



AGREEMENT BETWEEN

**METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
AND
SUSTAINABLE STRATEGIES, LLC**

AGREEMENT NUMBER

179094

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THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AGREEMENT NO. 179094

FOR WATER POLICY CONSULTING SERVICES

This Agreement is between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public agency of the State of California, organized and existing under The Metropolitan Water District Act of the State of California, hereinafter referred to as Metropolitan, and SUSTAINABLE STRATEGIES, LLC, hereinafter referred to as Consultant.

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. Metropolitan requires the services of Consultant to advise Metropolitan on water policy issues related to national, regional, and local issues.
3. Metropolitan does not guarantee that the services stated in the scope of work will be required for the entire duration of the agreement.
4. Metropolitan desires to retain Consultant, and Consultant desires to perform the services required by Metropolitan according to the terms set forth hereinafter.

Terms of Agreement

1. Scope of Work

Metropolitan hereby engages Consultant to advise on water policy related to national, regional and local issues; review federal legislation related to California and the West; provide strategic review and advice regarding federal policies related to water supply, environmental and endangered species, water quality, climate change and other federal policies that affect water supply; work with Metropolitan staff and its Board of Directors on

understanding and shaping future trends impacting the water industry; and other related task or assignment that Metropolitan may request and Consultant mutually agrees to carry out.

2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from **March 1, 2018** through **February 28, 2019**, subject to earlier termination pursuant to Section 26 below.

3. Agreement Administrator

a. In performing services under this Agreement, Consultant shall coordinate all contact with Metropolitan through its Agreement Administrator. For purposes of this Agreement, Metropolitan designates **Ms. Meena Westford** as the Agreement Administrator. Metropolitan reserves the right to change this designation upon written notice to Consultant.

b. The acceptability of all services performed for this Agreement shall be determined by Metropolitan's Agreement Administrator. To the extent not otherwise established herein, Metropolitan's Agreement Administrator will establish the scope of services, timetable for completion of services, and any due dates for preliminary work or reports submitted to Metropolitan.

4. Key Personnel

It is the intent of both parties to this Agreement that Consultant shall make available the professional services of **Ms. Elizabeth Patricia Mulroy**, who shall administer all work under this Agreement and shall coordinate directly with Metropolitan. Any substitution of key personnel must be approved in advance by Metropolitan's Agreement Administrator and the Agreement shall be amended to reflect the changes.

5. Independent Contractor

Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of Metropolitan.

6. Sub-consultants

a. Consultant shall be responsible to Metropolitan for all services to be performed under this Agreement. All sub-consultants and their billing rates shall be approved by the Agreement Administrator. Consultant shall be liable and accountable for any and all payments or other compensation to all sub-consultants performing services under this Agreement. Metropolitan shall not be liable for any payment or other compensation for any sub-consultants.

b. Consultant's contracts with sub-consultants shall require sub-consultant to maintain Workers' Compensation and Automobile Liability insurance as required by the State of California and include the following articles: Intellectual Property, Nonuse of Intellectual Property of Third Parties, Audit, and Equal Employment Opportunity and Affirmative Actions as set forth in this Agreement.

c. As applicable, Consultant's use of sub-consultants shall adhere to the requirements of Metropolitan's Business Outreach Program as provided herein.

7. Compensation

a. For the services performed and the costs incurred by Consultant under this Agreement, and with approval of Agreement Administrator, Metropolitan will compensate Consultant a monthly fee of \$10,000. This monthly fee shall include the all costs of the Consultant's business and non-travel expenses.

b. Where travel expenses are allowable, Consultant shall adhere to the Allowable Travel Expenses guidelines as set forth in **Exhibit A**, attached hereto.

8. Maximum Amount

The maximum amount payable under the terms of this Agreement, including expenses, will not exceed **\$140,000**. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$112,000 (80% of maximum amount allowable). Consultant shall concurrently inform the Agreement Administrator of Consultant's estimate of total expenditures required to complete its current assignments, and when the remaining work would exceed the maximum amount payable, shall await direction from the Agreement Administrator before proceeding with further work.

9. Billings and Payments

a. Consultant shall submit monthly invoices to Metropolitan's Accounts Payable Section, whose email address is AccountsPayableBusiness@mwdh2o.com, and provide a copy to the Agreement Administrator at, mwestford@mwdh2o.com. Consultant address change must be submitted in writing to Metropolitan's Professional Services Contracting Team, at AgreementAddressChange@mwdh2o.com. Without proper notification of an address change, Consultant's invoice payment may be delayed.

b. The individual listed in the agreement as Consultant's key personnel or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Consultant's invoices shall include the following information:

i. Consultant's name and mailing address, Metropolitan's project name and agreement number, the beginning and ending billing dates, the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, and cumulative total amount previously invoiced.

ii. Invoices shall itemize allowable travel expenses and include receipts for which reimbursement is sought. Attached receipts should itemize each cost and provide descriptive information so that expenses are separately identified.

c. Subject to the approval of the Agreement Administrator, Metropolitan shall make payment to Consultant 30 days after date of the invoice. Consultant's invoices submitted 90 days after completion of work, may be delayed or not paid.

10. Business Outreach Program

It is the policy of Metropolitan Water District to solicit participation in the performance of all construction, professional services, procurement contracts, supplies, and equipment procured by Metropolitan by all individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities, disabled veterans, and economically disadvantaged enterprises. In performing services under this Agreement, Consultant shall endeavor to further this policy whenever practicable.

11. Successors and Assignment

This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

12. Change in Ownership or Control

Consultant shall notify the Agreement Administrator, in writing, of any change in ownership or control of Consultant's firm or sub-consultant. Change of ownership or control of Consultant's firm will require an amendment to the Agreement.

13. Use of Materials

a. Metropolitan will make available to Consultant such materials from its files as may be required by Consultant to perform services under this Agreement. Such materials shall remain the property of Metropolitan while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall turn over to Metropolitan any property of Metropolitan in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performing the services under this Agreement.

b. Metropolitan may utilize any material prepared or utilize work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which Metropolitan deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by Metropolitan, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

14. Intellectual Property

a. All right, title and interest in all intellectual property conceived or developed in the course of Consultant's work for Metropolitan under this Agreement shall be the property of Metropolitan. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software.

b. Consultant shall not use or disclose any intellectual property conceived or developed in the course of Consultant's work for Metropolitan, except: (i) intellectual property in the public domain through no fault of Consultant, (ii) intellectual property which Consultant can prove was received by him or her from a third party owing no duty to Metropolitan, and (iii) intellectual property for which Consultant has received express, written permission from the General Counsel for Metropolitan, or from the General Counsel's designated agent, or is authorized or required to use or disclose under the terms of this Agreement.

c. Consultant shall promptly notify Metropolitan, in writing, of all intellectual property conceived or developed in the course of Consultant's work for Metropolitan under this Agreement.

d. Consultant shall assign and does hereby assign to Metropolitan all right, title and interest to intellectual property conceived or developed by Consultant in the course of Consultant's past and future work for Metropolitan.

e. Consultant shall cooperate in the execution of all documents necessary to perfect Metropolitan's right to intellectual property under this Agreement.

f. When requested by Metropolitan, or upon the completion of each work assignment or upon termination of this Agreement, Consultant shall return all documents and other tangible media containing intellectual property developed by Consultant during the course of this Agreement, including all prototypes and computer programs.

g. When requested by Metropolitan or upon termination of this Agreement Consultant shall promptly erase copies of all Metropolitan intellectual property from Consultant's computers.

15. Nonuse of Intellectual Property of Third Parties

Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold Metropolitan harmless against all claims raised against Metropolitan based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for Metropolitan, or that Metropolitan has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

16. Legal Requirements

Consultant shall secure and maintain all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

17. Guarantee and Warranty

a. Consultant guarantees and warrants that the work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable to the work. Among other things, and without waiver of Metropolitan's other rights or remedies, Metropolitan may require Consultant to re-perform any of said services which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

b. Metropolitan's representatives shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

18. Access to Metropolitan Premises

a. At least two business days in advance of any work to be performed on Metropolitan premises, Consultant shall provide to the Agreement Administrator the names of its personnel or sub-consultant personnel requiring access to Metropolitan premises, intended work locations, and durations of work. The Agreement Administrator shall provide to the Security team manager or his designee written notification listing the names of the individuals requiring access, explaining the business need for these individuals to receive the requested access, and reflecting his/her approval. Except in extraordinary circumstances, all work on Metropolitan's premises shall be scheduled during Metropolitan's normal working days and hours. Metropolitan shall make a good faith effort to accommodate Consultant's request, however, Metropolitan's operations and other conflicts may require rescheduling all or part of Consultant's work.

b. Upon Metropolitan's notice, Consultant shall bar from Metropolitan's premises any Consultant or sub-consultant employee who, in the opinion of Metropolitan, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or Metropolitan's operations.

19. Indemnity

a. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.

b. Consultant 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 to the proportionate extent arising out of, pertaining to, or related to Consultant's negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of Consultant and/or sub-consultants relating to his or her

employment status with Metropolitan and/or rights to employment benefits from Metropolitan.

20. Audit

a. Consultant shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.

b. Metropolitan will have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement during the term of this Agreement and for a period of three years following completion of services under this Agreement.

c. Upon reasonable notice from Metropolitan, Consultant shall cooperate fully with any audit of its billings conducted by Metropolitan and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

21. Equal Employment Opportunity, Affirmative Action, and Notification of Employee Rights Under the NLRA

Metropolitan is an equal opportunity employer and a federal contractor.

Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) and that these regulations are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability. The parties additionally agree that, as applicable, they will abide by the written affirmative action program requirements of 41 CFR 60-1.40, 41 CFR 60-300.40, and 41 CFR 60-741.40. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. The parties further agree that, as applicable, they will abide by the requirements of

Federal Acquisition Regulation Clauses 52.222-26 (Equal Opportunity), 52.222-35 (Equal Opportunity for Veterans), 52.222-36 (Affirmative Action for Workers with Disabilities), and 52.222-40 (Notification of Employee Rights Under the National Labor Relations Act) and that these regulations are incorporated herein by reference. Consultant agrees to submit to Metropolitan evidence of compliance with this article, as applicable, within 30 days of a request.

22. Prohibited Relationships with Sanctioned Countries and Persons

Consultant represents and warrants that both 1) Consultant, and 2) to Consultant's knowledge, its directors, officers, employees, subsidiaries and sub-consultants, are not engaged in any business transactions or other activities prohibited by any laws, regulations or executive orders relating to terrorism, trade embargoes or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), the Patriot Act, and the regulations administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Consultant is in compliance with the regulations administered by OFAC and any other Anti-Terrorism Laws, including the Executive Order and the Patriot Act. In the event of any violation of this section, Metropolitan shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.

23. Conflict of Interest and Gift Restrictions

a. Consultant represents that it has advised Metropolitan in writing prior to the date of signing of this Agreement of any known relationships with a third party, Metropolitan's Board of Directors, or employees which would (1) present a conflict of interest with the rendering of services under this Agreement, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

b. Consultant agrees not to accept any employment during the term of this Agreement from any other person, firm or corporation where such employment is a conflict of

interest or where such employment is likely to lead to a conflict of interest between Metropolitan's interest and the interests of such person, firm or corporation or any other third party. Consultant shall immediately inform Metropolitan, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest, or potential conflict of interest.

c. Consultant is hereby notified that Sections 7130 and 7131 Metropolitan's Administrative Code, the California Political Reform Act ("PRA") and regulations of the Fair Political Practices Commission ("FPPC") prohibit Metropolitan Board members, officers and employees from receiving or agreeing to receive, directly or indirectly, any compensation, reward or gift from any source except from his or her appointing authority or employer, for any action related to the conduct of Metropolitan's business, except as specifically provided in the Administrative Code Sections 7130 and 7131, the PRA and FPPC regulations. Consultant agrees not to provide any prohibited compensation, reward or gift to any Metropolitan Board member, officer or employee.

24. Release of Information

Consultant shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the Agreement Administrator. **This provision survives the termination of this Agreement.**

25. Use of Metropolitan's Name

Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which Metropolitan's name is used, or its identity implied without the Agreement Administrator's prior written approval. **This provision survives the termination of this Agreement.**

26. Termination

Metropolitan may terminate this Agreement with or without cause by providing written notice to Consultant not less than ten days prior to an effective termination date. Metropolitan's only obligation in the event of termination will be payment of fees and expenses incurred in conformity with this Agreement up to and including the effective date of termination.

27. Force Majeure Events

a. Excuse to Performance: In addition to specific provisions of the Agreement, lack of performance by any Party shall not be deemed to be a breach of this Agreement, where delays or defaults are due to acts of God, or the elements, casualty, strikes, lockouts, or other labor disturbances, acts of the public enemy, orders or inaction of any kind from the government of the United States, the State of California, or any other governmental, military or civil authority (other than Metropolitan, or another party to this Agreement), war, insurrections, riots, epidemics, landslides, lightning, droughts, floods, fires, earthquakes, civil disturbances, freight embargoes, or any other inability of any Party, whether similar or dissimilar to those enumerated or otherwise, which are not within the control of the Party claiming such inability or disability, which such Party could not have avoided by exercising due diligence and care and with respect to which such Party shall use all reasonable efforts that are practically available to it in order to correct such condition (such conditions being herein referred to as "Force Majeure Events").

b. Responding to Force Majeure Events: The Parties agree that in the event of a Force Majeure Event which substantially interferes with the implementation of this Agreement, the Parties will use their good faith efforts to negotiate an interim or permanent modification to this Agreement which responds to the Force Majeure Event and maintains the principles pursuant to which this Agreement was executed.

28. 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:

Metropolitan Water District
of Southern California
Post Office Box 54153
Los Angeles, CA 90054-0153
Attention: Ms. Meena Westford

Sustainable Strategies, LLC
14 White Dog Circle
Las Vegas, NV 89141
Attention: E. Patricia Mulroy

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

29. Severability

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.

30. 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. Both 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.

31. Waiver

No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

32. 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.

b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

33. Joint Drafting

Both parties have participated in the drafting of this Agreement.

/////

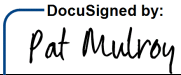
Signature Page


IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date last written below.

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

SUSTAINABLE STRATEGIES, LLC

Jeffrey Kightlinger
General Manager

By  DocuSigned by:
5229AB77A4F34D9...

By  DocuSigned by:
EE021742642F4B1...

Print name Pat Mulroy
Title Owner


Dee C. Zinke, Assistant General Manager/
Chief External Affairs Officer

Date 4/17/2018

Date 4/23/2018

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President, or any Vice President.)

APPROVED AS TO FORM:
Marcia L. Scully
General Counsel

By  DocuSigned by:
6D25A128F9C2461...
Deputy General Counsel

Date 4/17/2018

TK: 179094 – 4/2018
Attachment

Exhibit A – Travel and Other Allowable Expenses

All travel expenses shall be paid by Consultant unless expressly authorized by this Agreement **in writing and in advance** by the Agreement Administrator.

Billing and Supporting Documents: Consultant shall submit all supporting documents (receipts) for each expense listed below. Attached receipts should itemize each cost and provide descriptive information so that expenses are separately identified.

Trips that require travel in excess of 200 miles one way shall be made by commercial airline unless the circumstances dictate otherwise. Reimbursements for transportation costs for trips over 200 miles one way by any form of transportation other than commercial airline shall generally not exceed the standard round-trip airline coach airfare in effect at the time, plus any personal auto mileage and airport parking that would have been incurred and reimbursable if airline transportation had been used.

Air Travel

Air Travel shall be made by commercial airline at coach or economy airfare. If flight accommodations are upgraded from coach or economy airfare, all additional charges shall be paid by the consultant, and not charged to the agreement.

If consultant is combining personal travel with Metropolitan travel (business), personal travel or family member expenses cannot be charged to Metropolitan.

Car Rental

Car rental shall be the most economical vehicle to fulfill Consultant needs.

Metropolitan will not pay for collision or personal liability insurance.

Rental cars must be authorized in advance through a Task Order. One automobile rental for up to three travelers of an economical vehicle is acceptable. Any changes from these guidelines require approval by Metropolitan's Agreement Administrator in writing. If an automobile is rented on a monthly basis by Consultant, the monthly cost is divided by the number of days in the month and hours worked to arrive at a prorated hourly rental cost for reimbursement. Any other cost to be billed must be documented as to why it is required and receipts must be submitted.

Taxis

Where it becomes necessary to use a taxi for approved Metropolitan business, the cost of the fare and reasonable gratuity will be reimbursed.

Lodging

Consultant shall book reservations at conveniently located hotels, which have moderate rates.

Meals

Meal allowance for any location shall not exceed: \$10 breakfast, \$15 lunch, and \$25 dinner. Meal allowance may include non-alcoholic beverages and tips.

Personal Automobile Reimbursement

Personal automobile reimbursement is allowable only from Consultant's local office to project site location or meeting destination as determined by the Agreement Administrator, and will be paid at the current IRS allowable rate.

Non-reimbursable Expenses

- Entertainment (i.e., "in-room" movies, alcoholic beverages, in-room snack bar, in-room refrigerator items, health clubs, and theater tickets).
- All expenses for non-business purposes.
- Personal life or travel insurance.