

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE SAN MATEO COUNTY HARBOR DISTRICT  
AND  
COMMUNITY SYSTEM SOLUTIONS**

This Agreement for Professional Services (“Agreement”) is made and entered into this 18th day of March, 2024, by and between the San Mateo County District Harbor District, a California special district (“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 writing services (“the Project”).

Consultant has written \$15 million in grant applications for other harbors which have been awarded funding by state and federal agencies.

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**

The monthly contract amount based on the deliverables is \$4,150 per month. Contractor shall invoice the District the monthly amount based on the performance of the services described in the Exhibit A, Scope of Services.

In no event shall the total amount paid for services rendered by Consultant pursuant to this Agreement exceed the sum of \$49,800.

At the end of each month, Consultant shall furnish District with an invoice for all work performed during that month.

**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 twelve (12) 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 and subcontractors. Under no circumstances shall Consultant, or any of Consultant's employees and subcontractors, look to the District as his or her employer, or as a partner, agent or principal. Neither Consultant, nor any of Consultant's employees and subcontractors, 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**

Contractor shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this section has been provided to the District. The Contractor shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against the Contractor on account of any incident connected to the Agreement, the Contractor shall promptly report the fact in writing to the District, giving full details of the claim.

Any person, firm, or corporation that the Contractor authorizes to work upon the District's property, including any subcontractor, shall be deemed to be the

Contractor's agent and shall be subject to all applicable terms of this Agreement. Prior to the Contractor's start of the work or entry onto the District's property, the Contractor agrees to require its subcontractors to procure and maintain, at the Contractor's or its subcontractors' sole cost and expense the kinds of insurance described below. Such insurance must remain in effect throughout the term of this Agreement and will be at the sole cost and expense of the Contractor or its subcontractors.

### 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: combined limit of at least One Million Dollars (\$1,000,000) each occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000)

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

All such policies shall name the San Mateo County 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..

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 San Mateo County Harbor District, its Board of Harbor Commissioners, 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 San Mateo County 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 a court situated in the County of San Mateo, 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.

### **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  
James Pruett  
General Manager  
San Mateo County Harbor District  
P.O. Box 1449  
El Granada , CA 94019

CONSULTANT:  
Mike Bahr  
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.

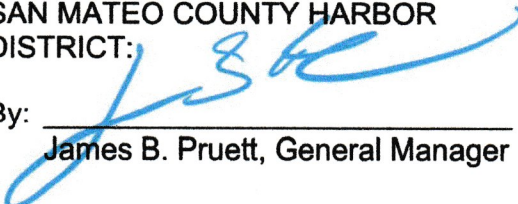
**Severability and Waiver**


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.

SAN MATEO COUNTY HARBOR  
DISTRICT:  
By:   
James B. Pruett, General Manager

Community System Solutions  
By:   
Mike Bahr, CEO

## **EXHIBIT A – SCOPE OF SERVICES**

**Consultant will complete the following tasks:**

### **Task 1: Identify Grant Funding Opportunities**

- A. Review with District administration all funding priorities.
- B. Research and Identify potential grant opportunities for those funding priorities
- C. Obtain grant application packages and review them for compatibility with District funding priorities.
- D. Contact grant funder to discuss grant program funding priorities, grant program processes and rules. Determine all of their grant programs which would work for District funding priorities.
- E. Identify and inform District of upcoming grant opportunities.
- F. Review grant application guidelines with District, determine which grants to apply for.

### **Task 2: Perform Grant Development Process**

- A. For each grant pursuing, begin grant application development process.
- B. Develop timelines and the strategy to ensure timely submission of the application.
- C. Set up grant tracking chart with all relevant dates and key information.
- D. Create checklist of all key dates, needed information and supporting documents
- E. Provide consultation, planning and strategizing with District throughout the process.
- F. Assist in the scheduling of meetings, the development of timetables, proposal language and all tasks needed for the development of the grant application.
- G. Review with clients the supporting documents they have and what is needed.
- H. For needed documents which need funding to prepare, assist identifying possible funding.

### **Task 3: Prepare Grant Applications**

- A. Assemble all information including project nature, objectives/outcomes/ deliverables, implementation, methods, timetable, staffing, and budget.
- B. Develop timelines and the strategy to ensure timely submission of the application.
- C. Structure work flow and execute work plan for the grant application.
- D. Collaborate with proper stakeholders to obtain signatures, data, forms, etc.
- E. Locate, identify, research, collect and analyze data as set forth in the grant application guidelines.
- F. Provide research and research assistance as necessary.
- G. Provide board reports, presentations, updates and assist with community meeting as needed.
- H. Develop the grant application narratives and data including, any necessary, charts, tables and diagrams.

- I. Prepare supplemental documents required for grant application completion, including budgets and timelines
- J. Work with District for any special technical documents
- K. Prepare draft grant applications with all required documents.

**Task 4: Complete and Submit Grant Applications**

- A. Coordinate reviews of each of the draft grant applications with District prior to submission.
- B. Prepare Board package for grant application submittable, provide motion language, if needed
- C. Revise and edits drafts and final application based on District feedback.
- D. Produce final grant application with all required documents for each grant applied for.
- E. Submit Grant Application
- F. Provide District digital copy and paper copy of submitted grant application and all attachments.
- G. Tracks the status of grant applications and provide additional information as required.

**Repeat Tasks 1-4 for each of the grant applications submitted.**

**Task 5: Grant Administration Tasks for Grants awarded in Tasks 1-4**

Task 5 elements are not covered under this agreement. Consultant will include grant administration in each grant application consultant submits. Where District wishes, Consultant will provide the following services under an amendment to this agreement or separate agreement.

- Participate in Initial grant kick off meetings webinars, phone calls with funders
- Communicate with grant funder as grant moves forward.
- Identify the requirements within the grant agreement.
- Prepare any grant administration documents required by grant funder.
- Prepare project binder /online folder of all grant regulations and requirements.
- Schedule and conduct a formal review of approved program plan, including grantor requirements and regulations with all appropriate staff at initiation of grant.
- Assist in preparing grant budget and match expenditure plan which allocates funding for all program activities.
- Create grant tracking calendar for reporting requirements.
- Apply to grant funder for grant funds.