



FRESNO COUNTY FIRE

PROTECTION DISTRICT

Honor, Integrity, Cooperation & Professionalism

MEMORANDUM

Date: 07/12/2018

To: Board Directors

Attn: Mike Del Puppo
President

From: Fire District Staff

Subject: Fresno County Fire Protection District / County of Fresno
Memorandum of Understanding (MOU)

BOARD OF DIRECTOR'S BRIEFING PAPER

ISSUE:

Memorandum of Understanding (MOU) between the County of Fresno (County) and the Fresno County Fire Protection District (District), for the extension of services outside of District territories, to private property areas currently not served by a fire jurisdiction.

BACKGROUND:

For almost 70 years, the Fresno County Fire Protection District (previously Mid-Valley Fire Protection District) has responded to calls for service outside of its jurisdictional boundaries. It has done this as a matter of the greater public good, in the absence of a requirement to do so. In 2003, the District, through negotiations with the County, was able to receive a portion of the Proposition 172 sales tax backfill for the diversion of funds to the Educational Revenue Augmentation Fund (ERAF), currently approximately \$2.9 million per year. In 2007 – 2008 budget year, the County made the last of these backfill payments due to the economic recession the Country was in. \$1.23 million was the last of these payments that was awarded year to year, and dependent on the growth of Proposition 172 funds. The District was tasked by the Board of Supervisors to find alternative sources of revenue for the growing needs of the District, out of that, the District's "Community Facilities District" (CFD) was formed, and applied to all construction occurring within the Districts two zones.

DISCUSSION:

In 2016, the District was approached by current Board of Supervisor’s members who requested that the District’s CFD be modified or eliminated as it applied to agricultural interests. In early 2017, your staff met with those Supervisors and the County Administrative Officer (CAO) about resuming the Proposition 172 payments to the District. What followed over the next 18 months, were negotiations that resulted in this MOU, which has been approved by the County Board of Supervisors. This 20-year MOU which can be extended additional consecutive 10 year periods, will result in payments to the District from the County general fund eliminating the reliance on Proposition 172 funds, with the County recognizing the role the District has played in the unprotected areas, the District will help bolster and support the volunteer fire companies in the unprotected areas. In exchange, the District will modify the District’s CFD so that it applies only to Housing tracts of 3 or more dwellings, commercial and industrial development as determined by the County Public Works and Planning Director. The Baseline funding level starts at \$1.55 million which is based on where the District would be funded today under the previous Proposition 172 formula. There is a six year ramp up to the 100% funding level which grows at 2% per year.

ALTERNATIVES:

The Board choses to not approve the MOU.

IMPACTS *(Consider potential consequences related to each of the following areas of concern for proposed alternatives):*

- Fiscal – Approximately \$33.8 million dollars paid to the District over the 20-year agreement. An additional \$25.3 million paid to the District during an optional 10-year extension.

- Operational – Additional funding will allow the District to increase service levels in the affected areas with the addition of resources as funding allows.

- Legal – No known impact

- Labor – No known impact

- Sociopolitical – No known impact

- Policy – No known impact

- Health and safety – No known impact

- Environmental – No known impact

Interagency – The District will form a closer working relationship with, and help support those standalone Volunteer Fire Companies within the County with no jurisdictional authority as assigned by LAFCo.

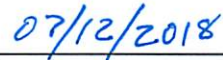
RECOMMENDATION:

Staff recommends that the Board of Directors approve the MOU between the District and County.

APPROVED:



Mark A. Johnson, Fire Chief



Date

EXECUTIVE STAFF

MEMORANDUM OF UNDERSTANDING

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THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 10th day of July, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California ("COUNTY"), and Fresno County Fire Protection District, a local fire protection district organized and existing as a California Special District under the Fire Protection District Law of 1987, whose address is 210 S. Academy Ave., Sanger, CA 93657 ("DISTRICT").

WITNESSETH:

WHEREAS, consistent with Health and Safety Code Sections 13861 and 13862, the DISTRICT is the primary provider of fire suppression, prevention, rescue, emergency medical services and hazardous material emergency response and other services relating to the protection of lives and property within its territorial limits as shown on attached Exhibit A, which is incorporated by this reference, and which includes certain incorporated cities and substantial portions of the unincorporated territory of the County; and

WHEREAS, consistent with Government Code Section 56133 a fire protection district may provide new or extended services by contract or agreement outside of its jurisdictional boundaries upon written approval by the Local Agency Formation Commission; and

WHEREAS, territories within the COUNTY and outside of the jurisdictional boundaries of the DISTRICT are currently not being provided with fire suppression, prevention, rescue, emergency medical services and hazardous material emergency response and other services relating to the protection of lives and property by a recognized fire protection agency as determined by the Insurance Services Office; and

WHEREAS, such territories are generally comprised of privately held lands that are part of the COUNTY west of the DISTRICT'S western boundary to the COUNTY'S western boundary and east of the DISTRICT'S eastern boundaries to the western boundary of the Sierra and Sequoia National Forests' wilderness areas and outside of other fire protection agencies' territories as shown on Exhibit B, which is incorporated by this reference, and is referred to as the "Unprotected Land Service Area"; and

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2 WHEREAS, the parties desire to enhance the delivery of fire suppression and emergency
3 services by ensuring a stable funding source to ensure effective and efficient emergency services are
4 provided in areas of the County that do not currently receive such services; and

5 WHEREAS, an MOU to provide formalized services is beneficial to both the County and the
6 DISTRICT, and to the health and safety of residents.

7
8 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein
9 contained, the parties hereto agree as follows:

10 1. OBLIGATIONS OF THE DISTRICT

11 A. The DISTRICT shall provide to the Unprotected Land Service Area as
12 delineated the services described in Exhibit C, which is incorporated by this reference. Notwithstanding
13 section 8 of this MOU, the DISTRICT shall provide all such services in the same manner, with the same
14 competence, diligence, and workmanship, and to the same standards of quality, as it provides such
15 services within its own jurisdictional boundaries.

16 B. The DISTRICT shall take all actions necessary and lawful to amend or
17 administer the DISTRICT's special taxes in Community Facilities District ("CFD") Zones 1 and 2 as
18 follows:

19 1) To provide that no special tax is levied on property within the Non-
20 Conforming Property classification, as that term is defined in the "Rate and Method of Apportionment of
21 Special Tax," which was approved by the DISTRICT's Board of Directors by Resolution No. 2010-9 on
22 June 22, 2010 ("RMA");

23 2) To provide that the special tax for SFR Property, as that term is defined in
24 the RMA, is levied and collected only in connection with a subdivision of property resulting in three or more
25 SFR housing units, as required by Section II of the DISTRICT's "Local Goals and Policies for Community
26 Facilities Districts," which was adopted by the DISTRICT's Board by Resolution No. 2010-06 on May 19,
27 2010; and

28 3) To provide that, before adopting a resolution of intention to form a CFD or

1 annex to an existing CFD, under Government Code section 53339.2, or any successor statute, if the
2 territory covered by such a resolution includes property likely to be classified by the DISTRICT's CFD
3 Administrator as Industrial Property, as those terms are defined in the RMA, the DISTRICT shall first
4 consult with the COUNTY's Director of Public Works and Planning, to ensure that the DISTRICT's process
5 does not conflict with the COUNTY's process for approval of subdivision maps.

6 2. OBLIGATIONS OF THE COUNTY

7 A. COUNTY shall pay compensation as provided in section 5 of this MOU.

8 B. The Amador Contract between CAL FIRE and the County is a separate
9 agreement and will continue at the four (4) station staffing level or other terms as determined between
10 the County and CAL FIRE.

11 C. TERM

12 The term of this Agreement shall be for a period of twenty (20) years, commencing on July 1,
13 2017, through and including June 30, 2037. This Agreement may be extended for additional
14 consecutive ten (10) year periods upon written approval of both parties no later than one year prior to
15 the first day of the next ten (10) year extension period. For the purposes of this section, one year
16 means 365 days, or 366 days if there is a leap day during the year prior to the first day of the next
17 extension period.

18 3. TERMINATION

19 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
20 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
21 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
22 terminated, at any time by giving the DISTRICT ninety (90) days advance written notice.

23 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
24 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 25 1) An illegal or improper use of funds;
26 2) A failure to comply with any term of this Agreement;
27 3) A substantially incorrect or incomplete report submitted to the COUNTY;
28 4) Improperly performed service.

1 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of
2 this Agreement or any default which may then exist on the part of the DISTRICT. Neither shall such
3 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
4 The COUNTY shall have the right to demand of the DISTRICT the repayment to the COUNTY of any
5 funds disbursed to the DISTRICT under this Agreement, which in the judgment of the COUNTY were
6 not expended in accordance with the terms of this Agreement. The DISTRICT shall promptly refund any
7 such funds upon demand.

8 C. Without Cause - Under circumstances other than those set forth above, this
9 Agreement may be terminated by COUNTY or DISTRICT upon the giving of ninety (90) days advance
10 written notice of an intention to terminate to the other party.

11 4. COMPENSATION/INVOICING: COUNTY agrees to pay DISTRICT and DISTRICT
12 agrees to receive compensation according to the schedule and formula shown on Exhibit D, which is
13 incorporated by this reference. DISTRICT shall submit annual invoices to the County of Fresno
14 County Administrative Office during December of each fiscal year, together with a written certification
15 that the DISTRICT is and will remain in compliance with section 1.B. of this Agreement for that fiscal
16 year. COUNTY will only pay invoices that are accompanied by that certification.

17 It is understood that all expenses incidental to DISTRICT'S performance of services under this
18 Agreement shall be borne by DISTRICT.

19 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
20 assumed by DISTRICT under this MOU, it is mutually understood and agreed that DISTRICT, including
21 any and all of the DISTRICT'S officers, agents, and employees will at all times be acting and
22 performing as an independent CONTRACTOR, and shall act in an independent capacity and not as an
23 officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore,
24 COUNTY shall have no right to control or supervise or direct the manner or method by which DISTRICT
25 shall perform its work and function. However, COUNTY shall retain the right to administer this MOU so
26 as to verify that DISTRICT is performing its obligations in accordance with the terms and conditions
27 thereof.

1 DISTRICT and COUNTY shall comply with all applicable provisions of law and the rules and
2 regulations, if any, of governmental authorities having jurisdiction over matters of performance set forth
3 in this MOU.

4 Because of its status as an independent DISTRICT, DISTRICT shall have absolutely no right to
5 employment rights and benefits available to COUNTY employees. DISTRICT shall be solely liable and
6 responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
7 addition, DISTRICT shall be solely responsible and save COUNTY harmless from all matters relating to
8 payment of DISTRICT'S employees, including compliance with Social Security withholding and all other
9 regulations governing such matters. It is acknowledged that during the term of this Agreement,
10 DISTRICT may be providing services to others unrelated to the COUNTY or to this Agreement.

11 6. MODIFICATION: Any matters of this MOU may be modified from time to time by the
12 written consent of all the parties without, in any way, affecting the remainder.

13 7. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this MOU nor
14 their rights or duties under this MOU without the prior written consent of the other party.

15 8. HOLD HARMLESS: DISTRICT agrees to indemnify, save, hold harmless, and at
16 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs
17 and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
18 resulting to COUNTY in connection with the performance, or failure to perform, by DISTRICT, its
19 officers, agents, or employees under this MOU, and from any and all costs and expenses, damages,
20 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be
21 injured or damaged by the performance, or failure to perform, of DISTRICT, its officers, agents, or
22 employees under this Agreement.

23 The COUNTY and DISTRICT intend that the provision of services under this memorandum of
24 understanding is subject to the provisions of Government Code Title 5, Division 2, Part 2, Chapter 4,
25 Article 2 (beginning with section 55631), including but not limited to Government Code section 55634,
26 relating to privileges and immunities from liability, exemptions from laws and rules, and all pension,
27 relief, disability, workmen's compensation and other benefits granted the fire or police force of any local
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1 agency performing its functions within the territorial limits of another local agency by virtue of any
2 contract with such other local agency.

3 9. INSURANCE

4 Without limiting the COUNTY's right to obtain indemnification from DISTRICT or any third
5 parties, DISTRICT, at its sole expense, shall maintain in full force and effect, the following insurance
6 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement
7 or Joint Powers Agreement (JPA) throughout the term of the Agreement:

8 A. Commercial General Liability

9 Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per
10 occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy shall be issued on
11 a per occurrence basis. COUNTY may require specific coverages including completed operations,
12 products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other
13 liability insurance deemed necessary because of the nature of this contract.

14 B. Automobile Liability

15 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than One Million
16 Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include
17 any auto used in connection with this Agreement.

18 C. Professional Liability

19 If DISTRICT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing
20 services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00)
21 per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

22 D. Worker's Compensation

23 A policy of Worker's Compensation insurance as may be required by the California Labor Code.
24 DISTRICT shall obtain endorsements to the Commercial General Liability insurance naming the County
25 of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but
26 only insofar as the operations under this Agreement are concerned. Such coverage for additional
27 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by
28 COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance

1 provided under DISTRICT's policies herein. This insurance shall not be cancelled or changed without a
2 minimum of thirty (30) days advance written notice given to COUNTY.

3 Within Thirty (30) days from the date DISTRICT signs and executes this Agreement, DISTRICT
4 shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies,
5 as required herein, to the County of Fresno, (Name and Address of the official who will administer this
6 contract), stating that such insurance coverage have been obtained and are in full force; that the
7 County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
8 policies; that such Commercial General Liability insurance names the County of Fresno, its officers,
9 agents and employees, individually and collectively, as additional insured, but only insofar as the
10 operations under this Agreement are concerned; that such coverage for additional insured shall apply
11 as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,
12 agents and employees, shall be excess only and not contributing with insurance provided under
13 DISTRICT's policies herein; and that this insurance shall not be cancelled or changed without a
14 minimum of thirty (30) days advance, written notice given to COUNTY.

15 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
16 employees any amounts paid by the policy of worker's compensation insurance required by this
17 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
18 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
19 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

20 In the event DISTRICT fails to keep in effect at all times insurance coverage as herein provided,
21 the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement
22 upon the occurrence of such event.

23 All policies shall be issued by admitted insurers licensed to do business in the State of
24 California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.
25 rating of A FSC VII or better.

26 10. AUDITS AND INSPECTIONS: The DISTRICT shall at any time during business hours,
27 and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all
28 of its records and data with respect to the matters covered by this Agreement. The DISTRICT shall,

1 upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
2 necessary to ensure DISTRICT'S compliance with the terms of this Agreement.

3 If compensation to the DISTRICT exceeds ten thousand dollars (\$10,000.00), DISTRICT shall be
4 subject to the examination and audit of the Auditor General for a period of three (3) years after final
5 payment under contract (Government Code Section 8546.7).

6 11. NOTICES: The persons and their addresses having authority to give and receive
7 notices under this Agreement include the following:

8 COUNTY:

9 County of Fresno

10 County Administrative Officer

11 2281 Tulare Street, Room 304

12 Fresno, CA 93720

DISTRICT:

Fresno County Fire Protection District

District Fire Chief

210 S. Academy

Sanger, CA 93657

13 All notices between the COUNTY and DISTRICT provided for or permitted under this
14 Agreement must be in writing and delivered either by personal service, by first-class United States mail,
15 by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered
16 by personal service is effective upon service to the recipient. A notice delivered by first-class United
17 States mail is effective three COUNTY business days after deposit in the United States mail, postage
18 prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is
19 effective one COUNTY business day after deposit with the overnight commercial courier service,
20 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
21 A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed
22 (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be
23 deemed to be effective at the next beginning of a COUNTY business day), provided that the sender
24 maintains a machine record of the completed transmission. For all claims arising out of or related to
25 this Agreement, nothing in this section establishes, waives, or modifies any claims presentation
26 requirements or procedures provided by law, including but not limited to the Government Claims Act
27 (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

28 12. VENUE AND GOVERNING LAW: Venue for any action arising out of or related to this
Agreement shall only be in Fresno County, California.

1 The rights and obligations of the parties and all interpretation and performance of this Agreement shall
2 be governed in all respects by the laws of the State of California.

3 13. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
4 DISTRICT and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement
5 negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any
6 nature whatsoever unless expressly included in this Agreement.

7 [SIGNATURE PAGE FOLLOWS]
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

DISTRICT

COUNTY OF FRESNO

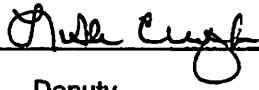
Michael Del Puppo


Sal Quintero, Chairperson of the Board of Supervisors of the County of Fresno

Print Name & Title

Mailing Address

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

Approved as to legal form:

William D. Ross, District Counsel

Date: _____

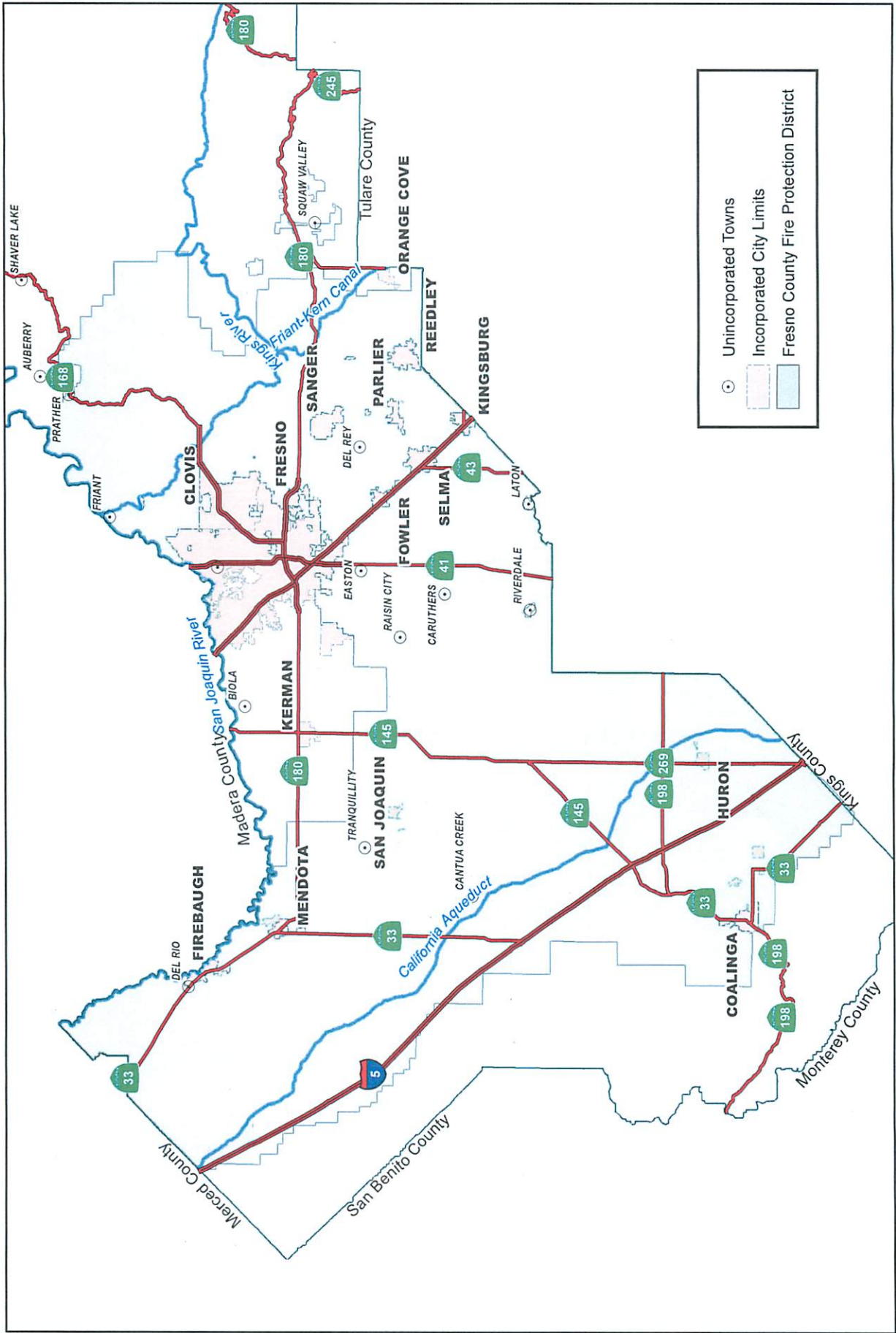
FOR ACCOUNTING USE ONLY:

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Account No.: 7845

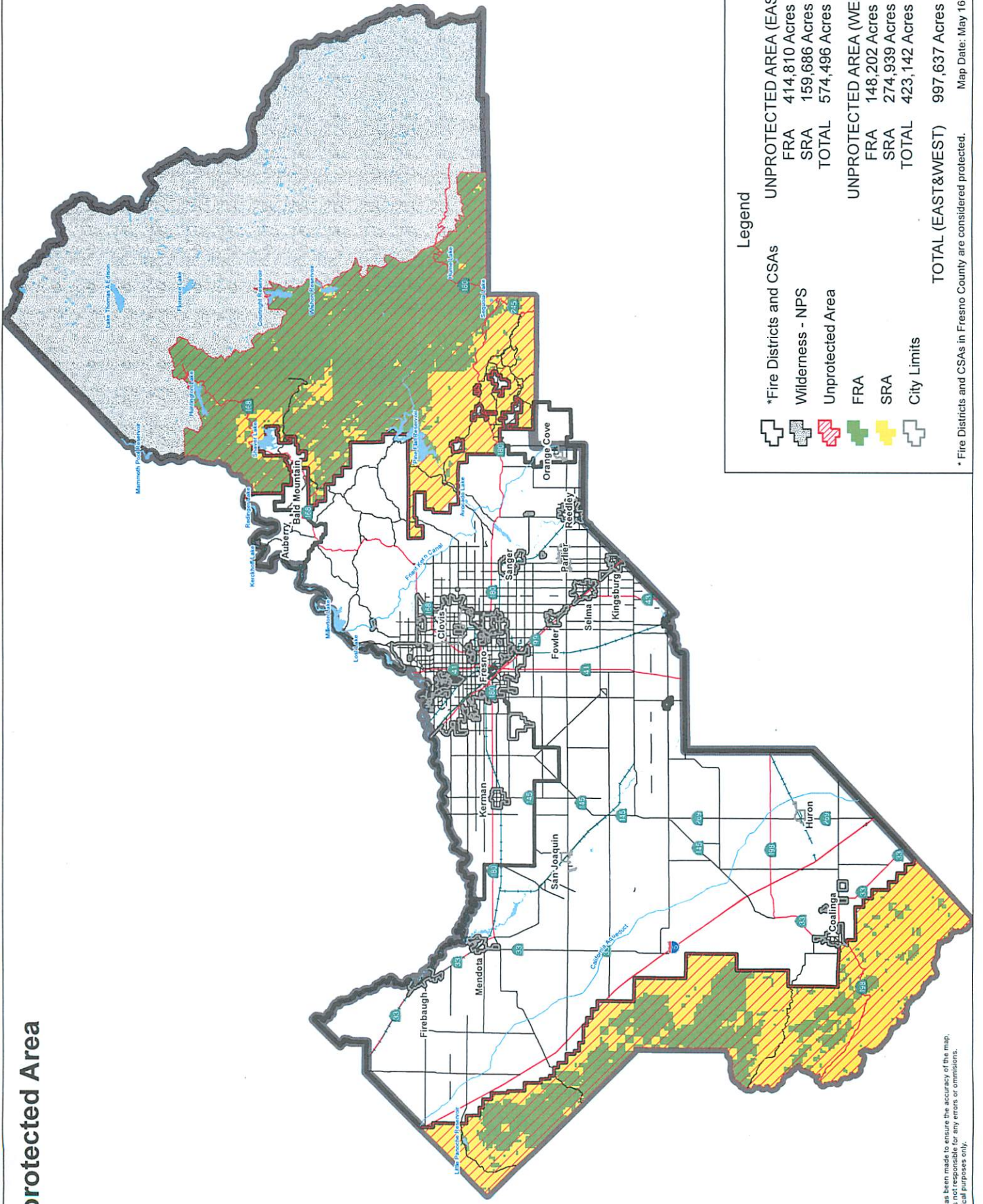
County of Fresno

Fresno County Fire Protection District

















Unprotected Area

Exhibit B



Legend

	*Fire Districts and CSAs		UNPROTECTED AREA (EAST)
	Wilderness - NPS		FRA 414,810 Acres
	Unprotected Area		SRA 159,686 Acres
	FRA		TOTAL 574,496 Acres
	SRA		UNPROTECTED AREA (WEST)
	City Limits		FRA 148,202 Acres
			SRA 274,939 Acres
			TOTAL 423,142 Acres
			TOTAL (EAST&WEST) 997,637 Acres

Disclaimer: This map was prepared for informational purposes only. The map producer is not responsible for any errors or omissions. Maps are for graphical purposes only.

* Fire Districts and CSAs in Fresno County are considered protected. Map Date: May 16, 2017

1 **Exhibit C**

2 **Service Plan for the Enhanced Delivery of Fire Protection Services**

3 **In Otherwise Unprotected Land Service Areas Not Serviced by a Recognized Fire Jurisdiction.**

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5 **Funding**

6 Fresno County Fire Protection District (DISTRICT) shall provide funding to the Volunteer Fire
7 Companies (Huntington Lake Volunteers, Big Creek Volunteers, Pine Ridge Volunteers, Mountain
8 Valley Volunteers, Hume Lake Volunteers) (each a VOLUNTEER; collectively, VOLUNTEERS) with
9 no recognized jurisdiction as follows:

- 10 1. The DISTRICT shall give a \$10,000 credit to each of the VOLUNTEERS for each Fiscal
11 Year.
- 12 2. The DISTRICT shall directly pay invoices on behalf of each VOLUNTEER up the credit
13 amount, for expenses in the following categories:
- 14 a. To provide fire apparatus repair and maintenance in a recognized repair facility.
 - 15 b. To provide and maintain firefighting tools and equipment.
 - 16 c. To purchase and maintain required insurance policies for liability, equipment and
17 workers compensation coverages.
 - 18 d. To provide training that meets State and Federal fire service best practices (such as
19 those recommended or established by the national Fire Protection Association, the
20 National Institute for Occupational Safety and Health, and the California Occupational
21 Safety and Health Administration) and State and Federal law mandates that are
22 applicable to fire protection organizations.

23 The DISTRICT will also work to provide discounted service rates on the above services to
24 VOLUNTEERS with a recognized jurisdiction (Shaver Lake Volunteers, Auberry Volunteers, Bald
25 Mountain Fire District) (COMPANIES).

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Fire Protection Services

The DISTRICT shall enter into automatic aid agreements with VOLUNTEERS, which agreements, individually and collectively, shall provide for utilizing the closest emergency resources for the following call types:

- o Structure Fire Response, Residential and Commercial
- o Vegetation Fire Response
- o Hazardous Materials Incident Response
- o Medical Aid Response
- o Vehicle Accident Response
- o Technical Rescue Response, including rope rescue, structural collapse search & rescue, confined-space search & rescue, trench and excavation search & rescue, vehicle and machinery search & rescue, water search & rescue.

The DISTRICT shall also under this agreement:

- o Manage all incidents under the Incident Command System (ICS)
- o Assign certified fire investigators to handle fire investigations and make written reports available for the affected parties should they be needed for insurance purposes or criminal investigations.
- o Ensuring that VOLUNTEERS are reporting to the California All Incident Reporting System (CAIRS), or the reporting shall be completed by the DISTRICT for statistical purposes.
- o Provide additional staffing to district fire stations in support of this agreement as funding allows, and no later than year 6 of this agreement.
- o Provide personnel to structure fire responses to meet the National Fire Protection Administration (NFPA) 1720 standard for minimum staffing on structure fires.

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Volunteer Fire Apparatus Repair and Maintenance

The DISTRICT apparatus maintenance personnel shall:

- Maintain all fire apparatus per California Vehicle Code and NFPA 1915.
- Perform safety compliance inspections per California Vehicle Code and NFPA 1911.
- Perform fire engine pump testing per NFPA 1911.

Phase-in of Funding

	Baseline		Funding
FY 2017-18	1,555,979	16.67%	259,382
FY 2018-19	1,587,099	33.33%	528,980
FY 2019-20	1,618,841	50.00%	809,421
FY 2020-21	1,651,217	66.67%	1,100,867
FY 2021-22	1,684,242	83.33%	1,403,479
FY 2022-23	1,717,927	100.00%	1,717,927
FY 2023-24	1,752,285	100.00%	1,752,285
FY 2024-25	1,787,331	100.00%	1,787,331
FY 2025-26	1,823,077	100.00%	1,823,077
FY 2026-27	1,859,539	100.00%	1,859,539
FY 2027-28	1,896,730	100.00%	1,896,730
FY 2028-29	1,934,664	100.00%	1,934,664
FY 2029-30	1,973,358	100.00%	1,973,358
FY 2030-31	2,012,825	100.00%	2,012,825
FY 2031-32	2,053,081	100.00%	2,053,081
FY 2032-33	2,094,143	100.00%	2,094,143
FY 2033-34	2,136,026	100.00%	2,136,026
FY 2034-35	2,178,746	100.00%	2,178,746
FY 2035-36	2,222,321	100.00%	2,222,321
FY 2036-37	2,266,768	100.00%	2,266,768
Total			33,810,950
10-Year Optional Extension			
FY 2037-38	2,312,103	100.00%	2,312,103
FY 2038-39	2,358,345	100.00%	2,358,345
FY 2039-40	2,405,512	100.00%	2,405,512
FY 2040-41	2,453,622	100.00%	2,453,622
FY 2041-42	2,502,695	100.00%	2,502,695
FY 2042-43	2,552,748	100.00%	2,552,748
FY 2043-44	2,603,803	100.00%	2,603,803
FY 2044-45	2,655,880	100.00%	2,655,880
FY 2045-46	2,708,997	100.00%	2,708,997
FY 2046-47	2,763,177	100.00%	2,763,177
Total			25,316,882

Exhibit D-1

Formula Notes:

1. Beginning Baseline is agreed to by the parties as of the effective date of this agreement.
2. Baseline is escalated each year by the same percentage as determined by the County Assessor in compliance with Proposition 13.
3. Funding is phased in over six (6) years until the funding is at 100% of the escalated baseline.
4. Economic downturns causing budget cuts to County Public Safety Departments will cause the same percentage cut to this MOU. Likewise, this MOU will be restored at the same rate as the other County Public Safety Departments.