

185887

Exhibit A

FIRST AMENDED AND RESTATED AGREEMENT BETWEEN

**METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
AND
WATER UTILITY CLIMATE ALLIANCE**

AGREEMENT NUMBER

97510

Explanatory Recitals.....	2
Terms of Agreement.....	3
1. Scope of Fiscal Administration	3
2. Term and Termination	5
3. Severability	6
4. Fiscal Administrator	6
5. Indemnity	6
6. Audit	7
7. Notices	7
8. Jurisdiction and Venue	9
9. Entire Agreement.....	9
10. Counterparts.....	10
Signature Pages.....	Error! Bookmark not defined. -19
Exhibit A: Original Fiscal Agent Agreement	A1
Exhibit B: Bylaws.....	B1
Exhibit C: New Member Signatory	C1
Exhibit D: Contract Approval Form	D1
Exhibit E: Invoice Approval Form	E1

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
FIRST AMENDED AND RESTATED AGREEMENT NO. 97510
FOR FISCAL ADMINISTRATION

This First Amended and Restated Agreement is between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA ("Metropolitan" or "Fiscal Agent"), a public agency of the State of California, organized and existing under the Metropolitan Water District Act of the State of California and the governmental entities, including Metropolitan, that are members of the WATER UTILITY CLIMATE ALLIANCE ("WUCA"). This First Amended and Restated Agreement replaces in its entirety the original FISCAL AGENT AGREEMENT BETWEEN METROPOLITAN WATER DISTRICT AND WATER UTILITY CLIMATE ALLIANCE MEMBERS, shown in Exhibit A.

Explanatory Recitals

1. Metropolitan is a public agency of the State of California engaged in transporting, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino, and Ventura, within the State of California.
2. WUCA is an association of water utility agencies formed with a mission to "provide leadership in assessing and adapting to the potential effects of climate change through collaborative action, enhance the usefulness of climate science for the adaptation community, and improve water management decision-making in the face of climate uncertainty."
3. The WUCA member water agencies have agreed to contribute funds to finance WUCA-approved expenditures toward this mission ("WUCA Funds").
4. 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.
5. Metropolitan and the other agency members of WUCA are set forth in the Notice article of this First Amended and Restated Agreement ("Agreement").

6. Metropolitan and the other WUCA members desire to enter into this Agreement to contribute the WUCA Funds and to designate Metropolitan as the Fiscal Agent for the WUCA Funds retained according to the terms set forth hereinafter.

Terms of Agreement

1. Scope of Fiscal Administration

a. Deposit of Funds

Metropolitan has established an interest-bearing WUCA Funds account (Account) and will place all funds received, along with Metropolitan's contributions, in the Account.

i. Accrual of Interest

All interest earned by WUCA Funds in the Account shall be accrued monthly to the Account and will not be distributed back out to the WUCA member agencies individually, except as specified in Section 1.c.ii. of this Agreement. Interest will accrue monthly and be quarterly allocated for use by WUCA members in proportion to the amount of WUCA Funds they have in the Account at the time the interest is allocated.

ii. Contributions

All contributions from member agencies must be received within 60 days of receipt of an undisputed invoice sent by WUCA. However, the Fiscal Administrator specified in Section 4 herein, for reasonable cause and at the Fiscal Administrator's sole discretion, may agree, in writing, to delay or defer the contribution obligation of a member agency; all members will be informed in writing of any such deferral. All contributions to the fund shall be sent to the following address:

The Metropolitan Water District of Southern California

P.O. Box 54153

Los Angeles, CA 90054-0153

Attn: Lisa McPhee

Although not required, to facilitate timely processing of checks, please include with checks a remittance document or memo that includes the following information:

Project: 701764

Expenditure: 2113042

Agreement: 97510

b. Billings and Payments

The WUCA Funds shall be used for approved WUCA work efforts, as specified in Article V of the WUCA Bylaws, hereafter referred to as Bylaws, as amended from time to time. The current Bylaws are attached to this Agreement as Exhibit B, and are hereby incorporated into this Agreement. Any amendments to the Bylaws will be automatically incorporated into this Agreement, and this Agreement does not have to be amended to reflect Bylaw amendments.

i. Invoice Payments

Any payments made from the Account shall require an invoice approved by the Project Manager of the Work Plan item for which invoiced costs are incurred. The Project Manager shall sign and authorize the invoice to be true and correct to the best of his/her knowledge and submit the invoice for payment to the Fiscal Administrator designated in Section 4 of this Agreement.

c. Disbursement upon Termination

i. Disbursement of Funds upon Termination

Should any WUCA member agency unilaterally terminate its participation according to the Bylaws, any funds deposited by that WUCA Member will be refunded back to the terminating WUCA Member, less any funds that have already been allocated, spent, or obligated. Obligations or allocations could include, but are not limited to, those funds budgeted for implementation of items in the annual work plan or approved for expenditure as allowed in the Bylaws attached as Exhibit B. In the event

of termination of this Agreement by all parties, any WUCA Funds remaining in the Account shall be refunded back to the WUCA member agency from whom they originated, less funds that have already been allocated, spent, or obligated. Obligations or allocations could include, but are not limited to, those funds budgeted an approved annual work plan.

ii. Disbursement of Interest upon Termination

Should any WUCA Member unilaterally terminate its participation according to the Bylaws, any interest amount allocated for use by that WUCA Member will be refunded back to the terminating WUCA member, less any funds that have been allocated, spent, or obligated at the time when written notice of termination is received by Executive Chair and Executive Vice Chair. In the event of termination of this Agreement by all parties, after all outstanding obligations have been paid, any unspent interest shall be allocated and reimbursed to WUCA Members in proportion to the amount of WUCA Funds they have in the Account on the date of termination specified by the Executive Chair in a letter to the Fiscal Administrator.

d. Administrative Fees

The WUCA Funds shall also be used to reimburse Metropolitan for all reasonable costs, including labor and overhead incurred, in administering the Account. These costs shall be incurred equally among all members, as of the date the WUCA Project Manager receives an invoice.

2. Term and Termination

This Agreement shall be effective on January 1, 2012, and shall remain effective until termination by mutual agreement of all WUCA member agencies. Should a WUCA Member execute this Agreement after January 1, 2012, the Agreement shall be effective as to that WUCA Member upon its date of execution. Any WUCA Member

may unilaterally terminate its participation according to procedures specified in Bylaws Article II.

3. Severability

Should any WUCA Member decide to terminate its participation in the Agreement, the Agreement shall remain intact among remaining parties. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

4. Fiscal Administrator

- a. In performing services under this Agreement, WUCA shall coordinate all contact with Metropolitan through its Fiscal Administrator. For purposes of this Agreement, Metropolitan designates Ms. Lisa McPhee as the Fiscal Administrator. Metropolitan reserves the right to designate a different Fiscal Administrator at any time, upon written email notice to all members, which notice shall be no less than thirty (30) days prior to the new Fiscal Administrator's assumption of duties. Notwithstanding the foregoing, Metropolitan as Fiscal Agent, shall be primarily responsible for the actions and responsibilities of any Fiscal Administrator designated under this Agreement. Subsequent to this written notice of a change of Fiscal Administrator, all contributions as designated in this Agreement, Section 1.a.ii. shall be sent to the new Fiscal Administrator.
- b. The acceptability of documentation provided for compliance with this Agreement shall be determined by Metropolitan's Fiscal Administrator. To the extent not otherwise established herein, Metropolitan's Fiscal Administrator will establish procedures necessary to ensure compliance with this Agreement.

5. Indemnity

- a. To the extent allowed by law, 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.

- b. 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.

6. Audit

- a. Metropolitan shall maintain 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.
- b. Metropolitan shall prepare quarterly, or upon request of WUCA Members, accounting of the Account showing account activity and balances to date.
- c. At WUCA 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 Account.
Metropolitan agrees to cooperate with WUCA Members in connection with any such audit.

7. Notices

Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties as follows:

Agreement Administrator
Metropolitan Water District

WUCA Members
Central Arizona Project

of Southern California
 Post Office Box 54153
 Los Angeles, CA 90054-0153
 Attention: Lisa McPhee

23636 N. 7th St.
 Phoenix, AZ 85080
 David Modeer, General Manager

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

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

New York City Department of
 Environmental Protection
 59-17 Junction Boulevard, 13th Floor
 Flushing, NY 11373
 Carter Strickland, Jr., Commissioner

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

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
 Ray Hoffman, Director

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

Tampa Bay Water
2575 Enterprise Road
Clearwater, FL 33763
Gerald J. Seeber, General Manager

Any WUCA Member may change the address to which notice or communication is to be sent by providing advance written notice to the Fiscal Administrator.

Metropolitan, acting through the designated Fiscal Administrator, may change the address to which notice or communication is to be sent by providing advance written notice to all WUCA Members.

8. 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. All parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Los Angeles County, California.

9. Entire Agreement

- a. This writing contains the entire agreement of the parties relating to the subject matter hereof; and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto, with the exception of Exhibit B: Bylaws, which may be amended from time to time as specified in Article IX, Section 3, without amendment of this Agreement.
- b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Fiscal Administrator may issue a written non-material modification to the Scope

of Fiscal Administration, if this modification will not require a change to any other term of this Agreement.

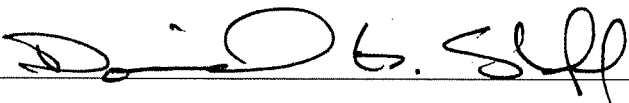
10. Counterparts

This Agreement may be executed in counterparts. All member agencies must sign this Agreement for it to take effect. Any future WUCA members must also sign this Agreement as a condition to becoming a WUCA member. The addition of new members will not affect the Agreement between the current WUCA members

CITY OF PORTLAND

Commissioner Steve Novick

Date



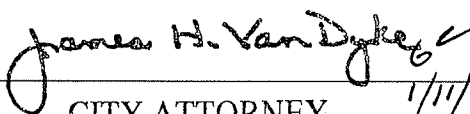
David G. Shaff

Administrator, Portland Water Bureau

01.23.2013
Date

Approved as to form:

APPROVED AS TO FORM


CITY ATTORNEY 1/11/13

City Attorney

Date

By

Auditor

Exhibit A: Original Fiscal Agent Agreement**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 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.

1888881

185887

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.

Exhibit B: Bylaws**BYLAWS OF THE WATER UTILITY CLIMATE ALLIANCE****ARTICLE I.****MISSION STATEMENT**

The Water Utility Climate Alliance (WUCA) provides leadership in assessing and adapting to the potential effects of climate change through collaborative action. We seek to enhance the usefulness of climate science for the adaptation community and improve water management decisionmaking in the face of climate uncertainty.

ARTICLE II.**MEMBERSHIP**

- Section 1. *Membership.* Membership consists of water utility agencies, represented by their General Manager (or equivalent) and designated staff. Unless otherwise specified, designated staff may serve as a voting representative of that member.
- Section 2. *New Members.* Membership is open to any interested water utility that is willing and able to contribute funds and staff time, by unanimous approval by all General Manager (or equivalent) member representatives.
- Section 3. *Termination of Membership.* Any member may voluntarily and unilaterally choose to terminate membership upon written notice to the Executive Chair and Executive Vice Chair.

ARTICLE III.**VOTING**

- Section 1. *Rights.* For those procedures specified in these bylaws, each member holds one vote, regardless of the number of representatives.
- Section 2. *Methods.* Approved methods of voting are verbal, point system ballot, and written ballot via fax, mail, or electronic mail. Unless otherwise specified in the bylaws, all votes shall be carried by a simple majority of entire membership.

ARTICLE IV.**MEMBERSHIP MEETINGS AND COMMITTEES**

- Section 1. *Participation.* Any or all members may participate in a meeting or committee by means of conference telephone or by any means by which all persons participating in

the meeting are able to communicate with one another, and such participation shall constitute presence in person at the meeting.

- Section 2. *Regular Meetings.* Regular meetings shall be held as needed.
- Section 3. *Annual Meetings.* A minimum of one regular meeting of the membership shall be held annually (during the calendar year) to approve budget and work plan items for the subsequent year, elect officers, and appoint officers.
- Section 4. *Annual Meeting Attendance.* A majority of the General Manager (or equivalent) agency representatives and at least one staff representative from each membership agency shall be present at the annual meeting.
- Section 5. *Committees.* Committees shall be established by Chair as the need arises.

ARTICLE V.

WORK PLAN AND BUDGET

- Section 1. *Frequency.* Outline of anticipated work items and associated budget shall be prepared annually.
- Section 2. *Approval.* Annual work plan must be approved unanimously by membership and signed by each General Manager (or equivalent) representative.
- Section 3. *Development.* The Chair or Chair Vice Chair will lead and coordinate development of work plan and budget, as specified in Article VIII.
- Section 4. *Unbudgeted Costs.* Should the need for any unbudgeted costs arise, written approval of all General Managers will be required prior to incurring any expenses or procuring services.
- Section 5. *Budget Funding.* All members shall pay equal parts of the approved annual budget upon approval of budget.

ARTICLE VI.

CONTRACTS AND FISCAL PROCEDURES

- Section 1. *Contracts.* Any contracts to carry out work plan items will be managed by individual members, who will contract for and administer any required outside services to be funded by the WUCA Funds.

Section 2. *Contract Approval.* Any contracts to carry out approved and budgeted work plan items will be approved by Chair, Vice Chair, and Project Manager of the work plan item for which that contract addresses. See Exhibit D: Contract Approval Form.

Section 3. *Fiscal Procedures.* All checks, invoices, deposits or other fiscal matters shall be handled as specified in the Fiscal Administration Agreement, including any amendments thereto. These bylaws shall be construed in accordance with the Fiscal Administration Agreement, including any amendments thereto, and, in the event of any conflict or ambiguity, the Fiscal Administration Agreement, including any amendments thereto, shall rule.

ARTICLE VII.

OFFICERS

Section 1. *Elected Officers.* The elected officers of WUCA shall consist of a Chair and Vice Chair. These officers shall be staff representatives from a member agency. Election of these officers constitutes a by-proxy election of the Executive Chair and Executive Vice Chair, as the Executive Chair and Executive Vice Chair are the General Manager (or equivalent) representatives from the same WUCA member as the Chair and Vice Chair, respectively. The offices of Chair and Vice Chair may not be held by the same person.

Section 2. *Appointed Officers.* Chair and Vice Chair shall appoint Project Managers and/or Committee Chairs, as needed. Any two or more offices may be held by the same person.

Section 3. *Term of Office.* Appointed officers shall serve a one year-term. Elected Officers shall serve a two-year term, with the Executive Vice Chair and Vice Chair succeeding the Executive Chair and Chair, respectively, following a ratification vote of two-thirds.

Section 4. *Confirmation of Candidacy for Elected Officers.* To qualify as a candidate for elected office, the General Manager (or equivalent) representative of a WUCA member agency must submit to the outgoing chair a confirmation of candidacy for his/her staff, no later than two weeks before the annual meeting. The outgoing Vice Chair does not need a confirmation to run for Chair. Any staff person may be a candidate for multiple elected offices.

Section 5. *Election Procedures.* Elected officers shall be elected at the annual conference from confirmed candidates by two-thirds approval of membership. If an election occurs in which both Chair and Vice Chair must be chosen, the election of the Chair shall be held first. If more than two candidates are running, if no candidate achieves two-thirds approval, the candidate receiving the lowest number of votes shall be eliminated in each voting round until one candidate achieves two-thirds approval or only two candidates remain. A new vote is taken with remaining two candidates. In the event of a tie or a failure to achieve two-thirds approval, one additional round of voting is taken. If the last round of voting results in a tie, a coin-flip shall eliminate one candidate. If the last round of voting fails to achieve two-thirds majority approval, the lower vote-getter is eliminated. The remaining candidate is subject a two-thirds approval vote. If the remaining candidate is not approved, nominations are re-opened and voting

procedures begin again. Votes are counted by the outgoing Chair, or his/her appointee.

- Section 6. *Ratification Procedures for Chair.* The Vice Chair shall be ratified as Chair by a two-thirds vote of membership at the annual meeting.
- Section 7. *Removal of Officers.* Any officer may be removed from office by unanimous approval from all members, less that which the officer represents. Upon removal of an officer, a new officer shall be elected or appointed, in accordance with these Bylaws.
- Section 8. *Vacancies.* Should an officer resign, vacate, step down, be removed, or should the Vice Chair fail to be ratified as Chair, a new officer shall be elected or appointed at the next regular meeting.

ARTICLE VIII.

DUTIES OF OFFICERS

- Section 1. *Executive Chair.* The Executive Chair will be a General Manager (or equivalent) representative from a member agency. The Executive Chair shall be elected in conjunction with the Chair. The Executive Chair shall be the principal officer and shall in general represent and act on behalf of WUCA.
- (a) Preside over annual meeting
 - (b) Sign any letters, comments, press releases, or similar items on behalf of WUCA, with prior approval from all members
- Section 2. *Chair.* The Chair will be a staff representative from the same member agency as the Executive Chair. Duties of the Chair shall be
- (a) Schedule and coordinate regular meetings
 - (b) Create and conduct an agenda for all regular meetings, and may enforce or waive formalities of such an agenda
 - (c) Send email follow-up summaries of regular meetings
 - (d) Sign Contract Approval Form, with Project Manager and Vice Chair, to approve that all contracts for work are consistent with approved work plan and budget
 - (e) With Vice Chair, appoint Project Managers and Committee Chairs, as needed
 - (f) In the first year of the term, lead the annual work plan and budget development process, including recruiting a team and developing a timeline for completion
 - (g) In the second year of the term, support Vice Chair annual work plan development process
- Section 3. *Executive Vice Chair.* The Executive Vice Chair will be a General Manager (or equivalent) representative from a member agency. He/she shall serve in conjunction with the Vice Chair. The Executive Vice Chair shall perform the duties of the Executive Chair in the absence of that officer.
- Section 4. *Vice Chair.* The Executive Vice Chair will be a staff representative from the same member agency as the Vice Chair. After his/her term, or in the event that the Chair vacates, the Vice Chair will succeed the Chair, in conjunction with the Vice Chair, subject to two-thirds ratification and voting guidelines specified in Article VII Section. The Vice Chair shall perform the duties of the Chair in the absence of that officer. Other duties of the Vice Chair shall be
- (a) With Chair, appoint Project Managers and Committee Chairs, as needed

- (b) In the second year of the term, lead the annual work plan and budget development process, including recruiting a team and developing a timeline for completion
- (c) Sign Contract Approval Form, with Project Manager and Chair, to approve that all contracts for work are consistent with approved work plan and budget

Section 5. *Committee Chair.* Committee Chairs will be appointed as needed and will serve to carry out the objective of the committee.

Section 6. *Project Manager.* Chair and Vice Chair will annually appoint Project Managers for each approved annual work plan item and notify all members by email. Should there be any substitution or change of Project Managers, Chair will notify all members by email. Duties of Project Managers shall be

- (a) Provide leadership and guidance on work plan items associated with project
- (b) Track and maintain project work within approved budget and timeline, if any
- (c) Fill out Contract Approval Form, obtain signatures from Chair and Vice Chair, and submit to Fiscal Agent prior to entering into any contract for work plan items
- (d) Sign all invoices for work plan items and submit to Fiscal Agent for payment
- (e) Report on status of project on monthly calls and provide any supplemental material to Chair prior to call for inclusion in agenda email
- (f) Recruit/select project team, as required
- (g) Delegate work assignments to team, as required

Section 7. *Fiscal Administrator.* The Fiscal Administrator is designated in the Fiscal Administration Agreement and is responsible for maintaining compliance with and fulfilling duties as required by the Fiscal Administration Agreement.

ARTICLE IX.

GENERAL PROVISIONS

Section 1. *Calendar Year.* Unless specified, all business will be conducted on a calendar year basis.

Section 2. *Indemnification.* Any person who at any time serves or has served as a director, officer, employee or agent of WUCA, shall have a right to be indemnified to the fullest extent permitted by law against (a) reasonable expenses, including attorneys' fees, actually and necessarily incurred by him/her in connection with any threatened pending or completed action, suit, or proceedings, whether civil, criminal, administrative, or investigative, and whether or not brought by or on behalf of WUCA, seeking to hold him/her liable by reason of the fact that he/she is or was acting in such capacity, and (b) reasonable payments made by him/her in satisfaction of any judgment, money decree, fine, penalty or settlement for which he/she may have become liable in any such action, suit, or proceeding.

Any person who at any time after the adoption of this bylaw serves or has served in any of the aforesaid capacities for or on behalf of WUCA shall be deemed to be doing or to

have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this bylaw.

Section 3.

Amendments. Except as otherwise provided herein, these bylaws may be amended or repealed and new bylaws may be adopted by the affirmative unanimous vote by each member at any regular meeting. These bylaws shall be reviewed at the annual meeting.

Exhibit C: New Member Signatory**FIRST AMENDED AND RESTATED AGREEMENT FOR FISCAL ADMINISTRATION****ADDENDUM**

Per Section 10 of the FIRST AMENDED AND RESTATED AGREEMENT FOR FISCAL ADMINISTRATION BETWEEN METROPOLITAN WATER DISTRICT AND WATER UTILITY CLIMATE ALLIANCE, the following constitutes a valid counterpart execution of the First Amended and Restated Agreement for Fiscal Administration.

IN WITNESS WHEREOF, the parties have executed and entered into this First Amended and Restated Agreement as of the date last written below. Notices should be addressed to these parties, as additions to Section 7 of the First Amended and Restated Agreement for Fiscal Administration.

Agency _____

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Address _____

By _____

By _____

Jeffrey Kightlinger
General Manager

print name

Title _____

Date _____

Date _____

APPROVED AS TO FORM:

By _____

By _____

Marcia Scully
Interim General Counsel

print name

Title _____

Date _____

Date _____

988281

185887

Exhibit D: Contract Approval Form

CONTRACT APPROVAL

WORK PLAN ITEM

--

DESCRIPTION OF SERVICES	DATES	COST
TOTAL CONTRACT COST		

CONTRACTOR	PHONE	ADDRESS

CONTRACTING WUCA AGENCY	POINT OF CONTACT

APPROVALS

PROJECT MANAGER		
CHAIR		
VICE CHAIR		

ATTACHMENTS:

788281

185887

Exhibit E: Invoice Approval Form



INVOICE

WORK PLAN ITEM

--

PARTY REQUESTING PAYMENT

ADDRESS

PHONE

--	--	--

ITEMIZED EXPENSES

DESCRIPTION	DATE	COST
TOTAL REIMBURSEMENT REQUEST		

APPROVALS

PROJECT MANAGER		
-----------------	--	--

ATTACHMENTS: