

COOPERATIVE AGREEMENT
FOR
THE ADMINISTRATION AND OPERATION OF
THE COLUMBIA FIRE PROTECTION DISTRICT

THIS AGREEMENT ("Agreement") is made and entered into this 16 day of June, 2023 2023, by and between the County of Tuolumne, a political subdivision of the State of California, ("County"), and Columbia Fire Protection District, a California special district, ("District"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on _____, 2023 to June 30, 2024. This Agreement will be automatically extended for ten (10) one-year extensions, unless either party provides written notice of its intention not to proceed with the Agreement at least 180 days prior to the expiration of the current term.

2. SERVICES

County shall perform administrative and operational oversight of the Columbia Fire Protection District as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. District shall transfer ownership of all materials and equipment in Exhibit B, "District Inventory," which is attached hereto and incorporated herein by reference, to County. County shall provide all staffing and other materials necessary to perform the Scope of Work.

4. COMPENSATION

County shall be compensated for services performed in an amount equaling the annual property tax District receives each fiscal year. The County Auditor-Controller shall transfer the annual property tax amount District receives by June 1st of each year to the County. Notwithstanding the foregoing, prior to the transfer to the County each year, the County Auditor-Controller shall retain sufficient funds to bring the District account to ten thousand dollars (\$10,000). District shall also contribute existing District funds to County as described in Exhibit A, "Scope of Work."

5. INSURANCE

A. The County is an entity that is self-insured.

- B. On an annual basis, the District shall provide to the County a copy of the District Insurance certificate as evidence of coverage for Commercial Crime, Commercial GL, Public Officials and Management Liability, and Terrorism.

6. INDEMNIFICATION

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

7. ALTERATIONS BY COUNTY

- A. **Signage.** The County shall have the exclusive right to erect and maintain on the Fire Station in the Columbia area all signs it deems appropriate. The District shall not permit any signs or advertising matter of any nature other than the County's without County's written consent. The District shall cooperate with the County in obtaining any variances from restrictions placed on the use of signs by local authorities. The County shall utilize stacked logos or individual District branding where it deems appropriate. District Board members and the Board may continue to use District letterhead when representing the elected Board of Directors.
- B. County will not be leasing or utilizing the existing District fire station unless through a separate Agreement with the property owner.

8. INDEPENDENT CONTRACTOR

It is understood that County, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the District. County shall obtain no rights to retirement benefits or other benefits which accrue to District employees, and County hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, and subcontractors hired or retained by the County are performing in that capacity for and on behalf of the County and not the District. The District shall not be obligated in any way to pay any wage claims or other claims made against the County by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

9. NOTICE

Any and all notices, reports, or other communications to be given to County or District shall be given to the persons representing the respective parties at the following addresses:

DISTRICT:
Board of Directors
Columbia FPD
11328 Jackson Street
Columbia CA, 95310
Fax: (209) 532-0788

COUNTY:
County Administrator's Office
County of Tuolumne
2 South Green Street
Sonora, CA 95370
Fax: (209) 533-5510

10. COMPLIANCE

County shall comply with all federal, state, and local laws, codes, and regulations applicable to County's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, County shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation, as prohibited by state or federal law.

11. 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, however, matters concerning the scope of services that do not affect the agreed price may be modified by mutual written consent of the County Administrator and the District Board. 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.

12. 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.

13. TERMINATION AND RIGHTS UPON TERMINATION

- A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, County shall return to District the District's annual property tax prorated as of the effective date of termination.
- B. Either party may terminate this Agreement for convenience upon 180 calendar days written notice to the other party. Upon termination for convenience, County shall return to District the District's annual property tax prorated as of the effective date of termination.

14. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

15. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or 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 Tuolumne, State of California.

16. CAPTIONS

The captions of this Agreement are for convenience in 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.

17. 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.

18. MANDATORY AND PERMISSIVE

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

19. 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.

20. COUNTERPARTS

This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

21. 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.

22. CONTROLLING LAW

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

23. 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 the agreement shall comply with all requirements of the law, including the capacity and authority to amend or modify the Agreement.

24. 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.

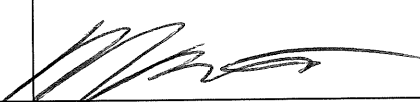
25. NO RELIANCE ON REPRESENTATIONS

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 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.

26. WARRANTY

District has relied upon the professional ability and training of County as a material inducement to enter into this Agreement. County hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws.

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

COUNTY OF TUOLUMNE By: Kathleen K. Haff, Chair Board of Supervisors	COLUMBIA FIRE PROTECTION DISTRICT By: Matt Foust, President Columbia Fire Protection District
ATTEST:	 6/16/23

By: Heather Ryan
Clerk of the Board

APPROVED AS TO LEGAL
FORM:



By: Cody Nesper, Deputy
County Counsel

Exhibit A
SCOPE OF WORK

- A location for a fire station in the Columbia area will be determined by County fire officials that best meets the operational and strategic needs of the Columbia area. County shall be responsible for all costs associated with said Fire Station during the term of this Agreement. Once completed, the Fire Station will be the sole and separate property of County.
- The County apparatus stationed at the Columbia area fire station will be utilized for response in District and County responsibility and response areas.
- Any existing District operational personnel shall be considered for membership as a County Volunteer Firefighter or Resident Volunteer Firefighter after successfully completing County hiring and orientation requirements. County will ensure all personnel meets minimum federal, state, and local requirements prior to emergency response.
- County and District will mutually determine the need to transfer ownership of operationally necessary tools, equipment, and vehicles, to best serve the community. Any District owned tools, equipment, and vehicles not agreed upon will remain in sole ownership of District. Inventories of all equipment transferred shall be maintained by both parties. All maintenance, repairs, and replacement of the fleet will be the responsibility of County.
- County shall be responsible for any fees for licenses, registrations, permits, and other certificates as may be required for the lawful operation of the vehicles.
- County shall provide daily minimum staffing of two career personnel twenty-four (24) hours per day, every day of the year. County will continue to provide opportunities for Volunteer Firefighter positions in the Columbia area.
- A separate Agreement may be negotiated between County and the property owner for the use of the current District facility.
- The Columbia CERT program will dissolve and fall under the County of Tuolumne CERT program. Columbia CERT Members, training, and position training will be forwarded to the County of Tuolumne for inclusion into the County program.
- District shall contribute all District funds existing at the commencement of this Agreement, except for a ten thousand dollar (\$10,000) retention in the District account for fiscal year 2023-2024, to County for its administration and operation under this agreement.

Exhibit B
DISTRICT INVENTORY

EQUIPMENT AND SUPPLIES FROM ENGINE 741 (NOT ENGINE)

- MSA THERMAL
IMAGING CAMERA
MODEL E5200 (w/ base
charging station) S/N: A7-
4970-L07
- STIHL CHAINSAW
MS311 W/ 24" BAR S/N:
184478203
- PARTNER K12 ROTARY
SAW S/N 968 30 44-00/
04-1500443
- AIR CHISEL- AJAX
TOOL WORKS MODEL:
3700 3
 - REGULATOR
FOR AIR CHISEL
MODEL:9604A
- HONDA PPV FAN S/N:
GC02 3909228 MODEL:
GX160
- 5" INTAKE VALVE
ELBOW FOR MANIFOLD
- PIKE POLES (TWO) 10'
& 6'
- RUBBISH HOOK 5'
- FLAT HEAD AXE
- PICKHEAD AXE
- 2.5-GAL PORTABLE
WATER EXTINGUISHER
- CANVAS UTILITY TARP
- CARRY-ALL
- SALVAGE TARP
- HALL RUNNER
- STORZ ADAPTERS
- TRU NORTH RIC PACK
(BAG ONLY)
- MISC. BRASS
- 1 PFD- LEVEL II
- SCOOP SHOVEL
- DECK GUN MONITOR
(W/ STACKED TIPS)
- HYDRANT WRENCH
- SPANNER WRENCHES
- BACKBOARD
- LIFEPAK 100 AED
S/N: 36425290
- HOLMATRO PENTHEON
PCT50 (COMBI-TOOL)
S/N: HU00060610
- HOLMATRO PENTHEON
BATTERY S/N:
FA212738-0027-0322G
- HOMALTRO PENTHEON
BATTERY S/N:
FA212789-0023-0422G
- HOLMATRO PENTHEON
CHARGER UNIT S/N:
FA210526-0416-4921C (IN
APP BAY)
- HURST POWER UNIT
S/N:302233-02 MODEL #
P650 SG E801
- HURST SPREADER
S/N: 3628539
MODEL # ML28
- HURST CUTTER S/N:
UNREADABLE MODEL #
UNREADABLE\ -HURST
HOSE REEL W/ HOSE
- 24' EXTENSION LADDER
- 14' ROOF LADDER
- 10' ATTIC LADDER
- 5" HOSE 900' & FILL
LINE
- 3" HOSE 400'
- 2 1/2" HOSE 300' (KEY
HOSE)

- 1 3/4" HOSE 650'
(CROSSLAYS &
BUMPER)

**EQUIPMENT AND SUPPLIES FROM ENGINE 743 (NOT
ENGINE)**

- CANVAS WILDLAND HOSE PACKS (2)
- NEW YORK HOOK 6'
- HALLIGAN
- FLAT HEAD AXE
- ROGUE TOOL
- MCLEOD TOOL
- "RHINO" TOOL
- 8LB SLEDGEHAMMER
- PUSH BROOM
- SCOOP SHOVEL
- HOSE
- 1 3/4" HOSE (CROSSLAYS) 400'
- 1 1/2" WAYJAX HOSE (CROSSLAY) 200'
- 1 1/2" WAYJAX HOSE FIRST OUT ROLL W/ BALE AND 3/8" TIP 100'
- 1 1/2" WAYJAX HOSE (IN PACKS) 400'
- 1" WAYJAX HOSE (IN PACKS) 200'

ENGINE 746 (INCLUDES FIRE ENGINE)

- FIRE ENGINE 746 (TYPE 6) VIN: IFDOW5HT4CEB18646 LICENSE: 1349330
- STIHL CHAINSAW MS461 W/ 28" BAR S/N: 176681185
- CANVAS-STYLE WILDLAND HOSE PACKS (6)
- MOP-UP KIT (BACKPACK STYLE)
- PULASKI (2)
- "RHINO" TOOL
- ROGUE TOOL (2)
- SHEET ROCK HOOK/CLAW (2) 6'
- PUSH BROOM
- RUBBISH HOOK
- HYDRANT WRENCH
- SPANNER WRENCH
- HALLIGAN BAR
- FLAT HEAD AXE
- PICK HEAD AXE
- CHAPS
- MEDICAL AID BAG
- UTILITY ROPE BAG
- MEGA MOVER-PATIENT HAULER
- BACKBOARD
- BENDIX KING MOBILE RADIO NO S/N OR MODEL # VISIBLE
- 1 3/4" HOSE PRE-CONNECT 150'
- 1 1/2" WAYJAX HOSE 200' DEADLOAD
- 1 1/2" ANGUS HOSE "SHORTY" (2)
- 1 1/2" WAYJAX HOSE (IN PACKS) 1200'
- 1" WAYJAX HOSE (IN PACKS) 800'
- 1 1/2" GATED WYE (2)
- 1 1/2"-1" HOSE TEE (4)
- 1 1/2"-1" REDUCER (3)
- 1"-3/4" REDUCER (3)
- 1" KK NOZZLE (2)
- 1 1/2" DOUBLE MALE (2)
- 1 1/2" DOUBLE FEMALE
- 1 1/2" KK NOZZLE
- 3/4" SHUTOFF (3)
- 3/4" GATED WYE (3)
- 3/4" NOZZLE (3)

APPARATUS BAY AND CONEX

- HONDA GENERATOR MODEL: EB6500
- STIHL LEAF BLOWER BR450 S/N: 518128711
- TRI-FOLD ACCOUNTABILITY BOARD (4)
- F.A.S.T. BOARD (R.I.C.)
- UNIFIRE SMOKE MACHINE MODEL: UF-25
- HURST HYDRAULIC HOSE REEL W/ HOSE
- iPad NO OTHER INFO KNOWN
- BENDIX KING HANDI TALKI NO OTHER INFO KNOWN
- PARATECH PACK HAMMER 90 IN CONEX
- HOSE TESTER IN CONEX
- 5" HOSE WITH STORZ CONNECTORS 400' & 1 FILL LINE
- 5" HOSE ANGUS WITH NH THREADS APPROX 1000' & 2 FILL LINES
- 3" HOSE 500'
- 2 1/2" HOSE 600'
- 1 3/4" HOSE 2050' (1050' KEY HOSE)