

**Sites Project Authority – Program Operations 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 Trapasso Consulting Services ("Contractor") a California certified Small Business Enterprise (#1799140), with a principal place of business at 2520 Running Deer Road, Shingle Springs, CA 95682.

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 Joe Trapasso, 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 \$28,000. 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, the Authority will reimburse Contractor at the published IRS Standard Mileage Rate, which as of Jan 2017 is 53.5 ¢ /mile.

3. Term of Agreement

This agreement will become effective on October 01, 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.

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4. Independent Contractor

- 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.

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7. Indemnification

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

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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 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.

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- 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 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 Trapasso Consulting Services.

Authority

Contractor

Jim Watson, General Manager
Sites Project Authority

Joe Trapasso
Trapasso Consulting Services
Taxpayer ID:

Date: 2017 September

Date: 2017 September

Exhibits:

A Job Description and Key Performance Indicators

EXHIBIT A
Proposed SCOPE OF WORK
PROGRAM OPERATIONS MANAGER

Title: Program Operations Manager

Reports to: General Manager

Contract Period of Performance: October 1, 2017 – June 30, 2018

Overview

The Program Operations Manager (POM) will act as an owner's agent providing expert services representing the owner's interests in implementing key operational functions. These functions include:

- Plan, organize, manage, and direct the day-to-day operations and activities of the Sites Reservoir Project (Project).
- Provide executive management support to the General Manager (GM) and perform related duties and special projects, as assigned.
- Provide management support to the Project Authority Board of Directors (Authority Board) and Project Agreement Committee (Agreement Committee), as directed.
- Function as a liaison between the Project and federal, state, and local regulatory and permitting agencies.
- Provide oversight and direction to Project's contractor activities.

Contract focus is on completing the Project's Phase 1 activities and preparing for Phase 2 activities.

Below are three general work categories to be performed by the Contractor along with a list of detailed activities within each category.

Program Business Operations

The POM will plan, organize, manage, and oversee the day-to-day program operations. This will include a variety of activities as noted below.

- Develop and implement policies and procedures to improve the effectiveness and efficiency of the day-to-day operations.
- Establish and manage policies and procedures for office document control and management, including the development of an administrative record. The policy and procedures need to provide for efficient and cost effective systems. In addition, the administrative record needs to meet appropriate regulatory requirements.
- Support cost control and accounting services related to work planning, budgeting, budget tracking and Accounts Receivable/Accounts Payable. The POM needs to ensure that all project financial and scheduling information is accurate, available in a timely manner, and includes enough detail to support the critical needs of the Authority Board, Agreement Committee, and GM. Furthermore, the POM needs to ensure that financial information be periodically audited

by an appropriate third party accounting firm to ensure accuracy of reported financial information.

Engagement

The POM will maintain good working relationships with landowners, local governmental agencies, community organizations, project stakeholders and the general public. In addition, as needed, the PMO will represent the Project by attending local community organization meetings, local government meetings, and public events; which will include preparing and delivering presentations and briefings as directed. Finally, as needed, the POM will communicate with federal and state elected officials with the approval of the GM.

Executive Management

The POM will provide various executive management functions as noted below.

- Provide executive management/chief of staff support services to the GM.
- Research, analyze and provide recommendations regarding Project operations and management. This includes recommending and implementing Project quality assurance and risk management systems. Recommendations are to be focused on providing for efficient and cost effective operations and management.
- Support Project governmental affairs activities and support the development and advocacy for legislative priorities at the federal and state level.
- Provide management support to project participants – Authority Board and Agreement Committees, as directed.
- Provide management support to the Authority Board, Agreement Committee, and Work Group meetings, as directed.
- Perform special projects/assignments as directed by the GM.
- Support the preparation of a detailed Project Phase 2 plan that includes procurement strategy, negotiations, and implementation.
- Conduct performance evaluations of contractor activities (including financial and schedule reporting), and where needed, develop and implement necessary actions to improve contractor team effectiveness (e.g., reduce inefficiencies) and reporting requirements. This includes, as appropriate, working closely with contractor teams to ensure they are focused on delivering quality, cost effective, and responsive services to the Project.

Performance Period

The scope of work performance period will become effected on October 1, 2017 and terminate with the completion of the Project's Phase 1 activities which is scheduled to be completed by June 30, 2018.