**Shasta County Fire Safe Council**

**Master Services Agreement**

**California Wildfire Home Hardening Program – Home Hardening Initiative**

This Master Services Agreement (the “**MSA**”) is effective [INSERT DATE] (“Effective Date”), by and between the Shasta County Fire Safe Council (“**SCFSC**”), a private non-profit organized under the laws of California with principal offices in Redding, California, and [INSERT MITIGATION CONTRACTOR COMPANY NAME] (“**Contractor**”), a for-profit corporation organized under the laws of California with principal offices in [INSERT CONTRACTOR ADDRESS], California. SCFSC and Contractor are referred to in this MSA individually as a “**Party**” or collectively as the “**Parties**.” The Parties agree as follows:

RECITALS

**WHEREAS**, SCFSC received wildfire mitigation subgrants from the Federal Emergency Management Agency (“**FEMA**”), and the California Governor’s Office of Emergency Services (“**CalOES**”) to fund home hardening and defensible space actions in Shasta County as part of the California Wildfire Mitigation Program – Home Hardening Initiative (the “**Home Hardening Initiative**”). The Home Hardening Initiative seeks to fund home hardening activities at up to 500 homes in Shasta County before January 10, 2026.

**WHEREAS**, SCFSC is not in the business of performing home hardening activities, and will not itself perform any home hardening under the Home Hardening Initiative, but will fund the home hardening work using a subgrant provided by FEMA and CalOES, and ensure compliance with the conditions of its subgrant.

**WHEREAS**, Contractor, whose Contractors State License Board number is [INSERT CSLB NUMBER], is in the business of performing residential construction and debris removal of the sort required to complete the Scope of Work of this MSA and is willing to provide such services for private homeowners on private residences that qualify to participate in the Home Hardening Initiative (“Homeowner”).

**WHEREAS,** this MSA contemplates that Contractor and SCFSC will be entering into future agreements with Homeowners, titled California Wildfire Mitigation Program Home Hardening Program Agreement for Wildfire Mitigation Services (the “**Service Agreements**”). The Service Agreements shall serve as task orders under this MSA.

**NOW, THEREFORE**, in consideration of the mutual understandings herein contained, the Parties, intending to be legally bound, agree as follows:

AGREEMENT

1. TERM

This MSA is effective as of the Effective Date and, subject to continuing Warranties, expires on January 10, 2026.

1. SCOPE OF WORK

Contractor will perform home hardening actions that retrofit privately owned residential properties (i.e., each “**Home**”) approved by SCFSC, CalOES, and FEMA, in Shasta County with fire-resistant materials and may include the creation of defensible space around the home. Homes selected for the program will be privately-owned residential (site-built, modular, and mobile), and will not include apartment complexes or commercial buildings.

Upon accepting a Home into the Home Hardening Initiative, SCFSC will publish a Request for Quotes, which will contain information about the Home and a Home-specific Scope of Work. At a minimum, the Request for Quotes will contain the property address, year built, details regarding the home hardening actions needed, and available photographs. At its discretion, SCFSC may include multiple homes in a single Request for Quotes. Contractor’s response to any SCFSC Request for Quotes must be Home-specific, itemized, and include all labor, materials, tools, equipment, permits, licenses, and services to complete the Scope of Work for the particular Home, consistent with the requirements of this MSA and the information provided in the Request for Quotes.

All home hardening actions will fall within one or more of the following nine service categories:

1. Roof Replacement
2. Windows/Doors
3. Vent Replacement
4. Garage Door Replacement
5. Gutter Replacement
6. Walls/Siding
7. Attachments to Residence
8. Mobile Homes
9. Defensible Space

Detailed descriptions of each service category are contained in the Requirements for Service and Best Management Practices (the “**Minimum Quality Standards**”) which are established by CalOES. Contractor acknowledges that it has received a copy of the latest version of the Minimum Quality Standards, that CalOES may revise the Minimum Quality Standards, and that the version of the Minimum Quality Standards applicable to the Scope of Work for each Home will be contained in or linked to the applicable Request for Quotes. The applicable Minimum Quality Standards are incorporated by reference into this Scope of Work.

Any changes to or deviations from Minimum Quality Standards will be identified in the Request for Quotes or addressed in the Scope of Work of any home-specific Services Agreement entered into between SCFSC, Contractor, and the Homeowner. Should any requirement in the Minimum Quality Standards conflict with, or be less than any applicable building code, ordinance, industry standard or manufacturer specification, Contractor will perform the Scope of Work to the highest applicable standard or specification.

Unless expressly stated otherwise in the Request for Quotes, the property will remain homeowner occupied during performance of the Scope of Work.

All measurements and quantities in the Scope of Work within the Request for Quotes will be approximate. Before submitting a quote, Contractor must verify exact measurements, sizes and quantities, and job conditions. To facilitate this, SCFSC will host a pre-quote property walk to allow contractors to visit the project location and verify the proposed scope and quantities. Contractor must notify SCFSC of any work that was not identified in the Request for Quotes that is necessary to achieve quality finished products that meet applicable codes and standards before submitting its quote. Contractor acknowledges that if SCFSC becomes aware of work that should have been included in the Request for Quotes, but was not, or of any errors in the Request for Quotes, that SCFSC may amend the Request for Quotes and seek revised bids.

Following review of quotes, SCFSC will select a contractor to perform the Scope of Work for each home. The Contractor must then enter into Service Agreement with the Homeowner and SCFSC. A template Service Agreement is attached to this MSA in **Attachment A – Template Agreement for Wildfire Mitigation Services**. The Service Agreement(s) serve as task orders under this MSA, and the terms of this MSA apply to all work performed under any Service Agreement between Contractor, SCFSC, and a Homeowner. Among other things, the Service Agreements will establish the Scope of Work, the firm fixed price Agreement Amount, the timeframe for work completion, and information regarding SCFSC’s process for issuing a Notice to Proceed for each Home. **Contractor may not begin work on a Home before receiving a Notice to Proceed for that Home.**

Home hardening does not make a home impervious to fire. Home hardening addresses the most vulnerable components of a home with building materials and installation techniques that increase resistance to heat, flames, and embers that accompany most wildfires.

Contractor agrees to furnish all labor, materials, tools, equipment, permits, licenses, inspections, and services required to complete the Scope of Work. The Contractor will perform the Scope of Work as clarified in in each Service Agreement, in a workmanlike manner, and in accordance with the California Building Code Chapter 7A; California Residential Code; Shasta County Local Building Code and Ordinances; California Public Resource Code 4291; Shasta County Code, Chapter 8.10 Defensible Space for Fire Protection; Shasta County Development Standards, Chapter 6 Fire Safety Standards; industry standards; manufacturer specifications, and the applicable Minimum Quality Standards.

Contractor acknowledges that SCFSC may retain the services of other persons or entities undertaking the same or similar functions as those undertaken by Contractor. SCFSC will publish a Request for Quotes for each home selected for participation in the program.

Nothing in this MSA, a Service Agreement, or a Request for Quotes should be construed as a waiver of any applicable codes enforced by a permitting agency with jurisdiction over the residential property at issue or the work to be performed. If selected, Contractor must provide all required licenses, and obtain all required permits and pass all required inspections by any government body.

1. PRICE

**This MSA contains no minimum guarantee.** Payment for all work shall be on a firm fixed price basis established per Home. The compensation for each Home for which Contractor is selected and performs work shall equal the “Agreement Amount” contained in a Home-specific Services Agreement (a template of which is attached hereto in **Attachment A**) between Contractor, SCFSC, and each Homeowner.

The total compensation to be paid to Contractor for work performed under this MSA, including all Service Agreements entered into as task orders under this MSA, shall not exceed the total Ceiling Price of [$ INSERT MAXIMUM CEILING FOR ALL WORK THAT COULD POSSIBLY BE PERFORMED BY THIS CONTRACTOR. NOT LIMITED TO ANY PARTICULAR HOME.]

The Agreement Amount in any Service Agreement will be established by SCFSC using a Quote submitted by Contractor in response to a Request for Quotes issued by SCFSC. Any under estimation or failure on the part of the Contractor or any of its subcontractors to properly estimate the time, labor, and/or materials to perform the scope of work published in a Request for Quotes is the responsibility of the Contractor. Contractor exceeds the respective Ceiling Price and any Agreement Amount at its own risk.

1. BID GUARANTEE

As this MSA is funded in whole or in part by a federal grant, it is subject to the requirements of 2 C.F.R. Part 200, including the bonding requirements at 2 C.F.R. 200.326. Those requirements include a bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a quote as assurance that the bidder will, upon acceptance of the quote, execute such contractual documents as may be required within the time specified. Contractor acknowledges and agrees to comply with this requirement with its response to any Request for Quotes.

1. NO REQUIREMENT TO BID

Contractor is not required to respond to any Request for Quotes or participate in any pre-quote property walk.

1. WORK PERIOD

Work under any Service Agreement will not begin until the SCFSC has confirmed funding is available for the work and issued a Notice to Proceed.

All work will proceed in a timely manner without delays. Contractor will begin work within seven days after SCFSC issues a Notice to Proceed. Substantial Completion shall be achieved within thirty to seventy calendar days, dependent upon the extent of the scope of work for the home. The specific Substantial Completion period for each home will be established in the applicable Service Agreement. The Service Agreement will also allow up to fifteen calendar days for final completion (up to five days for SCFSC/Homeowner inspection plus ten days to complete punch list items identified in a Deficiency Checklist).

With the exception of Warranty work, all work under this MSA must be completed and accepted by SCFSC by January 10, 2026.

1. INVOICES AND PAYMENTS

Contractor shall claim payment only for the specified scope and amount identified in a fully executed Service Agreement for which a Notice to Proceed has been issued. Contractor will not be compensated for work done outside the Scope of Work of the fully executed Service Agreement, or for work performed before a Notice to Proceed has been issued.

Prior to receiving final payment, Contractor will photograph all completed work and provide digital copies to SCFSC. Contractor will not photograph any homeowner or child.

Contractor will send SCFSC a Notice of Substantial Completion together with photographic documentation of the work performed, copies of applicable permits and inspection approvals for work performed, receipts from refuse centers, any required conditional final lien releases, consistent with Cal Civ Code §8136 from all applicable subcontractors and suppliers, and an invoice.

Each invoice submitted by Contractor must specify:

* + - Date(s) when work was performed;
		- Names and if applicable, license numbers of the individuals who performed the work;
		- Address or Assessor parcel I.D. of the property/parcel where work was performed;
		- A brief description of work performed (including supplies and equipment delivered);
		- Identify any subcontractors who were involved in the performance of work; and
		- The total amount of the invoice.

**Invoices must be submitted to shasta.fsc@shastafiresafe.org**

Upon receipt of the notice of Substantial Completion, SCFSC will verify that Contractor completed the Scope of Work to the satisfaction of the SCFSC and the homeowner. Consistent with the Defects or Deficiencies section below, SCFSC will provide the Contractor with a Deficiency Checklist of any items identified during the physical inspection which need to be addressed before final acceptance of the work. The Contractor shall have ten days to resolve the items on the Deficiency Checklist and send photo documentation of the completed work, any applicable inspection documentation, and an updated invoice marked “FINAL,” to **shasta.fsc@shastafiresafe.org****.**

SCFSC will pay Contractors within thirty days of receipt of Contractor’s accurate and complete FINAL invoice (which shall never exceed the Agreement Amount in the applicable Service Agreement, subtracting any offsets that SCFSC believes, in its sole discretion, are necessary to fully protect SCFSC from loss or damages, including, without limitation, damages that SCFSC determines were caused by Contractor under other contracts involving SCFSC, or any civil assessments made by the Labor Commissioner.

1. DEFECTS OR DEFICIENCIES

SCFSC and Homeowner will inspect the work within five days of receiving Contractor’s Notice of Substantial Completion of the Scope of Work. Any defects or deficiencies in materials or workmanship that are deemed by SCFSC as needing immediate correction will be documented in a Deficiency Checklist and addressed by the Contractor within ten days of receiving the Deficiency Checklist from SCFSC. If no defects or deficiencies are identified, SCFSC and Homeowner will accept the work by documenting “no defects or deficiencies” on the Deficiency Checklist, or “defects or deficiencies corrected” on the Deficiency Checklist, together with the date of acceptance.

1. DAMAGE

All injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor including its subcontractors or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor by restoring the property to an acceptable condition as directed by SCFSC. Contractor has reviewed the Scope of Work and project site and intends to access the work without damaging nearby landscaping or any property of Homeowner. **No additional compensation shall be made to Contractor for site restoration.** Homeowner’s remedy shall be limited to specific performance by Contractor to repair the damage. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by SCFSC and Homeowner.

Wildfire damage to the Home or wildfire damages to individuals or animals at the Home is not the responsibility of SCFSC or Contractor, whether the wildfire occurs before or during Contractor’s performance of the Scope of Work, or after the work is completed and accepted.

1. TERMINATION FOR CONVENIENCE

SCFSC or Contractor may terminate this MSA with written notice to the other Party. Should notice be given, this MSA will remain in effect for the duration of any executed Service Agreements. Termination of this MSA will not affect warranty periods, indemnification requirements, document retention requirements or any other obligations which survive this MSA’s termination.

In addition, SCFSC may order Contractor to stop work or to suspend any work at any time, with or without reason, on any number of Service Agreements. This MSA may be terminated at any time by mutual written consent of the Parties. SCFSC may unilaterally terminate its obligations under this MSA at its discretion, with or without a request by a Homeowner, at any time by written notice to Contractor and, as applicable, any Homeowners with whom the Parties have Service Agreements with incomplete scopes of work at the time of termination.

Upon receiving notice of termination, Contractor will, unless the notice directs otherwise, prepare to discontinue all work under this MSA effective the termination date. Such preparatory actions include placing no further subcontracts or orders, terminating all subcontracts to the extent they relate to the work terminated, and unless notified to the contrary by SCFSC, cancelling existing orders to the extent they relate to the work terminated. Within thirty days of the termination date, Contractor shall submit a final invoice to SCFSC marked “FINAL” together with the supporting documentation required in the “Invoices & Payments” section above, showing in detail the work performed under this MSA up to the termination date, together with supporting documentation. SCFSC and Homeowners will verify the work performed against the invoice, after which SCFSC will make payment within thirty days of receipt of a correct invoice, and all required conditional lien releases.

In the event of termination, Contractor will release all work produced under this MSA to the respective Homeowner.

1. TERMINATION FOR CAUSE

Contractor agrees that SCFSC reserves the right to immediately cancel, either in whole or in part, any portion of this MSA, and Service Agreement entered into as a task order under it, due to Contractor’s failure to carry out any obligation, term, or condition of this MSA. If terminating for cause, SCFSC will issue a written notice of default effective immediately and not deferred by any interval of time. The Parties acknowledge that a default shall be any act or failure to act on the part of Contractor including, but not limited to, any of the following:

1. Contractor fails to adequately perform the services set forth in the Scope of Work.
2. Contractor provides material that does not meet the specifications of this MSA as described in the Scope of Work.
3. Contractor fails to complete the work required within the time stipulated in this MSA; Contractor fails to make progress in the performance of its agreements with SCFSC and/or gives the SCFSC reason to believe that Contractor will not or cannot perform to the requirements of this MSA.
4. Contractor submits false invoices or data.
5. In SCFSC’s sole discretion, termination is necessary to protect the health and safety of individuals.
6. Contractor breaches any other provision of this MSA, whether or not in this Termination for Cause section.
7. Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or has a receiver or similar officer appointed for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations.

Upon receiving notice of its termination, Contractor will prepare to discontinue all work under this MSA effective on the termination date. Such preparatory actions include placing no further subcontracts or orders, terminating all subcontracts to the extent they relate to the work terminated, and unless notified to the contrary by SCFSC, cancelling existing orders to the extent they relate to the work terminated. Within thirty days of the termination date, Contractor shall submit a final invoice to SCFSC marked “FINAL” together with the supporting documentation required in the “Invoices & Payments” section above, showing in detail the work performed under this MSA and all related Service Agreements up to the termination date. SCFSC will have no obligation to make payment until SCFSC and Homeowners have verified the work performed against the invoice and SCFSC has fully calculated the damages caused by Contractor’s default.

In the event of termination, Contractor will release all work produced under this MSA to the respective Homeowner.

1. REMEDIES
2. If this MSA is terminated for convenience, SCFSC will compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. TERMINATION OF THIS MSA AND RECEIPT OF PAYMENT FOR SERVICES RENDERED, ARE CONTRACTOR’S ONLY REMEDIES FOR A TERMINATION FOR CONVENIENCE. A TERMINATION FOR CONVENIENCE DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS MSA. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM A TERMINATION FOR CONVENIENCE.
3. If this MSA is terminated for cause, the relevant Homeowner may take possession of all materials, tools, and appliances, thereon and finish the work by whatever method Homeowner and SCFSC, acting jointly, may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date, subject to any setoffs due SCFSC for reimbursement of damages incurred, including the cost to complete. If the expense incurred by SCFSC to finish the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to SCFSC within thirty days of a demand from SCFSC. If SCFSC makes a determination pursuant to this MSA to hold the Contractor in default and terminate the MSA for cause and it is subsequently determined by SCFSC itself or through the dispute resolution process that SCFSC’s default determination was improper, then any such termination shall be deemed for all purposes as a termination for convenience. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this MSA in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.
4. If this MSA is terminated for cause or convenience, the Parties will use Contractor’s itemized Quote to determine the amounts owed for work successfully performed.
5. If any work performed by Contractor fails to meet the requirements of this MSA including any Service Agreements entered into as task orders to this MSA, or otherwise fails to comply with any other applicable standards, codes or laws, SCFSC may in its sole discretion:
6. Elect to have the Contractor re-perform or cause to be re-performed at Contractor’s sole expense, any of the work which failed to meet the requirements of this MSA;
7. Hire another contractor to perform the work and deduct any additional costs incurred by SCFSC as a result of substituting contractors from any amounts due to Contractor; or
8. Pursue and obtain any and all other available legal or equitable remedies.
9. INDEPENDENT CONTRACTOR

It is understood that Contractor is acting in the capacity of an “Independent Contractor” with respect to SCFSC in the performance of this MSA and not as an agent, employee, partner, joint venture, or associate of SCFSC. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor in the full performance of this MSA. Similarly, SCFSC is not an agent, employee, partner, joint venture, or associate of Contractor or Homeowner. The Parties have no authority to contract for one another. The Parties have no authority to bind or to commit each other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of one another.

1. SUBCONTRACTS

To the extent that this MSA references “Contractor,” the term shall be interpreted to include Contractor’s subcontractors. Contractor shall take the appropriate steps to ensure that all subcontractors are bound by all the terms and conditions of this MSA insofar as it applies to their work, and subcontracts that reference this MSA (including any Service Agreements) will be deemed to require that the subcontractor is bound to Contractor to the same extent as Contractor is bound to SCFSC, as it relates to subcontractor’s work. This shall not relieve Contractor from the responsibility to SCFSC for completion of the Scope of Work, and Contractor shall not be released from responsibility by any sub-contractual agreement Contractor makes with others. No subcontractors shall be third party beneficiaries of this MSA or any Service Agreement.

Contractor shall furnish in writing to SCFSC a list of any subcontractors proposed to complete the Scope of Work of any Service Agreement within seven days of the Notice to Proceed.

If the work requires licensure, Contractor will ensure that all subcontractors are licensed to perform the work they are hired to perform.

1. LICENSES AND SAFETY

Contractor must comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction over the safety of persons or property, or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor and any subcontractors must possess and maintain current licenses required by the State of California and Shasta County in the trades for which perform work. Contractor agrees to immediately notify SCFSC of any suspension, revocation, or other detrimental action against their license(s) during the Term of this MSA.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by Homeowner.

Contractor acknowledges and agrees that:

1. Contractor must hold a current license as a General “B” (Residential Builder), “B-2” (Residential Remodeler), HIC (Home Improvement Contractor), C-47-(General Manufactured Housing Contractor) and/or C-61 (Limited Specialty) in California;
2. Roofers must hold a current license as a D-39 in California;
3. Defensible Space Contractors must hold a current license as a D-49 (Tree Service) and/or C-27 (Landscaping Construction) in California; and
4. Contractor and any subcontractors must possess a current business license where required by local law.

Contractor will always have a competent job superintendent on the worksite while work is in progress. The superintendent will be Contractor’s representative at the worksite and shall have authority to bind and act on behalf of Contractor.

1. INSURANCE

Contractor will, at its expense, obtain and maintain the following insurance coverages from a company or companies authorized to do business in the State of California. The coverage must be in effect at all times during the performance of any work resulting from this MSA and/or until all of Contractor’s obligations hereunder are satisfied in full (including throughout all periods of time during which indemnification can be sought under this MSA):

1. Commercial General Liability Insurance – Contractor must maintain commercial general liability insurance of at least One Million Dollars per occurrence, and two million dollars in the aggregate.
2. Automobile Liability Insurance – Contractor must maintain comprehensive business automobile liability insurance, with an extended pollution endorsement, for owned, hired and non-owned automobiles with combined single limit of liability for bodily injury and property damage of no less than One Million Dollars per occurrence and per person.
3. Workers’ Compensation and Employer’s Liability Insurance – Contractor will maintain statutory workers’ compensation insurance as required by California law and employer’s liability insurance to cover Contractor, its subcontractors, partners, subcontractor partners, employees, and subcontractor employees with limits of no less than One Million Dollars.

The coverage must have a deductible or self-insured retention of no greater than Ten Thousand Dollars per claim and in the aggregate.

SCFSC and its officers, directors, agents and employees, must be named by endorsement as additional insureds under the liability insurance policies required by this section. The additional insured endorsements must be without exclusions, in form and substance acceptable to SCFSC, and include the following statement:

“The Shasta County Fire Safe Council, and its officers, directors, agents, and employees, are included as additional insureds, but only with respect to work performed for the California Wildfire Home Hardening Program - Home Hardening Initiative.”

The liability insurance policy(ies) required hereunder shall also be endorsed as needed (i) to provide that the insurance afforded such policy(ies) to SCFSC is primary and that all insurance carried by SCFSC is strictly excess and secondary and shall not contribute with Contractor's liability insurance, (ii) to provide cross-liability coverage for SCFSC and Contractor, and (iii) to provide for severability of interests.

1. BONDS

Upon seven days of Contractor executing any Service Agreement under this MSA, Contractor will provide SCFSC proof of the following bonds:

1. Performance Bond:Performance Bond in the amount of 100% of the Agreement Amount; and
2. Payment Bond: Payment Bond, compliant with Cal. Civ. Code § 9550 *et seq*., in the amount of 100% of the Agreement Amount.
3. WORK CONDITIONS
	1. All construction equipment, stored materials and equipment, and the operations of workers shall be contained to only those areas prescribed by SCFSC. Contractor is responsible for the secure storage of all equipment and materials. The Homeowner and SCFSC will not be held liable for any losses or damages sustained during the construction project. The Contractor will not store equipment and materials on site that are not used for the work described in the contract/work order for that home. During the progress of the work, Contractor will keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the work. At the completion of the work, Contractor will remove all waste materials, rubbish, and debris from and about the home, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the Homeowner. The Contractor will restore to their original conditions those portions of the site not designated for alteration. Contractor shall restore areas disturbed by construction measures to original condition. Contractor is responsible for any damages as a result of performing the Scope of Work. Contractor will repair or replace all damaged property.
	2. Contractor will recycle 65% of all debris and provide SCFSC all receipts from refuse centers.
	3. Contractor will provide toilet facilities for the use of its employees and subcontractors.
	4. When applicable, Contractor will provide a plastic dust barrier to renovated areas to minimize dust and use drop cloths to protect flooring and furniture. Contractor will vacuum indoors and leave outdoor areas clean of construction debris.
	5. Personnel: Contractor must use competent employees and subcontractors in performing work. At the request of SCFSC, Contractor shall replace any incompetent, abusive and/or disorderly person in Contractor’s employment or at the work site as a subcontractor to Contractor. SCFSC and Contractor shall each be promptly notified by the other of any complaints received.
	6. Alcohol/Drug Use/ Smoking: Contractor agrees that the use and/or possession of alcohol or drugs on a work site is strictly prohibited. This is defined as either coming to the work site under the influence or the use of alcohol/drugs on the work site. Smoking is prohibited at the work site. Contractor agrees to inform its subcontractors and employees of this prohibition. This prohibition must be enforced at all times, including lunch. Violation of this prohibition by Contractor, its employees, or subcontractors, is ground for immediate termination of this MSA for cause.
	7. Company Identification: All Contractor and subcontractors’ vehicles must have their company names located on the sides and all personnel must possess company identification or wear company attire while performing the Scope of Work.
	8. Working Hours: Normal work hours are from 8:00 A.M. to 5:00 P.M., Monday through Friday. Any changes in the work hours must be agreed to by SCFSC, Homeowner, and Contractor.
	9. Signage: Contractor shall not display any signs, posters, or other advertising matter in, on, or around any part of the work site without the specific approval in writing by SCFSC and Homeowner.
	10. Permits: Contractor must promptly secure all necessary licenses, permits, inspections and approvals necessary to begin the Scope of Work before beginning work and allow all inspections of all work by authorized personnel, including SCFSC, Cal OES, and FEMA and required inspection and permitting entities. Contractor will be on site at all inspections. Contractor shall pay for and post on site all permits and licenses necessary to complete the Scope of Work.
4. PREVAILING WAGE REQUIREMENTS (Home Hardening/Construction)

The provisions of Cal. Lab Code § 1720-1861 apply to all construction Task Orders (i.e. Service Agreements). Fuels reduction and defensible space work is not subject to prevailing wage. To place bids on a construction Task Order, Contractor must be registered with the Department of Industrial Relations as required by Lab. Code § 1725.5(a)(1)(A). Task Orders are subject to compliance and enforcement by the Department of Industrial Relations. Contractor is required to post job site notices as required by regulation.

Contractor will be required to pay prevailing wages and meet apprenticeship training requirements as described in Labor Code § 1777.5.

SCFSC will provide the then current prevailing wage rates for the location of the work.

1. ENVIRONMENTAL AND HISTORIC PRESERVATION CONDITIONS
2. Care. Exterior work must be performed using hand-held tools, chainsaws, and/or small rubber-tired, non-tracked equipment such as a wheelbarrow. Treatment areas must be accessed from existing roads and driveways, and equipment must be staged on improved surfaces. The Scope of Work must be performed without digging or other ground disturbance. Treatment areas must maintain a 150 feet buffer from bodies of water. Contractor must notify SCFSC if these property conditions cannot be adhered so that additional environmental clearances may be obtained, as appropriate.
3. Location. Contractor will confine construction equipment, stored materials and equipment, and the operations of workers to only those areas prescribed by SCFSC. During the progress of the work, Contractor will keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the work. At the completion of the work, Contractor will remove all waste materials, rubbish, and debris from and about the work site, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean. The Contractor will restore to their original conditions those portions of the site not designated for alteration.
4. Nesting Bird Surveys. SCFSC will coordinate nesting bird surveys for work expected to be performed during migratory bird season (February 1– August 31). These surveys must be completed within seven days prior to work commencement. If work stops for a period of seven days or more between February 1 and August 31, an additional nesting bird survey must be completed prior to resuming work. The Contractor must notify SCFSC if work stops for any reason so that a nesting bird survey can be coordinated prior to resuming work, if necessary.

SCFSC will fund the cost of the initial nesting bird survey and any other nesting bird surveys required for stoppage of work in excess of seven consecutive due to Acts of God including weather, or if the stoppage results from an order from SCFSC to stop or suspend work. If Homeowner requires Contractor to stop work or creates conditions at the Home that require Contractor to stop work for more than seven consecutive days, Homeowner will fund the cost of the required nesting bird survey(s) to resume work. Similarly, if Contractor stops work for more than seven consecutive days without an Act of God or fault of Homeowner, Contractor will fund the cost of the required nesting bird survey(s) to resume work.

“Act of God” is a severe, unanticipated natural event for which neither SCFSC, Contractor, or the Homeowner’s, guests, invitees, heirs, administrators, agents, or representatives is directly responsible.

1. Unexpected Discoveries. If human remains or unexpected items of historical or cultural significance are identified or unearthed, Contractor must cease work immediately within the vicinity of the discovery. Contractor must notify SCFSC so that appropriate consultations may occur. To assist Contractor in identifying and avoiding areas of cultural or historic significance, and protected environmental areas, SCFSC will provide Contractor a copy of the FEMA Record of Environmental Consideration (“**REC**”). The REC typically includes areas of environmental and historic concern as well as applicable preservation requirements.
2. CHANGES

No changes to this MSA, including but not limited to the Scope of Work or Ceiling price, shall be effective unless made in writing and signed by an authorized representative of each Party.

The terms of any Service Agreement entered into by the Parties to this MSA and Homeowners serve as task orders under this MSA. The terms of such Service Agreements are not intended to, nor shall they be interpreted to waive or eliminate any requirements or terms agreed to by the Parties in this MSA. This MSA survives the execution of any Service Agreement. To the extent that the terms of any Service Agreement are not included in this MSA, the terms of the Service Agreement control. To the extent that the terms of any Service Agreement conflicts with or do not include the terms of this MSA, as applicable to the Parties of this MSA, the requirement that is more restrictive on the Contractor controls until or unless the Parties to this MSA enter into a clarifying amendment.

SCFSC and Contractor may make changes that apply to the general scope of this MSA. Such changes shall only impact Service Agreements if the change is made before complete delivery is accepted under the particular Service Agreement. Except in an emergency endangering life or property, change orders to any Service Agreement will be issued and approved, in writing, by SCFSC and the Homeowner before the changed work is performed. Some change orders may require cost reasonableness review and additional environmental and historical preservation approvals. If implementation of the change order would exceed property conditions established by FEMA for the program (examples include: extends defensible space zone, cannot be completed using hand tools) or involves a change to the visual elements of a culturally or historically significant property, the change is subject to FEMA and CalOES approval before the change order work can be approved by SCFSC and carried out by the Contractor. In addition to possible legal penalties for performing work without proper environmental clearance, Contractor risks replacing such materials at its own expense. Contractor will contact the SCFSC if a change order is required.

1. EMERGENCIES

In an emergency affecting the safety of life or property, Contractor, without special instruction or authorization from SCFSC, is permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. For each executed Service Agreement, Contractor will file with SCFSC the names, addresses and telephone numbers of their representatives who can be contacted at any time in case of emergency. Contractor representatives must be fully authorized and equipped to correct unsafe conditions on short notice.

1. FEDERAL CLAUSES

This MSA including any resulting Service Agreement entered into as a task order thereunder is intended to be funded in whole or in part with Federal grant funds, therefore, the requirements of 2 C.F.R. Part 200, including but not limited to the contract provisions requirement at 2 C.F.R. § 200.327 apply. The following clauses are hereby included in satisfaction of that requirement, and apply both to this MSA and any resulting Service Agreement as if restated in full therein:

## EQUAL EMPLOYMENT OPPORTUNITY

During the performance of work, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
2. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to such labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this MSA or with any of the said rules, regulations, or orders, this MSA may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor shall include, and require compliance by each of its subcontractors and vendors with, the provisions of these paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965. The Contractor will take such action with respect to any subcontract or purchase order as the Federal Emergency Management Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SCFSC further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

SCFSC agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

SCFSC further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, SCFSC agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to SCFSC under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from SCFSC; and refer the case to the Department of Justice for appropriate legal proceedings.

## CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this Section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this Section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this Section.
3. Withholding for unpaid wages and liquidated damages. SCFSC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this Section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section.
5. Further Compliance with the Contract Work Hours and Safety Standards Act:
6. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of all work under this MSA for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
7. Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## COMPLIANCE WITH CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

1. Laws. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
2. Report Violations. The Contractor agrees to report each violation to SCFSC and understands and agrees that SCFSC will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.
3. Subcontracts. The Contractor agrees to include these requirements in each subcontract exceeding $150,000.

## SUSPENSION AND DEBARMENT

Federal regulations restrict SCFSC from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration and contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at [www.SAM.gov](http://www.SAM.gov).

1. The Parties recognize that this MSA is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor has verified through its signed *Certification Regarding Suspension and Debarment* form attached hereto at **Attachment B,** that neither the Contractor nor its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Contractor shall promptly notify SCFSC of any changes to this certification during the term of this Contract.
2. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction.
3. This certification is a material representation of fact relied upon by SCFSC. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SCFSC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

## BYRD ANTI-LOBBYING AMENDMENT

Contractors and subcontractors who apply for or bid on a federally funded contract of $100,000 or more must file the required certification found at APPENDIX A, 44 C.F.R. PART 18. As such Contractor has verified through the signed *Byrd Anti-lobbying Certification and Disclosure* form attached hereto at **Attachment C**, that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

If Contractor awards any subcontract of $100,000 or more under this MSA, Contractor will collect a *Byrd Anti-lobbying Certification and Disclosure* form from each subcontractor and submit it to SCFSC. Contractor and its subcontractors subject to this requirement shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Disclosures will be forwarded to FEMA.

## PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

1. Prohibition. Contractor *and its subcontractors* are prohibited from spending the proceeds of this MSA on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons as set forth in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (“McCain Act”), and 2 C.F.R. Section 200.216. Contractor and its subcontractors shall not use funds paid under this MSA to fund the purchase, installation, or services of the telecommunications and video surveillance products or to contract with the entities prohibited by Section 889 of the McCain Act or 2 C.F.R. Section 200.216.
2. Subcontractors. The Contractor shall insert the substance of this Section in all subcontracts and other contractual instruments resulting from this MSA.

## DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

The Contractor shall insert the substance of this Section in all subcontracts and other contractual instruments resulting from this MSA.

## ACCESS TO RECORDS

1. Access to Records. The Contractor agrees to provide SCFSC, CalOES, the Administrator FEMA, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this MSA for the purposes of making audits, examinations, excerpts, and transcriptions.
2. Copying Documents. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Access to Work Sites. The Contractor agrees to provide CalOES and the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the MSA.
4. Access by Cal OES, FEMA, and Comptroller. SCFSC and the Contractor acknowledge and agree that no language in this MSA is intended to prohibit audits or internal reviews by CalOES, FEMA or the Comptroller General of the United States.

## DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the U.S. Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

## COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives in the performance of this MSA.

## NO OBLIGATION BY GOVERNMENT

The Federal Government and State of California are not parties to this MSA and are not subject to any obligations or liabilities to SCFSC, the Contractor, or any other entity pertaining to any matter resulting from the MSA.

## PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Parties acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this MSA.

## CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If Contractor intends to subcontract any portion of the work covered by this MSA, Contractor must take all necessary affirmative steps to assure that small and minority businesses, women’s business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

* 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
	2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
	3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
	4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
	5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## COPYRIGHT AND DATA RIGHTS

1. License – Work Product. Contractor grants to SCFSC, Cal OES, and FEMA (the “Licensees”) a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data, materials and other results and proceeds first produced in the performance of this MSA (“Work Product”) the right to reproduce, publish, or otherwise use Work Product, including the preparation of derivative works, to distribute copies to the public, and to publicly perform and display the Work Product.
2. License – Acquired Work Product. For data and materials required by this MSA but not first produced in the performance of this MSA (“Acquired Work Product”), Contractor will identify and grant to the Licensees or acquire on their behalf a license in Acquired Work Product that meets requirements, as determined solely by SCFSC, for the Licensees to use and to license others to use the Work Product and Acquired Work Product for all SCFSC activities and for ongoing use, training, maintenance, and improvement of the resulting technology improvements.
3. Scope. Work Product and Acquired Work Product shall include, but not be limited to, data, research, written reports or literary works, software and/or source code, pictures or images, graphics, audiovisual works, sound and/or video recordings, and architectural works.
4. Delivery. Upon or before the completion of this MSA, Contractor will deliver to SCFSC, in formats acceptable to SCFSC, copies of Work Product and Acquired Work Product.
5. INDEMNIFICATION
6. All operations, work and other activities permitted, required, or otherwise provided for in this MSA shall be at the risk of Contractor exclusively. For the avoidance of doubt, this section applies to any subsequent Service Agreement between the Parties.
7. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, indemnify, defend, protect, release, and hold SCFSC, the State of California (including, CalOES), FEMA, and their respective officers, directors, shareholders, partners, members, managers, trustees, beneficiaries, agents, and employees (collectively, the "Indemnified Parties"), free and harmless from and against any and all claims, demands, liabilities, damages, causes of action (whether in tort or contract, law or equity, or otherwise), judgments, suits, proceedings, fines, penalties, loss, costs or expense (including attorneys' fees and court costs) (collectively, "Claims") arising out of, or in any way connected with or relating (directly or indirectly, in whole or in part) to, or alleging damage caused in whole or in part by:
	* 1. Any act, omission, willful misconduct, or negligence, whether active or passive, of Contractor or any of its agents, employees, independent contractors, or subcontractors;
		2. The performance of this MSA and/or any services or other work, operations or activities provided for in this MSA, whether by Contractor, any agent, employee, independent contractor or subcontractor of Contractor, or any third person or entity, or
		3. Any breach by Contractor of any of its covenants, agreements, representations, or warranties under this MSA.
8. Contractor’s obligations to indemnify and defend the Indemnified Parties extend to and include, without limitation, Claims for:
9. Injury to any person (including death at any time resulting from that injury)
10. Loss of, injury or damage to, or destruction of property (including all loss of use resulting from that loss, injury, damage, or destruction);
11. Fines or penalties asserted or imposed on any Indemnified Party for violation of any law, rule, or regulation; and
12. All economic losses and consequential or resulting damages of any kind.
13. Contractor’s obligations to indemnify and defend the Indemnified Parties hereunder shall apply even if Contractor was itself not negligent or otherwise not at fault. Contractor’s obligations to indemnify and defend the Indemnified Parties shall also apply regardless of the active or passive negligence of any Indemnified Party, and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on any Indemnified Party. However, notwithstanding anything in this Section to the contrary, Contractor’s obligation to indemnify an Indemnified Party shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a Claim against that Indemnified Party was proximately caused by the sole and exclusive negligence or willful misconduct of that Indemnified Party, or its agents, servants, or independent contractors who are directly responsible to it. Neither Contractor, nor any agent, servant, employee, independent contractor, or subcontractor of Contractor, shall be deemed to be an agent, servant, employee, or independent contractor of any Indemnified Party for purposes of the preceding sentence. In the event any Indemnified Party is not entitled to indemnification from Contractor pursuant to the preceding two sentences, Contractor’s obligation to indemnify shall remain valid for all other Indemnified Parties.
14. Contractor's duty to defend the Indemnified Parties is separate and independent of Contractor's duty to indemnify the Indemnified Parties, and extends to all Claims alleging damage caused in whole or in part by any of the acts, omissions or events described in subsections 26(b) and 26(c), above. The duty to defend shall apply regardless of whether the issues of negligence, liability, fault, default, or other obligation on the part of any Indemnified Party, Contractor, any agent, employee, independent contractor or subcontractor of Contractor, or any other person or entity have been determined. The duty to defend applies immediately, regardless of whether Indemnified Parties have paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any Claims. In the event any Claim is made against an Indemnified Party that may be within the scope of the indemnity provision of this section, the Indemnified Party will attempt to provide notice of the Claim to Contractor within a reasonable time after learning of the Claim, and thereafter will reasonably cooperate with Contractor in the defense of such Claim; provided that any failure to provide notice will not affect Contractor's indemnity obligations except to the extent Contractor is materially prejudiced by the failure.
15. Contractor will be entitled to select counsel and control the defense of all indemnified Claims, subject to the Indemnified Party's review and approval, which will not be unreasonably withheld. The Indemnified Parties will be entitled to participate in their defense. If Contractor fails to promptly hire legal counsel and assume the defense of any Claim after receiving notice thereof from an Indemnified Party, then the Indemnified Party (acting directly or through SCFSC) will have the right, but not the obligation, to hire legal counsel to carry out the defense. In that event, Contractor shall reimburse the Indemnified Party (or SCFSC if it hired legal counsel) for the costs of such defense within ten (10) days after written demand from the Indemnified Party. The foregoing right to hire legal counsel and assume the defense of any Claim may be exercised by SCFSC on behalf of an Indemnified Party who is not SCFSC (with such Indemnified Party’s consent), in which event, SCFSC shall be entitled to reimbursement of the costs thereof from Contractor.
16. Contractor’s obligation to indemnify and defend Indemnified Parties pursuant to this section shall not be construed or interpreted in any way as restricting, limiting or modifying Contractor’s insurance or other obligations under this MSA, and is independent of Contractor’s insurance and other obligations. Contractor’s compliance with the insurance requirements and other obligations under this MSA shall not in any way restrict, limit, or modify Contractor’s indemnity and defense obligations under this section.
17. The provisions of this section shall survive the completion of all services and until all Claims of or against Indemnified Parties involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.
18. This indemnity and release operate as a release of both known and unknown claims. Contractor recognizes that this indemnity and release covers both known and unknown claims. Contractor acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

1. Contractor expressly waives and relinquishes any and all rights and benefits which Contractor may have under, or which may be conferred on it by the provisions of Section 1542 of the California Civil Code, as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that Contractor may lawfully waive such rights or benefits pertaining to the released matters. Contractor assumes the risk that a claim for wildfire damage may be brought against SCFSC, and that Contractor will be responsible for indemnifying the Indemnified Parties and defending the claim.
2. UTILITIES

Consistent with the terms of the attached Agreement for Wildfire Mitigation Services Template, Homeowners will be expected to furnish the use of electricity and water to Contractor, at no additional cost to Contractor, during Contractor’s performance of the Scope of Work.

1. HOLD HARMLESS

Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this MSA occasioned by any act or omission to act by SCFSC or Homeowners except as provided in this MSA. **Contractor also agrees any such delay, inefficiency, or interference shall be accounted for only as an extension of additional time given to complete the Scope of Work in accordance with the provisions in the standard specifications.**

1. ASSIGNMENT

Contractor may not assign this MSA or the rights and obligations thereunder to any third party without the prior express written approval of SCFSC.

1. PARTIAL INVALIDITY

If any term or provision of this MSA or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MSA, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this MSA shall be valid and be enforced to the fullest extent permitted by law.

1. ACCESS

Contractor will provide SCFSC, FEMA, CalOES, and Building Inspectors access to work sites pertaining to the work being completed, or already completed, under this MSA.

1. DISPUTE RESOLUTION

In the event of any dispute relating to the Parties’ rights under this MSA, Contractor will continue to fully and timely perform the Scope of Work during the pendency of the dispute resolution process. As an explicit condition precedent to any legal action, a Party shall initiate this resolution process by giving notice to the other Party, in writing and in detail, the issues in dispute, the relief requested, and the estimated value of a claim (“Dispute”). An in-person meeting between the Parties, attended by an individual with decision making authority, must take place within thirty days from the date that written notice was received in an attempt to resolve the Dispute through direct negotiations.

If the Dispute cannot be resolved by direct negotiations within thirty days of initiation of the resolution process, any Party to the Dispute may initiate mediation by giving notice to the other Party. If the Parties cannot agree on a mediator for the Dispute, the Dispute must be submitted to the American Arbitration Association (“**AAA**”) for mediation, and the cost of the mediation will be borne equally by each Party to the Dispute. If the Dispute is not resolved within 60 days of the conclusion of a mediation, then the Dispute must be finally resolved by binding arbitration under the California Arbitration Act before the AAA, using its construction rules in effect at the time the arbitration demand is filed with the AAA. The arbitrator may only provide an award that a court of law could order were the Dispute resolved in a court of competent jurisdiction.

Any award may only be confirmed in California Courts in Shasta County. The arbitrator(s) shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. Each Party will bear their own fees and costs that arise from the dispute resolution process, including arbitration. This section does not apply to any claims that could be brought in small claims court in Shasta County. Should there be any conflict between this dispute resolution clause and the dispute resolution clause of any Service Agreement, the Service Agreement’s dispute resolution clause shall control.

1. GOVERNING LAW

This MSA shall be governed by and construed in accordance with the laws of the State of California (without regard to its conflicts of law rules) and the relevant federal laws of the United States of America. Any proceeding brought by either party against the other or any dispute arising out of this MSA or any matter related thereto must be brought and resolved in the Superior Court of the State of California in and for the County of Shasta, or the United States District Court for the Eastern District of California.

1. MECHANICS LIEN NOTICE

As authorized in California Civil Code 8416, licensed contractors and/or their subcontractors may record what is called a mechanics lien on properties for which they are hired to make improvements. If Contractor or any subcontractor intends to file a lien, Homeowner and SCFSC must be provided with a Preliminary Notice twenty days after Contractor or its subcontractor first furnishes labor or materials in furtherance of the Scope of Work. Upon satisfactory payment being made for any portion of the work performed, Contractor, prior to any further payment being made, shall furnish to the Homeowner and SCFSC a full and unconditional release from any potential lien claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the California Civil Code for that portion of the work for which payment has been made.

1. WARRANTY

Contractor shall correct any work that fails to conform to the Scope of Work and shall correct defects due to faulty materials, equipment, or workmanship which appear during the progress of the work or within a period of one year from the date of final inspection and acceptance by Homeowner and SCFSC or such longer periods of time as may be specified by law. Contractor shall acknowledge any warranty requests by responding in writing within three days, and will diligently begin any warranty work within two weeks of receipt of a written request for warranty repair. Prior to final acceptance, Contractor will provide Homeowner with available manufacturers and suppliers’ written guarantees and warranties covering materials and equipment furnished under this MSA, though these do not relieve Contractor of its independent warranty obligations. This provision shall survive termination and the Term of this MSA.

1. NO PARTY DEEMED DRAFTER

In the event of a dispute between any of the Parties hereto over the meaning of this MSA, no Party shall be deemed to have been the drafter hereof, and the principle of law that contracts are construed against the drafter does not apply.

1. NON-WAIVER

If either Party fails to require the other to perform a term of this MSA (including but not limited to any Service Agreement), that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other’s breach of a term, that waiver does not waive a later breach of this MSA.

An approval by SCFSC, or by any other employee or agent of SCFSC, of any part of Contractor’s performance does not waive compliance with this MSA or establish a standard of performance other than that required by this MSA or by law.

1. CONFLICTS OF INTEREST

SCFSC maintains written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent of SCFSC may participate in the selection, award, or administration of any contract if he or she has a real or apparent conflict of interest as defined in SCFSC’s written policy. Such a conflict of interest includes situations when a SCFSC employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in a firm considered or awarded a contract with SCFSC. SCFSC reserves the right to take appropriate remedial action against Contractor or any subcontractor, should Contractor or Subcontractor, or the employees, officers, or agents of either, engage in any actions that it knows or should have known are in violation of SCFSC’s standards of conduct, to include termination of this MSA.

1. “DAYS”

All references in this MSA to the word "days" means calendar days. If a date for performance of any obligation or notice occurs on a California state or federal holiday or on a Saturday or Sunday, then the next business day shall be deemed the applicable date for performance or notice.

1. NOTICES

All notices to either Party must be in writing and must be delivered either by electronic mail or by hand. Notice is effective upon receipt. The initial addresses of the Parties are as follows:

**SCFSC CONTRACTOR**

Name Name

P.O. Box 338 Address

Palo Cedro, CA 96073 Address

(530) 360-0120 Phone

Shasta.fsc@shastafiresafe.org Email

1. COUNTERPARTS AND ELECTRONIC SIGNATURES

This MSA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This MSA may be executed and delivered via electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, California’s Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1, et seq.) or other applicable law) or other transmission method, and any document so executed and delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

1. ENTIRE AGREEMENT

The contract between the Parties, embodying the entire agreement of the Parties, consists of this MSA and referenced Exhibits; any future Service Agreements entered into by SCFSC, Contractor, and the Homeowner; and any Change Orders related to Service Agreements. Contractor represents that no other representations have been made by SCFSC (or its agents or employees) to Contractor except what has been reduced to writing in this MSA. No other agreements, assurances, conditions, covenants (express or implied) or other terms of any kind, exist between the Parties regarding this MSA.

This Master Services Agreement is executed on the date(s) below, by the undersigned individuals who have the authority to execute and bind the Party to this MSA and is effective as of the Effective Date.

**SHASTA COUNTY FIRE SAFE** INSERT CONTRACTOR NAME:

**COUNCIL:**

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Signature Signature

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Date Date