CRESCENT CITY HARBOR DISTRICT

Request for Proposals

Consultant to Develop a 10-Year Strategic Plan

CRESCENT CITY HARBOR DISTRICT
101 Citizens Dock Road
Crescent City, CA 95531

Proposals Due: Wednesday, December 2, 2026, 5:00 p.m.

Section 1: RFP Overview

The Crescent City Harbor District (the "District") is soliciting proposals from qualified consultants (each, a "Proposer") to develop a new 10-Year Strategic Plan (the "Strategic Plan") for the District.

A detailed scope of work for this project is included in **Section 4: Scope of Work**.

The District has been awarded Hazard Mitigation Grant Program (HMGP) funds, administered by the California Governor's Office of Emergency Services (Cal OES) and funded by the Federal Emergency Management Agency (FEMA), to develop strategies to prioritize, select, and develop mitigation projects at the Harbor. The Strategic Plan will help the District meet those goals.

The District's current 10-Year Strategic Plan was created in 2018 and is scheduled to end in 2028. The plan has not been updated since it was created.

The District would like to hire a consultant who can create and deliver a first draft of the new Strategic Plan by December 31, 2026, and the final draft by January 27, 2027.

At that point, the consultant's work will be complete, and the final draft of the Strategic Plan will be handed off to the District to take through the public hearing and adoption process.

Section 2: Submission Process

- Proposals must be received by the District no later than 5:00 p.m. (Pacific Time) on Wednesday, December 2, 2026.
- Proposals must be submitted by email to khanks@ccharbor.com.

Contact Information

Direct all questions or comments by email to Mike Rademaker, CEO/Harbormaster, at mrademaker@ccharbor.com.

Section 3: Proposal Requirements

Proposals are limited to 15 pages, excluding the cover letter, resumes, and fee proposal. Use 11-point type or larger. Organize the proposal in the following order:

1. **Cover Letter**
   The cover letter should indicate the name of the firm submitting the proposal and the name of the person authorized to negotiate and commit on behalf of the firm.

2. **Qualifications**
   Provide background information about the firm, including organizational structure, year founded, office location(s), number of employees, and areas of specialization. Indicate whether the firm qualifies as a local business, small business, Disadvantaged Business Enterprise, minority-owned business, or women-owned business.

3. **Relevant Project Experience**
   Provide at least two examples from the last five years in which members of the proposed team completed similar services.

4. **Project Organization**
   Describe the firm's proposed organization for performing the services. Include an organization chart and summary-level resumes of the individuals proposed for the project team.

5. **Project Approach**
   Provide a definitive approach to this project, including a list and narrative description of the tasks to be performed as part of the firm's proposed services. The approach should address each task described in Section 4.

6. **Fees**
   Provide a fee for each task described in Section 4, together with the hourly billing rates of each proposed team member. Fees must include all labor, travel, and other expenses necessary to perform the work; no expenses will be reimbursed separately from or in addition to the not-to-exceed amount. The District intends to contract with the selected consultant on a not-to-exceed, time-and-materials basis and reserves the right to remove tasks from the final award.

7. **Schedule**
   Provide a task-by-task schedule showing how the Proposer will meet the milestones in Section 4.3. Proposals should identify any modifications to the tasks or timeline that the Proposer recommends.

Section 4: Scope of Work

4.1 Purpose and Objectives

The Strategic Plan will guide the District's decisions for the next ten years. It will articulate the District's mission, vision, goals, and priorities; identify and prioritize hazard mitigation projects at the Harbor, consistent with the purpose of the HMGP funds supporting this

project; and set out a practical implementation plan that the District can use to guide budgeting, capital planning, grant applications, and day-to-day decision-making.

The selected consultant (the "Consultant") shall furnish the labor, expertise, and materials necessary to complete the tasks described in Section 4.2. These tasks describe the District's anticipated scope of work. Proposers may recommend additions, deletions, or modifications that would improve the Strategic Plan or the schedule (see Section 3, item 7). The final scope of work will be set out in Attachment A to the Professional Services Agreement (Exhibit 1).

4.2 Tasks

Task 1: Project Initiation and Management

- Within five (5) business days after the notice to proceed, hold a kickoff meeting with District staff to confirm project objectives, roles, communication protocols, the schedule, and the content and format of the Strategic Plan.
- Prepare a data request identifying the plans, studies, grant applications, budgets, and other documents the Consultant needs from the District.
- Hold brief weekly progress check-ins with District staff.
- Promptly notify the District of any issues, data gaps, or risks that may affect the scope of work, schedule, or budget, together with recommended solutions.
- Provide the documentation the District needs to meet the scope-of-work, reporting, and reimbursement requirements of the grant funding this project, including monthly invoices with progress summaries by task.

Deliverables: kickoff meeting agenda and summary; final work plan and schedule; data request; and monthly progress summaries.

Task 2: Plan Assessment and Document Review

- Assess progress on the District's 2018–2028 Strategic Plan and other plans adopted since 2018, identifying for each goal or action whether it has been completed, is in progress, has not been started, or is no longer relevant.
- Review the plans, studies, and other documents that District staff and the District's Board of Harbor Commissioners (the "Board") have prepared or adopted since 2018, and incorporate and synthesize their relevant elements.
- Review the grant applications the District has submitted since 2018 to identify and synthesize key District priorities.

- Review the economic development plans of the City of Crescent City and the County of Del Norte, and incorporate and synthesize concepts relevant to the new Strategic Plan.
- Identify the major construction projects the District is undertaking or plans to undertake in the next several years, and incorporate them into the Strategic Plan.

Deliverable: a concise summary memorandum of findings, which may be incorporated into the Strategic Plan as an appendix.

Task 3: Hazard Assessment and Mitigation Project Prioritization

- Identify the natural hazards and other issues that affect or may affect Harbor facilities, operations, and users (for example, tsunami, earthquake, coastal storms and flooding, sea-level rise, and sedimentation), drawing on existing hazard mitigation plans and studies that apply to the Harbor and on information provided by the District.
- In consultation with District staff, develop clear and objective criteria for prioritizing mitigation projects, such as reduction of risk to life safety and critical facilities, operational and economic benefits, estimated cost, technical feasibility, readiness, and eligibility for grant funding.
- Apply the criteria to identify and rank future mitigation projects at the Harbor.

Deliverable: prioritization criteria and a ranked list of mitigation projects, with a brief description, order-of-magnitude cost estimate, and potential funding sources for each high-priority project.

Task 4: Board, Staff, and Public Engagement

- Interview each member of the Board individually to identify Commissioners' priority projects and goals. Interviews must be conducted one-on-one, and the Consultant shall not relay one Commissioner's views to another in a manner that could constitute a serial meeting under the Ralph M. Brown Act (Government Code section 54952.2).
- Interview the CEO/Harbormaster and other key District staff.
- Plan and facilitate one public workshop in January 2027 to present the working draft of the Strategic Plan and obtain feedback, and incorporate that feedback into the final draft. The Consultant will prepare the presentation and workshop materials; the District will provide the venue and public notice.
- *Optional:* Proposers may propose, as a separately priced optional item, a limited number of interviews with, or a brief survey of, other stakeholders, such as harbor

tenants, commercial and recreational fishing interests, tribal governments, and partner agencies.

Deliverables: summary of key themes from the interviews; workshop presentation and materials; and summary of public comments received.

Task 5: Strategic Plan Development

- Working with District staff, confirm the content, organization, and format of the Strategic Plan, and submit an annotated outline for District approval before preparing the first draft.
- In consultation with District staff and the Board, articulate a new mission, vision, goals, and priorities for the ten-year planning horizon, distinguishing near-term priorities (years 1–5) from longer-term priorities (years 6–10).
- Prepare an implementation plan that identifies, for each priority action, the responsible party, timeline, estimated cost, potential funding sources, and performance measures.
- Recommend a method for measuring and reporting progress toward the Strategic Plan's goals, including the format and frequency of progress reports to the Board (for example, an annual report) and a review and update cycle for the Strategic Plan.
- Prepare the first (working) draft of the Strategic Plan, including an executive summary, for District review.

Deliverables: annotated outline and first draft of the Strategic Plan (due December 31, 2026).

Task 6: Final Strategic Plan

- Revise the first draft to address the District's consolidated comments and the feedback received at the public workshop.
- Deliver the final draft of the Strategic Plan by January 27, 2027, ready for the District to take through the public hearing and adoption process.
- Prepare a summary presentation that District staff can use at public hearings on the Strategic Plan.
- *Optional:* Proposers may price, as an optional item, attendance at the Board meeting at which the Strategic Plan is considered for adoption.

Deliverables: final draft of the Strategic Plan in editable Microsoft Word format and as a PDF suitable for posting on the District's website; native files for all tables, graphics, and maps; and the summary presentation.

4.3 Schedule and Key Milestones

Proposers should plan their work around the following milestones:

Milestone	Date
Proposals due	Wednesday, December 2, 2026, 5:00 p.m.
Anticipated award by the Board	December 9, 2026
Kickoff meeting	Within five (5) business days after notice to proceed
Board and staff interviews; document review	December 2026
First draft of the Strategic Plan	December 31, 2026
Public workshop on the working draft	January 2027 (date to be set by the District)
Final draft of the Strategic Plan	January 27, 2027

Interviews and progress meetings may be conducted virtually. Unless a Proposer proposes otherwise, Proposers should assume that the public workshop will be held in person in Crescent City.

4.4 District Responsibilities

The District will:

- designate a project manager to serve as the Consultant's primary point of contact;
- provide the available plans, studies, grant applications, budgets, and other documents identified in the Consultant's data request;
- assist in scheduling Board and staff interviews;
- provide the venue and public notice for the public workshop; and
- endeavor to provide consolidated comments on draft deliverables within five (5) business days after receipt.

Section 5: Proposal Evaluation Criteria

The District intends to select the Proposer that best demonstrates the competence and professional qualifications necessary to perform the work required at a fair and reasonable cost, after consideration of all evaluation criteria set forth below.

Selection will be based on the following criteria:

1. Qualifications and relevant experience of the firm and the proposed project team.
2. Ability to meet the requirements of the scope of work.
3. Ability to meet the timeline.
4. Proposed fee structure and cost of services.
5. Ability to comply with the federal laws and regulations applicable to a contract awarded under this RFP (see Exhibit 1, including Attachment C).
6. Completeness of the proposal and responsiveness to this RFP.

The above factors, along with other factors that the District may deem appropriate, will be used to identify the proposal that represents the best value, which will be the basis for the contract award. The criteria listed above are not presented in any order of priority or preference.

All interested parties are encouraged to submit proposals in response to this RFP, as the award will not be based solely on the lowest-cost proposal. Total cost will be considered, but each Proposer's capabilities, competence, and capacity will also be weighed.

Note: The District reserves the right to waive minor informalities or irregularities in any proposal if doing so allows the District to select the proposal(s) that, in the District's sole opinion, would best serve the needs of the District within budget limitations.

Section 6: Award Process

Award Determination

Given the very short timeline for this project, it is anticipated that proposals will be reviewed by the Board at its December 9, 2026, meeting and that the contract will be awarded at that meeting.

Section 7: Process Integrity Requirements

A. Conflict of Interest Certification. By submitting a proposal, each Proposer certifies that:

1. The Proposer and its officers, employees, and agents are in compliance with all applicable conflict of interest laws, including but not limited to California Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.).
2. No officer, employee, or commissioner of the District has any direct or indirect financial interest in the proposal, the Proposer, or any resulting agreement, other than interests permitted under applicable law.
3. The Proposer will immediately disclose to the District in writing any actual, potential, or perceived conflict of interest that arises during the RFP process or during the term of any resulting agreement.

B. Public Records Disclaimer. All proposals submitted in response to this RFP shall become the property of the District. Proposals are subject to public disclosure under the California Public Records Act (Government Code section 7920.000 et seq.), except for materials that are exempt from disclosure under the Act.

A Proposer claiming that any portion of its proposal is exempt from disclosure must clearly mark each page containing such information as "CONFIDENTIAL" and must identify the specific exemption(s) under the Public Records Act that support nondisclosure.

Marking a document as "CONFIDENTIAL" does not guarantee that it will be withheld from disclosure; the District will make its own determination in response to any request for records. The Proposer shall bear the risk of disclosure if a court determines that the materials are not exempt, and the Proposer shall indemnify and hold harmless the District against any claims, actions, or costs arising from the District's compliance or non-compliance with the Public Records Act in relation to the Proposer's materials.

C. Right to Reject All Proposals. The District reserves the right, in its sole and absolute discretion, to reject any or all proposals, to waive any immaterial irregularities in proposals received, and to terminate or reissue this RFP at any time without liability to any Proposer. Submission of a proposal shall constitute acknowledgment and acceptance of these conditions.

D. No Reliance on RFP Representations. Proposers are solely responsible for their own review and verification of the information in this RFP and in any plans, reports, or other documents the District makes available. Such information is provided for convenience only; the District makes no representations or warranties regarding its accuracy or completeness,

and no statement in this RFP or by District staff shall create any binding obligation on the District.

E. Right Not to Enter into a Contract. The District reserves the right, in its sole and absolute discretion, not to enter into any contract for this project, for any reason, including if funding for this project is not secured.

Exhibit 1

CCHD Template Agreement for Professional Services, with Attachment C, Federal and Grant Funding Provisions

CRESCENT CITY HARBOR DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Agreement ("***Agreement***") for professional services is made on _____, 2026, between the Crescent City Harbor District, a California special district ("***District***"), and _____, a _____ corporation ("***Consultant***").

1. Scope of Services. Consultant shall provide to District the professional services described in the Scope of Services, attached hereto as **Attachment A,** and incorporated herein (the "***Services***"). Only the District's governing body may authorize any change or addition to the Scope of Services specified in **Attachment A**. Any such authorization shall be in writing and signed by the parties to be effective.

2. Term. This Agreement shall become effective on _____, 2026, and shall continue in effect until the Services are completed, unless terminated sooner in accordance with Section 12 of this Agreement. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

3. Compensation.

For the full and satisfactory completion of the Services described in **Attachment A**, District shall pay Consultant on a time-and-materials, as-needed basis, subject to the Not-to-Exceed Amount set forth below, in accordance with the methods and specific amounts described in this section.

3.1 District shall pay Consultant for labor and other project costs in accordance with the fee schedule in **Attachment A**, subject to the Not-to-Exceed Amount set forth in Section 3.3.

3.2 Consultant shall not be compensated for services outside the Scope of Services unless District approves the additional services in writing and the parties execute an amendment to this Agreement before the additional services are performed. The list of potential additional services in **Attachment A** does not itself authorize any additional work or compensation.

3.3 **Not-to-Exceed Amount.** Consultant shall complete the Services for an aggregate Not-to-Exceed Amount of _____ ($_____). In no event shall District be obligated to pay more than the Not-to-Exceed Amount without a

written amendment executed by the parties. The Not-to-Exceed Amount is based on the scope, assumptions and exclusions, fee and task budget, and schedule in **Attachment A**, and includes all labor, travel, meals and incidentals, subconsultant costs, and other project expenses necessary to perform the Services. If Consultant exceeds the Not-to-Exceed Amount without a written amendment, Consultant does so at its own financial risk. If Consultant believes a modification to the Scope of Services is warranted because an assumption changes, excluded work becomes necessary, or additional information is required, Consultant may submit a written request describing the proposed change and any resulting adjustment to compensation or schedule. District may approve, reject, or request modification of the proposed change in its discretion. No increase in the Not-to-Exceed Amount is effective unless set forth in a written amendment executed by the parties.

4. Prevailing Wage Laws. Services by persons deemed to be employees of Consultant may be subject to prevailing wages under California Labor Code Sections 1770-1781. Consultant has the sole responsibility to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, Consultant, at its expense, shall indemnify, defend (including Consultant's providing and paying for legal counsel for District), and hold harmless District, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5. Payment. District shall pay Consultant for Services satisfactorily provided during each calendar month within thirty (30) days following District receipt of a complete and properly submitted detailed invoice, except as to amounts disputed by District in good faith. Consultant shall submit invoices monthly and in accordance with any applicable grant billing or reimbursement deadlines communicated by District. Consultant acknowledges that timely invoicing and supporting documentation are important to District's ability to obtain reimbursement under applicable funding agreements and shall reasonably cooperate with District in providing additional documentation necessary to support reimbursement. If an invoice is submitted late or without required supporting documentation, District may require Consultant to provide such additional information as is reasonably necessary to process the invoice and seek reimbursement; provided, however, that untimely submission alone shall not relieve District of its obligation to pay for authorized Services satisfactorily performed. Payment shall not constitute acceptance of defective Services or waive any right or remedy of District. The invoice must include, at a minimum:

5.1 a description of the specific Services provided;
5.2 the name of the individual providing the Services;
5.3 the date(s) upon which the Services were provided;

5.4 the time spent providing the Services; and

5.5 the amount due for the Services and the basis for calculating the amount due.

6. Independent Contractor.

6.1 Consultant understands and acknowledges that Consultant is an independent contractor, not an employee, partner, agent, or principal of District. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the parties. At its own expense, Consultant is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for Consultant and for Consultant's employees and Subconsultants. Consultant has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom Consultant uses in performing the Services under this Agreement. Consultant shall provide the Services in Consultant's own manner and method, except as this Agreement specifies. Consultant shall treat a provision in this Agreement that may appear either to give District the right to direct Consultant as to the details of doing the work, or to exercise a measure of control over the work, as giving Consultant direction only as to the work's end result.

6.2 Consultant shall indemnify, defend (including Consultant's providing and paying for legal counsel for District), and hold harmless District for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that District may be required to make on behalf of Consultant, an employee of Consultant, or any employee of Consultant construed to be an employee of District, for the work done under this Agreement.

7. Consultant's Warranties.

7.1 Consultant warrants that all Services provided under this Agreement shall be performed in accordance with generally accepted professional practices and standards for Consultant's profession in the state.

7.2 Consultant warrants that all Services provided under this Agreement shall be performed in accordance with applicable federal, state, and local laws and regulations.

7.3 Consultant warrants that Consultant has no present interest which would conflict in any manner with the performance of Services on the District's behalf.

7.4 Consultant represents and warrants that it is now, and will remain for the duration of its Services, properly licensed, qualified, experienced, and equipped to perform the Services.

7.5 Consultant possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement and the Services in a professional and competent manner.

7.6 Consultant represents and warrants that the Services and the sale or use of the Services shall not infringe, directly or indirectly, on any valid patent, copyright or trademark, and Consultant shall, at Consultant's sole cost and expense, indemnify, defend and hold harmless the District from and against any and all claims and causes of action based on alleged or actual infringements thereof.

7.7 Consultant represents and warrants as of the Effective Date, and continuously throughout the term of this Agreement, that neither Consultant nor any of its principals is debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in federal awards or covered transactions, including as reflected in the System for Award Management ("SAM.gov"). Consultant shall promptly notify District in writing if, at any time during the term of this Agreement, Consultant or any of its principals becomes debarred, suspended, excluded, or otherwise ineligible to participate in a federally funded transaction. Any such debarment, suspension, exclusion, or ineligibility shall constitute grounds for District to terminate this Agreement for cause. Consultant further shall not enter into any covered lower-tier transaction with a person or entity that is suspended, debarred, or otherwise excluded from participation in federal awards, and shall include applicable suspension and debarment requirements in covered lower-tier transactions.

7.8 These warranties shall survive the expiration or termination of this Agreement, and are in addition to any warranties provided by law. No payment to Consultant for any Services performed hereunder (including, without limitation, final payment) shall constitute a waiver of any claims by the District against Consultant relating to the Services.

7.9 Consultant shall comply with the District's Conflict of Interest Code and the California Political Reform Act and applicable regulations promulgated by the Fair Political Practices Commission.

8. Notice. Any notice, billing, or payment required by this Agreement must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by e-mail as a .pdf (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party shall be given as follows:

District: Crescent City Harbor District
101 Citizens Dock Road
Crescent City, CA 95531
Attn: CEO/Harbormaster

Consultant: _____
_____
_____

9. Indemnity.

9.1 The Services consist of professional planning and consulting services. The parties do not intend or anticipate that the Services will include "design professional services" as that phrase is used in California Civil Code section 2782.8. If any term, provision or application of this Section 9 is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Section 9 and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Section 9 and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for the District under this Section 9 that is permitted by law shall be provided by Consultant.

9.2 **Indemnification for Professional Services Claims.** Consultant shall indemnify, defend and hold harmless the District, its governing board, directors, officers, employees, and agents against any claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its employees, subcontractors, and agents in the performance of the Services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of District. If any of the Services are determined to be design professional services within the meaning of California Civil Code section 2782.8, Consultant's obligations under this Section 9.2 with respect to those services shall be limited only to the extent required by that section. Notwithstanding the foregoing, for any direct claims initiated by the District exclusively against Consultant unrelated to, and without limitation on, Consultant's indemnity or defense obligations for third-party claims, Consultant will not be obligated to provide the District a

defense for the direct claim but, in the event the District prevails in such direct claim, Consultant shall be subject to Section 17.14, below, concerning the reimbursement of its reasonable attorneys' fees and court costs.

9.3 **Indemnification for All Other Claims or Loss.** For any claim, loss, injury, damage, expense or liability other than claims described in Section 9.2 (e.g., those types of claims usually covered by general liability insurance or automotive liability insurance), Consultant shall indemnify, defend and hold harmless District, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by Consultant, its employees, subcontractors, or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of District.

9.4 **Indemnification Not Limited by Availability of Insurance; Survival.** The obligations set forth in this Section 9 (including, without limitation, the indemnification and defense obligations) are not limited by any limitation on the amount, coverage or type of damages available under any applicable insurance policy held by Consultant and shall survive the expiration or early termination of this Agreement with respect to any liability subject to the indemnity obligations created by this Agreement.

10. Insurance. Consultant shall comply with the Insurance Requirements for Professional Services, as described in **Attachment B** hereto and incorporated herein, during the Term of this Agreement.

11. Dispute Resolution. In the event that any dispute arises between the parties in relation to this Agreement, the parties agree to meet face to face as soon as possible to engage in a good faith effort to resolve the matter informally. If the dispute is not resolved through informal discussions, the parties agree to submit the dispute to mediation.

11.1 Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within sixty (60) days after the date that such notice is given, or sooner if reasonably practicable. The parties shall jointly appoint a mutually acceptable mediator. The parties further agree to share equally the costs of the mediation, except costs incurred by each party for representation by legal counsel.

11.2 Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute.

12. Early Termination.

12.1 **Termination for Convenience.** District may terminate this Agreement for convenience by giving ten (10) calendar days' written notice to Consultant. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for services satisfactorily provided up to the effective date of termination.

12.2 **Termination for Cause.** If either party breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the other party may terminate this Agreement by giving written notice ten (10) calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Consultant shall be entitled to payment for all services satisfactorily provided up to the effective date of termination, except that District may withhold amounts disputed in good faith or otherwise permitted to be withheld under applicable law, including California Civil Code section 3320.

12.3 **Duties Upon Termination.** Upon receipt of a notice of termination under this Section, whether for cause or convenience, Consultant shall immediately proceed with the following obligations, notwithstanding any delay in determining or adjusting amounts due to Consultant:

(a) stop the Services to the extent and on the date specified in the notice of termination;
(b) place no further subcontracts, purchase orders, or other commitments relating to the terminated Services, except as reasonably necessary to complete any portion of the Services that District directs Consultant to continue;
(c) terminate or assign, as directed by District and to the extent practicable, subcontracts and other commitments relating to the terminated Services;
(d) reasonably cooperate in settling outstanding liabilities and termination costs arising from the termination of such subcontracts and commitments; and
(e) promptly deliver to District all completed and partially completed plans, drawings, specifications, calculations, reports, data, electronic files, work in progress, and other work product prepared or acquired for the Services that would have been required to be furnished to District upon completion of the Agreement.

Consultant shall take such additional reasonable actions as may be necessary to protect and preserve work in progress and to facilitate an orderly transition of the Services. Consultant's obligations under this Section are not conditioned upon prior payment of any disputed or undisputed amount.

If requested by District, Consultant shall provide, within one hundred twenty (120) days after the effective date of termination, or such longer period approved by District in writing, a final accounting identifying work completed, work in progress, outstanding subcontracts and commitments, and other information reasonably necessary to close out the terminated Services.

13. Work Product. District shall be the sole owner of all rights to any work product in any form which has been prepared by Consultant on District's behalf pursuant to this Agreement, unless otherwise specified in writing by the parties. Consultant's obligation to deliver work product upon termination is governed by Section 12.3 and shall not be conditioned upon final resolution of amounts due under this Agreement.

14. Audit. During this Agreement's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, Consultant shall:

14.1 Keep and maintain, in their original form, all records, books, papers, or documents related to Consultant's performance of this Agreement; and

14.2 Permit District or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to Consultant's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work Consultant has performed or will perform under this Agreement.

15. 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. Confidential information shall not include information or materials that: (1) were, on the effective date of this Agreement, generally known to the public; (2) become generally known to the public after the effective date of this Agreement other than as a result of the act or omission of Consultant; (3) were rightfully known to Consultant prior to receipt from the District; (4) are or were disclosed by District to a third party generally without restriction on disclosure; (5) were lawfully received by Consultant from a third party without that third party's breach of agreement or obligation of trust; (6) are independently developed by the Consultant; or (7) are requested by any

court or government agency pursuant to written court order, subpoena, regulation, or process of law, in which case Consultant shall give District prior reasonable notice of such request to the extent permitted by law to permit District to oppose such request. Nothing in this Agreement requires District to withhold any record from disclosure where disclosure is required by the California Public Records Act or other applicable law.

16. Safe Harbor. This Agreement will be funded exclusively by a Hazard Mitigation Grant Program (HMGP) subaward from the California Governor's Office of Emergency Services ("Cal OES") to District, Subaward No. _____, which is funded by the Federal Emergency Management Agency ("FEMA") under FEMA-____-DR-CA (together with the underlying FEMA award to Cal OES, collectively, the "Funding Agreements"). Consultant shall comply with those terms and conditions of the Funding Agreements, and those provisions of applicable federal or state law, that are applicable to Consultant's performance or that District is required to include or flow down to Consultant. Any such mandatory provision omitted from this Agreement shall be deemed incorporated to the minimum extent required by law or the applicable Funding Agreement. Consultant is not responsible for obligations imposed solely on District as recipient or subrecipient unless this Agreement, **Attachment C**, or a written amendment expressly assigns the obligation to Consultant.

17. General Provisions.

17.1 **Assignment and Successors.** Neither party may transfer or assign its rights or obligations under this Agreement, in part or in whole, without the other party's prior written consent. This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto.

17.2 **Third-Party Beneficiaries.** There are no intended third-party beneficiaries to this Agreement.

17.3 **Nondiscrimination.** The District, Consultant, and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted to implement such article. The Consultant shall permit access by representatives of the California Civil Rights Department (formerly the Department of Fair Employment and Housing), Cal OES, and the District upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Civil Rights Department, Cal OES, or the District shall require to ascertain compliance with this clause. The Consultant and its contractors shall give

written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

17.4 **ADA.** By signing this Agreement, Consultant certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

17.5 **Choice of Law and Venue.** This Agreement shall be governed by California law, and venue shall be in the Superior Court for the county in which District is located, and no other place.

17.6 **Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

17.7 **Amendment.** No amendment or modification of this Agreement shall be binding unless it is in a writing duly authorized and signed by the parties to this Agreement.

17.8 **Provisions Deemed Inserted.** Every provision of law required to be inserted in this Agreement shall be deemed to be inserted, and this Agreement shall be construed and enforced as though included. If it is discovered that, through mistake or otherwise, any required provision is not inserted, or not correctly inserted, this Agreement shall be amended to make the insertion or correction.

17.9 **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of this Agreement and supersedes all prior written or oral understandings or agreements of the parties.

17.10 **Attachments.** All attachments appended to this Agreement are deemed incorporated into this Agreement by this reference. If any provision in any attachment to this Agreement conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions set forth in the body of this Agreement shall control over the conflicting or inconsistent provisions in the attachment; except that a mandatory funding requirement contained or incorporated in Attachment C controls to the extent required by applicable law or the applicable Funding Agreement.

17.11 **Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17.12 **Force Majeure.** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

17.13 **Headings.** The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

17.14 **Attorneys' Fees and Venue for Disputes.** If litigation becomes necessary to enforce the terms and provisions of this Agreement or as a result of any breach by Consultant or the District of this Agreement, the prevailing party in any such litigation shall be entitled to recover reasonable attorneys' fees and costs. The Del Norte County Superior Court for the State of California shall have exclusive jurisdiction over any dispute arising out of this Agreement or Consultant's provision of Services hereunder, and shall serve as the venue for any such dispute. All parties expressly consent to this designation of jurisdiction and venue.

17.15 **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

17.16 **Authorization.** Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

[SIGNATURE PAGE FOLLOWS]

The parties agree to this Agreement as witnessed by the signatures below:

DISTRICT:	**CONSULTANT:**
_____	_____
s/_____	s/_____
Michael Rademaker, CEO/Harbormaster Name/Title	_____ Name/Title [print]
Date: _____	Date: _____

Attachments:

Attachment A:	**Scope of Services**
Attachment B:	**Insurance Requirements for Professional Services**
Attachment C:	**Federal and Grant Funding Provisions**

Attachment A
Scope of Services

[To be attached at contract execution. Attachment A will contain the scope of work, assumptions and exclusions, fee schedule and task budget, schedule, and any list of potential additional services, based on Section 4 of the RFP and the Consultant's accepted proposal.]

Attachment B
Insurance Requirements for Professional Services

Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, or its agents, representatives, employees or subcontractors.

Coverage: Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Crescent City Harbor District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance:** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
4. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against Crescent City Harbor District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for Crescent City Harbor District; but this provision applies regardless of whether or not Crescent City Harbor District has received a waiver of subrogation from the insurer.

5. **Professional Liability (also known as Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limits no less than $2,000,000 per occurrence or claim, and $4,000,000 policy aggregate.

   If Claims-Made Policies:

   (a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

   (b) Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract work.**

   (c) If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

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

Other Required Provisions: The Commercial General Liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Crescent City Harbor District, its directors, officers, employees, and authorized volunteers are to be given additional insured status (at least as broad as ISO Form CG 20 10 10 01) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance.

2. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary (at least as broad as ISO CG 20 01 04 13) with respect to Crescent City Harbor District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by Crescent City Harbor District, its directors, officers, employees, and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Crescent City Harbor District.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Crescent City Harbor District. Crescent City Harbor District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Crescent City Harbor District.

Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by Crescent City Harbor District.

Verification of Coverage: Consultant shall furnish Crescent City Harbor District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Crescent City Harbor District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Crescent City Harbor District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein (with the exceptions stated below), and Consultant shall ensure that Crescent City Harbor District is an additional insured on insurance required from subcontractors. Subcontractors will not be obligated to carry Commercial Umbrella coverage. Subcontractors must carry Professional Liability Insurance (also known as Errors and Omissions) appropriate to their profession, with limits no less than $2,000,000 per occurrence or claim, and $4,000,000 policy aggregate. Subcontractors' insurance obligations shall be in addition to Consultant's insurance obligations and shall not limit or otherwise operate to reduce Consultant's insurance requirements herein.

Attachment C
Federal and Grant Funding Provisions

This Attachment C is incorporated into the Professional Services Agreement between Crescent City Harbor District ("District") and _____ ("Consultant").

1. Funding Agreements; Applicability.

The Services will be funded exclusively under a Hazard Mitigation Grant Program (HMGP) subaward from the California Governor's Office of Emergency Services ("Cal OES") to District, Subaward No. _____, which is funded by the Federal Emergency Management Agency ("FEMA") under FEMA-____-DR-CA pursuant to Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5170c (together with the underlying FEMA award to Cal OES, collectively, the "Funding Agreements").

The provisions of this Attachment apply only to the extent a provision is applicable to Consultant, the Services, a cost charged to a Funding Agreement, or a lower-tier transaction entered into by Consultant and is required by applicable law, regulation, or the applicable Funding Agreement. Consultant is a contractor to District and is not a recipient or subrecipient of the Funding Agreements. Obligations imposed solely on District as a recipient or subrecipient are not transferred to Consultant unless this Agreement expressly so provides.

If an applicable Funding Agreement requires a mandatory contract provision or flow-down that is not reproduced verbatim in this Attachment, that mandatory provision is incorporated to the minimum extent required. If a mandatory funding requirement conflicts with another provision of the Agreement, the mandatory funding requirement controls only to the extent necessary to preserve eligibility for the applicable funding. District shall reasonably identify for Consultant any project-specific grant condition not otherwise stated in this Attachment that District expects Consultant to satisfy. Consultant shall include applicable mandatory flow-down provisions in covered subcontracts and purchase orders.

The Not-to-Exceed Amount under Section 3.3 of the Agreement does not exceed $100,000, and the Services do not include construction. Federal contract provisions that apply only to contracts above $100,000 or only to construction (including the Byrd Anti-Lobbying certification, the Clean Air Act and Federal Water Pollution Control Act, the Contract Work Hours and Safety Standards Act, and the Davis-Bacon and Copeland Acts) therefore are not included in this Attachment. If the Agreement is amended in a manner that would make any such provision applicable, the parties shall include that provision in the amendment.

2. Remedies for Breach; Termination.

The administrative, contractual, and legal remedies available under the Agreement and applicable law apply to any violation or breach by Consultant, including any sanctions and penalties required by an applicable Funding Agreement. The termination-for-cause and termination-for-convenience provisions of Section 12 of the Agreement, including the procedures and obligations following termination, satisfy the applicable termination requirements of Appendix II to 2 C.F.R. Part 200.

3. Federal Funding; Compliance with Federal Law; No Federal Government Obligation.

Consultant acknowledges that FEMA financial assistance will be used to fund the Services. Consultant shall comply with federal statutes, regulations, executive orders, FEMA policies, procedures, and directives, and Funding Agreement provisions that are applicable to Consultant or the Services. The Federal Government is not a party to the Agreement and is not subject to any contractual obligation or liability to Consultant, any subconsultant, supplier, or other person arising from the Agreement.

4. Access to Records; Audit; Retention.

Consultant shall provide District, the California Governor's Office of Emergency Services (Cal OES), the Federal Emergency Management Agency (FEMA), the U.S. Department of Homeland Security Office of Inspector General, the Comptroller General of the United States, and their authorized representatives, to the extent each has jurisdiction over an applicable Funding Agreement, access to books, documents, papers, electronic records, and other records of Consultant that are directly pertinent to the Agreement for purposes of audit, examination, excerpt, transcription, and review. Consultant shall permit such records to be reproduced or copied as reasonably necessary and shall provide access to project work sites when required by applicable law or a Funding Agreement and relevant to Consultant's Services.

Consultant shall retain records for the period required by Section 14 of the Agreement or for any longer period required by 2 C.F.R. § 200.334 or the applicable Funding Agreement. If any litigation, claim, audit, investigation, or questioned cost involving the records begins before the applicable retention period expires, Consultant shall retain the records until final resolution of the matter and any related disposition requirements.

In compliance with Section 1225 of the Disaster Recovery Reform Act of 2018, District and Consultant acknowledge and agree that no provision of the Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator, the Comptroller General of the United States, or their authorized representatives.

5. Suspension and Debarment.

This Section supplements Section 7.7 of the Agreement. To the extent the Agreement is a covered transaction, Consultant shall comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000 (DHS/FEMA). Consultant shall verify that Consultant, its principals, and any person or entity with which Consultant enters a covered lower-tier transaction is not excluded, disqualified, suspended, or debarred from participation in covered federal transactions. Consultant shall promptly notify District of any change in status and shall include applicable suspension and debarment requirements in covered lower-tier transactions.

Consultant's representations and certifications under this Section constitute material representations of fact upon which District relies. If Consultant fails to comply with applicable suspension and debarment requirements, the Federal Government may pursue any remedies available under applicable law, including suspension or debarment.

6. Byrd Anti-Lobbying Amendment.

Consultant shall comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9 to the extent applicable. The certification and disclosure requirements of those provisions apply to contracts exceeding $100,000. Because the Not-to-Exceed Amount does not exceed $100,000, Consultant is not required to execute a lobbying certification for the Agreement. If the Agreement is amended to exceed $100,000, Consultant shall, as a condition of the amendment, execute the certification required by 6 C.F.R. Part 9, file Standard Form LLL, Disclosure of Lobbying Activities, when required, and require the same of covered lower-tier participants.

7. Small, Minority, Women-Owned, Veteran-Owned, and Labor-Surplus-Area Businesses.

To the extent 2 C.F.R. § 200.321 applies to Consultant's lower-tier contracting under the Agreement, Consultant shall take the affirmative steps required by that section to provide opportunities to small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor-surplus-area firms. Consultant shall apply the requirements of 2 C.F.R. § 200.321 to covered subcontracts.

8. Procurement of Recovered Materials.

To the extent applicable to a procurement under the Agreement, Consultant shall comply with 2 C.F.R. § 200.323, section 6002 of the Solid Waste Disposal Act, as amended, 42 U.S.C. § 6962, and 40 C.F.R. Part 247, including applicable requirements concerning EPA-designated items containing recovered materials, resource recovery, and environmentally

preferable products and services. Consultant shall include applicable requirements in covered lower-tier procurements.

9. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services.

Consultant shall comply with 2 C.F.R. § 200.216 and section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, as applicable. Consultant shall not use federal award funds to procure, obtain, extend, renew, or enter into a contract to procure or obtain covered telecommunications equipment or services when prohibited by applicable law, and shall include the substance of applicable prohibitions in covered lower-tier agreements. If Consultant identifies, or is notified of, covered telecommunications equipment or services used as a substantial or essential component of any system or as critical technology in connection with federally funded Services, Consultant shall notify District in writing within one (1) business day after the identification or notification. The notice shall include, to the extent readily available, the Agreement or contract number; applicable order number; supplier name; supplier Unique Entity Identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number or other manufacturer/part number; item description; and available information concerning mitigation actions undertaken or recommended. Within ten (10) business days after the initial notice, Consultant shall supplement the notice with any further available information concerning mitigation actions undertaken or recommended, the efforts Consultant undertook to prevent use or submission of covered telecommunications equipment or services, and any additional measures that will be implemented to prevent future use or submission. Consultant shall cooperate with District in any report District is required to submit to Cal OES or FEMA.

10. Domestic Preferences; Build America, Buy America Act.

As appropriate and to the extent consistent with law, Consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), in accordance with 2 C.F.R. § 200.322. Consultant shall include the requirements of this Section in any subcontract or purchase order for work or products under the Agreement.

The Services are planning services and do not include the construction, alteration, maintenance, or repair of infrastructure. Accordingly, the parties do not anticipate that the Build America, Buy America Act, Pub. L. No. 117-58, div. G, title IX, subtitle A, §§ 70901–70927 (2021), or 2 C.F.R. Part 184 applies to the Services. If any work under the Agreement

becomes subject to those requirements, Consultant shall comply with them. Nothing in this Section constitutes or implies a waiver of any domestic-content requirement.

11. Environmental and Historic Preservation Conditions.

Consultant shall comply with environmental, coastal, historic-preservation, and cultural-resource conditions that are applicable to the Services under a Funding Agreement and are provided or identified by District. Consultant shall not undertake ground-disturbing work, construction activity, or other activity outside the approved environmental scope without District's prior written authorization. Consultant shall promptly notify District if any proposed field activity may reasonably require additional environmental or historic-preservation review, consultation, or approval before implementation.

12. Cal OES and FEMA Subaward Conditions.

For Services charged to the Funding Agreements, Consultant shall comply with contractor-level nondiscrimination, records-access, audit, reporting, and other conditions of the Cal OES subaward and the FEMA award that are expressly stated in the Agreement or provided by District as applicable to Consultant's Services. This Section does not transfer obligations imposed solely on District as the Cal OES subrecipient unless the Agreement expressly assigns the obligation to Consultant.

13. DHS Seal, Logo, and Flags.

Consultant shall obtain written permission from the U.S. Department of Homeland Security (DHS) before using the DHS or FEMA seals, logos, or crests, reproductions of flags, or likenesses of DHS agency officials in any work product or other materials prepared under the Agreement.

14. Program Fraud and False or Fraudulent Statements or Related Acts.

Consultant acknowledges that 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, applies to Consultant's actions pertaining to the Agreement.

15. Copyright and Data.

Consistent with Section 13 of the Agreement, District owns all work product prepared under the Agreement. To the extent Consultant retains or acquires any right in data or copyrightable material first produced in the performance of the Agreement, Consultant grants District a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license to reproduce, publish, and otherwise use that material, and to authorize others to do so, including Cal OES and FEMA. Consultant acknowledges that FEMA reserves a royalty-free,

nonexclusive, and irrevocable right to reproduce, publish, or otherwise use such material for federal purposes, and to authorize others to do so, as provided in 2 C.F.R. § 200.315.

16. Lower-Tier Flow-Down; Continuing Compliance.

Consultant shall include in each subcontract, purchase order, or other lower-tier agreement the provisions of this Attachment that applicable law or the applicable Funding Agreement requires to be flowed down to that tier. Consultant shall remain responsible for compliance by its lower-tier participants to the extent required by applicable law or the Agreement. Consultant shall promptly notify District of any known or suspected material violation of a federal or state funding requirement by Consultant or a lower-tier participant that could affect eligibility of costs, performance of the Services, or District's compliance with a Funding Agreement.