

**SECOND AMENDMENT (C-137536) TO
MASTER MEMORANDUM OF UNDERSTANDING
FOR PROJECT DELIVERY AND SERVICE NEEDS OF THE LOS ANGELES
DEPARTMENT OF WATER AND POWER
BY AND BETWEEN
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
THE CITY OF LOS ANGELES (INCLUDING CITY DEPARTMENTS AND BUREAUS)**

This Second Amendment to the Master Memorandum of Understanding (Contract No. 137536) hereinafter referred to as the “MOU”, between, the Los Angeles Department of Water and Power, hereinafter referred to as the “LADWP”, and the City of Los Angeles, hereinafter referred to as the “City”, (including the “City Departments and Bureaus” is entered into with reference to the following:

RECITALS

WHEREAS, LADWP is a proprietary department of the City of Los Angeles organized under the Los Angeles City Charter with a mission to provide clean, reliable water and power to the residents of Los Angeles; and,

WHEREAS, the Los Angeles City Charter Section 679(c)(4) provides that LADWP may expend funds for reimbursement to another department or office of the City on account of services rendered, or materials, supplies or equipment furnished to support LADWP departmental purposes; and,

WHEREAS, on October 13, 2020 the LADWP Board of Water and Power Commissioners approved the Master MOU between the LADWP and the City for two years with the option to extend the Master MOU for one additional year for the provision of project delivery services to be completed by City forces; and,

WHEREAS, on October 20, 2022 the First Amendment to the Master MOU was executed by the LADWP and the City to extend the Master MOU for three additional years for the provision of project delivery services to be completed by City forces; and,

WHEREAS, LADWP identified such project delivery services to be completed by City Departments and Bureaus on an as needed or emergency basis;

WHEREAS, LADWP has elected to extend the Master MOU for five additional years, for a cumulative term of ten years with the City, and to increase the total cost for all services by \$20 million, for a cumulative total maximum cost of \$60 million, to allow for the completion of new as needed and emergency projects; and,

WHEREAS, the City can, and is willing to, provide the project delivery services to assist LADWP;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows

1. TERMS OF AGREEMENT

The Term of this Agreement will be extended for five additional years, for a cumulative total period of ten years, beginning on the date of execution by the authorized representatives of the City and LADWP.

2. FINANCIAL TERMS AND CONDITIONS

The total cost for all services will be increased by \$20 million, for a cumulative total maximum cost of \$60 million.

3. PARTIES TO THE AGREEMENT

The representative and/or a designated representative of the respective parties who are authorized to administer this Agreement and to whom notices, demands, requests and communications shall be given are as follows:

For LADWP:

Janisse Quiñones
Chief Executive Officer and Chief Engineer
Los Angeles Department of Water and Power
111 North Hope Street, Room 1550
Los Angeles, California 90012

For the City Administrative Officer (CAO):

Matthew W. Szabo
City Administrative Officer
Office of the City Administrative Officer

200 North Main Street, Room 1500
Los Angeles, California 90012

Changes to the representatives for this Agreement can be made by written notice at any time during the term of the Agreement.

4. Amend Section 5 - General Terms - Roles and Responsibilities

Pursuant to Section 5 of the Master MOU, additional departments, bureaus and services may be added depending on the needs of LADWP:

- Add the Bureau of Street Lighting (BSL)

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representative.

LOS ANGELES DEPARTMENT OF WATER AND POWER

By: _____

JANISSE QUIÑONES

CHIEF EXECUTIVE OFFICER AND CHIEF ENGINEER

Date: _____

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

By: _____

MATTHEW W. SZABO

CITY ADMINISTRATIVE OFFICER

Date: _____

ATTEST:

Petty F. Santos, City Clerk

Deputy City Clerk	Date
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