

**BAY AREA CLEAN WATER AGENCIES
PROFESSIONAL SERVICES CONTRACT
*Executive Director***

This PROFESSIONAL SERVICES CONTRACT, effective _____, is between Bay Area Clean Water Agencies ("BACWA"), a joint powers agency which exists as a public entity separate and apart from its Member Agencies, created January 4, 1984 by a Joint Powers Agreement between Central Contra Costa Sanitary District, East Bay Dischargers Association, East Bay Municipal Utility District, the City and County of San Francisco and the City of San Jose, with a mailing address of P.O. Box 24055, MS 702, Oakland, CA 94623, and David Williams ("Consultant"), an individual doing business at 1133 Snyder Lane, Walnut Creek, CA for professional services as described in any Exhibit A attached hereto.

In consideration of the mutual covenants, stipulations and agreements, the parties agree as follows:

1. Consultant will perform the Services as described by and in accordance with Exhibit A in a manner acceptable to BACWA. This work will be performed at the direction and under the supervision of the BACWA Executive Board.
2. Consultant shall not contract with or otherwise use any subconsultants, subcontractors or other non-employee persons or entities ("Subconsultants") to perform the Services without the prior written approval of BACWA. If Consultant and BACWA agree that Subconsultants shall be used, Consultant shall ensure Subconsultants' compliance with all the terms and conditions of this agreement.
3. BACWA will pay Consultant a monthly flat rate of \$14,583.33 for services rendered, for a maximum total of \$72,916.67 for the remainder of the 2012-2013 Fiscal Year (February 1 through June 30, 2013); and \$175,000 for the 2013-2014 Fiscal Year (July 1, 2013 through June 30, 2014).
4. No later than June 30 of each year the Executive Board shall evaluate the Executive Director's performance and consider any appropriate increase to the compensation described in paragraph 3, either based on merit or increases in the Consumer Price Index. Any future increases shall be implemented via an amendment to this contract.
5. BACWA agrees to reimburse Consultant for actual and reasonable job-related expenses necessary to carry out the work described in Exhibit A. This includes, but is not limited to, travel expenses for BACWA-related meetings, and the cost of attending trainings, conferences and other events necessary for the Consultant to act as the Executive Director.
6. Consultant shall submit invoices on a monthly basis. Payments under this Contract will be due thirty (30) days after BACWA's receipt of invoices. The invoices shall include a brief description (not to exceed three pages) of the activities and accomplishments of the previous period.
7. Consultant will maintain all records relating to this Contract in accordance with generally accepted accounting principles and for at least three years following termination of this Contract. Consultant will grant BACWA and its representatives access upon request to all such records and all other books, documents, papers, drawings, and writings of Consultant that refer or relate to this Contract.
8. All drawings, specifications, reports, programs, manuals, and other work product of Consultant that result from this Contract ("Work Product") will be considered the

exclusive property of BACWA. Consultant agrees that it will not use, disclose, communicate, publish or otherwise make available to third parties any products, analyses, data, compilations, studies, proposals, technical or business information, and any other information related to the Services provided to BACWA without BACWA's prior written approval.

9. The Consultant expressly agrees to indemnify, defend and hold BACWA, its officers, and directors, free and harmless from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorney's fees, arising out of negligence of the Consultant's work and or performance under this Contract, excepting only such injury or damage as may be caused by the negligence of BACWA.
10. This contract shall automatically terminate on August 30, 2014. Either party may also terminate this Contract in whole or in part at any time for its convenience. For a termination for convenience, the termination will be effective thirty (30) days following receipt of a written notice of termination by one party from the other.
11. If this contract is terminated before June 30, 2014, the Consultant shall only be paid for services provided through the termination date. If the termination date is any date but the last day of the month, the Consultant shall receive payment for those days calculated on a daily pro rata basis.
12. This Contract constitutes the entire, legally binding contract between the parties regarding its subject matter. No waiver, consent, modification or change of terms of this Contract is binding unless in writing and signed by both parties.

The following documents are incorporated into and made a part of this Contract. Any conflicts between these documents and this Contract will be resolved in favor of this Contract. Exhibit A: Scope of Work and Exhibit B: Conflict of Interest Protocol.

CONSULTANT: David R. Williams
1133 Snyder Lane
Walnut Creek, CA 94598

Tax Identification No.

Consultant Signature

Date

Name, Title

BACWA Signature

Name, Title

Exhibit A BACWA EXECUTIVE DIRECTOR

SCOPE OF SERVICES

The Consultant shall serve, in a full-time capacity, as the Executive Director of the Bay Area Clean Water Agencies (BACWA), providing professional services at the direction of the BACWA Executive Board. These services include, but are not limited to the following:

1. Financial/Administrative Management

- Develop and maintain sound financial practices,
- Prepare an annual budget that implements the Board's goals and objectives,
- Manage contracts to stay within budget,
- Ensure that compliance with applicable rules and regulations,
- Oversee BACWA's role as fiscal agent for State and other grants,
- Maintain official records and documents, and ensure compliance with federal, state and local regulations.

2. Board, Committee, and Member Functions

- Organize and facilitate Executive Board meetings,
- Coordinate committees and provide chairs with all necessary support,
- Assist the Executive Board in maintaining beneficial relationships with regulatory agencies,
- Plan and execute the Executive Board fall retreat and the Annual Member Meeting,
- Prepare annual workplan with Executive Board and Committee input,
- Prepare annual report as required by the Joint Powers Agreement,
- Promote active and broad participation by volunteers in all areas of the organization's work.

3. Communication/Representation

- Represent BACWA at key forums including, but not limited to, meetings of the Regional and State Water Boards, Integrated Regional Water Management Plan Coordinating Committee, Aquatic Science Center, Regional Monitoring Program, Summit Partners, California Association of Sanitation Agency, and the National Association of Clean Water Agencies,
- Maintain and improve the BACWA website,
- Prepare monthly member newsletter,
- Respond to press and public inquiries.

4. Program Management

- Maintain a working knowledge of significant developments and trends in the field,

- Act as a lead in communicating with regulatory agencies on issues of importance to BACWA,
- Prepare, or assist in preparing, comment letters on behalf of BACWA members regarding technical and regulatory issues,
- At the direction of the Executive Board, carry out technical, regulatory, and scientific projects to benefit BACWA members.

REIMBURSABLE EXPENSES

BACWA shall reimburse the Executive Director for all reasonable, work-related expenses, including the following, consistent with BACWA's policies and procedures:

- Direct expenses incurred on behalf of the agency (e.g., copies, catering, etc.);
- Travel to meetings and workshops as a representative of BACWA;
- Costs of attending professional conferences on behalf of BACWA including the following:
 - Two California Association of Sanitation Agencies conferences;
 - The National Association of Clean Water Agencies' National Environmental Policy Conferences;
 - Any such other conferences authorized, in writing, by the Board Chair on case-by-case basis.

Exhibit B CONFLICT OF INTEREST PROTOCOL

Consultant is currently a member of the Board of Directors of the Central Contra Costa Sanitary District (“CCCSD”), which is a member agency of BACWA. In order to address not only potential issues of California law relating to conflicts of interest—including but not limited to the Political Reform Act and Government Code section 1090—but also to avoid the appearance that Consultant, acting in his capacity as Executive Director of BACWA, has placed the interests of CCCSD ahead of the interests of BACWA, Consultant shall abide by the following conflict of interest protocol for so long as he serves as a member of the Board of Directors of CCCSD.

It is the goal of BACWA that its Executive Director shall conduct the assignment in a manner consistent with sound ethical and business practices; that the interests of BACWA shall always be considered when Consultant acts in his/her capacity as Executive Director when conducting BACWA business; that impropriety or the appearance of impropriety shall be avoided to ensure and maintain public confidence in the BACWA; and that Consultant shall execute his/her duties lawfully, fairly, impartially, and without discrimination, and in accordance with the stated purposes of the BACWA.

In the furtherance of this goal, Consultant is expected to devote his best efforts and attention to the performance of his duties as Executive Director, to use good judgment, to adhere to high ethical standards and to avoid situations that create actual or potential conflicts between not only the interests of BACWA and Consultant’s personal interests, but also between the interests of BACWA and the interests of CCCSD. This Protocol is intended to augment, and not to replace or otherwise impact Consultants obligations under any and all California laws relating to conflicts of interest.

Recognizing that California conflict of interest laws—including but not limited to the Political Reform Act and Government Code section 1090—contain exemptions with respect to covered officials and employees who have an interest in more than one government agency, Consultant nonetheless agrees that, while acting in his capacity as Executive Director of BACWA, he shall not make, participate in making or use or attempt to use his position as Executive Director of BACWA to influence: a) any decision directly or indirectly having a material impact on CCCSD, or b) any negotiation of a contract between BACWA and CCCSD, or his position as a member of the Board of Directors of CCCSD to influence: a) any decision directly or indirectly having a material impact on BACWA, or b) any negotiation of a contract between BACWA and CCCSD.

For the purposes of interpreting the foregoing prohibition, the meaning of the terms “making, participating in making, or using or attempting to use his/her official position to influence a decision,” the determination of when a decision directly or indirectly affects CCCSD, and the determination of when such a direct or indirect effect is material to CCCSD shall be construed in a manner consistent with the regulations interpreting the

Political Reform Act promulgated by the California Fair Political Practices Commission (2 Cal. Code Regs. section 18700 et seq.), and by presuming that Consultant has a financial interest in CCCSD as both a “business entity” and as a “source of income.”

The BACWA Board will establish an ad hoc committee for the first three months of the contract to provide guidance on whether any particular matter is a conflict or has the potential to be perceived as a conflict by the BACWA membership. The ad hoc committee’s recommendations shall be voted on by the BACWA Board. If the ad hoc committee’s input is determined to be helpful to BACWA, its term will be extended. Consultant shall recuse himself from all participation in the decision about whether to extend the ad hoc committee, and shall provide written notification to the Board of Directors of this recusal.