suggested three Battalion Chiefs, the approved decision reflects a strategic approach that balances operational needs with fiscal responsibility. This measured decision ensures that we augment our leadership capabilities while maintaining financial prudence.

**Benefits Anticipated:**

1. **Enhanced Supervision:** The addition of Battalion Chiefs will enhance supervision across shifts, promoting a more robust command structure and improved coordination during critical incidents.
2. **Professional Development:** The new positions will provide opportunities for professional growth within our organization, encouraging skill development and career advancement for deserving individuals from within our ranks.

**Recommendation A-3: Consider adding one administrative support member.**

**Description:** ACFPD administrative staff perform various tasks in support of management and operations. Each administrative staff is capable of multi-tasking. However, they are frequently stretched thin due to the complexity and range of assigned tasks. As the administrative staff increases, the district may wish to consider a formal compensation and classification study.

**Update:**

The District intends to perform a comprehensive study to evaluate the needs and potential growth of our administrative staff. This study aims to provide valuable insights into workload dynamics, task complexity, and potential areas for enhancement within our administrative support structure.

**Study Objectives:**

1. **Workload Assessment:** The study will research the existing workload of our administrative staff, analyzing the complexity and variety of tasks assigned to them. This assessment will help identify areas where additional support may be beneficial.
2. **Task Complexity:** Understanding the intricacies of the tasks performed by our administrative team is crucial. The study will provide a detailed analysis of task complexity, allowing us to

tailor support solutions that align with the specific demands of their roles.

3. **Growth Projections:** Anticipating future demands, the study will project the potential growth of administrative tasks, ensuring that our staffing levels are aligned with the evolving needs of the District.
4. **Compensation and Classification Considerations:** Recognizing the importance of fair compensation, the study will explore the need for a formal compensation and classification assessment. This ensures that our administrative staff is not only adequately supported in their roles but also fairly rewarded for their valuable contributions.

### **Recommendation A-4: Establish a formalized safety committee within the fire district.**

**Description:** ACFPD should establish an internal safety committee as recommended within NFPA 1500: *Fire Department Occupational Safety and Health Program* to help make health and safety activities an integral part of the district's operational plan.

#### **Update:**

The District has established a formalized safety committee. Our commitment to the safety and well-being of our staff has driven strategic initiatives aimed at enhancing both physical and mental health.

1. **Grant Acquisition for PPE:** The District has successfully applied for and received a grant dedicated to providing Personal Protective Equipment (PPE) to our entire staff. This grant ensures that our personnel will have access to standardized and high-quality PPE, promoting a consistent and elevated level of safety across all operations.
2. **Mental Health Support Contract:** In recognition of the critical importance of mental health, the District has taken proactive steps to address this aspect of well-being. We have signed a contract with Restoration Family Counseling in Vacaville, an agency specializing in mental health support. This initiative aims to provide our staff with access to professional mental health resources when needed, fostering a supportive and resilient work environment.
3. **Equal Representation in Safety Committee:** To ensure the effectiveness and inclusivity of our safety initiatives, the District is actively working toward equal representation from various levels of our workforce, promoting collaboration and diverse perspectives in the decision-making process.

### **Recommendation A-5: Repair or replace the apron and sidewalk in front of Station 211.**

**Description:** The area in front of Station 211 is in immediate need of replacement. For the safety of the crews and the public, the district and City should work to replace the apron and sidewalk in front of the station.

#### **Update:**

As of now, the repair or replacement of the apron and sidewalk in front of Station 211 has not been initiated. However, the District recognizes the urgency and importance of this matter and has committed to looking into it.

### **Recommendation A-6: Consider including the City's fiscal and budgetary policies within the district's annually adopted budget.**

**Description:** The fiscal and budgetary policies of the City also apply to the district. Since the City Council, which also serves as the district's governing Board, annually reviews and approves the fiscal and budgetary policies as part of the City's operating budget, it is recommended that the district incorporate the policies into its budget adoption as well. Considering the district budget is approved after the City's, there is an opportunity to include the policies.

#### **Update:**

As of now, the District has not included the City's fiscal and budgetary policies within the District's annual adopted budget.

### **Recommendation A-7: Consider enhancing the financial and Board action information available on the district's website.**

**Description:** Much of this report's fiscal and Board action information could not be obtained from the district's website. Specifically, the salary schedule, fee schedule, and Board meeting agenda packets would benefit the public. Access to the Board actions, such as approved resolutions, would also be desirable.

As a CalPERS agency, the district must have a publicly available pay schedule. Publicly available is defined as "posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or on the employer's website."

#### **Update:**

The salary schedule and board meeting agenda packets are accessible on the website.

1. **Website Redesign Initiative:** Acknowledging the need for continuous improvement, the City and District are currently undergoing a comprehensive website redesign. This redesign is strategically aimed at making information more accessible and user-friendly for the public.
2. **Collaboration with Web Designer:** We are actively collaborating with a web designer to ensure that the redesigned website not only meets but exceeds industry standards for transparency and accessibility.
3. **Separate Fire Pages:** As part of our commitment to enhancing online resources, separate

fire pages are scheduled to roll out in the next fiscal year. These pages will provide specialized content and a more streamlined interface for information related to fire department operations

### **Recommendation A-8: Develop a quality control process for incident reporting.**

**Description:** The process of reviewing completed incident reports provides ACFPD with a method to ensure data entry is correct for future analysis. A review of incident data found incorrect coding for Automatic Aid Given and Mutual Aid Given. Automatic Aid and Mutual Aid should only be coded when ACFPD arrives on the scene and another fire department has arrived. Fire loss data was not entered for 2019–2021.

#### **Update:**

The District has made significant advancement in our efforts to improve incident reporting with the recent acquisition of the ESO records management system. This state-of-the-art system is poised to revolutionize our data collection processes, ensuring accuracy, efficiency, and comprehensive reporting capabilities.

1. **ESO Records Management System Purchase:** The District has invested in the ESO records management system, a cutting-edge solution designed to streamline incident reporting and enhance data collection processes.
2. **Improved Incident Data Accuracy:** The implementation of ESO provides a modern and user-friendly platform that significantly reduces the likelihood of coding errors and omissions during incident reporting. This ensures that incident data, including coding for Automatic Aid Given, Mutual Aid Given, and fire loss data, is captured accurately and comprehensively.
3. **Real-time Reporting Capabilities:** ESO offers real-time reporting features, allowing for immediate access to incident data. This enables timely reviews and corrective actions, contributing to the overall improvement of data quality.

#### **Training and Transition:**

1. **Personnel Training:** To maximize the benefits of the new system, the District is prioritizing comprehensive training sessions for personnel responsible for incident reporting. This includes guidance on utilizing ESO's features for accurate and standardized data entry.
2. **Seamless Integration:** The transition to the ESO records management system is carefully planned to ensure a seamless integration with existing processes. This includes the transfer of historical incident data to maintain continuity in reporting.

### **Recommendation A-9: Complete a National Fire Incident Reporting system training class.**

**Description:** During data review, incorrect coding and lack of data entry were discovered. The lack of accurate data does not allow for good decision-making if incident reporting is not completed with the correct information.

**Update:**

1. **ESO Records Management System Implementation:** The recent acquisition of the ESO records management system has significantly improved our incident reporting capabilities. ESO's advanced features and user-friendly interface contribute to the accuracy and completeness of incident data.
2. **Streamlined Reporting Processes:** ESO not only addresses the issues identified in Recommendation A-9 but also streamlines the overall reporting process. This modern system reduces the likelihood of incorrect coding and enhances data entry procedures.

**Recommendation A-10: Develop an expanded Community Risk Reduction Program (CRR).**

**Description:** Implementation of a District-wide CRR program can enhance community involvement and develop programs to reduce or mitigate risks.

**Update:**

1. **Partnership with the City of AC and Fire Wise:** The District has formed a strategic partnership with the City of American Canyon (AC) and Fire Wise. This collaboration is instrumental in aligning our efforts and resources to enhance community risk reduction strategies.
2. **Fuel Reduction in Industrial Park – Eucalyptus Grove Area:** A targeted initiative to reduce fuels in the industrial park, particularly the Eucalyptus grove area, is underway. Our focus includes not only physical fuel reduction but also the development of educational materials to raise awareness about the project's significance.
3. **Educational Materials and Trend Tracking:** We are actively working on developing educational materials to inform the public about the importance of fuel reduction efforts. Additionally, tracking trends related to community risks allows us to tailor our educational programs effectively.

**Public Engagement and Townhall Meeting Style Events:**

1. **In-Person Events for Public Education:** Recognizing the importance of direct community engagement, we are exploring the possibility of hosting in-person events, possibly in a townhall meeting style. This format provides an excellent platform to present information, address questions, and foster community dialogue.
2. **Pre-Project Townhall Meeting:** Prior to the commencement of the fuel reduction project in the highly visible Wetlands Edge Park, we are considering hosting a townhall meeting. This event will serve as an opportunity to educate the public on the project's importance, objectives, and the broader scope of the CRR program.

3. **Leveraging Partnerships:** Considering your connection with the American Canyon Parks Foundation, we see great potential in involving them in our outreach efforts. Collaborating with this organization can bring additional expertise and community connections to amplify the impact of our educational initiatives.

### **Recommendations A-11: Publish the Designated Infection Control Officer's name and contact information on the city website.**

**Description:** ACFPD does not display any DICO information on the fire department website.

**Update:**

Completed

### **Recommendation A-12: Align fire documentation with EMS documentation utilizing the ESO Fire Records Management System.**

**Description:** ACFPD currently documents EMS incidents in the ESO electronic health record system, and fire data is collected in a different format. These practices require that fire department personnel enter data twice for all emergency medical services incidents.

**Update:**

1. **Utilization of ESO Fire Records Management System:** The District is actively implementing the ESO Fire Records Management System to consolidate and align fire documentation with EMS documentation. Expected launch date: January 1, 2024.
2. **Unified Documentation Format:** Expected launch date of January 1, 2024. When ESO is launched, the ESO system and fire and EMS incidents are expected to be documented in a unified format.

### **Recommendation A-13: Upgrade the Lucas devices to the same version for consistency and integration.**

**Description:** ACFPD currently deploys one Lucas 3 device and two Lucas 1 devices. These are used to perform mechanical compressions during a cardiac arrest. This high-stress scenario requires fast, precise skills to ensure chest compressions are done correctly. Different types of equipment could potentially lead to less efficient practices and errors.

**Update:**

While the District applied for a grant to support this recommendation, unfortunately, the grant was not awarded. However, we remain committed to exploring alternative funding avenues to ensure the upgrade of Lucas devices.

## Recommendation A-14: Review Existing Fee Schedule

**Description:** ACFPD currently has a mitigation fee schedule for new construction, plan reviews, operational permits, and inspections that needs reviewing.

### Update:

1. **Nexus Study for New Construction Fees:** In response to the recommendation, the District has conducted a comprehensive Nexus Study specifically for new construction fees. The outcomes of this study includes the adoption of new fees, aligning with current industry standards and the unique needs of our community.
2. **Review of Plan Reviews, Inspections, and Operational Permits:** While a formal Nexus Study has not been conducted for plan reviews, inspections, and operational permits, the District has undertaken an internal review of these fees. This internal assessment aims to ensure that the fee structure is fair, reflective of the services provided, and in line with the cost of delivering these essential services.

Recognizing the importance of a thorough and formal analysis, the District is committed to conducting a Nexus Study for plan reviews, inspections, and operational permits. This study will provide a comprehensive understanding of the cost structure and revenue implications associated with these services.

## Recommended Mid-Term Strategies

The mid-term strategies are progressive enhancements of the current conditions. Many will likely require three to five years to accomplish.

### Recommendation B-1: Establish a capital improvement and replacement program.

**Description:** ACFPD should work to develop, adopt, and fund a facilities capital improvement and replacement program. Each capital system should be identified and put on a repair and replacement schedule. Each building should continue to be evaluated for its ability to meet the agency's needs, and a replacement schedule should be negotiated years in advance.

### Update:

1. **Capital Improvement and Replacement Program Established:** The District has successfully developed and funded a comprehensive capital improvement and replacement program. This program encompasses a systematic approach to identify, evaluate, and prioritize capital systems within our facilities.
2. **Finance Subcommittee Review:** The proposed plan has undergone a thorough review by the Finance Subcommittee, where detailed discussions and assessments were conducted to ensure the strategic alignment of the program with the agency's goals and financial considerations.

**Upcoming Approval Process:**

1. **Mid-Year Budget Approval:** The capital improvement and replacement programs are slated to be presented to the Board for approval during the mid-year budget session. This crucial step in the approval process signifies the commitment of the District to formally integrate the program into our ongoing budgetary and strategic planning.
2. **Board Consideration and Approval:** The Board's consideration and subsequent approval of the program will mark a significant milestone in the formal adoption of a structured approach to managing the lifecycle of our facilities. This approval underscores our dedication to fiscal responsibility and the sustained functionality of our infrastructure.

**Recommendation B-2: Recruit additional staff and staff the district's truck company.**

**Description:** The district's risk and level of development are beginning to exceed the expectations of cross-staffing the truck company. Additional personnel should be recruited that will facilitate staffing the truck company 24/7.

**Update:**

This recommendation is a future opportunity for the District. As the community grows the District may hold strategic planning sessions and review the budget to reassess its staffing requirements. The decision to recruit additional staff and staff the truck company will be revisited as conditions evolve.

**Recommendation B-3: Determine a new site for Station 211 and initiate the process of designing a new fire station facility to maintain a high degree of safety, efficiency, long-term sustainability, and effectiveness.**

**Description:** The current location of the Station is less than half a mile from Station 11. The station also does not meet the community's or modern fire station's needs. ACFPD should identify a site for a new station and start planning for purchase and construction.

**Update:**

1. **Site Identification in Progress:** The Fire Chief is actively engaged in the process of identifying a suitable property for the new Station 211. This involves a meticulous assessment of potential locations to ensure they align with community needs, response requirements, and the long-term vision of ACFPD.
2. **Collaboration with Financial Consultant:** Recognizing the fiscal implications of such a significant undertaking, the Fire Chief is closely collaborating with the District's Financial Consultant. This partnership is integral to identifying when it is fiscally prudent to begin allocating resources for property identification and subsequent budgeting.

#### **Recommendation B-4: Determine administration staff space needs.**

**Description:** The current Headquarters does not have enough space for existing staff. ACFPD should identify future administration staff size and space needs and work to incorporate administration needs into the future Station 211 plan.

#### **Update:**

While no immediate additional space needs have been identified, the District acknowledges the potential for future growth.

#### **Recommendation B-5: Place greater emphasis upon the quality assurance of time data inputs.**

**Description:** Documentation of events for the fire department is critical that it be correct, especially for those requesting them, such as attorneys, insurance companies, and property owners. In addition, reliable and accurate performance analysis cannot occur without quality control. It is recommended that the officers in charge review and verify the information is complete and correct. If not, return it to the author to correct. In addition, it is recommended that ACFPD meet with the dispatch center to find ways to improve the data entry reflected in the fire records management system. Tracking unit performance is critical to a defensible report of actions in the case of litigation. Additionally, the response time objectives need to be designated as average or industry standard percentiles.

#### **Update:**

Assistant Chief Campbell is collaborating with Napa City Dispatch to address the quality assurance of time and data inputs. This partnership aims to improve the accuracy and completeness of information recorded in the fire records management system.

#### **Recommendation B-6: Consider creating a full-time position for EMS Program Administration.**

**Description:** ACFPD lacks staff that is dedicated to the oversight of Emergency Medical Services programs.

Enhanced management of the EMS programs will allow for improvement to the process of EMS Continuous Quality Improvement (CQI) and the identified necessary continuing education. CQI programs take time and dedicated staff to review patient care, network with hospitals for patient follow-up information, collect system data and provide an educational program to make system improvements.

#### **Update:**

1. **CQI Meetings:** The District has taken proactive steps to enhance the EMS Continuous Quality Improvement (CQI) process. CQI meetings are now held approximately every six weeks, providing a dedicated forum for the review of patient care, networking with hospitals for patient follow-up information, and the collection of system data.
2. **Battalion Chief Involvement:** A Battalion Chief is actively engaged in initiatives to improve the CQI process. This includes identifying opportunities for enhancements and

implementing strategies to streamline the CQI program, ensuring that it effectively contributes to ongoing system improvements.

## Recommended Long-Term Strategies

### Recommendation C-1: Construct a newly relocated Station 211.

**Description:** AP Triton identified the need and a potential location for the relocation of Station 211.

**Update:**

The relocation of Station 211 is within a long-term strategic planning framework.

### Recommendation C-2: Consider adding a training facility within the district.

**Description:** ACFPD should consider the addition of a fire training facility during the construction of a new or relocated fire station, in accordance with NFPA 1402, Guide to Building Fire Service Training Centers.

**Update:**

Adding a training facility is within a long-term strategic planning framework.

January 23, 2024

# Master Plan Update



# RECOMMENDED STRATEGIES

## SHORT TERM

IMPROVING THE CURRENT CONDITIONS AND LEVELS OF PROTECTION OVER THE NEXT ONE TO THREE YEARS

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## MID-TERM STRATEGIES

PROGRESSIVE ENHANCEMENTS OF THE CURRENT CONDITIONS. MAY REQUIRE THREE TO FIVE YEARS TO ACCOMPLISH

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## LONG-TERM STRATEGIES

CENTERED AROUND COMMUNITY GROWTH AND RELATED WORKLOAD AND HOW BOTH IMPACT THE FUTURE DEPLOYMENT OF FIRE STATIONS AND PERSONNEL.

REQUIRES FIVE OR MORE YEARS TO ACCOMPLISH.

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# COMPLETED SHORT TERM STRATEGIES

- 1 Establish a facility life safety inspection program.

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- 2 Establish a formalized safety committee within the fire district

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- 3 The District financial and Board Action information is on the Website

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- 4 Develop a quality control process for incident reporting

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- 5 Publish the Designated Infection Control Officer's Name and contact information on the city website.

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- 6 Align fire documentation with EMS documentation utilizing the ESO Fire Records Management System.

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- 7 Review Existing Fee Schedule- Completed Nexus Study for New Construction.

# IN- PROGRESS SHORT TERM STRATEGIES

- 1 Hired two out of the recommended three Battalion Chiefs.
- 2 Consider adding one administrative support member: A Comprehensive study will be conducted.
- 3 Repair/Replace the apron and sidewalk in front of Station 211.
- 4 Consider including the City's fiscal and budgetary policies within the district's annual adopted budget.
- 5 Complete a National Fire Incident Reporting System Training.
- 6 Develop an expanded Community Risk Reduction Program.
- 7 Upgrade the Lucas devices - The District is seeking Grant Opportunities.
- 8 Review Existing Fee Schedule- Completed Nexus Study for New Construction; will review other fees.

# UPDATE ON MID-TERM STRATEGIES

- 1 Establish a capital improvement and replacement program - **Completed**
- 2 Recruit additional staff and staff the district's truck company -To be completed upon favorable fiscal conditions;
- 3 Determine a new site for Station 211 and initiate the process of designing a new fire station facility to maintain a high degree of safety, efficiency, long-term sustainability, and effectiveness.- **In Progress**
- 4 Determine additional staff space needs.
- 5 Place a greater emphasis upon the quality assurance of time data inputs- **In Progress**
- 6 Consider creating a full-time position for EMS Program Administration- **Enhancements have been made**

# LONG-TERM STRATEGIES

## Falls within a long-term strategic planning framework

- 1 Construct a newly relocated Station 211

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- 2 Consider adding a training facility within the district.

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**THANK YOU!**

Do you have any questions?