

**Sites Project Authority – Business and Community Manager Services  
Independent Contractor Agreement**

This Agreement is made between the Sites Project Authority ("Authority") with a principal place of business at 122 Old Highway 99 West Maxwell, CA 95955 and Spesert Consulting ("Contractor"), with a principal place of business at 332 Freeman Street, Woodland, CA 95695.

**1. Services to Be Performed**

Contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement. The services shall be performed by Kevin Spesert, who is an employee of the Contractor.

Contractor's performance shall be based on the criteria defined in Exhibit A, which will also be factored into any decision by the Authority to extend or renew this Agreement beyond the completion of Phase 1.

**2. Payment**

2.1. Services: In consideration for the services to be performed by Contractor, Authority agrees to pay Contractor a fixed fee of \$16,800 per month. Should this Agreement be executed after the start of a month or terminated before a month's end, the monthly amount shall be prorated. Contractor shall be paid within 60 days after the Contractor submits an invoice to Authority.

2.2. Expenses: Contractor shall be responsible for all expenses incurred while performing services under this Agreement.

The Authority will reimburse Contractor for expenses directly related to the Sites Project. Reimbursement for air travel or relevant conferences require the General Manager's prior approval.

For vehicle use by Contractor not involving computing to and from Maxwell, the Authority will reimburse Contractor at the published IRS Standard Mileage Rate, which as of Jan 2017 is 53.5 ¢ /mile for non-commute mileage.

**3. Term of Agreement**

This agreement will become effective on September 18, 2017 and will terminate on the date the Contractor completes the services required by this Agreement (Exhibit A) or the date a party terminates the Agreement, whichever is the earlier date. Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party of the intent to terminate.

**4. Independent Contractor**

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- 4.1. Status: Contractor is an independent contractor, and shall not be deemed an employee of the Authority. Contractor has the right to perform services for others during the term of this Agreement. Contractor is not authorized to enter into or commit the Authority to any agreements, and Contractor shall not represent himself as the agent or representative of the Authority, except as authorized in writing by the Authority's General Manager and as defined in the scope of services attached as Exhibit A.
- 4.2. Fringe Benefits: The Authority does not participate in any employee benefit plans. Contractor understands that Contractor is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the Authority.
- 4.3. Unemployment Compensation: The Authority shall make no state or federal unemployment compensation payments on behalf of Contractor. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.
- 4.4. Workers' Compensation: The Authority shall not obtain workers' compensation insurance on behalf of Contractor.

### **5. State and Federal Taxes**

The Authority will not withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf, make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments. Contractor agrees to defend, indemnify, and hold the Authority harmless as to any claims or causes of action related to the payment of any federal, state, and local taxes.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Authority with proof that such payments have been made.

### **6. Business Licenses, Permits, and Certificates**

Contractor represents and warrants that Contractor will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

### **7. Indemnification**

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Contractor shall indemnify and hold the Authority harmless from any loss or liability arising from performing services under this Agreement.

### **8. Insurance**

During the term of this Agreement, Contractor shall, at Contractor's sole expense, maintain vehicle liability, and other insurance in a minimum amount as required under California law, as deemed appropriate by the Authority. Contractor shall also maintain general liability insurance in an amount of not less than \$2 million for each occurrence. Contractor will provide evidence of such coverage upon request.

### **9. Dispute Resolution**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

### **10. Applicable Laws**

This Agreement will be governed by California law, without giving effect to conflict of laws principles.

### **11. Attorney Fees**

If any suit, action, arbitration or proceeding is instituted to enforce any of the provisions of this Agreement, the prevailing party will be entitled to recover, in addition to costs and disbursements, its reasonable attorneys fees as determined by any court or arbitrator in which such action or proceeding is tried, heard or decided, including any appeal.

### **12. Confidentiality**

Contractor acknowledges that it will be necessary for the Authority to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Authority. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Authority without the Authority's prior written

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permission except to the extent necessary to perform services on the Authority's behalf.

### 13. Proprietary Information

The product of all work performed under this Agreement (“Work Product”), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Authority, and Contractor hereby assigns to the Authority all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Authority’s ownership in the Work Product.

### 14. Furnished Items

- 14.1. Authority-furnished Items: The Authority will provide office space for the Contractor’s use in the Sites Project Office located in Maxwell California. The Authority will also provide ancillary and support functions such as printers, copiers, internet, phone and IT services, and miscellaneous office supplies for the Contractor’s use when the Contractor is performing the services of this Agreement.
- 14.2. Contractor-furnished Items - Vehicle, Equipment, and Materials: Contractor will furnish all vehicles and equipment used to provide the services required by this Agreement (See Exhibit A). At a minimum, this equipment shall include computers/laptops, and a cellphone.

### 15. Additional Requirements

- 15.1. Exclusive Agreement: This is the entire Agreement between Contractor and the Authority.
- 15.2. Modifying the Agreement: This Agreement may be modified only by a writing signed by both parties.
- 15.3. No Partnership: This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on the Authority's behalf.
- 15.4. Assignment and Delegation: Neither Contractor nor the Authority may assign rights and may delegate duties under this Agreement.
- 15.5. Integration: This Agreement and Attachments is intended to be the final, complete, and exclusive statement of the terms of Contractor’s terms of service to the Authority. This Agreement supersedes all other prior or contemporaneous

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agreements and statements, whether written or oral, express or implied, pertaining in any manner to the Services of Contractor to the Authority, and it may not be contradicted by evidence or any prior or contemporaneous statements or agreements. To the extent the practices, policies, or procedures of the Authority, now or in the future, apply to Contractor and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

IN WITNESS HEREOF, the Authority has caused this Agreement to be signed and executed in its behalf by its General Manager. It has also been executed by the president of Spesert Consulting.

Authority

Contractor

\_\_\_\_\_  
Jim Watson, General Manager  
Sites Project Authority

\_\_\_\_\_  
Kevin Spesert  
Spesert Consulting  
Taxpayer ID: 82-2141311

Date: 2017 September

Date: 2017 September

### Exhibits:

A Job Description and Key Performance Indicators

## **Exhibit A - Job Description/Proposed Scope of Work**

**Title:** Business & Community Manager

**Reports to:** General Manager

**Location:** Sites Project Office in Maxwell California

**Contract Period of Performance:** September 18, 2017 – June 30, 2018

### **1.0 Business Operations.**

#### **1.1 Business Services Support**

- Manage and direct the day-to-day operations of Sites Project Authority's business services including; Administration, Operations, Human Resources and Finance
- Develop and implement, policies and procedures to improve the effectiveness and efficiency of day-to-day business operations.
- Develop human resource protocols and procedures for recruiting, training, and management
- Development and implement the Sites Project Authority "Community Partnership" program
- Manage the procurement of office equipment, supplies and vendor services.
- Support accounting services related to business operations including work planning, budgeting, budget tracking and Accounts Receivable/Accounts Payable.

#### **1.2 Project Office Operations**

- Coordinate and manage project office staff, staff activities and staffing plans
- Coordinate project office lease, maintenance and administrative issues with Colusa County
- Coordinate project office IT and network support and manage vendor contracts for IT support services and equipment
- Develop and implement policies and procedures for project office use by external community groups and organizations
- Manage and direct office space planning, design/layout and general facility planning

### **2.0 Program Outreach**

#### **2.1 Landowner and Community Engagement**

- Serve as owner's agent and manage Sites Project Authority public outreach, government affairs (Lobbying), and communications consultant contracts for activities occurring within the Sacramento Valley
- Manage and direct the Sites Project Authority's local community engagement and landowner coordination activities
- Manage and direct engagement and coordination with local elected official (County, City, Local) and serve as a liaison between local government agencies and the Sites Project Authority

- Manage right-of-way/acquisition engagement activities with impacted landowners and local agencies
- Represent the Sites Project Authority by attending local community organization meetings, local government meetings, and public events; which will include preparing and delivering presentations and briefings as required
- Maintain good working relationships with landowners, local governmental agencies, community organizations, project stakeholders and the public.
- Develop and manage the Sites Project Authority master public outreach calendar
- Manage the planning and scheduling of onsite/office meetings and events, including site tours, conferences, and community events.
- Support the Sites Project Authority governmental affairs activities and support the development and advocacy for legislative priorities at the federal and state level.
- Serve as the primary technical/QA reviewer on all public facing program documents, graphics, fact sheets, presentations

### **3.0 Executive and Program Management Support**

#### **3.1 Executive Management Support**

- Provide program and executive management support to the General Manager and perform related duties and special projects as assigned.
- Research, analyze and provide recommendations regarding Sites Project Authority operations and management.
- Provide management and administrative support to project participants including Authority Board and Project Agreement Committees as directed
- Support the Sites Project Authority Board Meetings, Committee, and Work Group meetings as directed.
- Perform special projects/assignments as directed by the General manger.

#### **3.2 Program Management Support**

- Assistance with the development of RFPs, contracts, and contract negotiations
- Provide technical review support for projects and recommend potential optimization strategies
- Provide technical support for the Program's Administrative Record Library, document control, budgeting and cost control systems.
- Support the Program's risk management and strategic planning activities
- Provide technical support to the Engineering and Environmental technical teams
- Support technical team with coordination with local regulatory agencies and support permitting activities

<b>Reporting and Performance Reviews</b>		
<b>TASK</b>	<b>Task Description</b>	<b>Target Date</b>
Progress Report	Progress Report submitted with montly invoice that highlights activities, progress made towards identified goals, and plans for future activities	Monthly
Performance Check-ins	Regular performance review check-in meetings to discuss activities and progress towards identified goals	2 meetings (December 2017 & March 2018)
Performance Review	Contract end performance review to review performace, discuss goals and future work planning	1 meeting (June 2018)
<b>Business Operations - Goals and Key Tasks</b>		
<b>Goal</b>	<b>Task</b>	<b>Target Date</b>
Project Office Operations Manual	Development of project office operations policies and proeedures manual that outlines Administration, Operations, Facilities and Finance policy	Nov-17
Org Chart and Roles and Responsibilities	Development of operational org chart and identified roles and responsibilities for each positions. Development of decision making matrix	Dec-17
Community Partnership Policy	Development of "Community Partnership" policy that outlines the proeedures for Authority participation (sponsorships, financial, etc) with community organizations	Jan-18
Human Resources Policy manual & Phase 2 staffing plan	Develop Project Authority HR policies and proeedures manual. Develop Phase 2 project office staffing plan. Recruit full-time admin for project office	Apr-18
<b>Program Outreach - Goals and Key Tasks</b>		
<b>Goal</b>	<b>Task</b>	<b>Target Date</b>
Landowner 2018 Outreach Plan	Develop and Implement Landowner Outreach Plan to guide outreach efforts for the remainder of Phase 1	Dec-17
Local Elected 2018 Outreach Plan	Develop and Implement Local Elected Outreach Plan to guide outreach efforts for the remainder of Phase 1	Dec-17
Community 2018 Outreach Plan	Develop and Implement Community Outreach Plan to guide outreach efforts for the remainder of Phase 1	Dec-17
Landowner GIS Database	Develop interactive landowner (footprint, pipeline, power line) GIS database to support landowner outreach efforts and tracking	Mar-18
Maxwell Community Working Group	Plan, develop and stans-up a Maxwell Community working group made up local agencies/organizations/citizens to address planning for project benefits/impacts for Phase 2 activities	Jun-18