

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CRESCENT CITY HARBOR DISTRICT
AND
COMMUNITY SYSTEM SOLUTIONS**

This Agreement for Professional Services ("Agreement") is made and entered into this 1st day of July, 2026 by and between the Crescent City Harbor District, a special district organized pursuant to the California Harbors and Navigation Code ("District") and Community System Solutions, a California Non-profit Corporation ("Consultant"). District and Consultant are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

District is in need of professional services for Grant Management ("the Project").

Consultant has the necessary qualifications to provide such services for the Project.

The Parties desire to establish the terms for the District to retain the Consultant in order to provide the services described herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Services

Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit 'A' and hereby made a part of this Agreement; provided, however, that the contents of this Agreement shall supersede any provision in Exhibit 'A' that is inconsistent herewith.

Compensation

Subject to paragraphs 2(b) - (d) below, District shall pay for the services provided by Consultant in accordance with the Schedule of Charges set forth in Exhibit 'B' attached hereto and hereby made a part of this Agreement; provided, however that the contents of this Agreement shall supersede any provision in Exhibit 'B' that is inconsistent herewith.

In no event shall the total amount paid for services rendered by Consultant pursuant to this Agreement exceed the sum of One Hundred and Twenty Thousand Dollars (\$120,000) in the first twelve months. This Agreement is subject to and contingent on budgetary appropriations being approved by the District's Board of Harbor Commissioners for each fiscal year during the term of this Agreement. If such appropriations are not approved, the Agreement will be immediately terminated without penalty to the District.

Each month Consultant shall furnish District with an invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by categories, including labor, travel, materials, equipment, supplies, sub-consultant charges and miscellaneous expenses. District shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in paragraph 2(d). In the event any charges or expenses are disputed, the invoice shall be returned to the Consultant for correction and resubmission.

Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice; provided however, that untimely invoices may be subject to nonpayment if funding has not been appropriated or budgeted for payment of the invoice due to Consultant's untimely submission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Consultant.

Term of Agreement and Time of Performance

Consultant shall perform its services hereunder in a prompt and timely manner. Consultant is prepared to start work immediately. Work shall commence upon authorization from the District. The term of this Agreement shall be for a period of Twenty-Four (24) months from the date of execution of this Agreement unless terminated sooner pursuant to the provisions of this Agreement or when the services are complete. Such term may be extended upon written agreement of both District and Consultant.

Additional Work

Consultant shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by Consultant or the District, a change in the scope of the work shall be processed by the District in the following manner: (1) a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule, (2) an amendment to this Agreement shall be prepared by the District and executed by both parties before performance of such services or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

Maintenance of Records

Books, documents, papers, accounting records, and other evidence pertaining to work done and costs incurred pursuant to this Agreement shall be maintained by

Consultant and made available for inspection, audit and copying by the District at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under the Agreement.

Ownership and Use of Work

All documents and materials prepared pursuant to this Agreement shall be considered the property of District, and will be turned over to District upon demand, but in any event upon completion of the work. District reserves the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of Consultant. All documents and materials shall be delivered in a reproducible form. As used herein, "documents and materials" include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

Findings Confidential

Any reports, information, data or materials given to or prepared or assembled by Consultant under this Agreement are confidential and shall not be made available to any individual or organization by Consultant without prior written approval of District.

Conflict of Interest

Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of services pursuant to this Agreement.

Delays in Performance

Neither the District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

Compliance with Law

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in a claim for damage or liability to District, Consultant shall be responsible for indemnifying and holding the District harmless as provided in this Agreement.

Consultant shall assist the District, as requested, in obtaining and maintaining all permits, if any, required of Consultant by federal, state and local regulatory agencies.

Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Assignment and Subconsultants

Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. A consent to one assignment shall not be deemed to be consent to any subsequent assignment.

Independent Consultant

Consultant is retained as an independent Consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described in Exhibit 'A', subject to such directions and amendments from the District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

Consultant enters into this Agreement as, and shall continue to be, an independent consultant. All services shall be performed only by Consultant and Consultant's employees, if applicable. Under no circumstances shall Consultant, or any of Consultant's employees, look to the District as his or her employer, or as a partner, agent or principal. Neither Consultant, nor any of Consultant's employees, shall be entitled to any benefits accorded to District employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant's name, unemployment, disability, worker's compensation and other

insurance, as well as licenses and permits usual or necessary for conducting the services.

Integration

This Agreement represents the entire understanding of the District and Consultant as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

Insurance

Commercial General Liability

The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

Coverage for Commercial General Liability insurance shall be at least as broad as the following:

Insurance Services Office Commercial General Liability coverage
(Occurrence Form CG 0001)

Commercial General Liability Insurance must include coverage for the following:

Bodily Injury (including death) and Property Damage

Personal Injury/Advertising Injury

Premises/Operations Liability

Products/Completed Operations Liability

Aggregate Limits that Apply per Project

Contractual Liability with respect to this Agreement

Broad Form Property Damage

Independent Consultants Coverage

Sexual Misconduct Coverage, with no applicable sublimit

All such policies shall name the Crescent City Harbor District, its Board of Harbor Commissioners and each member thereof, its officers, employees, and agents as Additional Insureds under the policy.

The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District. All deductibles and self-insured retentions must be declared to the District prior to commencing work under this Agreement.

Professional Liability

The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Professional Liability Insurance, in a form and with insurance companies acceptable to the District.

Minimum Policy Limits Required

The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury (including death), personal injury and property damage
	<u>Combined Single Limit</u>
Professional Liability	\$1,000,000 per claim

If Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Evidence of Insurance Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative, Certificate of Insurance (most recent version of Acord 25 Form or equivalent), and Additional Insured Endorsement verifying compliance with the requirements. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

Policy Provisions Required

The Crescent City Harbor District, its Board of Harbor Commissioners and each member thereof, its officers, employees, and agents shall be named as an additional insured on the Commercial General Liability policy, and, if the Project involves environmental hazards, on the Pollution/Asbestos Liability policy using form 2010 1185 or equivalent. Any subconsultant, subconsultant or similar entity performing work on the Project must add the District as an additional insured using CG form 20 38, or broader coverage. Blanket endorsements may be accepted at District's discretion. All policies shall contain or shall be endorsed to contain a provision that advanced written notice of any cancellation, including cancellation for non-payment of premium, shall be provided to the District. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on endorsements. At the District's sole discretion, the requirement to endorse policies to provide advanced written notice of cancellation to the District may be waived upon the Consultant's agreement that it shall provide the District with copies of any notices of cancellation immediately upon receipt.

General Liability, Automobile Liability, and if required, Pollution Liability insurance policies shall contain a provision stating that the Consultant's policies are primary insurance and that the insurance of the District or any named additional insureds shall not be called upon to contribute to any loss.

Qualifying Insurers

All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State. Such insurance carrier shall have not less than an 'A' policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide. Due to market fluctuations in the Workers Compensation sector, the District reserves the right and at its sole discretion to review and accept the Consultant's proposed Workers compensation insurance.

Additional Insurance Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents the District may terminate the Agreement or may elect to withhold compensation in an amount sufficient to purchase insurance to replace any expired or insufficient coverage.

The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.

The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

Neither the District, nor its District Board, nor any member of thereof, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.

Indemnification

To the fullest extent permitted by law, Consultant agrees to indemnify, defend (with independent counsel approved by the District) and hold harmless the Crescent City Harbor District and its officers, employees and elected and appointed officials, and volunteers (each, an "Indemnified Party") from and against any and all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type, expressly including but not limited to those arising from bodily injury (including death) or property damage, arising out of or resulting from any act or omission to act of the

Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. The Consultant's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of an Indemnified Party. The acceptance or approval of the Consultant's work by an Indemnified Party shall not relieve or reduce the Consultant's indemnification obligation. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the District, its officials, officers, agents, employees or representatives. The provisions of this Section shall survive completion of the work under this Agreement or the termination of this Agreement and are not limited by the provisions relating to insurance.

Confidentiality

Consultant shall keep confidential all information, in whatever form, produced, prepared, observed or received by Consultant to the extent that such information is confidential by law or otherwise required by this Agreement.

Laws, Venue, and Attorneys' Fees

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in in the County of Del Norte, State of California or if in federal court, the U.S. District Court for the Northern District of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court. In the case of third-party litigation, all parties shall bear their one attorney costs. Neither party will agree to binding arbitration to resolve legal action.

Termination or Abandonment

District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. Consultant may terminate this Agreement at any time upon thirty (30) days written notice of termination to District.

If either Consultant or District fails to perform any material obligation under this Agreement, then, in addition to any other remedies, District or Consultant may terminate this Agreement immediately upon written notice.

Upon termination of this Agreement, all property belonging to District which is in Consultant's possession shall be returned to District. Consultant shall furnish District with a final invoice for work performed by Consultant. District shall have no obligation to pay Consultant for work performed after termination of this Agreement.

Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed as shown below and shall be effective upon receipt thereof.

DISTRICT

Name: Mike Rademaker
Title: Harbormaster
Crescent City Harbor District
101 Citizens Dock Road
Crescent City, CA 95531

CONSULTANT:

Name: Michael Bahr
Title: CEO
Community System Solutions
7806 Juarez Way
Fair Oaks CA 95628

Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

Severability and Waiver

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

Non-discrimination

Consultant will comply with all applicable federal, state and local laws, ordinances, and regulations, including the Americans with Disabilities Act (ADA), California Fair Employment and Housing Act (FEHA) and Title VII of the Civil Rights Act of 1964. Consultant will not discriminate in any way, against any person, on the ground of race, color, national origin, religion, religious creed, age (over 40), sex and gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, disability (mental and physical), medical condition, genetic information, marital status, or military and veteran status, in connection with services under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CRESCENT CITY HARBOR
DISTRICT:

By: _____
Michael Rademaker, CEO

CONSULTANT

By: _____
Michael Bahr, CEO

EXHIBIT 'A'

SCOPE OF SERVICES

5. Project Approach & Scope of Services

1. Overview

CSS' project approach is organized around the full lifecycle of MARAD grant administration, including award startup, financial tracking, reimbursement support, compliance documentation, coordination, audit readiness, reporting, and closeout. CSS will manage the PIDP 2022 and PIDP 2024 awards as separate but coordinated federal grants, using each executed grant agreement, the project-specific schedules, the applicable MARAD General Terms and Conditions, and incorporated exhibits as the basis for grant administration, allowing the District to manage the FY22 Seawall Replacement and FY24 Citizens' Dock Replacement together while maintaining separate records for each federal award.

CSS brings both technical grant expertise and an established, working relationship with the Crescent City Harbor District and its partners. Our combination of federal grant expertise and local experience allows CSS to support the Harbor in moving projects forward with confidence. In this contract, we would continue our project strategy assistance with CCHD through our active presence in Crescent City, providing accessible, on-the-ground coordination.

2. Grant Award Setup & Administration

At startup, CSS will review the executed MARAD grant agreements, terms and conditions, approved scopes of work, budgets, performance measures, and reporting requirements for both PIDP awards. We will undertake the following tasks:

- **Create Compliance Reporting Documents:** Create a compliance and reporting matrix for each grant. Each award matrix will identify the grant's approved scope, budget categories, period of performance, reporting deadlines, reimbursement requirements, performance measures, environmental documentation, labor commitments, procurement and contracting requirements, record retention requirements, and closeout deadlines. CSS will track requirements, prepare reports, identify documentation gaps, and maintain audit-ready grant files.
- **Requirements Review:** Review applicable MARAD award requirements, guidance, and training materials, including:
 - Executed PIDP grant agreements and project-specific schedules
 - Applicable PIDP General Terms and Conditions and incorporated exhibits
 - MARAD reporting instructions and performance measurement requirements
 - MARAD/Delphi eInvoicing grantee training materials
 - 2 CFR Part 200/Uniform Guidance
 - Domestic preference requirements, including Buy America requirements for infrastructure materials and Buy American Act requirements for applicable non-infrastructure spending
 - Required manufacturer and supplier certifications
 - Davis-Bacon and applicable labor/workforce commitments

- Federal record retention, internal controls, and audit requirements
 - Environmental documentation, permit commitments, and mitigation tracking requirements.
- **Reporting Setup:** Identify any grant accounting, reimbursement, reporting, or compliance setup items needed to support successful administration of the awards. This may include any and all of the following:
 - Payment and cash management procedures
 - Match and leveraged resources documentation
 - Delphi eInvoicing requirements
 - Internal CCHD controls
 - Cost principles and cost classifications
 - Budget management
 - Audit Requirements
 - SF-425 financial reporting
 - Quarterly MARAD reporting and recertification requirements
- **Grant Systems:** Assist the District in organizing system access needs, documenting procedures, and ensuring staff understand the steps required to support reimbursement, reporting, and grant documentation. CSS will also support access to and use of required grant systems and platforms including:
 - SAM.gov
 - Delphi eInvoicing
 - MARAD quarterly reporting
- **Grant Management Tools:** Prepare grant management tools and templates for both awards, including:
 - Narrative reporting template
 - Budget and expenditure tracking templates
 - Performance measure tracking tools for required MARAD Performance Measures:
 - Vessel Calls
 - Cargo Dwell Time
 - Closure From Natural Hazards
 - Workforce training by contractor
 - Grant report attachments template
 - Checklist of needed grant report documents
 - Schedule so all grant items are prepared and turned in on time
- **Tool Updates:** CSS will update these tools throughout the life of the contract as MARAD guidance, project timelines, reporting needs, or documentation requirements evolve. CSS will provide ongoing assistance and guidance to the District and coordinate with MARAD throughout the grant lifecycle as needed.

3. Financial Management & Compliance

CSS will work closely with the District's financial staff and accounting firm to support grant-related financial management for the PIDP 2022 and 2024 awards. CSS will undertake the following tasks:

- **Financial tracking:** Establish and maintain grant financial tracking tools, including award-level budget trackers, expenditure logs, reimbursement tracking tools, and documentation checklists for each grant.
- **Consolidated, shared budget with tracker:** Prepare and maintain a shared grant budget tracker that is updated as expenditures are incurred, reimbursements are requested, and grant funds are drawn down. The tracker will help the District monitor federal and non-federal share, match and leveraged resources, approved budget categories, cost classifications, reimbursement status, and remaining grant balances for each award.
- **Reimbursement documentation:** Assist with reimbursement documentation, including materials needed for SF-270 reimbursement requests through Delphi eInvoicing. CSS will coordinate with District staff, the accounting firm, project managers, contractors, consultants, and other relevant parties to collect invoices, payment records, cost detail, and backup documentation needed to support reimbursement requests and financial reporting.
- **Financial compliance:** Support financial compliance with applicable PIDP General Terms and Conditions, 2 CFR 200 cost principles, internal control requirements, record retention requirements and audit requirements. This includes helping the District organize documentation showing that grant funds are used for allowable allocable and properly documented project costs.
- **Separation of 2022 and 2024 financial records:** Assist the District maintain separate financial records for each PIDP award, including documentation needed to support audit reporting and closeout. This includes tracking expenditures by award year and project, including wages, maintaining backup documentation for federal and non-federal funds, and supporting documentation needed for the Schedule of Expenditures of Federal Awards and related audit requirements.
- **Manage financial information for quarterly reports:** Support quarterly financial reporting by collecting and organizing financial information, reimbursement records, invoices, budget updates, and cost documentation needed for MARAD quarterly reports and SF-425 financial reporting, CSS will also perform quarterly budget reconciliation support by comparing grant expenditures against approved budgets and identifying documentation gaps, budget concerns, or reimbursement timing issues.
- **Budget revisions:** Support preparation of revised budget materials, revised budget narratives, amendment language, statement of work updates, or modification request documentation. CSS will coordinate with the District and MARAD as needed to help ensure budget changes are documented and submitted through the appropriate process.

4. Reporting & Performance Management

CSS will support the timely preparation and submission of required MARAD reporting materials for both PIDP 2022 and PIDP 2024 awards. CSS will undertake the following tasks:

- **Calendar maintenance:** Maintain a reporting calendar for each award, track upcoming deadlines, identify required report components, and coordinate with District staff, accounting firm, project managers, contractors, consultants, and other project partners to collect the information needed for each reporting period.
- **Quarterly reporting:** Prepare quarterly reporting materials, including project status updates, narrative descriptions of progress, financial reporting information, performance data, required attachments, and supporting documentation.
- **Financial reporting:** Coordinate financial report components with the District's financial staff and accounting firm, including information needed for SF-425 reporting, while ensuring the narrative and performance materials are consistent with approved scope, schedule, budget, and MARAD reporting requirements.
- **Performance measurement and tracking:** Support performance measurement and reporting for the required MARAD PIDP performance measures identified in the grant agreements, including vessel calls, cargo dwell time, closures from natural hazards, and applicable workforce training documentation. Work with the District and project partners to identify data sources, collection methods, responsible parties, and reporting timelines for each measure.
- **Construction performance and reporting:** Support baseline performance reporting and post-construction performance reporting required under the MARAD General Terms and Conditions.
- **Award tracking documentation:** Maintain performance tracking separately for each award so the District can document the required data for each award separately, while coordinating data collection where the same project area, contractor, or operational source applies.
- **Review of documentation:** Review reporting materials for completeness, consistency, and documentation support before submission. If reporting issues, missing data, schedule changes, or performance concerns are identified, CSS will coordinate with the district to resolve them and, when needed, support communication with MARAD.
- **Progress meeting reporting:** Participate in progress meetings with the District to provide up to date financial, narrative, and performance reports and address questions.
- **Preparation of Board reports:** Prepare Board reports with project updates for Board agenda and prepare a report with action items after each meeting.
- **MARAD Coordination:** Coordinate with MARAD Project Contact. Support regular communication with the MARAD Contact to address any compliance questions, clarify reporting requirements, and align all grant activities with MARAD expectations. Coordinate with other relevant MARAD staff.

5. Stakeholder Coordination

CSS will provide coordination with the District, Harbormaster/CEO, Harbor Board, MARAD, project manager, accounting firm, contractors, consultants, and other project partners as needed to support successful grant administration. CSS will undertake the following tasks:

- **Information gathering:** Collect project, financial, compliance, and performance information from the appropriate parties and organized for reporting, reimbursement, documentation, and audit readiness.
- **Collaborative coordination:** Work with the project team to identify what information is needed, who is responsible for providing it, and when it is needed to meet grant deadlines. This includes coordinating information related to project status, construction progress, expenditures, performance measures, and other grant-related documentation.
- **Ensure consistent communication:** CSS will coordinate regular Project Status, Data Quality and Compliance meetings with the District and relevant project stakeholders. The purpose of these meetings will be to track project status, confirm upcoming deadlines, review documentation needs, verify data accuracy, and identify any issues that may affect grant reporting, reimbursement, compliance, or project timelines.
- **Provide frequent reports:** Compile information into updates and reports for the District. These updates will help the District monitor open action items, reporting needs, documentation gaps, performance data, and compliance requirements for both MARAD awards.
- **Share grant tracking information:** Provide and maintain grant tracking tools that can be accessed by designated internal project stakeholders. These tools may include reporting calendars, action item trackers, documentation checklists, performance measure trackers, and compliance matrices.

6. Subrecipient & Contractor Oversight

CSS will assist the District in maintaining grant documentation related to contractors, consultants, vendors, and any subrecipient or pass-through requirements that may apply to the awards. CSS will coordinate with the District, project manager, accounting firm, contractors, consultants, and MARAD as needed to ensure procurement, contractor, and project documentation is organized and aligned with applicable federal grant requirements. CSS will perform the following tasks as needed:

- **RFP and bid document development:** Assist with developing and managing RFPs and bid documents to help include applicable MARAD and federal grant requirements.
- **Contract documentation:** Support review of construction contracts and subcontracts for consistency with applicable MARAD grant requirements, federal funding rules, and required flow-down provisions.
- **Labor and workforce commitments:** Support documentation that construction contracts include applicable local hire commitments and the use of registered apprenticeships by contractors and subcontractors on the project.

- **Assist with Wage Data Collection process:** Help Harbor District or subcontractor establish methods for collecting wage data, including wage records, employer verification forms, pay stubs, and self-attestation to meet Davis Bacon and prevailing wage requirements of grant.
- **Equipment and material purchases:** Support review of equipment purchases, material purchases, and purchase orders for consistency with the approved grant scope, budget, Buy America and domestic preference requirements, required certifications, and any waiver documentation required by MARAD.
- **Data validation procedures:** Develop and maintain data validation procedures for contractors, subcontractors, consultants, vendors, and subrecipient records, including review of documentation for completeness, consistency, and reporting support.
- **Invoice and budget review:** Review invoices for consistency with approved grant budget categories, project scope, reimbursement requirements, and required backup documentation.
- **Project status, data quality, and compliance meetings:** Coordinate monthly and quarterly reviews with the District and Project Manager to ensure project tracking elements, data accuracy, budget alignment, and timeline compliance.

7. Compliance, Risk Management & Audit Support

CSS will provide the District with compliance tracking, risk management, and audit readiness. CSS will maintain organized grant records, identify documentation gaps, and help the District prepare for internal review, annual audit needs, MARAD monitoring, and closeout. CSS will undertake the following tasks:

- **Project status, data quality and compliance tracking:** Maintain up-to-date records of the project status, reporting data, and compliance documentation based on all information collected from the District, Project Manager, contractors, consultants, and other project stakeholders.
- **Periodic compliance review:** Conduct periodic compliance reviews to identify missing documentation, reporting issues, budget concerns, reimbursement timing issues, procurement questions, or other items that may affect grant compliance or audit readiness.
- **Annual compliance review:** Support an annual compliance review to help prepare for audits and confirm continued adherence to MARAD standards, PIDP General Terms and Conditions, and applicable federal grant requirements.
- **Internal district audit support:** Organize grant quarterly records, reimbursement documentation, financial backup, reporting materials, procurement records, and other grant files needed to support the District's audit process.
- **MARAD monitoring and audit support:** Support the District in responding to MARAD monitoring, information requests, or audit-related inquiries by helping compile reports, records, correspondence, and supporting documentation
- **Federal audit documentation:** Support the District and its accounting professionals by organizing grant records and documentation needed for audit reporting and Federal Audit Clearinghouse submission, if applicable.

- **Conditions of award and federal requirements:** Support the District in documenting compliance with applicable grant conditions, MARAD requirements, and federal grant requirements
- **Policy and procedure review:** Review existing Harbor District policies and procedures related to federal grant administration and identify any updates or new policies that may be needed to support compliance with MARAD awards.
- **Policy development support:** Assist with drafting grant-related policies or procedures for District review and Board consideration when needed.
- **MARAD exhibits and require documentation:** Review applicable exhibits to the MARAD grant agreements and help track required documentation, certifications, and compliance materials throughout the grant lifecycle.

8. Grant Closeout

CSS will support closeout for both the PIDP 2022 and PIDP 2024 awards in accordance with MARAD requirements, the applicable General Terms and Conditions, and 2 CFR Part 200.344. CSS will begin closeout planning before the end of the project period, so the District has time to resolve documentation gaps, finalize financial records, and prepare required final reports. CSS will undertake the following tasks:

- **Closeout planning:** Prepare and maintain closeout checklists for each award to track final reporting, financial documentation, performance data, reimbursement records, and required closeout materials.
- **Final reporting:** Support preparation and submission of final financial, performance, narrative, and other reports required by the Federal award within applicable closeout timelines.
- **Final financial documentation:** Coordinate with the District's financial staff and accounting firm to organize final expenditure records, reimbursement documentation, match documentation, remaining balances, and backup materials.
- **Final Documents:** Support the District and accounting team in tracking of obligations and final reimbursement documentation within applicable federal timelines.
- **Property and equipment documentation:** Organize documentation for any property, equipment, materials, or grant-funded items that must be accounted for at closeout.
- **Performance measure documentation:** Support final performance reporting, including required data for vessel calls, cargo dwell times, closures from natural hazards, and applicable workforce training documentation.
- **Audit-ready closeout files:** Organize final grant files so reports, reimbursement records, procurement documentation, labor records, performance data, correspondence, and closeout materials are complete and accessible.
- **MARAD coordination:** Coordinate with MARAD as needed to address closeout questions, documentation requests, final reporting requirements, or other closeout items.

9. Grant Systems & Tools Management

CSS will create and maintain grant management systems and tools for both the PIDP 2022 and 2024 awards. CSS will update these tools throughout the contract as MARAD guidance, project timelines, reporting needs, or documentation requirements evolve. These tools will help the District manage the two grants together while maintaining separate records, deadlines, documentation, and reporting files for each federal award. CSS will undertake the following tasks:

- **Award-specific compliance matrices:** Create and maintain separate compliance matrices for the 2022 PIDP and 2024 PIDP awards.
- **Reporting calendar:** Maintain a master reporting calendar that tracks quarterly reports, financial reporting needs, performance reporting deadlines, reimbursement timing, Board update needs, and closeout milestones.
- **Budget and expenditure tracking tools:** Maintain budget and expenditure tracking templates to support monitoring of approved budget categories, grant expenditures, reimbursements, federal and non-federal share, match documentation, and remaining balances.
- **Reimbursement documentation tools:** Maintain reimbursement checklists and supporting documentation trackers for SF-270 reimbursement requests, invoices, payment records, cost detail, and required backup.
- **Performance measure tracking tools:** Create project data tracking tools and track required MARAD Performance Measures in the PIDP contracts, including:
 - Vessel Calls - The number of vessels calling to the area defined in the Project study area. Must be reported in total and disaggregated by any of the following where applicable: vessel type (e.g., container, bulk, ro-ro, LNG), freight capacity, vessel length, or other.
 - Cargo Dwell Time - Average Cargo Dwell Time (Hours per Ton or TEU). Dwell Time is defined as the time between cargo arrival and departure (by vessel, truck, or rail).
 - Closure From Natural Hazards - State of Good Repair. Total Hours of Facility Closure per Year.
 - High-quality workforce training programs offered by contractors on the project with local hire agreements.
- **Grant Management reporting templates:** Prepare and maintain templates for quarterly project progress reports, narrative updates, financial report support, required attachments, and supporting documentation.
- **Contractor and procurement documentation tools:** Maintain checklists and trackers for procurement files, contractor records, subcontracts, purchase orders, certifications, labor documentation, and other grant-required backup materials.

- **Environmental and labor documentation trackers:** Track documentation related to environmental commitments, permit conditions, mitigation records, local hire commitments, registered apprenticeship requirements, Davis-Bacon documentation and workforce training commitments.
- **Action item tracking:** Maintain action item trackers to identify open items, responsible parties, due dates, and follow-up needs.
- **Closeout checklist:** Maintain a closeout planning checklist for each award to support final reporting, final financial documentation, performance reporting, and audit-ready files.

10. Regular Project Updates to Harbor Management

CSS will maintain communication with the harbor throughout the entire grants management process. CSS will provide updates on grant administration, reporting deadlines, reimbursement status, documentation needs, compliance items, open action items, and issues requiring District attention. We will undertake the following tasks:

- **Harbor Master coordination:** Meet regularly with the Harbormaster/CEO to review grant status, upcoming deadlines, documentation needs, reimbursement status, open action items, and any issues requiring District direction.
- **Project Manager coordination:** Meet with the Project Manager as needed to collect data and reporting items for narrative report
- **Accounting coordination:** Meet with the Harbor accounting firm as needed to track grant expenditures, financial reporting needs, and budget reconciliation items.
- **Board updates:** Prepare monthly Board report materials or grant update summaries for the Harbor Commissioners when requested.
- **Status summaries:** Provide status summaries identifying completed items, upcoming deadlines, missing documentation, open action items, responsible parties, and potential issues affecting reporting, reimbursement, compliance or project timelines.
- **Meeting follow-up:** Prepare action item lists or meeting summaries when needed to support follow-through and keep grant administration moving on schedule.

11. Work with the Harbor District to define the information needed to meet the scope of work

Upon selection, CSS will work with the harbor to define the information, documentation, data, and backup materials needed to meet the grant management scope of work for both MARAD awards. This will help clarify what information is needed, who is responsible for providing it, when it is needed, and how it will be organized for reporting, reimbursement, compliance, and closeout. We will undertake the following tasks:

- **Confirm information needs:** Review the grant management scope with the District and identify the information needed to support award setup, reporting, reimbursement, compliance tracking, contractor documentation, reporting, and closeout.

- **Identify responsible parties:** Work with the District to identify which information must come from District staff, the accounting firm, project manager, contractors, consultants, MARAD, or other project partners.
- **Define documentation deadlines:** Establish timelines for recurring documentation needs including quarterly reports, reimbursement requests, financial backup, performance data, procurement records, labor documentation, environmental documentation, and closeout materials.
- **Create information request tools:** Prepare checklists, templates, and tracking tools to help the project team collect information by reporting deadlines.
- **Update information needs as the project evolves:** Revise information requests and tracking tools as MARAD requirements, project timelines, reporting needs, or implementation conditions change.
- **Support clear communication:** Coordinate with the District and project partners so information requests are clear, organized, and tied to specific reporting reimbursement, compliance, or closeout needs.

12. Provide the documentation needed by the Harbor District to meet the scope of work deliverables

CSS will prepare, organize, and provide all necessary grant-related documentation needed to support the District's scope of work deliverables for both MARAD awards. CSS will work to prepare materials in a timely manner, so the District has sufficient time to review documents before submission deadlines, Board meetings, reimbursement requests or other required actions. CSS will provide documentation support for the following:

- **MARAD reporting:** Prepare draft quarterly reporting materials, narrative updates, performance information, report attachments, and supporting documentation.
- **Financial and reimbursement documentation:** Organize reimbursement backup, SF-270 support materials, invoices, payment records, budget tracking documents, and cost detail.
- **Board and management updates:** Prepare grant update materials, Board report language, status summaries, and action item lists when requested.
- **Procurement and contractor documentation:** organize contractor files, procurement records, bid and RFP documentation, subcontracts, purchase orders, required certifications, labor documentation. And contractor backup materials.
- **Compliance documentation:** prepare and maintain checklists, tracking tools, policy/procedure support materials, environmental documentation trackers, labor compliance trackers and other records to support grant compliance.
- **MARAD correspondence support:** Draft or organize information needed for MARAD communications, clarification requests, reporting follow-up, budget modification support, or documentation requests.

- **Closeout documentation:** Prepare closeout checklists, final report materials, final financial documentation support, performance records, and audit-ready closeout files.
- **File maintenance and retention:** CSS will maintain organized files for grant-related documents so the District can access reports, reimbursement records, correspondence, compliance materials, and backup documentation throughout the life of the contract.

13. Identify any issues that may impact the scope of work

Throughout the contract, CSS will monitor grant administration, reporting, reimbursement, compliance, and project implementation to identify issues that may affect grant performance. CSS will communicate concerns to the District and help coordinate next steps. CSS will track issues related to:

- Reporting or reimbursement delays
- Missing backup documentation
- Budget, scope, or schedule changes
- Contractor, procurement, or labor documentation gaps
- Performance measure data issues
- Environmental or compliance documentation needs
- Audit readiness or closeout concerns

CSS will coordinate with the District, project team, accounting firm, contractors, consultants, or MARAD as needed to support resolution of any issues that arise.

14. Report directly to the Harbormaster/CEO and work in tangent with other Harbor employees and contractors working on this project

CSS will continue our ongoing collaborative working relationship with the Harbormaster/CEO, Commissioners and District staff. CSS will report directly to the Harbormaster/CEO and will coordinate with the Harbor staff, the Harbor Board, project manager, accounting firm, contractors, consultants, MARAD, and other project partners. CSS will provide one clear grant management point of contact, support regular communication, collect needed documentation, track open items and deadlines, support MARAD communication, and keep Harbor leadership informed throughout the contract.

EXHIBIT 'B'
SCHEDULE OF CHARGES

CSS Hourly Team Rates

Role	Staff Member	Hourly Rate
Project Team Lead	Mike Bahr	\$100 / hour
Grant Project Lead	Benita Jangala	\$75 / hour
Grant Systems Set Up	Aislene Delane	\$75 / hour
Data Management	Trinket Glasgow	\$65 / hour
Technical Support	Mika McKenzie	\$65 / hour
Operations Support	Sami Burns	\$55 / hour