



AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD MEETING

AGENDA

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

May 28, 2024

6:30 PM

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

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.

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

5:30 P.M. CLOSED SESSION

- 1. Conference with Legal Counsel - Anticipated Litigation.
Pursuant to Government Code Section 54956.9 (d)(2).
One Matter; and**
- 2. Labor Negotiations - Pursuant to Government Code Section 54957
Negotiator: District Representative Fire District Chief Geoff Belyea
Chief Labor Representative: Local 1186 Designee**

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

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

3. **Report Upon Return from Closed Session of March 26, 2024.**
Recommendation: Approve the Report from Closed Session of March 26, 2024.
4. **Minutes of Fire District Meeting of March 26, 2024.**
Recommendation: Approve the Minutes of the Fire District Meeting of March 26, 2024.
5. **Minutes of Special Fire District Board Meeting of April 23, 2024.**
Recommendation: Approve the Minutes of the Special Fire District Board Meeting of April 23, 2024.
6. **Confirm the appointment of Beth Marcus to the Fire Service Fee Board of Review.**
Recommendation: Confirm the appointment of Beth Marcus to the Fire Service Fee Board of Review.
7. **Water Tender Repairs.**
Recommendation: Approve the proposed Resolution for repairs on the Water Tender in the amount of \$25,946.91.
8. **Settlement Agreement and Release of Claims.**
Recommendation: Approve the Settlement Agreement and Release of Claims between the American Canyon Fire Protection District (the "District") and certain District employees, collectively referred to as "Employees," which seeks to resolve disputes concerning overtime payments and practices at the Fire Academy.
9. **Policies and Procedures.**
Recommendation: Approve the proposed Policies and Procedures for the American Canyon Fire Protection District: Explorer Program, Grocery Shopping On-Duty, Dining Out On-Duty, Administrative Staff Overtime, and Outside Employment.
10. **Annual Mandated Inspections.**
Recommendation: Adopt a Resolution regarding the inspection of certain occupancies for which the American Canyon Fire Protection District is required to perform annual

inspections pursuant to sections 13146.2 and 13146.3 of the California Health and Safety Code.

PUBLIC HEARINGS

None

BUSINESS

11. Capital Improvement Plan.

Recommendation: Receive and File the proposed Capital Improvement Plan (CIP).

FIRE CHIEF ORAL REPORT

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

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

ADJOURNMENT

CERTIFICATION

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

Geoff Belyea, Fire District Chief

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

March 29, 2024

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; March 26, 2024

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 March 26, 2024 Regular Meeting, consistent with Government Code Section 54957.1.

After convening in Open Session at 5:33 p.m. and ascertaining that there were no public comments on matters agendized for Closed Session, your Board adjourned to Closed Session at 5:33p.m. to address the matters agendized for Closed Session consideration.

There were three matters agendized 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 54957
Negotiator: District Representative Fire District Chief Geoff Belyea
Chief Labor Representative: Local 1186 Designee

With respect to the District Closed Session Agenda Item No. 1., there was no reportable

The Honorable Leon Garcia, Chair
and Members of the Fire District Board of Directors
March 29, 2024
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action under the common law attorney-client privilege or under Government Code Section 54956.9(d)(2).

With respect to District Closed Session Agenda Item No. 2., there was no reportable action under the common-law attorney-client privilege or under Government Code Section 54956.9(d)(1).

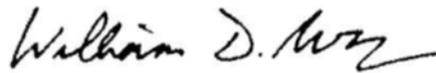
With respect to District Closed Session Agenda Item No. 3., there was no reportable action consistent with the provisions of Government Code Section 54957.

The Closed Session concluded at 5:52 p.m. In Open Session it was indicated that a written report upon return consistent with Government Code Section 54957.1, would be prepared.

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

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

Very truly yours,



William D. Ross
District Counsel

WDR:jf

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

American Canyon Fire Protection District
Board Meeting
ACTION MINUTES
March 25, 2024

6:30 P.M. OPEN SESSION

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Chair Garcia led the Pledge of Allegiance

ROLL CALL

Present: Board Members Mariam Aboudamous, Pierre Washington, Vice-Chair D. Oro, and Chair Leon Garcia

Excused Absence: Board Member Mark Joseph

Chair Garcia that Board Member Joseph has another obligation to fulfill and may join the Board Meeting later.

Board Member Joseph arrived at 7:30 p.m.

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

District Counsel, William D. Ross, provided an oral report on Closed Session. The Board convened in Open Session at 5:33 p.m. After ascertaining that there were no public comments on the matters agendized for Closed Session and adjourned at 5:33 p.m. There were three matters that were agendized. A written report will be provided under Government Code Section 54957.1(B). Closed Session concluded at 5:52 p.m.

PROCLAMATIONS AND PRESENTATIONS

4. Captain Jose Martin 20 years of dedicated service

Chair Garcia announced the proclamation. It was received by Captain Jose Martin.

PUBLIC COMMENT

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

AGENDA CHANGES

None

CONSENT CALENDAR

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

Ayes: Board Members M. Aboudamous, P. Washington, Vice-Chair D. Oro, and Chair L. Garcia

Nays: None

Abstain: None

Absent: Board Member M. Joseph

5. **Minutes of Fire District Board Meeting of February 27, 2024.**
Action: Approved the Minutes of the Fire District Board Meeting of February 27, 2024.
6. **Report Upon Return from Closed Session: February 27, 2024.**
Action: Approved the Report Upon Return from Closed Session for February 27, 2024.
7. **Radio Usage Agreement**
Action: Approved the proposed Radio Usage Agreement between the City of Fairfield, the City of Napa and the American Canyon Fire Protection District.
8. **Approve Policy and Procedures.**
Action: Approved the proposed Policies and Procedures for the American Canyon Fire Protection: Discriminatory Harassment, Personnel Complaints, Personal Projects on Duty, and Lactation Breaks.
9. **Approve Establishing the terms and imposition of a Community Facilities District (“CFD”) on those portions of the Watson Ranch Specific Plan (the “Project”) which are either not currently entitled or described in the Term Sheet.**
Action: Approved the Term Sheet between the American Canyon Fire Protection District (“District”) and American Canyon I, LLC (“AC-1”) for establishing the terms and imposition of a Community Facilities District (“CFD”) on those portions of the Watson Ranch Specific Plan (the “Project”) which are either not currently entitled or described in this Term Sheet.

PUBLIC HEARINGS

None

BUSINESS

Board Member Aboudamous excused herself from the Board Meeting at approximately 6:55 p.m.

10. **Fiscal Year 2023-2024 Mid-Year Budget Review.**
Financial Consultant Ken Campo presented the mid-year budget.

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

Action: Motion to approve Fiscal Year 2023-2024 Mid-Year Budget made by Vice Chair D. Oro and seconded by Board Member Washington, and CARRIED by roll call.

Ayes: Board Member P. Washington, Vice-Chair D. Oro, and Chair L. Garcia
Nays: None
Abstain: None
Absent: Board Members M. Aboudamous and M. Joseph

12. 2023 Annual Report.

Chief Belyea and Fire Executive Assistant/Public Information Officer Laura Provencher presented the Annual Report.

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

Action: Receive and File the American Canyon Fire Protection District 2023 Annual Report made by Vice-Chair D. Oro and seconded by Board Member P. Washington, and CARRIED by roll call.

Ayes: Board Member P. Washington, Vice-Chair D. Oro, and Chair L. Garcia
Nays: None
Abstain: None
Absent: Board Members M. Aboudamous and M. Joseph

FIRE CHIEF ORAL REPORT

Chief Belyea expressed gratitude to the membership for their assistance during the month-long Academy, and he acknowledged Laura and Martha for their contributions to the Annual Report. He also thanked the membership for all the work that they put in for the recent Academy which was a month long. Both engine companies were highly engaged spending a lot of time assisting Chief Campbell with the new recruits.

He noted that there was positive community feedback on the International Women's Month post and apologized for overlooking Beth Marcus and Karina Servente, emphasizing their importance to the ACCERT team.

Chief highlighted a recent Hands Only CPR educational event at American Canyon High School that took place on March 15th in which Captain Pilkington, Probationary Firefighter Billeci, and AMR, taught approximately 500 freshmen. This program is a decade-long effort to foster a strong partnership with the school. This program supports community risk reduction by equipping individuals with life-saving skills until fire crews arrive on scene.

The Chief delivered a presentation at the American Canyon Chamber's State of the City event, focusing on the District's prevention program. This served as a valuable opportunity to strengthen outreach efforts to the business community.

Additionally, Chief announced upcoming events: Assistant Chief Campbell and PIO Provencher will attend the Citizen's Academy on April 5th at the High School for the Seniors to speak about the Fire District and what a career in the Fire District is like, followed by a collaboration with the American Red Cross on April 6th to replace and install smoke alarms and carbon monoxide detectors at Las Casitas mobile home park.

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

Board Member Joseph arrived at 7:30 pm and announced that he just returned from St. Helena’s Council Meeting in support of Measure U, the sales tax initiative that Napa Valley Transportation Authority is promoting. He wanted to thank Captain Martin for his service to the community.

ADJOURNMENT

Meeting was adjourned at 7:33 p.m.

CERTIFICATION

Geoff Belyea,
District Fire Chief/District Clerk

Special American Canyon Fire Protection District
Board Meeting
ACTION MINUTES
April 23, 2024

5:30 P.M. OPEN SESSION

CALL TO ORDER

Chair Garcia called the Meeting to Order at 5:45 p.m.

PLEDGE OF ALLEGIANCE

Chair Garcia led the Pledge of Allegiance

ROLL CALL

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

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

District Counsel, William D. Ross, provided an oral report on Closed Session. The Board convened in Open Session at 5:32 p.m. After ascertaining that there were no public comments on the matters agendized for Closed Session and adjourned at 5:33 p.m. There is reportable action with respect for the one matter agendized, it is an unanimous approval by the Board of settlement in the matter of Lynn Sanchez v Elton Weeks. It will be confirmed in a written report upon Closed Session consistent with the provision of Government Code Section 54957.1(B).

PUBLIC COMMENT

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

AGENDA CHANGES

None

CONSENT CALENDAR

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

Ayes: Board Members M. Aboudamous, M. Joseph, P. Washington, Vice-Chair D. Oro, and Chair L. Garcia

Nays: None

Abstain: None

Absent: None

2. [Ratify Resolution 2023-25.](#)

Action: Ratified Resolution 2023-25; Increase in the final price for the Patrol/Rescue Boat.

ADJOURNMENT

Meeting was adjourned at 5:49 p.m.

CERTIFICATION

Geoff Belyea,
District Fire Chief/District Clerk



TITLE

Confirm the appointment of Beth Marcus to the Fire Service Fee Board of Review.

RECOMMENDATION

Confirm the appointment of Beth Marcus to the Fire Service Fee Board of Review.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

American Canyon Fire Protection District ("District") Ordinance 2013-01, Section 207 "Board of Review" requires that a special fire protection fee Board of Review ("Board") be created. The Board consists of the Chairperson or Vice Chairperson of the District, and two (2) citizens of the District, not otherwise employed by the District and holding no other District office. Each citizen member of the Board shall be appointed by the District Board of Directors for a term of two (2) years. The Board shall hear review and make recommendations as to reasonable interpretations of the provisions of Ordinance 2013-01.

There is currently one vacancy on the Fire Service Fee Board of Review due to the expiration of a two year term. The District accepted applications from March 14, 2024 – April 12, 2024.

One application was received to fill the two year term position. The application was from Beth Marcus. Mrs. Marcus previously served on the Fire Service Fee Board of Review in 2022 and 2023 and is a member of the CERT team and is very active in the community.

FISCAL IMPACT

There is no fiscal impact to the District for making an appointment to the Fire Service Fee Board of Review.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. [Beth Marcus Application](#)



American Canyon Fire Protection District
APPLICATION FOR PUBLIC SERVICE APPOINTMENT
TO A COMMITTEE

Name: Beth Marcus

Address: [REDACTED]

Telephone #: [REDACTED]

E-mail address: [REDACTED]

Cell #: [REDACTED]

Business Name _____

Business Address _____

Position Held _____ Business Phone # _____

How long have you resided in American Canyon: 45 years

Are you a registered voter: yes

Would you be available for meetings in the daytime _____ evenings: X both _____

Please indicate the Commission or Advisory Committee for which you wish to apply:

Fire Service Fee Board

What are your principle areas of interest in our City government:

All areas. I attend all the city meetings, so anything that pertains to our city enhancement or betterment. Primarily interested in elderly/youth.

List education, training or special knowledge which might be relevant to this appointment:

Member of the CERT team. Again, I attend all city meetings, so I am kept informed of most happenings within our community.

Public Service Appointment Application
Page 2

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment

Currently employed at the American Canyon Chamber of Commerce. Member of ACCERT.

Kiwanis Club, and volunteer for anything that is available.

Have you been, or are you now a member of a governmental board, commission, or committee? If so, please provide name and dates service.

Broadway District Plan, Events Committee, American Canyon Citizens Academy, Gateway Award

Winner 2013, Sheriff's Citizens Academy

REMARKS: Please indicate any further information that will be of value regarding your appointment.

I am requesting another two-year term extension. It has been a pleasure to serve on this committee.

Name: Beth Marcus
(Please print)

Date March 14, 2024

Signature

Beth Marcus

THIS APPLICATION WILL BE KEPT ON FILE AND UNDER CONSIDERATION FOR ONE YEAR FROM THE DATE IT IS COMPLETED.

Mdt-3/13/20



TITLE

Water Tender Repairs.

RECOMMENDATION

Approve the proposed Resolution for repairs on the Water Tender in the amount of \$25,946.91.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The International Water Tender owned by the District underwent repairs due to various issues including chassis air leaks affecting four brakes, discharge valve leaks, repair of the cooling system, and replacement of auto eject covers. The total cost of the repair amounted to \$25,946.91.

Per the purchasing policy of the District, any items exceeding \$25,000 require approval from the Board of Directors. Riverview International has been identified as the exclusive dealer and full maintenance company capable of conducting repairs on the water tender within Northern California.

The Water tender plays a critical role in the District's operations related to firefighting and emergency response. Ensuring its optimal functionality is imperative for maintaining the safety and well-being of the community.

Riverview International has been identified as the sole dealer and maintenance provider for the water tender within the Northern California region. Utilizing their services ensures that the repair work is conducted by professionals with expertise in handling the specific make and model of the equipment.

While the repair cost exceeds the threshold requiring Board approval, it is deemed necessary to uphold the integrity and functionality of the water tender. The cost of repair is justified considering the critical role of the equipment in fulfilling the District's responsibilities.

FISCAL IMPACT

The approval of the Resolution will result in an expenditure of \$25,946.91 from the District's budget, which is necessary to maintain the operational readiness of the International Water Tender and ensure continued public safety services.

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 2024-10 Water Tender](#)
- [2. Riverview International Invoice](#)

RESOLUTION NO. 2024-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT APPROVING THE REPAIRS FOR THE WATER TENDER

Whereas, the District's International Water Tender has undergone essential repairs due to identified issues, including chassis air leaks affecting four brakes, discharge valve leaks, repair of the cooling system, and replacement of auto eject covers, totaling \$25,946.91 in expenses; and

Whereas, in accordance with the District's purchasing policy, any items exceeding \$25,000 necessitate approval from the Board of Directors; and

WHEREAS, Riverview International has been recognized as the exclusive dealer and full maintenance company capable of conducting repairs on the water tender within Northern California; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the repair of the International Water Tender by Riverview International at the cost of \$25,946.91; and

FURTHER RESOLVED, that the Board of Directors authorizes the Fire Chief to take all necessary actions to facilitate the repair work.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 28TH day of May 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel

CUSTOMER #: DJ415338
 UNIT# WT11

YOUR REPAIR ORDER NUMBER IS:	317134
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RIVERVIEW INTERNATIONAL TRUCKS, LLC.

2445 Evergreen Avenue, P.O. Box 716
 West Sacramento, CA 95691-0716

(916) 371-3110

AMERICAN CANYON
 911 DONALDSON WAY E
 AMERICAN CANYON, CA 94503
 HOME: CONT:N/A
 BUS: CELL:

INVOICE

DUPLICATE 1
 PAGE 1

SERVICE ADVISOR: 111 Scott Formanek

UNIT	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WT11	13	INTL INTERNATIONAL	1HTWNAZR9DJ415338		11755/11755	T4914
IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	PAYMENT	INV. DATE
30JAN13 DD			23:00 30APR24		CASH	19APR24

R.O. OPENED	CLOSED	OPTIONS:
13:08 21FEB24	14:29 19APR24	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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A CUSTOMER STATES BOTH TANK TO PUMP AIR VALVES DO NOT CLOSE COMPLETELY. STATES THAT VALVES NEED REPAIR OR REPLACEMENT. PLEASE ASSESS AND ADVISE ON REPAIRS NEEDED.

19 ACCESSORIES

- 112 CRT
- 116 CRT
- 127 CRT

2581.25 2581.25

5	SS*818	STAINLESS HARDWEAR			3.00	2.03	10.15
1	6YLV9*105855	MOLDING			59.34	40.05	40.05
1	3626607C1	STRAP CABLE LOCK 250LB 20INBLK			7.49	6.58	6.58
1	PTX82191KK	FLUID SUPER GLUE GEL 3 GM 454			2.65	2.47	2.47
1	20022684*106125	HOSE AND FITTING			306.20	206.69	206.69
2	25896R1	WASHER FLAT .406X.812X.089 PHC			4.92	3.85	7.70
1	3606T36	END BEAD CHAIN			1.28	0.86	0.86
1	PTX80050KK	SEALANT SILICONE 3 OZ TUBE			5.81	5.40	5.40
1	41MC55*106121	CLEVIS PINS			19.78	13.35	13.35
1	41MD20*106121	LARGE CLEVIS PIN KIT			15.12	10.21	10.21
4	561D	BOLT			3.00	2.03	8.12
1	254000033*105866	AIR CLY			833.72	562.76	562.76
1	FRT-IN	FREIGHT			35.00	35.00	35.00

11755 DRAIN AIR SYSTEM. REPLACE TANK TO PUMP ACTUATORS

B CUSTOMER STATES FRONT OF TANK IS LEAKING AND NEEDS SEALED AND TO SECURE HOSE SO IT DOESNT COME LOOSE WITH VIBRATION.

19 ACCESSORIES

- 112 CRT
- 116 CRT
- 128 CRT

3062.50 3062.50

3	HLCT15B	STRAP			7.92	1.19	3.57
2	HL53I	NUT			3.00	2.03	4.06
1	46825K71*105938	ELBOW			12.00	8.10	8.10
1	FRT-IN	FREIGHT			15.00	15.00	15.00



2445 Evergreen Avenue P.O. Box 716
 (916) 371-3110 Parts (916) 371-3115
 WEST SACRAMENTO, CA 95691-0716



MERITOR.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
ADJUSTMENTS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

X

I acknowledge notice and oral approval of an increase in the original estimated price.

EPA# 982312225

CUSTOMER #: DJ415338
 UNIT# WT11

YOUR REPAIR ORDER NUMBER IS:	317134
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RIVERVIEW INTERNATIONAL TRUCKS, LLC.

2445 Evergreen Avenue, P.O. Box 716
 West Sacramento, CA 95691-0716
 (916) 371-3110

AMERICAN CANYON
 911 DONALDSON WAY E
 AMERICAN CANYON, CA 94503
 HOME: CONT:N/A
 BUS: CELL:

INVOICE
 DUPLICATE 1
 PAGE 2

SERVICE ADVISOR: 111 Scott Formanek

UNIT	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN./OUT	TAG
WT11	13	INTL INTERNATIONAL	1HTWNAZR9DJ415338		11755/11755	T4914
IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	PAYMENT	INV. DATE
30JAN13 DD			23:00 30APR24		CASH	19APR24

R.O. OPENED	CLOSED	OPTIONS:
13:08 21FEB24	14:29 19APR24	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
1		4452K617*	106038	ELBOW	308.86	208.48	208.48
1		4830K277*	106038	PIPE	85.24	57.54	57.54
1		FRT-IN		FREIGHT	25.00	25.00	25.00
1		3564940C1		BOLT SEMS M8 X 1.25 X 35 MM HE	8.37	6.55	6.55
1		HRDWR*818		STAINLESS HARDWEAR	3.00	2.03	2.03
1		MATERIALS*106135		BUILD MATERIALS	154.00	103.95	103.95

11755 MOCK UP TEMPORARY HOSE ROUTING, PROCURE CORRECT PARTS, FABRICATE AND INSTALL NEW HOSE ASSEMBLY

 C CUSTOMER STATES DRIVER SIDE TELE LIGHT INOP. CUSTOMER STATES POSSIBLE SWITCH ISSUE. PLEASE ASSESS AND ADVISE ON REPAIRS NEEDED.

8 ELECTRICAL
 112 CRT 962.50 962.50
 11755 TROUBLESHOOT FOR TELE LIGHT ISSUE. CHECKED SWITCH AND LIGHTS. CHECK RELAY. HAS A OPEN GROUND WIRE. REPAIR AS NEEDED. ADJUSTED DOOR STEP.

D PERFORM ANNUAL SERVICE
 12 PERFORM ANNUAL SERVICE
 112 CRT
 116 CRT

					5337.50	5337.50	
1	HF35476	FILTER	HYDRAULIC		45.51	26.88	26.88
1	DONP606503	FILTER			163.83	78.74	78.74
1	3839141C1	FILTER	HVAC AIR INLET FRESH		49.38	42.18	42.18
1	2523635C91	SEAL, KIT,	FUEL FILTER		225.66	174.80	174.80
1	2523522C91	FILTER,	ASSY OIL KIT I334		55.60	39.89	39.89
1	BXK022105	VALVE, KIT	AD-IS/AD-IP PURGE VA		280.90	229.34	229.34
5	TES668	SYNTHETIC	TES-668		86.59	38.88	194.40
2	FLTPSF32KK	FLEETRITE	POWER STEERING 32OZ		9.62	8.94	17.88
1	3532800C1	FILTER, ELEMENT,	AIR CLEANER SE		189.36	135.86	135.86
1	29558329	KIT - FILTER,	4" SUMP		96.63	75.68	75.68
1	BX109493	CARTRIDGE	AD-IP		196.66	108.05	108.05
	CORE CHARGE C					52.50	52.50

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
ADJUSTMENTS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

I acknowledge notice and oral approval of an increase in the original estimated price. EPA# 982312225

CUSTOMER #: DJ415338
 UNIT# WT11

YOUR REPAIR ORDER NUMBER IS: **317134**

RIVERVIEW INTERNATIONAL TRUCKS, LLC.

2445 Evergreen Avenue, P.O. Box 716
 West Sacramento, CA 95691-0716
 (916) 371-3110

AMERICAN CANYON
 911 DONALDSON WAY E
 AMERICAN CANYON, CA 94503
 HOME: CONT:N/A
 BUS: CELL:

INVOICE
 DUPLICATE 1
 PAGE 3

SERVICE ADVISOR: 111 Scott Formanek

UNIT	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WT11	13	INTL INTERNATIONAL	1HTWNAZR9DJ415338		11755/11755	T4914
IN SERVICE DATE	PROD DATE	WARR EXP	PROMISED	PO NO	PAYMENT	INV DATE
30JAN13 DD			23:00 30APR24		CASH	19APR24

R.O. OPENED	CLOSED	OPTIONS:
13:08 21FEB24	14:29 19APR24	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
1	2606467C92		FILTER, KIT, CENTRIFUGE OIL FIL		75.41	57.02	57.02
2	PLTPSF32KK		FLEETRITE POWER STEERING 32OZ		9.62	8.94	17.88
1	PL13724B*105663		AIR FITTING		28.91	19.64	19.64
1	3578833C3		CAP RADIATOR SURGE TANK-15 PS		59.20	45.92	45.92
1	1700451*105971		LOCK LINK		22.34	15.08	15.08
1	FRT-IN		FREIGHT		13.76	13.76	13.76
1	1801*105971		HINGLE		51.14	34.52	34.52
1	1801*105971		DOOR SWITCH		219.72	148.31	148.31
1	FRT-IN		FREIGHT		25.12	25.12	25.12
32	ZSH500010132B T5 15W40 CK4 BULK ENGINE OIL				7.99	4.89	156.48
-1	BX109493		CORE RETURN		196.66	52.50	-52.50
1	61402*105930		5INCH INTAKE SCREEN		36.90	24.91	24.91
1	FRT-IN		FREIGHT		28.78	28.78	28.78
4	HL1869X4S		FITTING		24.13	18.62	74.48
8	ZSH9404206021G COOLANT SHELL ROTELLA ELC 50/5				22.00	10.99	87.92
	LUBE 80/90 GEAR OIL						
	CSTL					83.25	83.25

F** REPLACE FAILED NEW SOLOINOID
 CAUSE:
 12 ENGINE

112 WN	(N/C)
1 3611896C1 VALVE SOLENOID	(N/C)
5 MIN5 FUSE 5 AMP	(N/C)

11755 REPLACE FAILED SOLENOID

G** COOLING FAN IS STUCK ON
 9 COOLING

112 CRT	612.50	612.50
1 MIN5 FUSE 5 AMP	6.04	4.85
1 3600330C1 RELAY GEN CONTROL 4 PIN MINI-	18.30	13.88
1 3611896C1 VALVE SOLENOID	282.31	218.68

11755 TROUBLESHOOT FAN CLUTCH ISSUES. TESTED CIRCUITS, FOUND



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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
ADJUSTMENTS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

X

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EPA# 982312225

CUSTOMER #: DJ415338
UNIT# WT11

YOUR REPAIR ORDER NUMBER IS:	317134
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INVOICE

DUPLICATE 1
PAGE 4

AMERICAN CANYON
911 DONALDSON WAY E
AMERICAN CANYON, CA 94503
HOME: CONT:N/A
BUS: CELL:

SERVICE ADVISOR: 111 Scott Formanek

UNIT	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WT11	13	INTL INTERNATIONAL	1HTWNAZR9DJ415338		11755/11755	T4914
IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	PAYMENT	INV. DATE
30JAN13 DD			23:00 30APR24		CASH	19APR24

R.O. OPENED	CLOSED	OPTIONS:
13:08 21FEB24	14:29 19APR24	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

SHORTED SOLENOID. REPLACED SOLENOID.

H** CHASSIS AIR LEAKS
4 BRAKES

QTY	DESCRIPTION	UNIT PRICE	LABOR	TOTAL
112	CRT		1750.00	1750.00
1	2024458C1 TEE, QC 3/8 X QC 3/8 X3/8 STEM	41.93	30.14	30.14
1	BX802744 VALVE, QK REL VLV SERV	93.49	67.32	67.32
2	3520250C2 ELBOW 45 DEG 3/8 PTC X 1/8 MP	53.74	45.52	91.04
2	2028986C1 TEE QC 3/8FX1/4FX3/8M STEM	15.94	12.63	25.26
1	2017510C2 ELBOW PTC 90 DEG 1/4 MPT X 1/	76.42	56.16	56.16
2	HL3400X6 3/8 STREET ELBOW	35.24	11.35	22.70
1	5803761*105942 SUPPLIES	57.96	39.12	39.12
1	2017514C2 ELBOW 90 DEG 3/8 MPT X 3/8 PT	25.01	21.19	21.19
1	417196C3 TUBE NYLON BULK 1/4 OD BLACK	3.47	2.94	2.94
1	3843825C1 COUPLING 1/4" QUALITY CONNECT	24.40	18.83	18.83

I** DISCHARGE VALVES VALVES LEAK VACUUM
19 ACCESSORIES

QTY	DESCRIPTION	UNIT PRICE	LABOR	TOTAL
112	CRT		437.50	437.50
1	AKR91470001 KIT CONV/3.0 NEW	397.34	268.20	268.20
1	HL3326X4 1/4 CLOSE NIPPLE	18.92	2.84	2.84
1	6110101 BALL CONE 1/4	60.16	40.61	40.61
1	596590C1 LINING 1FT	20.54	15.10	15.10

11755 REBUILD DISCHARGE VALVE AND REPLACE NEW FITTING ON SUCTION SIDE OF PUMP

J** OFFICERS SIDE LOWER COMPARTMENT SWITCH
19 ACCESSORIES

QTY	DESCRIPTION	UNIT PRICE	LABOR	TOTAL
112	CRT		262.50	262.50
1	2274816*105856 DOOR JAMB SWITCH	67.54	45.59	45.59

11755 TROUBLESHOOT AND REPLACE DOOR SENSOR

K** EGR COOLING CROSSOVER TUBE LEAKS
9 COOLING

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
ADJUSTMENTS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

X

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EPA# 982312225

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UNIT	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WT11	13	INTL INTERNATIONAL	1HTWNAZR9DJ415338		11755/11755	T4914
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R.O. OPENED	CLOSED	OPTIONS:
13:08 21FEB24	14:29 19APR24	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
			112 CRT			1190.00	1190.00
1	1889335C95	DUCT, KIT, EGR CROSSOVER	DUCT A		1291.77	1069.52	1069.52
2	2015983C1	GASKET EXH PIPE FLANGE			52.11	42.32	84.64
1	FRT-IN	FREIGHT			16.00	16.00	16.00
11755 DRAIN COOLANT AND AND REMOVE FENDER TO GAIN ACCESS. REPLACE EGR CROSSOVER AND REASSEMBLE. REFILL COOLANT.							

L** AUTO EJECT COVERS BROKEN
 19 ACCESSORIES

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
			112 CRT			175.00	175.00
2	09155RD*105856	AUTO EJECT COVER			87.32	58.94	117.88
11755 REPLACE COVERS							

M** CHECK ENGINE LIGHT ON FOR CODES ACTIVE IN SYSTEM.

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
			70 CRT			437.50	437.50
			37 CRT			132.84	132.84
1	3016259C91	SENSOR, ASSY PRESS			160.37	132.84	132.84

O** REMOVE FUEL HEADER AND INSPECT. CLEAN AND REPLACE REGULATOR IF NEEDED

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
			80 WN			(N/C)	(N/C)
1	2523635C91	KIT, FUEL FILTER				(N/C)	(N/C)
1	1893801C94	REGULATR, KIT, FUEL PRESSURE RE				(N/C)	(N/C)
1	102693*106356	FITTING				(N/C)	(N/C)
1	1899335C91	PUMP, KIT, FUEL PUMP STRAINER W/				(N/C)	(N/C)

P** ADD TANK DRAIN VALVES TO TANK SUMPS
 M MISCELLANEOUS

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
			112 CRT1			877.50	877.50
2	6850K36*105799	ADAPTOR			387.96	261.87	523.74



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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
ADJUSTMENTS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

X

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EPA# 982312225

CUSTOMER #: DJ415338
UNIT# WT11

YOUR REPAIR ORDER NUMBER IS: **317134**

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PAGE 6

SERVICE ADVISOR: 111 Scott Formanek

UNIT	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WT11	13	INTL INTERNATIONAL	1HTWNAZR9DJ415338		11755/11755	T4914
IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	PAYMENT	INV. DATE
30JAN13 DD			23:00 30APR24		CASH	19APR24

R.O. OPENED	CLOSED	OPTIONS:
13:08 21FEB24	14:29 19APR24	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
2	46885K137*	105799	FITTING		41.88	28.27	56.54
2	9771K34*	105799	VALVE		140.40	94.77	189.54
1	46825K71*	105799	FITTING		12.00	8.10	8.10

Q** REAR DIRECT TANK FILL - CHECK VALVE LEAKS

M MISCELLANEOUS

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
112	CRT1					1023.75	1023.75
1	4366000470*	CC 2.5 SWG	CHK VLV		140.00	94.50	94.50
1	FRT-IN	FREIGHT			28.19	28.19	28.19
1	5220153*	106724	NIPPLE		34.98	23.61	23.61

MISCELLANEOUS SUPPLIES

60.00

RECEIVED BY: _____

APPROVED FOR PAYMENT

MGR: _____

P.O.P.M. FY 24-31

960-970-5610 \$ 25,946.91



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MERITOR.

DESCRIPTION	TOTALS
LABOR AMOUNT	18710.00
PARTS AMOUNT	6546.69
GAS, OIL, LUBE	83.25
SUBLET AMOUNT	0.00
MISC. CHARGES	60.00
TOTAL CHARGES	25399.94
ADJUSTMENTS	0.00
SALES TAX	546.97
PLEASE PAY THIS AMOUNT	25946.91

X

I acknowledge notice and oral approval of an increase in the original estimated price.

EPA# 982312225



TITLE

Settlement Agreement and Release of Claims.

RECOMMENDATION

Approve the Settlement Agreement and Release of Claims between the American Canyon Fire Protection District (the "District") and certain District employees, collectively referred to as "Employees," which seeks to resolve disputes concerning overtime payments and practices at the Fire Academy.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The Settlement Agreement and Release of Claims between the American Canyon Fire Protection District (the "District") and certain individuals employed by the District, collectively referred to as "Employees," aims to resolve disputes regarding overtime payments and practices at the Fire Academy. The agreement acknowledges the Fair Labor Standards Act (FLSA) and the entitlement of Employees to overtime pay. Discussions between the District and the International Association of Fire Fighters, AFL-CIO, Fire Fighters Local 1186 (referred to as "Local 1186") have led to an evaluation of overtime pay practices at the Fire Academy.

The District's review of its overtime practices and negotiations with Local 1186 have culminated in a settlement to address any potential claims arising from the Fire Academy Overtime Practices. The Parties aim to avoid the uncertainties and expenses associated with litigation through this settlement. It's noted that the District asserts waiving credits that may offset any alleged liability for underpayment of wages as part of the agreement.

The Settlement Agreement outlines terms for the resolution of the dispute, including the payment of a total sum of up to \$35,712.86 to Employees. To receive payment, Employees must return signed Individual Signature Page forms within a specified timeframe.

Employees, by accepting the settlement, agree to release the District from any further claims related to or arising from the Fire Academy Overtime Practices up to the Effective Date of the Agreement.

However, this release does not extend to claims regarding conduct occurring after the Effective Date. The agreement also includes a waiver of rights under section 1542 of the California Civil Code, which pertains to unknown claims at the time of settlement.

Both Parties acknowledge entering into the agreement knowingly and voluntarily after having the opportunity to seek legal advice. The agreement constitutes the entire understanding between the Parties regarding the dispute, and any amendments must be in writing and signed by authorized representatives.

Confidentiality of the negotiations leading to the agreement is emphasized, except as required by law. The agreement specifies governing law, venue for enforcement actions, and allows for execution in multiple counterparts. Importantly, it's noted that the terms of the agreement do not establish a precedent for future cases.

Ultimately, the Agreement is contingent upon approval by the District Board and becomes effective upon the last signature.

FISCAL IMPACT

The fiscal impact of the Settlement Agreement and Release of Claims will be a one-time payment of up to \$35,712.86 to the affected Employees.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

None.

ATTACHMENTS:

- [1. Resolution 2024-11 Settlement Agreement and Release of Claims](#)
- [2. Settlement Agreement and Release of Claims](#)

Resolution 2024-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT APPROVING THE SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS BETWEEN THE AMERICAN CANYON FIRE PROTECTION DISTRICT AND EMPLOYEES TO RESOLVE DISPUTES REGARDING OVERTIME PAYMENTS AND PRACTICES AT THE FIRE ACADEMY

WHEREAS, the Settlement Agreement and Release of Claims between the American Canyon Fire Protection District (the "District") and certain individuals employed by the District, collectively referred to as "Employees," aims to resolve disputes regarding overtime payments and practices at the Fire Academy; and

WHEREAS, the agreement acknowledges the Fair Labor Standards Act (FLSA) and the entitlement of Employees to overtime pay; and,

WHEREAS, discussions between the District and the International Association of Fire Fighters, AFL-CIO, Fire Fighters Local 1186 ("Local 1186") have led to an evaluation and review of the Fire Academy's overtime pay practices; and

WHEREAS, the District and Local 1186 have negotiated a settlement to address potential claims, aiming to avoid the uncertainties and expenses associated with litigation; and

WHEREAS, the Settlement Agreement includes payment of up to \$35,712.86 to Employees and requires Employees to release the District from further claims related to the Fire Academy Overtime Practices up to the Effective Date of the Agreement; and

WHEREAS the Agreement is contingent upon approval by the District Board and becomes effective upon the last signature, with both Parties entering into the agreement knowingly and voluntarily;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the American Canyon Fire Protection District that the District Board hereby approves the Settlement Agreement and Release of Claims between the American Canyon Fire Protection District and Employees to resolve disputes regarding overtime payments and practices at the Fire Academy.

APPROVED AND ADOPTED at the American Canyon Fire Protection District Board of Directors Meeting held on the 28th day of May 2024 by the following:

AYES:

NOES:

ABSTAIN:

EXCUSED ABSENCE:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is entered into by and between the American Canyon Fire Protection District (“District”) and the individuals listed in **Exhibit A** to this Agreement (collectively referred to as “Employees”). The District and Employees may be individually referred to herein as “Party” and collectively referred to as “Parties.”

RECITALS

A. Whereas, Employees are currently employed by the District are members of the International Association of Fire Fighters, AFL-CIO, Fire Fighters Local 1186 (“Local 1186”), American Canyon Professional Firefighters Association, between 2021 and the present; and

B. Whereas, the District is subject to the Fair Labor Standards Act (FLSA), 29 U.S.C. section 201, *et seq.*, and Employees are entitled to overtime pursuant to 29 U.S.C. section 207 of the FLSA; and

C. Whereas, the District has been in discussions with Local 1186 representatives regarding the overtime payments to Fire Trainees attending the Fire Academy and Fire Captains assigned to work at the Fire Academy (“Fire Academy Overtime Practices”) during work periods in October and November of 2021 and October of 2022; and

D. Whereas, as a result of those discussions, the District evaluated the Employees’ overtime pay received while assigned to Fire Academy to calculate possible back pay owed to Employees under the FLSA and MOU due to the District’s Fire Academy Overtime Practices; and

E. Whereas, the District has reviewed its overtime practices, and the Parties have engaged in arms-length settlement negotiations regarding whether Employees are owed back pay due to the District’s Fire Academy Overtime Practices and if so, by what measure (“Bona Fide Dispute”); and

F. Whereas, based on the outcome of the District’s review and ongoing discussions with Local 1186, the Parties have agreed to address and settle any potential claims Employees may have arising from or related to the District’s Fire Academy Overtime Practices; and

G. Whereas, the Parties wish to avoid the potential uncertainty, expense, and delay of litigation and have therefore, based upon their arms-length negotiations, agreed to a settlement of the Bona Fide Dispute; and

H. Whereas, the District asserts that it has waived credits that it may take against any alleged liability for underpayment of wages as consideration for this agreement; and

I. Whereas, the Parties agree that the District’s calculation of back pay amounts owed is not a subversion of the FLSA, and is consistent with and within the range of a reasonable result that Employee might expect to obtain at trial; and

J. Whereas, the Parties desire a settlement that is full and complete, resolving all current and potential grievances, disputes, controversies, claims and possible actions between them arising out of this Bona Fide Dispute.

NOW THEREFORE, in consideration for the mutual promises and undertakings of the Parties as set forth below, the Parties enter into this Agreement and agree as follows:

1. RECITALS

The recitals set forth in this Agreement are true and correct and are hereby fully incorporated by reference into this Agreement. This Agreement affects claims and demands which are disputed, and by executing this Agreement, no Party admits or concedes any of the claims, defenses, or allegations relating to the District's Fire Academy Overtime Practices which were raised or could be raised by any other party or any third party. Each Party expressly denies liability for any and all claims or demands. The Parties acknowledge that this is a compromise settlement of a disputed claim or claims. Moreover, neither this Agreement, nor any part of this Agreement, shall be construed to be nor shall be admissible in any proceeding as evidence of or any admission by any Party of any violation of law or any wrongdoing whatsoever. This document may be introduced in a proceeding to enforce the terms of this Agreement.

2. SETTLEMENT TERMS

If all conditions described in this Agreement are met, the District shall pay a total sum of up to \$35,712.86 to Employees to resolve this Bona Fide Dispute ("Settlement Amount"). The allocation of the Settlement Amount is set forth in **Exhibit A**. The Settlement Amount represents all agreed-upon consideration provided to Employees to resolve this Bona Fide Dispute, and represents all back wages, liquidated damages, interest, attorneys' fees and costs, and any other relief Employees could recover arising from or relating to this Bona Fide Dispute, under any legal theory, under the maximum applicable statute of limitations.

For any employee receive payment under this Agreement, all Employees must return signed Individual Signature Page forms, attached to this Agreement as **Exhibit B**, to the District no later than fourteen (14) calendar days from the Effective Date of the Agreement. If all such forms are timely received, he District will issue payment to Employees no later than thirty (30) calendar days from that date.

3. RELEASE OF CLAIMS

Employees, and each of them, on behalf of themselves, their spouses, domestic partners, heirs, representatives (including the Local 1186), successors and assigns, accept and agree to this settlement, and understand that Employees' acceptance of and agreement to this settlement constitutes a full and complete settlement of all Employees' FLSA, contractual, or other overtime claims and/or grievances relating to or arising from the District's Fire Academy Overtime Practices, in any venue, that may exist or have existed up to and including the Effective Date of this Agreement, including any and all claims for unpaid wages, liquidated damages, punitive damages, interest, and attorneys' costs and fees, under the maximum statute of limitations. Employees hereby fully, finally and completely release, waive and discharge the

District and its officials, officers, agents, employees, representatives, attorneys, successors and assigns, from any further claims for back overtime wages or other damages relating to or arising from the District's Fire Academy Overtime Practices, in any venue, occurring up to and including the Effective Date of this Agreement. The Parties understand that this release does not include claims relating to conduct or activity that occurs after the Effective Date of this Agreement. Employees reserve the right to pursue any claims they might have for events occurring after the Effective Date of this Agreement.

All Parties to this settlement understand that this release extends only to all grievances, disputes or claims of every nature and kind, known or unknown, suspected or unsuspected, arising from or attributable to claims related to or arising from the Bona Fide Dispute up to and including the Effective Date of this Agreement. The Parties understand that this release does not include claims relating to conduct or activity not relating to or arising from this Bona Fide Dispute or to any conduct or activity that occurs after the Effective Date of this Agreement. The Parties understand that this is a compromise settlement of disputed claims, and that nothing herein shall be deemed or construed at any time or for any purpose as an admission of the merits of any claim or defense.

Employees further acknowledge that any and all rights granted them under section 1542 of the California Civil Code are hereby expressly waived regarding Employees' claims relating to or arising from the Bona Fide Dispute up to and including the Effective Date of this Agreement, but not as to other claims. Section 1542 of the California Civil Code provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY

4. KNOWLEDGE OF THE PARTIES

The Parties understand and agree to the settlement, this Agreement, and the terms and conditions contained in this Agreement, and enter into this Agreement knowingly and voluntarily. Employees have been advised that they have the right to seek legal advice with respect to this Agreement, including the release, and have had the opportunity to consult with counsel of their choice. The Parties have investigated the facts pertaining to the settlement and the Agreement and all matters pertaining to them as deemed necessary. The Parties have relied upon their judgment, belief, knowledge, understanding, and expertise after having been afforded the opportunity to consult with their counsel concerning the legal effect of the settlement and its terms. By signing this document and the Individual Signature Pages, the Parties signify their full understanding, agreement, and acceptance of the Agreement.

5. ENTIRE AGREEMENT

This Agreement, **Exhibit A**, and the Individual Signature Page forms for each Employee attached as **Exhibit B**, constitute the entire agreement between the Parties regarding this Bona Fide Dispute. No other promise or inducement has been offered for this Agreement. Any amendments to this Agreement must be in writing, signed by duly authorized representatives of the District and Employees, and must state that the Parties intend to amend the Agreement.

6. NO ADMISSION

Nothing in this Agreement constitutes or is intended to constitute any finding of fact, admission of liability, or assessment of liability of the Parties with respect to any claim that has been asserted or could be asserted.

7. DUTY TO ACT IN GOOD FAITH

The Parties shall act in good faith and use their reasonable good faith efforts after the execution of this Agreement to ensure that their respective obligations hereunder are fully and punctually performed. The Parties shall promptly perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

8. INTERPRETATION AND CONSTRUCTION

Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this document or the documents referred to herein, on the understanding that the Parties participated equally in the negotiation and preparation of the Agreement and the documents referred to herein, or have had equal opportunity to do so. The headings used herein are for reference only and shall not affect the construction of this Agreement.

9. BREACH, WAIVER AND AMENDMENT

No breach of this Agreement or of any provision herein can be waived except by an express written waiver executed by the Party waiving such breach. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or other provisions of this Agreement. The Agreement may be amended, altered, modified, or otherwise changed in any respect only by a writing duly executed by the Parties hereto or their authorized representatives that specifically states it is a modification of this Agreement.

10. CONFIDENTIALITY OF DISCLOSURE OF TERMS

The Parties, and each of them, agree to maintain the confidentiality of the negotiations underlying this Agreement to the extent permitted by law, and agree that they shall not voluntarily or publicly discuss the negotiations that led to this Agreement. This provision shall not extend to any information relating to the negotiations of this Agreement that the District may be required to disclose pursuant to the requirements of the Ralph M. Brown Act, Government Code section 54950, *et seq.*, the California Public Records Act, Government Code section 6250,

et seq., or the provisions of any other law or regulation requiring disclosure of information by public entities.

11. MUTUAL DRAFTING

This Agreement shall be deemed to have been jointly drafted by the Parties and shall be governed by and construed in accordance with the laws of the State of California. Each Party shall bear the Party's own associated costs of preparing this Agreement, including attorneys' fees.

12. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, and if necessary federal law. To the extent that any Party brings an action to enforce the terms of this Agreement, such action shall be filed and prosecuted in the Superior Court for the Napa or the United States District Court for the Northern District of California, to the extent of that Court's jurisdiction.

13. EXECUTION

This Agreement, and any document referred to herein, may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute a single instrument.

14. AGREEMENT DOES NOT ESTABLISH PRECEDENT

The Parties agree that the terms of this Agreement will not establish any precedent, nor will this Agreement be used as a basis by the Parties or anyone else to seek or justify similar terms in any subsequent case.

15. EFFECTIVE DATE

This Agreement is conditioned upon the District Board's approval and shall become effective on the date of the last signature to this Agreement.

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Dated: _____, 2024

**AMERICAN CANYON FIRE
PROTECTION DISTRICT**

By: _____
Leon Garcia, Chair of the Board

**THE SIGNATURES AND RELEASES OF EACH INDIVIDUAL EMPLOYEE ARE
CONTAINED ON SEPARATE SIGNATURE PAGES ATTACHED AS EXHIBIT B AND
INCLUDED HEREIN BY THIS REFERENCE.**

Dated: _____, 2024

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO, FIRE
FIGHTERS LOCAL 1186, AMERICAN
CANYON PROFESSIONAL
FIREFIGHTERS ASSOCIATION**

By: _____
Preston Quick, President, LOCAL 1186,
American Canyon Firefighters Association

EXHIBIT A

EMPLOYEE	PERIOD	AMOUNT OWED	TOTAL
Berman	10/30/21 – 11/12/21	\$1,819.01	\$3,922.39
	11/13/21 – 11/26/21	\$2,103.38	
Breitenbuecher	10/30/21 – 11/12/21	\$1,851.50	\$4,060.51
	11/13/21 – 11/26/21	\$2,209.01	
Alexander	10/01/22 – 10/14/22	\$1,873.70	\$3,747.40
	10/15/22 – 10/28/22	\$1,879.70	
Bayersdorfer	10/01/22 – 10/14/22	\$1,873.70	\$4,148.87
	10/15/22 – 10/28/22	\$2,275.17	
Diede	10/30/21 – 11/12/21	\$1,557.80	\$4,177.24
	11/13/21 – 11/26/21	\$2,619.44	
Hanson	10/01/22 – 10/14/22	\$1,873.70	\$3,747.40
	10/15/22 – 10/28/22	\$1,873.70	
Heim	10/01/22 – 10/14/22	\$1,873.70	\$3,747.40
	10/15/22 – 10/28/22	\$1,873.70	
Murchison	10/30/21 – 11/12/21	\$1,819.01	\$4,068.63
	11/13/21 – 11/26/21	\$2,249.62	
Pratt	10/30/21 – 11/12/21	\$1,819.01	\$4,093.01
	11/13/21 – 11/26/21	\$2,273.99	
GRAND TOTAL		\$35,712.86	

EXHIBIT B

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

INDIVIDUAL SIGNATURE PAGE

I, the undersigned, am currently employed by American Canyon Fire Protection District (“District”). I hereby acknowledge that I understand and agree to the terms and conditions contained in this Settlement Agreement and Release of Claims (Settlement Agreement), as set forth in the above six (6) pages, and Exhibit A.

I understand that my representatives, the International Association of Fire Fighters, AFL-CIO, Local 1866 (LOCAL 1186) American Canyon Professional Firefighters Association, have negotiated settlement with the District to resolve my claim in this dispute. I have had the opportunity to consult with legal counsel. I have reviewed the individual settlement payment amount that I will receive as set forth in Exhibit A to the Settlement Agreement and Release of Claims and understand that my individual settlement payment amount is part of the District’s total payment of \$35,712.86. I further understand that the settlement payment to me constitutes a full and complete settlement of all my claims against the District under the Fair Labor Standards Act (“FLSA”) and the Memorandum of Understanding (“MOU”) between the District and LOCAL 1186 arising from or relating to possible overtime compensation owed during periods in which I was assigned to work at the Fire Academy. My acceptance of my individual settlement payment means I have given up any right I may have to bring suit or other legal challenge under the FLSA, the MOU, or any other legal theory, for back overtime wages, liquidated damages, or attorneys’ fees and costs arising from or relating to overtime payments I have received from the District while assigned to work at the Fire Academy.

I understand that my individual settlement payment amount will be reduced by state and federal taxes and/or other lawful withholding, if any.

I accept this settlement and settlement payment as fair and reasonable. Having been afforded the opportunity to consult with counsel, I voluntarily enter into this Settlement Agreement and hereby completely release the District as stated in this Settlement Agreement up to the Effective Date of this Agreement.

I certify under penalty of perjury that the foregoing is true and correct.

Signature: _____

Print Name: _____

Dated: _____



TITLE

Policies and Procedures.

RECOMMENDATION

Approve the proposed Policies and Procedures for the American Canyon Fire Protection District: Explorer Program, Grocery Shopping On-Duty, Dining Out On-Duty, Administrative Staff Overtime, and Outside Employment.

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: Explorer Program, Grocery Shopping On-Duty, Dining Out On-Duty, Administrative Staff Overtime, and Outside Employment.

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

There is no fiscal impact.

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 2024-12 Policies and Procedures](#)
2. [332 Explorer Program](#).
3. [333 Grocery Shopping On-Duty](#)
4. [1011 Administrative Staff Overtime](#)
5. [1017 Outside Employment](#)

RESOLUTION 2024-12

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT APPROVING THE PROPOSED POLICIES AND PROCEDURES: EXPLORER PROGRAM, GROCERY SHOPPING ON-DUTY, DINING OUT ON-DUTY, ADMINISTRATIVE STAFF OVERTIME, AND OUTSIDE EMPLOYMENT

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 Explorer Program, Grocery Shopping On-Duty, Dining Out On-Duty, Administrative Staff Overtime, and Outside Employment 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 Fire Protection District, approves the proposed Policies and Procedures for the American Canyon Fire Protection District.

PASSED, APPROVED AND ADOPTED this 28th day of May, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Leon Garcia
Chairman, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Geoff Belyea
Fire Chief/District Clerk

William D. Ross
District Counsel
American Canyon Fire Protection District

Explorer Program

332.1 PURPOSE AND SCOPE

It is the goal of the District to provide a safe and meaningful experience for the members of the Explorer Program.

The purpose of this policy is to provide guidance to District personnel to insure the proper utilization of the Explorer members.

332.1.1 DEFINITIONS

Fire Explorer - A person between the ages of 14-20 years of age interested in the fire service. The goal of the program is to allow "students" to gain valuable knowledge and experience that may provide knowledge, skill and abilities that may also provide value to life/career skills in any profession.

Explorer Captain – An explorer in good standings that has earned the top leadership position within the program. This position is the highest ranking position of authority in the Explorer Chain of Command. The selection process of this position is based on program participation and academic standings.

Explorer Lieutenant – An explorer in good standings placed in a leadership position supervising a squad. Explorer Lieutenants report to the Explorer Captain.

Squad – A group of explorers assigned to a group or team. Each squad reports to an Explorer Lieutenant.

Inactive status – Fire explorers not meeting the minimum requirements as set forth in this and other policies will be deemed "inactive". He/she will remain inactive until deficiencies are corrected and standards are met. A Fire explorer who is "inactive" may not participate in the ride along program or training activities until placed back on "active" status by the Fire Chief or his designee.

On duty – Any time an Explorer is participating in a fire department activity such as the ride along program or training.

332.2 REFERENCES

Title 7 1964 Civil Rights

29 CFR 32, CFR 1630

Govt. Code 12950

8 CCR 3203, 5193, 5194, 5110, 3401-3411, 5144(k)(g)

22 CCR 100015, 100020, 10035

H&S 1797.214

CSFM

ISO 580

Local Policy

American Canyon Fire District Training Mandates Document

Explorer Program

332.3 EXPLORER SCHEDULING

- (a) Prior to any participation in District activities or riding in District vehicles the ACFD Indemnity form must be signed and on file by the participant or a parent if they are a minor. All District safety policies must be adhered to by each participant at all times. Failure to adhere to District policies or direction from its members can result in immediate dismissal from the program.
- (b) An explorer's first ride-along shall be arranged by the Post Adviser, in advance, and coordinated through the Duty Captain(s) for the initial ride-along. With the approval of the Post Adviser, subsequent ride-alongs may be pre-scheduled through the Duty Captain at least one tour prior to the ride-along.
- (c) Ride-alongs will be limited to one explorer per station per shift. Exceptions to this limit must be approved by the Fire Chief or designee.
- (d) Ride-along hours shall occur between 8:00 a.m. to 8:00 p.m. Explorers may be permitted to ride-along for the full 24 hour shift at the Captains discretion.
- (e) Explorer drills will be held on the second and fourth Sunday of every month from 14:00 hrs to 17:00 hrs.
- (f) Explorers shall attend every drill unless excused by the on duty Captain. If excused from a drill the explorer will be expected to make up the training that he/she missed.
- (g) Explorer training modules will be based of the California State Fire Marshals (CSFM), Firefighter One curriculum along with national registry's Emergency Medical standards.

332.4 EXPLORER UTILIZATION

- (a) In Station House
 - 1. Explorers should be blended into the daily routine at a level appropriate to his/her ability, training and experience. A company "mentor" should be assigned to the explorer at the beginning of the shift. The mentor should assist in supervision, answer questions and give guidance and direction.
- (b) On Calls
 - 1. Every effort shall be made to prevent explorers from being exposed to death or excessively traumatic situations. Options for Company Officers include:
 - (a) Leaving the Explorer at the Station if dispatch information leads you to believe it is warranted.
 - (b) Leaving the Explorer on the engine upon arrival at the scene.
 - (c) Assign company member to supervise the Explorer on scene of an extreme incident.
 - 2. Medical Calls:
 - (a) The Explorer should be allowed to observe and assist in the carrying and movement of equipment.

American Canyon Fire Protection District

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Explorer Program

3. Fire Calls:
 - (a) On arrival the Explorer shall report to staging for assignments within the scope of his/her training. Explorers are for outside support operations only during interior firefighting operations and should not be assigned to work in a hazardous area.
4. Calls on highways, freeways or congested traffic areas:
 - (a) The Explorer should be restricted to the Engine or be directed to a safe observation area. Under no circumstances should an Explorer (or any "ride-along" be exposed to moving traffic).
5. Following calls
 - (a) It is the responsibility of the Company Officer to perform an informal critique of the call with the Explorer. Questions about the call, company activities and the outcome by the Explorer are encouraged. The purpose of this critique is also to give the Explorer an opportunity to talk about the call and his/her feelings about the call.
 - (b) For more serious incidents where the Explorer has had exposure to a death or excessive trauma, the Company Officer may consider the following options, and discuss with the Explorer:
 1. Contact parents (if explorer is a minor)
 2. Contact a member of the CISM team.
 3. Contact Administration for additional options.

332.5 EXPLORER PROGRAM MOU

The purpose of the Explorer Program is to allow young adults to gain a basic knowledge of the fire service. Explorers are trained in basic fire service duties, including suppression, but are not allowed to perform these duties under emergency conditions. Explorers are allowed to contribute on emergency scenes, in nonhazardous areas, and during daily duties.

- (a) Every applicant accepted for the position of Explorer will be between the ages of 14 and 20 years of age at the time of appointment.
- (b) Those appointed to the position of Explorer shall submit all completed forms required by the Boy Scouts of America and the American Canyon Fire Protection District.
- (c) An initial tuition fee of \$250.00 shall be paid to the American Canyon Fire Explorer Post 7262 at time of enrollment. The fee covers the cost of general membership with the Boy Scouts of America, uniforms and books. A \$15.00 re-enrollment fee will be charged annually after the first year to cover the cost of the annual fee for the Boy Scouts of America. Financial assistance can be made available for those with financial hardships. Financial aid will be considered on a case by case basis subsequent to review by the Advisor Committee.
- (d) Additional applicant screening processes may be employed by the District to determine the qualifications of potential appointees.

American Canyon Fire Protection District

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Explorer Program

- (e) Explorers shall become thoroughly familiar with and subject to all District Rules and Regulations, Explorer Post 7262 Rules and Regulations, S.O.G.'s, and Administrative Policies. Failure to behave or perform in a manner consistent with these standards shall result in disciplinary action which may include, but is not limited to, formal reprimand, suspension, demotion, restriction of privileges or termination.
- (f) Explorers are not considered regular employees of the District. As such, he/she is not subject to the provisions of the American Canyon Memorandum of Understanding.
- (g) Explorers shall not participate in any activity, nor shall he/she display any behavior which will bring discredit upon the District. Conviction of a crime while a member of the Explorer Program may result in disciplinary action that could include dismissal from the program.
- (h) The post will be managed by an Advisor agreed on by the Administration of the District. The maximum number of participants shall be 12 Explorers.
- (i) The Post Advisor shall have the authority to appoint, from among the active Explorer Post, certain personnel to fulfill certain supervisory, administrative, and/or technical duties within the program.
- (j) While on duty or on the premises of the District or participating in District activities, all Explorers shall be under the direct or indirect supervision of regular District Members.
- (k) Explorers, at times, are used to assist, support and/or augment the regular and reserve members of the District with assignments in safe areas during emergency incidents. In order to safely accomplish this mission, Explorers must complete the required certification to respond, ride-along and operate air and light systems.
- (l) Explorers being certified in emergency response and air and light operations must, at any time, be able to demonstrate safe work practices and procedures covered by these certifications. Update training twice a year shall be done in order to maintain certification.
- (m) Explorers in High School are required to maintain a 2.5 grade point average at his/her primary educational institution. Report cards will be reviewed by the Post Advisor or Explorer Captain upon request.
- (n) Explorers not achieving a 2.5 grade point average will be placed on post academic probation. An Explorer on "A.P." will not be allowed to ride along or respond to emergency calls if so certified.
- (o) Explorers are expected to contribute to his/her fire service education by making themselves familiar with the District Manual of Operations, IFSTA essentials, and the Explorer Manual.
- (p) Further academic or attendance requirements may be implemented with advance notice and input from the Explorer Advisors and Explorers.
- (q) Special contracts will be allowed for Explorers with special education, personal hardship or other circumstances with the approval of the Post Advisors. Examples include academic probation, certification and leave of absence

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Explorer Program

- (r) Explorers will be issued the protective clothing needed to complete his/her duties. Explorers are responsible for the care and maintenance of all District property. Issued protective clothing shall be returned to the district upon separation from the program.
- (s) Advisors may select Explorers to fulfill the position of Explorer Captain and two Lieutenants using any method or criteria deemed fair and appropriate.
- (t) Explorer training will usually be instructed by Explorer Advisors, District engine companies or any combination thereof.
- (u) In the event of a large-scale disaster, (flood, earthquake, etc.) all Explorers are to report directly to the Fire Station 11 if available but not mandatory.
- (v) Explorers will obey all traffic laws and rules of courteous driving when responding to the fire station. No explorer under the age of 18 can ride to and from the firehouse with another explorer driving, unless written permission from the minor explorer parents has been provided to the district on file.
- (w) Upon arrival at an incident all Explorers will report to the designated Staging Officer. If there is not yet a Staging Officer, report to the Incident Commander. Explorers will not accept any assignment or take any action until he/she reports to either of these two positions.
- (x) Incident Commanders and Company Officers will need to use good Judgment in assigning Explorers to duties in non-hazardous areas of operation.
- (y) Explorers are encouraged to participate in shift work. Permission to do so will be gained at least one (1) shift prior to the desired shift to be worked, of that same shift. (I.e. a "C" shift ride-along will be arranged at least the previous "C-shift duty day.)

332.6 FIRE EXPLORER MINIMUM RESPONSE REQUIREMENTS

The following are requirements for an explorer to complete before he/she is allowed to respond on an engine to any emergency calls with the District.

- (a) Properly filled out "District Release of Liability" form with parental permission as appropriate on file.
- (b) Responses on a medical aid an explorer must possess:
 - 1. Standard first aid card
 - 2. Current CPR Card
- (c) Responses on a structure fire an explorer must be able to:
 - 1. Don SCBA (self-contained breathing apparatus) in one (1) minute. *
 - 2. Don full structural personal protective safety gear in one (1) minute. *
 - 3. Make a hydrant connection.
 - 4. Pull a 1 ¾" pre-connected cross lay working line.
- (d) Responses on a wildland fire an explorer must be able to:

American Canyon Fire Protection District

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Explorer Program

1. Complete a progressive hose lay*
 2. Deploy a fire shelter within thirty (30) seconds*
 3. Know the ten (10) fire orders and the eighteen (18) situations that shout watch out.
- (e) Requirements listed above will have a written test that shall be passed with an 80% passing grade. Requirements indicated with an asterisks' (*) are performance test that shall be passed with a 100% passing grade.
1. These are also functions that you are being trained on, but are not qualified or permitted to perform under emergency conditions.
 2. If you have attended the California Fire Exploring Academy then you have passed the structure and wildland requirements.
- (f) When an explorer has qualified in sections, the post advisor will notify the Fire Chief and Training Officer of American Canyon Fire District in writing that said explorer is ready to respond to calls.

332.7 WORK/PUBLIC EDUCATION DETAILS

The American Canyon Fire District is a modern "All Risk" agency. We strive to provide the community we serve with highly trained and motivated personnel who can safely respond to fire's, rescue's, medical aid's, hazardous materials incidents, and natural disasters as well as provide fire prevention and public education to the community. Not only does the level of service that we are committed to providing require high levels of training, there is also a tremendous amount of work to be done in order manage the programs and maintain equipment and facilities. At the same time, providing important non emergency services such as fire prevention and public education is necessary. Fire explorers willing to serve their community must be committed to volunteering their time helping to accomplish these tasks.

In order to maintain status as an active fire explorer with the American Canyon Fire District, a minimum of 4 hours per month must be volunteered.

Assisting with the following programs is required:

- Public education and public events
- Fire prevention assignments
- Equipment maintenance
- Vehicle maintenance
- Facilities maintenance
- Hydrant maintenance
- Hose testing

The following activities do not count towards the 4 hour per month commitment:

Explorer Program

1. Make-up training
2. Working out
3. Covering in
4. Scheduled drills

Certain training activities (not listed above) will count if prior approval given by the Fire Chief or Post Advisor.

332.8 ATTENDANCE REQUIREMENTS

As stated above, scheduled training is not optional. Each Fire explorer must meet all annual training requirements. There are essentially two ways to meet the requirements; 1) Attend and participate in scheduled explorer drills 2) schedule "make-up" training with the on-duty Captain/crew.

When it is necessary to be absent from scheduled training or a scheduled work/public education detail, the following procedure should be followed:

1. Advanced notice; obtain prior approval from Training Office
2. Provide pertinent copy of training record or certificate if applicable
3. Short notice; contact Station 11 and leave message

Providing notice for missing a drill or work detail does not exclude the individual from the requirement (unless prior approval given as stated) but does give them an excused vs. an unexcused absence.

Unexcused absences will be handled as follows:

1. One unexcused absence per quarter – individual will be notified and reminder given
2. Two unexcused absences per quarter – individual will be placed on inactive status and notified by letter
3. Three unexcused absences per quarter – individual will be notified that all equipment must be turned in.

Missed training will be handled as follows:

- (a) Two missed topics per quarter – individual will be notified and reminder will be given to make up the training
- (b) Three missed topics per quarter – individual will be placed on inactive status and notified by letter; make up training list will be provided. Individual will remain inactive until assigned training is completed and authorization is given by the Training Officer to re- "activate".
- (c) More than 3 topics missed in a quarter with no effort to make up training – individual will be notified that all equipment must be turned in

Explorer Program

332.9 FIRE EXPLORER RIDE-ALONG

Explorers must meet the basic training requirements located in the "Explorer Training" folder on the G drive prior to participating in the "Ride-along" program. When an Explorer has successfully completed the basic training requirements, the post advisor will notify the Fire Chief in writing that the Explorer is eligible to participate in the program. Explorers shall maintain a signed "copy of completion" in their training binder. Explorers shall always maintain and have in their possession a "training binder."

- (a) In the Station:
 - 1. Station maintenance
 - 2. Equipment inventory, safety inspections, and maintenance
 - 3. Drill operations
 - 4. Company inspections
 - 5. In service training
 - 6. Hose testing and loading
 - 7. Meal preparation and clean up
- (b) On the scene of an emergency:
 - 1. Salvage and overhaul
 - 2. Communications runner (exterior)
 - 3. Crowd and Traffic Control
 - 4. Set up lights
 - 5. Hose loading and equipment pick-up
 - 6. Retrieving and carrying equipment
 - 7. Changing/filling SCBA bottles
- (c) The proximity of hazards must be taken into consideration, and these operations shall not be undertaken without direct supervision. The safety of the Explorer cannot be overstressed.
- (d) The Explorer can and should be used for any non-hazardous operations, including station chores. However, the Explorer should become acquainted with all tasks, not just the menial ones. The Explorer should also be encouraged to take an active part in company drills and training. Please keep aware of hazards during drills and act accordingly.
- (e) Explorers shall not be considered as part of apparatus staffing, nor shall they replace a firefighter on any engine company.
- (f) Explorers shall NOT treat patients on medical calls, regardless of their expertise.
- (g) Explorers shall NOT operate any major fire apparatus. Explorers may operate a utility or staff vehicle if they possess a valid California Drivers License, under direct

Explorer Program

supervision and after completion and sign-off of the "Explorer Vehicle Operation KSA sheet."

- (h) Explorers may be directed to carry or use some equipment, but only under direct supervision. At most emergency situations, the Explorer should remain an observer.
- (i) In addition to the following rules the Explorer shall follow the same rules and procedures that are applicable to all personnel in the District. Explorers shall read and understand these guidelines and verify that they have done so in writing before participating in the Ride-along Program.

332.10 UNIFORM REQUIREMENTS

Uniforms are to be worn at all times while participating in Fire District functions. Failure to wear uniform will result in being sent home. Uniforms are not to be worn outside of Fire District functions. It is the Explorer's responsibility to purchase and maintain his or hers uniform.

Uniform Specifications:

- **BOOTS:** Boots shall be black polish able leather with a steel toe
- **PANTS:** Dickies brand work pant (Blue) *Part of tuition
- **UNIFORM SHIRT:** Dickies brand button up work shirt (Blue) *Part of tuition
- **BELT:** Black leather (weave style) *Part of tuition
- **PATCH:** Explorers will be provided with an American Canyon Fire District patch and an Explorer patch. ACFD patch will be worn on the right shoulder & Exploring patch will be worn on the left shoulder.
- **BADGE:** Explorers will be issued one badge by the Explorer Post.

332.11 GROOMING STANDARDS

When reporting for duty personnel shall be clean and neat in their personal appearance. All personnel will ensure that their uniforms and equipment are in good serviceable condition. Clothing should be clean. Clothing will be appropriate for duty assignment, per the standards described in this manual.

- (a) Fire Personnel shall maintain personal hygiene standards that reflect a positive image
- (b) Hair shall be kept clean, trimmed and present a well-groomed appearance
 1. Hair shall not be worn in exaggerated styles.
 2. Male and female Fire Personnel in uniform.
 3. Hair shall not be worn in a manner that allows it to extend more than one (1) inch below the top of the shirt collar.
 4. Hair extending over the forehead shall not be worn below the highest point of the eyebrows.

Explorer Program

5. Hair styles that prevent the uniform hat's sweat band from resting on the forehead while being worn are not permitted.
 6. No decoration(s) shall be worn in the hair. Except hair clips or pins matching the hair color.
 7. Mustaches, if worn, will be neatly trimmed and not extend more than ½ inch below the corners of the mouth.
- (c) Members are encouraged to avoid wearing personal jewelry beyond what is necessary. Members will refrain from wearing facial jewelry or jewelry items that may cause a safety hazard.
- (d) Cosmetics worn by uniform personnel shall be subdued and blended to coordinate with the natural skin color of the individual.
- (e) False Eyelashes are prohibited.
- (f) Fingernails shall be clean and trimmed. Nails shall not extend beyond the tips of the fingers.

Grocery Shopping On-Duty

333.1 PURPOSE AND SCOPE

The purpose of this policy is to establish the guidelines for grocery shopping on-duty.

333.2 POLICY

It is the policy of the American Canyon Fire Protection District to encourage suppression personnel to bring an adequate supply of food to work to meet their nutrition needs for the hours to be worked. When circumstances allow, companies may be permitted to shop for groceries as well.

333.3 PROCEDURE

Company grocery shopping may be permitted under the following circumstances:

- (a) All companies shopping for groceries shall remain in service.
- (b) Companies choosing to grocery shop while on-duty shall make shopping a part of the daily routine to avoid making a separate trip.
- (c) Companies shall shop within their initial response area or at the closest store approved by the Battalion Chief.
- (d) Multiple company stations shall have one unit shop for the entire station.
- (e) Daily grocery shopping for the entire station is to be accomplished in one visit to the store.
- (f) Members entering the store shall take a portable radio and if dispatched to a call shall leave the store immediately.
- (g) Except for groceries, under the conditions noted in this policy, personal shopping while on-duty is not permitted.
- (h) Use of a personal vehicle for grocery shopping while on-duty is not authorized.
- (i) Apparatus shall not be parked in zones limited exclusively to the vehicles of disabled persons or any location that will restrict pedestrian or vehicular traffic.

Administrative Staff Overtime

1011.1 PURPOSE AND SCOPE

The purpose of this policy is to identify the use and management of overtime by American Canyon Fire Protection District Administrative staff positions classified as non-exempt by the Fair Labor Standards Act (FLSA) and to establish an overtime payment request process. It also encompasses the procedures for identifying, requesting and approving overtime hours while ensuring compliance with relevant labor laws and organizational requirements. Additionally, this outlines the appropriate chain of command in the absence of the Fire Chief, the steps to be taken in the event of an emergency, and sets forth guidelines for overtime requests beyond regular work hours.

1011.2 POLICY

It is the policy of the American Canyon Fire Protection District to maintain a degree of flexibility concerning the overtime policy due to the nature of fire service work and the needs of the District.

1011.3 PROCEDURE

Overtime may be available due to unforeseen personnel absences, emergency incidents or other needs of the District. The Fire Chief or the authorized designee should develop a plan for the fair distribution of both the workload and the income opportunity if a plan is not stipulated in the collective bargaining agreement. The plan should consider the District's interest in managing overtime costs.

Any instance of work that requires overtime payment shall be approved in advance by the Fire Chief or authorized designee..

Members classified as non-exempt by FLSA are not authorized to volunteer work time to the District. Non-exempt members who work authorized overtime either by payment of wages as agreed and in effect through the collective bargaining agreement, if applicable, or by the allowance of accrual of compensatory time off should submit a request for overtime payment as soon as practicable after overtime is worked.

Short periods of work before or after the normal duty day (e.g., less than one hour in duration) may be handled unofficially between the supervisor and the member by flexing a subsequent shift schedule to compensate for the time worked, rather than by submitting a request for overtime payment. If the supervisor authorizes or directs the member to complete an overtime request for such a period, the member shall comply.

The individual member may request compensatory time in lieu of receiving an overtime payment. However, the member may not exceed 120 hours or the amount allowed by the collective bargaining agreement or District rules and regulations, which ever is less.

American Canyon Fire Protection District

Policy Manual

Administrative Staff Overtime

1011.4 OVERTIME COMPENSATION REQUESTS

Employees should submit all overtime compensation requests to their immediate supervisor as soon as possible for verification and approval. Failure to submit an overtime compensation request in a timely manner may result in discipline.

Supervisors should verify the overtime worked prior to approving the request for compensation.

[See attachment: Fillable Fire Overtime Request 2.24.pdf](#)

1011.5 ACCOUNTING FOR OVERTIME

Members should record the actual time worked in an overtime status. In some cases, a collective bargaining agreement may stipulate that a minimum number of hours will be paid. In such cases, the supervisor should enter the actual time worked.

1011.5.1 ACCOUNTING FOR PORTIONS OF AN HOUR

When accounting for less than a full hour, time worked shall be rounded up to the nearest quarter of an hour, as indicated below:

TIME WORKED	INDICATE ON CARD
1 to 15 minutes	¼ hour
16 to 30 minutes	½ hour
31 to 45 minutes	¾ hour
46 to 60 minutes	1 hour

1011.5.2 VARIATION IN TIME REPORTED

Where two or more members are assigned to the same incident or activity, and the amount of time for which payment is requested varies between the members, the Battalion Chief or other approving supervisor may require each member to include the reason for the variation.

Attachments



Authorization to Work Overtime

Please complete form by the timesheet due date.

Date of Request: _____

Employee Name: _____ Supervisor Name: _____

Employee has opted for: Paid Overtime Accrued CTO

Request is made by: Supervisor/Manager Employee

Reason for Request (Approval is required in advance but if this does not happen, please explain):

Date(s) and Number of hours:

<u>Date</u>	<u># Hours Overtime</u>	<u>Time Started</u>	<u>Time Ended</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If this request for overtime has occurred when the employee has taken any paid leave (vacation, holiday, CTO, sick, etc.), thus causing the need for overtime, please explain:

Supervisor's Authorization Signature

Date

Outside Employment

1017.1 PURPOSE

The purpose of this policy is to establish guidelines to be followed by any American Canyon Fire Protection District members considering outside employment.

1017.2 POLICY

It is the policy of this district to allow members to engage in employment other than with the District if the Fire Chief determines that such outside employment is not in conflict with his/her duties and the duties, functions and responsibilities of the District.

1017.3 PROCEDURE

No member shall be employed or self-employed in any manner outside of District employment without prior written authorization from the Fire Chief.

Any member requesting authorization for outside employment must submit the request in writing and provide sufficient detail to enable to the Fire Chief to determine whether to approve the request. At a minimum the request should include the number of hours, types of duties and the physical demands of the proposed employment.

1017.3.1 REVIEW OF FINANCIAL RECORDS

Prior to providing written approval for outside employment, the District may request that a member provide his/her personal financial records pertaining to the proposed outside employment for review/audit if the District has reason to believe a conflict of interest exists. Failure of the member to provide the requested personal financial records could result in denial of the outside employment approval.

If, after approving a request for outside employment, the District has reason to believe that a conflict of interest exists based on a financial reason, the District may request that the member provide his/her personal financial records pertaining to the approved outside employment for review/audit. If the member does not provide the requested records, his/her outside employment approval may be revoked.

1017.4 PROHIBITED OUTSIDE EMPLOYMENT

The Fire Chief, at his/her discretion, may deny any outside employment request submitted by a member seeking to engage in any activity which (Government Code § 1126 through Government Code § 1129):

- (a) Involves the member's use of district time, facilities, equipment or supplies, or the use of the district badge, uniform, prestige or influence for private gain or advantage.
- (b) Involves the member's receipt or acceptance of any money or other consideration from anyone other than this district for the performance of an act which the member, if not

Outside Employment

performing such act, would be required or expected to render in the regular course of employment or as a part of the member's duties as a member of this district.

- (c) Involves the performance of an act in other than the member's capacity as a member of this district that may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other member of this district.
- (d) Involves time demands that would render performance of the member's duties for the District less efficient.
- (e) Involves time demands that would affect the member's regular work shift or ability to respond to emergencies or mandated overtime.
- (f) Involves employment with an individual or organization that does business with the District.
- (g) Would otherwise compromise the ability of the District to conduct its business in an efficient manner.
- (h) Would give the appearance of impropriety or otherwise appear inconsistent, incompatible or in conflict with the member's employment with the District.

1017.5 WITHDRAWAL OF APPROVAL FOR OUTSIDE EMPLOYMENT

Any outside employment approval may be withdrawn under the following circumstances:

- (a) Should a member's performance at the District decline to a point where it is evaluated by a supervisor as needing improvement to reach an overall level of competency, the Fire Chief may, at his/her discretion, withdraw approval for any outside employment.
- (b) Withdrawal of approval of outside employment may be included as a term or condition of sustained discipline.
- (c) If, at any time a member's conduct or outside employment conflicts with the provisions of district policy, the approval for outside employment may be withdrawn.
- (d) When a member is unable to perform at a full-duty capacity due to an injury or other condition, approval of outside employment may be withdrawn until the member has returned to full-duty status for any of the following reasons:
 1. The outside employment is medically detrimental to the total recovery of the disabled member, as indicated by the district's medical advisers.
 2. The outside employment performed requires the same or similar physical ability as would be required of an on-duty member.
 3. The member fails to make timely notice of his/her intention to continue outside employment to his/her supervisor.

Outside Employment

1017.6 APPEALS

If a member's outside employment request is denied or withdrawn, the member should be informed of the action and reason in writing.

The member may file a written notice of appeal to the Fire Chief within 10 days of the date of the written denial or withdrawal.

If the member's appeal is denied, the member may file a grievance pursuant to the procedure set forth in the current collective bargaining agreement and/or the Grievance Procedure Policy.

1017.7 CHANGES IN OUTSIDE EMPLOYMENT STATUS

If a member terminates his/her outside employment, the member should promptly submit written notification of such termination to the Fire Chief. Any subsequent request for renewal or continued outside employment should be processed and approved through normal procedures set forth in this policy.

Members should also promptly submit in writing to the Fire Chief any material changes in outside employment, including any change in the number of hours, types of duties or demands of any approved outside employment. Members who are uncertain whether a change in outside employment is material should report the change.

District members, who are engaged in outside employment while on full duty and are placed on disability leave or temporary modified duty due to illness or injury, should inform their immediate supervisor in writing within five days regarding whether they intend to continue to engage in outside employment while on leave or modified-duty status.

1017.8 PROHIBITED USE OF DISTRICT RESOURCES

Members are prohibited from using any district equipment or resources in the course of or for the benefit of any outside employment. This includes access to official records or databases of this district or other agencies through the member's position with this district.



TITLE

Annual Mandated Inspections.

RECOMMENDATION

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

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

Executive Summary:

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

During the calendar year of 2023, the District completed the annual inspection of thirteen (13) Group E & twenty-eight (28) Group R Occupancies. This is a compliance rate of 100% for this reporting period.

Background and Issues:

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

California Health & Safety Code Section 13146.2 requires all fire departments, including the

American Canyon Fire Protection District, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.

FISCAL IMPACT

This action has no financial impact to the District.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

Not Applicable.

ATTACHMENTS:

1. [Resolution 2024-13](#)
2. [Exhibit A_ 2023 1205 Inspection List](#)

RESOLUTION NO. 2024-13

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

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

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

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

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

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

A. **EDUCATIONAL GROUP E OCCUPANCIES:**

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the District, there lie thirteen (13) Group E occupancies, buildings, structures and/or facilities.

During calendar year 2023, the District completed the annual inspection of thirteen (13) Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100 % for this reporting period.

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

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this Resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the District, there lie ten (10) Group R (and their associated sub-categories) occupancies of this nature.

During calendar year 2023, the District completed the annual inspection of twenty- eight (28) Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100 % for this reporting period.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 28th day of May 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel

Exhibit A

SB1205 Inspections

These occupancies are mandated by State Law to be performed annually for the following: hotels, motels, lodging houses, and apartments and all public and private schools.

In addition to the above defined State Mandated inspections the R-2.1 Residential Care Facility >6, R-3 Residential Daycares, R-3.1 Residential Care Homes and the I-4 Institutional Adult Daycare are inspected annual due to the vulnerable populations they house.

A private school not previously identified as State mandated has been added for Calvary Baptist Church.

Several residential care facilities <6 changed ownership, one >6 is in the process of changing ownership and one new residential care facilities opened.

R1 (Transient) - Hotel, Motel, Lodging Houses 3 records)

1. 3600 Broadway - Double Tree by Hilton – 2 inspections completed (10/5/2023)
2. 3800 Broadway – Fairfield Inn – completed (10/11/2023)
3. 5001 Main Street – Holiday Inn – 5 inspections completed; multiple doors had failed and had to be rebuilt (9/27/2023)

R2 (non-Transient) – Apartments, Boarding Houses, non-transient hotel/motel (7 records)

1. Natalie Lane – Valley View Senior Homes – completed (12/15/2023)
2. 100 Toscana – The Village at Vintage Ranch – 2 inspections completed (10/5/2023)
3. 202 Tapestry – Vineyard Crossings Apartments – 2 inspections completed (10/5/2023)
4. 300 American Canyon Road – American Canyon Apartments – completed (4/5/2023)
5. 800 Reliant Way – Canyon Ridge Apartments- completed (11/14/2023)
6. 941 Danrose - Canyon Manor Apartments – completed (11/16/2023)
7. 5500 Eucalyptus – The Lodge at Napa Junction – 3 inspections completed (10/13/2023)

R3 - Daycare – (4 records)

1. 16 Melvin – Morofsky Family Child Care Home - completed (9/6/2023)
2. 28 Rebecca – Brigitte Nores Large Family Day Care – 2 inspections completed (9/20/2023)
3. 32 Alta Loma – Velda Logons Large Family Day Care – 2 inspections completed (10/5/2023)
4. 52 White Oak – Rassel Di Ramos Family Child Care – 2 inspections completed (10/13/2023)

E Occupancy – Commercial Daycare (6 records; 1 Request of new location)

1. 2 Andrew – Noah’s Arc Daycare – completed (9/27/2023)
2. 60 Benton – Boys & Girls Club of Napa Valley – 2 inspections completed (9/20/2023)
3. 60 Benton – American Canyon Co-Op – completed (9/20/2023)
4. 120 W. American Canyon Road – Napa Valley Montessori Daycare – completed (12/23/2023)
5. 202 Tapestry – Child Start Daycare – completed (10/2/2023)
6. 233 James – 850 Form inspection – request for a new commercial daycare (12/8/2023)

Public & Private Schools – Educational Occupancies (7 records)

1. 115 Theresa – Calvary Baptist Church – location not previously identified as private school – 2 inspections completed; outstanding issues (12/8/2023)
2. 120 W. American Canyon Road – Napa Valley Montessori k-6 program – 3 inspections completed – outstanding issues regarding land use, permitting and fire alarm system (12/23/2023)
3. 300 Benton – American Canyon Middle School – 3 inspections completed (10/3/2023)
4. 430 Donaldson Way – Donaldson Elementary – 3 inspections completed (12/20/2023)
5. 475 Silver Oak – Canyon Oats Elementary – 3 inspections completed (12/20/2023)
6. 500 Eucalyptus – Napa Junction Magnet School – 3 inspections completed (6/2/2023)
7. 3000 Newell Drive – American Canyon High School – 3 inspections completed (10/3/2023)

I-4 Institutional Group, Adult Daycare Facility <24-hour custodial care (1 record)- Not Mandated

1. 3419 Broadway – Bright Future – Adult Daycare – completed (12/1/2023)

R2.1 Residential Care Facility, Elderly - completed (1 record)

1. 115 Thayer – Green Hills Home – completed – change of ownership in process, numerous fires & building code issues to resolve (9/1/2023)

R3.1 Residential Care Facilities (13 records)

1. 236 Newbury – RCFE – 3 inspections completed; removed illegally constructed bedrooms in garage, in process to gain approval for JADU (10/30/2023)
2. 3 Gadwall – Core ARF Gadwall – completed (10/3/2023)

3. 300 American Canyon Road – American Canyon Apartments – completed (4/5/2023)
4. 39 Via Marciana – Pink Lady Care Home - completed (10/31/2023)
5. 6 Via Pescara – RMB Home Care (11/16/2023)
6. 10 Palencia – completed (6/22/2023)
7. 126 James – property sold – removed from inspection program
8. 134 St. Lucia – 2 inspections completed (10/30/2023)
9. 178 Sonoma Creek – C&F Senior Home – completed (10/30/2023)
10. 1088 Donaldson – C&M Healthcare/Aging in the Bay – 3 inspections completed; outstanding code case for door hardware (11/17/2023)
11. 1509 Rio Grande – Sacred Heart Care Home #1 – completed (10/3/2023)
12. 1513 Rio Grande – Sacred Heart Care Home #2 – completed (10/3/2023)
13. 2330 Elliott – Griffin Care Home – completed (12/3/2023)

Total Number of E & R Facilities: 41

Total Number of I-4 Facilities: 1 (Not mandated)

Total inspections conducted in this report in 2023 = 69.



TITLE

Capital Improvement Plan.

RECOMMENDATION

Receive and File the proposed Capital Improvement Plan (CIP).

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The CIP is a dynamic document designed to address the evolving needs of our Fire District. With a primary focus on debt services for forthcoming facilities, fire equipment, and fleet, the plan outlines a comprehensive strategy to maintain and enhance our operational capabilities while ensuring fiscal responsibility and long-term sustainability.

Key Components

- 1. Facilities:** Our Fire District's infrastructure plays a vital role in supporting our mission to protect and serve the community. The CIP identifies necessary investments in facility maintenance, upgrades, and expansion to ensure that our firefighters have access to safe and functional facilities that meet the demands of modern firefighting operations.
- 2. Fire Equipment:** The proper maintenance and replacement of fire equipment are essential for maintaining operational readiness and ensuring the safety of both our firefighters and the community. The CIP outlines a schedule for the acquisition and replacement of critical firefighting equipment, taking into account technological advancements and evolving operational needs.
- 3. Fleet:** Our fleet of vehicles is the backbone of our operations, enabling us to respond swiftly and effectively to emergencies. The CIP includes provisions for the maintenance, replacement, and expansion of our fleet to ensure that we have the necessary resources to deliver timely and efficient emergency services to our community.

Financial Considerations

The successful implementation of the CIP relies on prudent financial planning and management. The plan identifies funding sources, including but not limited to grants, bonds, and operational revenues, to support capital projects outlined in the plan. Additionally, the CIP incorporates a debt service schedule to manage the repayment of borrowed funds in a manner that minimizes financial strain on the Fire District.

In conclusion, the Capital Improvement Plan represents a forward-thinking approach to managing our Fire District's capital assets and infrastructure. By prioritizing investments in facilities, fire equipment, and fleet, we can ensure that our firefighters have the resources they need to continue delivering high-quality emergency services to our community. I look forward to discussing the details of the CIP further with the Board of Directors and working together to implement this important plan.

FISCAL IMPACT

The CIP represents a substantial financial commitment, it is designed to strategically invest in our Fire District's future. The anticipated fiscal impact is justified by the critical need to maintain and improve our facilities, equipment, and fleet, ultimately enhancing our ability to serve and protect the community effectively.

BOARD PRIORITY PROGRAMS AND PROJECTS

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

ENVIRONMENTAL REVIEW

None.

ATTACHMENTS:

1. [Capital Improvement Plan](#)

Fire Mitigation Fee Fund																
	<u>FY 18/19</u>	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>	<u>FY 24/25</u>	<u>FY 25/26</u>	<u>FY 26/27</u>	<u>FY 27/28</u>	<u>FY 28/29</u>	<u>FY 29/30</u>	<u>FY 30/31</u>	<u>FY 31/32</u>	<u>FY 32/33</u>	<u>FY 33/34</u>
Beginning balance	857,343	876,197	1,002,520	872,227	992,569	1,419,736	1,496,736	1,931,712	2,319,467	2,567,381	2,423,816	1,366,108	702,140	439,962	460,285	590,442
Revenue:																
Fire Mitigation Fee	-	560,748	114,353	116,922	402,977	239,000	244,975	251,099	257,377	263,811	270,407	277,167	284,096	291,198	298,478	305,940
New Development					-	200,000	350,000	450,000	500,000	250,000	250,000	250,000	250,001	250,002	250,003	250,004
Interest	18,854	18,478	5,354	3,420	24,190	38,000	40,000	36,656	40,537	42,624	21,884	8,865	3,725	4,123	6,675	13,928
Revenue	18,854	579,226	119,707	120,342	427,168	477,000	634,975	737,756	797,914	556,435	542,291	536,032	537,822	545,324	555,157	569,872
Master Plan/Fee Study					-											
Transfers:																
Transfers in																
Equipment Replacement	-	(500,000)	(250,000)	-	-	(400,000)	(200,000)	(350,000)	(550,000)	(700,000)	(1,600,000)	(1,200,000)	(800,000)	(525,000)	(425,000)	(200,000)
Transfers	-	(500,000)	(250,000)	-	-	(400,000)	(200,000)	(350,000)	(550,000)	(700,000)	(1,600,000)	(1,200,000)	(800,000)	(525,000)	(425,000)	(200,000)
Ending balance	876,197	955,423	872,227	992,569	1,419,736	1,496,736	1,931,712	2,319,467	2,567,381	2,423,816	1,366,108	702,140	439,962	460,285	590,442	960,314
<i>Interest Earnings</i>	<i>5,358</i>	<i>5,856</i>	<i>6,148</i>	<i>7,419</i>	<i>12,211</i>	<i>22,028</i>	<i>15,417</i>	<i>36,656</i>	<i>40,537</i>	<i>42,624</i>	<i>21,884</i>	<i>8,865</i>	<i>3,725</i>	<i>4,123</i>	<i>6,675</i>	<i>13,928</i>
	<i>1.25%</i>	<i>1.25%</i>	<i>1.50%</i>	<i>1.50%</i>	<i>1.75%</i>	<i>3.50%</i>	<i>2.00%</i>	<i>4.00%</i>	<i>4.00%</i>	<i>4.00%</i>	<i>4.00%</i>	<i>4.00%</i>	<i>4.00%</i>	<i>4.00%</i>	<i>4.00%</i>	<i>4.00%</i>

Fleet, Facilities and Equipment Capital Fund

	<u>FY 23/24</u>	<u>FY 24/25</u>	<u>FY 25/26</u>	<u>FY 26/27</u>	<u>FY 27/28</u>	<u>FY 28/29</u>	<u>FY 29/30</u>	<u>FY 30/31</u>	<u>FY 31/32</u>	<u>FY 32/33</u>	<u>FY 33/34</u>
Beginning balance	688,149	521,155	306,007	302,680	229,278	279,508	333,853	198,713	208,432	200,917	179,977
Revenue											
Grant	144,934										
Asset disposal											
Interest	11,300	5,000	5,935	4,496	5,481	6,546	3,896	4,087	3,940	3,529	3,362
Bond proceeds			125,168								
Other	50,000	50,000	50,000	50,000							
Revenue	206,234	55,000	181,103	54,496	5,481	6,546	3,896	4,087	3,940	3,529	3,362
Capital outlay											
Fleet:											
Engine (E-11 2020 Pierce PUC Type 1)										175,000	175,000
Replace 1 Engine (E-11 2013 Spartan Type 1)											
Engine (E-411 2018 International HME Type 3)			62,584								150,000
Upfitting Command Vehicles	61,426					60,000					
Replace 1 Engine (E11 2004 La France)			62,584								
Vehicle repairs		61,400									
Replace 1 Ladder Truck (T11 2005 La France)				310,000	320,000	430,000	340,000	350,000	360,000	370,000	
Enterprise Lease	64,615	65,000	65,000	65,000	65,000	70,000	70,000	70,000	70,000	70,000	80,000
Lease Purchase Financing	281,084	284,100	284,100	293,079	295,210	297,097	302,754				
Total Fleet	407,125	410,500	474,268	668,079	680,210	857,097	712,754	420,000	430,000	615,000	405,000
Facilities											
New Station						750,000	750,000	750,000	750,000	750,000	750,000
Station alerting	66,135		120,000.00								
225 James	10,000	-	-	-	-	-	-	-	-	-	-
Station Furniture/Appliances	-	20,100	26,500	-	-	7,500	-	-	-	-	-
Computers/technology	12,000	33,000	15,803	13,701	14,706	14,924	17,357	21,209	19,010	16,694	18,080
Total Facilities	88,135	53,100	162,303	13,701	14,706	772,424	767,357	771,209	769,010	766,694	768,080

Fleet, Facilities and Equipment Capital Fund

	<u>FY 23/24</u>	<u>FY 24/25</u>	<u>FY 25/26</u>	<u>FY 26/27</u>	<u>FY 27/28</u>	<u>FY 28/29</u>	<u>FY 29/30</u>	<u>FY 30/31</u>	<u>FY 31/32</u>	<u>FY 32/33</u>	<u>FY 33/34</u>
Equipment											
Fire Equipment	8,425	11,766	10,166	10,334	10,404	10,476	10,650	10,727	7,206	7,287	7,371
Hose	10,000	19,100	13,000	8,000	8,000	8,000	6,000	6,000	6,500	6,500	7,000
Structural FF Turnouts	32,816	47,929	29,701	39,293	41,731	42,698	43,694	43,892	44,924	45,987	46,202
Wildland Turnouts	5,670	24,230	6,063	6,333	5,465	5,629	5,798	5,972	6,151	7,157	7,372
USAR	-	5,539	3,845	3,845	12,370	12,741	13,064	13,456	13,859	14,275	14,703
Motorola Radios	43,940	12,000			65,000	45,000					
Motorola Software	32,117										
WT-11 Equipment					10,000						
EMS equipment	-	30,000	15,000	60,000	7,500	-	-	-	-	-	-
SCBA Bottles	-	-	800	9,900	-	-	-	-	-	-	-
Extrication Equipment	100,000										
Swiftwater Rescue	45,000	5,000	-	-	-	-	-	-	-	-	-
Rescue Equipment	-	11,000	-	-	-	12,000	-	-	-	-	-
Total Equipment	277,968	196,564	93,575	197,705	167,970	136,544	79,206	80,046	78,640	81,206	82,648
Total Capital Outlay	773,228	660,164	730,145	879,485	862,886	1,766,065	1,559,317	1,271,255	1,277,650	1,462,900	1,255,728
Transfers:											
General Fund		190,016	195,716	201,587	207,635	213,864	220,280	476,888	741,195	1,013,431	1,043,834
Fire Mitigation Fund	400,000	200,000	350,000	550,000	700,000	1,600,000	1,200,000	800,000	525,000	425,000	200,000
Transfers	400,000	390,016	545,716	751,587	907,635	1,813,864	1,420,280	1,276,888	1,266,195	1,438,431	1,243,834
Ending balance	521,155	306,007	302,680	229,278	279,508	333,853	198,713	208,432	200,917	179,977	171,444
<i>Interest Earnings</i>	<i>1,500</i>	<i>3,763</i>	<i>5,935</i>	<i>4,496</i>	<i>5,481</i>	<i>6,546</i>	<i>3,896</i>	<i>4,087</i>	<i>3,940</i>	<i>3,529</i>	<i>3,362</i>
	<i>2.50%</i>	<i>2.50%</i>	<i>4.00%</i>	<i>4.00%</i>	<i>4.00%</i>	<i>4.00%</i>	<i>4.00%</i>	<i>4.00%</i>	<i>4.00%</i>	<i>4.00%</i>	<i>4.00%</i>

Fire Equipment	Amount	Qty	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	FY31/32	FY32/33	FY33/34
Replacement Cost													
Apparatus													
PPV Fans (Battery operated)				\$ 4,500.00	\$ 4,300.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
Tires for 411			\$ 2,474.95										
Small enclosed Trailer			\$ 350.00										
Kussmaul chargers for E211, Q11 or WT11				\$ 5,000.00									
Wildland													
Hose Packs	\$ 200.00	2		\$ 400.00	\$ 400.00	\$ 412.00	\$ 424.36	\$ 437.09	\$ 450.20	\$ 463.71	\$ 477.62	\$ 491.95	\$ 506.71
Web Gear	\$ 260.00	2		\$ 520.00	\$ 520.00	\$ 535.60	\$ 551.67	\$ 568.22	\$ 585.26	\$ 602.82	\$ 620.91	\$ 639.53	\$ 658.72
Shelter	\$ 475.00	2		\$ 950.00	\$ 950.00	\$ 978.50	\$ 1,007.86	\$ 1,038.09	\$ 1,069.23	\$ 1,101.31	\$ 1,134.35	\$ 1,168.38	\$ 1,203.43
Personal flash lights	\$ 66.00	6		\$ 396.00	\$ 396.00	\$ 407.88	\$ 420.12	\$ 432.72	\$ 445.70	\$ 459.07	\$ 472.84	\$ 487.03	\$ 501.64
Total				\$ 2,266.00	\$ 2,266.00	\$ 2,333.98	\$ 2,404.00	\$ 2,476.12	\$ 2,550.40	\$ 2,626.92	\$ 2,705.72	\$ 2,786.89	\$ 2,870.50
Hand Tools	Total \$28,959		\$ 3,600.00	\$ -	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00			
Workbench tools	Total \$4030		\$ 2,000.00	\$ -									
Total			\$ 8,424.95	\$ 11,766.00	\$ 10,166.00	\$ 10,333.98	\$ 10,404.00	\$ 10,476.12	\$ 10,650.40	\$ 10,726.92	\$ 7,205.72	\$ 7,286.89	\$ 7,370.50

Computers (Replace 3 Years)				FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	FY31/32	FY32/33	FY33/34	
Replacement Cost				2,000.00	2,050.00	2,101.25	2,153.78	2,207.63	2,262.82	2,319.39	2,377.37	2,436.81	2,497.73	2,560.17	
Host Name	Model	Type	Site	Serial Number											
		Tablet			10,000.00	1,200.00	1,200.00	1,200.00			1,300.00	1,300.00	1,300.00		
ACY-S02-PDT01	OptiPlex 7070	Desktop	ACY - Stati	83FBH13					2,262.00						
ACY-S02-PDT02	OptiPlex 7070	Desktop	ACY - Stati	83CJH13					2,262.00						
FD-ASSTCHIEF-01	OptiPlex 7460 A	Desktop	ACY - Stati	H83T0T2			2,101.25					2,436.81			
FD-ASSTFIRECHF	OptiPlex 9030 A	Desktop	ACY - Stati	CHZQSX1		2,050.00					2,377.37		2,497.00		
ACY-S02-ASSTCHF	Latitude 7520	Laptop	ACY - Stati	35V97G3						2,319.00					
ACY-S11-DT01	OptiPlex Micro 7	Desktop	ACY - Stati	FL806X3						2,319.00					
ACY-S11-EXASST	OptiPlex 7780 A	Desktop	ACY - Stati	F1N0N83				2,153.00						2,560.17	
ACY-S11-PCR03	Surface Pro 9	Laptop	ACY - Stati	0F01CVB231300E							2,377.37				
ACY-S11-PCR04	Surface Pro 9	Laptop	ACY - Stati	0F0053G232800E							2,377.37				
FD-ADMIN	OptiPlex 7460 A	Desktop	ACY - Stati	H80L0T2			2,101.00					2,436.81			
FD-CAPT-02	OptiPlex 9020	Laptop	ACY - Stati	G5M3202		2,050.00					2,377.00				
FD-COMMROOM	OptiPlex 9030 A	Desktop	ACY - Stati	6KZT382			2,101.25					2,436.81			
FD-FIRECHF-LPT	Latitude 7400	Laptop	ACY - Stati	2WG2063				2,153.00						2,560.17	
FD-FSHBWL-02	OptiPlex 9030 A	Desktop	ACY - Stati	4V9G182											
FD-FSHBWL-03	OptiPlex 9020	Desktop	ACY - Stati	B1Z8X12	2,000.00					2,319.00					
FD-FSHBWL-05	OptiPlex 7440 A	Desktop	ACY - Stati	GMPGGB2									2,497.00		
FD-FSHBWL-06	OptiPlex 7450 A	Desktop	ACY - Stati	5QRQB02										2,560.00	
ACY-S11-PCR01	Surface Pro X	Laptop	ACY - Stati	022450101553											
ACY-S11-PCR02	Surface Pro X	Laptop	ACY - Stati	034011514553											
Unknown name	Surface Pro X	OpenGov	City			27,700.00	10,400.00	10,400.00	10,400.00	10,400.00	10,400.00	10,400.00	10,400.00	10,400.00	
			Total		12,000.00	33,000.00	15,802.50	13,701.00	14,706.00	14,924.00	17,357.00	21,209.11	19,010.43	16,694.00	18,080.34

911 Furniture	Year Purchased	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	FY31/32	FY32/33	FY33/34
Recliners (6)	2007			\$ 5,500.00								
Station 211- Workbench expansion			\$ 1,000.00									
Compressor Stator 211			\$ 1,000.00									
Flammable Liquid Cabinet			\$ 1,200.00									
Training Room Equipment TV			\$ 1,000.00									
Mattresses (6)	2015			\$ 3,000.00								
Station 11- Apparatus Bay - push button Fire Safety Hardware			\$ 2,700.00									
Gym Equipment 211			\$ 2,700.00									
Office Chairs (12)	2015											
Kitchen table	2007											
Stove/Range	2007			\$ 18,000.00			\$ 7,500.00					
Refrigerators	2007		\$ 9,500.00									
Dishwashers	2007		\$ 1,000.00									
Washer/Dryer	2007											
Extractor	2007											
BBQ	2016											
Total		\$ -	\$ 20,100.00	\$ 26,500.00	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -

Hose	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	FY31/32	FY32/33	FY33/34
	10,000.00	19,100.00	13,000.00	8,000.00	8,000.00	8,000.00	6,000.00	6,000.00	6,500.00	6,500.00	7,000.00

US&R Turn Outs	Replacement Cost	Qty	Life Span	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	FY31/32	FY32/33	FY33/34
BDU Shirt	\$ 100.00	20			\$ 618.00	\$ 530.45	\$ 546.36	\$ 562.75	\$ 579.64	\$ 597.03	\$ 614.94	\$ 633.39	\$ 652.39	\$ 671.96
Pant	\$ 195.00	20			\$ 2,264.33	\$ 1,034.38	\$ 1,034.38	\$ 1,917.74	\$ 1,975.27	\$ 1,975.27	\$ 1,356.35	\$ 1,397.04	\$ 1,397.04	\$ 1,918.60
Jacket	\$ 70.00	20			\$ 432.60	\$ 371.32	\$ 371.32	\$ 688.42	\$ 709.07	\$ 730.34	\$ 501.50	\$ 516.55	\$ 532.04	\$ 730.67
Helmet (dual)	\$ 285.00		10		\$ 1,761.30	\$ 1,511.78	\$ 1,511.78	\$ 1,557.14	\$ 1,603.85	\$ 1,651.97	\$ 1,701.52	\$ 1,752.57	\$ 1,805.15	\$ 1,859.30
Gloves	\$ 72.00	20	2		\$ 432.00	\$ 370.80	\$ 1,511.78	\$ 1,557.14	\$ 1,603.85	\$ 1,651.97	\$ 1,701.52	\$ 1,752.57	\$ 1,805.15	\$ 1,859.30
Duffle Bags	\$ 55.00	20			\$ 339.90	\$ 291.75	\$ 6,190.30	\$ 6,376.01	\$ 6,567.29	\$ 6,764.31	\$ 6,967.24	\$ 7,176.25	\$ 7,391.54	\$ 7,613.29
Safety Glasses	\$ 50.00	20	3		\$ 309.00	\$ 265.23	\$ 265.23	\$ 273.18	\$ 281.38	\$ 289.82	\$ 298.51	\$ 307.47	\$ 316.69	\$ 326.19
Total				\$ -	\$ 5,539.13	\$ 3,845.25	\$ 3,845.25	\$ 12,369.62	\$ 12,740.70	\$ 13,063.67	\$ 13,455.58	\$ 13,859.24	\$ 14,275.02	\$ 14,703.27

Qty 6 5 5 9 9 9 6 6 6 8
 Ancillary PPE will be purchased as needed. Pants/coats replace every 5 years.

Notes														
	3%													\$ -
Shirt				\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93	\$ 119.41	\$ 122.99	\$ 126.68	\$ 130.48	\$ 134.39	
Pant				\$ 200.85	\$ 206.88	\$ 213.08	\$ 219.47	\$ 219.47	\$ 226.06	\$ 232.84	\$ 232.84	\$ 239.83	\$ 247.02	
Jacket				\$ 72.10	\$ 74.26	\$ 76.49	\$ 78.79	\$ 81.15	\$ 83.58	\$ 86.09	\$ 88.67	\$ 91.33	\$ 94.07	
Helmet Dual				\$ 293.55	\$ 302.36	\$ 311.43	\$ 320.77	\$ 330.39	\$ 340.30	\$ 350.51	\$ 361.03	\$ 371.86	\$ 383.02	
Gloves				\$ 72.00	\$ 74.16	\$ 76.38	\$ 78.68	\$ 81.04	\$ 83.47	\$ 85.97	\$ 88.55	\$ 91.21	\$ 93.94	
Duffle Bags				\$ 56.65	\$ 58.35	\$ 60.10	\$ 61.90	\$ 63.76	\$ 65.67	\$ 67.64	\$ 69.67	\$ 71.76	\$ 73.92	
Safety Glasses				\$ 51.50	\$ 53.05	\$ 54.64	\$ 56.28	\$ 57.96	\$ 59.70	\$ 61.49	\$ 63.34	\$ 65.24	\$ 67.20	

Structural Turn Outs	Replacement Cost	Qty	Life Span	Year Purchas	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	FY31/32	FY32/33	FY33/34
Turnouts	\$ 3,500.00	23	10		\$28,000.00	\$24,500.00	\$18,040.75	\$26,014.76	\$26,795.20	\$27,599.06	\$28,427.03	\$28,451.87	\$29,305.43	\$30,184.59	\$30,210.97
Helmet	\$ 450.00	23	10		\$ 3,600.00	\$ 900.00	\$ 2,387.03	\$ 3,442.09	\$ 3,545.35	\$ 3,651.71	\$ 3,761.26	\$ 3,874.10	\$ 3,990.33	\$ 4,110.04	\$ 4,233.34
Flash Hood	\$ 50.00	23	1		\$ 400.00	\$ 250.00	\$ 265.23	\$ 382.45	\$ 393.93	\$ 405.75	\$ 417.92	\$ 430.46	\$ 443.37	\$ 456.67	\$ 470.37
Eye protection						\$ 300.00									
Gloves	\$ 120.00	23	1		\$ 960.00	\$ 618.00	\$ 636.54	\$ 917.89	\$ 945.43	\$ 973.79	\$ 1,003.00	\$ 1,033.09	\$ 1,064.09	\$ 1,096.01	\$ 1,128.89
Statio/Structure Boots						\$13,000.00									
Flashlight	\$ 70.00					\$ 360.50	\$ 371.32	\$ 535.44	\$ 551.50	\$ 568.04	\$ 585.09	\$ 602.64	\$ 620.72	\$ 639.34	\$ 658.52
Annual Cleaning/Testing					\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	6000	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
Repairs					\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	2000	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
	\$ 4,190.00														
					\$40,960.00	\$47,928.50	\$29,700.86	\$39,292.63	\$41,731.41	\$42,698.35	\$43,694.30	\$43,892.16	\$44,923.93	\$45,986.64	\$46,202.08
				Qty	8	5	5	7	7	7	7	7	7	7	7

Full turn-out sets every 10 years starting
Ancillary items will be replaced one at a time as needed.

Notes

Expired Turn outs	1st Set	2nd Set
2023	1	9
2025	0	2
2027		3
2028	9	2
2029	2	
2030	2	

Increase	3%														
Turnouts	\$ 3,500.00	\$ 3,605.00	\$ 3,608.15	\$ 3,716.39	\$ 3,827.89	\$ 3,942.72	\$ 4,061.00	\$ 4,064.55	\$ 4,186.49	\$ 4,312.08	\$ 4,315.85				
Helmet	\$ 450.00	\$ 463.50	\$ 477.41	\$ 491.73	\$ 506.48	\$ 521.67	\$ 537.32	\$ 553.44	\$ 570.05	\$ 587.15	\$ 604.76				
Flash Hood	\$ 50.00	\$ 51.50	\$ 53.05	\$ 54.64	\$ 56.28	\$ 57.96	\$ 59.70	\$ 61.49	\$ 63.34	\$ 65.24	\$ 67.20				
Gloves	\$ 120.00	\$ 123.60	\$ 127.31	\$ 131.13	\$ 135.06	\$ 139.11	\$ 143.29	\$ 147.58	\$ 152.01	\$ 156.57	\$ 161.27				
Flashlight	\$ 70.00	\$ 72.10	\$ 74.26	\$ 76.49	\$ 78.79	\$ 81.15	\$ 83.58	\$ 86.09	\$ 88.67	\$ 91.33	\$ 94.07				

				FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	FY31/32	FY32/33	FY33/34
Pant - Blue Dual	\$ 210.00	12	10	2,520.00	-	2,673.47	2,753.67	2,836.28	2,921.37	3,009.01	3,099.28	3,192.26	3,288.03	3,386.67
Pant- Yellow	\$ 290.00		10	\$ -	\$ -	\$ -	\$ -							
Coat/Pant - Yellow	\$ 315.00	20	6	\$ 1,890.00	\$ 23,000.00	\$ 2,339.28	\$ 2,409.46	\$ 1,772.68	\$ 1,825.86	\$ 1,880.63	1937.051338	1995.162878	2877.02487	2963.335616
Helmet	\$ 70.00	10	6	\$ 420.00	\$ 500.00	\$ 490.00	\$ 490.00	\$ 504.70	\$ 519.84	\$ 535.44	\$ 551.50	\$ 568.04	\$ 585.09	\$ 602.64
Gloves	\$ 60.00	10	6	\$ 360.00	\$ 250.00		\$ 120.00	\$ 123.60	\$ 127.31	\$ 131.13	\$ 135.06	\$ 139.11	\$ 143.29	\$ 147.58
Goggles	\$ 45.00	10	3	\$ 270.00	\$ 270.00	\$ 315.00	\$ 315.00	\$ 135.00	\$ 139.05	\$ 143.22	\$ 147.52	\$ 151.94	\$ 156.50	\$ 161.20
Shroud	\$ 35.00	10		\$ 210.00	\$ 210.00	\$ 245.00	\$ 245.00	\$ 92.70	\$ 95.48	\$ 98.35	\$ 101.30	\$ 104.33	\$ 107.46	\$ 110.69
Total				\$ 5,670.00	\$ 24,230.00	\$ 6,062.75	\$ 6,333.14	\$ 5,464.96	\$ 5,628.91	\$ 5,797.77	\$ 5,971.71	\$ 6,150.86	\$ 7,157.39	\$ 7,372.11
Qty Coats				\$ 6.00	\$ 6.00	\$ 7.00	\$ 7.00	\$ 5.00	\$ 5.00	\$ 5.00	5	5	7	7
Qty helmets					2	2	2	2	2	2	2	2	2	2
Dual Compliant Jacket	\$ 500.00	20		10000	3% increase	3% increas	3% increase							
Dual Compliant Jacket	\$ 500.00	20		\$ 10,000.00	3% increase	3% increas	3% increase							

Ancillary PPE will be purchased as needed. Pants/coats replace every 5 years.

NOTES

Coats	\$ 315.00	3%		\$ 324.45	\$ 334.18	\$ 344.21	\$ 354.54	\$ 365.17	\$ 376.13	\$ 387.41	\$ 399.03	\$ 411.00	\$ 423.33
		2nd Coat											
		1st Coat	OOC 23-										
Wildland Coats	OOC 23-24	24	OOC 2024	OOC 25	OOC 26	OOC 27							
	11	15	1		3	3							

SCBA Bottles	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	FY31/32	FY32/33	FY33/34
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	-	-	800.00	9,900.00	-	-	-	-	-	-	-	-
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EMS	Replacement Cost	Qty	Life Span	Year Purchased	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	FY31/32	FY32/33	FY33/34
LP15	\$ 25,000.00	1	15	2010				\$ 30,000.00							
LP15	\$25,000.00	1	15	2010				\$ 30,000.00							
LP15	\$ 25,000.00	1	15	2017											
Lucas	\$ 15,000.00	1	15	2010											
Lucas	\$ 15,000.00	1	15	2010		\$ 15,000.00	\$ 15,000.00								
ALS Trainer	\$ 5,000.00								\$ 7,500.00						
Airway Bags	\$ 250.00	8	3			\$ 15,000.00									
Software (Bandages)	\$ 400.00	Misc	5												
Hardware (Laryngoscopes, etc.)	\$ 50.00	3 sets	10												
Oxygen Cylinders (Rental)			None												
Total					\$ -	\$ 30,000.00	\$ 15,000.00	\$ 60,000.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Highlighted items are supplies not capital items

Water Rescue	Replacement C	Qty	Life Span	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	FY31/32	FY32/33	FY33/34
SWT Radios	\$ 900.00	2	10											
Dry Suits	\$ 760.00	6	10											
PFD's	\$ 250.00	15	15											
SWRT Helmets	\$ 110.00	15	15											
Gloves	\$ 40.00	15	5											
Knives	\$ 35.00	15	15											
Head Lamps	\$ 45.00	15	5											
Throw Rope Bags														
Fins														
Undergarments	\$ 75.00	6	10											
Inflatable Boats with trailers		12	10											
Swiftwater PPE					\$ 5,000.00									
Boat motors	\$ 5,500.00	1	20											
Total	\$ 5,000.00	1	20											
				\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Dry Suit Replacement Every 10 years

Ancillary equipment will be replaced one by one on an as needed basis.

Rescue Equipment	Year Purchased	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	FY31/32	FY32/33	FY33/34
Replacement Cost												
Holmatro Hydraulic Tools- Grant		OTS										
Radio/Coms												
RFI Tags												
High Pressure Air Bags												
Collapse Rescue												
Thermal Imaging							12,000					
Confined Space												
Rope Rescue												
SCBA Escape Packs - Retro-fit			11,000									
Total			11,000	-	-	-	12,000	-	-	-	-	-

Vehicle Repairs	860-970-5520
Q 11 Tires	4,900.00
Trailer - 3 tires	500.00
Tires	5,000.00
Annual Service - E-11 & E 211	16,000.00
Maintenance	25,000.00
Fleet - oil change	5,000.00
Ladder Testing	5,000.00

61,400.00