REQUEST FOR PROPOSAL (RFP) by the Mayacamas Volunteer Fire Foundation (MVFF)
55 Acres of Sheep/Goat Grazing Services
October 16, 2026

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

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: This RFP covers 55 acres of sheep/goat grazing services to reduce hazardous fine fuels, invasive and undesirable vegetation, and ladder fuels. A combination of both species can chosen by the awardee that they feel will best achieve the project objectives. Grazing shall be conducted using sheep/goats at a stocking density, duration, and frequency sufficient to achieve effective vegetation reduction while minimizing soil disturbance, erosion, and damage to desirable native vegetation, trees, and other protected resources. The treatment objective is to reduce continuous and flashy fuels and create a discontinuous, lower-fuel condition consistent with the project's wildfire hazard reduction goals, resulting in a fuel model of TU/TU3 or GR2. The Contractor shall be responsible for providing sheep/goats, herding or containment, temporary fencing and/or other necessary control measures, water, supplemental feed if required, and daily management of the herd. Herd must show negative testing results for Johnies (yo-knees) disease. Protocols must be implemented for not introducing invasive seeds in the coats of the animals. Grazing shall continue until the specified treatment objectives are achieved, as determined by the Project Manager, with particular attention to areas of dense understory, grass, brush, and other targeted fuels identified in the project area.

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

Mandatory Bid Walk: Friday October 23 2026 at 10AM PDT at the Mayacamas Volunteer Fire Department: 3252 Trinity Rd, Glen Ellen, California. MVFF acceptance of bids for this project is contingent upon attending the full bid walk.

Final RFP Questions Due: All questions regarding the bid walk and this RFP must be submitted to info@mayacamasvff.org and peter@napafirewise.org by Friday October 30, 2026, 5 PM. Responses to questions will be circulated by Tuesday November 3 2026.

Proposal due: All proposals must be emailed to info@mayacamasvff.org and peter@napafirewise.org by Friday November 6, 2026 5 PM. Proposals received after this date/time will not be accepted. Proposals must include the Bid Form completed and include insurance documents that are required by the attached Agreement.

Proposal Form: Each proposal must use the attached Bid form, Exhibit D, and include insurance documents that are required by the attached Agreement, Exhibit E. All information must be complete or will be subject to rejection at MVFF's discretion.

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

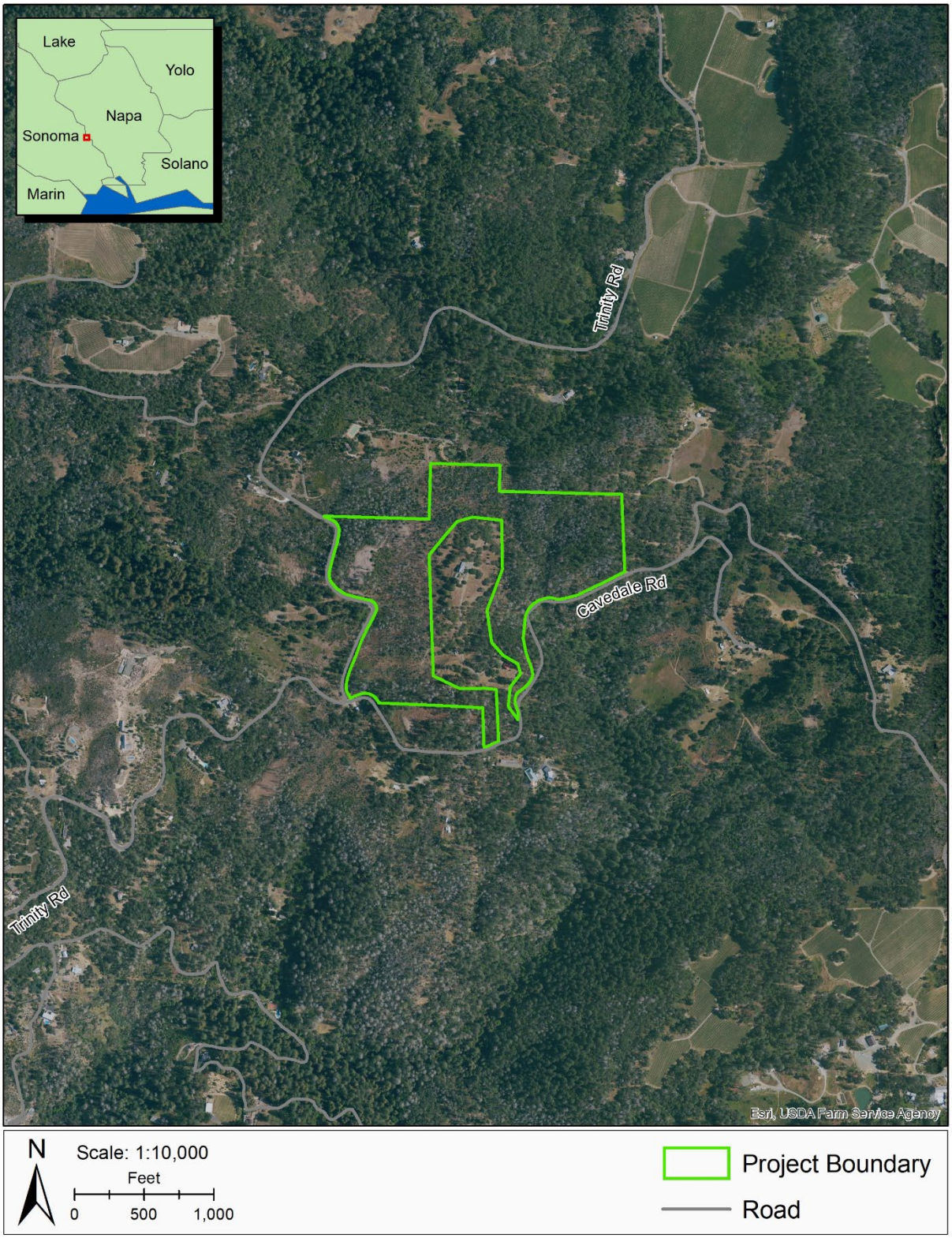
Award Date (Est): Friday November 13, 2026 (subject to change by MVFF)

Notice to Proceed: TBD

Work schedule: TBD

Project Lead (PL) & Primary Contact: Peter Lecourt – 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.

MVFF contracts fuel-treatment/ hazard-reduction Projects in Sonoma County. These are public safety projects. Our top priority is to ensure ingress and egress for public evacuation and first responder access is supported during a wildfire event. We follow applicable laws and regulations. Prescriptions are for as much hazard reduction as possible, yet we are sometimes limited in scope by environmental constraints such as preventing ground/soil disturbance, keeping shade over watercourses, or electrical hazards.

ROADSIDE FUEL REDUCTION AREAS AND DEFINITIONS:

Overview: MVFF's projects are primarily to provide safe egress during a wildfire event for the travelling public and first responders. Secondarily, they are designed to reduce the rate at which a fire caused by humans at the roadside will spread into the wild. All Projects must achieve the goal of enhancing public safety.

ROW vs ROE/ LOA (See also Appendix F on Measurement)

Roadside project treatments may consist of roadside fuel reduction within and beyond the County right-of-way (ROW) along both sides of the road. Most County roads have uniform ROW distances, however due to realignments or other reasons, the ROW can vary.

On private property, outside of County/State ROW, this area is defined as "Extended." Working in the extended area requires Land Owner Agreement (LOA) that MVFF obtains. MVFF shares the status of LOA with Vendor.

Within the County ROW, the normal prescription applies unless managed landscaping or other improvement is in the ROW.

MVFF measures distances in a horizontal plane, which may be more feet of land surface distance if the topography is steep. Certain pockets may require more work, while other areas are prohibitive to work such as UA and low powerlines. (See Appendix F.)

MVFF is responsible for attaining permissions and communicating approved/ not approved LOA parcels to Vendor within Project Area.

All work shall comply with the permit, typically a CEQA Suspension, Notice Of Exemption (NOE) or Vegetation Management Program (VMP)

For example:
ROW (typical) 30' from CL. (includes road, typically only about 10-15' of fuel Tx.)
ROW + 30' is 60' from CL
ROW + 60' is 90' from CL
ROW + 80' is 110' from CL (full permitted Tx)

The use of maps, measurements, observation of property markers, fences, etc are used to determine the boundary between ROW and private by contractor. If there are any questions to working on a certain area, contact the PL before proceeding.

MVFF is fully responsible for LOA management and communications. MVFF will only list lands with permits or LOA in the Notice to Proceed (NTP) and or Task Order (TO).

Note: We do not treat managed landscaping or areas/ marked vegetation forbidden by landowner.

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.

Powerline Safety: Contractor will use extreme caution working near powerlines. Nonqualified line clearance arborists will not allow tools, body parts within 10ft of a powerline or remove any part of a tree within 10ft of a powerline. No tree shall be felled that may strike powerline without controls in place. *(see Appendix E)*

Quality traffic control is needed on this Project if on roads travelled by the public. The traffic control plan must be included in the proposal and comply with County or State standards by region. If there are other Projects on the same road, coordinate with the other project supervisors to not double up delays to the public. This would be a violation of the encroachment permit.

Vendor Onsite Supervisors must perform job briefings, site assessments, and JHA daily. Documents will be verified by Field Monitor. There shall be always an English-speaking supervisor onsite during work and staff certified in First Aid.

Utility corridors may exist in the Project zone. When adjacent, tie into their clearings to increase buffer.

Exceptions: On private property, outside of County ROW, landowners may mark vegetation with pink flagging/ DO NOT CUT tape. Leave these trees alone. Within the County ROW, the normal prescription applies unless a significant investment by a landowner such as a fancy specimen tree is in the ROW. If there are any questions, contact the PL.

Soil Disturbance and Monument conservation: Our vegetation management Projects do not allow soil disturbance. This is critical to stay within permitting and reduce your liability. Survey monuments such as iron pipes, nails in trees and others are protected by state and federal laws. Extra caution must be taken if survey monuments are flagged or suspected in the area. Maps provided upon request. Monument Conservation "Mon Con" is part of the non-ground disturbance rules. Vendors assume all liability for damages to survey monuments.

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. Wildfire Prevention Plan (WPP)
B. Watercourse Lake Protection Zone (WLPZ) rules also Equipment Limitation Zone (ELZ)
C. General Prescription (Rx)
D. Measurement Techniques
E. Contracting process explained.
F. Birds and other wildlife avoidance.
G. Road capacities, per axle weight rating, liability of damages
H. Spills and spill kits. SDS and clean up immediately available.
I. Finish grades defined & contract enforcement
J. Noxious and invasive seeds transit avoidance
K. Substance Use
L. Flagging Convention
M. Winterization rules for erosion control.

Appendix A: Wildfire Prevention Plan (WPP)

No work permitted during Red Flag conditions nor during Fire Weather Watch without written, specific permission from Fire Department.

Contractors must have a WPP on all MVFF projects *during fire season* especially in high fire threat areas. Daily Job Hazard Analysis (JHA) meetings shall cover this WPP.

Work Procedures

- All fire suppression equipment must be in working condition, visible, and readily accessible.
- Smoking can only take place on clear surfaces (i.e., bare mineral soil, pavement, concrete) 10 ft from all combustible vegetation.
- Open ignition source devices (i.e., camp stove, barbecues) are prohibited.
- Vehicle and ATV use is restricted to dirt roads and trails where combustible vegetation can NOT contact undercarriage or any part of exhaust system including tailpipe.

Required Tools

- Cell phone or radio capable of contacting emergency services.
- Vehicles and people working in areas at risk of wildfire shall be furnished with, but not limited to; ○ One fully charged 2.5lb class ABC fire extinguisher per vehicle. ○ One 5gal, water-filled backpack with hand pump designed for fire suppression for every two people.
    - One Mcleod, shovel, or equivalent per person.
- All internal combustion engine equipment (i.e., chainsaw, trimmer) must have a properly maintained and approved spark arrestor (PRC-4442)

Exit Plan for People and Equipment

- Prior to starting the worksite and throughout the workday, the contractor handles setting up an exit plan that includes. ○ Evacuation routes, primary and backup ○ Shelter in Place locations if evacuation is not possible or safe.
    - Appointed "Safe Zones," for evacuation assembly area.

Wildfire Ignition Mitigation

- Contractors must take every precaution to avoid an ignition i.e. rock/metal strike, dragging chains, hot engine contacting dry grass, working spark arresters, etc.
- If an ignition occurs attempt to suppress the fire but do not delay reporting it through 911 and other means.

Appendix B: Watercourse Lake Protection Zone (WLPZ) rules also Equipment Limitation Zone (ELZ)

Blue and white striped flagging (orange also if enhanced visibility is needed) flagging mark the boundary of Class I and II WLPZ areas, solid blue flagging marks the center of Class III and IV watercourses. (drainages and culverts respectively)

1. During operations, no substance or material, including but not limited to soil, silt, bark, sawdust, wood material, ash or petroleum shall be allowed to discharge into waters of the state, in quantities deleterious to fish, wildlife, or the beneficial function of riparian zones, or the quantity and beneficial uses of water. Bio-oil or other organic food oils shall be used as bar oil in chain saws when operating in the WLPZ.
2. Culverts shall not be blocked by any material during operations. All wood and vegetation debris, including chips, shall be removed from around culverts and not placed in a location which can be displaced by heavy rains to block culvert. (See Class III and IV rules in chart.)
3. No refueling of equipment within the WLPZ.
4. Heavy Equipment is not allowed within 50' of watercourse unless on an existing road.
5. Within 15' of watercourse, only very limited work can occur.
    a. Follow BMPs from NOE while performing this vegetation work.

Current WLPZ and Equipment Limitation Zone (ELZ) distances from 2026 FPR:

Use Class III distances for Class IV watercourses except for on year-round road surfaces.

Note the new maximum distance of 100' avoidance.

Slope Class	Class I Width	Class II WLPZ Width	Class III ELZ Width
0-30%	100 feet	50 feet	30 feet
30-50%	100 feet	75 feet	50 feet
>50%	100 feet	100 feet	50 feet
• ***The WLPZ widths listed above apply to both sides of the watercourse.***			

Blue & White striped for Class I & II with optional orange flag for visibility if needed.

Blue for Class III and IV.

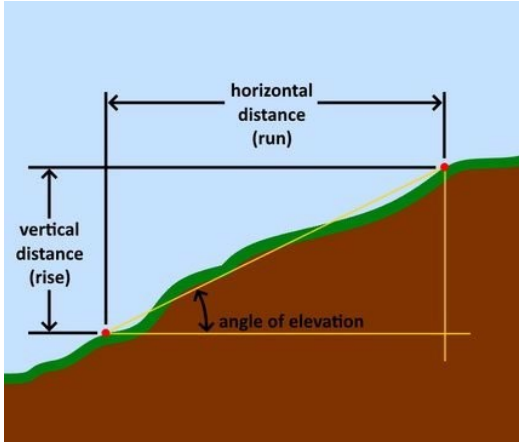
Appendix C: General Prescription for land resiliency-based vegetation treatments. (See also permits.)

MVFF overarching Project goal is to eliminate or significantly reduce hazardous fuels. Follow these guidelines unless you are provided with separate instructions in Permit.

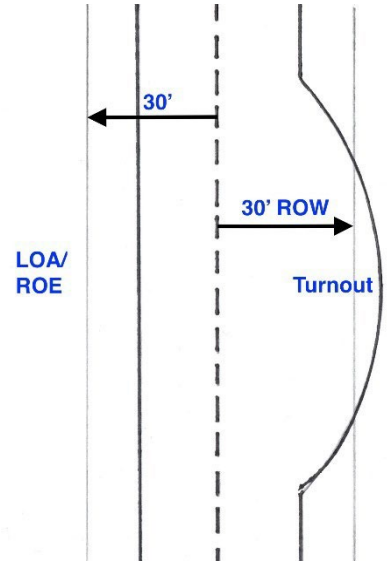
Right of Way (ROW): Government easement, MVFF has encroachment permit on file. Within the ROW, up to permanent fences or other limiting factors (such as private landscaping, fences, landslides, cliffs, etc.) whichever comes first, perform the fuel reduction work.

- No debris shall be left on paved roads, pull outs, or any drivable surface before allowing public access.
- If within reason, 20' of vegetation treatment off turnouts is desired. Ability to do this is site specific and often requires LOA.
- **The area within 10' of the drivable surfaces must be treated for the County mower-free of obstruction such as high-cut stumps and large debris.**
- No debris or other hazards such shall be left on paved roads, pull outs, or any drivable surface before allowing public access. If equipment is staged on a turnout, thoroughly mark with Hi-Viz cones to avoid collisions from the travelling public.

Appendix D: 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 treatment. A 100% slope, which is 45 degrees is ~140' of surface treatment.



The County Right of Way (ROW) is measured from the Centerline (CL) of road typically. Also typical is a 30' ROW for each side although some roads are 28', 20', or edge of asphalt. At times, the drivable surface such as a turnout departs the ROW and a LOA is required to treat fuels. It is desired to treat off the edges of all drivable surfaces, the MVFF Project Leads typically seek LOA for this.

Appendix E. Contracting process explained.

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

A. Environmental Review/ 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 operations and monitoring by MVFF PL.

C. Invoicing must not span multiple months and provide all required documentation.

Appendix F: Birds and other wildlife avoidance.

Sonoma County and neighboring areas are rich with wildlife; however, pressure from human activities and building cities in historically rich ecosystems has caused population decline of many species. Our work will not contribute to the decline. Our work protects habitat by creating containment lines for wildfire and allowing firefighters to respond sooner and more effectively.

Avoidance areas will vary based on time of year and the presence of birds and other protected wildlife. Refer to permit, and MVFF recommendations presented at pre con / kick off meeting BEFORE Project work begins for current details about environmental restrictions.

Some snags may be flagged by MVFF and left behind as habitat IF they pose no strike or fire hazard to road or structures. These will be marked with pink do-not-cut flagging.

During nesting season, MVFF may survey Project area within 2 weeks of Project start. Most importantly, throughout the Project activity timeline the Vendor must be observant and diligent looking for nests. If a nest is found, the area must be avoided. Report findings to PL and flag off area as needed. Outside of nesting season, MVFF still avoids trees with nest and does not treat trees with possible raptor or endangered species nests. If a Vendor has an LTO, RPF, or biologist on staff that will assist with avoidance of nests, this is important to note in Proposal.

Other habitats such as wood rat nests, LWD*, and decaying debris on forest floor and near watercourses shall be avoided.

*Large Woody Debris (LWD) is large diameter (>16”) woody material that has ground contact or is in a watercourse that wildlife uses for habitat. Do not disturb LWD. We do not add or remove LWD to watercourses.

APPENDIX G: Road capacities, per axle weight rating. Vendor's responsibility to repair roads and other drivable surfaces to as was condition if damage occurs.

Vendors and their operators are responsible for damage to asphalt, bridges, dirt roads, fire roads, signage, etc. This includes compression of substrates due to heavy equipment use. Outriggers, tracks, tires, etc. must be used responsibly. Extra care and avoidance must be taken when soil is wet, roads are sub-standard, etc. Vendor shall repair any damages to the pre-Project condition. Please use this chart as a *guideline* the state standards for maximum axle loads, some roads are not built to these standards and it is the Vendor's responsibility to evaluate roads before use.

For example: two-axle vehicles are limited to 24,000 pounds for steering axle and 31,000 pounds for drive axle for a maximum GVWR of only 55,000 pounds. If equipment exceeds this amount, there is significant liability for damages if they occur.

TITLE 21. Public Works
Division 2. Department of Transportation
Chapter 7. Transportation Permits
§1411.7. Fire Trucks.

(a) Any fire truck may exceed the maximum allowable weights of the Department's Transportation Permit Program, but shall not exceed the following axle weight limits:

Axle Configuration	Max. allowable weight
Single steering axle (front and rear)	24,000 pounds
Single drive axle	31,000 pounds
Tandem axles	48,000 pounds
Tandem rear drive steer axles	48,000 pounds
Tridem axles	54,000 pounds

(b) A fire truck designed to carry a minimum capacity of 1,200 gallons and exceed axle weights authorized in California Vehicle Code Section 35551 or Section 35551.5 shall be permanently marked on the manufacturer's GVW rating plate with the gallonage the fire truck is designed to carry.

Appendix H: Spills and spill kits. SDS and clean up immediately available.

In addition to WLPZ rules about no refueling in the WLPZ, no repairs may occur where a leak or spill will harm the environment. **Select maintenance areas carefully**. Hydraulics, bar oils, fuels, grease, coolants, etc. must all be serviced, refilled, checked outside of the WLPZ. *Important: The WLPZ includes drains and culverts that transport fluids at higher rates and speeds! These Class IV watercourses require extra attention to notice and avoid.*

Spill kits must be within 50' of any repair involving fluids. Spill kits must be sufficient to immediately stop the spread and absorb full quantity of fluids. Small spill kits do not suffice; they must be appropriately sized for equipment on site. .5-gallon, 5 gallon, 50 gallons, etc. depending on the equipment.

Damage and/or staining of concrete or asphalt surfaces will require clean up and repairs if deemed necessary by landowner or MVFF.

Spill kits should include SDS for all fluids used onsite and have all necessary clean up tools and chemicals in kit.

Avoid any activity that may stain or damage improvements such as asphalt.

Appendix I: Finish grades examples & contract enforcement.

The Vendor must define what the finished product will be in the Proposal. Furthermore, if Vendor does not produce proposed quality level, it will result in go-backs or reduced payments.

Appendix J: 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. Limiting the quantity of equipment.
2. Ensuring equipment is sanitized from potential invasive plant seeds prior to mobilization.
3. Cleaning work boots and clothing prior to entering and exiting the work site.
4. Staff should only work at one site per day.
5. Chip trucks should not be overloaded and must be tarped.
6. Minimize soil disturbance.

Typical Invasive Species: Eucalyptus Trees, Chamise, Himalayan Blackberry, Broom, Tree of Heaven, Oleander, starthistle, stinkwort.

Appendix K: 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.

Appendix L: Flagging convention

MVFF uses standard flagging such as these unless otherwise noted.

FLAGGING KEY

Blue and white striped flagging – Water Course and Lake Protection Zones (WLPZ) for Class I and II watercourses.

Blue flagging – Marks the centerline of a Class III watercourse. May also be utilized to mark the location of a waterbreak that needs to be constructed. The location of the waterbreak will be designated by placing a flag at the waterbreak inlet and an additional flag at the waterbreak outlet.

Yellow and white striped flagging – Equipment Exclusion Zone (EEZ).

Orange and white stripped flagging – Special Treatment Zone (STZ). Contact **ES** for instruction.

Orange glo – Identifies areas of retention for sensitive vegetation or sensitive wildlife resources.

Solid pink glo flagging accompanied by solid white flagging – Special instructions to the Contractor written on the white flagging in black permanent pen.

Appendix M: Winterization rules

To avoid negative impacts on habitat from silt, lack of shade, reduction in pools, and loss of soil productivity.

Our Projects have been designed and permitted with the environment in mind. Vendor must follow BMPs listed in permit/ NOE/VTP. Any soils that Project incidentally disturbs will need to be treated before it rains or conclusion of Project, whichever comes sooner.

Roads: Erosion mitigation such as water bars or rolling dips shall be installed where shown with flagging by permit and/or PL. Further, no water diversion methods may direct waterflow to unstable areas. Asphalt and rocked roads are exempt.

Landscape polygons: If large areas of soil are disturbed enough to warrant straw or other method to disperse energy from rainfall, the Vendor is responsible for supplying and installing the straw or other erosion control methods. Document the work.

Vendor shall choose the right equipment for the job, operate the equipment with the environment in mind, and be prepared to mitigate any damage as part of the job. Most erosion control is common sense and based in basic physics of gravity.

For more information, see California Forest Practice Rules APPENDIX, TECHNICAL RULE ADDENDUM NO. 2 CUMULATIVE IMPACT ASSESSMENT GUIDELINES. See also Article 4 Harvesting Practices and Erosion Control. See also Erosion Control and Site Stabilization | Napa County, CA

EXHIBIT C

Gavin Newsom
Governor

Wade Crowfoot
Secretary for Natural Resources

Yana Garcia
Secretary for Environmental Protection

Date: June 2, 2026
Project No.: fcd40915-2b4e-4898-8c2a-25ddc529fd68 – Mayacamas Cavedale Trinity Triangle Fuel Reduction Project

SECRETARIAL SUSPENSION AUTHORIZATION

BACKGROUND

On March 1, 2025, Governor Newsom proclaimed a state of emergency to exist in the State of California due to the catastrophic wildfire risks created by forest conditions across the state. It was extended by Executive Order N-38-25, signed on December 31, 2025. The Proclamation suspends state statutes, rules, regulations, and requirements that fall within the jurisdictions of the boards, departments, and offices within the California Environmental Protection Agency (CalEPA) and the California Natural Resources Agency (CNRA) to the extent necessary for expediting certain critical fuels reduction projects. It requires individuals or entities who desire to conduct such activities under the suspension to request that the appropriate agency secretary, or the secretary's designee, make a determination that the proposed activities are eligible to be conducted under this suspension. (That determination is referred to herein as the "secretarial suspension authorization" or "suspension authorization.") The Secretary for CalEPA and the Secretary for CNRA must use sound discretion to ensure that the secretarial suspension authorization serves the purpose of accelerating critical fuels reduction projects, while at the same time protecting public health and the environment.

The Proclamation further provides that critical fuels reduction projects are eligible for a suspension authorization only if they are initiated and if they include as a primary objective at least one of the following activities ("permissible primary objective"): removal of hazardous, dead, and/or dying trees;

removal of vegetation for the creation of strategic fuel breaks as identified by approved fire prevention plans, including without limitation CAL FIRE Unit Fire Plans or Community Wildfire Preparedness Plans; removal of vegetation for community defensible space; removal of vegetation along roadways, highways, and freeways for the creation of safer ingress and egress routes for the public and responders and to reduce roadside ignitions; removal of vegetation using cultural traditional ecological knowledge for cultural burning and/or prescribed fire treatments for fuels reduction; or maintenance of previously-established fuel breaks or fuels modification projects.

The Proclamation further requires that any activities performed under the suspension be in accordance with the State Environmental Protection Plan describing how such actions will balance expeditious fuels reduction and environmental protection. The Statewide Fuels Reduction Environmental Protection Plan was developed by CalEPA, CNRA, the California Air Resources Board, the California Coastal Commission, the California Department of Fish and Wildlife, the State Water Resources Control Board (State Water Board) and Regional Water Quality Control Boards (each a Regional Water Board), the Department of Forestry and Fire Protection, and the California Geological Survey, to apply to fuels reduction projects granted a secretarial suspension authorization. The EPP is appropriate for application to certain fuels reduction activities. It specifies methods intended to allow the fuels reduction activities to continue without delay while still preserving the intent of the suspended laws and protecting the environment.

Allison Ash (Applicant) has submitted a request for a suspension authorization (Application) on April 6, 2026. Applicant has included a description of the work, a description of treatment activities, a long term maintenance/retreatment plan and included a project map. The activities described in the Application are hereinafter referred to as the Project. The information contained in the Applicant's Application is hereby incorporated by reference.

CONDITIONS OF SUSPENSION AUTHORIZATION

The suspension of laws set forth below is conditioned on the following:

1. **Applicability:** This suspension authorization applies only to the Project. It does not apply to any activities not set forth in the Application. This suspension authorization does not alter any requirements imposed by any law not specifically identified herein, including local and federal laws, and any material modification of or departure from the Project described in your Application may independently trigger obligations under the state laws identified in this authorization.
2. **EPP:**
   - The Project must be conducted in conformance with the EPP. This suspension authorization is only valid to the extent the Applicant and individuals conducting Project Activities comply with the EPP. Failure to comply with the EPP, and with any applicable federal and non-suspended state and local environmental laws and regulations, may result in an enforcement action by CalEPA departments and/or CNRA departments.
   - Staff of the State Water Board, appropriate Regional Water Board, California Air Resources Board, California Coastal Commission, the California Department of Fish and Wildlife, the Department of Forestry and Fire Protection, and the

California Geological Survey will have the opportunity to inspect operations and verify proper implementation of best management practices and other measures set forth in the EPP. Inspections may occur throughout the life of the project and within eight months of filing a Notice of Completion to the State. Staff will ensure they provide reasonable notice to the applicant for all site visits. Applicant must work with staff to ensure access is granted.

- The EPP may be amended at any time during planning or implementation of project activities. The Project must be conducted in conformance with the thenapplicable EPP. If such amendment occurs, CNRA and CalEPA will notify all applicants of such changes.

3. **Qualified Responsible Party**:
   - All Project work must be conducted by or under the direction of a qualified responsible party, such as a Registered Professional Forester, Certified Rangeland Manager, qualified vegetation management contractor, qualified incident commander, certified arborist, certified burn boss and/or authorized cultural burner.
   - If no qualified responsible party was listed in the Application, or the Applicant substitutes a different or adds additional qualified party/parties, Applicant must submit a Notice of Qualified Responsible Party prior to commencement of on-the- ground work.
4. **Landowner Consent**: Applicant must have a legal entitlement to enter the property or consent of landowner of record.
5. **Commencement and termination of on-the-ground project activities:**
   - On the ground fuel project activities must commence no later than October 15, 2026.
   - Applicant must submit a Notice of Commencement to CalEPA, CNRA, and the applicable CAL FIRE unit prior to commencing on-the-ground project activities and specifying the date on which on-the-ground project activities will actually commence. Ideally, this will be the same date set forth in the Application. The Notice of Commencement must set forth the target completion date.
   - Operations should conclude no later than 2 years after commencement of onthe-ground project activities.
   - In the event operations will not conclude before the target completion date identified in the Notice of Commencement, Applicant must submit of a Notice of Amended Completion Date prior to the previously identified target completion date.
   - Applicant must submit a Notice of Completion promptly after on-the-ground work has been completed. The Notice of Termination will specify the date on which onthe-ground project activities concluded and identify the total acres treated.

SUSPENSION AUTHORIZATION BY CALEPA

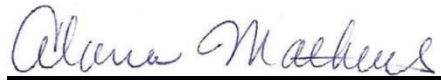
I, Alana Mathews, Deputy Secretary for Law Enforcement and General Counsel, have been delegated

authority by Secretary for Environmental Protection Yana Garcia, to issue suspension authorizations where appropriate. I find that Applicant's Project is eligible for a suspension authorization because it was submitted by May 1, 2026, and has the permissible primary objective(s) of removal of hazardous, dead, and/or dying trees; removal of vegetation for the creation of strategic fuel breaks as identified by approved fire prevention plans, including without limitation CAL FIRE Unit Fire Plans or Community Wildfire Preparedness Plans; removal of vegetation for community defensible space; removal of vegetation along roadways, highways, and freeways for the creation of safer ingress and egress routes for the public and responders and to reduce roadside ignitions; removal of vegetation using cultural traditional ecological knowledge for cultural burning and/or prescribed fire treatments for fuels reduction; maintenance of previously-established fuel breaks or fuels modification projects. I further find that issuance of a suspension authorization in this case would serve the purpose of expediting critical fuels reduction activities and that Applicant's compliance with the EPP in conducting the Project will protect public health and the environment.

Based on the foregoing, I find that the Project is eligible to be conducted under the suspension authorized by the Proclamation. This suspension authorization, however, is conditioned on compliance with the conditions listed above. In the exercise of my discretion under the Proclamation, I hereby authorize the Project to proceed pursuant to the suspension of the following laws within the jurisdiction of the State Water Resources Control Board or appropriate Regional Water Board and the following laws within the jurisdiction of the California Air Resources Board:

- California Water Code, § 13160, and all regulations pursuant to that section; requires an applicant for a federal license or permit to conduct any activity which may result in any discharge to navigable waters to file an application for a water quality certification from the appropriate Regional Water Board or the State Water Board.
- California Water Code, § 13260, and regulations pursuant to that section; requires that any person discharging waste, or proposing to discharge waste, within any region that could affect the quality of waters of the state shall file with the appropriate Regional Water Board a report of the discharge.
- Cal. Code Regs., tit. 17, §§ 80100-80330; establishing smoke management guidelines for agricultural and prescribed burning.

Suspension Approved by:



6/4/2026

Alana Mathews, Deputy Secretary for Law Enforcement and General Counsel
California Environmental Protection Agency **Date**

SUSPENSION AUTHORIZATION BY CNRA

I find that Applicant's Project is eligible for a suspension authorization because it was submitted by May 1, 2026, and has the permissible primary objective(s) of removal of hazardous, dead, and/or dying trees; removal of vegetation for the creation of strategic fuel breaks as identified by approved fire prevention plans, including without limitation CAL FIRE Unit Fire Plans or Community Wildfire Preparedness Plans; removal of vegetation for community defensible space; removal of vegetation along roadways, highways, and freeways for the creation of safer ingress and egress routes for the public and responders and to reduce roadside ignitions; removal of vegetation using cultural traditional ecological knowledge

for cultural burning and/or prescribed fire treatments for fuels reduction; maintenance of previously-established fuel breaks or fuels modification projects. I further find that issuance of a suspension authorization in this case would serve the purpose of expediting critical fuels reduction activities and that Applicant's compliance with the EPP in conducting the Project will protect public health and the environment.

Based on the foregoing, I find that the Project is eligible to be conducted under the suspension authorized by the Proclamation. This suspension authorization, however, is conditioned on compliance with the conditions listed above. In the exercise of my discretion under the Proclamation, I hereby authorize the Project to proceed pursuant to the suspension of the following laws within the jurisdiction of the following agencies:

- California Fish and Game Code (FGC) § 86 where "Take" shall be avoided. Take is defined as to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill.
- FGC § 1600 et seq.; Lake or Streambed Alteration Agreement, notification of significant alteration to stream channel, bank, or bed.
- FGC § 1900 et seq.; Native Plant Protection Act.
- FGC § 1927 et seq.; Western Joshua Tree Conservation Act.
- FGC § 2000; Taking is unlawful except as provided.
- FGC § 3503 and § 3503.5; Protection for bird nests and eggs and birds of prey.
- FGC § 3511; California Fully Protected Birds.
- FGC § 3513; California Migratory Bird Protection Act.
- FGC § 4700; California Fully Protected Mammals.
- FGC § 5050; California Fully Protected Reptiles and Amphibians.
- FGC § 5515; California Fully Protected Fish.
- FGC §§ 5650 and 5652; Deposition of deleterious material into waters of the state.
- FGC § 5901; Fish passage.
- FGC § 5937; Sufficient water for fish.
- FGC § 5948; Obstruction of streams.
- FGC §§ 2050-2115.5: California Endangered Species Act; prohibition of the take of any species of wildlife designated as endangered, threatened, or candidates for listing.
- Public Resources Code §§ 30000-30900: California Coastal Act
- Public Resources Code §§ 21000-21189.91: California Environmental Quality Act
- All regulations implementing the code sections identified above.

Suspension Approved by:

Wade Crowfoot, Secretary June 10, 2026

California Natural Resources Agency

EXHIBIT D

Mayacamas Volunteer Fire Foundation Bid Form

Bids due: All Bid Forms must be emailed to info@MayacamasVFF.org and peter@napafirewise.org by Friday November 6, 2026 at 5:00 PM. Bid 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):_____

_____

_____

Anticipated Project Timeline: _____

Bid Amount:

- **TOTAL COST WINTER GRAZING: $_____.**
- **TOTAL COST SPRING GRAZING: $_____.**

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 finish grade deliverables about how the finished area will look. For example: Parklike, no fuel over 3" diameter, all shrubs removed, X' spacing between shrubs, sightlines totally clean, etc. You may supplement this information on additional sheets.

e. Vendor must list all Vegetation they decline to service based on size, safety, hazards, difficulty, etc. in the Bid Form. Description of vegetation and location must be included with quantity of vegetation declined.

f. ***Fill out the Bid Form completely to be considered. Bids must include all information requested in the Bid Form.***

EXHIBIT E

AGREEMENT FOR GRAZING SERVICES

This Contractor Agreement ("**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 Contactor 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. Contractor will comply with Prevailing Wage when required.

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 Work required by this Agreement, actions 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.

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 using 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 INDEMITEE 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)

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