



Meeting: **Reservoir Committee & Authority Board**  
**Agenda Item 2.1**

**December 20, 2024**

Subject: **Consulting Service Changes Needed to Prepare Financial Management Capabilities for Phase 3/4/5**

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**Requested Action:**

Reservoir Committee and Authority Board consider approval of consulting contracts related to financial management of the Authority as follows:

- a. Authorize a new Agent contract with Shayleen O. Connell CPA to provide Finance Manager services at a monthly retainer rate of \$32,000 per month for the period of January 20, 2025, through June 30, 2026.
- b. Extend the existing Program Operations Manager contract with Trapasso Consulting Services through January 31, 2025.
- c. Authorize a new consulting contract with Trapasso Consulting Services to support the transition of the new Finance Manager and provide ongoing services related to procurements and contracts as directed by the Finance Manager from February 1, 2025, through June 30, 2026, with a contract authority not to exceed \$100,000.

**Detailed Description/Background:**

To hit the ground running at the start of Phase 3/4/5 in 2026 requires advancing preparations of financial management and cost accounting systems and processes that can be immediately implemented for continued reliable and transparent financial monitoring and reporting. Higher priority near-term objectives include:

- Developing a chart of accounts to encompass the built project and support asset management necessary for effective operations.
- Evaluating and selecting a software system that can readily accommodate the needs during construction and evolve to meeting the needs during operations.
- Evaluating and addressing needs within the areas of policies and procedures.
- Developing and implementing accounting and reporting systems to track project costs and revenue sources by Participants, as well as the state and federal government.
- Ensuring that cost accounting and reporting comply with all federal and state requirements.
- Implementing a more advanced financial planning model to forecast capital expenditures and financing sources.

Joe Trapasso has served admirably in the Program Operations Manager role for the past 7 years, encompassing financial management responsibilities, among several other duties. Joe recently announced his intentions to slowly wind down his services to the project and this transition to a new Finance Manager will facilitate this change.

A Request for Proposals (RFP) was released for a Finance Manager on October 25, 2024. The RFP was posted on the Authority's website and a national job posting website. Four proposals were received and reviewed by the Executive Director and Authority Agents. All the applicants met the qualification requirements and were interviewed. The selection panel was unanimous in determining Shayleen O'Connell was deemed the best qualified proposer to fill the role. Ms. O'Connell exhibited exceptional financial management acumen and was capable of filling the near-term and long-term needs of the Authority. Her skills acquired in diverse assignments undertaken through her independent consultancy since 2018 and prior consultant firm/senior accountant roles since 2003 will be beneficial and add to the capabilities of the Project team into the delivery of the Project. Upon contract authorization, Ms. O'Connell will transition from multiple existing clients to being primarily focused on the Sites Project.

After joining the team next month, Ms. O'Connell and the team will evaluate future administration needs which may involve acquiring finance and accounting services from other proposers to this procurement. All four of the proposals demonstrated a broad array of highly qualified financial services and the procurement was structured to supplement existing financial management resources in general. If this is the case, Staff would bring such a recommendation to the Board in 2025.

**Prior Action:** None.

**Fiscal Impact/Funding Source:**

No fiscal impact as the Finance Manager position and the anticipated procurement duties are included in the Amendment 3 Work Plan.

**Staff Contact:** Jerry Brown

**Attachments:**

Attachment A - Shayleen O'Connell's resume

Attachment B – Proposed Agent Contract for Finance Manager Services

Attachment C – New consulting contract with Trapasso Consulting Services



# Shayleen O'Connell

Attachment A

A seasoned leader with more than 20 years of experience in the accounting and finance industry with an emphasis in agribusiness. Specializing in CFO services, business valuation, forensic accounting and divorce financial analysis. Comfortable designing and implementing systems and procedures. Strong operational skills, ability to work well under pressure, strategic executor and manager even in remote settings, and highly dedicated to clients' outcomes and understanding.

## Experience

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### 2018 - current

Shayleen O'Connell CPA's | Sacramento, California

#### Owner

- Provide CFO services for ongoing, new, and distressed organizations
- Create impact and growth by assessing finance and accounting team structures and needs
- Deliver strong financial statement and general ledger accounting knowledge to diverse teams
- Establish best practices for client's financial goals
- Oversee risk management and compliance including Financial Statement, Audit, Single Audit, 990 and other related agency filings
- Execute business valuations for small to medium sized privately owned companies
- Manage forensic accounting for fraud, embezzlement, divorce, and shareholder dispute matters

### 2023 - current

Project HOPE | Washington, DC

#### Controller

- Oversee all accounting functions both domestically and internationally with 15 direct reports consolidating 55 field offices with over 1,300 employees and consultants.
- Oversee financial cost accounting of over 200 ongoing active projects with separate monthly budget to actuals, revenue recognition with adherence to a wide variety of reporting and compliance requirements.
- Assess and implement integrated CRM accounting and award systems throughout organization, locally and remotely in international organizations, including new and integrated systems for budgeting, project management, procurement, and human resources.

### 2024 - current

Edwards Family Companies | Sacramento, CA

#### CFO

- Oversee all accounting and financial functions of a group of 12 individual construction companies.
- Companies range from construction, union and non, water treatment, retail sales, and management services.
- Designed and implemented an ERM system, combining multiple different accounting systems into one cohesive program including job cost tracking, financial reporting, management KPI, payables, invoicing, and integrated human resources.

## Contact

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### Phone

530-632-4686

### Email

shayleen@oconnellcpas.com

### Website

oconnellcpas.com

## Education

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2002

### Bachelor of Science: Agribusiness, minor in Accounting

California Polytechnic State University, San Luis Obispo

2003

### Masters of Business Administration: Finance

University of the Pacific

## Certificates

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- Certified Public Accountant (CPA)
- Accredited in Business Valuations (ABV)
- Certified in Financial Forensics (CFF®)
- Certified Divorce Financial Analyst (CDFA™)

## Service

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- California Rangeland Trust - Audit Committee Member
- California Collaborative Divorce Practice Group - Treasurer, Board of Directors
- Sacramento Collaborative Divorce Group - Member, Board of Directors
- California Cattlewomen - Member, Board of Directors

# Shayleen O'Connell

## Strengths

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Strong financial acumen

Servant leader

Collaborative

Innovative

Understands the importance and role of agriculture

- Oversee and manage day to day functions including job tracking, invoicing, payables, regulatory compliance, payroll, captive insurance, monthly close and reporting, budgeting, forecasting, and investments.

### 2022 - current

SAGE | New York, New York

#### Interim Finance Director

- Recruited to evaluate, recommend, and implement more efficient and productive financial and accounting processes for entire organization, as well as successfully manage the financial audit, 990 preparation, and their first single audit.
- Work directly with all departments to ensure accurate and cohesive financial tracking for the entire organization.

### 2019 - 2021

Emerald Farms | Maxwell, California

#### Controller

- Oversee accounting, finance and HR departments for large, vertically integrated agriculture producer.
- Manage detailed cost accounting, inventory tracking, recipe production, government and food safety compliance and tracking.

### 2016 - 2018

Robert W. Baird & Co. | Sacramento, California

#### Associate Financial Advisor, FINRA Series 7 Representative

### 2012 - 2016

Mastagni Holstedt, APC | Sacramento, California

#### Consultant & Forensic Accountant

### 2006 - 2012

Perry Smith LLP | Sacramento, California

#### Senior Vice President, Forensic & Valuation Services Group

### 2005

Iacopi, Lenz & Co. | Stockton, California

#### Senior Accountant

### 2003 - 2005

Moss Adams | Stockton, California

#### Senior Accountant



# Shayleen O'Connell

A seasoned leader with more than 25 years of experience in the accounting and finance industry with an emphasis in agribusiness. Specializing in CFO services, business valuation, forensic accounting and divorce financial analysis. Comfortable designing and implementing systems and procedures. Strong operational skills, ability to work well under pressure, strategic executor and manager even in remote settings, and highly dedicated to clients' outcomes and understanding.

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- California Cattlewomen - Member, Board of Directors

## References

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Chris Hewett, Lfiot

### **Founder**

**chris.hewett@lfiot.com**

**(718) 509-2479**

Rob Wallace, Wallace & Toney Valuations

### **Owner**

**rwallace@wallaceval.com**

**(916) 715-9302**

John Toney, Wallace & Toney Valuations

### **Owner**

**jtoney@wallaceval.com**

**(916) 599-7891**

Jamie Traynham

### **Financial Consultant**

**jtraynham@citilink.net**

**(530) 908-9864**

Katharine Biowott, Bartholomew & Wasznicky LLP

### **Attorney**

**katharine@divorcewithrespect.co**

**(916) 455-5200**

**SITES PROJECT AUTHORITY AND  
INDEPENDENT CONTRACTOR AGREEMENT**

**Finance Manager**

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This Independent Contractor Agreement (Agreement) is by and between the Sites Project Authority ("Authority"), with its principle place of business at 122 Old Highway 99 West, P.O. Box 517, Maxwell, CA 95955, and Shayleen O'Connell CPA ("Contractor"), with its principle place of business at 4825 J Street, Suite 112, Sacramento, CA 95819. The Authority and Contractor may individually be referred to as a "Party" or collectively referred to as "Parties".

**RECITALS**

- a. The Authority has as its mission, to be a proponent and facilitator to design and potentially acquire, construct, manage, govern, and operate Sites Reservoir and related facilities; to increase and develop water supplies; to improve the operation of the state's water system; and to provide a net improvement in ecosystem and water quality conditions in the Sacramento River system and the Delta ("Project");
- b. The Sites Reservoir has been identified by the State of California and federal government as an important component of integrated water management in the Sacramento River watershed and could support the state's co-equal policy to improve water management and restore the ecological health for beneficial uses of the Sacramento-San Joaquin Delta and Sacramento River watershed;
- c. The Authority wishes to obtain professional services for the position of Finance Manager and, as a result, desires to engage Contractor to provide the professional services described herein (the "Services") in fulfillment of the Project; and
- d. Contractor desires to provide the Services subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the articles contained in this Agreement, the Authority and Contractor agree as follows:

**AGREEMENT**

## **ARTICLE 1: TERM OF AGREEMENT**

- a. This Agreement shall become effective on January 20, 2025 ("Effective Date"), and shall remain in full force or effect until June 30, 2026, or until the earlier termination of this Agreement in the manner provided for herein (the "Term").
- b. The Term may be extended upon terms mutually agreed upon by the Parties. In order to extend the Term, a Party must communicate its interest in an extension no less than sixty (60) days prior to the expiration of the initial Term or any extended Term.
- c. Either Party may terminate this Agreement at any time with or without cause, by giving sixty (60) days' written notice to the other Party of the termination.
- d. The Authority may terminate this Agreement at any time prior to expiration of the Term without notice if the Contractor commits any material act of dishonesty, discloses confidential information, is guilty of gross carelessness or misconduct, or unjustifiably neglects their duties under this Agreement, commits any material breach of the terms of this Agreement or acts in any way that has a direct, substantial, and adverse effect on Authority's reputation. If Authority terminates for cause due to Contractor's material breach of this Agreement, Authority shall only be liable to compensate Contractor for Services provided up to the date of Contractor's receipt of the Authority's notice of termination.

## **ARTICLE 2: SCOPE OF SERVICES**

This Agreement assigns the following responsibilities to each of the Parties:

- a. A Statement of Standard Services is attached hereto as Exhibit "A" and incorporated herein.
- b. Contractor shall determine the method, details, and means of performing the Services and otherwise upholding its obligations under this Agreement. Unless specifically requested by Authority in the case of a meeting, Contractor shall be generally available to the Authority but is not required to perform the Services during a fixed period of time.
- c. Contractor shall provide supplies necessary to perform the Services. However, Contractor may rely on Authority staff and other consultants retained by the Authority to perform (a) office management functions; (b) dedicated administrative and support functions; and (c) technical functions.

- d. Contractor's performance of the Services at the direction of the Authority's Executive Director, however all contract terms and conditions are subject to Authority Board approval.
- e. Nothing contained in this Agreement shall limit the ability of Contractor to perform the same or similar duties to the Services for any other authority, entity, or organization (each a "Third Party Client") other than Authority; provided, that Contractor shall inform the Authority in writing of any existing and future Third Party Client, and shall not perform services for a Third Party Client if they unreasonably interfere with Contractor's performance of the Services to Authority as required under this Agreement or create a conflict of interest for Contractor. Consistent with the foregoing, Contractor shall not advocate for other clients in a manner that would result in the communication of any position in any public forum that is contrary to the Authority's interest.
- f. Contractor shall perform the Services in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in California, relating to a project site comparable to the Project and under the same or similar circumstances and conditions as those concerning the Project.

### **ARTICLE 3: STATUS & WORK**

- a. Status as Independent Contractor: Contractor will act as an independent Contractor of the Authority in the performance of the Services under this Agreement. The Contractor will be responsible for the payment of all applicable federal, state, and local taxes arising out of or related to Contractor's Services for the Authority. Contractor further 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 for which Contractor is responsible. Nothing contained in this Agreement shall constitute or be deemed to create between the Authority and Contractor the relationship of employer/employee, it being expressly understood and agreed that the only relationship between Contractor and Authority created herein shall be that of an independent Contractor. Without limiting the foregoing, Contractor is not entitled to any rights or benefits afforded to Authority's employees, if any, including disability or unemployment insurance, workers compensation, medical or life insurance, vacation, holidays, personal leave or any other employment benefit that Authority may provide to its employees from time to time.
- b. Subcontracting: Contractor shall not employ independent consultants, associates, or subcontractors to assist in the performance of Contractor's duties hereunder without the prior written consent of the Authority. As to any such subcontract to which



Authority has not granted its express prior written consent, Authority shall not have any obligation to recognize, accept, compensate for, or otherwise assume any responsibility for it or for any work performed pursuant to it.

#### **ARTICLE 4: FORCE MAJEURE**

Neither Party to this Agreement shall be liable for its failure to perform its obligations hereunder due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, earthquakes, acts of God and/or unusual acts of nature, acts in compliance with any law, regulation or order (whether valid or invalid) of the United States of America or any state thereof or any other domestic or foreign governmental body or instrument thereof having jurisdiction in the matter. Delay occasioned thereby shall not be considered a breach of this Agreement.

#### **ARTICLE 5: INDEMNITY**

- a. Contractor Indemnification: Contractor shall indemnify and hold the Authority and its officers, directors, employees and agents harmless from and against any claim, cause of action, loss or liability to the extent arising out of related to acts or omissions of the Contractor in performing the Services.
- b. Authority Indemnification: Authority shall indemnify and hold Contractor and its officers, directors, employees and agents harmless from and against any claim, cause of action, loss or liability to the extent arising out of related to acts or omissions of the Authority in performing its obligations as provided under this Agreement.

#### **ARTICLE 6: INSURANCE**

- a. Contractor shall maintain the following insurance:
  1. Commercial General Liability (CGL) Insurance:

Commercial General Liability Insurance, including coverage for bodily injury and property damage liability arising out of premises, operations, products, and completed operations in addition to advertising injury and personal injury liability coverage with a limit of \$1,000,000 per occurrence and \$1,000,000 general aggregate limit.

Non-owned and hired automobile liability coverage applies by endorsement to this policy with a limit of \$1,000,000 bodily injury and property damage per occurrence and \$1,000,000 general bodily injury and property damage aggregate limit.

With respect to the Services performed by Contractor, Contractor's Commercial General Liability policy shall be primary to similar insurance of the Authority and shall waive subrogation against Authority.

The Authority, and its directors, officers, and authorized agents shall be added as an additional insured by additional insured coverage endorsements CG 2010 04 13 and CG 2037 04 13, or equivalent additional insured coverage endorsements, on Contractor's Commercial General Liability insurance policy.

2. Professional Liability Insurance:

If Authority determines in its reasonable discretion and consistent with industry standards that Contractor should obtain and maintain professional liability insurance, then Contract shall so obtain and maintain a \$1,000,000 per claim and \$1,000,000 annual aggregate limit professional liability insurance policy, with prior acts coverage sufficient to cover the services performed under this Agreement.

3. Commercial Automobile Liability Insurance:

Contractor agrees to maintain Business Automobile liability insurance during the term of this Agreement, with a limit for property damage and bodily injury of \$1,000,000 per occurrence and \$1,000,000 general aggregate limit, together with an equivalent rider to the Commercial General Liability Insurance required in Article 6(a)(1) above for hired and non-owned automobiles.

4. Workers Compensation Insurance:

When applicable, Contractor shall maintain Workers Compensation Insurance, including Employer's Liability, at a minimum limit acceptable to the Parties for all persons whom Contractor may employ in performing the Services. Such insurance shall be in strict accordance with the requirements of the most current and applicable Workers Compensation Insurance Laws in effect from time to time. Contractor shall furnish to Authority confirmation of Contractor's experience modification rate, which the Authority may request from time to time.

- b. Such policies shall, as applicable, contain or be endorsed with the provision that coverage shall not be cancelled by the insurance company in coverage without thirty (30) days prior written notice to the Authority.

## **ARTICLE 7: CONFIDENTIALITY AND PROPRIETARY INFORMATION**

Contractor acknowledges that it will be necessary for the Authority to disclose certain

confidential and proprietary information (the "Confidential Information") to Contractor in order for Contractor to perform the Services under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this Confidential Information would irreparably harm the Authority. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any 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.

The product of all Services performed under this Agreement (for purposes of this Article 7, the "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 agrees not to challenge the validity of the Authority's ownership in the Work Product.

Upon expiration or earlier termination of this Agreement, Contractor shall turn over to the Authority all Confidential Information and Work Product in Contractor's possession within ten (10) business days of the date of expiration or termination.

For the period of two (2) years after expiration or termination of this Agreement for any reason, Contractor shall not interfere with any relationship between the Authority and any of its members, employees, consultants, agents, representatives or suppliers by persuading, enticing, or attempting to persuade or entice any such member, employee, consultant, agent, representative, or supplier to disengage from the Project.

For the period of two (2) years after expiration or earlier termination of this Agreement for any reason, within a fifty (50) mile radius of the Authority's main office or satellite office, Consultant shall not use or access the Confidential Information in any manner to solicit or attempt to solicit, either for itself or for a third party, any of the Authority's members, consultants or employees with the intent or purpose of providing services to those members which are the same or similar as those provided to the Authority, or to offer employment or engagement to any Authority employee or consultant which is the same or similar as that provided by the Authority.

## **ARTICLE 8: COMPENSATION**

- a. Method of Payment: The Authority shall pay Contractor for its services and project-

related business travel and expenses in accordance with the following:

1. Compensation for Services: Authority shall compensate Contractor for performance of the Services at a monthly rate equivalent to \$32,000 per month.
  2. Project-Related Business Travel & Expenses: Authority agrees to provide office space to Contractor at the Authority's [main office in Maxwell, California], or such other main or satellite office as Authority may designate from time to time. Such office as designated by the Authority shall be referred to as Contractor's "Designated Office Location." On a monthly basis, Contractor may invoice the Authority for the authorized costs of business travel and expenses that Contractor incurs in performance of the Services that originates at Contractor's Designated Office Location. Such authorized travel that is eligible for reimbursement does not include Contractor's travel to and from the Contractor's residence and Contractor's Designated Office Location.
  3. Annual Review: Authority will evaluate Contractor's performance under this Agreement at an annual review. The annual review is expected each September. As part of the annual review the Authority will consider an adjustment of Contractor's compensation for Services, including a merit adjustment and/or an index-based cost of living adjustment as the Authority determines appropriate.
- b. Payment Process: Contractor shall invoice the Authority for Services performed and reimbursable costs incurred on a monthly basis. Invoices shall be sent electronically to the Authority's Executive Director by the 15<sup>th</sup> of the month for the previous month's services. If approved by the Authority's Accounts Payable Approval Policy and Procedures, the amount of the invoice shall be paid to Contractor within 30 days. The Authority may reduce its payment of an invoice by the amount deemed by the Authority's Board to be in dispute until any such disputed item resolved between Authority and Contractor.

## **ARTICLE 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.

## **ARTICLE 10: MISCELLANEOUS**

- a. Governing Law: This Agreement shall be governed by the laws of the State of California.
- b. Amendment: This Agreement shall not be amended except by written agreement signed by both Parties.
- c. Successor and Assigns: This Agreement and the covenants and conditions contained herein shall apply and be binding upon and inure to the benefit of the permitted administrators, executors, legal representatives, assignees, successors, agents and heirs of each Party hereto.
- d. Assignments: This Agreement is not assignable by Consultant without the consent of the Authority, which consent the Authority may grant or withhold for any or no reason in its sole discretion. Any such purported assignment without prior written consent by the Authority shall be null and void. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge either Party from any obligation under this Agreement.
- e. No Third-Party Beneficiaries: Except for rights of indemnitees specifically referenced in this Agreement, no provision of this Agreement is intended to create or grant claims or rights of action against Authority for the benefit of any third parties.
- f. Integration: This Agreement 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.
- g. Waiver: A waiver by either the Authority or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- h. Severability: If any provision of this Agreement is determined to be invalid or

unenforceable, the remainder of this Agreement shall not be affected thereby and shall be and remain valid, binding and enforceable to the fullest extent permitted by law.

- i. Counterparts: This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.
- j. Notices: Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as provided for in the opening paragraph of this Agreement, and are deemed given on the date they are provided (in the event of personal delivery or delivery by courier) or three (3) business days after being postmarked (in the event of mail delivery).
- k. Representation by Attorney: The Parties expressly represent and warrant that they have had the opportunity to receive, and/or have received independent legal advice from their respective attorneys with respect to the advisability and effect of entering into this Agreement.
- l. Attorney's Fees: In the event of litigation for breach of this Agreement, or arising out of or related to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, expert fees, and costs incurred.
- m. Captions: Any paragraph captions are for reference only and shall not be considered in construing this Agreement.
- n. Authority to Enter: The Parties each warrant and represent that they each have the authority to enter in to this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of the Parties.

**SITES PROJECT AUTHORITY**

**SHAYLEEN O'CONNELL CPA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **EXHIBIT "A"**

## **Finance Manager AMENDMENT 3 – SCOPE OF SERVICES SITES RESERVOIR PROJECT**

### **Reports To:**

Executive Director

### **Functions Reporting to Position:**

Project Controls, Project Integration/Program Management (individual staff leads within Project Integration matrixed to service areas supported excluded)

### **Committee/Working Group Staff Lead :**

Joint Budget and Finance Committee

### **Roles & Responsibilities:**

The Finance Manager works as an Owner's Representative and leads a team of consultants that provide support services in the finance area. The Finance Manager is responsible for overseeing and managing all aspects of the project's administrative functions on behalf of the owner, ensuring its successful execution and completion within the established parameters and consistent with the Owner's values. The Finance Manager is one of four Authority Agents who directly reports to the Executive Director and serves on the senior leadership team for the Project.

As an Owner Representative, the Finance Manager is a position of responsible charge and accountability directly to the owner (the Sites Project Authority) and serves in more of a traditional agency staff function. The position is expected to work with the senior leadership team and view decision making and tradeoffs from the perspective of the total project while representing the values of the Sites Project Authority and continually focus those working on the financial management of the Project on what accomplishes the Authority's mission statement. The Finance Manager must assess and prioritize multiple interests to align the finance team around creating a project that delivers expected benefits, within the planned schedule and budget, and makes all involved proud. The Finance Manager is authorized to communicate on the Owner's behalf and can have certain authorities delegated to them by the Executive Director.

### **General Duties**

- Business Practices: Provide leadership oversight of business practices including development and implementation of policies and procedures, standard operating procedures, information technology standards, document and data management standards, quality management standards of the Authority, applying risk management

strategies.

- Health and Safety Responsibility: Develop and implement health and safety practices within the areas of responsibility. (Note: Health and Safety responsibility for the Project is not one of the duties of this position).
- Standard of Practice: Ensure compliance with common industry standards and compatibility of efforts and results across all Authority service areas.
- Board Support: Support and attend Sites Project Authority Board Meetings, Reservoir Committee Meetings, and Work Group meetings as appropriate.
- Conflict Resolution: For the areas of responsibility, resolve owner-level decisions in working with the Executive Director and other Authority Agents, develop and recommend policy and procedures to ensure efficient and effective execution of the work, and provide strategic and tactical advice to the Executive Director and the Authority.
- Financial Oversight: Be the Authority's primary person for revenue and expense work planning, budgeting, budget tracking activities, and financial reporting. Manage the cash position of the Authority. Ensure those in direct charge of direct project activities have access to financial information needed to meet their operating and capital delivery, and area management needs.
- Contract Management: Manage assigned consultant contracts, including contract review and negotiations, work planning and oversight, QA/QC, and invoice review and approval.
- Complete other duties as assigned by the Executive Director.

#### Procurement and Contract Oversight

- Vendor Selection and Contracting: Plan, organize, direct, and carry out the Authority's contracts, agreements, contractor task orders, and procurement activities within the Authority and with contractors, outside organizations and state and federal government entities, etc. Ensure compliance with Board policies, common industry standards, relevant laws and statutes.
- Contract development: Represent the Authority during contract and agreement discussions and negotiations, including state and federal agreements and audits.
- Procurement Policy Oversight: Oversee the procurement process to ensure compliance with policies and obtain the best value for the project.
- Contract Management: Manage financial aspects of contracts, including payment schedules, cost tracking, and financial reporting.

#### Financial Management

- Budgeting and Forecasting: Develop and manage the project's financial plans, including annual budgets, long-term financial forecasts, and funding strategies.
- Financial Reporting: Prepare and present accurate financial statements and reports to stakeholders, including the board of directors, government agencies, and the public.



- **Cost Control:** Monitor project expenditures and implement cost control measures to ensure the project stays within budget.
- **Auditing and Compliance:** Ensure compliance with all financial regulations, policies, and standards. Coordinate internal and external audits.
- **Risk Management:** Identify financial risks and develop strategies to mitigate them. Implement risk management policies and procedures.

#### Funding and Financing

- **Funding Strategy:** Develop and execute funding strategies, including securing grants, loans, bonds, and other financing options.
- **Investor Relations:** Manage relationships with investors, lenders and funding agencies.
- **Provide regular Board Level and Staff Level updates** on project progress and financial status.
- **State and Federal Funding Agreements:** Plan, organize, direct, and carry out the Authority's state and federal funding agreements. Monitor and maintain compliance with agreements, including appropriate expense eligibility requirements and meeting any auditing requirements.

#### Accounting and Financial Operations

- **General Accounting:** Oversee all accounting functions, including accounts payable, accounts receivable, payroll, general ledger, and financial reporting.
- **Internal Controls:** Establish and maintain effective internal controls to safeguard assets and ensure the accuracy of financial records.
- **Financial Systems:** Implement and manage financial systems and software to achieve needed level of financial controls, efficiency and accuracy in financial reporting and operations.

#### Strategic Planning

- **Financial Strategy:** Contribute to the development of the project's strategic plan by providing financial insights and recommendations.
- **Long-term Planning:** Develop long-term financial plans to support the sustainability and cost viability of the project.

#### Team Leadership and Development

- **Team Management:** Lead and mentor the project controls service provider, project integration/program management service provider, financial systems development and implementation, and ensuring professional development and high performance.
- **Collaboration:** Work closely with other Agents and the service area providers working within their areas of responsibility, such as engineering, environmental planning and permitting,

and legal, to support project goals.

### Stakeholder Communication

- Board Reporting: Prepare and present financial reports and updates to the board of directors and executive management.
- Public Communication: Communicate financial information to the public, ensuring transparency and accountability.

### Policy Development

- Financial Policies: Develop and implement financial policies and procedures to ensure consistency, compliance, and best practices.
- Ethics and Integrity: Promote ethical behavior and integrity in all financial dealings and decision-making processes.

### Performance Measurement

- KPIs and Metrics: Develop and monitor key performance indicators (KPIs) to measure the financial health and performance of the project.
- Continuous Improvement: Identify opportunities for process improvements and implement changes to enhance efficiency and effectiveness.



## **CONSULTANT AGREEMENT**

This **CONSULTANT AGREEMENT** (this “**Agreement**”) is executed, delivered and intended to be effective as of February 1, 2025 (“**Effective Date**”) by and between the SITES PROJECT AUTHORITY, a California joint powers authority duly formed and existing under and pursuant to the California Joint Exercise of Powers Act (Government Code § 6500 *et seq.*) (“**Authority**”), and Trapasso Consulting Services (“**Consultant**”). Authority and Consultant may be individually referred to as a “**Party**” or collectively as the “**Parties**.”

### **RECITALS**

- A. The Authority has as its mission, to be a proponent and facilitator to design and potentially acquire, construct, manage, govern, and operate Sites Reservoir and related facilities; to increase and develop water supplies; to improve the operation of the state’s water system; and to provide a net improvement in ecosystem and water quality conditions in the Sacramento River system and the Delta (“**Project**”);
- B. The Sites Reservoir has been identified by the State of California and federal government as an important component of integrated water management in the Sacramento River watershed and could support the state’s co-equal policy to improve water management and restore the ecological health for beneficial uses of the Sacramento-San Joaquin Delta and Sacramento River watershed; and
- C. Consultant desires to perform the Service subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the articles contained in this Agreement, the Authority and Consultant agree as follows:

### **AGREEMENT**

#### **ARTICLE 1: SERVICES**

- a. **Services.** The services to be provided for pursuant to the Agreement include project controls related support services (“**Services**”). The “Services” shall mean all work to be performed by Consultant hereunder, as the same may be supplemented, expanded, reduced or otherwise modified from time to time pursuant to a Task Order or Task Order Amendment described below. The Services shall be provided on a time and materials, not-to-exceed basis.
- b. **Task Orders.** At such time as the Parties identify with particularity the scope of Services, the particular tasks that comprise the Services, and the time for performance thereof, the same shall be set forth in a task order(s) using the form attached hereto and incorporated herein as **Exhibit A** (each, a “**Task Order**”). Each Task Order, as may be amended from time to time

by a Task Order Amendment using the form attached hereto as **Exhibit A-1** (each, a “**Task Order Amendment**”) shall be integral to this Agreement and is incorporated herein by reference. In the event the Parties intend for the Services to be performed in phases the Parties shall execute additional Task Orders, each of which shall, as applicable, be considered a separate and additional Task Order. Consultant shall be solely responsible for bearing the costs associated with preparing a Task Order.

- c. **Task Order Amendment.** From time to time, the Parties may make changes to or authorize certain work set forth in a Task Order, including, without limitation, issuing additional instructions, requiring additional work, deleting work previously ordered, or increasing or decreasing the budget or time for performance, by executing one or more Task Order Amendments (each a “**Task Order Amendment**”) substantially in the form of **Exhibit A-1** attached hereto. The provisions of this Agreement shall apply to all such Task Order Amendments. Authority shall be solely responsible for bearing the costs associated with preparing a Task Order Amendment.

## **ARTICLE 2: TERM OF AGREEMENT**

- a. This Agreement shall become effective on the Effective Date, and shall remain in full force or effect until June 30, 2026 or until the earlier termination of this Agreement in the manner provided for herein (the “**Term**”).
- b. The Term may be extended upon terms mutually agreed upon by the Parties. In order to extend the Term, a Party must communicate its interest in an extension no less than sixty (60) days prior to the expiration of the initial Term or any extended Term.
- c. Either Party may terminate this Agreement at any time with or without cause, by giving thirty (30) days’ written notice to the other Party of the termination.
- d. The Authority may terminate this Agreement at any time prior to expiration of the Term without notice if the Consultant commits any material act of dishonesty, discloses confidential information, is guilty of gross carelessness or misconduct, or unjustifiably neglects their duties under this Agreement, commits any material breach of the terms of this Agreement or acts in any way that has a direct, substantial, and adverse effect on Authority’s reputation. If Authority terminates for cause due to Consultant’s material breach of this Agreement, Authority shall only be liable to compensate Consultant for Services provided up to the date of Consultant’s receipt of the Authority’s notice of termination. Termination of this Agreement by Authority shall not affect Consultant’s obligations or liabilities to Authority other than Consultant’s obligation to continue to render the Services, which shall terminate.
- e. **Suspension of Services.** Authority may order Consultant in writing to suspend, delay or interrupt performance of all or any part of the Services under any Task Order for the convenience of Authority, or for work stoppage beyond the control of Authority (“**Suspension Notice**”). If the performance of the Services is so suspended, delayed or interrupted, Authority shall pay Consultant for Services rendered prior to receipt of the Suspension Notice, and for reasonable charges for documenting the status of such Services as of the date of suspension, but no further payment shall be due unless and until Authority gives written notice that

performance of such Services shall be resumed.

- f. **Agreement Closeout Memo.** Regardless of the grounds of termination, or whenever requested by Authority, Consultant shall immediately turn over to Authority's Contract Administrator a completed closeout memorandum in a form that Authority shall furnish to Consultant (the "**Agreement Closeout Memo**"), and all of Authority's property.
- g. **Assumption of Subconsultant Agreement.** In connection with the termination of this Agreement by either Party, the Authority shall have the right but not the obligation to either (i) assume a contract entered into by and between Consultant and any of its subconsultants in connection with this Agreement, or (ii) enter into a new contract directly with any such subconsultant. If Authority exercises its rights under this **Article 2.g**, Consultant shall, if and as applicable, assign such contracts with such subconsultants as the Authority specifies. Any contract between Consultant and any of its subcontractors entered into in connection with this Agreement shall make express reference to and allocation for Authority's rights under this **Article 2.g**.

### **ARTICLE 3: RESPONSIBILITIES OF THE PARTIES**

- a. Consultant shall determine the method, details, and means of performing the Services and otherwise upholding its obligations under this Agreement within the Schedule specified under the Task Order.
- b. Consultant shall provide supplies necessary to perform the Services.
- c. Consultant's performance of the Services shall be at the direction of the Authority's Executive Director; however, all terms and conditions of this Agreement and any amendment hereto may be subject to approval of the Authority Board.
- d. Nothing contained in this Agreement shall limit the ability of Consultant to perform the same or similar duties to the Services for any other authority, entity, or organization (each a "**Third Party Client**") other than Authority; provided, that Consultant shall not perform services for a Third Party Client if they unreasonably interfere with Consultant's performance of the Services to Authority as required under this Agreement or create a conflict of interest for Consultant. Consistent with the foregoing, Consultant shall not advocate for other clients in a manner that would result in the communication of any position in any public forum that is contrary to the Authority's interest.
- e. **Conflict of Interest Code Compliance.** In providing Services the Consultant shall act consistent with any determination made by the Authority's Executive Director or designated representative that this Agreement requires or permits Consultant to make a governmental decision as specified in 2 CCR 18700.3(a)(1), or serve in a staff capacity as specified in 2 CCR 18700.3(a)(2), and therefore confers on Consultant and select employees of Consultant the status of a "designated employee" or "Consultant" of the Authority for the purposes of Authority's Conflict of Interest Code and the California Political Reform Act. Consultant acknowledges that if the Authority through its Executive Director determines that some of the

Consultant's key personnel are a "designated employee" or "Consultant", Consultant shall (i) acknowledge and accept said determination, (ii) become familiar with the terms of the Political Reform Act, the Authority's Conflict of Interest Code, and the obligations and limitations said laws impose upon Consultant, and (iii) not commence any Services provided for herein until Consultant and each of its designated employees has filed a Form 700 Statement of Economic Interest with the Authority. Authority reserves the right to reevaluate the determination under this **Article 3.f** from time to time, and Consultant acknowledges that said determination is subject to change if and as the Parties amend this Agreement and the nature of the Services. Consultant shall be solely responsible for bearing the costs associated with compliance with Authority's Conflict of Interest Code and the California Political Reform Act.

- f. **Disqualification.** Consultant shall not make or participate in making or in any way attempt to use Consultant's position to influence a governmental decision in which Consultant knows or has reason to know Consultant has a direct or indirect financial interest other than the compensation promised by this Agreement. Consultant will immediately advise Authority if Consultant learns of a financial interest of Consultant's during the term of this Agreement. Without limiting the foregoing, if Consultant's participation in another Authority project or a project being implemented by one of its members or a member to a Project Agreement Committee would create an actual or potential conflict of interest, in the opinion of the Authority, the Authority may disqualify Consultant from participation in such other project during the Term hereof.
- g. **Subject Matter Conflicts.** Consultant covenants and agrees that in the event Consultant is providing services to other clients whose interests are not aligned with those of the Authority, Consultant shall not advocate for such other clients in a manner that would result in the communication of such contradictory positions in any public forum.
- h. **Compliance with Laws.** Consultant's services shall 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 Consultant's profession currently practicing under similar conditions. Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, orders and Authority's rules, regulations and policies relating to the Services ("**Applicable Laws**"). Consultant certifies that its work in furtherance of the Services conforms to the requirements of this Agreement and all Applicable Laws. If Consultant is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Consultant shall maintain that license, certification, registration or other similar requirement throughout the term of this contract. Without limiting the foregoing, Applicable Laws shall include, without limitation, those that are specifically incorporated into any agreement between Authority and a state or federal agency pertaining to the Services, which agency agreement and any amendments thereto the Authority will provide to Consultant following their execution.
- i. **Safety.** Without limiting any term or condition of Article 3i, Consultant warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including, but not limited to, Cal/OSHA regulations. Consultant shall be solely and exclusively responsible for its compliance, and compliance by its agents, employees, and subcontractors, with all safety requirements. The Authority reserves the right to require

Consultant to develop and submit to the Authority a fieldwork safety plan; provided, however, that Authority will not review such plan for quality, sufficiency, legal compliance or any other matters.

- j. The Authority established the 2020 Strategic Plan to reflect the vision, mission, values, and goals of the organization and to serve as a guide for development of the project. In performing the Services, the Consultant agrees to adhere to the following as provide in the 2020 Strategic Plan:
  - i. Abide by and serve to represent the values of the Authority in the performance of the Services and in any representation of the Project by the Consultant outside of the direct performance of the Services.
  - ii. Proactively support the Authority in meeting its Strategic Plan goals and objectives in a manner that contributes to the full and complete achievement of the expected outcomes for the strategic goal areas of affordability, permissibility, buildability and organization effectiveness as described in the 2020 Strategic Plan. The extent to which the Consultant is expected to make such contribution is limited to be within the scope of the Services being performed but not limited by the specifications of this Agreement. For example, the Authority expects in supporting the development of the Project, Consultant shall continuously seek out and identify approaches to improve affordability, permissibility, and buildability of the project to ensure the Authority's performance objectives for the constructed facilities are completely satisfied.
  - iii. Manage Consultant's delivery of Services in a manner that ensures a successful coordination and most efficient delivery of project deliverables across all service areas and consultants performing Services on the Project. The intent is for all consultants performing work on the Project to operate as one team of professionals all aiming together to achieve the Authority's Strategic Plan goals and objectives.
- k. **Books and Records.** During the term of this Agreement, Consultant shall keep and preserve accurate and detailed records of all "Work" (as defined in **Article 8**, below), ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the Services and disbursements charged to Authority under this Agreement (collectively, "Books and Records") in the manner required under the Authority's Records Keeping Policy. Further, Consultant shall keep and shall preserve accurate and detailed records of all Books and Records for no less than four (4) years after final payment for all Services under this Agreement. Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Consultant under this Agreement. During the retention period, Consultant shall give Authority and its agents, during normal business hours, access to such Books and Records. Authority and its agents shall have the right to make copies of any of the said Books and Records.
- l. **Access to Provide Services.** Consultant shall use commercially reasonable efforts to provide Authority with an anticipated schedule of necessary access to Authority's premises and property or any other such premises or property that have been dedicated to the Authority or

made available for the Authority's use. Consultant shall perform the Services in a manner that is consistent with Authority's requirements and conditions applicable to the Authority's use of premises or property, and will minimize any interference with the operations of the Authority and its related entities and its agents and other consultants.

#### **ARTICLE 4: INDEPENDENT CONTRACTOR STATUS**

- a. **Status as Independent Contractor.** Consultant will act as an independent contractor of the Authority in the performance of the Services under this Agreement. Consultant will be responsible for the payment of all applicable federal, state, and local taxes arising out of or related to Consultant's Services for the Authority. Consultant further 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 for which Consultant is responsible. Nothing contained in this Agreement shall constitute or be deemed to create between the Authority and Consultant the relationship of employer/employee, it being expressly understood and agreed that the only relationship between Consultant and Authority created herein shall be that of an independent contractor. Without limiting the foregoing, Consultant is not entitled to any rights or benefits afforded to Authority's employees, if any, including disability or unemployment insurance, workers compensation, medical or life insurance, vacation, holidays, personal leave or any other employment benefit that Authority may provide to its employees from time to time.
- b. **Subcontracting.** Consultant shall not employ or retain independent consultants, associates, or subcontractors to assist in the performance of Consultant's duties hereunder without the prior written consent of the Authority. As to any such subcontract to which Authority has not granted its express prior written consent, Authority shall not have any obligation to recognize, accept, compensate for, or otherwise assume any responsibility for it or for any work performed pursuant to it.

#### **ARTICLE 5: FORCE MAJEURE**

- a. Neither Party to this Agreement shall be liable for its failure to perform its obligations hereunder due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, earthquakes, acts of God and/or unusual acts of nature, acts in compliance with any law, regulation or order (whether valid or invalid) of the United States of America or any state thereof or any other domestic or foreign governmental body or instrument thereof having jurisdiction in the matter. Delay occasioned thereby shall not be considered a breach of this Agreement.



## **ARTICLE 6: INDEMNITY**

- a. **Consultant Indemnification.** Consultant shall indemnify and hold the Authority and its members, and each of their officers, directors, employees, agents, officials, representatives, affiliates, subsidiaries, predecessors, successors, and assigns (collectively, “**Indemnitees**”), from and against any and all claims, demands, liabilities, damages, losses, liens, obligations, costs and expenses, including without limitation reasonable attorneys' fees and expenses (“**Claims**”) to the extent arising out of or related to acts or omissions of the Consultant, its employees, subconsultants, subcontractors, agents or representatives in performing the Services. Consultant’s liability under this **Article 6** is limited to the amounts recovered from the insurance that is provided for in **Article 7**.
- b. **Authority Indemnification.** Authority shall indemnify and hold Consultant and its officers, directors, employees and agents harmless from and against any Claims to the extent arising out of related to acts or omissions of the Authority in performing its obligations as provided under this Agreement.
- c. **Limitation on Damages.** In no event shall either Party be liable to the other Party for the payment of any consequential (including lost profits), punitive or exemplary damages.

## **ARTICLE 7: INSURANCE**

- a. All insurance shall be maintained with insurance carriers having a general policyholders rating of not less than an A and financial rating of not less than VII in the most current Best’s Key Rating Guide.
- b. Consultant shall maintain the following insurance:
  - i. **Commercial General Liability (CGL) Insurance.** Commercial General Liability Insurance, including coverage for bodily injury and property damage liability arising out of premises, operations, products, and completed operations in addition to advertising injury and personal injury liability coverage with a limit of \$1,000,000 per occurrence and \$ 2,000,000 general aggregate limit.

Non-owned and hired automobile liability coverage applies by endorsement to this policy with a limit of \$1,000,000 bodily injury and property damage per occurrence and \$1,000,000 general bodily injury and property damage aggregate limit.

With respect to the Services performed by Consultant, Commercial General Liability policy shall be primary to similar insurance of the Authority and shall waive subrogation against Authority.
  - ii. **Commercial Automobile Liability Insurance.** Consultant agrees to maintain Business Automobile liability insurance during the term of this Agreement, with a limit for property damage and bodily injury of \$1,000,000 per occurrence and \$1,000,000 general aggregate limit, together with an equivalent rider to the Commercial General Liability Insurance required in **Article 7.b.i** above for hired and non-owned automobiles.

- iii. **Workers Compensation Insurance.** When applicable, Consultant shall maintain Workers Compensation Insurance, including Employer's Liability, at a minimum limit acceptable to the Parties for all persons whom Consultant may employ in performing the Services. Such insurance shall be in strict accordance with the requirements of the most current and applicable Workers Compensation Insurance Laws in effect from time to time. Consultant shall furnish to Authority confirmation of Consultant's experience modification rate, which the Authority may request from time to time.
  - iv. **Specialty Insurance.** Authority may from time to time require additional coverage not specifically identified herein as the Authority determines is necessary or appropriate based on the nature of the Services. Such coverage could include, for example, aircraft liability coverage, pollution liability coverage, and marine liability coverage, in such amounts as the Authority may require in its reasonable discretion.
  - v. **Subconsultant and Subcontractor Insurance.** Consultant shall not allow any subconsultants or subcontractors to commence or perform any Services until Consultant obtains from such subconsultant or subcontractor the same insurance required to be carried by Consultant under this **Article 7**, or such additional coverage that the Authority may require of the subconsultant or subcontractor, or in such other amounts as Authority might agree to or require in Authority's discretion. Any such modification to a subconsultant's or subcontractor's insurance requirements shall be reflected in a written instrument signed by Authority's Contract Administrator. Consultant shall also obtain from any subconsultant or subcontractor an indemnification in form and substance identical to the indemnification set forth in **Article 6** for the benefit of Consultant and the Authority. Upon request, Consultant shall deliver to Authority certificates and endorsements issued by each subconsultant's or subcontractor's insurance carrier applicable to Authority showing such policies in force for the specified period, but Authority has the right to require subcontractors or subconsultants to submit for Authority's review certified policies.
- c. **Evidence of Insurance.** As evidence of specified insurance coverage, Consultant shall deliver to Authority's Contract Administrator insurance industry standard ACORD form or equivalent certificates and endorsements issued by Consultant's insurance carrier applicable to Authority showing such policies in force for the specified period. Such evidence shall be delivered to Authority on or before the Effective Date. Each policy and certificate shall be subject to reasonable approval by Authority and shall provide that such policy shall not be subject to cancellation without 30 days notice in writing to be delivered by certified mail to Authority at the address set forth in **Article 12.k**. Should any policy expire or be canceled before the expiration of the Term, or such later date as necessary pursuant to a Contractor's post-Term obligations to Authority, and Consultant fails immediately to procure other insurance as specified, Authority reserves the right, but shall have no obligation, to procure such insurance and to deduct the cost thereof from any sum due Consultant under this Agreement.
  - d. All such policies specified in the **Article 7** shall, as applicable, contain or be endorsed with the provision that coverage shall not be cancelled by the insurance company in coverage without thirty (30) days prior written notice to the Authority.
  - e. Consultant may request in writing to Authority that Authority waive insurance requirements

or liability amounts set forth herein. Authority may grant or deny any such requests in its sole discretion.

- f. The Authority, and its directors, officers, and authorized agents shall be added as an additional insured by additional insured coverage endorsements CG 2010 04 13 and CG 2037 04 13, or equivalent additional insured coverage endorsements, on Coverages specified in **Articles 7.b.i, 7.b.ii, 7.b.iii, 7.b.v and 7.b.vi.**

## **ARTICLE 8: CONFIDENTIALITY AND PROPRIETARY INFORMATION**

- a. Consultant acknowledges that notwithstanding Authority's status as a governmental entity, Authority may nevertheless be authorized from time to time under Applicable Laws to assert privilege and/or claims of confidentiality to select information exchanged between the Parties or produced in connection with or as a result of this Agreement ("**Confidential Information**"). Consultant shall therefore treat all information exchanged between the Parties or produced in connection with or as a result of this Agreement as Confidential Information, shall prepare, handle, store and transmit all such information in accordance with Authority's labeling and distribution policies, shall take all reasonably appropriate steps to safeguard Confidential Information and to protect it against disclosure, misuse, loss and theft, and shall not directly or indirectly, use, reveal, publish or disclose any such information without Authority's prior written consent. Consultant agrees to abide by the confidentiality terms of this Agreement and acknowledges that they are designed to protect Authority's and the public's vital interests. Consultant further acknowledges that Authority will treat any violation of the confidentiality terms of this Agreement as a matter of the highest importance, and will vigorously pursue any and all legal and equitable rights and remedies to protect its interest hereunder. This could include a civil action leading to money damages and/or criminal prosecution against Consultant. Consultant's confidentiality obligations shall survive expiration or earlier termination of this Agreement.
- b. The product of all Services performed under this Agreement (for purposes of this **Article 8**, the "**Work**"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables and other documents prepared by Consultant or any of its agents, employees, representatives, subconsultants or subcontractors in the performance of the Services or otherwise prepared for Authority under this Agreement shall be a "work made for hire" and, if requested by Authority, from its inception shall irrevocably become and remain the sole property of the Authority. If any Work is deemed for any reason not to be a work made for hire, Consultant hereby assigns all right, title and interest in the copyright or other ownership claim in the Work, and all extensions and renewals thereof, to Authority, and agrees to provide all assistance reasonably requested by Authority in the establishment, preservation and enforcement of its copyright or other ownership claim in the Work. Consultant retains no right to use the Work and agrees not to challenge the validity of the Authority's ownership in the Work. All Work and any Confidential Information shall be conspicuously marked "DRAFT" or "PRIVILEGED AND CONFIDENTIAL ATTORNEY/CLIENT COMMUNICATION AND/OR ATTORNEY WORK PRODUCT", or "INTERNAL DELIBERATIVE PROCESS DOCUMENTS", as applicable, unless requested to do otherwise by Authority. In addition to the rights granted under this Section 8.b, the Consultant shall maintain all right, title and

interest in Consultant Property. The term “Consultant Property” shall mean all pre-existing material, including, but not limited to, any products, software, materials and methodologies proprietary to Consultant or provided by Consultant or its suppliers and any derivative works, trade secrets, know-how, methodologies and processes related to Consultant’s products or services, all of which shall remain the sole and exclusive property of Consultant or its suppliers. Subject to the terms of this Agreement, Consultant grants to Authority a non-exclusive, non-transferable, irrevocable license to use the Consultant Property contained in the deliverables provided hereunder for the purposes of this Agreement.

- c. Consultant agrees that, upon termination of this Agreement with Authority, voluntary or otherwise, Consultant shall return all Authority property, including all Confidential Information, including all copies thereof, then in its or its employees’ possession or control; provided, however, that Consultant may retain one electronic copy of information the Consultant relied upon to perform the Services, which copy shall remain subject to the terms and conditions of **Article 8.a**.
- d. The foregoing notwithstanding, neither party shall be liable for disclosure or use of Confidential Information which: (1) is disclosed with the prior written approval of the disclosing party; or (2) is required by applicable law or court or regulatory order to be disclosed.

#### **ARTICLE 9: [RESERVED]**

#### **ARTICLE 10: COMPENSATION**

- a. **Compensation.** For each Task Order, Authority shall pay Consultant compensation for the Services as included in **Exhibit B – Consultant Fee Schedule**.

- a. **Application for Payments.**

- i. **Progress Payments.** Authority shall pay Consultant the monthly retainer as included in Exhibit B of this agreement for the months of February March, April 2025. Retainer is to be paid by the 15<sup>th</sup> of the month. Consultant shall provide a reconciliation of hours worked and any surplus or deficit hours will carry over to the following month by the 5<sup>th</sup> of the month following retainer payment. Beginning in May 2025, Consultant shall bill Authority for all hours at the rate and conditions included in Exhibit B.
- ii. **Progress Reporting.** If requested by the Authority, Consultant may be required to provide task and subtask level details of the principle accomplishments, including, without limitation, task progress figures and descriptions, scheduled activity status updates, and an explanation of future work. Preliminary cost data may be provided by Consultant with an update made at the time of invoicing. The reasonable cost to prepare said descriptions shall be a reimbursable to Consultant.
- iii. **Final Payment.** In addition to the Agreement Closeout Memo and other deliverables due in connection with termination or expiration of this Agreement pursuant to **Article 2**, Consultant shall deliver and assign to Authority, prior to receiving final payment for the performance of the Services, originals or, if not available, copies of any and all tests,

investigations, data, reports and other work product relating to the Services, all such work product being a “work made for hire” or its alternative as provided in **Article 8**. The acceptance by Consultant of final payment shall constitute a full and complete release of Authority from any and all claims, demands and causes of action whatsoever which Consultant, including Consultant’s successors or assigns, has or may have against Authority under this Agreement. However, except for Consultant’s obligation to continue to render the Services, the making of such final payment shall not be deemed to be a release of Consultant from Consultant’s obligations or liabilities under this Agreement. Consultant’s other obligations and liabilities, including without limitation, the obligations set forth in **Articles 6 and 8**, shall survive final payment as well as the expiration or earlier termination of this Agreement.

## **ARTICLE 11: DISPUTE RESOLUTION**

1. **Meet and Confer**. The Parties agree to undertake good faith efforts to resolve any dispute arising under or in connection with this Agreement within sixty (60) days of such disputed item arising prior to resorting to formal means of dispute resolution. If any dispute is not capable of resolution by and among the representatives of each Party authorized to administer this Agreement, Consultant’s principal and the Authority’s board chair or his/her authorized representative (who shall be the Executive Director of the Authority or a member of the Authority Board) shall meet and confer in an effort to resolve any such dispute. If such efforts between Consultant’s principal and the Authority’s designee do not result in resolution of the dispute within thirty (30) days of their commencement, the Parties shall have such other remedies available to them as are provided for in this Agreement or as otherwise exist at law or in equity. No other means of dispute resolution, including arbitration and litigation, shall be available to the Parties unless they have exhausted the process provided for in this **Article 11.a**.
2. **Mediation**. After efforts in **Article 11.a** are exhausted, the Parties may agree 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. The arbitrator’s decision shall be final and binding on both Parties. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

## **ARTICLE 12: MISCELLANEOUS**

- a. **Governing Law**. This Agreement shall be governed by the laws of the State of California. Any action instituted under this Agreement shall be brought only in the Colusa County, California, Superior Court.
- b. **Amendment**. This Agreement shall not be amended except by written agreement signed by both Parties.
- c. **Entire Agreement**. This Agreement, including the Exhibits, together with any SOQ or RFQ,

RFP or Proposal represents and contains the entire agreement and understanding between the Parties relating to the Services, and all previous statements or understandings, whether express or implied, oral or written, relating to those subject matters are fully and completely extinguished and superseded by this Agreement.

- d. **Successor and Assigns.** This Agreement and the covenants and conditions contained herein shall apply and be binding upon and inure to the benefit of the permitted administrators, executors, legal representatives, assignees, successors, agents and heirs of each Party hereto.
- e. **Assignments.** This Agreement is not assignable by Consultant without the consent of the Authority, which consent the Authority may grant or withhold for any or no reason in its sole discretion. Any such purported assignment without prior written consent by the Authority shall be null and void. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge either Party from any obligation under this Agreement.
- f. **No Third-Party Beneficiaries.** Except for rights of indemnitees specifically referenced in this Agreement, no provision of this Agreement is intended to create or grant claims or rights of action against Authority for the benefit of any third parties.
- g. **Integration.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of Consultant'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 Consultant 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 Consultant and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.
- h. **Waiver.** A waiver by either the Authority or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- i. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be and remain valid, binding and enforceable to the fullest extent permitted by law.
- j. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.
- k. **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given **(i)** if delivered by hand and actually received by the Party addressee, on the date of such receipt, or **(ii)** if mailed by domestic certified or registered mail, postage prepaid, on the third business day after the date postmarked or **(iii)** if sent by overnight courier of recognized standing, on the date of such receipt. The foregoing notwithstanding, the Parties agree that day-to-day communications concerning routine matters under this Agreement should be communicated electronically using such e-mail addresses as the Parties may provide to one another from time to time. Addresses for notice to the Parties are as shown below, or as subsequently modified by written notice given pursuant to this

**Article 12.k.**

Authority's Contract Administrator:

Sites Project Authority  
Attn: Jerry Brown  
Executive Director  
P.O. Box 517 (if by USPS)  
122 Old Hwy 99W (if by courier)  
Maxwell, CA 95955  
Telephone: 530-387-1102  
Email: jbrown@sitesproject.org

Consultant's Representative:

Trapasso Consulting Services  
Attn: Joe Trapasso  
Owner  
2520 Running Deer Road  
Shingle Springs, CA 95682  
Telephone: 530-387-1102  
Email: jtrapasso@sitesproject.org

**Representation by Attorney.** The Parties expressly represent and warrant that they have had the opportunity to receive, and/or have received independent legal advice from their respective attorneys with respect to the advisability and effect of entering into this Agreement.

- l. **Attorney's Fees.** In the event of litigation for breach of this Agreement, or arising out of or related to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, expert fees, and costs incurred.
- m. **Construction.** The masculine, feminine or neutral gender and the singular or plural number shall be deemed to include the other whenever the context so requires. The captions appearing at the beginning of the Articles are descriptive only and for convenience in reference. If there is any conflict between any caption and the content of the Article, the Article, and not the caption, shall control and govern the construction of this Agreement.
- n. **Electronic Communications.** During the course of this Agreement, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Contractor and the Authority acknowledge that the Internet is routinely victimized by the creation and dissemination of so-called viruses, or similar destructive electronic programs. Contractor and Authority view the issues raised by these viruses seriously and each has invested in commercially available document and e-mail scanning software that identifies and rejects files containing known viruses. Contractor agrees to update its system with its software vendor's most current releases at regular intervals. Because of the virus scanning software, the respective computer systems of the Parties may occasionally reject a communication. The Parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither Party can guarantee that its respective communications and documents will be

virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each Party will use commercially reasonable efforts to assure that its communications are virus free, neither Party warrants that its documents will be virus free. Each Party agrees to advise the other if it discovers a virus in its system that may have been communicated to the other Party.

- o. **No Partnership.** The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any other similar arrangement between the parties to this Agreement. Consultant's only relationship with Authority is that of an independent contractor.
- p. **Further Assurances.** The Parties shall execute such further documents and take such further actions as may be necessary to fully perform under this Agreement.
- q. **Remedies.** Any remedies reserved to the Parties in this Agreement shall not be exclusive remedies.
- r. **Time of Essence.** Time is of the essence in this Agreement.
- s. **Covenant Against Contingent Fees.** Consultant agrees that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. In the event of a breach or violation of this covenant, Authority shall have the right to terminate this Agreement pursuant to **Article 2**, or, in its discretion, to deduct from Consultant's compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.
- t. **Authority to Enter.** The Parties each warrant and represent that they each have the authority to enter in to this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of the Parties.

**CONSULTANT**

**AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# EXHIBIT “A” – Task Order

Consultant shall provide the following services:

1. Support the effective transition of the Finance Manager in assuming all of the duties previously performed by Consultant in the position of Program Operations Manager.
2. Complete assigned task under the direction of the Finance Manager as follows:
  - a. Complete the administrative procedures under the direction of the Finance Manager to reflect the updated Procurement and Contract Policy dated November 15, 2024. The administrative procedures shall be completed on a time schedule necessary to ensure the Construction Manager At Risk Reservoir and Roads procurement is conducted in a manner consistent with the final procedures. Consultant shall solely perform and be responsible for all aspects of procedure development, except where other service providers on the Project are authorized by the Finance Manager to provide assistance to the Consultant. This task will be considered complete upon sign-off of the final administrative procedures by the Executive Director.
  - b. Complete the procurement for financial audit services .
3. Perform procurement and contract process tasks , and federal/state reporting tasks as assigned by the Finance Manager.

# **EXHIBIT “B” – Consultant Fee Schedule**

For services rendered under this agreement, Authority shall pay Consultant as follows:

## **1. Monthly Retainer (Feb through April 2025)**

Authority will pay the sum of \$16,000.00 per month for the months of February, March, April 2025 for 80 billable hours per month by the 15<sup>th</sup> of each month. Consultant shall provide an accounting of all hours for each month by the 5<sup>th</sup> of the month following. Any hours not used during the month will accrue to the next month; any hours worked in excess of the 80 hours provided under the retainer will accrue to the next month.

Tasks 1 and 2 in Exhibit A are included in the monthly retainer and shall be completed within the 3 month period of time specified above.

## **2. Hourly Billing (May 2025 through June 2026)**

Consultant shall bill at the rate of \$225.00 per hour for all hours worked on services included in Exhibit A. Consultant shall provide an accounting of all hours for each month by the 5<sup>th</sup> of the month following. Authority shall pay invoices by the 20<sup>th</sup> of the month following timely receipt of Consultant’s billing.

Consultant shall bill at the rate of \$112.50 per hour for time traveled at Authority’s request. Travel will include all time from Consultant’s primary place of business to location as requested by Authority.

## **3. Travel Expenses**

Authority shall reimburse Consultant’s reasonable travel expenses including mileage at the Internal Revenue Service standard mileage rate. If Authority requires Consultant to stay overnight at a location, Authority will reimburse Consultant for hotel cost and per diem meals.

## **4. Maximum Compensation**

Maximum compensation under this agreement shall be \$100,000.00, exclusive of Travel Expense reimbursement.