



SPECIAL MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 www.gcsd.org

AGENDA

July 14, 2025

10:00 a.m.

**Location: Groveland Community Resilience Center
18986 Ferretti Road, Groveland
CA, 95321**

MEMBERS OF THE PUBLIC MAY ATTEND IN PERSON AT DISTRICT OFFICE OR VIA VIDEO CONFERENCE AS DETAILED BELOW:

Public Access Audio and Video Live Streaming: The Public will not have access to give public comments via public access audio and video live streaming; they are available for audio and visual only; and can be accessed via the Zoom meeting link below:

<https://us02web.zoom.us/j/7688070165>

Remote viewing of the meeting via live streaming is provided to members of the public as a courtesy. If the live streaming connection malfunctions for any reason and no Board Members are attending via teleconference, the Board of Directors will continue the public meeting where it is currently being held, without remote access.

This meeting is physically open to the Public and citizens who wish to provide public comment during the meeting will be invited to do so by the Board President. Written comments can be submitted to be included as part of the administrative record; they will not be read during the meeting. All comments must be received by 3:00 pm on the day of the noticed meeting and can be submitted to the Board Secretary at 18966 Ferretti Rd., Groveland, 95321, or via email to rpearlman@gcsd.org.

ACCESSIBILITY INFORMATION:

Board Meetings are accessible to people with disabilities and others who need assistance. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to observe and/or participate in this meeting and access meeting-related materials should contact Rachel Pearlman, Board Secretary, at least 48 hours before a regular meeting at (209) 962-7161 or rpearlman@gcsd.org. Advanced notification will enable the District to swiftly resolve such requests to ensure accessibility.

AGENDA MATERIAL:

Physical copies of agenda material will not be available at the meeting. All agenda material can be accessed on the District Board Meeting Webpage at <https://www.gcsd.org/board-meetings-meeting-documents>. Physical copies can be obtained through the District office.

PUBLIC RECORDS:

Public records that relate to any item on the open session agenda for a meeting are available for public inspection. Those records that are distributed after the agenda posting deadline for the meeting are available for public inspection at the same time they are distributed to all or a majority of the members of the Board. The Board has designated the District's website located at <https://www.gcsd.org> as the place for making those public records available for inspection. The documents may also be obtained by calling the District office.

AGENDA

July 14, 2025
10:00 a.m.

**Location: Groveland Community Resilience Center
18986 Ferretti Road, Groveland
CA, 95321**

Call to Order

Pledge of Allegiance

Roll Call of Board Members

Nancy Mora, President
Robert Swan, Vice President
John Armstrong, Director
Spencer Edwards, Director
Janice Kwiatkowski, Director

1. Approve Order of Agenda

2. Public Comment

Members of the public are appreciated for taking the time to attend this meeting and provide comments on matters of District business. Public comments are subject to a 3-minute time limit; 10 minutes on an individual topic. Although no action can be taken on items not listed on the agenda, please know we are listening carefully to your comments.

3. Public Hearing

- A. The District will Conduct a Public Hearing to Receive Public Comment and Input for the Placement of Delinquent Charges for FY 2024-25 on Property Tax Rolls
 - i. Adoption of a Resolution Approving the Placement of Delinquent Charges for FY 2024-25 on Property Tax Rolls

4. Discussion and Action Items

The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action.

- A. Adoption of a Resolution Approving the Second Amendment to the Tuolumne County Fire Services Providers Automatic Aid/Mutual Aid Agreement to Include the Chicken Ranch Rancheria of Me-Wuk Indians of California

Adjournment

ALL AGENDA MATERIAL ARE AVAILABLE ON THE DISTRICT WEBSITE AT WWW.GCSD.ORG OR MAY BE INSPECTED IN THE GROVELAND COMMUNITY SERVICES DISTRICT OFFICE AT 18966 FERRETTI ROAD, GROVELAND, CALIFORNIA

Any person who has any questions concerning this agenda may contact the District Secretary. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District at 209-962-7161. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. (28FR35.102-35.104 ADA Title 11)



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Rachel Pearlman, Board Secretary

DATE: July 14, 2025

SUBJECT: Agenda Item 3A: Adoption of a Resolution Approving the Placement of Delinquent Charges for FY 2024-25 on Property Tax Rolls

RECOMMENDED ACTION:

I move to adopt resolution 26-2025 Approving the Placement of Delinquent Charges for FY 24-2025 on Property Tax Rolls.

BACKGROUND:

Government Code Section 61115 (Code) provides for the collection of unpaid utility charges and delinquencies. There are two basic methods set forth in the Code that may be pursued simultaneously. The Code provides that the District may record a Certificate of Lien with the County Recorder's Office declaring the amount of charges and penalties due. The recorded Lien attaches to any real property in the County that is owned by the delinquent property owner. The Code also authorizes the District to collect the delinquent charges and penalties on the tax rolls as part of the ad valorem property tax collected by the County on real property, after a public hearing.

Notice of such a public hearing must be published in the newspaper and mailed notice must be given to the delinquent property owner. Notice of this public hearing was published in the Sonora Union Democrat on June 28, 2025, and mailed notices were sent to the property owners on June 24, 2025.

In addition to providing notice of the hearing, the General Manager must file a report with the Board that describes the amount of unpaid charges and delinquencies, as well as the associated property owners and the assessor's parcel numbers. At today's public hearing, the Board must hear and consider any objections and/or protests to this report. At the close of the public hearing, the Board must make a determination on each affected parcel by adopting or revising the report. The final report is filed with the County Auditor on or before August 1st and the amount entered on the property tax assessment roll for collection in the same manner as property taxes.

ATTACHMENTS:

1. Report on accounts of unpaid charges and delinquencies for FY 2024-2025
2. Union Democrat Affidavit
3. Resolution 26-2025

Exhibit A
Groveland Community Services District
Report of Unpaid Charges and Delinquencies
for FY 2024-2025

First	Last	APN	Delinquent Balance
Jane	Hansen	093-150-011-000	\$2,664.24
Rufus	Price	094-210-021-000	\$1,018.12
Shane	Morrison	066-370-014-000	\$331.88
L.	Quintero	094-170-010-000	\$167.02
Marlene	Johanson	091-130-061-000	\$710.94
David & Maria	Winfrey	091-280-019-000	\$152.56
Donald	Handley	092-080-012-000	\$152.56
Marc	DeJong	007-190-023-000	\$2,345.44
Mark	Williams	092-050-005-000	\$179.50
Paul	Ingvaldsen	094-060-038-000	\$2,652.70
Elizabeth	Gutierrez	094-200-037-000	\$160.90
Elizabeth	Gutierrez	092-150-018-000	\$335.54
Michael	Blue	663-902-002-000	\$7,803.80
Cassie	Darnall	092-270-002-000	\$194.66
Ralph	McAnelly	094-170-004-000	\$175.08
Chengxiang	Ye	091-050-037-000	\$1,146.52
Joshua	Booher	066-411-006-000	\$2,943.60
Joshua	Booher	066-411-005-000	\$1,089.42
Angel	Hernandez	094-160-022-000	\$152.56
George	Lowe	092-110-032-000	\$2,655.12
Timothy	Hoekstra	091-170-026-000	\$426.82
Blanca	Martinez-Salinas	007-160-017-000	\$2,067.60
Gordan	Glasson	091-310-042-000	\$426.82
Garrett and Vaneza	Maxwell	092-120-013-000	\$1,155.50
Robert & Deanna	Olmstead	093-150-005-000	\$144.20
David	Schmiedler	094-340-010-000	\$136.72
Hemanth	Gundibogula	090-040-054-000	\$260.34
FY 2024-2025 Tax Roll Total:			\$31,650.16

NOTICE TO OWNERS OF PROPERTY IN GROVELAND COMMUNITY SERVICES DISTRICT

Notice of Hearing for Filing of Report and Collection of Charges on Delinquent Accounts over 90 Days

(California Government Code Section 61115)

Assessor Parcel Numbers

007-190-009-000, 093-150-011-000,
094-210-021-000, 066-370-014-000
094-170-010-000, 066-413-002-000,
091-130-061-000, 066-480-006-000
091-280-019-000, 092-080-012-000,
092-050-020-000, 007-190-023-000
092-050-005-000, 094-060-038-000,
094-200-037-000, 092-150-018-000
663-902-002-000, 092-130-017-000,
092-270-002-000, 094-170-004-000
091-050-037-000, 066-411-006-000,
066-411-005-000, 094-160-022-000
066-411-010-000, 092-110-032-000,
092-060-030-000, 091-170-026-000
007-160-017-000, 091-310-042-000,
092-120-013-000, 093-150-005-000
094-340-010-000, 007-190-021-000,
090-040-054-000, 094-250-001-000
091-190-018-000.

Notice is hereby given to the property owners of the above assessor parcel numbers that in accordance with Government Code Section 61115, a public hearing has been scheduled for July 14, 2025 at 10:00 a.m. at a Special Meeting of the Board of Directors, at the Groveland Community Resilience Center, 18986 Ferretti Road, Groveland, California 95321, to hear and make determinations on a report filed by the General Manager describing the amount of charges and delinquencies for the past 90 days for each parcel of real property referenced above. If the report is approved by the Board of Directors for the District, said report will be filed with the Tuolumne County Auditor and the charges detailed therein will be transferred to the Auditor for collection on the tax rolls in the same manner as property taxes as authorized by Government Code Section 61115.

The following charges and delinquencies have been accrued in connection with said parcels pursuant to the District's Water Ordinance 2-10 and Sewer Ordinance 1-10 and are delinquent:
Amount Claimed: \$40, ~~50~~4.78

Publication date: June 28, 2025

The Union Democrat, Sonora, CA 95370

RESOLUTION 26-2025

**A RESOLUTION OF THE GROVELAND COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS APPROVING THE PLACEMENT OF DELINQUENT
CHARGES FOR FY 2024-25 ON PROPERTY TAX ROLLS**

WHEREAS, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, Government Code Section 61115 specifies the permissible methods for collection and enforcement of unpaid charges for services which the District provides including, but not limited to, the following: (1) by recording in the office of the County Recorder of the county in which the affected parcel is located, a certificate declaring the amount of the charges and penalties due and the name and last known address of the person liable for those charges and penalties which shall constitute a lien against all real property of the delinquent property owner in that county; and (2) to provide that any charges and penalties may be collected on the tax roll in the same manner as property taxes after giving notice to the affected property owner of the time and place for a public hearing to consider any objections or protests to the District's statement of delinquent charges; and (3) to provide for a basic penalty for the nonpayment of charges of not more than ten percent (10%); and

WHEREAS, the District's Water Ordinance authorizes the District to set user rates, charges, and fees for water related services, and

WHEREAS, the District's Sewer Ordinance authorizes the District to set user rates, charges, and fees for sewer related services, and

WHEREAS, pursuant to Government Code Section 61115, on June 24, 2025 the District mailed to all affected property owners a written Notice of Hearing for Filing of Report and Collection of Charges on Property Tax Roll, notifying property owners of a public hearing before the Board of Directors of this District on July 14, 2025 at 10:00 a.m. for the purpose of hearing and making determinations on a report by the General Manager describing the amount of charges and delinquencies for FY 2024-25 on the affected parcels; and

WHEREAS, said Notice of Hearing for Filing of Report and Collection of Charges on Property Tax Roll was published in The Union Democrat Newspaper, Sonora, California, as required by Government Code Section 61115 on June 28, 2025; and

WHEREAS, the Board of Directors of District has conducted and completed the public hearing in accordance with the notice requirements specified in Government Code Section 61115.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Groveland Community Services District that the report from the General Manager describing the amount of charges and delinquencies for FY 2024-25 is attached hereto entitled Exhibit A and is hereby approved, received and filed; the Board hereby determines that the charges and delinquencies in the amount of \$31,650.16 shall be collected by the Tuolumne County Tax Collector on the Property Tax Roll in the same manner as property taxes; and that Staff is hereby directed to file with the Tuolumne County Auditor a copy of this Resolution on or before August 1, 2025, whereby the County Auditor shall enter the amount of the delinquent charges as specified in this Resolution against each of the affected parcels of real property specified herein as they appear on the current assessment roll, and collect the charges and delinquencies in the same manner as property taxes.

PASSED AND ADOPTED by the Board of Directors of the Groveland Community Services District on July 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Special Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on July 14, 2025.

DATED: _____



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: July 14, 2025

SUBJECT: Agenda Item 4A: Adoption of a Resolution Approving the Second Amendment to the Tuolumne County Fire Services Providers Automatic Aid/Mutual Aid Agreement to Include the Chicken Ranch Rancheria of Me-Wuk Indians of California

RECOMMENDED ACTION:

I move to adopt resolution 29-2025 Approving the Second Amendment to the Tuolumne County Fire Services Providers Automatic Aid/Mutual Aid Agreement to Include the Chicken Ranch Rancheria of Me-Wuk Indians of California.

BACKGROUND:

In 2006, Tuolumne County Fire Department and other fire service providers within the county entered into an agreement commonly known as Automatic Aid. This system was developed and designed to ensure the closest appropriate fire department resources are dispatched to emergencies within the participating jurisdictions boundaries. Tuolumne County through its fire department has been a contributing agency since the formation of a municipal fire department. Agreements for automatic assistance, in fire protection and response to other emergencies, have existed between specific municipalities and governmental jurisdictions to provide the highest levels of service in conjunction with the most effective use of local fire department resources working collaboratively through intergovernmental cooperation.

The Automatic Aid System participants are committed to demonstrate public equity through the reasonable commitment and distribution of resources within their jurisdiction. They also ensure that no participant unfairly benefits at the expense of the other participants. Automatic Aid System participants agree to respond when their respective assigned fire department units are dispatched on an automatic basis. It is assumed that all fire stations within a participating jurisdiction are included in the resource pool for the Computer Aided Dispatch System (CAD). A CAD system automatically determines the closest available, most appropriate unit(s), whether located in a fire station or operating in the field, regardless of jurisdictional boundaries. Each jurisdiction agrees that such unit(s) will respond when available.

The scope of this agreement includes automatic assistance in responding to code three emergency responses. Code three emergencies are defined as the use of lights and sirens while responding. Examples of calls that require code three responses are: life threatening medical emergencies, fires, vehicle accidents, hazardous materials incidents and other

types of emergency incidents that are within the standard scope of service provided by departments in the Automatic Aid System.

The District entered into the Automatic Aid/Mutual Aid agreement in 2016 along with nine other agencies throughout the county, in 2019 the Agreement was amended to include the Tuolumne Band of Me-Wuk Indian Tribe, and the second amendment to the agreement before the board today is to include the addition of the Chicken Ranch Rancheria of Me-Wuk Indians of California.

ATTACHMENTS:

1. Automatic Aid/Mutual Aid Agreement - Second Amendment
2. Resolution 29-2025

**SECOND AMENDMENT
TO
AUTOMATIC AID/MUTUAL AID AGREEMENT
TUOLUMNE COUNTY FIRE SERVICE PROVIDERS**

This Second Amendment (hereinafter referred to as “Second Amendment”) to the Automatic Aid/Mutual Aid Agreement Tuolumne County Fire Service Providers (“Agreement”) is entered into by and between the following Parties: Tuolumne County through its Fire Department, Columbia Fire Protection District, Mi-Wuk Sugar Pine Fire Protection District, City of Sonora through its Fire Department, Tuolumne Fire District, Groveland Community Services District through its Fire Department, Jamestown Fire Protection District, Twain Harte Community Services District through its Fire Department, California Department of Corrections and Rehabilitation through its Sierra Conservation Center Fire Department, Strawberry Fire Protection District, the Tuolumne Band of Me-Wuk Indians, a federally-recognized Indian tribe, and the Chicken Ranch Rancheria of Me-Wuk Indians of California (“Chicken Ranch”), a federally-recognized Indian tribe, through its Fire Department. Individually each Party is a “Department” and collectively, “Departments.” The effective date of this agreement shall be September 15, 2022.

WHEREAS, in 2016 all the Parties hereto, except the Tuolumne Band of Me-Wuk Indians and the Tribe, entered into the Agreement whereby the Parties would provide mutually beneficial reciprocal supplemental assistance in the event of fire or other local fire department related emergencies of a type common to all the Parties and on September 12, 2019 amended the Agreement by entering into the “First Amendment to the Automatic Aid/Mutual Aid Agreement Tuolumne County Fire Service Providers” with the Tuolumne Band of Me-Wuk Indians” (“First Amendment”); and

WHEREAS, under Section VIII of the Agreement, any amendment of the Agreement requires the written consent of the Parties signatory to the Agreement; and

WHEREAS, the Tribe and all the Departments desire that Chicken Ranch become a signatory to the Agreement through this Second Amendment.

NOW THEREFORE, in consideration of their mutual covenants and undertakings, the Parties hereto agree to amend the Agreement as follows:

1. The Parties agree that Chicken Ranch shall become a signatory party to the Agreement and its authorized representative’s information shall be added to Addendum A and an Operational Response Area Map for the Tribe shall be added to Addendum B to the Agreement.
2. The Parties further agree to add a new Section XV to the Agreement as follows:

XV. LIMITED WAIVER OF SOVEREIGN IMMUNITY

Subject to the provisions of, and limitations in, Chicken Ranch Tribal Council Resolution No. TC-22-10-05-03 and Chicken Ranch General Council Resolution No. GC-22-10-08-03, together attached hereto as “Addendum D” and incorporated herein by reference, Chicken

Ranch hereby expressly provides a limited waiver of its sovereign immunity and its rights to assert sovereign immunity with respect to any claim that may be brought under Section V of the Agreement to the extent that such claims are expressly covered by the liability insurance coverage and policy limits of Chicken Ranch without regard to any deductible amount contained in the insurance policy, to have the claim resolved solely in the manner set forth in the foregoing resolutions. No other waiver of immunity shall be deemed granted by Chicken Ranch, either expressly or impliedly, under this Agreement and the waiver shall not be construed to run in favor of any third party; nor shall this Agreement be deemed to be a third-party beneficiary contract of any kind except as to those specific governmental agencies provided for herein.

3. All provisions of the Agreement shall remain in full force and effect and unchanged, except as provided herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as the day and year hereinabove written.

County of Tuolumne

City of Sonora

By: _____ Date By: _____ Date

Tuolumne Fire District

Twain Harte Community Services District

By: _____ Date By: _____ Date

Mi Wuk Sugar Pine Fire Protection Center District

CDC Sierra Conservation

By: _____ Date By: _____ Date

Columbia Fire Protection District

Strawberry Fire Protection District

By: _____ Date By: _____ Date

Groveland Community Services District

Jamestown Fire Protection District

By: _____ Date By: _____ Date

Tuolomne Band of Me-Wuk Indians

Chicken Ranch Rancheria of Me-Wuk Indians of California

By: _____ Date By: _____ Date

APPROVED AS TO LEGAL FORM:

TUOLUMNE COUNTY COUNSEL

Signed by:
Cody Mesper 6/17/2025
9CE0707FD2AG403...
By: _____ Date

ADDENDUM D



RESOLUTION NO. TC-22-10-05-03

A RESOLUTION OF THE CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS TRIBAL COUNCIL APPROVING THE TRIBE ENTERING INTO THE “SECOND AMENDMENT TO AUTOMATIC AID/MUTUAL AID AGREEMENT TUOLUMNE COUNTY FIRE SERVICES PROVIDERS,” INCLUDING A LIMITED WAIVER OF SOVEREIGN IMMUNITY FROM SUIT PROVISION

WHEREAS, the Chicken Ranch Rancheria of Me-Wuk Indians (the “*Tribe*”) is a federally recognized Indian Tribe, recognized by the United States of America through the Secretary of the Interior, as a sovereign Indian Tribe possessed with inherent powers of tribal self-government; and

WHEREAS, among the powers of inherent sovereignty vested in the Tribe is the power to determine the Tribe’s own form of government, interpret its own laws, and be governed by those laws; and

WHEREAS, on June 9, 2001, the general membership of the Tribe adopted and established the “Constitution of the Chicken Ranch Rancheria of Me-Wuk Indians” (the “*Tribal Constitution*”) to serve as the governing document of the Tribe; and

WHEREAS, the General Council recognizes and continues to operate under the Tribal Constitution as its governing document; and

WHEREAS, Article V, Section 1 of the Tribal Constitution declares that the General Council of the Tribe shall be comprised of every duly enrolled Tribal member who is eighteen (18) years of age or older; and

WHEREAS, Article V, Section 4 of the Tribal Constitution establishes the Tribal Council as the governing body of the Tribe, the duty to govern all people, resources, land, and water reserved to the Tribe in accordance with the Tribal Constitution and applicable Federal Law; and

WHEREAS, subject to General Council’s consent to any waiver of sovereign immunity by the Tribe, Article V, Section 6 of the Tribal Constitution provides that Tribal Council has the following enumerated powers, among others: (a) to negotiate, contract or conclude agreements with private persons or organizations, and (j) to assert as a defense to lawsuits against the Tribe

the sovereign immunity of the Tribe and also to waive the Tribe's sovereign immunity from suit for purposes of declaratory and injunctive relief; and

WHEREAS, under Article V, Section 3(e) of the Tribal Constitution, one of the powers that is exclusively reserved to the General Council is the power to waive the Tribe's immunity from suit to allow for an award of money damages against the Tribe or otherwise encumber any tribal land or revenues; and

WHEREAS, pursuant to the power granted to it in Article V, Section 5 of the Tribal Constitution, on November 16, 2017 the Tribal Council adopted Ordinance No. 17-11-16-02 "An Ordinance of the Tribal Council of the Chicken Ranch Rancheria of Me-Wuk Indians of California Establishing Immunity Defenses and Indemnifying Tribal Elected Officials, Employees, and Officers" ("**Limited Liability Ordinance**") to serve as the controlling law, along with the Tribal Constitution, for defining how the Tribe will review and vote on transactions for which a waiver of tribal sovereign immunity is included; and

WHEREAS, the Limited Liability Ordinance at Section 5.03.020, "Waiver of Sovereign Immunity of Tribe," provides:

A. The sovereign immunity of the Tribe may be waived by a duly enacted ordinance or a resolution duly adopted pursuant to such authorizing ordinance of the Council, including this Title, explicitly waiving the Tribe's sovereign immunity from uncontested suit in any forum designated in the ordinance or resolution; provided, that such waiver shall not be general but shall be specific and limited as to duration, grantee, transaction, property or funds of the Tribe subject to the waiver, court or other forum having jurisdiction, and applicable law.

B. No express waiver or sovereign immunity by duly enacted ordinance or a resolution duly adopted pursuant to such authorizing ordinance of the Council, including this Title, shall be deemed a consent to the levy of any judgment, lien or attachment upon property of the Tribe other than the property specifically pledged, assigned, or identified in the duly enacted ordinance or a resolution duly adopted pursuant to such authorizing ordinance of the Council; and

WHEREAS, the Tribe, along with Tuolumne County and all other fire districts in the County of Tuolumne desire to have an automatic aid/mutual aid agreement whereby all fire departments in the county coordinate fire response services with the County of Tuolumne; and

WHEREAS, in 2016 the County of Tuolumne and all other fire departments in the County were parties to an Automatic Aid/Mutual Aid Agreement Tuolumne County Fire Services Providers (the "Agreement" attached hereto as *Exhibit A*) which the Tribe now desires to join as a signatory party pursuant to the attached "Second Amendment to Automatic Aid/Mutual Aid Agreement Tuolumne County Fire Services Providers" ("Second Amendment") attached hereto as *Exhibit B*); and

WHEREAS, the assurance of assistance set forth in the Agreement and Second Amendment shall constitute the sole consideration or performance therefor and no party to the Agreement is obligated to reimburse any other party for any action taken or aid rendered, or for use of material damage to equipment, or liability incurred which may be in the course of rendering the firefighting or medical assistance except as expressly provided for in the agreement; and

WHEREAS, the Second Amendment contains a limited waiver of sovereign immunity provision in favor only of the parties to the Agreement and only as to enforcement of the terms of the Agreement; and

WHEREAS, the Tribal Council finds the Second Amendment satisfies the requirements of the Limited Liability Ordinance, and complies with all laws and customs of the Tribe; and

WHEREAS, the Tribal Council believes that approval of the Second Amendment is in the best interest of the Tribe and its Tribal members.

NOW THEREFORE BE IT RESOLVED, the Tribal Council hereby approves the execution, delivery and performance by the Tribe of its Obligations under the Loan and the Transaction Documents.

BE IT FURTHER RESOLVED, that the Tribal Council approves of the execution and delivery by Lloyd Mathiesen, Chairman of the Tribe, or such other representative as may be duly authorized by the Tribal Council as circumstances may require, of the Second Amendment substantially in the form attached as *Exhibit B* and any ancillary documents thereto and approves of the performance by the Tribe of its obligations thereunder, including all necessary acts in connection therewith.

BE IT FURTHER RESOLVED, the Tribal Council expressly, unequivocally and irrevocably approves the Tribe's limited waiver of sovereign immunity in the Second Amendment on the following terms and conditions:

1. The Tribe shall expressly provide a limited waiver of its sovereign immunity and its rights to assert sovereign immunity with respect to any claim that may be brought under Section V of the Agreement to the extent that such claims are expressly covered by the liability insurance coverage and policy limits of the Tribe without regard to any deductible amount contained in the insurance policy, to have the claim resolved solely in the manner set forth in Paragraph 2 below. No other waiver of immunity shall be deemed granted by the Tribe, either expressly or impliedly, under the Agreement and the waiver shall not be construed to run in favor of any third party; nor shall the Agreement be deemed to be a third-party beneficiary contract of any kind except as to those specific governmental agencies provided for herein.
2. (a) In the event of a dispute between the Parties to the Agreement under Section V of the Agreement, representatives from the respective Parties shall meet and confer in an effort to resolve any such dispute(s) not later than ten (10)

calendar days after a Party has issued written notice of the dispute, unless the Parties agree in writing to an extension of time. If the parties are unsuccessful in resolving the dispute to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then any Party to the Agreement may initiate binding arbitration utilizing the services of a mutually agreed upon resource or JAMS.

(b) The arbitration shall be held at a location in Tuolumne County selected by JAMS and conducted by a single arbitrator who shall be a retired judge of the State of California. The decision of the arbitrator shall be in writing, shall be based in the governing law of the Agreement, shall be written in a manner similar to judicial decisions and shall be binding on the Parties. Judgment on the award may be entered in and enforced by any court which has the power to compel the arbitration as described herein. If the Parties cannot agree on the arbitrator, JAMS shall be apprised in writing of the specific issues and facts in dispute and JAMS shall provide each Party with the name of three retired judges from the JAMS panel who have experience in similar contractual disputes. Each Party may strike one name and the remaining retired judge shall be the arbitrator. If each Party strikes the same name, JAMS shall select one of the remaining two retired judges as the arbitrator. Each Party will bear its own costs, attorneys' fees and proportional share of the costs and expenses of JAMS and the arbitrator.

(c) The California Rules of Civil Procedure and the California Rules of Evidence and law shall apply, but the entirety of the arbitration, inclusive of discovery, exhibits and testimony shall be kept confidential.

(d) The sole means by which arbitration may be compelled under the Agreement shall be through the Federal Courts of the United States or the Intertribal Court of Southern California.

(e) Nothing in this Paragraph 2 is to be construed to preclude, limit, or restrict the ability of the Parties to pursue, by mutual written agreement, any other method of dispute resolution, including, but not limited to, mediation provided that no Party is under any obligation to agree to such alternative method of dispute resolution.

BE IT FURTHER RESOLVED that upon approval by the Tribal Council, and execution and delivery by the Tribal Chairman or another duly authorized representative of the Tribal Council and following the General Council's consent by resolution of the Tribal Council approving the Tribe entering into the Second Amendment, the agreement shall become a legal, valid, and binding obligation of the Tribe, enforceable in accordance with its terms.

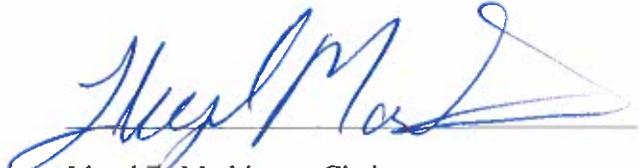
BE IT FURTHER RESOLVED, in the event it is determined that any portion of this resolution is inaccurate or invalid for any reason, such inaccuracy or invalidity shall not affect the remainder of this resolution, which shall remain valid and in full force and effect.

BE IT FINALLY RESOLVED, this resolution shall become effective as of the date and time of its passage and approval by the Tribal Council.

CERTIFICATION

This is to certify that the foregoing resolution and action was approved by the Chicken Ranch Rancheria of Me-Wuk Indians Tribal Council, at a duly noticed and convened Tribal Council meeting held on Wednesday, October 5, 2022, and was approved by a vote of 3 For 0 Against with 0 Abstaining, and that this Resolution has not been amended or rescinded in any way.




Lloyd R. Mathiesen, Chairman


Donna Mathiesen, Secretary



**THE CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS GENERAL COUNCIL
RESOLUTION NO. GC-22-10-08-03**

A RESOLUTION OF THE CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS GENERAL COUNCIL CONSENTING TO THE TRIBAL COUNCIL'S APPROVAL OF THE TRIBE ENTERING INTO THE "SECOND AMENDMENT TO AUTOMATIC AID/MUTUAL AID AGREEMENT TUOLUMNE COUNTY FIRE SERVICES PROVIDERS," INCLUDING A LIMITED WAIVER OF SOVEREIGN IMMUNITY FROM SUIT PROVISION

WHEREAS, the Chicken Ranch Rancheria of Me-Wuk Indians (the "**Tribe**") is a federally recognized Indian Tribe, recognized by the United States of America through the Secretary of the Interior, as a sovereign Indian Tribe possessed with inherent powers of tribal self-government; and

WHEREAS, among the powers of inherent sovereignty vested in the Tribe is the power to determine the Tribe's own form of government, interpret its own laws, and be governed by those laws; and

WHEREAS, on June 9, 2001, the general membership of the Tribe adopted and established the "Constitution of the Chicken Ranch Rancheria of Me-Wuk Indians" (the "**Tribal Constitution**") to serve as the governing document of the Tribe; and

WHEREAS, the General Council recognizes and continues to operate under the Tribal Constitution as its governing document; and

WHEREAS, Article V, Section 1 of the Tribal Constitution declares that the General Council of the Tribe shall be comprised of every duly enrolled Tribal member who is eighteen (18) years of age or older; and

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Re: Second Amendment to Automatic Aid/Mutual Aid Agreement Tuolumne County Fire Services Providers**

WHEREAS, Article V, Section 4 of the Tribal Constitution establishes the Tribal Council as the governing body of the Tribe, the duty to govern all people, resources, land, and water reserved to the Tribe in accordance with the Tribal Constitution and applicable Federal Law; and

WHEREAS, Article V, Section 3 of the Tribal Constitution exclusively reserves to the General Council certain powers and declares that any exercise of these powers by the Tribal Council shall not be effective unless the General Council has given its consent to such action by written resolution of the majority vote of the General Council; and

WHEREAS, under Article V, Section 3(e) of the Tribal Constitution, one of the powers that is exclusively reserved to the General Council is the power to waive the Tribe's immunity from suit to allow for an award of money damages against the Tribe or otherwise encumber any tribal land or revenues; and

WHEREAS, Article V, Section 6(p) of the Tribal Constitution states that the Tribal Council has the power "[t]o assert as a defense to lawsuits against the Tribe the sovereign immunity of the Tribe and to waive the Tribe's sovereign immunity from suit for purposes of declaratory and injunctive relief, except that no waiver of sovereign immunity for the purpose of money damages can be made by the Tribal Council without the prior approval of the General Council;" and

WHEREAS, subject to Article V, Section 3(e) of the Tribal Constitution, Tribal Council is empowered under Article V, Section 6 of the Tribal Constitution to (i) negotiate, contract or conclude agreements with private persons or organizations; and

WHEREAS, the Tribe, along with Tuolumne County and all other fire districts in the County of Tuolumne desire to have an automatic aid/mutual aid agreement whereby all fire departments in the county coordinate fire response services with the County of Tuolumne; and

WHEREAS, in 2016 the County of Tuolumne and all other fire departments in the County were parties to an Automatic Aid/Mutual Aid Agreement Tuolumne County Fire Services Providers (the "**Agreement**" attached hereto as *Exhibit A*) which the Tribe now desires to join as a signatory party pursuant to the attached "Second Amendment to Automatic Aid/Mutual Aid Agreement Tuolumne County Fire Services Providers" ("**Second Amendment**") attached hereto as *Exhibit B*); and

WHEREAS, the assurance of assistance set forth in the Agreement and Second Amendment shall constitute the sole consideration or performance therefor and no party to the Agreement is obligated to reimburse any other party for any action taken or aid rendered, or for use of material damage to equipment, or liability incurred which may be in the course of rendering the firefighting or medical assistance except as expressly provided for in the agreement; and

WHEREAS, the Second Amendment contains a limited waiver of sovereign immunity provision in favor only of the parties to the Agreement and only as to enforcement of the terms of the Agreement; and

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WHEREAS, the General Council believes that approval of the Second Amendment is in the best interest of the Tribe and its Tribal members.

NOW THEREFORE BE IT RESOLVED, the General Council hereby expressly, unequivocally and irrevocably consents to Tribal Council's approval of the Tribe's limited waiver of sovereign immunity in the Second Amendment on the following terms and conditions:

1. The Tribe shall expressly provide a limited waiver of its sovereign immunity and its rights to assert sovereign immunity with respect to any claim that may be brought under Section V of the Agreement to the extent that such claims are expressly covered by the liability insurance coverage and policy limits of the Tribe without regard to any deductible amount contained in the insurance policy, to have the claim resolved solely in the manner set forth in Paragraph 2 below. No other waiver of immunity shall be deemed granted by the Tribe, either expressly or impliedly, under the Agreement and the waiver shall not be construed to run in favor of any third party; nor shall the Agreement be deemed to be a third-party beneficiary contract of any kind except as to those specific governmental agencies provided for herein.

2. (a) In the event of a dispute between the Parties to the Agreement under Section V of the Agreement, representatives from the respective Parties shall meet and confer in an effort to resolve any such dispute(s) not later than ten (10) calendar days after a Party has issued written notice of the dispute, unless the Parties agree in writing to an extension of time. If the parties are unsuccessful in resolving the dispute to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then any Party to the Agreement may initiate binding arbitration utilizing the services of a mutually agreed upon resource or JAMS.

(b) The arbitration shall be held at a location in Tuolumne County selected by JAMS and conducted by a single arbitrator who shall be a retired judge of the State of California. The decision of the arbitrator shall be in writing, shall be based in the governing law of the Agreement, shall be written in a manner similar to judicial decisions and shall be binding on the Parties. Judgment on the award may be entered in and enforced by any court which has the power to compel the arbitration as described herein. If the Parties cannot agree on the arbitrator, JAMS shall be apprised in writing of the specific issues and facts in dispute and JAMS shall provide each Party with the name of three retired judges from the JAMS panel who have experience in similar contractual disputes. Each Party may strike one name and the remaining retired judge shall be the arbitrator. If each Party strikes the same name, JAMS shall select one of the remaining two retired judges as the arbitrator. Each Party will bear its own costs, attorneys' fees and proportional share of the costs and expenses of JAMS and the arbitrator.

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(c) The California Rules of Civil Procedure and the California Rules of Evidence and law shall apply, but the entirety of the arbitration, inclusive of discovery, exhibits and testimony shall be kept confidential.

(d) The sole means by which arbitration may be compelled under the Agreement shall be through the Federal Courts of the United States or the Intertribal Court of Southern California.

(e) Nothing in this Paragraph 2 is to be construed to preclude, limit, or restrict the ability of the Parties to pursue, by mutual written agreement, any other method of dispute resolution, including, but not limited to, mediation provided that no Party is under any obligation to agree to such alternative method of dispute resolution.

BE IT FURTHER RESOLVED, upon approval of this resolution and the resolution of the Tribal Council and execution and delivery as provided in such resolution, the Second Amendment shall become a legal, valid, and binding obligation of the Tribe, enforceable in accordance with its terms.

BE IT FURTHER RESOLVED, in the event it is determined that any portion of this resolution is inaccurate or invalid for any reason, such inaccuracy or invalidity shall not affect the remainder of this resolution, which shall remain valid and in full force and effect

BE IT FINALLY RESOLVED, this resolution shall become effective as of the date and time of its passage and approval by the General Council.

[Certification Page Follows]

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CERTIFICATION

This is to certify that the foregoing resolution and action was approved by the Chicken Ranch Rancheria of Me-Wuk Indians General Council at a duly noticed and convened special meeting of the General Council on Saturday October 8, 2022, at which a quorum was present throughout, and was approved by a vote of 8 For 0 Against with 0 Abstaining, of the 22 Tribal members eligible to vote, and that this Resolution has not been amended or rescinded in any way.



Lloyd R. Mathiesen, Chairman

Donna Mathiesen, Secretary

**CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS GENERAL COUNCIL RESOLUTION –
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RESOLUTION 29-2025

A RESOLUTION OF THE GROVELAND COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS APPROVING THE SECOND AMENDMENT TO THE TUOLUMNE COUNTY FIRE SERVICES PROVIDERS AUTOMATIC AID/MUTUAL AID AGREEMENT TO INCLUDE THE CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS OF CALIFORNIA

WHEREAS, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, in 2016 the District along with 9 other agencies entered into an Automatic Aid/Mutual Aid Agreement with Tuolumne County Fire Service Providers; and

WHEREAS, in 2019 the agreement was amended to include the Tuolumne Band of Me-Wuk Indians; and

WHEREAS, the Chicken Ranch Rancheria of Me-Wuk Indians desires to become a signatory to the Automatic Aid/Mutual Aid Agreement: and

WHEREAS, all participating agencies must execute the Automatic Aid/Mutual Aid Agreement accepting the amendments.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Groveland Community Services District adopt Resolution 29-2025 approving the Second Amendment to the Tuolumne County Fire Services Providers Automatic Aid/Mutual Aid Agreement to Include the Chicken Ranch Rancheria of Me-Wuk Indians of California.

PASSED AND ADOPTED by the Board of Directors of the Groveland Community Services District on July 14, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVE:

Nancy Mora, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Special Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on July 14, 2025.

DATED: _____