



## **REQUEST FOR PROPOSALS**

# **EXECUTIVE RECRUITMENT SERVICES FOR THE BAY AREA WATER SUPPLY AND CONSERVATION AGENCY**

**May 23, 2024**

## REQUEST FOR PROPOSALS

### EXECUTIVE RECRUITMENT SERVICES FOR THE BAY AREA WATER SUPPLY AND CONSERVATION AGENCY

The Bay Area Water Supply and Conservation Agency (BAWSCA) is embarking on a recruitment process for a new Chief Executive Officer/General Manager (CEO/GM) and is soliciting proposals from qualified executive recruitment firms to undertake this recruitment. A two to four month period to complete the recruitment is strongly desired. The anticipated start date for the new CEO is November 2024. The estimated salary range for this position is \$280,000 to \$330,000 annually, but may be adjusted based on a soon to be completed executive salary survey.

#### A. BACKGROUND

BAWSCA is a special district created by the separate, but parallel, actions of 26 local water agencies in the Bay Area, as authorized by AB 2058, which was enacted by the California Legislature in 2002. The legislative action was in response to concerns that the communities in the Bay Area that depend on the San Francisco Regional Water System faced serious problems which they would not be able to solve individually and without the help of State law.

BAWSCA's overriding purpose is to ensure a reliable supply of high quality water to protect the health, safety, and economic well-being of 1.8 million people, 40,000 businesses and hundreds of community organizations in Alameda, San Mateo and Santa Clara counties that depend on the San Francisco Regional Water System. BAWSCA's governing board includes not only representatives from each of the 24 public agencies, but also from Stanford University and the California Water Service Company, all of which are long-term wholesale purchasers of water from the City and County of San Francisco.

BAWSCA is the only entity having the authority to collectively represent the water interests of these water users outside of San Francisco that rely on water from the Regional Water System and are served by the member agencies. BAWSCA is also the entity having the authority to perform regional water supply reliability planning for these water users and its member agencies.

BAWSCA manages its revenue bonds issued in January 2013 and March 2023 to prepay debt owed by the member agencies to San Francisco and that are anticipated to generate approximately \$89.4 million in net present value savings to the water customers from 2013 to 2034 when the bonds will be paid off.

BAWSCA currently has a staff of nine. BAWSCA's FY 2024-25 budget is approximately \$5.6 million and the agency's physical assets consist primarily of general office equipment.

## **B. SPECIFIC SERVICES TO BE PROVIDED**

The scope of services, in general, will consist of:

- Development of recruitment and selection materials for the position of CEO/GM, including refinement of the candidate profile for the position (2013 recruitment brochure and current job description are attached as examples);
- Meetings with BAWSCA Staff, as well as Ad Hoc Committee, to provide additional context for the candidate profile;
- Outreach on a nationwide basis to the public and private sector for qualified candidates;
- Background investigation and preliminary screening of applicants based upon criteria to be developed in consultation with BAWSCA's Ad Hoc CEO/GM Selection Committee;
- Periodic meetings and progress reports to the Ad Hoc CEO/GM Selection Committee and the full Board of Directors; and
- Assistance to the Ad Hoc CEO/GM Selection Committee and Board of Directors as required during the interview, evaluation and selection process.

The CEO/GM is appointed by BAWSCA's Board of Directors to lead and manage the agency to deliver concrete results. This is primarily a leadership position. Key leadership duties and responsibilities will include, but not be limited to: developing and implementing strategies to achieve BAWSCA's goals; preparing and recommending agency policy; representing the water interests of BAWSCA's member agencies and their water customers; collaborating and negotiating with the City and County of San Francisco, state agencies, and other public and non-governmental organizations; building support for BAWSCA's goals and policies with local, state and federal officials; working cooperatively with BAWSCA's Board of Directors and its member agencies; acting as BAWSCA's external spokesperson; and acting as the contact between BAWSCA and various governmental and non-governmental organizations. Key management duties and responsibilities will include, but not be limited to: developing and implementing BAWSCA's annual work plan and budget; management of BAWSCA staff; administration of vital contracts; and management of BAWSCA's financial resources.

## **C. PROPOSAL CONTENT AND GENERAL REQUIREMENTS**

### **1. Firm Profile and Description**

Provide a description of your firm and your qualifications in the area of executive recruitment. Include firm name, address, telephone, years in business, type of organization (individual, partnership or corporation), location of firm's main office or main California office and a brief description of resources and numbers of individuals in the office providing executive recruitment services.

## 2. Firm and Key Personnel Experience

- Briefly describe the firm's experience with recruiting for CEO positions in both the public and/or private sectors.
- Provide a list of examples of successful recruitments, including recruitments for public agencies similar in complexity to BAWSCA. Examples should focus on the recruitment of individuals whose leadership duties closely correlate to those being sought by BAWSCA (refer to summary of CEO/GM position above).
- Provide the name and brief background of the firms' designated contact, engagement manager (if different), and names of other key team members who will be the primary service providers. Include only those persons who are actually expected to work on the engagement.
- Provide resumes for each participating team member.

## 3. Past Examples of CEO/GM Recruitments

- Provide a list of relevant CEO/GM or similar type executive recruitments your firm has completed in the past two or three years and the key personnel involved.
- Please provide a brief explanation for each completed recruitment on how your firm believes the previously completed recruitment is comparable to BAWSCA's CEO/GM position.

## 4. Approach to Scope of Services

- Provide a proposed approach to this recruitment, including a description of the resources that will be dedicated to these services, recruiting database that will be used, and a work plan. Provide a proposed timeline for providing a preliminary list of viable candidates and interview dates for same.
- Note that BAWSCA is seeking to expedite this process – a two to four month period to complete the recruitment process is strongly desired. BAWSCA has Board meetings every other month and the next meetings are July 18, September 19 and November 21. BAWSCA desires a recommended Board consideration on the new CEO/GM at its September 19 meeting. The anticipated start date for the new CEO is November 2024. The current CEO/GM will leave on December 20 and BAWSCA desires to have an overlapping "hand-off" during that intervening period.

## 5. References

Provide a list of three client references (including public agencies, if any), preferably individuals who have worked directly with the proposed primary contact(s). Indicate name and title of the individual, name of organization, email and phone number.

6. Fees

Provide a proposed fee schedule for this engagement. To the extent hourly fees are proposed, please include an estimate of the total maximum fee as a not-to-exceed amount for the desired services. Also please indicate what expenses your firm would bill in addition to the professional fees that support the not-to-exceed amount.

*Please submit the proposed fee schedule as a separate, standalone document with your proposal.*

7. Additional Information.

Please indicate any other information that you feel would be helpful to BAWSCA in selecting a firm.

**D. WITHDRAWAL OF PROPOSAL**

Submission of a Proposal shall constitute a firm offer to BAWSCA for 60 days from the submission deadline for proposals.

A Proposer may withdraw its proposal any time before the date and time when proposals are due, without prejudice, by submitting a written e-mail request for its withdrawal to Allison Schutte, Hanson Bridgett LLP, [aschutte@hansonbridgett.com](mailto:aschutte@hansonbridgett.com). A telephone request to withdraw is not sufficient.

**E. SELECTION PROCEDURES**

The Chair of BAWSCA's Board of Directors has established an Ad Hoc CEO/GM Selection Committee (Committee) comprised of certain members of the Board of Directors. This Committee will review, screen and rank all proposals received. Proposals will be evaluated for experience, professional qualifications, service approach, and cost. BAWSCA will likely choose to interview several firms as part of the final selection process. BAWSCA intends to award a contract to the most qualified, responsible firm submitting a responsive proposal.

Proposal ranking will be based on a maximum of 100 points, weighted as indicated below. In determining the number of points a proposal will receive in each category, BAWSCA will consider the proposal material submitted, oral interviews (if applicable), and any other relevant information about a given Proposer. The following criteria will be used in the evaluation of the proposals:

- Qualifications and Experience of Firm and Key Personnel 40 Points
- Approach to the Scope of Services 40 Points
- Demonstrated Ability to Place Executives in Similar-Type Organizations 20 Points

BAWSCA may reject any proposal in which the approach, qualifications, or costs are not deemed to be within an acceptable or competitive range. BAWSCA may seek clarifications or additional information from any or all Proposers regarding their proposals, and may request modified proposals or best and final offers.

Following the initial review and screening of the written proposals, using the Selection Criteria described above, BAWSCA intends to invite one or more firms to participate in the final selection process, which may include:

- Participation in an oral interview.
- Submission of any additional information as requested by BAWSCA.

Please reserve the week of June 17-21, 2024 as the tentative dates planned for finalist interviews, should interviews be conducted.

Upon completion of the final selection process, the Committee will rank each firm in the competitive range in accordance with the Selection Criteria above. Following the evaluation process, the Committee will recommend one of the proposing firms to BAWSCA's CEO/GM.

BAWSCA may accept the proposal or negotiate the terms and conditions of the contract with the recommended firm. If negotiations are unsuccessful, BAWSCA will terminate the negotiations with that firm and may open negotiations with the next highest-ranked firm. If negotiations with this firm are also not successful, BAWSCA may repeat the negotiations process with the next-highest-ranked firm, or, at its sole discretion, BAWSCA may reject all remaining proposals.

BAWSCA reserves the right to conduct pre-award negotiations with any or all Proposers, and the right to award the contract without negotiations. BAWSCA reserves the right to award the contract without conducting interviews.

This RFP does not commit BAWSCA to awarding a contract. Proposers shall bear all costs incurred in the preparation of the proposal and participating in the proposal process. BAWSCA reserves the right to reject any and all proposals, the right in its sole discretion to accept the proposal it considers most favorable to BAWSCA's interest, and the right to waive minor irregularities. BAWSCA further reserves the right to reject all proposals and seek new proposals when such procedure is reasonable and in the best interest of BAWSCA.

#### **F. FORM OF PROFESSIONAL SERVICES AGREEMENT**

The firm selected by BAWSCA to perform the services outlined in this RFP will be required to execute an Agreement for Professional Services, the general form of which is attached hereto. If a Proposer objects to any provision contained in this agreement, such objection must be addressed in its proposal. Otherwise, the Proposer will be deemed to have accepted the general terms and conditions in this agreement.

#### **G. DEADLINE FOR SUBMITTAL/CONTACT FOR QUESTIONS**

Proposals must be received later than **5:00 p.m. Pacific Standard Time, Friday, June 7, 2024.**

Proposals must be submitted by email to each of the following persons:

Allison Schutte  
Hanson Bridgett LLP  
aschutte@hansonbridgett.com

Nicole Sandkulla, CEO and General Manager  
Bay Area Water Supply and Conservation Agency  
nsandkulla@bawsca.org

Submitted proposals must have the proposed fee schedule as a standalone document.

Questions regarding the required services, the contents of the proposal, the selection procedures, or any other requirements in this RFP should be submitted in writing no later than **Friday, May 31, 2024** by 5:00 p.m., Pacific Standard Time. Questions should be directed to Allison Schutte, by telephone at 415-995-5823 or by e-mail at aschutte@hansonbridgett.com.

## **H. CONFIDENTIALITY**

The California Public Records Act (Cal. Govt. Code § 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between BAWSCA and the Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that BAWSCA withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential.

If the Proposer requests that BAWSCA withhold from disclosure information identified as confidential, and BAWSCA complies with the Proposer's request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless BAWSCA from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of the Proposer information. The Proposer shall not make a claim, sue or maintain any legal action against BAWSCA or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If the Proposer does not request that BAWSCA withhold from disclosure information identified as confidential, BAWSCA shall have no obligation to withhold the information from disclosure and may release the information sought without liability to BAWSCA.

## **I. WAIVER**

By submitting a proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work requested in this Request for Proposals; that Proposer has checked its proposal for errors and omissions; that the rates stated in its proposal are correct and as intended by it and are a complete and correct statement of its rates for performing the work requested in this Request for Proposals.

The Proposer waives any claim against BAWSCA for costs incurred in preparing a proposal and responding to this RFP.

Enclosures & Background Materials:

- (1) Draft form of Agreement for Professional Services
- (2) CEO Job Description
- (3) Brochure from 2013 CEO Recruitment
- (4) Adopted Work Plan for FY 2024-25
- (5) 20<sup>th</sup> Anniversary brochure



## AGREEMENT

THIS AGREEMENT is made as of this \_\_\_\_ day of \_\_\_\_ 20\_\_, by and between the **Bay Area Water Supply & Conservation Agency** (“Agency”) and \_\_\_\_\_ (“Consultant”).

WHEREAS, Agency desires to obtain [*insert description of services*] and has issued a Request for Proposals, dated \_\_\_\_\_, 20\_\_, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, Consultant desires to perform such services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal/agreed to a scope of work, dated \_\_\_\_\_, 20\_\_, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### **1. SCOPE OF SERVICES**

Consultant will provide Agency the services set forth in Exhibit A, as supplemented by Exhibit B, in accordance with the terms and conditions of this Agreement. Agency may also engage Consultant for additional work as set forth in Section 3 below. In the event of any inconsistency between Exhibit A and Exhibit B, Exhibit A shall control.

### **2. SCHEDULE AND TERM**

Consultant will commence work upon Agency’s issuance of a Notice to Proceed and, unless the Agreement is terminated sooner pursuant to Section 19, will complete the work within one year in accordance with the Schedule included in Exhibit **Error! Reference source not found.**

### **3. COMPENSATION**

The Consultant agrees to perform all of the services included in Section 1 for the total all-inclusive not-to-exceed amount of \$\_\_\_\_\_ in accordance with Exhibit B. The total all-inclusive sum includes all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the Consultant.

The not-to-exceed amount is not guaranteed; compensation will be based on services actually rendered and expenses actually incurred. Agency will pay Consultant at the rates set forth in Exhibit B. The agreed-upon rates will include all direct labor, taxes, overhead, administrative fees, insurance, employee benefits, and other costs and expenses incurred by the Consultant necessary for the performance of all the services called for under this Agreement.

The Agency’s CEO/General Manager may from time to time request Consultant to perform additional tasks outside the scope of work described in Section 1, and not subject to the not-to-exceed amount described above. At Agency’s request, Consultant will provide a proposal for such additional task(s). If engaged, such task(s) will be on a work directive basis and will include a separate not-to-exceed budget for each specific task.

**4. MANNER OF PAYMENT**

Consultant will submit detailed monthly invoices at the end of each month describing the work performed, the personnel performing the work, and their applicable hourly rates of compensation, which will be consistent with Exhibit B. Invoices will also include total expenditures to date and the remaining balance on the budgeted or not-to-exceed amount. Invoices will be prepared in a format acceptable to Agency.

Agency will pay for work satisfactorily performed within thirty (30) days after receipt of an invoice meeting the requirements of this section. Should Agency dispute the accuracy of any invoice, or deem Consultant's work unsatisfactory, Agency will notify Consultant within 30 days of receipt of such an invoice. Agency will only pay the undisputed portion of any invoice. Resolution of a dispute over an invoice will be pursuant to Section 20.

**5. CHANGES**

Agency may from time to time make changes to the scope of work by written notice to Consultant. If such changes increase, or decrease, the Consultant's cost of performing the work, or the time required for its completion, an equitable adjustment as mutually agreed will be made to the limit on compensation contained in Section 3, or the Schedule referred to in Section 2, or both. In the event that the Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, the Consultant will notify the Agency immediately of such condition or contingency. The Consultant will explain the circumstances giving rise to the unforeseen condition or contingency and will suggest the proposed adjustment in schedule or compensation. Consultant will notify the Agency prior to the time that the Consultant performs work or services related to any proposed adjustment. Any agreed-upon changes will be memorialized in a written amendment to the Agreement.

**6. CONSULTANT'S STATUS**

Consultant is an independent contractor and not a partner or agent of, nor a joint venture with, Agency. Neither Consultant nor any of Consultant's officers or employees are employees of Agency for any purpose. Consultant will determine the means and methods by which the work is performed; Agency may, however, monitor Consultant's performance.

**7. ASSIGNMENT**

Consultant may not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of Agency.

**8. SUBCONSULTANTS**

Consultant may not subcontract any work to be performed under this Agreement without the prior written consent of Agency, except for minor administrative services.

The following subcontractor(s) is (are) approved by Agency for the following task(s):

- \_\_\_\_\_

Consultant will be solely responsible for reimbursing any subcontractors and Agency will have no obligations to them.

**9. KEY PERSONNEL**

A material consideration in Agency's selection of Consultant is the experience and qualifications of the following persons.

- \_\_\_\_\_

The Consultant agrees that these personnel will devote their personal attention to the work, as further described in Exhibit A. Consultant may substitute Key Personnel only with written approval of the Agency, which approval will not be unreasonably withheld. A request for substitution must demonstrate the replacement person's similar qualifications and experience for a position.

**10. STANDARD OF CARE**

Consultant will exercise the same degree of care, skill and diligence in the performance of the work as would be exercised by a reasonable professional performing similar work in the San Francisco Bay Area under similar circumstances. Consultant will re-perform, at no cost to Agency, services which fail to meet this standard. In the performance of its work, the Consultant represents that it (1) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (2) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

**11. OWNERSHIP OF WORK**

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by Consultant, will be and are the property of the Agency. The Agency will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the Consultant or in the hands of any subconsultant upon completion or termination of the work will be immediately delivered to the Agency. If any materials are lost, damaged, or destroyed before final delivery to the Agency, the Consultant will replace them at its own expense and the Consultant assumes all risks of loss, damage, or destruction of or to such materials. The Consultant may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the Agency. The Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

The Consultant represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

## **12. CONFIDENTIALITY**

Consultant will hold in confidence any Agency materials to which the Consultant has access, or materials prepared by the Consultant during the course of this Agreement ("Confidential Information"). Consultant will exercise all reasonable precautions to prevent the disclosure of Confidential Information to anyone except the officers, employees, and agents of the Consultant as necessary to perform services under this Agreement. Consultant, its employees, subcontractors, and agents, may not release any Confidential Information, and any reports or other materials prepared by it under this Agreement, whether deemed confidential or not, without the prior written approval of Agency.

## **13. INDEMNIFICATION**

Consultant will defend, indemnify and hold harmless the Agency, its directors, officers, employees and agents from and against any and all suits, claims or actions arising out of (i) any injury to persons or damage to property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the Consultant and caused by the willful misconduct, negligent act or omission by Consultant, its employees, subcontractors or agents.

The Consultant further agrees to defend any and all such suits, claims or actions, and pay all reasonable charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against the Agency or any of the other individuals enumerated above in any such action, the Consultant will, at its expense, satisfy and discharge the same. This indemnification will survive the expiration or earlier termination of this Agreement.

## **14. INSURANCE**

### **A. Types of Insurance**

(1) Workers' Compensation Insurance. If Consultant employs any person to perform work under this Agreement, Consultant will procure and maintain:

(a) Workers' Compensation Insurance meeting the requirements of the State of California, and

(b) Employer's Liability Insurance with a policy limit of at least One Million Dollars (\$1,000,000) per accident or illness.

The policy will contain a waiver of subrogation in favor of Agency and its directors, officers, employees and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

(2) Commercial General Liability Insurance. Consultant will procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence or claim and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance will include, but not be limited to, premises and operations, contractual liability covering the indemnity provisions contained in this Agreement, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement. Said Policy will protect the Consultant and the Agency in the same manner as though a separate policy had been issued to each, but nothing in said policy will operate to increase the insurance

company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

(3) Comprehensive Automobile Liability Insurance. Consultant will procure and maintain Automobile Liability insurance on vehicles used in connection with its business in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence or claim. This insurance will provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

(4) Professional Liability Insurance. Consultant will maintain Professional Liability insurance covering Consultant's performance of this Agreement in an amount not less than One Million Dollars (\$1,000,000) per occurrence or claim.

**B. Other Requirements**

(1) Insurers. All insurance policies must be issued by a California admitted carrier. Insurance policies issued by surplus lines carriers are not acceptable absent the express written approval of Agency and the carrier is listed on the California DOI LASLI list. Policies must be issued by insurers must have a Best Financial Strength Rating of A- or better, and be in the Best Financial Size Category of VII or larger.

(2) Endorsements

(a) The company (ies) issuing all such policies will agree to give Agency thirty (30) days advance written notice of non-renewal or cancellation.

(b) The Commercial General Liability and Automobile Liability policies (but not the Professional Liability policy) will include Agency, its directors, officers and employees as additional insureds.

(c) The Commercial General Liability and Automobile Liability policies will be primary to and not contributing with any insurance maintained by Agency.

(d) The inclusion of more than one insured on the Commercial General Liability and Automobile Liability policies will not affect the rights of such insureds as against one another; such policies will protect Consultant and Agency as though a separate policy had been issued to each, but inclusion of more than one insured will not increase the limits of the insurer's liability.

(3) Evidence of Insurance. Before commencing work, Consultant will provide Agency with a certificate or certificates of insurance evidencing the existence of the required insurance policies. Agency may request a duplicate original of such policies and endorsements. The Consultant may not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times will satisfy the requirements of the insurer for the purpose of maintaining the required insurance in effect.

(4) Notice to Agency. If any claim is made by any third person against the Consultant on account of any incident connected to the Agreement, the Consultant will promptly report the fact in writing to the Agency, giving full details of the claim.

(5) Self-Insurance, Deductibles, and Retentions. Upon evidence of financial

capacity satisfactory to the Agency, and Consultant's agreement to waive subrogation against the Agency respecting any and all claims that may arise, Consultant's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance. Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from the Agency. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable. In the event that the policy of the Consultant or any subcontractor contains a deductible or self-insured retention, and in the event that the Agency seeks coverage under such policy as an additional insured, Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of Consultant, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if Consultant or subcontractor is not a named defendant in the lawsuit.

(6) Subconsultants. Any person, firm, or corporation that the Consultant authorizes to work pursuant to this Agreement, including any subcontractor, is deemed to be the Consultant's agent and is subject to all applicable terms of this Agreement. Prior to the Consultant's start of the work, the Consultant agrees to require its subcontractors to procure and maintain, at the Consultant's (or its subcontractor's) sole cost and expense (and to prove to the Agency's reasonable satisfaction that it remains in effect throughout the performance of the work under this Agreement), the kinds of insurance described above. Such insurance must remain in effect throughout the term of this Agreement and will be at the sole cost and expense of the Consultant (or its subcontractors).

## **15. RECORDS**

Agency and its authorized representatives, including the California State Auditor, may inspect and make copies of Consultant's books, records and data relating to the Agreement at any reasonable time and may audit and verify invoices submitted by Consultant. Consultant will provide such assistance as may be reasonably required in the course of such inspection and audit.

Consultant will maintain its records relating to this Agreement, and make them available for inspection, for a period of three (3) years after Agency makes final its payment to Consultant.

## **16. NONDISCRIMINATION**

In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Consultant shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard

commercial supplies or raw materials.

**17. COMPLIANCE WITH LAW**

In connection with the performance of this Agreement, Consultant will comply with all applicable federal and state laws, including regulations of federal and state agencies, and with applicable local ordinances.

**18. MODIFICATION**

This Agreement may be modified or amended only by a written document signed by both parties.

**19. TERMINATION**

Agency may terminate this Agreement at any time and for any reason by written notice. Upon receiving notice of termination, Consultant will promptly deliver to Agency all materials prepared or obtained in performance of this Agreement and will not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a breach or default by Consultant, Agency will pay Consultant, in accordance with the provisions of Sections 3 and 4, all sums actually due and owing from Agency for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by Consultant to effect such termination. If the Agreement is terminated for breach or default, Agency will pay Consultant for only those services performed and expenses incurred in full accordance with the terms of this Agreement, up to the effective date of termination. Whether terminated for breach or for convenience, the Agency will not in any manner be liable for the Consultant's actual or projected lost profits had the Consultant completed the services required by this Agreement.

**20. DISPUTE RESOLUTION**

In the event of any dispute, the parties will promptly meet and confer, first at a staff level and then elevated to a meeting of executives, in a good faith attempt to resolve the dispute. If a dispute cannot be resolved by the parties independently, they may agree to submit such dispute to non-binding mediation by a mutually agreed-upon neutral third party with offices in the San Francisco Bay Area. The cost of mediation will be shared equally. Unless otherwise directed by Agency, Consultant will continue performance under this Agreement while matters in dispute are being resolved.

In the event the parties agree to mediation, the party proposing mediation will provide the other party with the names of three mediators (provided by the American Arbitration Association, JAMS, or other such organization), each of which is acceptable to that party. The other (second) party will select one of the three mediators and notify the first party of its selection within fifteen (15) days after receiving the names of the three mediators. If the second party fails to make a selection within this fifteen (15) day period, the first party may either select the mediator from among the three it proposed or may pursue its legal and equitable remedies through litigation.

The parties will meet with the mediator within thirty (30) days of his/her selection and will discuss the dispute with the mediator in a good faith effort to reach an agreement. However,

nothing in this section requires either party to make a concession or accept an offer. If the mediation does not resolve the matter to the satisfaction of both parties within sixty (60) days after the mediator is selected, either party may pursue its legal and equitable remedies through litigation. Any lawsuit between the parties will be filed and prosecuted in the Superior Court of the State of California. The agreed venue is the County of San Mateo. This section does not limit Agency's right to terminate the Agreement.

**21. NOTICE**

All notices will be given in writing by personal delivery, or first class mail, to the parties at the following addresses:

If to Agency: Bay Area Water Supply & Conservation Agency  
155 Bovet Road, Suite 650  
San Mateo, CA 94402  
Attention: Nicole Sandkulla, CEO/General Manager

If to Consultant: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice given by mail will be deemed received two days after it is deposited in the United States mail postage prepaid, addressed as provided above.

Day-to-day communications will be between \_\_\_\_\_ for Agency at (650) 349-3000, and \_\_\_\_\_ for Consultant at \_\_\_\_\_.

**22. CONFLICT OF INTEREST**

The Consultant warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The Consultant further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, the Consultant may be required to publicly disclose financial interests under the Agency's Conflict of Interest Code. The Consultant agrees to promptly submit a Statement of Economic Interest on the form provided by Agency upon receipt.

No person previously in the position of director, officer, employee or agent of the Agency may act as an agent or attorney for, or otherwise represent, the Consultant by making any formal or informal appearance, or any oral or written communication, before the Agency, or any officer or employee of the Agency, for a period of twelve (12) months after leaving office or employment with the Agency if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.



**23. PUBLICITY**

The Consultant, its employees, subcontractors, and agents will not refer to the Agency, or use any logos, images, or photographs of the Agency for any commercial purpose, including, but not limited to, advertising, promotion, or public relations without the Agency's prior written consent. Such written consent will not be required for the inclusion of the Agency's name on a customer list.

**24. WAIVER**

A waiver of any requirement of this Agreement must be in writing by an authorized representative of the party waiving the requirement. The waiver by either party of a breach of any requirement of this Agreement will not be deemed a waiver of any such breach in the future or of a breach of any other requirement.

**25. INTERPRETATION**

Section headings are solely for convenience and are not intended to affect the interpretation of the Agreement. The Agreement will be interpreted reasonably, not in favor of or against either party.

**26. ENTIRE AGREEMENT**

This Agreement including any exhibits or attachments, constitutes the complete agreement between the parties and supersedes any prior agreements, promises, and understandings whether written or oral. This Agreement may be modified or amended only by written instrument signed by both the Consultant and the Agency. In the event of a conflict between the terms and conditions of this Agreement and any Exhibit, the terms of this Agreement will control.

**27. NO THIRD PARTY RIGHTS**

The parties do not intend this Agreement to create rights in any third parties and nothing in this Agreement should be construed to do so.

**28. SEVERABILITY**

If any provision of this Agreement or any portion thereof is held to be invalid or unenforceable for any reason, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event such provision will be severable and will not affect the validity or enforceability of any other provision.

**29. BINDING ON SUCCESSORS**

All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and legal representatives.

**30. AGENCY WARRANTIES**

The Agency makes no warranties, representations, express or implied, beyond such as are explicitly stated in this Agreement.

**31. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it will be governed by the laws of the State of California.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized officers as of the day and year first above written.

BAY AREA WATER SUPPLY & CONSERVATION AGENCY

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chief Executive Officer

*[INSERT CONSULTANT NAME]* (CONSULTANT)

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

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

Taxpayer ID Number:

**BAWSCA**  
**Chief Executive Officer and General Manager**

**RESPONSIBILITIES**

The Chief Executive Officer (CEO) and General Manager is appointed by BAWSCA's Board of Directors and reports to the twenty-six member Board.

BAWSCA is a well-functioning public agency that provides regional representative governance to protect the water interests of its member agencies, and their ultimate customers, that rely on the San Francisco Regional Water System.

BAWSCA's goal is a reliable supply of high quality water at a fair price. BAWSCA's CEO and General Manager is responsible for:

**Leadership**

1. Propose and reach BAWSCA's goals.
2. Develop and implement strategies to achieve BAWSCA's goals.
3. Deliver results on a schedule approved by the Board.
4. Create a positive identity for BAWSCA by achieving results.\*
5. Provide leadership and management of BAWSCA's activities.
6. Communicate and work effectively with the directors.
7. Effectively engage with staff, legal counsel, and external consultants and advisors to leverage expertise and experience.
8. Engage and leverage member agency staff through committees and other methods to provide expertise and necessary input to BAWSCA.
9. Represent the water interests of BAWSCA's members with San Francisco.
10. Collaborate and negotiate with San Francisco and other organizations.
11. Build support from local, state, and Federal officials.
12. Maintain and cultivate relationships with allies and special-interest groups.
13. Act as BAWSCA's external spokesperson.

**Management**

1. Manage BAWSCA's activities.
2. Prepare and implement the annual work plan and budget.
3. Appoint, train and manage BAWSCA's staff.
4. Administer the Water Supply Agreement between San Francisco and its Wholesale Customers, BAWSCA's members.
5. Safeguard BAWSCA's financial resources.

**Other**

If appointed by the Board of Directors of the San Francisco Bay Area Regional Financing Authority (RFA), and if acceptable to the Board of Directors of BAWSCA, serve in the capacity of General Manager, Acting Secretary, and/or Secretary of the RFA.

\*BAWSCA's identity includes perceptions of the Board of Directors, member agencies, ultimate water customers, relevant state legislators and their staffs, local federal legislators, labor leaders, business and community organizations, interest groups and media.



# **BAWSCA**

**Bay Area Water Supply & Conservation Agency**



**A Unique Leadership  
Opportunity  
at  
A Unique Organization**

**The Bay Area Water Supply and  
Conservation Agency  
is Recruiting its Next  
Chief Executive Officer/General Manager**

Google™ earth

[www.BAWSCA.org](http://www.BAWSCA.org)



## This Unique Opportunity

This is a career opportunity to lead a special district pending the retirement of the current Chief Executive Officer/General Manager (CEO/GM). Under the CEO/GM's strong leadership, the Bay Area Water Supply and Conservation Agency (BAWSCA) and its highly capable staff of six have accomplished ten major concrete results:

1. California legislation to protect health, safety, and economic well-being of residents, businesses, and community organizations in Alameda, San Mateo, and Santa Clara Counties (AB 1823-Papan, SB 1870-Speier, and AB 2058-Papan).
2. A new 25-year Water Supply Agreement with San Francisco negotiated on behalf of the BAWSCA member agencies.
3. Continuous monitoring of San Francisco's \$4.6 billion Water System Improvement Program to keep it on scope, schedule, and budget.
4. \$62 million saved for BAWSCA member agencies over the next 21 years by issuing over \$335 million in bonds to prepay a capital debt they owed to San Francisco.
5. Over \$17 million saved by reviewing and correcting San Francisco's allocation of costs to BAWSCA member agencies over the last 18 years.
6. A vote for BAWSCA member agencies on any plan created by San Francisco to drain Hetch Hetchy Reservoir.
7. BAWSCA's award-winning regional water-conservation programs save water and money, leverage member agency staff, and secure grant funds.
8. An agreement among member agencies to share the limited San Francisco water supply during droughts.
9. The first Long-Term Reliable Water Supply Strategy for the region was initiated, and is being developed, by BAWSCA and its member agencies.
10. BAWSCA's presence and results have improved San Francisco's perception and treatment of water customers outside of San Francisco.

The next CEO/GM will therefore take over leadership of a results-driven organization.

## This Unique Organization – The Bay Area Water Supply & Conservation Agency

BAWSCA is a special district authorized by State legislation and created by the separate but parallel actions of 26 local water agencies in the Bay Area, as authorized by AB 2058, which was enacted by the California Legislature in 2002.

The legislative action was in response to concerns that the communities in the Bay Area that depend on the San Francisco Regional Water System (Regional Water System) faced serious problems, which they would not be able to solve individually and without the help of State law.

These water agencies and their customers rely on the Regional Water System for two-thirds of their water and pay two-thirds of the cost to build, operate, and maintain the Regional Water System.

Achieving BAWSCA's goals is vital to protecting the health, safety, and economic well-being of 1.7 million people, over 30,000 businesses, and countless community organizations in Alameda, San Mateo, and Santa Clara Counties that depend on the Regional Water System.

BAWSCA's governing board includes appointees from each of the 24 public agencies, and appointees for Stanford University and the California Water Service Company, all of which are long-term wholesale purchasers of water from San Francisco.

BAWSCA currently has a total staff of 7 and a FY 2012-13 operating budget of approximately \$2.7 million dollars.

BAWSCA also manages the collection and distribution of over \$25 million per year in member agency surcharges to repay over \$335 million in bonds it issued in 2013. BAWSCA received a AA- rating from Standard and Poor's and a Aa3 rating from Moody's.

In addition, BAWSCA administers subscription water conservation programs totaling about \$1.5 million per year, and approximately \$1.5 million in State water conservation grants.

## Future Challenges and Opportunities

BAWSCA is a dynamic organization, not a static, routine, maintenance organization. The annual work plan anticipates future challenges and produces results that protect and enhance the water interests of BAWSCA member agencies. Challenges facing BAWSCA include:

1. Threats to Supply Reliability. The interests of BAWSCA member agencies and their customers must be effectively represented to State and Federal regulatory bodies that will make decisions that impact the reliability of the San Francisco supply.
2. San Francisco's Water System Improvement Program. San Francisco has extended completion of two of the forty-eight projects from 2015 to 2019. Ensure that BAWSCA's and the State's oversight continues until San Francisco completes the program within budget to protect the health, safety, and economic well-being of the water customers.
3. Uncertain Future Water Supply. San Francisco has not committed to meet the future water needs of the BAWSCA member agencies and the communities that they serve, leaving the future of those communities uncertain.
4. BAWSCA's Long-Term Reliable Water Supply Strategy. Complete and implement to ensure that the member agencies have access to cost-effective and reliable water supplies.
5. Water Supplies for San José and Santa Clara. San Francisco may decide to stop serving water to the cities of San José and Santa Clara, which are BAWSCA member agencies. Alternative solutions, and potential impacts to these cities and other BAWSCA members, must be identified and evaluated.
6. Administration of the Water Supply Agreement. Ensure San Francisco meets or exceeds its contractual commitments for water supply, reliability, water quality, and fair pricing.
7. New Drought Allocation Plan. The current plan that allocates San Francisco supplies between BAWSCA member agencies during a drought expires in 2018, and a new one will need to be developed and agreed to by BAWSCA's 26 member agencies.



# The Responsibilities of BAWSCA's CEO/GM

The CEO/GM provides leadership for the organization and has the following responsibilities:

## Leadership

- Propose goals, and develop and implement strategies to achieve BAWSCA's goals
- Deliver results, including those in a work plan and budget approved by the Board
- Create a positive identity for BAWSCA with its constituents by achieving results
- Provide leadership and management of BAWSCA's activities
- Communicate and work effectively with the Board of Directors
- Represent the collective water interests of BAWSCA's members with San Francisco
- Collaborate and negotiate with San Francisco and other organizations
- Build support from local, State, and Federal administrative and elected officials
- Maintain relationships with allies and special-interest groups
- Act as BAWSCA's external spokesperson
- Negotiate agreements among agencies when needed and appropriate (e.g., water shortage agreement)

## Management

- Oversee BAWSCA's activities
- Prepare and implement the annual work plan and budget
- Appoint, train, and evaluate performance of BAWSCA's staff
- Oversee administration of the Water Supply Agreement between San Francisco and its Wholesale Customers (BAWSCA's members)
- Provide sound stewardship of BAWSCA's financial resources

## Other

If appointed by the Board of Directors of the San Francisco Bay Area Regional Financing Authority (RFA), and, if acceptable to the Board of Directors of BAWSCA, the CEO/GM will serve as the General Manager, Acting Secretary, and/or Secretary of the RFA. The RFA was established by State legislation to ensure funds could be made available to rebuild the Regional Water System. The legislation provides that the RFA will cease to exist once San Francisco's program for rebuilding the Regional Water System has been completed.

# Minimum Experience and Education

**Experience.** The successful candidate should have: substantial high-level executive experience, fifteen (15) years or more of leadership in a municipality, special district, or other government or private sector entity, including five (5) years or more of experience in upper management. Knowledge of water systems (preferably in the San Francisco region), policy development and implementation, water resources planning and management, water rights and water contracts, and water utility operations knowledge is highly desired. Qualifying experience may be drawn from (a) public sector experience; (b) private sector experience with a top-tier corporation; (c) consulting as an industry expert in utilities, engineering, or a related field; or (d) a combination of experience that can demonstrate a clear understanding of BAWSCA's goals and the ability to deliver results.

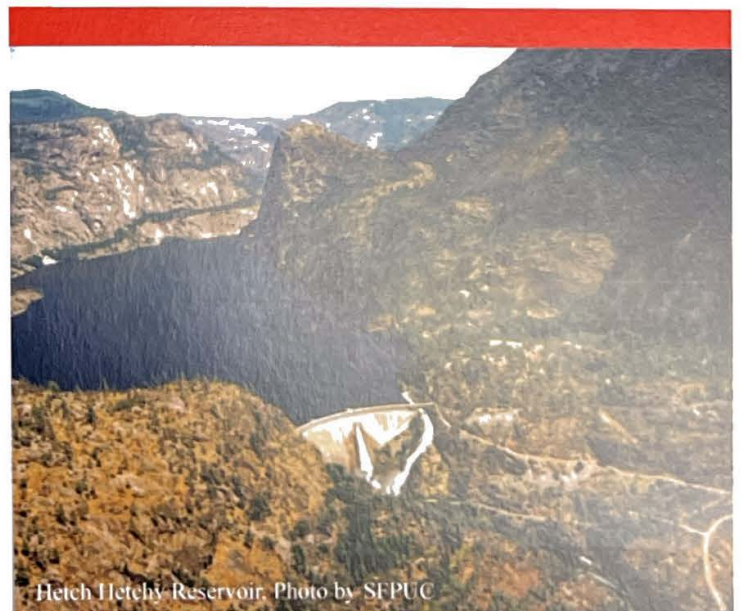
Top candidates will be able to demonstrate a proven track record of success, a progressively responsible career path, and exceptional integrity and unquestionable ethics.

**Education.** A Bachelor's degree from a fully accredited and respected institution is a minimum requirement for this position. A Master's or other advanced degree is strongly desired.

**Certifications.** No specific certifications are required, although negotiation, engineering, financial, and/or leadership certifications, combined with applicable career experience would demonstrate a commitment to growth related to the responsibilities of this position.

**Evaluation of Experience.** The Ad Hoc CEO Recruitment Committee will review all applications and supporting documentation. To identify the best qualified candidate, the Committee will consider a broad spectrum of individuals, both locally and nationally. All highly qualified candidates should apply.

The Committee's recommendation to the Board of Directors will ultimately be made based on the combination of experience, education, industry credentials, and leadership that will best achieve BAWSCA's goals.



Hetch Hetchy Reservoir. Photo by SFPUC





## The Best Qualified Candidate

The best qualified candidate is an individual who will build on the track record of excellent results that currently exists at BAWSCA. The Board desires that rare individual who is:

- Politically astute
- Able to establish instant credibility
- Decisive
- Results-oriented
- Professional
- Committed to excellence
- Prepared to represent the water interests of the BAWSCA member agencies and their water customers

The ideal candidate will have exceptional analytical skills with the ability to listen, gather facts, and make informed decisions. As a leader and as a manager, the best qualified candidate exhibits an upbeat, can-do attitude; respect for colleagues, allies, and opponents; and an appropriate sense of humor.

## To Be Considered

This is a confidential process and will be handled accordingly throughout the various stages of the process. References will not be contacted until mutual interest has been established.

The first review of resumes will take place on June 7, 2013. This position is open until filled; however, candidates are encouraged to apply early for optimal consideration. Resumes will be reviewed and evaluated throughout the recruitment process.

To be considered, candidates must submit: a compelling cover letter, a comprehensive resume, their salary history, and six (6) professional references.

**An electronic version of all documents is strongly encouraged. Interested candidates may apply via email to [apply@ralphandersen.com](mailto:apply@ralphandersen.com).**

Ralph Andersen & Associates will conduct the initial evaluation of submitted materials to determine the best overall match with the established criteria as outlined in this recruitment profile. The evaluation and selection process may consist of a supplemental questionnaire and/or written exercise(s) to further evaluate relative experience and overall suitability for this position.

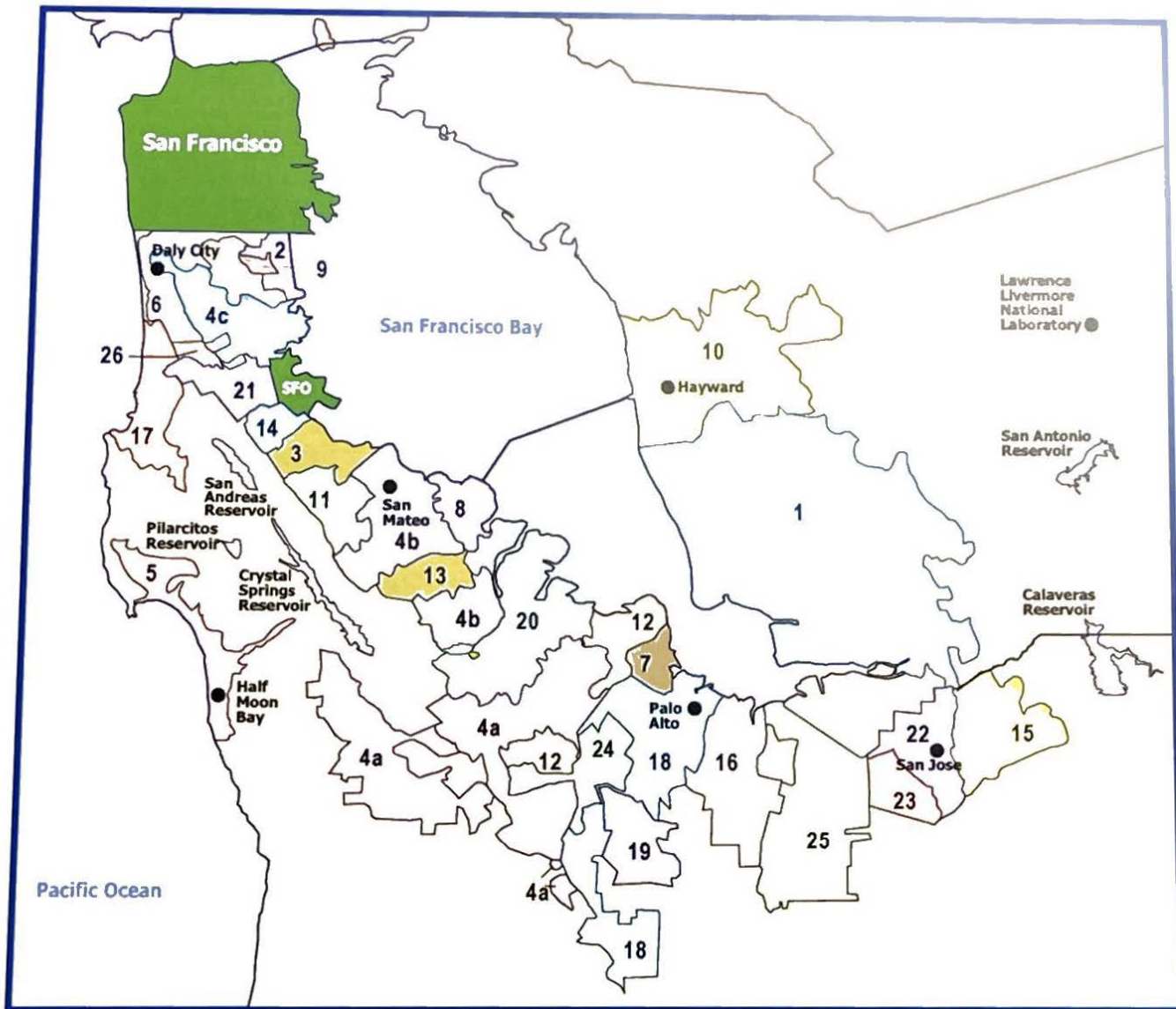
Finalist candidates will be required to sign a release form to authorize preliminary reference calls and verifications to be conducted. Employment history, degrees obtained, and other certifications/accomplishments will also be verified.

Ideally, the new CEO/GM will join the Bay Area Water Supply & Conservation Agency by October 1, 2013.

**If you have any questions regarding this position or the recruitment process, please call Mr. Robert Burg at (916) 630-4900. Confidential inquiries are welcomed.**

*The Bay Area Water Supply & Conservation Agency is an Equal Opportunity Employer.*

# Bay Area Water Supply & Conservation Agency Member Agencies



BAWSCA's office is located in San Mateo, California.



## Compensation and Benefits

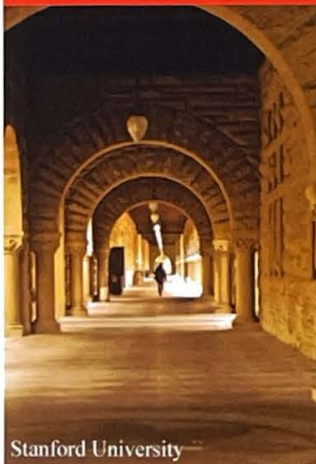
The CEO/GM is an at-will contract position appointed by BAWSCA's Board of Directors. The CEO/GM will be well compensated with a competitive annual salary, depending on experience and qualifications, and executive-level benefits, including participation in the California Public Employees' Retirement System (CalPERS). The successful candidate will be provided with a mutually agreeable employment contract.

## The Bay Area

The San Francisco Bay Area, commonly known as the Bay Area, encompasses the major cities and metropolitan areas of San Francisco, Oakland, and San José, along with smaller urban and rural areas. Home to approximately 7.15 million people, the nine-county Bay Area contains many cities, towns, airports, and regional, State, and national parks, connected by a network of roads, highways, railroads, bridges, tunnels, and commuter rail. The combined urban area of San José and San Francisco is the largest in Northern California, the second largest in California (after Los Angeles), and the 55th largest urban area in the world.

The Bay Area is renowned for its natural beauty, entrepreneurship, and diversity. The area has high incomes: it includes the five highest California counties by per capita income and two of the top 25 wealthiest counties in the United States.

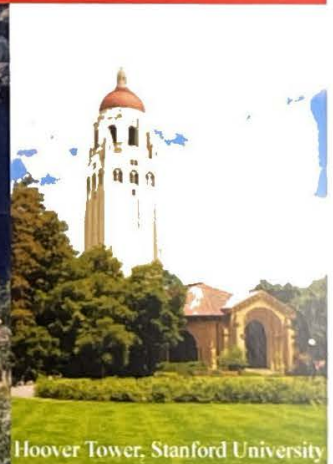
The area's natural beauty is enhanced by a rich commercial, retail, cultural, intellectual, artistic, and street life. There is an abundance of local, regional, and statewide recreational and cultural activities, with Sacramento, the Yosemite Valley, and Lake Tahoe within driving distance, along with the numerous coastal communities along California's beautiful shoreline. In addition to professional ballet, opera, and theater, the Bay Area has outstanding restaurants, museums, healthcare, schools, universities, one of the best zoos in the country, and teams from all professional sports leagues.



Stanford University



Hetch Hetchy Reservoir. Photo by SFPUC



Hoover Tower, Stanford University

**Table 1. Draft Proposed FY 2024-25 Work Plan and Results to Be Achieved**

(Percent of Proposed Operating Budget for Each Item Shown in Parenthesis, *New/Expanded Items Shown in Blue Italic Font*)

<b>BAWSCA OBJECTIVE &amp; PROPOSED FY 2024-25 WORK PLAN</b>	
<b>RELIABLE WATER SUPPLY</b>	
(4.9%)	<p><b>1. <u>Facility Reliability: Monitor SFPUC’s WSIP, 10-Year Capital Plan, Asset Mgmt. Program, and Emergency Response</u></b></p> <ul style="list-style-type: none"> <li>a. Monitor WSIP scope, cost, and schedule <i>including extending State oversight as necessary</i> through to completion. Press the SFPUC and the city's political leadership to meet the adopted schedule, satisfy the requirements of AB 1823, and respond promptly to BAWSCA's reasonable requests. Track WSIP projects designated as critical drought water supply components to verify they have been completed in such a fashion that they can meet their intended Level of Service (LOS) goals.</li> <li>b. Review and monitor SFPUC’s Regional 10-Year Capital Plan to ensure that identified projects and programs meet the needs of the members in a cost-effective and appropriate manner.</li> <li>c. Review &amp; monitor SFPUC's Asset Management Program to ensure ongoing long-term maintenance and protection of RWS assets.</li> <li>d. Provide assistance to members and help facilitate engagement with the SFPUC regarding emergency response matters.</li> <li>e. Engage with and track the SFPUC Capital Planning Improvements Initiative Review.</li> <li>f. Review the SFPUC 2024 State of the Water System Report.</li> </ul>
(20.9%)	<p><b>2. <u>Long-Term Supply Solutions: Implement BAWSCA’s Strategy to Ensure a Reliable, High-Quality Supply of Water is Available Where and When Needed</u></b></p> <ul style="list-style-type: none"> <li>a. <i>Initiate development of BAWSCA’s Long-Term Reliable Water Supply Strategy 2050 (Strategy 2050).</i></li> <li>b. <i>Initiate development of updated regional water demand projections “BAWSCA 2025 Regional Water Demand and Conservation Projections Project”.</i></li> <li>c. Participate in the Bay Area Regional Reliability (BARR) Partnership.</li> <li>d. Participate in the continued planning of the PureWater Peninsula potable reuse project.</li> <li>e. Facilitate development of other local water supply options including tracking and reporting to the Board on members’ efforts, identifying potential grant funding, monitoring of related policy development, etc.</li> <li>f. Use BAWSCA Reliability Model to evaluate Bay Delta Plan Voluntary Agreement impacts on reliability, the prospective benefits that new alternative water supplies may provide, and to estimate the corresponding need to ration during droughts.</li> <li>g. Facilitate use of the BAWSCA Model by members via Subscription Program.</li> </ul>
(10.7%)	<p><b>3. <u>Near-term Supply Solutions: Demand Management, Water Conservation and Drought Response</u></b></p> <ul style="list-style-type: none"> <li>a. Prepare the BAWSCA 2021-2023 Drought Report.</li> <li>b. Represent members’ interests in regional and statewide discussions on the development of and compliance with California’s “Making Water Conservation a California Way of Life” requirements as appropriate.</li> </ul>

**BAWSCA OBJECTIVE & PROPOSED FY 2024-25 WORK PLAN**

- c. Provide regional coordination to support members’ AMI implementation and data management and utilization.
- d. Implement BAWSCA’s core water conservation programs.
- e. Implement BAWSCA’s subscription conservation rebate programs that benefit and are paid for by participating members.
- f. Engage with CalWEP & others to promote 3<sup>rd</sup> party development & administration of a leak repair & training certification program.
- g. Participate in San Mateo County’s C/CAG OneWatershed pilot project.
- h. Represent members in regional and State-level discussions relative to water conservation-related regulations, grant funding opportunities, and programs where regional participation is possible.

**(7.4%) 4. Take Actions to Protect Members’ Water Supply and Financial Interests in WSA Administration**

- a. Monitor SFPUC’s implementation of its AWS Program, including associated recommended actions, and participate as appropriate to ensure that the SFPUC can meet its water supply reliability obligations at a fair price to its Wholesale Customers.
- b. Protect members’ water supply interests to ensure that the SFPUC meets its legal and contractual obligations for water supply from the Regional Water System in light of ongoing risks.
- c. Adopt a temporary extension of the existing Tier 2 Plan that expires Dec. 2024 if necessary.
- d. Facilitate final negotiations and adoption of an updated Tier 2 Plan.
- e. Protect members’ water supply and financial interests in the SFPUC’s required 2028 decisions.
- f. Ensure correct implementation of asset classification adjustments associated with 2018 WSA amendment.
- g. Ensure correct implementation of the recent WSA amendment allowing for the paired transfer of a portion of an agency’s ISG and minimum purchase obligation.
- h. *If proposed by SFPUC, support members consideration of possible WSA amendment on to min. purchase obligations.*

**(10.4%) 5. Protect Members’ Interests in a Reliable Water Supply**

- a. Participate in SWRCB Bay Delta Plan Update to ensure members’ interests are represented, including ongoing legal intervention.
- b. Participate in the Don Pedro Project/La Grange Project FERC licensing process to protect customers’ long-term interests in Tuolumne River water supplies, including ongoing legal intervention.

**(0.1%) 6. Pursue Grant Opportunities Independently and in Coordination with Regional Efforts**

- a. Pursue and use grant funds for water conservation programs and for regional supply projects and programs, including Prop 1 Integrated Regional Water Management conservation grant.
- b. Pursue, with regional partners, grant funding to support studies that aim to improve regional water supply reliability.
- c. *Implement BAWSCA grant tracking tool to support members’ access to grant funds.*
- d. Investigate potential for grant funds to support the implementation of BAWSCA’s Strategy.

**(0.5%) 7. Reporting and Tracking of Water Supply and Conservation Activities**

- a. Complete BAWSCA FY 2023-24 Annual Survey.
- b. Complete BAWSCA FY 2023-24 Annual Water Conservation Report.

**BAWSCA OBJECTIVE & PROPOSED FY 2024-25 WORK PLAN**

c. In partnership with members, operate and maintain BAWSCA’s updated WCDB.

**HIGH QUALITY WATER**

- (0.5%) **8. Support Members in Receiving Reliable Communication of Water Quality Issues**
- a. Coordinate members participation in Joint Water Quality Committee to ensure it addresses Wholesale Customer needs.
  - b. Relay important water quality information (notices as received from SFPUC) to members when made aware of changes that have the potential to impact water quality (e.g., taste, odor, blending).
  - c. Review and act on, if necessary, State legislation affecting water quality regulations.

**FAIR PRICE**

- (11.5%) **9. Perform Matters that Members Agencies Delegated to BAWSCA in the WSA**
- a. Administer the WSA with San Francisco to protect the financial interests of members.
  - b. Administer BAWSCA’s revenue bonds issued to retire capital debt owed by the Wholesale Customers to San Francisco.

**AGENCY EFFECTIVENESS**

- (5.2%) **10. Maintain Community Allies and Contacts with Environmental Interests**
- a. Maintain close relationships with BAWSCA's local legislators and allies, and activate them, if necessary, to achieve agency goal.
  - b. Maintain a dialogue with responsible environmental and other groups, who will participate in the permitting and approval process for efforts to maintain system reliability.
  - c. Maintain effective communications with members, customers, and others to achieve results and support goals.
  - d. In conjunction with San Francisco, conduct or co-sponsor tours of the Regional Water System for selected participants.
- (14.3%) **11. Manage the Activities of the Agency Professionally and Efficiently**
- a. Implement Board policy directives for management of BAWSCA’s unfunded OPEB and pension liability obligations.
  - b. Maintain a motivated, trained, and effective Workforce.
  - c. Continue development of a staff-led plan to address BAWSCA’s long-term policy & operational resilience to inform future policy decision making.
  - d. ***Implement directive to make BAWSCA Board and Policy Committee meetings available to the public via livestream.***



# BAWSCA

Bay Area Water Supply & Conservation Agency

## BAWSCA Delivers Valuable Results for the Region's Water Users

- **Ensuring a reliable supply of high-quality water at a fair price** for BAWSCA's 1.8 million water users in Alameda, San Mateo, and Santa Clara counties, including more than 40,000 businesses and hundreds of communities.
- **Saving BAWSCA's water users \$47 million** through oversight of the water supply agreement with San Francisco.
- **Making valuable investments in water conservation resulting in a 27% reduction in total water use since 2003**, including educating water customers about the importance of using water wisely.
- **Helping residential water customers in the three counties respond aggressively and responsibly** to recent droughts, and to Governor Gavin Newsom's request for a reduction in water use, achieving a low per capita use of 60 gallons per person per day.
- **Providing close oversight and making specific recommendations for the State mandated \$4.8 billion rebuilding of San Francisco's 100-year-old, 165-mile long, earthquake-vulnerable Regional Water System**, which is 99 percent complete, to protect all water users who depend on it.

"A multicounty agency authorized to plan for and acquire supplemental water supplies, encourage water conservation and use of recycled water on a regional basis."

[BAWSCA Act, AB2058 (Papan - 2002)]



*On May 19, 2023, BAWSCA completed its first 20 years since it was formed by member agencies following authorization by the California Legislature with the passage of AB 2058 in 2002.*

BAWSCA has the authority to coordinate water conservation, supply and recycling activities for its member agencies; acquire water and make it available to other agencies on a wholesale basis; finance projects, including improvements to the Regional Water System; and build facilities jointly with other local public agencies or on its own to carry out the agency's purposes.

## BAWSCA SERVICE AREA



## BAWSCA AGENCIES

Alameda County Water District	Millbrae
Brisbane	Milpitas
Burlingame	Mountain View
California Water Service Company	North Coast County Water District
Coastside County Water District	Palo Alto
Daly City	Purissima Hills Water District
East Palo Alto	Redwood City
Foster City/Estero MID	San Bruno
Guadalupe Valley MID	San Jose
Hayward	Santa Clara
Hillsborough	Stanford University
Menlo Park	Sunnyvale
Mid-Peninsula Water District	Westborough Water District

*Nicole Sandkulla, CEO/General Manager*  
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*650.349.3000 | [www.bawasca.org](http://www.bawasca.org)*