



REQUEST FOR PROPOSAL (RFP) by the Mayacamas Volunteer Fire Foundation (MVFF)
For
ARCHAEOLOGICAL SERVICES
October 23 2026

Project Name, Grant, and Project ID: Mayacamas Cavedale Trinity Triangle Fuel Reduction Project, CAL FIRE Fire Prevention Grant 5GG23109 (CTTFRP-ARCH)

Road Name, Geographical area, boundaries: 6450 Cavedale Rd & 3199 Trinity Rd, Glen Ellen, CA (see Appendix A: Project Map)

PUBLIC MESSAGING/ PR-PIO STATEMENT: The Mayacamas Cavedale Trinity Triangle Fuel Reduction Project (CTTFRP) will complete important wildfire resilience work related to fuel reduction and improved wildfire response that tightly integrates with regionally collaborative efforts to establish a robust ridgeline fuel break to prevent or diminish a future fire that is similar in nature to the 2017 Nuns Fire. The proposed project's ridgeline fuel-break creates an effective, continuous containment opportunity along the ridgeline border between Sonoma and Napa.

Project Summary: The selected archaeological consultant shall provide cultural resources services to support the Mayacamas Volunteer Fire Foundation's CTTFRP involving 78 acres of pile burning. Project work will support the Sonoma County Resources Conservation District (RCD) as it prepares a CEQA Notice of Exemption (NOE) for the pile burning project. The scope of work shall include a cultural resources records search and background research, review of relevant archaeological reports and historical literature, outreach to Native American tribes and other appropriate cultural resource representatives, and a pedestrian field survey (if needed, as based off the results of an archeological records check, which may find the project has been sufficiently surveyed in the past) of the project area to identify and document potential archaeological and cultural resources. The consultant shall prepare an archaeological survey report documenting the research methods, outreach efforts, survey findings (if applicable), and any identified resources, including relevant maps, photographs, and supporting documentation, and shall provide recommendations for resource avoidance, protection, or additional studies as warranted. The consultant shall coordinate with the Mayacamas Volunteer Fire Foundation throughout the process and provide findings and recommendations sufficient to assist the Sonoma RCD in evaluating potential cultural resource impacts and determining the appropriate CEQA compliance pathway for the proposed project.

Vendor Commitments: See attached **Vendor Commitments & Appendices for rules and policies when working with MVFF**. (See Appendix B: Land Resilience Vendor Commitments & Appendices (VCA))

Final RFP Questions Due: All questions regarding this RFP must be submitted to info@mayacamasvff.org and peter@napafirewise.org by October 30 2026. Responses to questions will be returned by November 3 2026.

Proposal due: All proposals must be emailed to info@mayacamasvff.org and peter@napafirewise.org by November 6 2026. Proposals received after this date/time will not be accepted.

Proposal Form: Each proposal must use the attached form and all information must be complete or will be subject to rejection at MVFF's discretion.

Notice of Intent to Award (Est): November 11 2026 (subject to change by MVFF)

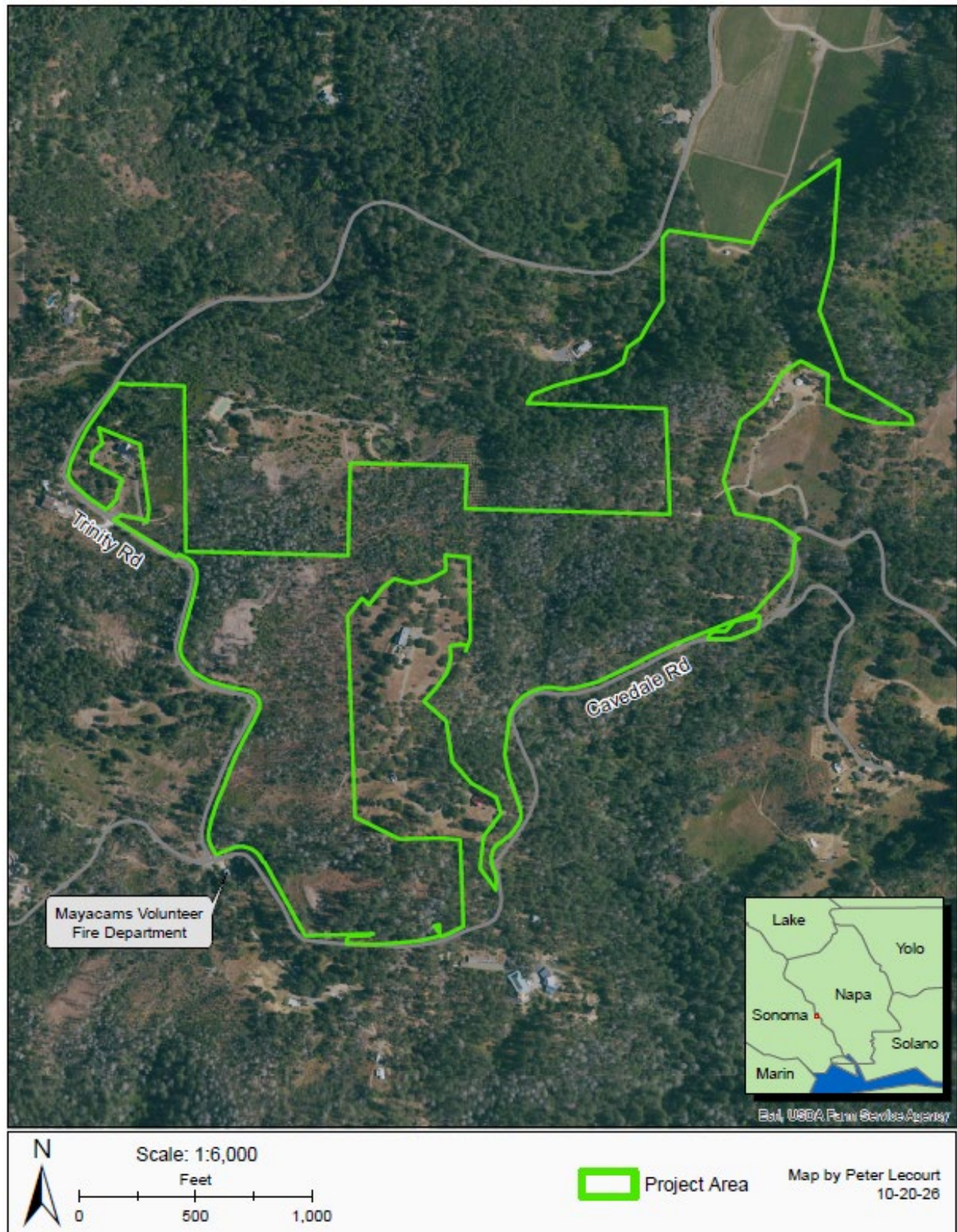
Award Date (Est): November 13 2026 (subject to change by MVFF)

Notice to Proceed: TBD

Work schedule: TBD

Project Lead (PL) & Primary Contact: Peter Lecourt (PL) – peter@napafirewise.org – 707-291-8395

Appendix A: Project Map



Appendix B: Vendor Commitments & Appendices

Land Resilience Vendor Commitments & Appendices

(VCA)

Overview and background information:

This VCA goes into more detail about working for MVFF. Contractors must accept these commitments and responsibilities.

INVOICE REQUIREMENTS & OVERVIEW OF KEY TOPICS:

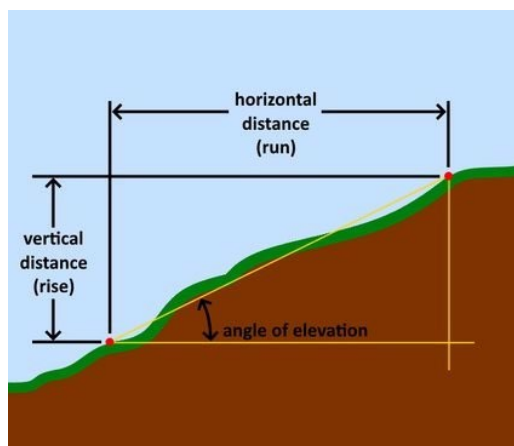
Invoices require many details to support our grant requirements and must include specific deliverables such as feet of road, acres treated, type of work, before and after image, Project ID and Billing codes. Full payment terms and invoice requirements are detailed in On Call Contract (OCC) and listed on Task Order (TO.) Progress checks shall be regular with MVFF Project Monitor or Project Lead to ensure quality of work is within scope. Project Monitor or Lead shall approve or disapprove of invoices when submitted for payment. Invoices must include a description (GPS location/physical marker/ mile post, etc) of where measurements start and stop so distances and acreage can be verified by MVFF staff.

Private Property / Fencing Issues: No access to private curtilage without LOA and a Project related purpose. All fencing must be left in “as was” condition or repaired if damaged or removed. *Photo documentation before and after is highly recommended to avoid potential disputes about damage.*

SUB-APPENDICES

- A. Measurement Techniques
- B. Contracting process explained
- C. Noxious and invasive seeds transit avoidance
- D. Substance Use

Sub-appendix A: Measurement Techniques:



Example: For a 100' treatment distance, the ground surface distance may vary between 100' and 140' depending on slope angles from 0 to 45 degrees (0 to 100% slope.) A 60% slope, which is 30 degrees, would be ~115' of project area. A 100% slope, which is 45 degrees is ~140' of project area. Project acreage has been calculated using horizontal distance.

Sub-Appendix B: Contracting process explained.

After the contract is signed, these next steps will follow:

- A. Kick off meeting with MVFF staff or other qualified designee must occur onsite before the start date with awarded contractor. Painting, flagging, WLPZ, and any other environmental concerns within the project area shall be discussed. *The Vendor's Project Supervisor must be in attendance.*
- B. Project oversight conducted by PL on behalf of MVFF.
- C. Invoicing must not span multiple months and provide all required documentation.

Sub-Appendix C: Noxious and invasive seeds transit avoidance

Equipment, vehicles, trousers, and footwear shall be cleaned before entering the site so as to eliminate the transfer of noxious plants to the jobsite. If determined that a Vendor did transport seeds to a site, then the Vendor is responsible for mitigating.

Measures may be taken to reduce the potential of invasive species being transported to and from a site such as:

1. Cleaning work boots and clothing prior to entering and exiting the work site.
2. Not driving off road on the work site unless vehicle tires have been cleaned.

Typical Invasive Species: Eucalyptus Trees, Chamise, Himalayan Blackberry, Broom, Tree of Heaven, Oleander, Starthistle, Stinkwort, French Broom.

Sub-Appendix D: Substance Use

No alcohol or substances such as illicit, illegal or recreational drugs may be used on the job. No substances may be used while operating equipment or driving to or from the jobsite.

Contractors must have a drug and alcohol policy in effect and each of their employees must be provided with a copy.

EXHIBIT A



Mayacamas Volunteer Fire Foundation Proposal Form

Proposals due: All Proposal Forms must be emailed to info@MayacamasVFF.org and peter@napafirewise.org by Friday November 6, 2026 at 5:00 PM. Proposal Forms received after this date and time will not be accepted.

Company Name: _____

Company Address: _____

Company Contact Phone Number: _____

CSLB License Number: _____ **Business License Number:** _____

Professional Certifications: _____

Qualifications and Experience: _____

References (name, address, phone number): _____

Priority will be given to proposals with an earlier contract completion date to enable burning before the Spring 2027 ban.

Anticipated Project Timeline: _____

Proposal Amount: _____

INSURANCE: Attach all required insurance documents.

Bid Form guidelines:

- a. List the specific deliverables and approach to the work including but not limited to equipment to be utilized, staffing levels, and any specialized skills. You may supplement this information on additional sheets.
- b. Vendors shall provide a general description of Contractor's experience and qualifications related to fuels reduction work of similar scope and complexity. You may supplement this information on additional sheets.

- c. Provide experience and/or resumes of key staff indicating the names and roles of staff and their experience of working with the specific equipment being proposed. You may supplement this information on additional sheets.
- d. Provide deliverables about how the finished area will look. You may supplement this information on additional sheets.
- e. ***Fill out the Proposal Form completely to be considered. Proposals must include all information requested in the Form.***



AGREEMENT FOR ARCHAEOLOGICAL SERVICES

This Agreement for Archaeological Services (“**Agreement**”) is entered into as of DATE (“**Effective Date**”), by and between the MAYACAMAS VOLUNTEER FIRE DEPARTMENT, INC, a Nonprofit Corporation, dba Mayacamas Volunteer Fire Foundation (“**MVFF**”) and NAME (“**INITIALS**”), (“**Contractor**”).

RECITALS

- A. MVFF has allocations of funding (“**Funds**”) to support vegetation management and fuel reduction work to create defensible space to reduce wildfire risk (the “**Program**”).
- B. Implementation of the Program involves the performance of professional and technical services of a temporary and occasional character, and MVFF desires to retain a qualified contractor to assist MVFF with the implementation of the Program on an on-call basis. Contractor represents it has the skill and expertise to assist MVFF in implementing the Program.
- C. MVFF will provide Contractor with Task Orders from time to time, defining Project Location, Scopes of Work, Cost Estimate, Grant Coding, Invoicing Requirements and Schedule for each project in accordance with the terms of this Contract.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. OBLIGATIONS OF CONTRACTOR:

- a. Program Implementation. Contractor shall implement the Program in accordance with the requirements set forth in Exhibit A, which is attached hereto and incorporated herein by reference as if set forth in full.
- b. Provision of Relevant Information. Contractor shall cooperate with MVFF in completing progress reports and other documents pertaining to implementation of the Program, including, without limitation, providing, in a timely manner, any and all requested information regarding the services provided pursuant to the terms and conditions of this Agreement.
- c. Safety and Environmental Requirements. Vendor will comply with all OSHA safety and environmental permitting requirements. When in the field, Contractor will follow industry practices for fire ignition avoidance and mitigation such as referenced in the Industrial Operations Fire Prevention Field Guide at the following: link: <https://osfm.fire.ca.gov/media/8481/fppguidepdf102.pdf>
- d. Prevailing Wage. NA.
- e. Project Access. In order to enable MVFF to monitor Contractor’s compliance with the terms and conditions of this Agreement, Contractor shall provide MVFF, and any and all duly authorized representatives thereof, access to all work sites and any other areas associated with implementation of the Program. Work will be suspended when project area is under red flag conditions. <https://www.weather.gov/>



2. **OBLIGATIONS OF MVFF:**

- a. **Provision of Necessary Data and Materials.** MVFF shall provide Contractor with any and all background data necessary for Contractor to complete the services required pursuant to the terms and conditions of this Agreement and specific to each Task Order.
- b. **MVFF Representative.** MVFF shall designate a representative with authority to transmit instructions and information, receive correspondence, interpret policy and define decisions related to the services provided pursuant to this Agreement. All correspondence pertaining to the performance of Contractor's duties and obligations hereunder shall be submitted to MVFF's representative in accordance with the notice requirements set forth herein (provided that such information may be provided via Email without the required subject line set forth in Section XX and without the requirement that a duplicate hardcopy notice be sent). Contractor is an independent contractor, shall be solely responsible for the means, methods, techniques and sequence of its work and shall be solely responsible for safety in, on or about its work sites. Contractor acknowledges that MVFF's representative does not control, or direct Contractor and that Contractor is solely responsible for performing the services under this Agreement.
- c. **Review of Submitted Materials.** MVFF shall thoroughly review any and all reports, proposals and other documents prepared and submitted pursuant to the terms and conditions of this Agreement. MVFF shall provide Contractor with a written response pertaining to the review of documents submitted by Contractor within two (2) weeks from the receipt thereof.

3. **TERMS/RENEWAL:**

- This Agreement shall begin the Effective Date and shall remain in full force and effect until completed, unless sooner terminated as provided herein. This agreement will have an expiration date of one year after the Effective Date.
- If Contractor has had or will have an active task order with MVFF in the past or future 120 days from expiration the on-call contract will be automatically renewed by MVFF for one additional year.
- On Call Contracts will not exceed 2 years.

4. **TERMINATION:**

- **Termination for Cause.** MVFF may, in its sole discretion, immediately terminate this Agreement if Contractor fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- **Termination without Cause.** MVFF may terminate this Agreement without cause and at its convenience upon five (5) days written notice which states the effective date of the termination.
- **Compensation upon Termination.** In the event this Agreement is terminated, Contractor shall be entitled to compensation for completed services provided hereunder through and including the effective date of such termination but not for service not yet performed. However, this provision shall not limit or reduce any damages owed to MVFF due to Contractor's breach of this Agreement or pursuant to law. The terms of this Section shall survive the expiration or termination of this Agreement.

5. **REMITTANCE OF GRANT FUNDS:**

- a. **Maximum Amount Payable.** MVFF shall remit Grant Funds to Contractor in an amount not to exceed the maximum amount set forth in Exhibit A as full compensation for all services



rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Contractor agrees to complete all of the activities, objectives and deliverables set forth in this Agreement and within any Task Order falling under this agreement, for an amount not to exceed such maximum amount payable.

b. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit A.

c. Additional Services. Any additional services not otherwise set forth herein shall not be provided by the Contractor, or compensated for by MVFF, unless specifically authorized in writing by MVFF. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of Contractor. Contractor shall notify MVFF, in writing, at least six (6) weeks prior to the date upon which Contractor estimates that the maximum payable amount will be reached.

6. **PAYMENT OF INVOICES:**

a. Invoices. In order to receive payment, Contractor shall submit to MVFF a monthly invoice with a detailed summary, itemizing all services rendered, as stated in each Task Order, pursuant to the terms and conditions of this Agreement within five (5) days after each calendar month in which such services were provided. Contractor shall submit a final invoice for payment within fifteen (15) days following the expiration or termination date of this Agreement. Invoices shall be in an approved format and shall include backup documentation and grant information specified by Task Orders. All invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to MVFF electronically at the invoice email address set forth in Exhibit A.

b. Payment. Payment for services rendered, and costs and expenses incurred, and pursuant to the terms and conditions of this Agreement and in accordance with subsequent Task Orders, payments shall be made by MVFF no later than **fifteen (15) days** after receipt and MVFF's approval, ~~except that payments may be made later than thirty days per subsection 6.c.~~ The 15-day term begins when invoices are approved by the field staff who monitor the progress of the task as stated on each Task Order. If an invoice is returned to the contractor for correction, the 15 days will reset upon invoice approval.

c. ~~Grant Funding. As a grant funded 501(c)3 we rely on reimbursements from our funders in order to pay vendor invoices. In the event that our funders delay paying our reimbursements, we may need to extend paying vendor invoices for a reasonable period beyond the net 30 day payment terms.~~

7. **REPORTS:**

a. General Reporting Requirements. Contractor agrees to provide MVFF with any and all reports and data that may be required by any local, state and federal agencies for compliance with this Agreement or required as a condition of MVFF's receipt of the Grant Funds.

8. **MONITORING:**

a. General Monitoring Requirements. Contractor agrees that MVFF has the right to monitor any and all activities related to this Agreement and each Task Order, including, without limitation, the right to review and monitor Contractor's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. Contractor will cooperate with a corrective action plan, if deficiencies in Contractor's records, policies or procedures are identified by MVFF. However, MVFF is not



responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the Contractor's performance hereunder.

9. **CONFIDENTIAL INFORMATION:**

a. **Disclosure of Confidential Information.** In the performance of this Agreement and ensuing Task Orders, Contractor may receive information that MVFF designates as confidential or is confidential under local, state or federal law ("**Confidential Information**"). Contractor agrees to protect all Confidential Information obtained hereunder in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

b. **Continuing Compliance with Confidentiality Requirements.** Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this Agreement may be required to ensure compliance therewith. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any and all applicable local, state and federal laws, regulations or standards.

10. **INDEMNIFICATION:**

a. **Hold Harmless, Defense and Indemnification.** Contractor and its subcontractors and suppliers of all tiers shall, to the maximum amount permitted by law, hold harmless, defend and indemnify MVFF, all landowners, Sonoma Valley Fire District (SVFD), CAL FIRE, all funding agencies and their agents, employees, officers, officials, directors and volunteers ("**INDEMNITEES**") from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other reasonable costs of litigation, in whole or in part, arising from, associated with, or related to the acts, errors or omissions in the Work required by this Agreement, negligent acts of or willful misconduct of: Contractor its agents, employees, or subcontractors of any tier..

b. **Effect of Insurance.** Acceptance of the insurance required by this Agreement shall not relieve Contractor from liability under this provision. This provision shall apply to all claims for damages related to Contractor's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

c. **Survival.** The terms of this Section shall survive the expiration or earlier termination of this Agreement.

11. **INSURANCE REQUIREMENTS:**

- a. **General Insurance Requirements.** Without limiting Contractor's indemnification obligations set forth herein, Contractor, and its subcontractors and suppliers of all tiers, shall take out and maintain, throughout the term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of Contractor and its agents, officers, employees, assignees or subcontractors:
- Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for anyone (1) incident, including, without limitation, personal injury, death and property



damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

- Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 - Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Workers' Compensation Insurance policy shall contain, or be endorsed to contain, a waiver of subrogation against the INDEMNITEES.
- b. Special Insurance Requirements. The Comprehensive or Commercial General Liability Policy shall provide that the INDEMNITEES are covered as additional insured insureds by (ISO Form CG 20 10 11 85) or the equivalent, and state "such insurance shall be primary without any contribution by insurance maintained by the additional insureds", for liability arising out of the operations performed by, or on behalf of, Contractor and its subcontractors. The coverage shall contain no special limitations on the scope of protection afforded to the INDEMNITEES. These policies shall also provide, either directly or via endorsement, that such policy: (i) includes contractual liability; (ii) does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards;" (iii) is the primary insurance with regard to each of the INDEMNITEES and without contribution; (iv) does not contain a pro-rata, excess only and/or escape clause; (v) contains a cross liability, severability of interest or separation of insureds clause and (vi) limits shall be on a per project basis (ISO Form CG 25 03 11 85) or the equivalent. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to MVFF in accordance with the notice requirements set forth herein. It is further understood that Contractor and all subcontractors shall not terminate such coverage until MVFF receives adequate proof that equal or better insurance has been secured. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability. Any failure to comply with the provisions of this Agreement shall not affect the coverage provided to the INDEMNITEES.
- c. Certificates of Insurance. Contractor and all subcontractors shall furnish MVFF with certificates and original endorsements effecting the required coverage prior to execution of this Agreement, all subcontract agreements and annually. The endorsements shall be on forms approved by MVFF. Any deductible or self-insured retention over One Thousand Dollars (\$1,000.00) shall be disclosed to, and approved by, MVFF. If Contractor and all subcontractors do not keep all required policies in full force and effect, MVFF may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of insurance from the monies owed to Contractor under this Agreement. If certificate of insurance expires or changes during the term of this contract,



Contractor agrees to provide MVFF with valid certificates in a timely manner, neglecting to do so will result in the termination of this contract.

- d. Waiver of Subrogation. Contractor and all subcontractors (and their insurers) waive any right of recovery against the INDEMNITEES for any loss or damage that is covered by any policy of insurance including any Workers Compensation Insurance, regardless of cause, including negligence (active or passive) of the party benefiting from the waiver. If any such policy of insurance relating to this Agreement does not permit the foregoing waiver or if the coverage under any such policy would be invalidated as a result of such waiver, the party maintaining such policy shall obtain from the insurer under such policy a waiver of all right of recovery by way of subrogation against the INDEMNITEES in connection with any claim, loss or damage covered by such policy.
 - e. Professional Liability Insurance. Contractor shall obtain and maintain, at its sole cost and expense, Professional Liability (Errors and Omissions) Insurance covering liability resulting from any negligent act, error, or omission in the performance of professional services under this Agreement. Such insurance shall be maintained with limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the annual aggregate. The policy shall be issued by an insurance company licensed to do business in the jurisdiction where the services are rendered and holding an A.M. Best rating of no less than A- (VII).
 - f. If such insurance is written on a "claims-made" basis, the Contractor warrants that continuous coverage will be maintained, or an Extended Reporting Period (Tail) insurance policy will be purchased, for a period of no less than three (3) years following the termination or expiration of this Agreement. The retroactive date of any such policy must precede or coincide with the effective date of this Agreement. The Consultant shall provide the Client with a Certificate of Insurance (COI) evidencing such coverage prior to the commencement of any work.
12. **RELATIONSHIP OF PARTIES**: It is understood that this Agreement is by and between independent entities, that Contractor is an independent contractor, that MVFF can not, will not, and does not control Contractor's means, methods or sequences of its work, that Contractor is solely responsible for safety in, on and about the work sites and it is not intended to, and shall not be construed to, create a relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that Contractor shall not be entitled to any benefits to which MVFF employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. Contractor shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.
13. **COMPLIANCE WITH LAWS**: Contractor agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement and shall use Contractor's best skill and attention, in a workman like manner to perform all work. Contractor agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
14. **PROVISIONS REQUIRED BY LAW**: This Agreement is subject to any additional local, state and/or federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though



all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be amended to require the Contractor's highest level of service permitted by law and shall not in any way impair the enforceability of any other provision of this Agreement.

15. **ASSIGNMENT AND SUBCONTRACTING:** Contractor shall not delegate duties under this Agreement without the written consent of MVFF. Any assignment by Contractor in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. Contractor shall obtain prior written approval from MVFF before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. Contractor shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third-parties under subcontracts, whether approved by MVFF or not.

16. **AGREEMENT SHALL BIND SUCCESSORS:** Subject to the limitations in Section 15, all provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

17. **NOTICES:** All notices and any other communications permitted or required under this Agreement must be in writing and will be effective (i) immediately upon delivery in person, provided delivery is made during regular business hours or receipt is acknowledged by a person reasonably believed by the delivering party to be employed by the recipient; (ii) immediately upon delivery if delivery is made by electronic mail transmission ("**Email**") (so long as any Email notice contains the following in the Subject line in all caps: "OFFICIAL NOTICE UNDER MVFF CONTRACTOR AGREEMENT") completed before 5:00 p.m. California time on a business day, as evidenced by the transmission confirmation generated by the sending Email system; and otherwise on the next business day; provided, however, that any communication by Email to be effective must be confirmed two (2) business days after transmission by duplicate notice delivered as otherwise provided herein unless the recipient confirms receipt by return Email; (iii) upon the actual delivery as evidenced by executed receipt of the recipient if delivered by a nationally recognized delivery service for overnight delivery, provided delivery is made during regular business hours or receipt is acknowledged by a person reasonably believed by the delivering party to be employed by the recipient; or (iv) or the date shown on the return receipt if delivered by the United States Postal Service, certified mail, return receipt requested, postage prepaid and with the return receipt returned to the sender marked as delivered, undeliverable or rejected. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the first date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party. All notices must be properly addressed and delivered to the parties at the addresses set forth in Exhibit A, or at such other addresses as either party may subsequently designate by written notice given in the manner provided in this Section.



18. **WAIVER**: The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by MVFF constitute a waiver of any breach of this Agreement which may then exist on the part of Contractor. Nor shall such payment impair or prejudice any remedy available to MVFF with respect to the breach or default. MVFF shall have the right to demand repayment of, and Contractor shall promptly refund, any funds disbursed to Contractor which MVFF determines were not expended in accordance with the terms of this Agreement.
19. **NON-LIABILITY OF MVFF DIRECTORS AND EMPLOYEES**: No directors, officers, employees, or volunteers of the INDEMNITEES shall be personally liable for any default, claim, loss or liability under this Agreement.
20. **AMENDMENT**: This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties, and the Agreement as amended shall be applicable to all Task Orders and other terms and conditions of services and obligations subsequent to the Effective Date of the original Agreement. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
21. **STANDARD OF PRACTICE**: Contractor warrants to perform all supervision and labor required for the completion of the Work using Contractor's best skill and attention, in a workman like manner. Contractor will correct all Work not complying with the standards required by this Agreement, in a timely manner without additional compensation.
22. **TITLE TO INFORMATION AND DOCUMENTS**: It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by Contractor shall become the property of MVFF. However, Contractor may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, Contractor shall promptly turn over all such documents, information and reports to MVFF without exception or reservation. This Section shall survive the expiration or earlier termination of this Agreement.
23. **JURISDICTION AND VENUE**: The parties agree to first try to settle disputes through mediation before resorting to litigation or some other dispute resolution procedure. The mediator shall be an attorney experienced in mediating construction disputes and shall be chosen by agreement of the parties, but if no agreement then appointed by the Presiding Judge of the Superior Court. Each party shall bear its own costs and expenses of the mediation, including attorneys' fees. The fees and costs of the mediator shall be borne equally by the parties. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Sonoma.
24. **ADVERTISING AND MEDIA RELEASE**: Any and all informational material related to the Program, the owners of the properties on which Contractor does work, and/or the services provided pursuant to the terms and conditions of this Agreement shall be subject to approval from MVFF prior to being displayed or used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Contractor shall inform MVFF of all requests for interviews by the media related to this Agreement before such interviews take place; and MVFF shall be entitled to have a representative present at such interviews.
25. **ATTORNEYS' FEES**: If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged



failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

26. **INTERPRETATION:** In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority. This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it. The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

27. **FORCE MAJEURE:** Neither party hereto shall be liable or responsible for delays negligence in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, or government mandated shutdowns, whether or not similar to the foregoing. Under no circumstance shall Contractor be entitled to any compensation for any delays caused by any INDEMITTEE or any other entity and the only relief Contractor is entitled is an extension to the contract completion date if such delay was caused by MVFF, was on the critical path, and Contractor gave MVFF written notice of the nature and extent of such delay within five (5) days of the start of such delay. 28. **ENTIRE AGREEMENT:** This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all previous agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

29. **COUNTERPART EXECUTION:** This Agreement, and any amendments hereto, may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

30. **AUTHORITY TO EXECUTE:** Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.



(Signature Page Follows)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first written above.

CONTRACTOR:

NAME

By: _____ Date: _____ (Signature)

MVFF:

MAYACAMAS VOLUNTEER FIRE DEPARTMENT, INC, a Nonprofit Corporation, dba
MAYACAMAS VOLUNTEER FIRE FOUNDATION

By: _____ Date: _____ (Signature)

Lee Novich, President Board of Directors
Mayacamas Volunteer Fire Foundation
PO Box 225 Glen Ellen,
CA 95442
info@mayacamasvff.org