



AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD MEETING

AGENDA

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

January 24, 2023

6:30 PM

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

Consistent with Government Code Section 54953 and the American Canyon Board of Directors Resolution Declaring the Existence of a Local Emergency due to the COVID-19 Pandemic, Board of Directors and other public meetings will be conducted both in person at City Hall, 4381 Broadway, Suite 201, and also via Zoom Teleconferencing to promote local, state, and federal guidelines and social distancing recommendations for the containment of the coronavirus. District officials and members of the public are invited to attend the meeting either in person or via teleconference This meeting will be broadcast live to residents on Napa Valley TV [here](#) and on YouTube [here](#).

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

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

Oral comments, during the meeting: A Zoom Meeting has been established for public participation during the meeting related to a specific agenda item, or matters not on the agenda. To give your public comment directly to the legislative body during the meeting, use the Register to Speak feature of [eComments](#) or connect via below Zoom link and follow the instructions or by calling 1-669-900-6833.

Zoom Meeting Link: [Click here](#)

Meeting ID: 473 098 2057 **Passcode:** 472570

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.

PUBLIC ADDRESS-CLOSED SESSION ITEMS

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

5:30 P.M. CLOSED SESSION

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

PROCLAMATIONS AND PRESENTATIONS

- 3. [Fire Explorer Update](#)
Recommendation: Receive presentation**
- 4. [Proclamation](#) recognizing the month of February 2023 as American Health Awareness Month.**

PUBLIC COMMENT

This time is reserved for members of the public to address the American Canyon Fire Protection District Board on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the American Canyon Fire Protection District Board. It is recommended that speakers limit their comments to 3 minutes each and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the American Canyon Fire Protection District Board on items on the Agenda should comment via email prior to the start of the meeting. The American Canyon Fire Protection District Board is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the American Canyon Fire

Protection Board does not respond to public comment at this time. Speakers are asked to please speak clearly, and provide their name. Any handouts for distribution to the American Canyon Fire Protection District Board must be emailed by 3:00 p.m. on meeting day.

AGENDA CHANGES

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

CONSENT CALENDAR

5. **Approve November 11, 2022 Minutes .**
6. **AB361 In Person and Remote Teleconferenced Meetings - January 24, 2023 - February 28, 2023**
Recommendation: Adopt a Resolution reaffirming that, due to the continuing COVID-19 Pandemic, a local emergency exists, re-ratifying the Proclamation of a State of Emergency by Governor Newsom on March 4, 2020, and authorizing in-person and remote teleconferenced meetings of legislative and advisory bodies of the American Canyon Fire Protection District for the period of January 24, 2023 - February 28, 2023, pursuant to the Ralph M. Brown Act.
7. **Nationwide Pro-Account Sponsor Agreement**
Recommendation: Adopt Resolution 2023-02 approving the Pro-Account Plan Sponsor Agreement with Nationwide Investment Advisors, LLC. an Ohio limited liability company, with Nationwide Retirement Solutions.
8. **Declare a 2015 Hyundai Tucson as surplus and authorize the disposal by sale or public auction**
Recommendation: Adopt Resolution 2023-03, declaring a 2015 Hyundai Tucson as surplus and authorize the disposal by sale or public auction.
9. **Purchase six Motorola APX 8500 All-Band Mobile Radios with accessories for \$43,939.52 plus applicable taxes and shipping**
Recommendation: Adopt Resolution 2023-04 authorizing the purchase of six Motorola APX 8500 All-Band Mobile Radios with accessories for \$43,939.52 plus applicable taxes and shipping.

PUBLIC HEARINGS

None

BUSINESS

10. **Development Impact Fee Nexus Study**
Recommendation: Adopt a Resolution accepting the development impact fee nexus study, imposing a Fire Capital Facilities Fee.

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



TITLE

Fire Explorer Update

RECOMMENDATION

Receive presentation

CONTACT

Robert Rojas, Firefighter

BACKGROUND & ANALYSIS

The American Canyon Fire Protection District is excited to announce that the Fire Explorer program has been re-established and we have eight new Fire Explorers ready to start their journey. This program is an excellent opportunity for young individuals to learn leadership techniques and soft skills while also receiving training on firefighting skills, hose lay evolutions, ladder techniques, and proper use of firefighting tools and equipment.

We are looking forward to working with the new Explorers and exploring all the possibilities this program has to offer. This program is an excellent opportunity for the Explorers to gain valuable experience and skills that will benefit them in their future careers.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The registration fee for the program is \$200, which will be applied towards uniforms and supplies. Additionally, the District has budgeted additional funds in the Fiscal 2022-2023 budget for training.

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

None

AMERICAN CANYON FIRE PROTECTION DISTRICT PROCLAMATION



PROCLAIMING THE MONTH OF FEBRUARY 2023 IN THE AMERICAN CANYON FIRE PROTECTION DISTRICT AS

American Heart Month

WHEREAS, the month of February has been proclaimed as “American Heart Month.”

WHEREAS, Heart disease is the leading cause of death in the United States, and it is vital that we act to raise awareness of this disease and its risk factors, as well as to educate the public about the importance of prevention and early detection.; and

WHEREAS, every year more than 600,000 Americans die from heart disease; and

WHEREAS, over 90% of those suffering sudden cardiac arrest die before reaching the hospital; and

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

WHEREAS, it is appropriate to increase awareness of the value of CPR training and encourage placement of AEDs in public places; and

WHEREAS, in 2022, the American Canyon Fire Protection District educated 1,500 community members, including 500 High School Freshman students and 1,000 residents, on Hands-only CPR. This method, recommended by the American Canyon Heart Association, can greatly increase the chance of survival in treating adults; and

WHEREAS, the goal of American Heart Month is to raise awareness of heart disease, prevention and treatment; and

WHEREAS, it is important to take steps to improve heart health, such as eating a healthy diet, getting regular exercise and avoid smoking and vaping, and getting quality sleep each night; and

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

WHEREAS, knowing our numbers – blood pressure, cholesterol, blood sugar, weight - staying active, eating healthy, are all important parts of maintaining a healthy cardiovascular system and preventing sudden cardiac arrest; and

WHEREAS, the American Heart Association and the American Canyon Fire Protection District advocate the “Chain of Survival,” which represents crucial links of the emergency treatment of sudden cardiac arrest. The links are:

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

NOW, THEREFORE, BE IT RESOLVED that I, Leon Garcia, Chairman of the Board of Directors of the American Canyon Fire Protection District hereby proclaim the ***month of February 2023 as American Heart Month***. The American Canyon Fire Protection District encourages all residents to learn the risks of cardiovascular disease, to know their numbers, to stay fit through exercise and good nutrition, to know the signs of Stroke, Heart Attack and Sudden Cardiac Arrest, to learn critical lifesaving skills such as CPR and AED use, to call 9-1-1, to Act in Time when a cardiovascular emergency occurs.

Leon Garcia, Chairman of the Board

January 24, 2023

American Canyon Fire Protection District

Board Meeting

ACTION MINUTES

November 22, 2022

6:30 P.M. OPEN SESSION

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Chairman Garcia led the Pledge of Allegiance

ROLL CALL

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

Absent: None

Excused: None

PROCLAMATIONS AND PRESENTATIONS

1. **Certification of Appreciation recognizing Firefighter Robert Rojas for 5 years of Public Service**
Mayor Garcia presented the Certification of Appreciation to Firefighter Robert Rojas.
2. **Oath of Office and Badge Pinning for Firefighters Conner Alexander, Sarah Bayersdorfer, Eric Hanson, and Christopher Heim.**
District Counsel, William D. Ross, administered the Oath of Office to Firefighters Conner Alexander, Sarah Bayersdorfer, Eric Hanson, and Christopher Heim.
3. **Oath of Office and Badge Pinning for Assistant Fire Chief Clifford Campbell.**
District Counsel, William D. Ross, administered the Oath of Office to Assistant Fire Chief Clifford Campbell collectively with the Firefighters mentioned above
4. **Oath of Office and Badge Pinning for Mascot Marshal**
District Counsel, William D. Ross, administered the Oath of Office to Mascot Marshal

Public Comment

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

AGENDA CHANGES

There were no agenda changes.

CONSENT CALENDAR

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

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

Nays: None

Abstain: None

Absent: None

Excused: None

5. **AB 361 In Person and Remote Teleconferenced Meetings - December 1, 2022 - February 28, 2023**

Action Adopted a Resolution due to continuing conditions of a state of emergency caused by the COVID-19 Pandemic, District meetings will be held as hybrid or in-person meetings with the option to attend by teleconference/video conference or in-person meetings of legislative bodies of the American Canyon Fire Protection District for the period of December 1, 2022 through February 28, 2023 pursuant to Brown Act Provisions.

6. **Proposed calendar of the American Canyon Fire Protection District Board of Directors meeting dates for the calendar year 2023.**

Action: Approved Resolution 2022-30 regarding proposed calendar of the American Canyon Fire Protection District Board of Directors meeting dates for the calendar year 2023.

7. **Waive Second Reading by Title Only of an Ordinance Adopting by Reference the 2022 Edition of the California Code of Regulations Title 24 and Related Model Codes with Appendices and Amendments as Identified Herein through Express Findings of Local Necessity; Repealing Ordinance 2019-03 of the American Canyon Fire Protection District ("District") and all Other Ordinances and Parts of Ordinances in conflict therewith.**

Action: Adopted an Ordinance adopting the 2022 of the California Code of Regulations Title 24, Part 9 and related model codes with appendices and amendments as identified through express findings of local necessity, repealing District Ordinance 2019-03 and applying the new Ordinance of the District with local amendments to those codes.

8. **Minutes of October 25, 2022**

Action: Approved the Minutes of the Fire District Board Meeting of October 25, 2022.

9. **Dispatching Services Agreement between the City of Napa and the American Canyon Fire Protection District for the administration and operation of centralized emergency response dispatching services**

Action: Adopted Resolution 2022-31 authorizing execution of Amendment No. 6 for FY 2020/2021 and FY 2021-2022 to the Cooperative Joint Powers Dispatching

Services Agreement between the City of Napa and the American Canyon Fire Protection District for the administration and operation of centralized emergency response dispatching services.

PUBLIC HEARINGS

None

BUSINESS

10. Approve two Battalion Chief positions effective January 1, 2023.

Action: Adopted Resolution No. 2022-32 approving two Battalion Chief positions for the Fiscal Year 2022-2023 mid-year budget effective January 1, 2023. made by Board Member Joseph, seconded by Board Member Washington, and CARRIED by roll call vote.

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

Nays: None

Abstain: None

Absent: None

Excused: None

Board of Directors received a presentation from Financial Consultant, Ken Campo, on the Financial Overview/Forecast of the Battalion Chief Positions.

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

FIRE CHIEF ORAL REPORT

Chief Belyea thanked the Board of Directors for supporting the Battalion Chief Mid-Level Chief Officer positions. Chief Belyea wished everyone a happy and safe Thanksgiving.

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

None

ADJOURNMENT

Meeting was adjourned at 8:08 p.m.

CERTIFICATION

Geoff Belyea,
District Fire Chief/District Clerk



TITLE

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

RECOMMENDATION

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

CONTACT

Geoff Belyea, Fire Chief

William D. Ross, Legal Counsel

BACKGROUND & ANALYSIS

Because of the COVID-19 Pandemic, the Board of Directors of the American Canyon Fire Protection District (District), have been conducting meetings via Zoom.

Assembly Bill 361, which was approved at by the Governor on September 16, 2021, allows local agencies such as the District to continue to meet by Zoom or other teleconferencing methods, provided that certain conditions are met. One such condition is that a state of emergency exists and has been officially declared by the Governor. Due to COVID-19, a state-wide state of emergency remains in effect, and is anticipated to expire on February 28, 2023.

The attached Resolution complies with the provisions of AB 361 to allow continued Zoom meetings of the Board of Directors, while also allowing the meetings to be conducted with in-person attendance. This “hybrid” style of meeting continues to promote social distancing by allowing members of the Board of Directors, District Staff, and members of the public to participate in the manner in which they feel most safe, thereby promoting public participation while simultaneously protecting vulnerable members of the public, such as those with compromised immune systems.

The ability to continue to meet by Zoom, even in conjunction with Open Meetings, can be accomplished by the Board of Directors provided that monthly resolutions as agendized are enacted

with provisions referencing appropriate confirmation of declared emergencies are described.

Stated plainly, the Board of Directors will have to enact a “361 Resolution” at least every 30 days to allow the Zoom teleconferencing procedure to continue.

Changes to the first page of the Board of Director Agendas were made beginning October 2021, as the means for the public to participate via continued Zoom teleconference will have to be described consistent with the AB 361 procedures rather than the now-expired Executive Order N-29-20. These changes indicate that, pursuant to this authority, members of the public and members of the Board of Directors may continue to participate by Zoom video/teleconferencing, or alternatively participate in-person at the designated physical meeting location.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

None

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

[1. Resolution 2023-01 Implementing AB 361](#)

RESOLUTION NO. 2023-01

A RESOLUTION OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT PROCLAIMING A LOCAL EMERGENCY EXISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING IN-PERSON OR REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT FOR THE PERIOD JANUARY 24, 2023 THROUGH FEBRUARY 28, 2023, PURSUANT TO BROWN ACT PROVISIONS

WHEREAS, the American Canyon Fire Protection District (“District”) is committed to preserving and nurturing public access and participation in meetings of the American Canyon Fire Protection District Board of Directors (“Board”);

WHEREAS, all meetings of the District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative bodies conduct their business;

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions;

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558;

WHEREAS, that proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological, or human-caused disasters;

WHEREAS, that proclamation also requires that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees;

WHEREAS, emergency conditions exist in the District, specifically, a State of Emergency has been proclaimed by Governor Newsom on March 4, 2020, proclaiming a State of Emergency to exist in California as a result of the threat of COVID-19;

WHEREAS, during the COVID-19 pandemic, the District Board has conducted remote, teleconferenced, or socially distanced meetings, consistent with the Governor’s Executive Orders promoting social distancing, with an exception on June 28, 2022;

WHEREAS, consistent with AB 361, as a condition of extending the use of the provisions found in Government Code Section 54953(e), the District Board must reconsider the circumstances of the state of emergency that exists in the District, and the District Board has done so;

WHEREAS, due to the emergence of new variants of COVID-19, such as Delta Variant and the BA-5 Variant, followed by the surging of the Omicron Variant of COVID-19, not all members of the public may feel safe to participate personally at in-person meetings;

WHEREAS, the District Board has determined that conducting “hybrid” style meetings with the option for members of the public and members of the Board of Directors to attend either virtually or in person would allow participation in a manner in which individuals feel most safe, thereby promoting public participation while simultaneously promoting social distancing and protecting vulnerable members of the public, such as those with compromised immune systems;

WHEREAS, as a consequence of the local emergency, the District Board does hereby find that the legislative bodies of the District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and,

WHEREAS, the District is providing teleconference access via a conference phone-line number to the meetings to ensure public access.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF AMERICAN CANYON FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Exists. The District Board hereby proclaims that a local emergency now exists throughout the District, and the surging Delta Variant of COVID-19 followed by the surging of the Omicron and BA-5 Variant of COVID-19 would present an imminent risk to meeting in person.

Section 3. Ratification of Governor’s Proclamation of a State of Emergency. The District Board hereby ratifies the Governor of the State of California’s Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference and In-Person Meetings. The staff and legislative bodies of the District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings by remote teleconference and in-person in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of February 28, 2023 or such time the District Board adopts a subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED, APPROVED and **ADOPTED** at a Special scheduled meeting of the District Board of the American Canyon Fire Protection District held on the 24th day of January, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel



TITLE

Nationwide Pro-Account Sponsor Agreement

RECOMMENDATION

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

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The American Canyon Fire Protection District (District) maintains two 457(b) deferred compensation plans for the benefit of its employees and their beneficiaries. One of these plans is the Nationwide Retirement Solutions Plan (Plan), which has been managed by Nationwide Retirement Solutions since April 1, 1995. At present, the plan does not offer a managed account service.

The District is interested in adding the Nationwide Pro-Account service to the Deferred Compensation Plan. This service, which is available at an additional cost to the employee, provides research, selection, monitoring, and portfolio adjustments to help employees reach their retirement goals. The District will not cover the annual fee for this service.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

There is no additional fiscal impact. Costs related to the origination and maintenance of loans are assessed to employees directly by Nationwide Retirement Solutions.

ENVIRONMENTAL REVIEW

ATTACHMENTS:

1. RESOLUTION 2022-02 Nationwide
2. Nationwide Pro-Account Plan Sponsor Agreement
3. Nationwide Pro-Account Public Schedule of Fees

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT TO ADOPT RESOLUTION 2023-02 APPROVING THE PRO-ACCOUNT PLAN SPONSOR AGREEMENT WITH NATIONWIDE INVESTMENT ADVISORS, LLC., AN OHIO LIMITED LIABILITY COMPANY WITH NATIONWIDE RETIREMENT SOLUTIONS,

WHEREAS, the American Canyon Fire Protection District maintains two governmental 457 (b) deferred compensations plans, one of which is Nationwide Retirement Solutions; and

WHEREAS, Nationwide Retirement Solutions has managed the Deferred Compensation Program since April 1, 1995; and

WHEREAS, Nationwide Retirement Solutions offers a managed account service associated with the Deferred Compensation Plan; and,

WHEREAS, the District would like to add the Nationwide Pro-Account service to the Deferred Compensation Plan. This service is at an additional cost to the employee, provides research, selection, monitoring, and portfolio adjustments to help employees reach their goals; and

WHEREAS, the District would will not cover the annual fee for this serve; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the American Canyon Fire Protection District adopts Resolution 2023-22 approving the Pro-Account Plan Sponsor Agreement with Nationwide Investment Advisors, LLC., an Ohio limited liability company with Nationwide Retirement Solutions.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 24th day of January, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel



Plan: (the "Plan" or "Plans"): _____

Plan Sponsor (The "Plan Sponsor" "You" "Your"): _____

Plan Sponsor enters into this Agreement with Nationwide Investment Advisors, LLC ("NIA"), an Ohio limited liability company, registered as an investment adviser with the Securities and Exchange Commission under the Investment Advisers Act of 1940 ("Advisers Act").

Plan Sponsor established and sponsors the employee benefit plan(s) which authorize(s) participants in the Plan ("Plan Participants") to self-direct their account within the Plan ("Accounts"); and

Plan Sponsor desires to engage NIA as an authorized provider of investment advisory services to those Plan Participants who choose to have professional guidance in managing their Accounts (collectively, the "Participant Accounts"); and

The Plan authorizes Plan Participants to enter into an investment advisory agreement directly with NIA for the management of their Accounts; and

Plan Sponsor acknowledges that these advisory services are permitted under the documents establishing the Plan ("Plan Documents") and that the investments and investment strategies proposed by NIA through the investment advisory services are consistent with the Investment Policy of the Plan; and

Plan Sponsor acknowledges that NIA is an affiliate of Nationwide Retirement Solutions, Inc., Nationwide Life Insurance Company, Nationwide Trust Company, and RIA Services, Inc. (collectively "Nationwide Affiliates") and that these Nationwide Affiliates will provide to NIA certain administrative services in support of ProAccount (as defined in Section II below).

In consideration of the foregoing and the promises, covenants and mutual agreements set forth in this Agreement, NIA and the Plan Sponsor agree as follows:

I. APPOINTMENT OF INVESTMENT ADVISOR

The Plan Sponsor is authorized to appoint and now engages NIA to provide discretionary investment advisory services to Plan Participants who elect to have their Accounts managed by NIA. NIA hereby accepts this appointment, subject to the terms and conditions of this Agreement. NIA's authority under this Agreement remains in effect until changed or terminated pursuant to the termination provision (Section VIII) of this Agreement. Unless otherwise specified, for Plans that are record kept by Nationwide or Nationwide Affiliate on a single Nationwide recordkeeping system, NIA's appointment and authority under this Agreement shall apply to all employee benefit plans sponsored by the Plan Sponsor. If the Plan Sponsor desires to exclude a plan from coverage under this Agreement, now or at a later date, the Plan Sponsor must notify NIA of such individual plan's exclusion or termination of services under this Agreement in accordance with Section VIII of this Agreement. For Plans that are record kept by a third-party service provider or vendor, NIA's appointment and authority under this agreement shall apply only to the individual Plan as listed above.

II. PROACCOUNT PROGRAM DESCRIPTION

The ProAccount program is a discretionary managed account service offered by NIA ("ProAccount") for defined contribution plans participants and certain other employee benefit plan participants who desire professional guidance in managing their self-directed retirement plan account. ProAccount offers individualized investment advice using an investment process developed and maintained by an independent financial expert ("IFE") hired and overseen by NIA.

Under ProAccount, the IFE develops and maintains managed account portfolios ("Portfolios") based on all eligible investment options available under the Plan's menu of investments, and for certain product platforms, the IFE has access to all investment options available on the product platforms ("ProAccount Investments"). In its evaluation of ProAccount Investments for inclusion in the Portfolios, the IFE takes into account the maximum range of asset fees associated with the Nationwide Retirement Program, but does not consider the specific asset fees charged by the Nationwide Retirement Program to the Plan. Certain Portfolios could include allocations to investments offering a guaranteed lifetime income benefit. The guaranteed income benefit provided by these investments could be forfeited based on action taken by You or based on the IFE's changes to its Portfolios.

In addition, the Plan may offer investment options other than ProAccount Investments, including, but not limited to, individual stocks, employer stock, guaranteed certificate funds, certain collective investment funds and participant allocations to certain group fixed annuity contracts (collectively, “Non-ProAccount Investments”), which will not be considered by the IFE in the development of the Portfolios. ***Plan Sponsor hereby acknowledges that any employer-directed assets, Non-ProAccount Investments, or assets held in self-directed brokerage accounts are not eligible for ProAccount and will remain invested in their current manner until further action is taken by the Plan Participant or the Plan outside of ProAccount to move such assets into other investments that are eligible for ProAccount management.*** You further acknowledge that when a Participant enrolls in ProAccount, all of their existing investments that qualify as ProAccount Investments are liquidated when they enroll in ProAccount with the proceeds being allocated to their Participant Account. Such liquidation could result in a forfeiture of any current or future benefits offered by the investment options, including, but not limited to, guaranteed income benefit that a Participant may have been entitled to prior to the liquidation.

NIA will exercise authority by managing the Participant Accounts in accordance with the investment process as communicated by the IFE. In accordance with instructions from the IFE, NIA will rebalance Participant Accounts at least quarterly and more frequently if determined by the IFE that such rebalance is appropriate. In accordance with current policies and procedures, Plan Participants electing ProAccount will complete documentation, including the ProAccount Questionnaire (the “Questionnaire”), as part of the enrollment process. The Questionnaire is a tool developed by the IFE to help identify Plan Participant’s risk tolerance, investment horizon, and retirement objectives. In addition to the Questionnaire, additional information provided by Plan Participants through recordkeeping systems, interactive online planning tools, such as the My Interactive Retirement Planner tool, and other financial risk tolerance questionnaire(s) may be used by NIA and provided to the IFE to further refine their investor profile. Such information will only be used if it is determined to be sufficiently reasonable and complete.

If You have elected ProAccount as the Qualified Default Investment Alternative (“QDIA”) or default investment alternative for Your plan, participant contributions and any existing balances eligible for ProAccount will be placed in a moderate risk portfolio based on the participant’s age. When used as a QDIA or default investment alternative, ProAccount may have limited participant information. However, participants can choose to affirmatively select ProAccount and provide additional information to allow for a more individualized risk-tolerance analysis. For Plans subject to ERISA, consistent with the Department of Labor’s guidance on the requirements of Qualified Default Investment Alternatives under the pension Protection Act of 2006, investments that charge a redemption fee to participants will also be treated as Non-ProAccount Investments.

The IFE may use investment options for which NIA or an affiliate acts as an investment adviser (“Affiliated Investments”). With respect to the IFE’s investment of Plan Participant Accounts in Affiliated Investments, Nationwide Affiliates neither endorse nor encourage the IFE’s use of Affiliated Investments. ***The Plan Sponsor acknowledges that Plan Participant Accounts may be invested in Affiliated Investments.***

The IFE is not a party to this Agreement, and there is no contractual relationship between the Plan and the IFE. Services provided by the IFE are provided to NIA and all fees and expenses charged by the IFE for its services are paid by NIA. The advice provided to Plan Participants under ProAccount is limited to the independent advice provided based on the Portfolios created by the IFE, which NIA cannot modify. By signing this Agreement, You agree that NIA has discretion to terminate its relationship with the IFE at any time, without notice to You, and engage the services of a suitable replacement.

III. OBLIGATIONS AND REPRESENTATIONS OF THE PLAN SPONSOR

The Plan Sponsor agrees to notify NIA of any change to the Plan Documents that affects NIA’s rights or duties to the Plan or Plan Participants. If such a change occurs, NIA must agree to the modifications that impact NIA’s rights or duties in writing.

The Plan Sponsor represents that the Plan is operated, and NIA’s appointment is, in compliance with all applicable federal and state laws, rules and regulations.

IV. OBLIGATIONS AND REPRESENTATIONS OF NIA

If the Plan is subject to the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended by law, NIA acknowledges that NIA is an “investment manager,” as defined by Section 3(38) of ERISA and the Internal Revenue Code of 1986, as amended, (the “Code”) and also acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in this Agreement). NIA agrees that in performing its duties and obligations under this Agreement, NIA will act in conformity with this Agreement, the agreement between NIA and the Plan Participants, the requirements of the Advisers Act, and all other applicable law.

NIA represents that it is registered as an investment adviser with the SEC under the Advisers Act and each of its representatives are properly registered, licensed and/or qualified to act as such under all applicable federal and state securities statutes and regulations.

NIA does not have any duty, responsibility or liability for Plan assets that are not part of the Participant Accounts that NIA manages through ProAccount. As part of this Agreement, NIA will not provide investment advice regarding, or have fiduciary responsibility for, the selection and monitoring of investment options available in the Plan.

NIA shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held in ProAccount.

V. PROACCOUNT FEES

For purposes of services rendered to Plan Participants, the Plan Sponsor hereby approves, subject to specific approval by each Plan Participant electing ProAccount, a participant level advice program fee (“ProAccount Fee”) as outlined in the attached ProAccount Schedule of Fees. The ProAccount Fee is separate from the fees and expenses charged by investment options offered through the Plan and in addition to any trustee, custodial, asset, service, administrative or transactional fees that the Plan Participants or the Plan may incur through the Nationwide Affiliate retirement programs.

The ProAccount Fee shall be calculated daily based on the market value of the Plan Participant’s ProAccount Investments and withdrawn quarterly in accordance with each Plan Participant’s investment advisory agreement with NIA. The Plan Sponsor hereby consents to the withdrawal of the ProAccount Fee from the applicable Plan Participant Accounts and agrees that it will use its best efforts to facilitate payment of such ProAccount Fee. If this Agreement terminates before the end of an applicable calendar quarter, then a pro-rata share of the ProAccount Fee will be withdrawn from the Plan Participant Accounts for the portion of the calendar quarter that elapsed prior to the termination.

To the extent permitted by applicable law or regulation, Nationwide Affiliates may receive payments from, or in connection with, ProAccount Investments selected by the IFE for inclusion in the Portfolios. The IFE’s fees for services provided in connection with ProAccount are not based on or affected by the presence or number of the ProAccount Investments the IFE selects for the Portfolios or otherwise influenced by the payments NIA or its affiliates may receive from such investment options.

Certain ProAccount Investments may impose a trade restriction on certain transactions. It is possible that transactions initiated by NIA for ProAccount may result in the imposition of trade restrictions on one or more investment options held in Plan Participant Accounts. For further information on trade restrictions, including whether they will be applicable to any of the investment options within the Plan Participant Accounts, more information can be found in individual fund prospectus or other investment option disclosure material.

In addition to the above, if the Plan is not subject to ERISA, certain ProAccount Investments may charge a redemption fee and a transaction initiated by NIA may result in the imposition of such redemption fee. Redemption fees vary in amount and application from investment option to investment option. Any redemption fee will be deducted from the Plan Participant’s ProAccount Account balance. More information on redemption fees can be found in the individual fund prospectus or other investment option disclosure material.

VI. INDEMNIFICATION, LIMITATION OF LIABILITY, AND RISK ACKNOWLEDGMENT

Each party agrees to hold harmless, defend and indemnify the other party (including its directors, officers, employees, affiliates and agents) from and against any and all claims, liabilities, losses, costs, damages or expenses (including, without limitation, cost of litigation and reasonable attorneys’ fees) (collectively, “Losses”) arising out of or attributable to the indemnifying party’s (i) willful misconduct, bad faith, criminal activity, or gross negligence, (ii) material breach of this Agreement or the material inaccuracy of any representation or warranty provided hereunder, or (iii) violation of any law to which such party is subject.

Plan Sponsor, on behalf of the Plan, agrees to hold harmless, defend and indemnify NIA (including its directors, officers, employees, affiliates and agents) from and against any and all Losses arising out of or attributable to NIA’s following directions or carrying out instructions, or using obsolete, inaccurate or incomplete information, given or furnished by the Plan or its agents.

A party that seeks indemnification under this Section VI must promptly give the indemnifying party written notice of any legal action. A delay in notice does not relieve an indemnifying party of any liability to an indemnified party, except to the extent the indemnifying party shows that the delay prejudiced the defense of the action. The indemnifying party may participate in the defense at any time or it may assume the defense by giving notice to the other party. After assuming the defense, the indemnifying party: must select an attorney that is satisfactory to the other party; is not liable to the other party for any later attorney’s fees or for any other later expenses that the other party incurs, except for reasonable investigation costs; must not compromise or settle the action without the other party’s consent (but the other party must not unreasonably withhold its consent); and is not liable for any compromise or settlement made without its consent.

If the indemnifying party fails to participate in or assume the defense within 15 days after receiving notice of the action, the indemnifying party is bound by any determination made in the action or by any compromise or settlement made by the other party.

The parties represent and warrant that the indemnification in this Section VI is enforceable under applicable law and that neither party will assert a position contrary to such representation in any judicial or administrative proceeding. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Plan Sponsor may have under federal or state securities law.

Risk Acknowledgment

NIA uses reasonable care, consistent with industry practice, in providing advisory services through ProAccount. All investments in securities involve risk and investing through ProAccount does not guarantee a profit or eliminate market or investment risk. Investment return and principal amounts will fluctuate with market conditions, and Participant Accounts may lose money. Past performance of investments is no guarantee of future results. The analysis and advice provided by the IFE and delivered by NIA depends upon a number of factors, including the information You or the Plan Participants may provide, various assumptions and estimates, and other considerations. As a result, the advice developed, and the recommendations provided are not guarantees that Plan Participants will achieve their retirement goals or anticipated performance. The investment advice to Plan Participants contemplated by this Agreement relates only to the Participant Accounts within the Plan(s) subject to this Agreement that are subject to an investment management agreement between NIA and a Plan Participant and will not apply to any other assets a Plan Participant may own.

VII. CONFIDENTIALITY

Each party agrees that it will not, without the prior written consent of the other party, at any time during the term of this Agreement or any time thereafter, except as may be required by applicable law or as necessary to facilitate the implementation of services hereunder, use or disclose to any person, firm or other legal entity, including any affiliate or other representative of the party, any confidential records, secrets or information related to the other party (collectively, "Confidential Information"). Confidential Information shall include, without limitation, information about the other party's products and services, customer lists, customer or client information, Plan and Plan Participant information, and all other proprietary information used by a party in its business. ***The parties acknowledge and agree that all Confidential Information that it has acquired, or may acquire, was received or will be received in confidence. Each party will exercise the utmost diligence to protect and guard such Confidential Information.***

The Plan Sponsor or such other authorized individual ***(1) acknowledges that it is authorized to provide Confidential Information, including but not limited to Plan Participant information, to NIA and/or its affiliates for the operation of ProAccount, and the provision of such information does not violate any Plan or company provisions or policies; and (2) authorizes the sharing of Plan Participant information among NIA and its affiliates as necessary for the operation of ProAccount.***

VIII. TERM OF AGREEMENT

This Agreement is effective the date it is signed below. ProAccount will be made available to the plan when all required documents are fully completed, signed, and received by NIA and further accepted by NIA as evidenced by internal records maintained by NIA or its designated agent. This Agreement will continue until terminated by either party upon at least 30 days' advance written notice to the other. The Agreement will terminate immediately if the Plan terminates its participation in a Nationwide Affiliate's Retirement Program. In the event NIA terminates its relationship with the current IFE and has not designated a successor IFE, this Agreement will automatically terminate upon written notice from NIA. The Plan Sponsor understands that upon termination of this Agreement, the Participant Accounts will remain invested in ProAccount Investments last allocated by NIA until such time as Plan Participants make changes to their individual Accounts.

IX. MISCELLANEOUS

Notices

All notices required to be delivered under this Agreement will be delivered by U.S. first class mail, overnight courier, electronic mail, or other method as agreed upon by the parties, in each case prepaid as applicable, to NIA at the address provided below and to the Plan Sponsor at the address provided on the signature page of this Agreement (or to such other addresses as the parties may specify to one another in writing):

Nationwide Investment Advisors, LLC
 Attention: Nationwide ProAccount
 10 W Nationwide Blvd. Mail Stop 05-05-201J
 Columbus, OH 43218-2797
 Phone: 888-540-2896
 Email: proacct@nationwide.com

Notices will be deemed received on the earlier of (1) three days from the date of mailing, or (2) the day the notice is actually received by the party to whom the notice was sent.

Disclosure Documents

As an SEC registered investment adviser, NIA provides its Privacy Policy, Form ADV Parts 2A and 2B ("Form ADV"), and Form CRS before or at the time You enter into this Agreement. The Form ADV is a disclosure document that summarizes the investment advisory services provided by an investment adviser registered with the SEC and/or the states. The Form ADV contains information regarding the services, fees, risks, and expenses associated with ProAccount.

By signing this Agreement, you agree to receive the above-mentioned disclosure documents and other required regulatory notices in electronic format including a web address or email containing a link to such web address. NIA may use the e-mail address provided by you to deliver regulatory notices and other disclosure documents. It is your obligation to inform NIA of any changes to your e-mail address. Until informed otherwise, NIA will rely on and deliver regulatory notices and other disclosures to the e-mail address you last provided. The current versions of the Form ADV, the Form CRS. And Privacy Policy are available free of charge online at nationwide.com/proaccountadv. You have the right to request a paper copy, free of charge, of such disclosure documents at any time by calling Nationwide at 888-540-2896. You acknowledge having received and reviewed the above-mentioned disclosure documents upon entering into this Agreement.

Entire Agreement; Amendment

This Agreement and any attachments, for example, the ProAccount Schedule of Fees, constitutes the entire agreement between the parties and supersedes any prior agreements whether oral or written, among the parties relating to the subject matter of this Agreement. ***The Plan Sponsor represents that no markings, alterations or amendments have been made to the Agreement and acknowledges that any such modifications would not be binding on NIA.*** This Agreement may be amended by NIA upon 30 days' prior written notice to the Plan Sponsor and may be amended immediately to the extent required by applicable law.

Headings

All Section headings in this Agreement are for convenience of reference only and do not form part of this Agreement. Section headings will not, in any way, affect the meaning or interpretation of this Agreement.

Waiver

No delay by either party in requiring performance by the other shall affect the right of such party to require performance; no waiver by either party of any breach will be construed as a waiver of any subsequent breach or as a waiver of the provision itself or any other provision.

Survival

The terms and provisions of "Indemnification, Limitation of Liability, and Risk Acknowledgment," "Confidentiality," and "Miscellaneous" sections will survive the termination of this Agreement.

Assignment

Neither party may assign this Agreement (within the meaning of the Advisers Act), any of the rights, duties, or obligations of this Agreement without the other party's prior consent. Any assignment in violation of this provision shall be void and of no force or effect.

Force Majeure

Neither party shall be liable for failure to perform if the failure results from a cause beyond its control, including, without limitation, fire, electrical, mechanical, or equipment breakdowns, delays by third party providers and/or communications carriers, civil disturbances or disorders, terrorist acts, strikes, acts of government authority or new governmental restrictions, or acts of God.

Severability

Should any provision of this Agreement be held invalid or unenforceable by any court, arbitrator, statute, rule or otherwise, the remaining provisions of this Agreement will not be affected thereby and will continue in full force and effect to the fullest extent practicable.

Governing Law

This Agreement and its enforcement will be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of law provisions or principles. Nothing herein will be construed in any manner inconsistent with the Advisers Act or any rule or order of the SEC, as applicable.

IN WITNESS WHEREOF, the Plan Sponsor, on behalf of the Plan, has executed this Agreement to be effective upon the date signed below.

Plan: _____

Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

Plan Address: _____

Plan Contact/Phone Number: _____



If applicable by law, this disclosure is intended to fulfill the 408(b)(2) requirements of the Employee Retirement Income Security Act of 1974.

Item: Services

Location: Plan Sponsor Agreement- ProAccount Program Description Section

Description: The ProAccount program is a discretionary managed account service offered by NIA (“ProAccount”) for retirement plan participants who desire professional guidance in managing their self-directed retirement plan account. ProAccount offers individualized investment advice using an investment process developed and maintained by an Independent Financial Expert (“IFE”).

Item: Status

Location: Plan Sponsor Agreement- Obligations and Representations of NIA Section

Description: If the Plan is subject to the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended by law, NIA acknowledges that it is an “investment manager,” as defined by Section 3(38) of ERISA and the Internal Revenue Code of 1986, as amended, (the “Code”) and also acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in the Agreement).

Item: Direct Compensation

Location: Plan Sponsor Agreement- ProAccount Fees Section and ProAccount Schedule of Fees

Description: NIA receives an annual ProAccount fee of up to 1.00% (“ProAccount Fee”). Refer to the attached ProAccount Schedule of Fees for exact fees charged to your plan.

Item: Indirect Compensation

Location: N/A

Description: NIA does not receive indirect compensation in connection with ProAccount.

Item: Compensation Paid Among Related Parties

Location: N/A

Description: Compensation among NIA and its related parties is not paid on a transaction basis or charged against, or reflected in, the net value of the plan’s investment.

Item: Compensation for Termination of Contract or Arrangement

Location: Plan Sponsor Agreement – Termination Section, ProAccount Fees Section, and ProAccount Schedule of Fees

Description: There is no termination fee. If the plan or Plan Participant terminates ProAccount before the end of an applicable calendar quarter, then a pro-rata share of the ProAccount Fee will be withdrawn from the Plan Participant Accounts for the portion of the calendar quarter that elapsed prior to the termination.

Item: Manner of Receipt of Compensation

Location: Plan Sponsor Agreement- ProAccount Fees Section

Description: The ProAccount Fee is calculated daily based on the market value of the Plan Participant’s ProAccount Investments and withdrawn quarterly in accordance with each Plan Participant’s investment advisory agreement with NIA.

This material is not a recommendation to buy, sell, hold, or rollover any asset, adopt an investment strategy, retain a specific investment manager or use a particular account type. It does not take into account the specific investment objectives, tax and financial condition or particular needs of any specific person. Investors should work with their financial professional to discuss their specific situation.



This Schedule of Fees supplements the Plan Sponsor Agreement between the Plan and Nationwide Investment Advisors, LLC. Terms used in this Schedule of Fees and not defined herein will have the meanings assigned to them in the Agreement.

In consideration of services rendered to Plan Participants, the Plan Sponsor hereby approves, subject to specific approval by each Plan Participant electing ProAccount, the application of a ProAccount fee as described below.

Account Balance	Annual Program Fee
The first \$99,999.99	0.65%
The next \$150,000	0.60%
The next \$150,000	0.55%
The next \$100,000	0.50%
Assets of \$500,000 and above	0.45%

If the ProAccount Fee applies to multiple plans of the Plan Sponsor, the ProAccount Fee will reflect the aggregate account balances of all accounts if the criteria in (i) through (iii) below are met. When a participant has multiple accounts subject to the ProAccount Fee, the aggregate account balances will be used to achieve a lower percentage fee based on the participant's total assets in ProAccount subject to the restrictions below:

- i. the fee structure across the multiple plans must be exactly the same in terms of the percentage fee and breakpoint tiers as described in the chart above;
- ii. the participant's retirement plan accounts must be under the same participant identification code in a Nationwide Affiliates' Retirement Program record-keeping system; and
- iii. the participant's retirement plan accounts must be combined in a single account statement generated from the Nationwide Affiliate's Retirement Program record-keeping system.

The ProAccount Fee is deducted on a pro rata basis from the Participant's separate plan accounts. The ProAccount Fee is separate from the fees and expenses charged by investment options offered through the Plan and in addition to any trustee, custodial, asset, service, administrative or transactional fees that the Plan Participants or the Plan may incur through a Nationwide Affiliate's Retirement Program. The ProAccount Fee is calculated daily based on the Participant's daily balance and such fee is deducted quarterly in accordance with each Plan Participant's investment advisory agreement with NIA. If this Agreement ends before the end of the applicable calendar quarter, then a pro-rata share of the ProAccount Fee will be deducted from the Plan's Account. The Plan Sponsor hereby consents to the deduction of the ProAccount Fee from the applicable Plan Participant Accounts and agrees that it will use its best efforts to facilitate payment of such ProAccount Fee.

NIA may be recommended to certain retirement plan sponsors through an arrangement with a solicitor. The solicitor is not authorized to make changes to the Agreement, Schedule of Fees, or provide investment advice on behalf of NIA. Solicitor fees are payable out of the ProAccount Fee. To the extent applicable, additional information about this arrangement is provided in a separate Solicitor Disclosure Statement, a copy of which is attached to your separately executed Schedule of Fees.

As permitted by applicable law, affiliates of NIA may receive payments from, or in connection with, investment options selected by the IFE which are included in the Portfolios. In addition, the IFE may select certain investment options for which an investment advisory affiliate of NIA acts as investment adviser. The IFE's fees for services provided under ProAccount are not related to the investment options the IFE selects for the Portfolios or otherwise influenced by the payments affiliates of NIA may receive from such investment options.

Certain ProAccount Investments may charge a redemption fee or impose a trade restriction on certain transactions. Redemption fees vary in amount and application from investment option to investment option. It is possible that transactions initiated by NIA under ProAccount may result in the imposition of redemption fees or trade restrictions on one or more investment options held in Plan Participant Accounts. Any redemption fees will be deducted from the Plan Participant's ProAccount Account balance. For further information on redemption fees or trade restrictions, including whether they will be applicable to any of the investment options within your Plan, please consult the individual fund prospectus or other investment option disclosure material.

IN WITNESS WHEREOF, the Plan Sponsor, on behalf of the Plan, has executed this Schedule of Fees to be effective upon the date signed below.

Plan: _____

Signature: _____ Date: _____



TITLE

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

RECOMMENDATION

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

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

On August 23, 2022, the American Canyon Fire Protection District (District) Board of Directors approved a 60-month lease agreement with Enterprise Fleet Management for seven vehicles. The District has received delivery on a 2023 Ford Escape which has been designated to replace the District owned 2015 Hyundai Tucson. The District has requested Enterprise sell the vehicle at wholesale auctions and other outlets with a service fee of \$475.00 per vehicle sold. Proceeds from the sale will be applied towards the invoice of the leased vehicles.

Staff is requesting that the Board of Directors declare the 2015 Hyundai to be surplus to the needs of the District, and authorize its sale or auction.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

Funds received for the sale of the 2015 Hyundai Tucson will be applied to the invoice of the Enterprise Fleet Management leased vehicles.

ENVIRONMENTAL REVIEW

Not Applicable

ATTACHMENTS:

1. Resolution 2023-03
2. Consignment Auction Agreement for Sale of Customer Owned Vehicles - American Canyon Fire Protection District
3. Agreement to Sell FM Customer Vehicles - Assignment Agreement - American Canyon Fire Protection District

RESOLUTION NO. 2023-03

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN
CANYON FIRE PROTECTION DISTRICT DECLARING A 2015
HYUNDAI TUCSON AS SURPLUS AND AUTHORIZING THE
DISPOSAL BY SALE OR PUBLIC AUCTION.**

WHEREAS, an apparatus and vehicle replacement program is necessary to ensure that the American Canyon Fire Protection District (“District”) possesses a fleet of reliable vehicle capable of meeting the mission requirements of the District and performing at the highest levels of safety, availability, functionality and reliability; and,

WHEREAS, on August 23, 2022, the Board of Directors approved a 60-month lease agreement with Enterprise Fleet Management for seven vehicles; and,

WHEREAS, the District has acquired a 2023 Ford Escape which has been designated to replace the District owned 2015 Hyundai Tucson; and,

NOW, THEREFORE, BE IT RESOLVED that the District Board of Directors hereby declares the 2015 Hyundai Tucson as surplus to the District’s needs, and further authorizes the Fire Chief to dispose of the surplus engine by sale or public auction consistent with the District’s Purchasing Policy and Health and Safety Code section 13861(b).

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 24th of January, 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

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and _____ (hereinafter referred to as "CUSTOMER") on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of _____.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$_____ ("Service Fee") plus towing at prevailing rates.
5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. **Time for Payment:**
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"
Signature: _____
Printed Name: _____
Title: _____
Date Signed: _____, _____

"CUSTOMER"
Signature: _____
Printed Name: _____
Title: _____
Date Signed: _____, _____

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an “Enterprise Entity” and collectively the “Enterprise Entities”) and Enterprise Fleet Management, Inc. (hereinafter referred to as “EFM”) (the “Enterprise Entities” and “EFM” shall collectively be referred to as “Enterprise”) on the one hand and _____ (hereinafter referred to as “CUSTOMER”), on the other hand on this ____ day of _____, _____ (hereinafter referred to as the “Execution Date”).

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER’s vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the “Vehicles”).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ _____ or the maximum permitted by law (“Service Fee”).
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise’s obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

“ENTERPRISE”

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

“CUSTOMER”

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC



TITLE

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

RECOMMENDATION

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

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

The American Canyon Fire Protection District (District) needs new All-Band Mobile Radios to equip the new leased command vehicles. These mobile radios will enhance the communication and safety of our firefighters by enabling seamless communication between the District, multiple agencies, and jurisdictions operating on different radio bands. The APX 8500 mobile radios and antennas allow for connection expansion across multiple agencies with just one device. They also provide secure voice and data transmission through multiple hardware encryption algorithms and the ability to rekey over the air, keeping communications protected from scanners and eavesdroppers. Additionally, the radios will keep the team in touch and within reach of over-the-air updates.

It should be noted that the purchase of these mobile radios is considered a sole source procurement as Motorola is the only contractor that can provide these radios to public safety departments.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

The cost of the Motorola APX 8500 All Band Mobile Radios and accessories is \$43,939.52 plus applicable taxes and shipping. Funding for this purchase was included in the FY2022-2023 District Fleet, Facilities & Equipment capital budget.

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. [Resolution 2023-04 Motorola All Band Radios](#)
2. [Motorola Multiband Portable Radios](#)

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT (“DISTRICT”) AUTHORIZING THE PURCHASE OF SIX MOTOROLA APX 8500 ALL-BAND MOBILE RADIOS WITH ACCESSORIES

WHEREAS, mobile radios enhance the communication and safety of our firefighters by enabling seamless communication between the District, multi agencies, and jurisdictions operating on different radio bands; and

WHEREAS, the District has acquired new leased command vehicles that need to be equipped with new radios; and

WHEREAS, the APX 8500 mobile radios and antennas allow for connection expansion across multiple agencies with just one device; and

WHEREAS, the purchase of mobile radios from the vendor, Motorola, is considered a sole source procurement, as Motorola is the only contractor that can provide these radios; and

WHEREAS, funds have been appropriated in the District’s Fleet, Facilities & Equipment Fund capital budget for FY 2022-2023 in sufficient amount to fund the purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the American Canyon Fire Protection District approves the purchase of six (6) APX 8500 All-Band Mobile Radios with Accessories with accessories from Motorola Solutions, for \$43,939.52 plus applicable taxes and shipping;

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the Board of Directors of the American Canyon Fire Protection District held on the 24th day of January, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

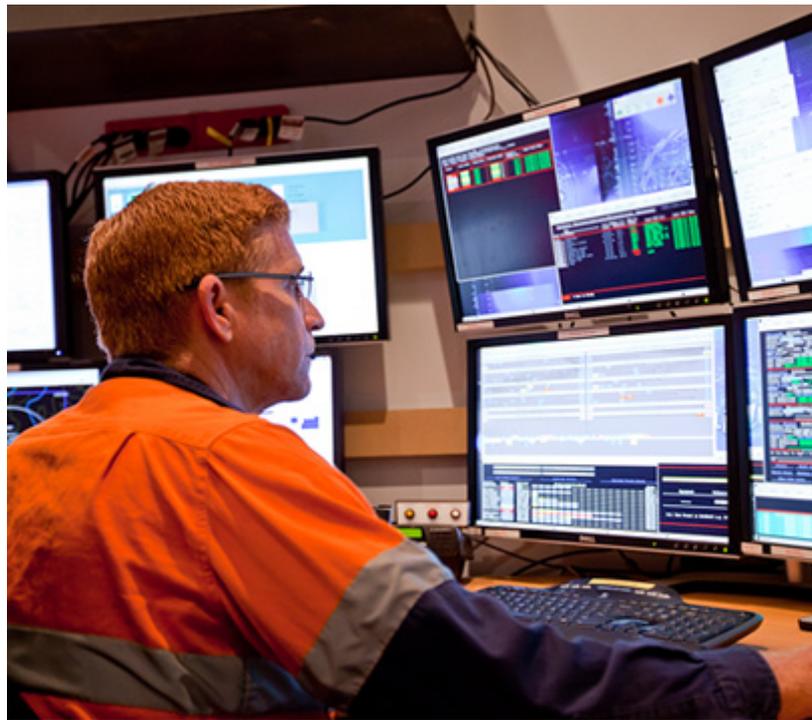
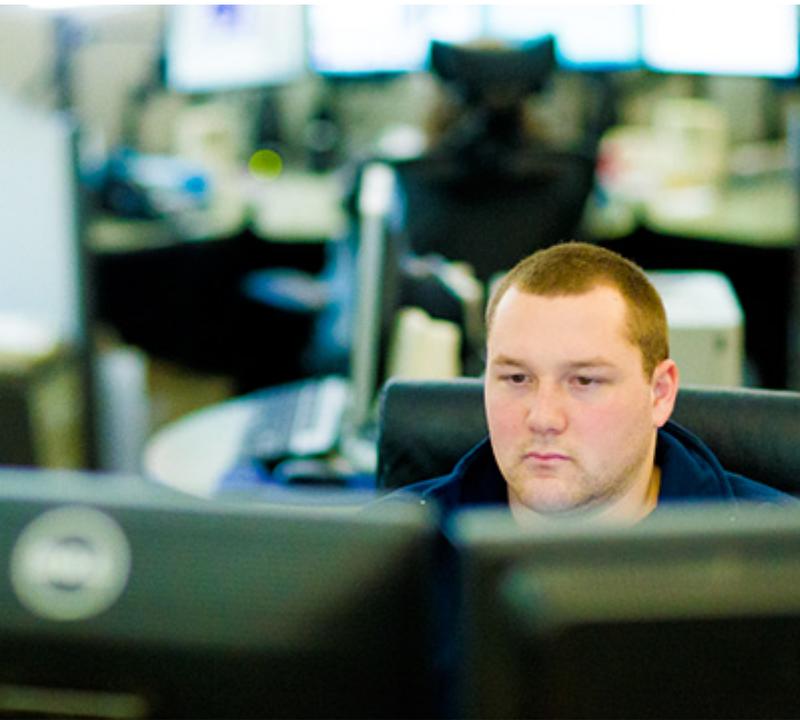
Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel



American Canyon Fire Protection District

01/04/2023

01/04/2023

American Canyon Fire Protection District
911 Donaldson Way East
American Canyon, CA 94503

Dear ,

Motorola Solutions is pleased to present American Canyon Fire Protection District with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide American Canyon Fire Protection District with the best products and services available in the communications industry. Please direct any questions to Michael DiNunno at Michael.DiNunno@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Michael DiNunno

Quote Date:01/04/2023

Expiration Date:04/04/2023

Quote Created By:

Michael DiNunno

Michael.DiNunno@

motorolasolutions.com

End Customer:

American Canyon Fire Protection District

Contract: 17724 - HGAC (TX)-RA05-21

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TXS9PW1AN	APX8500 ALL BAND HP MOBILE	6	\$6,677.00	\$4,874.21	\$29,245.26
1a	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	6	\$110.00	\$80.30	\$481.80
1b	G48BB	ENH: CONVENTIONAL OPERATION APX	6	\$880.00	\$642.40	\$3,854.40
1c	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	6	\$105.00	\$76.65	\$459.90
1d	G78AT	ENH: 3 YEAR ESSENTIAL SVC	6	\$288.00	\$288.00	\$1,728.00
1e	GA05509AA	DEL: DELETE UHF BAND	6	-\$800.00	-\$584.00	-\$3,504.00
1f	G618AC	ADD: REMOTE MOUNT CABLE 10 FT APX	6	\$11.00	\$8.03	\$48.18
1g	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	6	\$66.00	\$48.18	\$289.08
1h	G843AH	ADD: AES ENCRYPTION AND ADP	6	\$523.00	\$381.79	\$2,290.74
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	6	\$0.00	\$0.00	\$0.00
1j	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	6	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	6	\$567.00	\$413.91	\$2,483.46
1l	GA01670AA	ADD: APX E5 CONTROL HEAD	6	\$717.00	\$523.41	\$3,140.46
1m	W22BA	ADD: STD PALM MICROPHONE APX	6	\$79.00	\$57.67	\$346.02
1n	W969BG	ADD: MULTIKEY OPERATION	6	\$363.00	\$264.99	\$1,589.94
	APX™ Control Head/ Mounting Kits/DEK BOX/ Multiplexers					
2	H1930A	E5 CH	2	\$717.00	\$523.41	\$1,046.82
2a	GA01755AA	ADD: E5 REMOTE CHIB	2	\$138.00	\$100.74	\$201.48
2b	G832AD	ADD: SPKR 7.5W WTR RST APEX	2	\$67.00	\$48.91	\$97.82
2c	W22BA	ADD: STD PALM MICROPHONE APX	2	\$79.00	\$57.67	\$115.34
2d	GA01282AA	ADD: NO REMOTE TIB	2	\$0.00	\$0.00	\$0.00
2e	GA01301AA	ADD: NO PWR CBL	2	\$0.00	\$0.00	\$0.00
2f	GA01297AA	ADD: NO ACCESSORY CABLE	2	\$0.00	\$0.00	\$0.00
2g	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX	2	\$17.00	\$12.41	\$24.82
Grand Total					\$43,939.52(USD)	

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





FIRE BOARD AGENDA STAFF REPORT

DATE: JANUARY 24, 2023

REPORT TYPE: BUSINESS

ITEM NUMBER: 10

SUBJECT

Adopt a Resolution accepting the development impact fee nexus study and imposing a Fire Capital Facilities Fee.

SUBMITTED BY

Geoff Belyea, Fire Chief

BACKGROUND AND ISSUES

The District currently has a voter approved special tax that is levied upon new development and also charges an aerial ladder development impact fee of \$0.50 per square foot for buildings exceeding 2 stories or 32' in height. Updating the fee amount is essential to keep pace with the inflationary costs of constructing and equipping fire stations. The special tax is subject to an annual adjustment for inflation, while the aerial ladder fee is static. Land acquisition and construction costs have far outpaced the inflationary factor and static fee amount. The Board has recognized the need to plan for the impact of future development by authorizing staff to retain the services of AP Triton to conduct a Long-Range Master Plan and Capitol PFG to conduct a development impact fee study.

Legal Requirements

The Fire Protection District Law of 1987 does not allow a district board to charge a fee for public improvements, facilities, or equipment. However, it is common practice for fire districts to work with cities and counties to impose an impact fee on the fire district's behalf. To that end, the District will need to work with the County of Napa and the City of American Canyon to charge and collect the fee for the District.

Capitol PFG has completed a development impact fee study which meets the requirements of the State's Mitigation Fee Act. Specifically, the fee study makes findings as to the purpose and use of the fee as it pertains to the District's growth plan and the associated capital costs.

California Government Code §66018 requires a local agency to hold a public hearing prior to adopting a resolution establishing a fee. Prior to the hearing the local agency is required to publish the purpose of the hearing in accordance with the regulations.

Long Range Master Plan

The District takes a system-wide approach to delivering services, meaning resources are deployed across its service area as needed, for as long as needed to mitigate an emergency event. The recently completed long-range master plan contemplates development in master planned areas as well as infill development that also contributes to increased call volume. Therefore, the long-range master plan and associated fee study includes updates to capital requirements to accommodate master planned areas and infill development alike.

Fee Update

The Capitol PFG fee study report supports the adoption of a development impact fee for fire facilities of **\$0.98** per square foot of new construction. This development impact fee is inclusive of the existing voter approved tax on new development such that the combined new impact fee and existing voter approved special tax would equate to a total of \$0.98 per square foot of new construction. (i.e., Developers would receive a credit against the Fire Capital Facilities Fee equal to any mitigation tax imposed on the project.) A comparison of the current mitigation tax and fee with what is being proposed is summarized in the tables below. As shown in Table 2, the new Fire Capital Facilities Fee would result in a net reduction for commercial and industrial development subject to the current aerial ladder truck fee. The two tables below show the net impact of the fee if the Board of Directors chooses to repeal the aerial fee upon adoption of the American Canyon City Council.

Table 1			
Net Impact Fee Calculation-Not Subject to Aerial Ladder Fee			
Type Construction	New Fire Capital Facilities Fee	Less Voter-Approved Tax Credit	Net Impact Fee
Residential			
Single Family	\$0.98	\$0.27	\$0.71
Multi- Family	\$0.98	\$0.33	\$0.65
Commercial	\$0.98	\$0.50	\$0.48
Industrial	\$0.98	\$0.60	\$0.38

Table 2				
Net Impact Fee Calculation-Subject to Aerial Ladder Fee				
Type Construction	New Fire Capital Facilities Fee	Less Voter-Approved Tax Credit	Less Aerial Ladder Truck Fee	Net Impact Fee
Residential				
Single Family	\$0.98	\$0.27	\$0.50	\$0.21
Multi- Family	\$0.98	\$0.33	\$0.50	\$0.15
Commercial	\$0.98	\$0.50	\$0.50	(\$0.02)
Industrial	\$0.98	\$0.60	\$0.50	(\$0.12)

SB 13 Compliance

SB-13 Accessory dwelling units (ADUs), as chaptered on October 9th, 2019, amended, repealed, and added to Section 65852.2 of the Government Code provides that certain ADUs are exempt from development impact fees. In consultation with the County of Napa and the City of American Canyon, staff recommends implementing each local agency's policy regarding SB-13 compliance.

Fiscal Impact

Establishing the Fire Capital Facilities Fee will ensure the District (1) continues to collect the necessary funds to construct the new station and acquire the apparatus and equipment needed to serve new development; (2) avoids any negative impact on existing service delivery because of the need to serve new development; and (3) provides a fair, equitable, and reasonable allocation of the improvement costs across all future development.

STAFF RECOMMENDATION

Staff recommends the following actions be taken by the Board:

1. Adopt a resolution accepting the Fire Capital Facilities Fee for new construction and development within the District.
2. Authorize the Fire Chief or his designee to engage the County of Napa and the City of American Canyon to implement and administer the District's updated Capital Fire Facilities Fee.

ATTACHMENTS

1. Resolution 2023-05
2. Capitol PFG Development Impact Fee Study - Fire Facilities
3. Comparable Fire District Impact Fees

Resolution 2023-05

**A Resolution of the American Canyon Fire Protection District
Accepting the Development Impact Fee Study and Imposing a Fire Capital Facilities Fee**

WHEREAS, the American Canyon Fire Protection District (District) provides fire protection, emergency medical services and hazardous material response to residents and businesses within the District; and

WHEREAS, the District wishes to establish a Fire Capital Facilities Fee program to recover the capital costs to provide service to new development; and

WHEREAS, the Fire Capital Facilities Fee shall be updated on an annual basis to account for inflationary costs and/or as updates are needed based upon the current costs of construction and equipping fire stations; and

WHEREAS, the District engaged Capitol PFG to develop a nexus study to connect the impact stemming from a development project to the type and amount of the fee imposed, which is required for adoption of the Fire Capital Facilities Fee;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors does hereby:

1. Accept the development impact fee nexus study prepared by Capitol PFG.
2. Adopt a Fire Capital Facilities Fee based upon the square footage of the structure as determined from the plans submitted with the application for a building permit and computed as follows:
 - a. Any proposed structure designed for use as a single-family dwelling unit shall be assessed a fee of ninety-eights cents (\$.98) per square foot. For purposes of this subsection a single-family dwelling shall mean a dwelling unit containing not more than one kitchen and designed to house not more than one family.
 - b. Any proposed structure designed for use as a multiple family dwelling unit shall be assessed a tax of ninety-eights cents (\$.98) per square foot. For purposes of this subsection, a multiple family dwelling unit shall mean any structure designed to house two or more families living independently of each other and may consist of one building or a series of detached dwelling units.
 - c. Any proposed structure designed to be used for business or commercial purposes shall be assessed a tax of ninety-eights cents (\$.98) per square foot. Business or commercial purposes as used herein includes, but is not limited to, facilities used primarily for public assembly, sleeping rooms in hotels, or motels, and mental or physical convalescent facilities.

- d. Any proposed structure designed to be used for industrial purposes shall be assessed a tax of ninety-eights cents (\$.98) per square foot. Industrial purposes as used in this subsection shall mean any use involving manufacturing, fabricating, refining, processing, research, warehousing, or similar uses.
 - e. Where a structure is replaced, no fee shall be payable, provided the square footage of the new structure is the same or less than the replaced structure.
 - f. Where a structure is remodeled, no fee shall be payable, provided the square footage of the new structure is the same or less than the remodeled structure.
 - g. If a fee had been previously paid to the District, and the new structure contains less square footage than the old structure, no refund shall be payable by the District.
 - h. The Fire Capital Facilities Fee shall be adjusted July 1 of each year according to the change in the Consumer Price Index for the San Francisco / Oakland / San Jose area for the twelve-month period ending the preceding April.
3. The actual amount of Fire Capital Facilities Fee due and payable to the District shall be the amount determined under section 2 above less any Fire Mitigation Fee paid pursuant to District Resolution 86-5.
 4. Upon adoption of this Fire Capital Facilities Fee and implementation by the County of Napa and City of American Canyon, the Aerial Ladder Development Impact Fee of \$0.50 per square foot for buildings exceeding 2 stories or 32' in height shall be repealed and no longer imposed on new development.
 5. Authorize the Fire Chief or his designee to engage the County of Napa and the City of American Canyon to implement the Fire Capital Facilities Fee Schedule.

APPROVED AND ADOPTED at a meeting of the American Canyon Fire Protection District held on the 24th day of January, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Leon Garcia, Chairman

ATTEST:

APPROVED AS TO FORM

Geoff Belyea, Fire Chief
Clerk to the Board

William D. Ross, District Counsel

DRAFT

DEVELOPMENT IMPACT FEE STUDY
FIRE FACILITIES



JANUARY 2023

Prepared by:



Capitol | PFG

2436 Professional Drive, Suite 300
Roseville, CA 95661
(916) 641-2734
www.capitolpfg.com

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SECTION 1: EXECUTIVE SUMMARY

The American Canyon Fire Protection District (the "District") provides fire protection, fire prevention, emergency medical to the City of American Canyon and portions of Napa County.

This study is intended to update the development impact fee imposed by the District. This report summarizes an analysis of the need for fire facilities and equipment to accommodate new development within the District's boundaries and documents a reasonable relationship between new development, the fee, and the facilities and capital equipment to be funded.

Napa County has and will continue to experience growth. As a consequence, local public works are faced with the challenge of providing service to an expanding customer base with limited resources for upgrading the infrastructure necessary to accommodate such expansion. The District too faces the challenge of providing fire facilities and services to service new development within its boundaries. The impact fees collected as a result of new construction provides a funding source for the construction of fire facilities and purchase of vehicles and equipment necessary for this purpose.

The District currently has a voter approved special tax that is levied upon new development and charges an aerial ladder development impact fee of \$0.50 per square foot fee for buildings exceeding 2 stories or 32' in height. Ultimately, this study will demonstrate the need for an adjustment to the development impact fee due to the increasing amount of development within the District's boundaries and the rapidly increasing cost of building public facilities.

This report updates the development impact fee based on the current values of all fire equipment and facilities necessary to protect current residents at current service levels. This fee is translated into a per square foot cost that is imposed on any new construction which may occur. Impact fees paid will allow for the District to provide the necessary facilities, vehicles, and equipment necessary to maintain current service levels.

This report supports the adoption of a development impact fee for fire facilities of \$0.98 per square foot of new construction. This new impact fee would replace the existing aerial truck development impact fee and be inclusive of the existing voter approved tax on new development such that the combined new impact fee and existing voter approved special tax would equate to a total of \$0.98 per square foot of new construction. This fee is in compliance with the Mitigation Fee Act (California Government Code Section 66000 et. seq.), and this report substantiates the findings required by the Act.

Upon the submittal of this report to the District, it is incumbent upon the District Board of Directors (the "Board"), assisted by staff, to review and evaluate the report for accuracy and agreement with the conclusions presented. Once the Board is satisfied that the legislative requirements of Government Code Section 66000 et. seq. are met and the fee adjustment recommendations are valid, the Board shall submit a recommendation regarding the fee adjustments to the American Canyon City Council and the Napa County Board of Supervisors for enactment.

After accepting and considering public input, the City Council and the County Board of Supervisors shall vote to approve findings and a resolution to set the appropriate fees, shown in Table 1. If accepted, the fees would be imposed pursuant to the County's development "police powers" under Article XI, section 7, of the California Constitution.

TABLE 1

Net Impact Fee Calculation			
Type Construction	Total Impact Fee	Less Voter-Approved Fee Credit	Net Impact Fee
Residential			
Single Family	\$0.98	\$0.2714	\$0.71
Multi-Family	\$0.98	\$0.3312	\$0.65
Commercial	\$0.98	\$0.4968	\$0.48
Industrial	\$0.98	\$0.6025	\$0.38

SECTION 2: THE MITIGATION FEE ACT

In 1987, the California Legislature adopted Assembly Bill 1600 which established a uniform process for formulating, adopting, imposing, collecting, accounting for, and protesting impact fees. In order to impose an impact fee, a local agency must go through a process to establish a reasonable relationship between a development project and the public improvement for which the development fee is charged.

The most important part of AB 1600 is the requirement for findings that connect any impact stemming from a development project to the type and amount of the fee imposed or what is commonly referred to as the "Nexus" requirement. Government Code Section 66001 states that after January 1, 1989, in any action "establishing, increasing, or imposing a fee as a condition of approval of a development project," the local agency shall do all of the following:

- 1) Identify the purpose of the fee.
- 2) Identify how the fee is to be used. If the use is for financing public facilities, the facilities shall be identified.
- 3) Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- 4) Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- 5) Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

Purpose of the Fee

The purpose of this development impact fee is to ensure that new development within the District pays its proportionate share of the capital investments to be made by the District along with its share of future capital costs, which are necessary to provide fire protection, fire suppression and other fire safety services adequate to accommodate a growing service population. The District is prudent in requiring that new development not burden existing property owners with the cost of public facilities required to accommodate growth. The District can further this objective through the imposition of development impact fees. The purpose of the development impact fee is to implement this policy by providing a funding source from new development for capital improvements to serve that development. The fee helps to ensure that the level of service is maintained as new development offsets the increased costs of providing service as growth occurs.

Use of the Fee

The development impact fee will fund new construction of fire stations, apparatus, vehicles, and capital equipment needed to serve new development. All facilities and capital equipment will be located within the boundaries of the District. As detailed in the following sections of this report, these facilities include:

- ◆ land for new fire stations
- ◆ fire station construction or expansion

- ◆ fire apparatus acquisition
- ◆ vehicle acquisition
- ◆ capital equipment acquisition
- ◆ financing costs associated with the above listed capital expenditures

This report provides the cost estimates for projected facility needs.

Benefit Relationship

The District will restrict fee revenues to the acquisition of land, construction/reconstruction/expansion of buildings, and purchase of apparatus, vehicles and capital equipment, and related financing costs to serve new development. Fire facilities and capital equipment funded by the fee will further the District-wide network of services accessible to the additional residences and businesses associated with new development. Thus, there is a reasonable relationship between the use of fee revenues and the residential and non-residential types of new development that will pay the fee.

Burden Relationship

The purpose of assessing an impact fee is to provide the capital resources necessary to sustain a constant level of service for fire protection, emergency medical response, rescue and extrication, containment and mitigation of hazardous materials exposure, and other life safety services that is required of a growing service population. Based on the District's historical experience in responding to calls for service among the varying types of development in its boundaries, it is appropriate to assess the on fee on a uniform basis in order to share the costs on a pro rata basis among existing and new development. Thus, there is a reasonable relationship between the use of the fee and the type of development served by the capital resources funded by the fee.

Proportionality

The reasonable proportionality relationship can be established by identifying the facility costs attributable to future development, then establishing fee rates that allocate those costs in proportion to the demands created by each type of development project. The fee apportions costs between the existing population and new development in a manner proportional to their contribution of the need for that facility. Further, fees are imposed based on building size as measured by habitable and enclosed square feet of each building. Thus, larger buildings that have a greater demand for fire service and related capital facilities and equipment pay a proportionately higher fee than smaller buildings.

Other Requirements of AB 1600

In addition to the Nexus requirements, AB 1600 also outlines the accounting for future revenue received through imposition of impact fees on new construction projects. AB 1600 requires that upon receipt of a fee, the local agency deposit into a separate capital facilities account or fund, in a manner to avoid any commingling of the fees with other revenues and funds of the agency, and expend the fees solely for the purpose for which the fee was collected. Interest gained on the capital facilities accounts or funds shall be separated, accounted, and expended in the same manner.

The agency Board shall make findings once each fiscal year with respect to any portion of the fee remaining unexpended or uncommitted in its account five or more years after the deposit

of the fee. The finding shall identify the purpose to which the fee is to be put and to demonstrate a reasonable relationship between the fee and the purpose for which it was charged.

The agency shall refund to the current record owner(s) of the project, on a prorated basis, the unexpended or uncommitted portion of the fee, with interest, for which the required findings cannot be made. Upon certain circumstances, with appropriately noticed hearings, the legislation allows alternative actions.

The agency shall annually adopt and update, by resolution at a publicly noticed hearing, any capital improvement plan defined in this legislation.

SECTION 3: METHODOLOGY FOR IMPACT FEE STUDY

Development impact fees are calculated to fund the capital needs that are a direct result of growth due to new development. In order to fund the improvements needed due to growth occurring within the District, it is necessary to determine what the appropriate fee should be. There are four basic steps followed in the calculation of any development impact fee, these include:

1. Prepare growth projections;
2. Identify facility standards;
3. Determine the amount and cost of facilities required to accommodate new development based on facility standards and growth projections;
4. Calculate the public facilities fee by allocating the total cost of facilities per unit of development (on a square foot basis).

Facility Standards Methodology

One important issue in development impact fee studies is the identification of facility standards. Facility standards determine new development's total need for new facilities and each development unit's fair share of those needs. Standards also ensure that new development does not fund deficiencies associated with existing development.

The District will determine the size and location of fire stations, vehicles, and equipment necessary to ensure they will be sufficient to accommodate the personnel needed to serve the amount of new development anticipated. This study uses the District's existing inventory of facilities, vehicles, and equipment combined with planned facilities needed to accommodate future development as the District's facilities standard. The District's existing inventory of facilities, vehicles, and equipment serve the entire District and will serve future development. Further, additional facilities, vehicles, and equipment will be needed to serve the anticipated future service population because of new development.

The District currently provides fire and emergency response services to a large response area. Given the District's size and protection facilities, vehicles, and equipment available at any one time, it is understandable that new construction will only exacerbate the protection challenges of the District. Given such facts, the District has determined that current service levels will be used as a benchmark and that new construction will not adversely affect these service levels.

To mitigate new construction's impact on the District's service capabilities, new development must be required to pay development impact fees. Assuming that the current levels of service being provided to the District's residents are to be considered the standard, any additional construction within the District's boundaries which requires fire or emergency response services, will pay an impact fee that is proportionate to such service. Given the existing demands placed on the District, existing stations, vehicles, and equipment should not be utilized to accommodate new construction at the expense of existing service levels. To offset the impact, the development impact fees will be used to construct or purchase new facilities, vehicles, and equipment necessary to accommodate such growth.

The District's inventory of existing and planned fire facilities was used as part of the basis for calculating the District's facility standard. This standard is used to determine new development's fair share obligation for expanded facilities as growth occurs. The District's



existing fire protection facilities described in this Report currently serve the entire District. The facility standard utilized in this study will specifically benefit any new development that will occur within the District as it will fund the expansion of facilities at the same standard currently serving existing development.

The District has the flexibility to alter the list of necessary facilities shown in this report as conditions change. If the overall cost of facilities necessary to mitigate the anticipated residential and commercial growth is altered significantly then the District should update this fee program to incorporate those changes.

SECTION 4: PREVIOUS STUDIES/CURRENT FEES

The American Canyon Fire Protection District’s previous development impact fee study was prepared and adopted in August 1986, the fee has been adjusted each year according to changes in the Consumer Price Index, most recently in June 2022. The District’s current impact fees are shown in Table 2 below.

TABLE 2

Current Impact Fees	
Construction Type	Impact Fee per Square Foot
Residential	
Single Family	\$0.2714
Multi-Family	\$0.3312
Commercial	\$0.4968
Industrial	\$0.6025

The District also charges an aerial fee for buildings exceeding 2 stories or 32’ in height at the lowest point of the roof, an aerial truck fee of \$0.50 per square foot will be charged on all habitable area of the 3rd or higher floors, or the entire building if over 32’ in height at lowest point of the roof.

Capitol Public Finance Group, LLC was contracted by the American Canyon Fire Protection District to provide this updated Development Impact Fee Study. This study is intended to establish the legal and policy basis for the calculation and imposition of impact fees on all new development within the District. The study will analyze the impact of recent and future construction on the needs of District, evaluate the existing mitigation program that was adopted in August 1986, and consider the changes that have occurred in the development community since the study was completed.

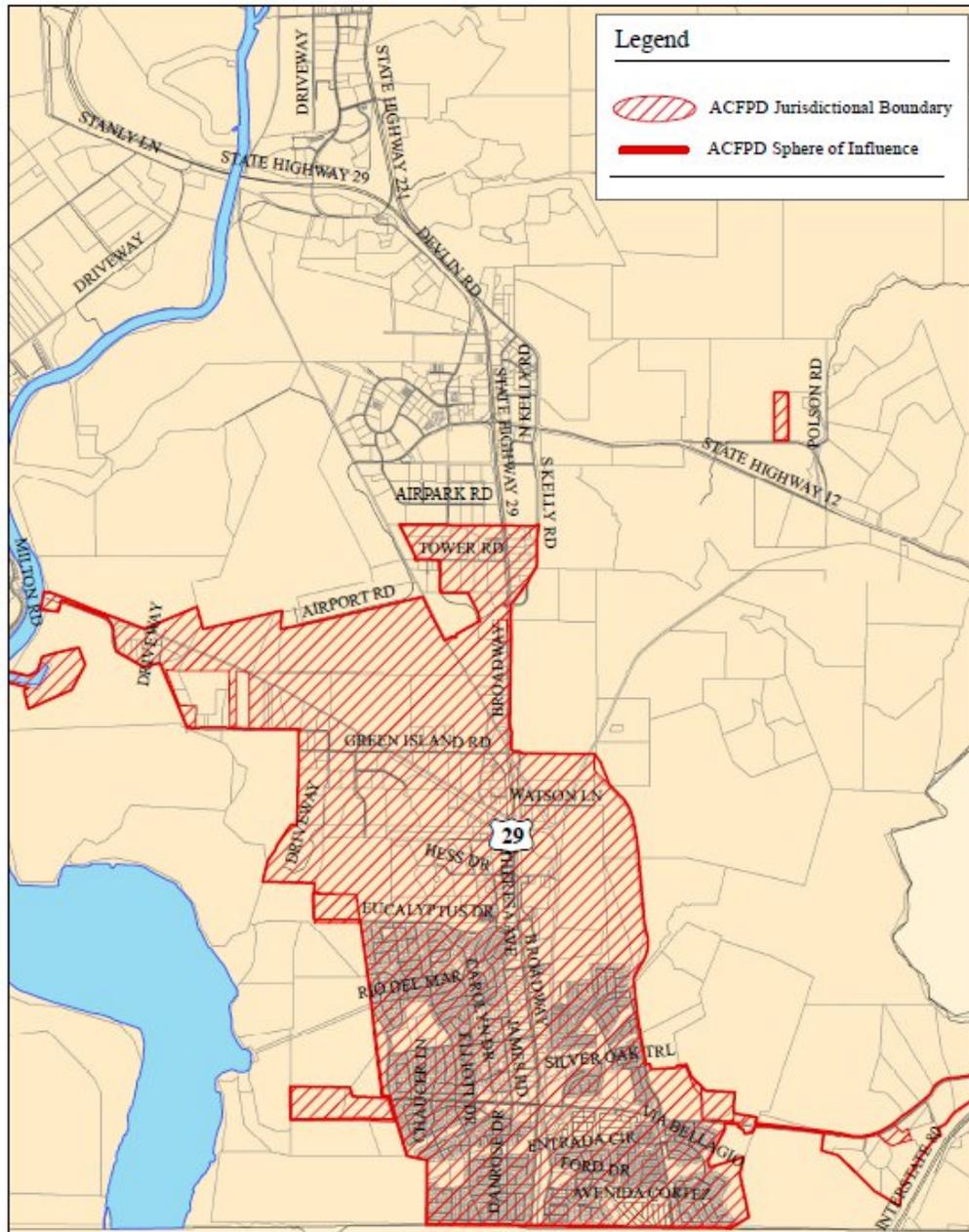
Ultimately, this study will demonstrate the need for an adjustment to the development impact fee due to the increasing amount of development within the District’s boundaries and the rapidly increasing cost of building public facilities.

SECTION 5: DISTRICT DEMOGRAPHIC DATA

The District serves the City of American Canyon, as well as portions of Napa County. As shown in Figure 1, the District is located in southern Napa County, bordering northern Solano County.

FIGURE 1

American Canyon Fire Protection District



The District was formed as an independent special district in 1957, and is responsible for the protection of a variety of geographical areas, ranging from residential neighborhoods,

commercial and industrial buildings, rural areas, as well as a portion of Highway 29. The District covers 15 square miles and serves a population of approximately 22,300 people.

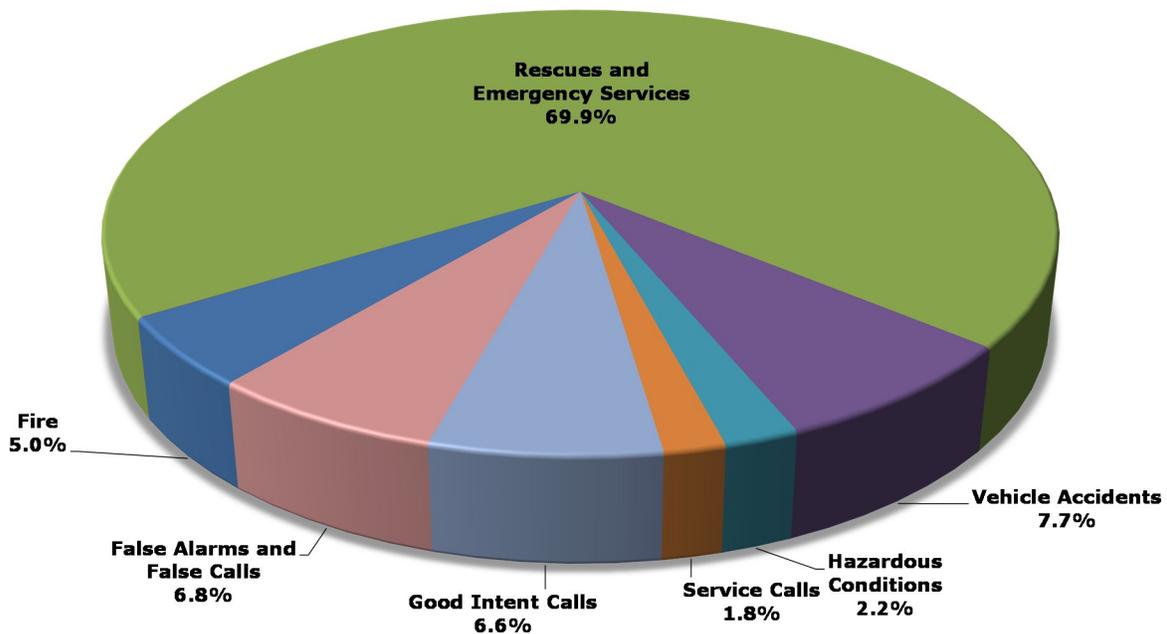
Other District Information

The District provides a full range of services, including fire prevention, fire suppression, and emergency medical response in addition to a variety of other miscellaneous requests. The District is a Special District, a self-governed agency led by a five-member Board of Directors, and is composed of 21 full time employees, 1 Fire Chief, 1 Assistant Fire Chief and 2 fire executive assistants.

The District responded to 7,685 service calls from 2017 through 2021. Rescue and EMS calls amounted to 69.9% of the service calls, as shown in the Chart 1. On average the District had approximately 1,537 service calls per year over the past five years.

CHART 1

Over the Past 5 Years the District Received 7,685 Service Calls



Source: American Canyon Fire Protection District

SECTION 6: EXISTING ASSETS

Facilities

The District currently operates out of two fire stations and has a communications building located in American Canyon. A training tower is also located on-site at Station 211. Station 11 is a public safety facility that is shared with the American Canyon Police Department. An inventory of the District's stations and the year they were constructed is shown in Table 3 below.

TABLE 3

American Canyon Fire Protection District Facilities Inventory			
Building	Address	Year Built	Insured Value
Station 211	225 James Road	1980	\$1,490,517
Training Tower	225 James Road	1990	\$127,299
Station 11	911 East Donaldson Way	2007	\$6,332,339
Communications Building	4401 Hess Drive	1980	\$84,267
Total			\$8,034,422

Source: American Canyon Fire Protection District

Vehicles and Capital Equipment

The District's equipment inventory is shown in Table , and Table 5 shows the District's current apparatus and vehicles.

Table 4

Equipment Inventory and Estimated Value	
Description	Estimated Value
Breathing Apparatus	\$283,966
Chest Compression Systems	\$37,494
Defibrillators	\$90,751
Fill Station	\$116,296
Fire Hoses	\$10,717
Thermal Imaging	\$59,644
Total	\$598,868

Source: American Canyon Fire Protection District

TABLE 5

American Canyon Fire Protection District Apparatus and Vehicle Inventory		
Apparatus Type	Year	Insured Value
White FT	1955	\$3,500
Wells Cargo Trailer	1990	\$24,000
Ford Utility Pickup	2001	\$50,000
Zodiak MK	2002	\$15,000
Achilles/Honda - 15 HP	2003	\$4,800
American La France 75' Quint Engine	2005	\$975,000
Interstate Trailer	2006	\$24,000
SPCNS Trailer	2006	\$24,000
Ford Ambulance	2007	\$5,000
Ford F-150 Utility	2007	\$50,000
Ameri-Can Engineering 814 Traditional Restroom Trailer	2009	\$24,000
Ford F150	2011	\$75,000
International Water Tender	2013	\$400,000
Hyundai Tucson	2015	\$24,200
Ford F150	2016	\$75,000
Hi-Tech/Ford - Type 6 Wildland	2017	\$275,000
International HME	2018	\$450,000
Pierce FT	2018	\$590,000
Pierce FT	2020	\$700,000
Total		\$5,630,500
Note: Total includes recent purchase of two new apparatus, totaling \$1,842,000.		

Source: American Canyon Fire Protection District

SECTION 7: ANTICIPATED GROWTH

According to the District’s Long Range Master Plan, adopted in October 2022, the District expects an additional 3,144 residential units to be constructed within its boundaries. To estimate the square footage of new residential development, the average square footage of current residential units within the District was determined using ParcelQuest and then applied to the estimated number of units expected to be built, shown in Table 6 below.

TABLE 6

Estimated Residential Development Square Footage		
Total Estimated # of Units	Average Current Residential Square Footage	Estimated Square Footage
3,144	2,204	6,929,531

Commercial/Industrial Development

As residential construction continues within the boundaries of the District, an inherent demand for commercial facilities is created. According to the District’s Long Range Master Plan there is a total of 3,773,416 square footage of non-residential building space expected to be constructed within its boundaries, shown in Table 7 below. As these developments may significantly affect the District’s service requirements, the District must consider these properties when planning and assessing its ability to maintain high levels of service to existing residents and as well these new properties that will be added to its service population.

TABLE 7

Estimated Non-Residential Development Square Footage	
Type of Construction	Estimated Square Footage
Retail	90,187
Industrial/Warehouse	3,583,229
Utility Regional Center	100,000
Total Non-Residential Square Footage	3,773,416

Source: American Canyon Fire Protection District

As the demand for fire suppression and emergency response increases due to new construction, the capabilities and overall quality of protection services and personnel provided, degrades proportionally. The only plausible mitigation from the District’s perspective is the addition of facilities, equipment, and personnel to provide existing service levels to any new construction which may occur. This is accomplished through the modernization and upgrade of existing facilities, or the construction of entirely new facilities. This will serve to support timely response and maintain adequate supplies of apparatus and equipment so that the District may maintain its current service levels while accommodating any new growth.

SECTION 8: NECESSARY FACILITIES

New development within the District will benefit from the existing capital resources of the District and will need to provide funding towards new fire stations and required apparatus, vehicles and capital equipment that will enable the District to adequately serve the future development. Furthermore, based on data provided by the District it is recommended that the District construct a new fire station over the next five years to provide fire service at adequate levels. The new station will serve current and new development within the District in conjunction with the existing fire stations.

Existing Capital Resources

As previously detailed in Tables 3, 4 and 5, and summarized in Table 8, the District has invested approximately \$14.2 million into its capital assets.

TABLE 8

Capital Asset Summary	
Type of Asset	Total Insured Value
Fire Stations	\$8,034,422
Apparatus and Vehicles	\$5,630,500
Other Assets	\$598,868
Total	\$14,263,790

New Station Cost

In order to serve future new development within the District, one additional fire station will be needed. The location of the new fire station has yet to be determined. The District has estimated that a new fire station, including a training facility, will cost approximately \$15 million.

Apparatus, Vehicle & Capital Equipment Costs

The District has a policy that new development will not adversely impact the existing service levels and subsequently response capabilities. As the District's existing fleet ages, new apparatus and equipment will need to be purchased to both meet the demands of the existing service population and offset the increased demand and meet District standards. The District has projected that it will require acquisition of the apparatus, vehicles, and equipment shown in Table 9.

TABLE 9

Apparatus, Vehicle and Equipment Needs	
Type	Estimated Cost
Apparatus and Vehicles	
Ladder Truck	\$2,000,000
Total Apparatus and Vehicle Estimated Costs	\$2,000,000
Equipment	
Radios - Mobile (19 @ \$11,165 each)	\$212,135
Turnouts (34 @ \$3,000 each)	\$102,000
Computers (11 @ \$1,500 each)	\$16,500
Mobile Data Terminal (11 @ 2,000 each)	\$22,000
Total Equipment Estimated Costs	\$352,635
Total Apparatus, Vehicle and Equipment Needs Estimated Costs	\$2,352,635

Source: American Canyon Fire Protection District

Available Revenue Sources

The District intends to commit all available developer fee funds to the projects. As of August 2022, the District had approximately \$60,929 in developer fees available to commit to facilities projects.

Total Estimated Costs

Adding together the current capital assets with the cost of a new station and new apparatus, results in the total estimated capital impact from new development in the District, as shown in Table 10.

TABLE 10

Combined Total Capital Assets and Future Costs	
Type of Asset	Total Estimated Value/Costs
Current Capital Assets	\$14,263,790
Future Improvement Costs	\$17,352,635
Total Estimated Capital Impact	\$31,616,425
Less Development Fee Balance	\$60,929
Net Total Estimated Capital Impact	\$31,555,496

Source: American Canyon Fire Protection District

The District is currently utilizing all available Mitigation and General Fund revenues to fund existing expenditures and will not have sufficient funds to offset the cost of future capital needs.

SECTION 9: DEVELOPMENT IMPACT FEE CALCULATION

To properly express the impact of new construction on the service quality and capabilities of the District, the District's impact fee will be justified by taking the total value of assets of the District and dividing the value across all assessable square footage within the District boundaries. Then, the average size of units within the District will be applied to the per unit value to determine a per square foot value.

Impact Fee Calculation

To calculate the amount of the development impact fee necessary on a per square foot basis, for all properties within the District's boundaries, we will identify the cost to provide facilities and equipment to new construction at existing levels. To accomplish this goal, we must first identify the total number of structures within the District. Although the District covers a wide ranging service area, including open land and large forest areas, the impact fee calculated will include solely on structures with assessable square footage.

As described in Section 7, the estimated square footage of development to be constructed is 10,702,947. Using information provided by the District and a visual inspection via ParcelQuest it was determined that there is currently 22,298,828 total square footage of building space within the District. As shown in Table 11, over the next 5 years the District expects to have approximately 33 million square feet of building space within its boundaries.

TABLE 11

Estimated Current and Future Development by Square Footage	
	Square Footage
Current Structures	22,298,828
Anticipated New Construction	10,702,947
Total Square Footage	33,001,775

To calculate the amount of the development impact fee necessary, on a per square foot basis, we first identify the unfunded facilities cost of \$31,555,496, as stated in Section 8. We then determine the total square footage of residential, commercial, and industrial construction within the District, which is 33,001,775 square feet. Finally, we divide the total facilities cost (\$31,555,496) by the total square footage of building space within the District (33,001,775 square feet).

TABLE 12

Gross Impact Fee Calculation	
Total Estimated Costs	\$31,555,496
Future Service Square Footage	33,001,775
Cost per Square Foot	\$0.96

Therefore, as shown in Table 12, the District can justify a development impact fee for fire facilities of \$0.96 per square foot of new construction.

Imposing the Fee on Different Types of Property

The District serves non-residential parcels with the same capital equipment as residential parcels, based on the relative size of the development, with a more equipment intense response for larger buildings. For all calls that the District responds to, the Type 1 engine is the first to respond, with the exception of wildfire/vegetation calls, when the Type 3 engine is first. The type of property does not impact the apparatus or equipment that is used for response. As such, the same fee is applied to all new construction, regardless of the use of the property. Imposing the impact fee on a per square foot basis provides for proportionate funding based on the size of the building and the resulting fire response.

As stated above, the District can justify a development impact fee for fire facilities of \$0.96 per square foot of new construction. In addition to the cost of fire facilities and equipment necessary to serve new development, there is an administrative cost to the District to justify, impose and collect development impact fees. The administrative cost is estimated to be 2% of the fee. As such, approximately \$0.02 is added to the fee to cover the cost of administering the fee program bringing the total fee up to \$0.98 per square foot of new construction.

TABLE 13

Net Impact Fee Calculation			
Type Construction	Total Impact Fee	Less Voter-Approved Fee Credit	Net Impact Fee
Residential			
Single Family	\$0.98	\$0.2714	\$0.71
Multi-Family	\$0.98	\$0.3312	\$0.65
Commercial	\$0.98	\$0.4968	\$0.48
Industrial	\$0.98	\$0.6025	\$0.38



SECTION 10: ASSESSING THE FEE

The fee is a uniform fee that will be applicable to new construction, including residential, commercial, office, and industrial building space as well as to additions to existing buildings which requires the issuance of a permit or approval from the County of Napa.

Future large or specialized commercial/industrial development may require special considerations and should be judged on a project-by-project basis. Commercial and industrial development should be reevaluated during the routine review of impact fees for fire and hazmat response data to support the different fee structure. An in lieu mitigation agreement may be needed in order to adequately collect mitigation fees from commercial and/or industrial development with unique considerations.

Residential categories other than single-family dwellings, are differentiated by their size as the fee is assessed on a per square foot basis. These fees are recommended to include the square footage of all classes of covered structures constructed within the District. A covered structure is defined as a roof assembly, as the same is described within the Uniform Building Code, or as defined by the Napa County Fire Development fee ordinance.

SECTION 11: IMPLEMENTATION

If the District Board concurs with and chooses to increase the fee as provided for in this study, the following process should be followed for fee implementation.

Fire District Board Approval

The District Board should adopt a resolution and make a recommendation to the City Council and the County Board of Supervisors to adopt this fee pursuant to the County's "police powers" under Article XI, section 7 of the California Constitution.

City Council and County Board of Supervisors Approval

The City Council and the County Board of Supervisors should adopt the proposed fee schedule in compliance with California Government Code section 66016 through 66018. The City and the County should:

- ◆ 30 days before the City Council and the County Board of Supervisors approve the fee, the City and County must post a notice of public hearing on their website and where notices are physically posted;
- ◆ Send a notice of a public hearing at least 14 days prior to the hearing to any party that has submitted a written request for such a notice. Have this report and all supporting documentation available for review by the public at least 10 days prior to the hearing. Publish notice of the public hearing in a newspaper of general circulation at least 10 days prior to the scheduled hearing, with a second notice published at least 5 days after the first hearing notice. The notice should include the time and place of the meeting as well as a general explanation of the matter to be considered;
- ◆ Hold the public hearing to consider adoption of the development impact fee;
- ◆ Adopt an implementing ordinance to establish the authority to impose the proposed fee and automatically adjust the fee annually for inflation, and adopt a resolution or ordinance to set the fee;
- ◆ Begin collecting the fee no sooner than 60 days following adoption of the ordinance and resolution.

Fee Accounting

The District should deposit all fee revenues into a restricted public facility fee account. Interest earned on fund balances should be credited to the fund.

Use of the Fee

The District should only use fee revenues for capital expenditures that expand the District ability to deliver fire services to accommodate new development. Use of the fee in this manner documents a reasonable relationship between new development and the use of fee revenue. The Fire District may alter the scope of the capital expenditures or substitute new capital projects as long as the project continues to represent an expansion of the District's

capabilities. If the total cost of all capital expenditures varies from the total cost used as a basis for the fee, the District should revise the fee accordingly.

Inflation Adjustment

The Fire District should adjust the fee annually for inflation in the cost of the capital expenditures to be funded by the fee. The inflation adjustment may be based on the Consumer Price Index for the San Francisco / Oakland / San Jose area for the month ending April of the year of the inflation adjustment. The inflation adjustment should take effect the following July 1. Any inflationary adjustment must first be authorized in the enacting resolution or ordinance approved by the County.

Reporting Requirements

The District should comply with the annual and five-year reporting requirements of Government Code section 66000 et. seq. Annually, the District must identify the fee revenues received and for what purposes they were expended.

Fire District Impact Fees

District	County	Single-Family Residential Fee	Retail/Commercial Fee	Office Fee	Industrial Fee
Amador County FPD	Amador	\$1,400 per unit (approx. \$0.70 per sq ft)	\$0.94	\$1.10	\$0.94
Cordelia FPD	Solano	\$2.23	\$2.35	\$3.19	\$2.48
Dixon FPD	Solano	\$0.67	\$0.70	\$0.95	\$0.75
El Dorado Hills Fire Dept.	El Dorado	\$1.18	\$1.99	\$2.50	\$1.83
Esparto FPD	Yolo	\$1.48	\$1.48	\$1.48	\$1.48
Garden Valley FPD	El Dorado	\$1.43	\$1.89	\$2.29	\$1.74
Linda FPD	Yuba	\$1.22	\$1.22	\$1.22	\$1.22
Placer Hills FPD	Placer	\$0.98	\$0.98	\$0.98	\$0.98
Rodeo-Hercules FPD	Contra Costa	\$1,680 per unit (approx. \$0.84 per sq ft.)	\$0.84	\$1.13	\$0.48
Sonoma County FPD	Sonoma	\$1.62	\$1.81	\$2.96	\$1.26
Sonoma Valley FPD	Sonoma	\$1.72	\$1.95	\$3.23	\$1.36
Suisun FPD	Solano	\$1.78	\$1.96	\$2.54	\$2.00
Truckee FPD	Placer	\$1.20	\$1.27	\$1.82	\$0.91
Vacaville FPD	Solano	\$2.14	\$2.25	\$3.06	\$2.39
West Stanislaus FPD	Stanislaus	\$0.86	\$0.86	\$0.86	\$0.86
Willow Oak FPD	Yolo	\$1.69	\$1.69	\$1.69	\$1.69