

RESOLUTION NO. 2022-1963  
Mariposa Public Utility District  
County of Mariposa, State of California

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
MARIPOSA PUBLIC UTILITY DISTRICT (MPUD) APPROVING AND  
AUTHORIZING EXECUTION OF AGREEMENT FOR FIRE PROTECTION RESPONSIBILITY  
WITH THE COUNTY OF MARIPOSA AND FORMALLY DISCONTINUING THE PROVISION  
OF FIRE PROTECTION SERVICES WITHIN THE MPUD BOUNDARIES**

**WHEREAS**, in 1988 the Board of Directors for MPUD formalized the MPUD Fire Department by ordinance and a group of dedicated volunteers provided fire protection services throughout the boundaries of the MPUD; and

**WHEREAS**, due to a lack of participation and volunteer recruitment, as well as increasing maintenance costs and depreciation of firefighting apparatus has made operation of a fire station or the provision of fire protection services by MPUD within its boundaries infeasible; and

**WHEREAS**, the MPUD is located entirely within the County of Mariposa ("County") which provides fire protection services throughout the County; and

**WHEREAS**, the MPUD has proposed and the County agrees that it is necessary for the County to assume the fire protection service function previously performed by MPUD and, for that purpose, to transfer to the County, the assets used by the MPUD in providing that fire protection service, including but not limited to the fire station and the equipment within or located at the fire station; and

**WHEREAS**, the County and MPUD have negotiated an agreement by which the County will assume the responsibility for providing fire protection services within the MPUD and, in exchange, will receive the assets formerly used by MPUD in providing fire protection services within its boundaries and the MPUD will cease to provide fire protection services within the MPUD boundaries upon execution of the agreement, a copy of which is attached and incorporated by reference as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The foregoing recitals are true and correct.
2. On July 1, 2022, the MPUD will hereby discontinue the provision of fire service within MPUD boundaries, disband its fire department and after July 1, 2022, will no longer provide fire protection services within the boundaries of MPUD.
3. The Board of Directors has reviewed and approves the Agreement for Fire Protection Responsibility between MPUD and the County of Mariposa, a copy of which is attached and incorporated by reference as Exhibit A and authorizes its Chairman to sign the agreement on behalf of MPUD. Once executed, the General Manager is authorized to take all action and sign all documents necessary to implement the agreement, including but not limited to the execution of a deed to the fire station, and any equipment or vehicle transferred from MPUD to the County, all as necessary to implement and perform the agreement for fire protection responsibility.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of **January 2022** by the following vote:

AYES: Directors Bondshu, Cleary, Finney and Mock  
NOES: Director Dulcich  
ABSENT: None

Gordon Dulcich  
Chairman, MPUD Board of Directors

ATTEST:

Susan A. Wages  
Clerk, Ex-officio, Secretary

**AGREEMENT FOR FIRE PROTECTION RESPONSIBILITY**

THIS AGREEMENT (“Agreement”) is made and entered into this **4th** day of **January, 2022**, by and between the County of Mariposa, a political subdivision of the State of California, (“County”), and Mariposa Public Utility District (“MPUD”), an independent special district, pursuant to the following terms and conditions.

**WITNESSETH:**

**WHEREAS**, MPUD has provided fire protection services within its boundaries, which are entirely within the County of Mariposa; and

**WHEREAS**, County provides fire protection services within the County of Mariposa; and

**WHEREAS**, the parties currently operate under a Mutual Aid Agreement (2001), Automatic Aid Agreement (1989) and Mariposa Emergency Rescue Unit Agreement (1981) for cooperative response in the event of emergency types common to both parties and not covered by or within the scope of the California Office of Emergency Services and Civil Defense Master Mutual Aid Agreement; and

**WHEREAS**, County has provided worker’s compensation insurance for MPUD volunteer firefighters since 1983; and

**WHEREAS**, County’s fire chief has already assumed responsibility for fire marshal duties within the MPUD boundaries; and

**WHEREAS**, MPUD is no longer able to sustain a viable fire and related emergency response within the MPUD boundary nor effectively provide aid and services in accordance with the aforementioned agreements; and

**WHEREAS**, County is willing to assume responsibility for fire and related emergency response within the MPUD boundary.

**NOW THEREFORE**, County shall be responsible for providing all fire and related emergency response within the MPUD boundary; MPUD facilities and equipment related to providing fire and related emergency response will be transferred to County; and MPUD will no longer be responsible for fire and related emergency response. In consideration of this covenant, the parties hereto agree as follows:

## **1. AGREEMENT REPLACES ALL PREVIOUS AGREEMENTS**

The Mutual Aid Agreement (2001), the Automatic Aid Agreement (1989), the Policy for Worker's Compensation Coverage (1983) and the Mariposa Emergency Rescue Unit Agreement (1981) are hereby superseded by this Agreement. Any and all other mutual aid or implied agreements or relationships resulting from reference to MPUD fire and related emergency response are determined to be null and void by this Agreement except as noted below.

## **2. TRANSFER OF RESPONSIBILITY, FACILITIES AND EQUIPMENT**

On July 1, 2022, County shall assume all responsibility for fire and related emergency response within the MPUD service territory and MPUD will dissolve its fire protection operations. This transfer of responsibility includes the following:

- A. The MPUD fire station at 5273 Hwy 49 North in Mariposa, the entire property and premises, three fire engines currently owned and operated by MPUD, and all equipment on site related to fire and other emergency prevention, mitigation and response shall be transferred to County. County shall be responsible for all remaining payments, costs, liabilities and insurance for said facilities and equipment beginning on the date of transfer.
- B. All remaining funds from MPUD fire fees shall be paid to County.
- C. MPUD will not refinance or otherwise alter the debt service related to this agreement without prior written consent from County. MPUD will likewise continue maintaining equipment on a regular schedule and take no action that would diminish the quality or value of the assets to be transferred to County.
- D. MPUD shall no longer maintain volunteers or staff for fire or medical response. County shall accept qualified MPUD volunteer staff as County fire or medical response volunteers.

Despite any other provisions of this agreement, MPUD will maintain sole possession and use of the fire bay located at 4992 7<sup>th</sup> Street in Mariposa. It is agreed that the fire bay will no longer be used for fire or other emergency response and may be managed, repurposed or disposed at the sole discretion of MPUD.

## **3. ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

#### **4. ENFORCEABILITY AND SEVERABILITY**

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

#### **5. DISPUTES**

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

#### **6. CAPTIONS**

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

#### **7. NUMBER AND GENDER**

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

#### **8. MANDATORY AND PERMISSIVE**

"Shall" is mandatory. "May" is permissive.

#### **9. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

#### **10. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17, for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual

## Exhibit A

signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

### **11. OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

### **12. CONTROLLING LAW**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

### **13. AUTHORITY**

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

### **14. NEGOTIATED AGREEMENT**

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

### **15. NO RELIANCE ON REPRESENTATIONS**

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or

Exhibit A

believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

MARIPOSA PUBLIC UTILITY DISTRICT

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Gordon Dulcich, Chair  
MPUD Board of Directors

ATTEST:

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Susan A. Wages, General Manager  
Clerk, Ex-officio, Secretary

COUNTY OF MARIPOSA

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Rosemarie Smallcombe, Chair  
Board of Supervisors

ATTEST:

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