

**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 _____

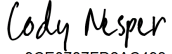
Tuolomne Band of Me-Wuk Indians

**Chicken Ranch Rancheria of Me-Wuk
Indians of California**

By: _____ Date _____ By: _____ Date _____

APPROVED AS TO LEGAL FORM:

TUOLUMNE COUNTY COUNSEL

Signed by:

9CE0707FD2AC403...
By: _____ Date: 6/17/2025

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 constitutes 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.

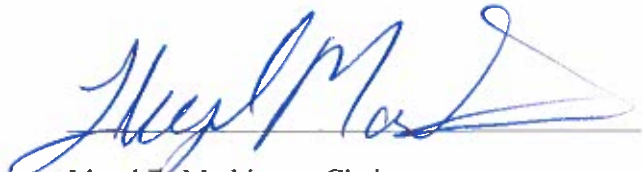
BE IT FURTHER RESOLVED, in the event it is determined that any portion of this resolution is inaccurate or invalid for any reason, such inaccuracy or invalidity shall not affect the remainder of this resolution, which shall remain valid and in full force and effect.

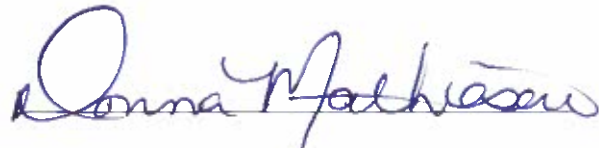
BE IT FINALLY RESOLVED, this resolution shall become effective as of the date and time of its passage and approval by the Tribal Council.

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

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

**CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS GENERAL COUNCIL RESOLUTION –
Re: Second Amendment to Automatic Aid/Mutual Aid Agreement Tuolumne County Fire Services Providers**

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.

**CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS GENERAL COUNCIL RESOLUTION –
Re: Second Amendment to Automatic Aid/Mutual Aid Agreement Tuolumne County Fire Services Providers**

(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]

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