

Karla
182107

Exhibit A- FISCAL AGENT AGREEMENT

BETWEEN METROPOLITAN WATER DISTRICT AND WATER UTILITY CLIMATE ALLIANCE MEMBERS

This Fiscal Agent Agreement (Agreement) is entered into between the Metropolitan Water District of Southern California, a public agency of the State of California ("Metropolitan"), and the governmental entities including Metropolitan that are members of the Water Utility Climate Alliance (WUCA) and signatories hereto ("WUCA Members"), for Metropolitan to collect and manage funds contributed by the WUCA Members to fund WUCA work efforts.

Recitals

WHEREAS, WUCA is a coalition of public water agencies formed to: improve and expand climate change research so water managers can consider the potential implications climatic changes may have on water resource planning; promote and collaborate in the development of adaptation strategies and tools to reduce the impacts of rising temperature and changes in precipitation patterns on our infrastructure and water supplies; and identify and reduce greenhouse gas emissions resulting from the operations of WUCA member agencies.

WHEREAS, WUCA members have agreed to contribute funds to finance WUCA-approved expenditures in these areas ("WUCA Funds");

WHEREAS, WUCA has determined that designating Metropolitan as the financial administrator to collect and manage the WUCA Funds is an effective method for funding WUCA work efforts;

WHEREAS, Metropolitan is willing to act as the financial administrator for the WUCA Funds as described in this Agreement; and

WHEREAS, Metropolitan and the other WUCA Members desire to enter into this agreement to contribute the WUCA Funds and to designate Metropolitan as the financial administrator for the WUCA Funds.

Agreement

NOW THEREFORE, in consideration of the mutual promises set forth herein, Metropolitan and the WUCA Members agree as follows:

1. Term. This Agreement shall be effective on June 30, 2008, and shall remain effective until termination by mutual agreement of all the parties. Should a WUCA member execute this Agreement after June 30, 2008, the Agreement shall be effective as to that WUCA Member upon its date of execution.
2. Severability. Any Member may unilaterally terminate its participation upon provision of written notice to WUCA. Should any WUCA member decide to terminate its participation in the Agreement, the Agreement shall remain intact among remaining parties.

3. Deposit of Funds. Metropolitan shall create an interest-bearing WUCA Funds Account and place any funds received, along with Metropolitan's contribution, in said account. All contributions to the fund shall be sent to:

The Metropolitan Water District of Southern California
P.O. Box 54153
Los Angeles, CA 90054-0153
Attn: Accounts Receivable

4. Use of and Disbursement of WUCA Funds. The WUCA Funds shall be used to fund approved WUCA work efforts (as per the approval process described in section 6). Individual work efforts will be managed by individual WUCA Members, who will contract for and administer any required outside services to be funded by the WUCA Funds following approval by the Management Team. Metropolitan shall disburse WUCA Funds from the WUCA Funds Account to vendors as authorized and directed the WUCA Management Team and the WUCA Chairperson, as described below:

The contracting WUCA member shall send the contract information to the WUCA Chairperson who will authorize payment of the invoices of that contract in a letter to all WUCA members. As each invoice is received by the contracting WUCA member, the contracting WUCA member shall submit the invoice to the WUCA Management Team for approval before forwarding the invoice to Metropolitan for disbursement of funds.

The WUCA Funds shall also be used to reimburse Metropolitan for all reasonable costs including labor and overhead incurred in administering the WUCA Funds Account. In the event any WUCA Funds are remaining in the WUCA Funds Account upon termination of this Agreement, the remaining funds shall be allocated and refunded to the each of the WUCA Members in an amount proportionate to their contributions to the total of the WUCA Funds.

5. Accounting and Audit. Metropolitan shall maintain careful, accurate and complete records of all receipts and disbursements made to support WUCA work efforts and the calculation of Metropolitan's labor and overhead costs. Metropolitan shall prepare quarterly, or upon request of the WUCA Management Team, accounting of the WUCA Funds Account showing account activity and balances to date. At member's expense, any WUCA member or its agents may conduct audits of Metropolitan during the term of this Agreement for the purpose of tracking use of member-contributed WUCA Funds from the WUCA Funds Account. Metropolitan agrees to cooperate with WUCA members in connection with any such audit.

6. Management. A WUCA Management Team shall be established consisting of one representative of each WUCA Member, including Metropolitan. The WUCA Management Team shall approve the budget, schedules, and activities concerning the use of the WUCA Funds, and except upon Agreement termination, shall be the sole entity to authorize Metropolitan to disburse WUCA Funds. The WUCA Management Committee shall reach all funding decisions by consensus.

7. Notices: Any notice or communication given under this Agreement shall be addressed to the parties as follows:

City and County of Denver, acting by and through its Board of Water Commissioners ("Denver Water")
1600 W. 12th Ave.
Denver, CO 80204-3412
Hamlet J. Barry III, Manager

New York Department of Environmental Protection
59-17 Junction Boulevard, 13th Floor
Flushing, NY 11373
Emily Lloyd, Commissioner

Metropolitan Water District of Southern California
700 North Alameda Street
Los Angeles, CA 90012-2944
Jeff Kightlinger, General Manager

Portland Water Bureau
1120 SW Fifth Avenue, Rm. 600
Portland, OR 97204
David Shaff, Administrator

San Francisco Public Utilities Commission
1155 Market Street, 11th Floor
San Francisco, CA 94103
Ed Harrington, General Manager and WUCA Chair

San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123
Maureen Stapleton, General Manager

Seattle Public Utilities
700 Fifth Avenue, Suite 4900
PO Box 34018
Seattle, WA 98124-4018
Chuck Clarke, Director

Southern Nevada Water Authority
P.O. Box 99956
Las Vegas, NV 89193-9956
Patricia Mulroy, General Manager

8. **Indemnification.** Each WUCA Member shall defend, indemnify and hold harmless Metropolitan, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions resulting from that Member's own performance under this Agreement. Nothing herein shall constitute a waiver of any benefits or protections available to each Member based on their status as a governmental entity.

Metropolitan shall defend, indemnify and hold harmless each WUCA Member, its governing body, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions resulting from the performance of Metropolitan as the designated Fiscal Agent under this Agreement.

9. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws.

10. Counterparts. This Agreement may be executed in counterparts.

CITY OF PORTLAND

Commissioner Randy Leonard

Date

David G. Shaff

David G. Shaff

Administrator, Portland Water Bureau

07.25.2008

Date **APPROVED AS TO FORM**

Approved as to form:

Paula Henry
CITY ATTORNEY *PH*

City Attorney

7.24.08

Date