

## GENERAL MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement ("**Agreement**") is effective as of April 5, 2023 and is between the **WEST COUNTY WASTEWATER DISTRICT**, a sanitary district organized and existing under the Sanitary District Act of 1923 ("**District**") acting by and through its Board of Directors ("**Board**"), and **ANDREW CLOUGH**, an individual ("**Mr. Clough**") (individually sometimes referred to as "**Party**" or collectively as "**Parties**").

The District is authorized pursuant to Health & Safety Code §6517 to employ agents necessary for its operations and to that end to appoint and employ a General Manager to perform the functions of principal administrator of the District's operations and functions.

Mr. Clough currently serves as the District's Deputy General Manager. Mr. Clough and the District intend by this Agreement to provide for the terms of employment under which Mr. Clough will serve as the District's General Manager.

The Parties therefore agree as follows:

(1) **Term.**

- (a) Mr. Clough shall be employed as General Manager of the District.
- (b) Mr. Clough shall serve at the pleasure of the Board and his term of at-will employment shall be indefinite and subject to termination or extension by the Board.
- (c) Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Mr. Clough at any time, subject only to the provisions set forth in Section 5 below.

(2) **Status of Employee; Employment and Duties.**

- (a) **Duties.** The job description set forth in Attachment A sets out the minimum duties the General Manager is expected and required to perform. The Board may further reasonably define the General Manager's duties from time to time.
- (b) **Exclusive Role.** Mr. Clough will not be employed by any other person or any other entity while employed as the General Manager if such employment interferes with his ability to perform his General Manager duties.

(3) **Compensation and Evaluation.**

- (a) **Salary and Evaluation.** The District shall pay Mr. Clough a gross annual salary of \$292,776 for his services as General Manager, payable in equal increments at the same time that other District employees are paid. The District will conduct a performance review and evaluate Mr. Clough's performance at least once per

year. Mr. Clough's gross annual salary is subject to potential increase based upon the outcome of such evaluation.

- (b) Transition and Stay Bonus: In recognition of the additional level of work needed to guide the District during this time of transition, when Mr. Clough may be performing both General Manager and Deputy General Manager duties, Mr. Clough will receive a bonus in the amount of 5% of his gross annual salary, conditioned on remaining employed for at least six months, and payable in equal increments over those first six months of his employment as General Manager. Should Mr. Clough's employment end before six months, his right to any remaining amount of bonus ceases.

(4) **Benefits.**

- (a) Retirement, Health and Welfare and Other Benefits. Except as otherwise provided for in this Agreement, Mr. Clough will be entitled to all of the same benefits given to other unrepresented District employees as set forth in the District's Unrepresented Employees Terms and Conditions, as amended from time to time, and subject to the District's Employee Handbook, as amended from time to time, which specifically include, but are not limited to, membership in the CalPERS retirement system, vacation time (as set out in Section 4(b)), holidays, sick/personal necessity leave, health insurance, life insurance (defined benefit plan) and management leave.
- (b) Other Benefits.
- (i) Vacation: Mr. Clough shall receive 25 days annual paid vacation, subject to all other conditions as provided in the District's Unrepresented Employees Terms and Conditions, as amended from time to time, and the District's Employee Handbook, as amended from time to time. Mr. Clough shall notify the Board of Directors reasonably in advance of taking any planned vacation.
- (ii) Car Allowance. Mr. Clough is expected to primarily use his own vehicle in the performance of his services as General Manager, including being available 24 hours per day when practical to respond to emergency situations for the District. Mr. Clough shall be paid \$500 per month, as reimbursement for automobile expenses. The monthly reimbursement may be adjusted at the sole discretion of the Board. Mr. Clough will maintain insurance coverage for his vehicle at the following minimum limits: \$250,000 / \$500,000. The District will also maintain excess insurance coverage for Mr. Clough's vehicle for its use during the course and scope of performing services as General Manager. Mr. Clough may, on occasion, use a District vehicle, if necessary or appropriate to the circumstances.

- (c) District Allowance: Mr. Clough may submit requests for reimbursement of up to \$2,000.00 each calendar year for professional development costs and expenses. Such expenditures may be related to any purpose that encourages Mr. Clough's personal growth and development, including but not limited to education expenses, activities for professional development, activities for wellness, and membership in organizations not paid for by the District. Unspent District allowance funds do not accumulate or carry over from year to year. All requests for reimbursement should be submitted in time to be processed as part of the final paycheck for each calendar year. The Employer will provide notice to Mr. Clough of the submission deadline each year.

(5) **Termination, Resignation, Severance.**

- (a) Termination Without Cause. In the event Mr. Clough's employment hereunder is terminated by the Board, without cause during such time that Mr. Clough is willing and able to perform his duties under this Agreement, the District agrees to pay Mr. Clough a lump sum cash payment equal to three weeks aggregate salary for each year of employment as General Manager, up to a maximum of six months, upon his signing of a written release and waiver agreement. Mr. Clough's acceptance of such severance payment will constitute a full and complete waiver of any and all claim(s) which were known or reasonably should have been known by Mr. Clough arising under this Agreement. Termination as a result of the hiring of a new General Manager is considered without cause for the purpose of this provision.
- (b) Timing of Termination Without Cause. The District has the right to terminate Mr. Clough's at-will employment at any time, including immediately without notice and without cause.
- (c) Termination With Cause. In the event Mr. Clough is terminated due to the willful breach or neglect of the duties he is required to perform pursuant to this Agreement, or in the event Mr. Clough commits any criminal act, or commits such act or acts of dishonesty, fraud, misrepresentation or moral turpitude as would prevent the effective performance of his duties, then, in that event, the District shall have no obligation to pay the severance payment set forth in paragraph 5(a). Mr. Clough shall only be entitled to any unpaid compensation due to him as a matter of law, including the unused balance of any Vacation Leave.
- (d) Timing of Termination With Cause. The District has the right to terminate Mr. Clough's at-will employment at any time, including immediately without notice, for cause.
- (e) Resignation. In the event Mr. Clough resigns his position with the District, Mr. Clough shall give the District forty-five (45) calendar days' written notice in advance, unless the Parties otherwise agree.

- (f) Benefits. Subject to applicable law, all health and other benefits set forth in this Agreement will cease on the day of termination of this Agreement by either Party or on the expiration of this Agreement.

(6) **Confidential Information.**

In the performance of his duties, Mr. Clough will obtain confidential information of the District. Mr. Clough shall not directly or indirectly disclose or use at any time during the term of his employment by the District or after, any confidential District information unless such disclosure is authorized by the Board President in writing.

(7) **District's Personnel and Salary Policy.**

The terms and conditions of employment will be governed by this Agreement and all provisions of the District's Unrepresented Employees Terms and Conditions, as amended from time to time, the District's Employee Handbook, as amended from time to time. If any provisions of the District's Unrepresented Employees Terms and Conditions or the District's Personnel Manual conflict with a provision in this Agreement, the provision in this Agreement will control.

(8) **Other Terms and Conditions of Employment.**

The Board of Directors shall fix any other terms and conditions of employment as it may determine from time to time, relating the performance of the General Manager, provided such terms and conditions are not inconsistent with the provisions of this Agreement or law.

(9) **Waiver.**

Either Party may specifically and expressly waive, in writing, compliance by the other Party with any term, condition or requirements set forth in this Agreement. Either Party may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement. Any single waiver will not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement unless a specific statement to the contrary is contained within that waiver. The waiving Party may, at any time thereafter, require further compliance by the other Party with the requirements or provisions of this Agreement that have been so waived. No waiver or consent will be implied from the silence or from the failure of any Party to act, except as otherwise specified in this Agreement.

(10) **Notices.**

Any notice, request, demand, consent, or approval or other communication required under this Agreement must be sent by U.S. mail to the following addresses, with a courtesy copy by email:

To District: West County Wastewater  
2910 Hilltop Drive  
Richmond, CA 94806  
Attn: Board President  
Email: *on file with the District*

Copy to: Hanson Bridgett, LLP  
Attn: Nicole Witt, Esq.  
1676 N. California Blvd., Suite 620  
Walnut Creek, CA 94596  
Email: NWitt@hansonbridgett.com

To Mr. Clough: Andrew Clough  
*address on file with the District*  
Email: AClough@wcwd.org

(11) **Jurisdiction.**

This Agreement is governed by California law.

(12) **Amendments.**

No addition to or modification of any provision of this Agreement will be effective unless set forth in a writing signed by both Parties.

(13) **Mutual Agreement To Arbitrate All Disputes and Claims.**

The Parties shall arbitrate any and all disputes and claims arising out of this Agreement that cannot be resolved informally pursuant to Cal. Code Civ. Proc. §§ 1280–1294.2 and only to the extent permitted by law. All rights, statutes of limitations and remedies afforded the Parties in a civil forum, except a trial by jury, are available in Arbitration.

(14) **Interpretation.**

If a dispute arises between the Parties regarding this Agreement, it will be interpreted according to the Agreement's plain meaning, and no presumption will arise concerning the drafter of any particular provision.

(15) **Severability.**

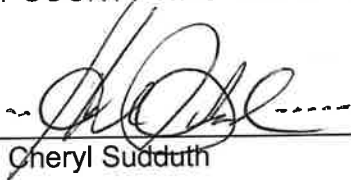
If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, and each term and provision of this Agreement will be valid and enforceable to the fullest extent provided by law.

The Parties are signing this Agreement to be effective as of the Effective Date.

WEST COUNTY WASTEWATER DISTRICT

ANDREW CLOUGH

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

  
Cheryl Sudduth  
Board President

  
Andrew Clough

## ATTACHMENT "A"

### **West County Wastewater District General Manager Duties**

**JOB SUMMARY:** Under the direction of the Board of Directors, the General Manager organizes, controls and directs the overall activities of the District, acts as liaison with the Board of Directors, administers all functions of the District through management staff, and represents and advocates for the District in the community and at local, county and state governmental entities.

#### **SPECIFIC DUTIES AND RESPONSIBILITIES:**

- Prepares or supervises the preparation of proposed District policy and recommends such policy for action of the Board of Directors.
- Ensures that the Board of Directors is informed of major activities of the District and the extent to which objectives are being met; discusses possible agenda items with the Board and management staff; determines items to be presented; reviews agenda and items to be presented prior to meetings.
- Implements policy or procedural decisions of the Board; provides for adequate guidelines for management to implement new or revised policies or procedures.
- Prepares, in conjunction with management staff, and recommends overall District plans, budgets, operating philosophies, and objectives.
- Seeks counsel of the Board of Directors, individually or collectively, on difficult decisions or issues.
- Coordinates efforts of the District's general counsel in the presentation and resolution of matters requiring legal attention and informs Board of litigation and/or potential liability.
- Provides for a well-staffed, motivated, and efficient organization.
- Makes decisions on critical issues within the framework of established policy or guidelines of the Board of Directors; establishes priorities where conflicts or schedules require.
- Prepares, or supervises the preparation of, objectives for each department; establishes organizational controls and measures performance against approved objectives.
- Reviews financial, operations, engineering, and other reports periodically; identifies trends; presents and highlights results to the Board.
- Encourages cooperative efforts of District staff; develops subordinates through delegation of authority, monitoring performance, and providing feedback and counseling to key personnel.

- Monitors and reviews expenditures through budgets and other guidelines; identifies and resolves questions regarding variances from expected expenditure levels.
- Evaluates personnel needs of the District and skill levels required in key management staff; makes recommendations to Board for selection of management personnel.
- Selects, or reviews the selection of, consultants; approves capital expenditures within established authorization limits.
- Represents the District to outside interest groups and special water or sanitation agencies; represents the District in appearances before legislative bodies and regulatory agencies. At District expense, and subject to the provisions and restrictions of the District's applicable policies, the General Manager is authorized to attend and represent the District at professional association conferences presented by the California Association of Sanitation Agencies (CASA) and California Special District Association (CSDA) and other conferences or trainings approved in advance by the Board.
- Communicates and interfaces with general managers of other districts; negotiates agreements with other districts at the local, regional, or state levels.
- Provides for a community image consistent with the District's values.
- Performs other special projects or studies as required.