



REQUEST FOR PROPOSALS

ON – CALL GRANT RESEARCH, WRITING, AND MANAGEMENT SERVICES

**PROPOSALS MUST BE RECEIVED BY
September 23, 2026**

Vista Fire Protection District 450
S. Melrose Dr.,
Vista, CA 92081

**Vista Fire Protection
District Request for
Proposals
ON-CALL GRANT RESEARCH, WRITING, AND
MANAGEMENT SERVICES**

Date: DATE

Department: District Manager's Office

Project Name: On-call Grant Research, Writing, and Management Services

Proposal Due Date: September 23, 2026

Time: Proposals must be submitted to:

Vista Fire Protection District
Attn: Administrative Manager
Karlena Rannals
450 S. Melrose Dr.
Vista, CA 92081

Due Date and Delivery

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. The proposer must submit a package clearly marked on the outside as **"Proposal for On-Call Grant Research, Writing, and Management Services"** to the District. The package must contain the following:

- Two (2) bound hard copies and one (1) electronic copy (flash drive is preferred method, emails not accepted) of the proposal; that includes the cost proposal in a separate section; and
- A signed W-9.

Proposals must be received by the Administrative Manager's Office **no later than (3:00) pm September 23, 2026**. Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

A. General Information

The Vista Fire Protection District (“District”) invites written proposals from qualified service providers to provide On-Call Grant Research, Writing, and Management Services. The successful consultant will be awarded a contract for a three (3) year period with two (2) one-year renewal options OR a five (5) year period, as determined to be in the District’s best interest. The services will be provided on an “on call” basis with no guaranteed minimum or maximum contract value. The proposal must clearly demonstrate how your organization would best satisfy the requirements of the District. This written Request for Proposal (RFP) states the scope of the District’s requirements and specifies the general rules for preparing the proposal.

There is no expressed or implied obligation for the District to reimburse responding consultants for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt. The District reserves the right to decline to award any contract or to award multiple on-call contracts in response to this RFP.

B. Description of the Government

The Vista Fire Protection District is adjacent to the City of Vista in San Diego County. The District is organized under the Fire Protection District Law of 1987 (Health and Safety Code Section 13800 et. Seq) to provide fire protection services within the Vista Fire Protection District. The elected board of directors makes all policy decisions.

The District is governed by a five-member elected Board of Directors. The Board is responsible for establishing policies, guidelines, and providing direction for Fire District staff. Board meets on the second Wednesday of each month.

The District was formed in 1944, approximately 19 square miles with an estimated population of 20,000. The District contracts with the City of Vista for emergency response and fire prevention services.

C. Background

The Vista Fire Protection District is seeking a consulting firm that can provide comprehensive grant research, writing, and management services to help the District obtain grant funding for identified projects and community priorities. Respondents should have demonstrated experience and expertise in the areas identified in the RFP and a proven track record of successful grant identification, acquisitions, and ability to secure funding for community-based projects. Firms should have experience with managing federal and California grant awards.

D. Addendum

The District may modify, clarify, or interpret the RFP by issuing an Addendum. Addendums to the RFP will be published and distributed through the District’s website. All addenda shall become a part of the RFP document requiring acknowledgment by the proposer.

E. Questions

Please direct any questions or concerns to Karlana Rannals @ info@vistafpd.org by (time) pm on (DATE). Only questions with “ON – CALL **Grant Research, Writing, and Management Services**” in the subject line will be accepted.

F. Evaluation and Selection

Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. An award, if any, will be made to the proposer(s) deemed by the District to have the requisite skill, qualifications, and experience needed performance the scope of work, with price being a contributing but not deciding factor in the District’s determination. The District may use some or all of the following criteria and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria below are not necessarily an all-inclusive list but are intended to guide proposers in formulating their response. The order in which they appear is not intended to indicate their relative importance.

POTENTIAL PROPOSAL EVALUATION CRITERIA	
EVALUATION CRITERIA	POINTS
Qualifications/Related Experience/References	25
Thoroughness and Understanding of the Project	25
Cost of Services	25
Interview/Demo (optional)	25
Total Points	100

The District reserves the right to reject any or all proposals, to request additional information concerning any proposal for purposes of clarification, to interview some or all of the proposers, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the District as determined by the District. The District may cancel this solicitation at any time. All proposals shall comply with any applicable and current federal, state, and other laws relative thereto. The District is not liable for any costs incurred by a proposer in connection with this RFQ. Costs for developing the proposal or any other such expenses incurred by a proposer in responding to the RFP are entirely the responsibility of proposer(s) and shall not be reimbursed in any manner by the District. No reimbursable cost may be incurred in anticipation of award.

Submission of a proposal indicates acceptance by the consultant of the conditions contained in this RFP and attached template professional services agreement unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between District and consultant selected.

The following is a tentative schedule of this RFP process. While the District will attempt to maintain this schedule, the following dates are merely projections, and the District reserves the right to modify this schedule as needed to accommodate the completion of this RFP process. The following is a tentative timeline for the evaluation and RFP selection procedure.

TENTATIVE PROJECT SCHEDULE	
RFP Published	August 13, 2026
Questions from Consultants Due	August 27, 2026
Questions and Answers Posted	September 4, 2026
Proposals Due	September 23, 2026
Interviews	October 6, 2026
Anticipated Contract Award	October 21, 2026

G. Scope of Services

The sections below provide the framework for the scope of services required. Any additional information that the consultant wishes to include will be helpful in making our decision.

1. Grant Funding Needs Assessment and Strategy
 - a. Participate in an initial introductory/all hands meeting with District executives and staff, and annually thereafter, to develop an overall strategy for identifying and securing grant funding.
 - b. Meet with District staff on a quarterly basis to identify grant funding needs and priorities and discuss current and potential grant opportunities.
2. Grant Monitoring and Research
 - a. Identify appropriate grant and grant programs opportunities, including but not limited to federal, state, and regional government organizations, as well as private foundations and businesses, to support the District's funding needs and priorities.
 - b. Research and analyze potential funding opportunities to determine its suitability to the District's needs and project eligibility requirements.
 - c. Based on grant funding research, recommend grants and grant programs to which the District qualifies to submit applications.
 - d. Inform staff of the details of identified grants and provide key information including funding program name and agency, available funding, key dates/deadlines, funding type (grant, loan, or incentive), required match, and cost share required.
3. Grant Writing
 - a. The consultant shall write and apply for grants as may be directed from time to time by District.
 - b. Prepare a strategic work plan for each grant application including key dates, responsibilities of consultant and staff for producing grant application content, key tasks, and specific deliverables.

- c. Provide grant proposal writing services associated with the completion of grant applications on behalf of the District, including the preparation of letters of intent, funding abstracts, production, and submittal of applications.
 - d. Ensure that all required components of each proposal are included in submission; ensuring adherence to grant evaluation criteria and ensuring each entire grant package is timely and correctly prepared in accordance with the requirements and restrictions of its respective funder's portal and technical submission requirements.
 - e. Work with designated District staff to edit grant applications for consistency of messaging, ensuring integration of grant requirements and succinctness prior to District final review and submittal to funder.
 - f. Organize facts, data, statistics, and narrative collected and written as a part of assigned projects, developing tabular or graphic data displays as appropriate, and making those items available to the District for future use.
- 4. Grant Management and Administration
 - a. If requested by District, upon award of grant, provide grant management and administration services, including but not limited to:
 - i. Prepare a schedule for the submission of required documents, including project milestones, progress and final reports and invoices to funding agencies, including key dates and responsibilities of consultant and staff for producing drafts and final deliverables.
 - ii. Ensure that all reporting components of the awarded grant are correctly prepared and submitted to meet the deadlines in accordance with funding agency requirements.
 - iii. Work with designated staff on all grant compliance components including all standard environmental, procurement, and compliance regulations, and also provide guidance on grant eligible costs and advise staff of analysis and strategic actions to fully utilize existing grant money and ensure 100% compliance.
 - iv. Review status and progress of grant with District staff on a monthly (or other agreed-to interval) basis and with funding agencies as needed.
 - v. Ensure project and grant reporting are "Audit Ready" upon completion by developing and maintaining an audit file with all documentation, including, but not limited to all compliance documents, financial documents, reports, reimbursement requests, and any other documentation relevant to the project's grant funding.
- 5. Ongoing Communication
 - a. Communicate with designated District staff regarding the work undertaken and upcoming grant opportunities.

- b. Submit monthly reports to the District summarizing the amount of time expended and describe activities undertaken during the previous month.

H. Technical Proposal Format

The proposal submitted for this project must follow the outline described below and must address all requested information.

1. Title Page
2. Table of Contents
3. Cover Letter

The Cover Letter shall be addressed to Karlana Rannals, District Manager's Office, and at minimum, must contain the following:

- a. Identification of consultant, including name, address, and telephone number.
- b. Name, title, address, and telephone number of contact person during period of proposal evaluation.
- c. Statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from the date of submittal.
- d. Signature of a person authorized to bind the consultant to the terms of the proposal.
- e. California Secretary of State business entity number.
- f. If a corporation, a resolution, or corporate bylaws illustrating who is authorized to sign contracts.

4. Introduction/Approach

In a brief narrative, describe the proposed solution by setting forth the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convey to the District that the consultant understands the objective of the requested service, the nature of the work, and the level of effort necessary to successfully provide the defined services. The narrative must stipulate how the consultant's approach and plans to provide the services are appropriate to the tasks involved.

Provide general information about the consultant, including size of the organization, location of offices, years in business, organizational chart, state of incorporation, names of owners and principal parties, and a statement of qualifications for performing the requested services. Include a statement indicating what differentiates your firm from other consultants.

5. Experience

Provide a summary of the consultant's qualifications and prior experience in providing the requested services. This section must include specific and detailed descriptions of similar projects performed, project results, client name and year completed.

6. Project Overview

Provide a narrative description of the project based on the scope of services presented in the RFP along with a detailed work plan. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths you may have related to this project.

7. Detailed Work Plan

Respond to all requirements defined in the scope of services. Include the steps needed to complete all tasks and any recommended additions to the list of tasks. Also, document assumptions used in development of the work tasks, including assistance needed from District staff and required hardware and software if applicable. If any of the requirements cannot be supported, provide a recommendation for an alternative approach.

8. Project Team

Identify the project team, including proposed sub-consultants, and provide brief resumes for key staff assigned to the engagement. Identify the geographic locations of the vendor and key personnel.

9. Quality Control

Provide a detailed description and/or examples of the consultant's quality control procedures that ensure all work products delivered to the District (i.e., drafts and final versions) are of high quality, accurate and have been thoroughly reviewed prior to delivery to the District.

10. References

Provide a complete list of other local governmental entities in California utilizing your grant research, writing, and management services over the past five (5) years. Provide at least three (3) references, past and present, using the same service being proposed and indicate the scope of services, date, name, email address, and telephone number of the client contact.

11. Required Statements

- a. A written statement by the consultant that it will comply with all applicable federal, state, and local laws and regulations applicable to the services. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.

- b. A written statement by the consultant agrees to allow access, as may be required by law or grant requirements, by authorized federal, state, District, or other local officials to place of work, books, documents, papers, fiscal records, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least four (4) years or such longer period required by the grant.
- c. A written statement that the consultant will not discriminate illegally against any employee or applicant for employment pursuant to applicable law.
- d. A written statement that the consultant shall comply with the California Labor Code and, if applicable, the Federal Labor Standards Act and implementing regulations, Federal Prevailing Wage Determinations and State of California Prevailing Wage Rates.
- e. A written statement certifying that consultant has no conflicts of interest within the meaning of federal or California law.

12. Professional Services Agreement

The District has provided a copy of the Professional Services Agreement. Please review this agreement and provide the District with a written statement of the consultant's willingness to accept the terms of the agreement. **Please specifically identify any term of the agreement which the consultant is unwilling to accept and the reason therefore (See Attachment No.1).**

I. Cost Proposal

The cost proposal must be submitted separately in a "sealed envelope" and include the following:

- 1. The District is open to consideration different or alternative rate structures, such as an hourly rate for services rendered, fixed fee per grant application, or other reasonable methodologies.
- 2. A copy of the consultant's hourly rate schedule, separated by type or nature of service as applicable, shall be provided. If consultants propose a flat fee rate structure, an hourly rate schedule must still be provided to allow District to compare rates for similar services.
- 3. Rate increases, cpi adjustments, or other rate escalators that are anticipated by consultant during the term of the contract must be included in the rate schedule. Proposals shall include a rate structure with options for both a 3-year term and a 5-year term. Rates should include all direct and indirect costs as well as out-of-pocket expenses incurred in providing the services. Any costs or items for which consultant will seek reimbursement shall be disclosed, together with the applicable rate of reimbursement.

J. Administrative Elements

1. The consultant must assign a responsible representative and an alternate to perform assigned tasks. Both staff members must be identified in the proposal. The consultant's representative will be responsible for all duties from contract negotiations through project completion. If the primary representative is unable to continue with the project, then the alternate representative will become the primary representative. Any other changes in responsible representative must be approved, in advance, by the District. The District will have the right to reject other proposed changes in personnel and may consider any other changes in responsible personnel a breach of contract.
2. The consultant shall provide all necessary personnel, instruments, equipment, and materials to perform the described services.
3. The District reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.

K. Insurance

Selected consultant(s) must comply with the insurance requirements described in the Professional Services Agreement and will be obligated to provide the District with Certificates of Insurance evidencing compliance prior to commencing work.

L. Subcontracting

The consultant may utilize the services of specialty subconsultants on those parts of the work that, under normal contracting practices, are performed by specialty subconsultants. Unless a specific subconsultant is listed by the consultant, the consultant is representing to the District that the consultant has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of the proposal, the consultant shall not award work to any unlisted subconsultant(s) without prior written approval from the District. The consultant shall be fully responsible to the District for the performance of his/her subconsultant(s) and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any subconsultant and the District.

M. Public Information

All materials received in response to this RFP will become public information and be available for inspection after the award of bid pursuant to the Public Records Act. The District reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

N. Attachments

Attachment No. 1 - Professional Services Agreement

VISTA FIRE PROTECTION DISTRICT PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated July __, 2026 ("Effective Date") between the VISTA FIRE PROTECTION DISTRICT, a California local agency organized and operating under the Fire Protection District Law of 1987 ("*DISTRICT*"), and _____ ("*CONSULTANT*"). *DISTRICT* and *CONSULTANT* are at times referred to herein jointly as "Parties" and individually as a "Party."

1. **TERM.** The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until *CONSULTANT*'s complete performance of the Services (defined below), unless extended upon the mutual written agreement of the Parties or earlier terminated pursuant to the termination provisions of this Agreement ("Term").

2. **SCOPE OF SERVICES.** Subject to the terms and conditions in this Agreement, *CONSULTANT* shall provide to *DISTRICT* those services that are specifically described in Exhibit "A" (the "Services").

3. **SCHEDULE OF PERFORMANCE.** *CONSULTANT* shall commence providing the Services immediately upon the Effective Date and perform all Services in the time described in Exhibit "A" ("Schedule of Performance"), or if not specified in Exhibit A in a timely and diligent manner reasonably acceptable to *DISTRICT*.

4. **COMPENSATION.** The total compensation paid to *CONSULTANT* for complete performance of the Services, including any authorized reimbursable expenses, shall NOT EXCEED the total maximum sum of \$_____ ("Compensation"). *CONSULTANT* shall be paid for performing the Services at the hourly rate basis specified in Exhibit "A" to this Agreement ("Compensation Schedule"), subject to the Not to Exceed Amount specified herein. The Compensation may only be increased by amending this Agreement.

5. **PAYMENT.**

5.1 **Invoices.** *CONSULTANT* shall submit monthly invoices to *DISTRICT* for the Services performed in the immediately preceding calendar month. (Ex: invoices for Services rendered in January should be submitted in February). The invoices shall describe in detail the Services rendered, the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. *CONSULTANT* shall remit the invoices to the address and in the manner specified by *DISTRICT*.

5.2 **Payment.** *DISTRICT* shall review all invoices and notify *CONSULTANT* in writing of any disputed charges or amounts. *DISTRICT* shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. *DISTRICT* shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to *CONSULTANT*.

6. **STANDARD OF SKILL.** *CONSULTANT* shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of *CONSULTANT*'s profession in California and shall at all times meet or exceed any applicable professional standards of care, workmanship, or conduct.

7. **INDEPENDENT CONTRACTOR.** *CONSULTANT* is and shall at all times remain as to *DISTRICT* a wholly independent contractor. Neither *DISTRICT* nor any of its agents shall have control over the conduct of *CONSULTANT*. *CONSULTANT* shall not at any time or in any

manner represent that it or any of its agents or employees are in any manner agents or employees of DISTRICT. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of DISTRICT or otherwise act on behalf of DISTRICT as an agent. CONSULTANT shall not have the status of an employee of DISTRICT for any purpose. CONSULTANT represents that it has, or will secure at its own expense, all personnel or equipment required to perform the Services under this Agreement.

8. ADMINISTRATION.

8.1 Districts' Representative. The Administrative Manager of the District shall be the District Representative with authority to administer this Agreement and oversee CONSULTANT's performance of the Services.

8.2 Consultant's Representative. Consultant's Representative shall be the individual executing this Agreement on behalf of CONSULTANT, except as otherwise agreed by the Parties in writing, said individual has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of DISTRICT, which consent shall not be unreasonably withheld.

9. INDEMNIFICATION AND HOLD HARMLESS.

9.1 CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify DISTRICT from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of DISTRICT, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend DISTRICT in any action or actions filed in connection with any Claims with counsel of DISTRICT's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by DISTRICT in connection therewith.

9.2 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold DISTRICT harmless from any and all taxes, assessments, penalties, and interest asserted by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and shall indemnify and hold DISTRICT harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10. INSURANCE. Prior to commencing performance of the Services, CONSULTANT will have in place insurance coverage pertaining to the Services in the amounts and types that are reasonable acceptable to the District Representative, and during all relevant times CONSULTANT shall keep and maintain such insurance in the forms, types, and amounts that are provided to the District Representative.

10. WORK PRODUCT.

10.1 Deliverables. CONSULTANT shall, in such time and in such form as DISTRICT may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by DISTRICT and upon completion or termination of this Agreement, deliver or return to DISTRICT all material furnished to CONSULTANT by DISTRICT.

10.2 Ownership. All reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of DISTRICT. All Work Product and any and all intellectual property rights arising from their creation shall be and remain the property of DISTRICT without restriction or limitation upon their use, duplication, or dissemination by DISTRICT upon final payment being made.

11. CONFIDENTIALITY. If CONSULTANT gains access to and use DISTRICT information regarding governmental affairs, processes, technical matters, systems, facilities, customer lists, product design, data, or other vital information which applicable law or DISTRICT considers privileged or confidential, CONSULTANT agrees to protect all such information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any such information to any third party without the prior written consent of DISTRICT.

12. ASSIGNMENT AND SUBCONTRACTING. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without DISTRICT's prior written consent, by and through the District Representative.

13. SUSPENSION AND TERMINATION. DISTRICT shall have the right at any time to temporarily suspend or terminate CONSULTANT's performance hereunder, in whole or in part, by giving a written notice to CONSULTANT. In the event of Termination, DISTRICT shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services.

14. CONFLICTS OF INTEREST. CONSULTANT shall comply with all applicable federal, state, and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 et seq.), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of DISTRICT or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor, without the written consent of DISTRICT.

15. MISCELLANEOUS TERMS.

15.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

15.2 Compliance with Laws. In performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local ordinances, regulations, and policies of the DISTRICT, County of San Diego, or City of Vista.

15.3 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

15.4 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be a court with jurisdiction that is located in the County of San Diego, California.

15.5 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

15.6 Severability. If any part, term, or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

15.7 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete, and exclusive statement of the terms of the agreement between DISTRICT and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations, or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

15.8 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

VISTA FIRE PROTECTION DISTRICT,

a California local agency

Signature	Signature
Name: Karlena Rannals	Name:
Title: Administrative Manager	Title:

EXHIBIT A

SERVICES. CONSULTANT shall provide to DISTRICT the following Services:

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2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

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3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

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