

MINUTES OF REGULAR MEETING OF
BOARD OF DIRECTORS
OF THE
SLEEPY HOLLOW FIRE PROTECTION DISTRICT

November 27, 2013

A Regular Meeting of the Board of Directors of the Sleepy Hollow Fire Protection District was convened at 1:00 p.m. on November, 2013 at 1317 Butterfield Road, San Anselmo, California. A quorum was achieved by the presence of each of the three Directors of the District, namely, Frank Berto, Thomas Finn, and Richard Shortall. Director Berto presided as Chairman and called the meeting to order. Thomas Finn, as Secretary, recorded the proceedings.

Open Time for Public Input

There was no request from any member of the public to address the Board regarding items not on the meeting agenda.

Approval of Prior Meeting Minutes

The Minutes of the Board's August 15, 2013 Regular Meeting were unanimously approved.

Financial and Operations Reports

Treasurer Shortall presented to the Board (i) a District Balance Sheet as of November 15, 2013, together with a Year-to-Date summary of budget progress and a proposed possible budget revision; (ii) a District Profit and Loss detail for the period from July 1 through November 15, 2013, together with data for July 2012 through October 2013 for comparison purposes, and (iii) various warrants for the payment of normal District expenses.

Treasurer Shortall explained that a revision to the budget may be necessary in the future to make provisions to accommodate certain prospective District expenditures, including a possible increase in the Youth2Work (Y2W) Agreement grant funds, the allocation of funds pursuant to the Agreement for Special Services with The Sleepy Hollow Charitable Foundation (SHCF), additional RVFD training grants, and the District's possible participation in the Clubhouse Project (the Project). Treasurer

Shortall stated that he would report back to the Board if and when the budget may require revision for those or other reasons.

The Board reviewed the financial reports, warrants, and budget update presented. Upon motion made by Director Finn and seconded by Chairman Berto, the Board unanimously approved and authorized the financial reports and warrants, and budget update.

Approval and Execution of Agreement for Special Services for District Fire Protection Services

Director Finn presented to the Board for review and approval an Agreement for Special Services for District Fire Protection Services (the Agreement) between the District and SHCF. By motion passed at the Board's August 15, 2013 Regular Meeting, Director Finn had been directed to instruct the District's counsel to proceed with the preparation of the Agreement and authorized the District to enter into the Agreement provided that it meets with the parties' and their respective counsel's approval. Director Finn stated that the Agreement did so and that the District and the SHCF had executed the Agreement in early October substantially similar to the one attached hereto.

Director Finn then reviewed for the Board the Agreement's main terms and conditions, including the limited purpose of the funding, the SHCF's eligibility to receive the funding, the return of funds if the Project is not pursued, and the Fund's reporting obligations to the District. Customary terms and conditions such as insurance, indemnification, reporting requirements, audits, legal compliance, dispute resolution, etc. are also included.

Following extensive discussion of the Agreement among Board members, the Board unanimously found the Agreement to be in the best interests of the District and that all acts and things done by Director Finn and/or at his direction with respect to the Agreement pursuant to the authority of the Board's August 15, 2013 resolution shall be, and are, fully authorized, ratified, and approved by the District. This includes, but is not limited to, Director Finn's execution of the Agreement on behalf of the District and the disbursement District funds to SHCF as provided for in the Agreement. The Board directed that the Agreement be filed and maintained by the District in accordance with prior practice.

Possible Clubhouse Rebuild/Co-Location Opportunity

Directors Finn and Shortall reported on their ongoing activities in connection with exploring the District's possible participation in the Project. The Directors reported that their research was ongoing and being pursued independently as subcommittee members. They stated that they have been consulting experts and other knowledgeable persons on issues of concern to the Board and District residents. Their joint objective is to report preliminary findings and recommendations to the Board and District residents

as soon as is practicable and with the the cooperation of the SHHA, SHCF, and other parties involved in the Project's conception, design, and implementation.

Director Shortall recommended that a log of public meetings held by the District with other parties involved in the Project will be included in the preliminary findings. Chairman Berto and Director Finn concurred.

Chairman Berto stated that he would be willing to consider increased District financial participation in the Project if the District's finances and the law allow, subject to the District's feasibility, design, and use objectives being met in a rebuilt Clubhouse.

Director Shortall stated that, based upon assurances given by the Project architect, he was confident that the Project's final design would include for the District an office, equipment storage space, locations for District activities such as meetings and trainings, and sites for back-up power and water facilities. Director Shortall also stated that the Clubhouse would be designed to function as a public shelter in the event of emergencies. He said that under mutual aid principles, emergency users would not be limited to District residents. However, Director Shortall stated that the Clubhouse would not likely qualify as a "designated shelter" staffed and supported by the Red Cross. Instead, because of the Clubhouse's location and limited sleeping, power, bathing, and dining capacities, the Clubhouse would likely be considered a "secondary" shelter by the County's Office of Emergency Services (EMS), but as a "rally point" for District residents.

Director Shortall stated that use as a public shelter and related public functions would be vital to maintaining disaster preparedness, disaster recovery, and fire safety capabilities within the District. He stated that the District and EMS could also use the Clubhouse as a command post, an equipment storage facility, a disaster shelter, a disaster recovery center, and a fire safety facility in the event of a public emergency.

Director Shortall stated his belief that because a rebuilt Clubhouse would operate as a public facility when utilized for official or emergency purposes, provision must be made for use of the Clubhouse by all District residents. Director Shortall said that, in his opinion, this should include "use rights" for District residents who are not Sleepy Hollow residents, e.g., residents of non-Sleepy Hollow, in-District areas on Oak Crest Drive, The Alameda, Timothy Drive, Michael Drive, and Angela Drive. He stated that the principle of equal "use rights" for all District residents should be made a pre-condition to the District's participation in the Project.

Chairman Berto concurred but expressed doubt that the Sleepy Hollow Homes Association (SHHA) would, or should, be willing to extend SHHA membership privileges to non-Sleepy Hollow residents.

Director Finn stated that the SHHA offers non-Sleepy Hollow residents the right to purchase “pool memberships” on an annual basis which permit them to enjoy limited “use rights” of the SHHA pool. He expressed his belief that the SHHA should be willing to similarly offer “use rights” to non-Sleepy Hollow residents to ensure that they have the ability to fully benefit from the Clubhouse should the District choose to participate in the Project.

Director Shortall concurred and stated that this issue must be addressed to the District’s satisfaction. Director Finn said that he would contact the SHHA to discuss the matter and report back to the Board.

The Directors reiterated that they have continued to remind to the SHHA, the SHCF, District residents, and the public that the District’s participation in the Project, if any, will be subject to legal clearance from the District’s counsel, substantial public input from District residents, and the execution of appropriate definitive agreements.

Chairman Berto expressed his support and thanks for the efforts of Directors Finn and Shortall and encouraged them to continue their exploration of the co-location possibility.

RVFD Matters

Director Shortall reported on various Ross Valley Fire Department (RVFD) matters, including a progress report on the recruitment process for a new Chief. Director Shortall also updated the Board on the activities of the RVFD Board of Directors, which has for the past year has included two representatives from the Town of Ross. Ross became a member of the RVFD Joint Powers Authority in May 2012.

Next Meeting

It was tentatively agreed that the next Regular Meeting of the Board shall be held on February 21, 2014.

Since there was no further business to come before the Meeting, upon motion made and seconded, the Meeting was adjourned at 2:20 p.m.

Thomas J. Finn, Secretary

**AGREEMENT FOR SPECIAL SERVICES
FOR DISTRICT FIRE PROTECTION PURPOSES**

This **AGREEMENT FOR SPECIAL SERVICES FOR DISTRICT FIRE PROTECTION PURPOSES** (this “Agreement”) dated as of October __, 2013 (the “Effective Date”) is entered into by and between the **SLEEPY HOLLOW FIRE PROTECTION DISTRICT**, an autonomous special district of the State of California (the “District”), and **THE SLEEPY HOLLOW CHARITABLE FOUNDATION**, a California nonprofit public benefit corporation (the “Foundation”). The District and the Foundation are each referred to individually as a “Party” and together as the “Parties” to this Agreement.

RECITALS

A. WHEREAS, the District has the authority under California law to provide fire protection, emergency medical, and related services within its jurisdiction.

B. WHEREAS, the District has determined that it is in the best interest of the District and its residents to identify opportunities to construct, purchase, lease or otherwise acquire access to an

emergency shelter and related facilities to provide a public benefit for the District and its residents in the promotion of the District's statutory purposes.

C. WHEREAS, the design and construction of an emergency shelter and related facilities within the District are key components of the District's public functions of maintaining disaster preparedness, disaster recovery, and fire safety capabilities within the District's boundaries.

D. WHEREAS, the Foundation is a California charitable organization formed for purposes that include fundraising in support of the design and proposed re-construction of the existing Sleepy Hollow Homes Association Clubhouse (the "Clubhouse") within the District (the "Project").

E. WHEREAS, the District wishes to determine whether the Clubhouse may be redesigned and reconstructed in a way so as to facilitate the joint use of the Clubhouse by the District as a District headquarters and emergency equipment storage facility, disaster shelter, disaster recovery center, and fire safety facility in the event of a public safety emergency (the "District's Fire Protection Purposes").

F. WHEREAS, the District desires to work with the Foundation through professional site planning and design services to determine the feasibility of the re-construction of the Clubhouse for the District's Fire Protection Purposes (the "Special Services") and is willing to provide funding in the not-to-exceed amount set forth in Section 1 of this Agreement (the "Feasibility Funding").

G. WHEREAS, the Foundation is currently in the process of considering design concepts for the Project;

H. WHEREAS, the Foundation desires to work with the District to determine the feasibility of incorporating features into the design that will permit the Clubhouse to be used jointly for the District's Fire Protection Purposes.

I. WHEREAS, the Foundation desires to procure the Special Services from RRM Design Group ("RRM") in accordance with the terms and conditions of this Agreement.

J. WHEREAS, on August 15, 2013, the District Board, by motion seconded and approved by all Board members present constituting a quorum of the District Board, authorized the District to negotiate the terms of and enter into an agreement to provide Feasibility Funding for the District Fire Protection Purposes.

NOW, THEREFORE, in consideration of the mutual covenants and consideration contained herein, the sufficiency and adequacy of which are hereby acknowledged, the District and the Foundation hereby agree as follows:

AGREEMENT

1. THE FEASIBILITY FUNDING

1.1 Purpose. In consideration of the benefits of the Special Services to facilitate the exploration of the feasibility of the joint use of the redesigned Clubhouse and the Foundation's commitment to continue with fundraising in support of the Project, the District hereby agrees to provide to the Foundation the Feasibility Funding in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00), which shall be utilized by the Foundation exclusively to pay fees and expenses relating to the Special Services including, but not limited to, architectural, legal, accounting fees and filing and printing costs associated with determining the feasibility of a Clubhouse redesign that would facilitate the joint use of the Clubhouse for the District Fire Protection Purposes.

1.2 No Conflicts. No part of the Feasibility Funding shall be paid to any director, officer, or employee (or to any of their respective family members) of the District or the Foundation for any purpose.

1.3 Method of Payment. The District shall make payments of all or a portion of the Feasibility Funding only as set forth in Section 5 below.

1.4 No Further Obligation. Nothing in this Agreement shall constitute a commitment or obligation on the part of the District to enter into any future agreement with the Foundation for the Project. The Foundation acknowledges and agrees that the District and its representatives have made no actual or implied promise of future funding or support to the Foundation for the Project, except as specified by this Agreement. The Foundation further acknowledges and agrees that, upon the expiration or earlier termination of the Agreement, the District will have no further obligation to the Foundation in connection with this Agreement.

2. [RESERVED]

3. FOUNDATION ELIGIBILITY TO RECEIVE FEASIBILITY FUNDING

The Feasibility Funding is expressly conditioned upon the Foundation's status as a charitable organization and is a condition precedent to the right of the Foundation to receive any Feasibility Funding described in Section 1, above. In connection with this condition, the Foundation hereby warrants and represents that:

3.1 The Foundation is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and is not a private foundation as defined in Section 509(a) of the Code.

3.2 The Foundation has provided the District with a copy of all Internal Revenue Service ("IRS") determination letter(s) evidencing the Foundation's status as a tax-exempt organization, and the Foundation warrants and represents that such determination letter(s) are currently in full force and effect.

3.3 The Foundation will notify the District immediately of any actual or proposed change in the Foundation's tax status, including any substantial or material change in sources of its support for any taxable year affected by the Feasibility Funding, or when the Foundation is

unable to expend the Feasibility Funding for the approved purposes set forth in Section 1.1, above.

3.4 The Foundation's acceptance of the Feasibility Funding shall not change the District's tax-exempt status under the Code.

3.5 The Foundation acknowledges and agrees that the District and its representatives have made no actual or implied promise of funding or support to the Foundation or for the Project, except as specified by this Agreement. The Foundation further acknowledges and agrees that, upon the expiration or earlier termination of the Agreement, the District will have no further obligation to the Foundation or to the Project in connection with this Agreement. Notwithstanding the foregoing, nothing in this Section 3.5 shall be interpreted to prohibit the District from providing additional funds to the Foundation if, at the expiration or earlier termination of this Agreement, the District determines, in its sole discretion, that the further expenditure of funding for purposes consistent with this Agreement is appropriate.

4. TERMINATION; RETURN OF THE FUNDS

4.1 The Foundation shall use the Feasibility Funding to support the specific goals, objectives, activities, and outcomes of this Agreement, as set forth in Section 1 above.

4.2 The District reserves the right to terminate this Agreement; to discontinue, modify, or withhold all or any portion of the Feasibility Funding; or to require the Foundation to return all or any portion of the Feasibility Funding, if:

(a) the District, in its sole discretion, determines that the Foundation has not performed in accordance with this Agreement or has failed to comply with any material term or condition of this Agreement;

(b) the Foundation loses its status as an eligible grantee as more fully described in Section 3, above;

(c) the Foundation is not, based on a change in circumstances, able or willing to perform, or complete performance of, the Project;

(d) it is determined that the Foundation is not an eligible recipient of District funds for purposes of the Project or the Foundation ceases to be an eligible recipient of District funds for accomplishing the purposes of this Agreement;

(e) all or any portion of the Feasibility Funding is expended for purposes inconsistent with Section 1.1 of this Agreement; or

(f) such action is required in order to comply with the requirements of any law or regulation applicable to the Foundation or to the District or to this Agreement.

4.3 In the event the District notifies the Foundation of one or more of the conditions set forth in Section 4.2 above, but determines, in its sole discretion, not to terminate the Agreement, the Foundation shall promptly repay to the District any portion of the Feasibility Funding specified in such notice.

4.4 In the event the District terminates this Agreement pursuant to this Section 4, the Foundation shall, within thirty (30) days after the date of the notice of termination, repay all unexpended Feasibility Funding received under this Agreement, plus all Feasibility Funding expended for purposes or items allocable to any time period after the termination date.

4.5 The Foundation shall promptly provide to the District a full accounting of the receipt and disbursement of all Feasibility Funding and expenditures incurred under this Agreement in the event the District terminates this Agreement and/or requires the repayment of the Feasibility Funding pursuant to this Section 4.

5. METHOD OF PAYMENT OF THE FUNDS

The Feasibility Funding shall be paid to the Foundation in one (1) lump sum payment upon the execution of this Agreement.

6. TERM

The Feasibility Funding is to be applied to authorized Foundation expenses for the Special Services incurred for the period from the Effective Date to December 31, 2013 or the date this Agreement is earlier terminated in accordance with this Agreement (the "Term").

7. FUNDING CONDITIONS

In addition to the conditions set forth elsewhere in this Agreement, the Foundation agrees that the Feasibility Funding is subject to the following conditions:

7.1 Reports. The Foundation shall furnish the below-described narrative report(s) and financial report(s) to the District as set forth in this Section 7.1.

(a) The narrative report(s) shall include a report on the use of the Feasibility Funding, including, but not limited to, copies of any plans, designs, concepts, and other site planning and design documents produced for the purpose of determining the feasibility of the redesign of the Clubhouse as an emergency preparedness center as set forth in Section 2 above, compliance with the terms of the Agreement, the progress made by the Foundation toward performing the Project, any problems or obstacles encountered in the effort to complete the Project, and photographs of the results of the Project or any portion thereof.

(b) The financial report(s) shall show actual expenditures of the Feasibility Funding reported as of the date of the report against the Project budget adopted by the Foundation.

(c) After the close of the annual accounting period during which the Foundation completes its use of the Feasibility Funding, the Foundation shall make a final report with respect to all expenditures made from the Feasibility Funding (including fees, travel, and supplies) and indicate the progress made toward completion of the Project.

(d) In addition to the reports required by subsections (a), (b), and (c), above, the Foundation agrees to submit other such interim reports as the District may reasonably request relating to the Foundation's performance under the Agreement.

(e) All such reports shall be furnished to the District: (1) upon completion of the Special Services; or (2) within thirty (30) days after the close of the annual accounting period for which the reports are made, the expiration or earlier termination of this Agreement, or upon the District's request, as the circumstances require.

(f) The Foundation shall retain all such reports in its files for a period of at least four (4) years after the expiration or earlier termination of this Agreement.

7.2 Confidentiality and Publicity.

(a) The Foundation understands and agrees that, in the performance of this Agreement or in contemplation thereof, the Foundation may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary or confidential details. The Foundation shall exercise the same standard of care to protect such information as the Foundation would use to protect its own proprietary data.

(b) Without the prior written consent of the District, the Foundation agrees that it shall not: (i) use the District's name, logo, insignia, photographs or any other publicity in any medium; or (ii) make public announcements, or issue publicity or press releases related to its performance of this Agreement. Any and all proposed Foundation external communications regarding the District shall be submitted first to the District for its review and approval.

(c) Upon the District's request, the Foundation agrees to disseminate to the interested public, by using established channels of communication, pertinent information relating to the performance of this Agreement, including the public benefits achieved by the District Fire Protection Purposes.

(d) All copyright interests in materials first produced as a result of this Agreement shall be owned by the Foundation. The Foundation agrees to license such copyrighted materials for the public benefit and hereby grants to the District a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and license others to use, in print or electronic form, all such materials and to otherwise use the works by or on behalf of the District for educational and/or research purposes. The Foundation represents and warrants that the material produced under this Agreement will be original and not infringe upon any copyright or any other right of any other person or entity, and has not previously been published.

7.3 Communication and Cooperation. The Foundation shall provide the District with copies of all communications, designs, drafts, reports and other submittals relevant to the Special Services, and shall be invited to participate in meetings and other discussions and communications between RRM and the Foundation relevant to the Special Services.

8. REPRESENTATIONS AND WARRANTIES

The Foundation hereby warrants and represents that:

8.1 The Foundation has the full power and authority to enter into this Agreement and to perform its obligations under this Agreement and to consummate all other agreements and transactions contemplated by it. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated by it do not require the Foundation to obtain the consent, waiver, approval, license, release, or authorization of any person or authority.

8.2 The Foundation's entering into and performance of this Agreement by does not and will not violate, conflict with, or result in a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which the Foundation is a party or by which it or any of the Foundation's property is or may become subject or bound, or violate any applicable law or government regulation.

8.3 The Foundation will, in performing its obligations under this Agreement, strictly comply with all applicable federal, state, and local laws, regulations, ordinances, and orders.

9. INDEMNIFICATION

9.1 The Foundation shall indemnify and hold harmless the District, its officers, directors, employees, agents, representatives, and affiliates from and against all claims, lawsuits, investigations, or demands and any and all costs, liabilities, damages, and expenses arising therefrom (including amounts paid in settlement and reasonable attorneys' fees) to the extent such claims, lawsuits, investigations, or demands arise out of or in connection with (i) the Foundation's breach or alleged breach of any covenants, warranties, or representations made herein, and/or (ii) any act or omission of the Foundation, its officers, directors, employees, agents, subcontractors, and/or representatives which results in (a) any bodily injury, sickness, disease, or death; (b) any injury or destruction to tangible or intangible property or any loss of use resulting therefrom; or (c) any violation of any applicable federal, state, and local law, regulation, ordinance, or order. The duty of the Foundation to indemnify and safe harmless includes the duty to defend as set forth in California Civil Code section 2778.

9.2 The Foundation waives any and all rights to any express or implied indemnity or right of contribution from the District and its officers, directors, employees, agents, representatives, and affiliates (including, without limitation, the Ross Valley Fire Department Joint Powers Authority), and the State of California and its officers, agents, and employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from the active negligence or the intentional

wrongdoing of the District and/or its officers, directors, employees, agents, representatives, and affiliates, and in the case of joint negligence, is in direct proportion to the District's share of fault.

10. RECORDS, AUDITS, AND SITE VISITS

10.1 The Foundation shall maintain a systematic accounting record of the receipt and disbursement of all Feasibility Funding and shall retain the substantiating documents such as bills, invoices, cancelled checks, and receipts in the Foundation's files for at least four (4) years following termination of this Agreement. The Foundation shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the District. The Foundation shall indicate the Feasibility Funding separately on its books of account but may commingle the Feasibility Funding with the Foundation's general account for uses consistent with its status as a tax-exempt organization under the Code. The Foundation agrees promptly to furnish to the District copies of such documents upon the District's request.

10.2 At its expense, the District may audit or have audited the Foundation's books and records, but only to the extent related to this Agreement, at any time during the Term and within four (4) years following the expiration or earlier termination of this Agreement. The Foundation shall provide all necessary assistance to the District in connection therewith. The Foundation shall allow the District and its representatives, at the District's request, to have reasonable access during regular business hours to the Foundation's files, records, accounts, personnel, clients, or other beneficiaries for the purpose of making such audits, verifications, or program evaluations as the District deems necessary or appropriate concerning this Agreement. The Foundation shall maintain accounting records sufficient to identify the Feasibility Funding and to whom and for what purpose such funds are or were expended.

11. NO ASSIGNMENT OR DELEGATION

The Foundation may not assign or otherwise transfer any rights or delegate any of the Foundation's obligations under this Agreement without prior written approval from the District.

12. COMPLIANCE MATTERS

During the Term of this Agreement:

12.1 The Foundation shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, sexual orientation, and denial of family care leave in performing the Project work or in the use of any property or facility acquired or developed pursuant to this Agreement.

12.2 The Foundation agrees to maintain in full force and effect all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this Agreement.

13. CHANGED CIRCUMSTANCES

The Foundation shall promptly notify the District in writing if any of the following events occurs or is likely to occur: (i) if there is any change in circumstances that might affect the Foundation's ability to perform under the Agreement or to pursue the completion of the Project; (ii) if the Foundation undergoes a merger, division, or other corporate reorganization; (iii) if the Foundation becomes subject to a proceeding under the Bankruptcy Code or other law relating to insolvency or make an assignment for the benefit of creditors; (iv) if the Foundation becomes subject to an investigation or proceeding brought by the Attorney General or any other regulatory agency; or (v) if the Foundation receives notice of any litigation or other legal action relating to the Project or the Foundation's performance under this Agreement, or is served with a subpoena or other legal process seeking to compel production of any data related to the Project or this Agreement.

14. DISPUTE RESOLUTION

14.1 Any dispute arising out of this Agreement (a "Dispute") shall be resolved solely according to the procedures set forth in this Section 14.

14.2 The Parties shall first negotiate in good faith to attempt to resolve the Dispute.

14.3 If the Dispute is not so resolved within thirty (30) days following the commencement of negotiations, then either Party may initiate mediation by an active member of the California State Bar with substantial experience handling complex business transactions or litigation. If the Parties are unable to agree upon a mediator within two (2) weeks following the initiation of mediation, then either Party may apply to the San Francisco, California office of JAMS or its successor for the appointment of a mediator from a panel maintained by that organization.

14.4 If the Parties are unable to resolve the Dispute(s) by mediation, then either Party may initiate arbitration of such Dispute(s). The arbitration shall be initiated and conducted according to the JAMS Comprehensive Arbitration Rules and Procedures, including the Optional Appeal Procedure provided for in such rules (the "Arbitration Rules"). The arbitration shall be conducted in San Rafael, California before a single neutral arbitrator appointed in accordance with the Arbitration Rules. Any appeal shall be heard and decided by a panel of three (3) neutral arbitrators. The single neutral arbitrator and the members of any Appeal Panel shall be active members of the California State Bar with substantial experience handling complex business transactions or litigation. If either Party refuses to perform any of its obligations under the final arbitration award (following appeal, if applicable) within the time specified therein or, if no such time is specified, within thirty (30) days of such award being rendered, then the other Party may enforce the final award in any court of competent jurisdiction.

14.5 Any Dispute that may not be arbitrated pursuant to applicable state or federal law shall be heard only in a court of competent jurisdiction in San Rafael, California and the Parties hereby consent to the jurisdiction of such court. If the court determines that the Dispute is not arbitrable, then it shall be resolved by the court, sitting without a jury; to the extent permitted by

law, the Parties hereby irrevocably waive their respective rights to trial by jury of any such Dispute. All other matters and claims for relief shall be subject to arbitration as set forth above.”

14.6 The Parties agree to diligently cooperate with one another and the person(s) appointed to resolve any dispute, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of such dispute.

15. NO JOINT VENTURE

Nothing contained in this Agreement shall be construed in any manner to imply or create a relationship between the District and the Foundation as partners, joint venturers, or agents of the other. The Foundation shall not act in any manner as the District’s agent or representative. The Foundation has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by the Foundation who are assisting in the performance of services under this Agreement. The Foundation shall be fully responsible for all matters relating to the payment of its employees and consultants, including compliance with tax, labor and all other laws and regulations governing such matters. The Foundation shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

16. GENERAL PROVISIONS

16.1 All notices, requests, directions, or other communications hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by wire or by email or by certified mail to the address of the respective Party below:

If to the District:

Sleepy Hollow Fire Protection District
1040 Butterfield Road
San Anselmo, California 94960-1148
Attn: Thomas J. Finn, Director/Secretary
e-mail: tfinn@well.com

With copy to:

Danielle S. Gensch, Esq.
Nossaman LLP
50 California Street, 29th Floor
San Francisco, California 94111
e-mail: dgensch@nossaman.com

If to the Foundation:

Sleepy Hollow Charitable Foundation

San Anselmo, California 94960
Attn: John Grubb, President
e-mail: jgrubb@bayareacouncil.com

With copy to:

_____, California _____
e-mail: _____

16.2 This Agreement, including the Exhibits attached hereto and incorporated herein, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and all prior or contemporaneous understanding or agreements, whether oral or

written, with respect to such subject matter are hereby superseded. This Agreement may be amended only by a written instrument signed by the Parties.

16.3 No delay or failure of either Party to exercise any right under this Agreement and no partial exercise of any right under the Agreement shall constitute a waiver of that right or any other right. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

16.4 In the event that any provision of this Agreement conflicts with governing law or if any provisions is held to be null, void, or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision shall be modified to the least extent necessary to render them valid and consistent with the Parties' intent, and (ii) the remaining terms and provisions of this Agreement shall remain in full force and effect.

16.5 The Parties agree that there are no third party beneficiaries to this Agreement other than those entitled to indemnification hereunder.

16.6 This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of California.

16.7 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized signing officers as of the Effective Date.

SLEEPY HOLLOW FIRE PROTECTION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SLEEPY HOLLOW CHARITABLE FOUNDATION

By: _____
Name: _____
Title: _____
Date: _____