



## **Sites Project Authority**

### **Request for Proposals (RFP)**

**Deputy External Affairs Manager/Land Acquisition Lead**

**RFP No. 26-03**

**Proposal Submittal Deadline**

**April 29, 2026**

**Noon Pacific Standard Time (PST)**

**Form of Submission**

**Electronic Submittal Only**

[PlanetBids.com](https://PlanetBids.com)

<https://vendors.planetbids.com/>

**Contact**

**[Procurement@sitesproject.org](mailto:Procurement@sitesproject.org)**

**Sites Reservoir Project**

## **1.0 Overview/Background**

The Sites Project Authority (“Sites Authority”) is soliciting Request for Proposals (“RFPs”) from independent contractors (each a Respondent) interested in providing external affairs management and land acquisition lead services (Services) for the implementation of the Sites Reservoir Project (“Project”) - a proposed 1.5 million acre-foot off-stream reservoir located approximately 10 miles west of the town of Maxwell, California.

The Sites Authority intends to award a contract to a well-qualified and cost-effective independent contractor that demonstrates extensive suitable experience with providing, among other things, deputy external affairs management and land acquisition lead services.

These services are required to support the Sites Authority’s current and future needs, which are primarily focused on the development and operation of an off-stream surface water storage project serving water agencies across the State along with the State and Federal government. The intent is to contract with a single independent contractor for the entirety of the Project. However, the Sites Authority reserves the right to enter multiple contracts depending on the final evaluation of the Respondents.

The objective of this scope of services is to fill a critical new management-level position within the Sites Authority’s External Affairs Team being created to assist in the construction of the Project. The Deputy External Affairs Manager (Deputy EA) serves as a critical leadership position that provides strategic oversight and operational support across all external affairs disciplines including Communications, Governmental Affairs, Real Estate and Land Management. In addition, the role acts as a support to senior management in providing seamless coordination between project teams, project contractors, interested parties, and the local community.

In addition, the role will serve as the Land Acquisition Lead for the project and initially will focus on developing land acquisition procedures and standards, assist in developing staff resources including right-of-way agents, appraisal services, relocation services, and administrative support through hiring key staff and/or retaining the services of qualified consulting firms. Additionally, the scope of services includes managing the land acquisition activities for the Project when the Sites Authority begins the construction phase of the Project. The detailed scope of services anticipated for this position is addressed in Section 2.0, with a description of roles and responsibilities included as Attachment A. A current organizational chart of the Real Estate and Land Management Team is included as Attachment B.

The Deputy EA will report to the External Affairs Manager and be part of the External Affairs Senior Management team. This team works closely with other departments led by the Executive Director, including Engineering and Construction, Environmental Planning and Permitting, and Finance/Administration. In addition, the project is currently supported by multiple consultants and contractors.

### **Project Governing Structure and Support Services**

The Sites Authority is a joint exercise of powers authority formed on August 26, 2010, pursuant

to Government Code Section 6500 *et seq.* The Sites Authority is governed by a 9-voting member Board of Directors, including several local water agencies in Colusa and Glenn counties. The Sites Authority receives advisory support from the 22 local water agencies located statewide (the Reservoir Committee, also referred to as Participants) who have entered into Project agreements to advance the Sites Project. The Sites Authority has an adopted 2020 Strategic Plan that guides the project team’s implementation of the project. The Strategic Plan includes vision, mission and values that the Authority seeks to uphold and expects all of the project team members to buy-in to and adhere to in their daily work on the project. The organization's vision, mission and values are attached as Attachment C.

The contract will be between the independent contractor and the Sites Authority. The Sites Authority does not currently have employees and contracts for all services related to the development of the Project. The Sites Authority’s Executive Director (an independent contractor) reports to the Authority Board and is responsible for developing the Project.

### **1.1 The Project**

The Sites Reservoir is located 10 miles west of the town of Maxwell in rural Glenn and Colusa counties. This Project will be up to a 1.5 million acre-foot off-stream surface water storage facility. It will divert stormwater flows from the Sacramento River, after all other water rights and regulatory requirements are met, for subsequent release for environmental use and use by California communities, farms and businesses when called upon, primarily planned for use in drier years. It will be the state’s 8<sup>th</sup> largest reservoir and 2<sup>nd</sup> largest off-stream reservoir when built and would increase surface water storage in the Sacramento Valley in the range of 15%. For additional Project location and other Project information please visit the Project website [www.sitesproject.org](http://www.sitesproject.org).

The Project expects to achieve an “investor commitment” milestone signifying the transition from Phase 2 (Planning) to Phase 3/4/5 (Final Design, Construction, Operations) within the next 12 months and following receipt of a final water right permit from the State Water Resources Control Board. The Project is currently funded through cash contributions from the 22 public agencies, dues from the 11 Authority Board members, and reimbursements from State and Federal funding agreements. Upon transition to Phase 3/4/5 which requires achieving 100% participation commitment or another form of action by the SPA Board, the project funding is expected to be financed mostly from loan agreements that are yet to be executed. The 2024 Audited Financial Statements and Single Audit are available here: <https://sitesproject.org/financial/>.

The Project is a large capital project that over the past few years has gained momentum and is on a fast-track to get operationally complete by the end of 2033. In late 2023, the Sites Project was determined by the Governor and California Legislature to be a critical piece of new water infrastructure, which qualified certain project activities for special judicial streamlining and

permit expediting. Given these and other factors, the work environment is fast-paced and dynamic, requiring an Deputy EA who can be strategic and thoughtful while also rolling up their sleeves and performing any task needed to keep important project elements on track and progressing. The Sites Authority will be a new public water agency, and the Deputy EA will play a key role in developing the systems and processes that will set the course of the Sites Authority's future operations.

In addition to quickly becoming familiar with the day-to-day activities, systems and processes that are already in place regarding right-of-way acquisition, a key part of the need for the position is to bring an individual into the organization who can look ahead, identify and then strategically implement the critical elements of right-of-way acquisition that will be ramping up with the project implementation.

## **2.0 Anticipated Scope of Services and Minimum Requirements**

- See Attachment A for a description of the roles and responsibilities of the position. This will serve as the scope of services for the contract, with revisions as needed.
- The expected level of effort for these services is one full-time equivalent.
- Experience providing the required services for the position in public sector urban and rural/agricultural water district areas representative of Project Participants service areas is highly desirable.
- The work location is generally remote, with in-person attendance required for all monthly board meetings in Maxwell, CA, and other in-person meetings as determined to be necessary and held in various locations, mainly within California. Upon completion of investor commitment, it is expected this position may need to be located within reasonable commute distance to Maxwell. During project construction, some of the work will need to be performed out of and requiring regular reporting to the Maxwell Site's office.
- The minimum qualifications are as follows:

Any combination of experience and training that would provide the required knowledge and abilities qualifies. A typical way to obtain the required knowledge and abilities would be:

**Education:** Bachelor's degree from an accredited college or university with major coursework in business, or a related field.

**Experience:** Minimum of 10 years of progressively responsible experience working directly for a public agency, as agency staff or consultant staff, or in right-of-way acquisition for infrastructure projects, including a minimum of 5 years in a management role. Familiarity with land acquisition in California and meeting Federal and State land acquisition requirements is necessary. Experience with public acquisition for public works infrastructure projects in rural/agricultural areas is desirable. Possession of a California Realtors and/or California Brokers license is desirable. Experience in

planning and managing community engagement programs, landowner coordination programs, internal/external communications and messaging, and experience engaging with federal, state, and local elected officials and agency staff is desirable.

**Knowledge, Skills & Abilities:**

- Extensive knowledge of public right-of-way acquisition principles, practices, methodologies, and regulations for large-scale water infrastructure projects, particularly in rural/agricultural areas.
- Extensive experience in implementing public right-of-way programs that comply with the Uniform Relocation Assistance & Real Property Acquisition Policies Act (URA)
- Knowledge of principals and methodologies for land appraisals for public acquisition and knowledge of the Uniform Standards of Professional Appraisal Practice (USPAP)
- Experience with California public agency eminent domain actions, including experience working with a legal team to execute commendation actions
- Knowledge of rural community and agricultural industry issues including agricultural land valuations and agricultural operations.
- General knowledge of urban and rural water system operations, and the opportunities and challenges as related to the project benefits from the Sites Reservoir.
- Experience leading and managing the activities of a full acquisition team including right-of-way agents, relocations agents, appraisers, title/escrow services, and administrative support.
- Proven track record in successfully managing large budgets and resources in a public agency environment.
- Ability to work collaboratively across multiple technical disciplines to achieve desired outcomes.
- Excellent communication and interpersonal skills, with the ability to effectively collaborate with diverse stakeholders, including landowners, community members, elected officials, contractors, consultants, and regulatory agencies. Strong leadership skills with the ability to build, manage, and motivate high-performing teams.
- Strong analytical and problem-solving skills, with the ability to develop innovative solutions to difficult challenges.
- Demonstrated ability to make sound decisions in complex situations and provide strategic guidance on acquisition-related matters.
- Ability to adapt to changing project needs and implement best practices in right-of-way acquisition.

### 3.0 General Proposal Requirements

The Request for Proposal (RFP) issue date is April 6, 2026.

**RFP Questions:** Prospective RFP respondents may submit written questions about this RFP in PlanetBids (<https://vendors.planetbids.com>). Questions are due in PlanetBids by **April 20, 2026**.

**RFP Submission Deadline:** Receipt of the following material in a proposal in Planetbids is required by **April 29, 2026** for a respondent to be considered:

The proposal shall include the following:

- Letter of interest referencing RFP No. 26-03.  
Sections: Entire proposals are limited to no more than 5 pages (page size of 8.5 by 11 and 11-point font minimum) not including transmittal letter, inclusive of the following information at a minimum.
  1. Resume and contact information.
  2. List five relevant work-related references to these services (who will not be contacted until after an interview).
  3. Disclosure of real or perceived conflicts and approach for addressing.
  4. Identify any proposed contract exceptions and confirm the ability to fulfill insurance and indemnification contract requirements.
  5. Proposed Billing Rates (these services are intended to be paid on a fully loaded retainer basis, i.e., dollars per month).

#### **RFP Protest/Appeal Procedures**

**Waiver – Effect of Failure to Protest or Appeal:** The protest and appeal procedures and time limits set forth in this section are mandatory and constitute any protestor’s sole and exclusive remedy in the event of an appeal or protest. A protestor’s failure to timely complete the protest or appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute waiver of any right to further pursue the protest or appeal, including filing a California Government Code claim or legal proceedings. These provisions are included in this RFP expressly as consideration for such waiver and agreement by any protestor, including, but not limited to, Respondents and Proposers.

**Protest Contents of RFP:** If any prospective Respondent has questions, concerns, or needs clarifications about the contents of the RFP, they must submit a written question to Sites Authority via PlanetBids by the designated deadline for submittal of written questions. If the prospective Respondent is not satisfied with Sites Authority's response, they may protest the contents of the RFQ. Any such protest shall be limited to the prospective Respondent's unresolved question, concern, or requested clarification submitted by the designated deadline for questions.

**Protest Intent to Award:** Upon final evaluations, an Intent to Award will be posted in Planetbids via an Addendum. A Proposer may submit a protest of the Intent to Award. The protest must be submitted in writing to Sites Authority no later than 5:00 p.m. on the 5th calendar day after Sites Authority issues the Intent to Award Addendum in Planetbids. The notice of protest must be submitted in writing via email to the Contact Person listed in the RFP as well as the Sites Project Authority Procurement contact ([Procurement@sitesproject.org](mailto:Procurement@sitesproject.org)). Protest submitted after the 5 day protest period, will not be considered.

Protest must include the following:

- The name, address, and telephone number of the person representing the protestor;
- A detailed statement of the legal and/or factual grounds for each material issue identified in the protest; and
- All factual and legal documentation in sufficient detail to establish the merits of the protest.

Any matters not set forth in the protest shall be deemed waived. Sites Authority will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. Sites Authority will provide the protestor with a written statement responding to the protest. Action by Sites Authority relative to the protest will be final and not subject to appeal or reconsideration.

#### **4.0 Proposed Contract, Duration of the Contract and Future Considerations**

The Sites Authority plans to execute a contract with a term expected to commence on or about June 15, 2026. The proposed contract is attached as Attachment D. The Sites Authority expects the initial term of the contract to be through the end of 2026 to correspond to the currently planned completion of Phase 2 of the Project. It is anticipated that the position would continue into Phase 3/4/5, which is expected to immediately follow the completion of Phase 2 and continue at least through the end of the land acquisition phase of the Sites

Reservoir Project. The contract includes conditions under which the contract can be terminated, including termination for convenience by the Sites Authority upon 60 days' notice.

## **5.0 Evaluation and Selection Procedure**

An evaluation team will evaluate each submitted proposal relative to the completeness of the submitted proposals and the criteria listed below. The evaluation team anticipates conducting interviews of a single or multiple Respondents.

After interviews, the evaluation team will identify the best qualified proposer and negotiations of a contract will be initiated. If acceptable terms and conditions with the selected independent contractor cannot be reached in a timely manner, the Respondent ranked second will be contacted to begin negotiations. However, the Sites Authority is not bound to accept the recommendation or award the contract to the recommended or second recommended Respondent. The evaluation team's recommended Respondent following successful negotiations will be presented to the Sites Authority Board to approve and execute the negotiated contract.

The Sites Authority reserves the right to select the Respondent, which in its sole judgment best meets the needs of the Sites Authority.

The Sites Authority will evaluate submitted proposals and interviews based on the criteria below, with weightings among the criteria as shown.

- Relevant and applicable experience and qualifications of the Respondent. (35%)
- Demonstrated past performance of the Respondent in effectively working with project teams and delivering required services within schedule and budget that meet the results needed to achieve the Sites Authority's needs. (25%)
- Considerations for other unique qualifications or experiences the Respondent has that would enhance the ability to perform the role and contribute to the leadership team being successful. The ability to fit with the existing team and Board members will be a consideration, along with how the individual's values align with the organization's values. (30%)
- Consideration for Respondents proposed changes to the contract. (10%)

Consideration of proposed billing rates and fee table will occur separately from the qualifications evaluation but are a consideration in determining the best qualified Respondent.

## 6.0 Tentative Schedule

**Proposals are due on April 29, 2026.** Proposals received after this time will not be accepted. In addition, after receipt of a Respondent’s proposals, no additional version of the Respondent’s proposal will be accepted.

**Contacts** Sites Reservoir Project: [procurement@sitesproject.org](mailto:procurement@sitesproject.org), Planet Bids: <https://vendors.planetbids.com>

<https://vendors.planetbids.com/>

### **Tentative Solicitation Schedule (subject to change)**

<b>Activity</b>	<b>Date</b>
Release of RFP and posting to PlanetBids website.	April 6, 2026
Prospective Bidder Questions due in PlanetBids ( <a href="https://vendors.planetbids.com">https://vendors.planetbids.com</a> )	April 20, 2026 by noon
Responses to Questions to be posted in PlanetBids	April 27, 2026
Proposals due to Sites Authority in PlanetBids	April 29, 2026 by <u>noon (PST)</u>
Panel Evaluation of Proposals	April 30-May 5, 2026
Selected Respondent(s) interviews held.	May 11-14, 2026
Notice of Intent to Award (Addendum in PlanetBids) Issued 5-Day Protest Period Begins May 15, 2026 and ends May 20, 2026 at 5:00pm	May 15, 2026
Conclude negotiations of Contract terms with highest rated Respondent.	May 21, 2026
Sites Authority Board meeting to consider approval of contract	May 29, 2026
Estimated Start of Contract	June 15, 2026

## **7.0 Solicitation Disclaimer**

The Sites Authority reserves the right to reject any and/or all responses, negotiate with any Respondent that submits a response, or waive any informality or irregularity. All proposals become the property of the Sites Authority upon submission. The costs of preparing proposals and participating in discussions are at the sole expense of the Respondent.

## **8.0 Additional Information**

For more information on the Sites Authority, please email [Procurement@Sitesproject.org](mailto:Procurement@Sitesproject.org) or visit <https://www.sitesproject.org/>

# Attachment A

## Deputy External Affairs Manager/Land Acquisition Lead - RFP No. 26-03 SCOPE OF SERVICES SITES RESERVOIR PROJECT

### **Reports To:**

External Affairs Manager

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

Land acquisition agents, appraisal services, title & escrow services, various Project Managers.

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

NA

### **Roles & Responsibilities:**

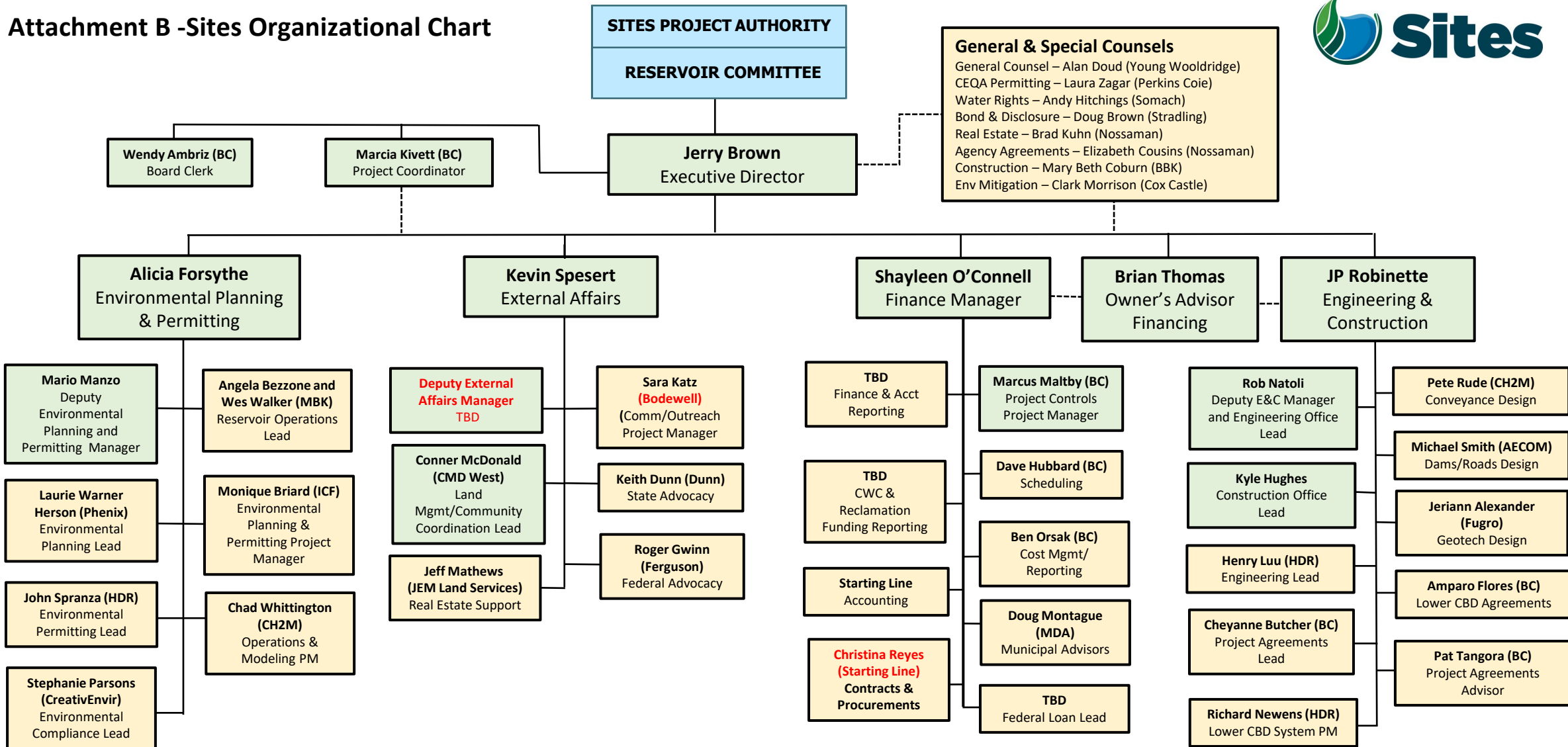
The Deputy External Affairs Manager (Deputy EAM) reports to the External Affairs Manager and serves as an integral member of the External Affairs Management team. In this role, the Deputy EAM acts as the owner's representative, leading a team of consultants that deliver support services specifically in the land acquisition area in addition to providing both strategic and operational support to the broader External Affairs Team.

The Deputy EAM plays a critical role in supervising and directing all aspects of the project's acquisition functions on behalf of the owner. This responsibility includes ensuring the effective execution and completion of acquisition activities within the defined parameters, while maintaining alignment with the Authority's core values.

In this capacity, the Deputy EAM collaborates closely with other owner representatives and team members to confirm that the project is implemented in accordance with the values of the Sites Project Authority. The position maintains a continuous focus on advancing the Authority's Strategic Plan, guiding the project team to fulfill established objectives.

The Deputy EAM must assess and balance multiple interests, ensuring that the External Affairs Team remains focused on the pursuit of a project that delivers the anticipated goals. This is achieved by meeting scheduled deadlines and budgetary constraints, and by fostering a sense of pride among those involved in the project. While reporting to the External Affairs Manager, the Deputy EAM may be authorized to act as a spokesperson for the team and may receive delegated authorities as necessary to facilitate efficient project execution.

# Attachment B -Sites Organizational Chart



FTE
  Consultant

The Deputy EAM has two major functions:

- Deputy External Affairs Manager (A Role)
- Land Acquisition Lead (B Role)

It is expected that Deputy EAM position will be a approximately 30-70 split between A role and B roles respectively.

**A Role - Deputy External Affairs Manager:** The Deputy External Affairs Manager (Deputy EAM) serves as a pivotal leadership role within the Sites Reservoir Project, providing both strategic oversight and operational direction for all external affairs activities. This position is designed to support senior management by ensuring seamless coordination among owner representatives, project team members, and consultant staff. The Deputy EAM is tasked with upholding project standards, facilitating effective communication across multiple work streams, and stepping in to make critical decisions when necessary. Given the complexity and scope of the Sites Project, the Deputy EAM must possess technical expertise, strategic thinking skills, excellent communication skills, and demonstrate strong leadership capabilities. A commitment to collaboration is essential, as well as the ability to manage several high-stakes initiatives simultaneously. Additionally, the Deputy EAM plays an important role in mentoring and developing junior staff, facilitating knowledge transfer, and building organizational capacity to ensure the long-term success of the project. The Deputy EAM must be capable and have experience in and directing work of consulting staff providing internal/external communications and messaging, and state and federal advocacy activities.

**B Role – Land Acquisition Lead:** Responsible for the overall management and development of the Project’s Land Acquisition Program. This includes.

- **Resource Management:** Oversee staffing, allocation, and professional development of team members and developing resource pools for both project team and consultant staff
- **Standards and Processes:** Develop, implement, and maintain best practices and standard operating procedures regarding land acquisition.
- **Tools, Operations, and Systems:** Identify, implement, and optimize tools and systems to enhance departmental efficiency.
- **Cross-functional Collaboration:** Work closely with other office leads for seamless integration across the project.
- **Performance Oversight:** Ensure adherence to rigorous quality standards and regulatory compliance while managing schedules and budgets

### **Specific responsibilities of the Deputy External Affairs Manager in Phase 2 of Project**

- Establish land acquisition standards, business processes, approval protocols, tools, and systems necessary to support the Phase 3 land acquisition program
- Update the Project’s acquisition plan to reflect current land acquisition assumptions
- Develop the Project’s relocation plan and begin outreach to landowners who will be displaced by land acquisition activities

- Oversee the procurement of “On-Call” appraisal services to support Phase 3 land acquisition activities
- Oversee the procurement of title and escrow services to support Phase 3 land acquisition activities
- Oversee the procurement of right-of-way acquisition services to support Phase 3 land acquisition activities
- Support current early propriety land acquisition that are being conducted in 2026
- Lead landowner coordination and engagement activities with landowners who are affected by the project
- Coordinate cross-function alignment between engineering, construction, environmental compliance, and project controls to provide integrated land delivery
- Oversee and direct the work of consulting firms providing internal/external communications and messaging support to the project
- Serve as Acting External Affairs Manager in the absence of senior leadership, maintaining continuity of decision making and project momentum

## Sites Project Authority: Mission, Vision, Values, & Goals

### OUR VISION

Affordable water sustainably managed for California's farms, cities, and environment for generations to come.

### OUR MISSION

The Sites Project Authority will build and operate a climate-resilient, 21st Century water storage system to responsibly manage and deliver water, improve the environment, and provide flood control and recreational benefits.

### OUR VALUES

To fulfill its mission, the partners and staff of the Authority uphold these central values:

- **Safety.** Design, construction, and operation of the reservoir will satisfy all federal, state, and local requirements and exceed standards for public safety and security.
- **Trust and Integrity.** The Authority is committed to operating with integrity, thoughtful information and analysis, and open and transparent communications and decision-making.
- **Respect for Local Communities.** The Authority recognizes the significant contributions of local Sacramento Valley landowners and communities and will be a respectful, supportive partner and be a good neighbor throughout the project.
- **Environmental Stewardship.** The Authority views itself as a partner with the environment with a firm duty to act as a responsible steward of natural resources.
- **Shared Responsibility for Shared Benefits.** Decisions and actions will rely on a collaborative, inclusive approach that honors, balances, and leverages the active roles and contributions of partners, stakeholders, and ratepayers.
- **Accountability and Transparency.** Efficiency, fiscal responsibility, equitable cost allocation, and transparency will guide the decisions, expenditures, communications, and activities of the Authority.
- **Proactive Innovation.** A nimble, responsive culture will be cultivated to provide innovative solutions in delivering the reservoir's multiple benefits over the next century and beyond.
- **Diversity and Inclusivity.** In carrying out its mission, the Authority will foster inclusion, respect, and appreciation for the state's diverse demographics and geographies to create a project serving all of California.



***Sites Project Authority***

***Deputy External Affairs Manager/Land Acquisition Lead RFP No.***

***26-03***

***Attachment D***

***Proposed Agreement***

***SITES PROJECT AUTHORITY AND  
INDEPENDENT CONTRACTOR AGREEMENT***

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 \_\_\_\_\_ (“**Contractor**”), with its principle place of business at \_\_\_\_\_. 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 the 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 \_\_\_\_\_ and, as a result, desires to engage the 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 \_\_\_\_\_ (“**Effective Date**”), and shall remain in full force or effect until \_\_\_\_\_, 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 the 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 the Authority terminates for cause due to Contractor’s material breach of this Agreement, the 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. Statement of Standard Services is attached as Attachment **AA** 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 the 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.
- g. Without limiting any other terms or conditions of this Agreement, the CONTRACTOR agrees to adhere to the Employment-Related Provisions of the State and Federal Funding Agreements.
- h. Whether or not it is a condition of this Agreement, the CONTRACTOR shall attend and complete ethics and sexual harassment training that is commonly attended by public agency staff.

### **ARTICLE 3: STATUS**

- 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**

- 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 5: INDEMNITY AND LIMITATION OF LIABILITY**

##### a. Indemnification:

- i. Contractor agrees to indemnify and hold harmless, but not defend, the Authority, its officers or directors, and any other entity or person for which Contractor is legally liable, from and against any damages, losses, liabilities, judgments, settlements, expenses, and costs (including reasonable and necessary attorneys' fees, costs and expenses) to the extent caused by negligent acts, errors or omissions or willful misconduct of Contractor or of Contractor's agents, employees, representatives or shareholders in the performance of this Agreement. Contractor's liability under this Article is limited to the amounts recovered from the insurance that is provided for in **Article 6**.
- ii. The Authority agrees to indemnify and hold harmless Contractor, its shareholders, officers, directors and any other entity or person for which the Authority is legally liable, from and against any damages, losses, liabilities, judgments, settlements, expenses, and costs (including reasonable and necessary attorneys' fees, costs and expenses), arising out of or in relation to this Agreement, the operations of the Authority or the Sites Reservoir Project; except to the extent such damages, losses, liabilities, judgments, settlements, expenses, and costs are caused by the negligent acts, errors or omissions or willful misconduct of Contractor or its shareholders, officers, directors, or agents in the performance of professional services under this Agreement.
- iii. **Waiver of Personal Liability**: It is intended by the Parties that Contractor's services in connection with the Sites Reservoir Project shall not subject Contractor's officers, directors or shareholders, to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Authority agrees that as Authority's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Contractor and not against individuals employed by Contractor and/or Contractor's shareholders, officers, or



directors.

## **ARTICLE 6: INSURANCE**

a. Contractor 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 \$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.

ii. 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.

iii. 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.b.i** above for hired and non-owned automobiles.

iv. 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**

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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,

Contractor 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 reimbursable- expenses in accordance with the following:
- b. **Compensation for Services.** Authority shall compensate Contractor for performance of the Services at a monthly rate equivalent to \$ \_\_\_\_\_ per month.
- c. **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 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 the 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.
- d. **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 of Contractor's compensation for Services, including a merit adjustment and/or an index-based cost of living adjustment as the Authority determines appropriate.
- e. **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**

- a. 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 Contractor 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 or 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 into this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of the Parties.

**SITES PROJECT AUTHORITY**

**CONTRACTOR**

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

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

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

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