

**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 Master Memorandum of Understanding, hereinafter referred to as the "MOU", is made and entered into, by and 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" as defined in Section 5), for the delivery of LADWP identified priority services.

**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, LADWP has identified priority services and workload that is separate and apart from the City services regularly provided to LADWP; and,

WHEREAS, LADWP believes the use of existing City employees to provide the priority services will be financially beneficial to LADWP ratepayers by providing the services at a competitive cost and in a more predictable cost structure than utilizing as needed or emergency contracts; and,

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

WHEREAS, this MOU does not supersede existing agreements, obligations, or contracting processes between LADWP and IBEW Local 18;

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

1. PURPOSE OF THE AGREEMENT

- a. To establish a payment structure, process, and schedule; and,
- b. To set forth the terms and conditions under which the financial agreement between LADWP and the City Departments will be implemented.

2. TERMS OF AGREEMENT

The Term of this Agreement will be for a period of two years, beginning on the date of execution by the authorized representatives of the City and LADWP. If necessary, a one-year extension shall be authorized, up to a total of three years, if approved by all parties.

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:

Martin L. Adams  
General Manager 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):

Richard H. Llewellyn, Jr.  
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. SCOPE OF WORK

The LADWP shall contract with the City for the provision of selected services, deemed to be necessary and beneficial by the LADWP on a temporary basis. Each selected service will be defined by a scope of work, term, total cost, notice provision and

warranty (for construction work only) defined in Separate Agreements that will be attached, once executed, to this MOU.

To be valid, each Attachment to this MOU requires signatures of the department or bureau performing the service, the LADWP, and the City Administrative Officer.

## 5. GENERAL TERMS

### A. Roles and Responsibilities

The following departments and bureaus have agreed to provide specific services to LADWP in the overall areas as follows. Additional departments, bureaus and services may be added depending on the needs of LADWP.

- City Administrative Officer (CAO): Financial Oversight and Administrative Support relative to payment for services rendered between the City and LADWP.
- Department of Building and Safety (DBS): Review of Engineering Plans and Permitting
- Fire Department: Public Safety Training
- General Services Department (GSD): Building Services for Tenant Improvements and Alterations and Improvements
- Los Angeles Department of Transportation (LADOT): Traffic Control Services and Traffic Plan Design and Review
- Bureau of Contract Administration (BCA): Construction Inspection and Support
- Bureau of Engineering (BOE): Engineering Design Services and Review of Sidewalks and Street Repair Projects
- Streets LA - Bureau of Street Services (BSS): Construction Services for Street and Sidewalk Repair; and Landscaping Services such as Tree Planting and Trimming

Parties agree to utilize Attachment 1 in order to define the roles and responsibilities for each department, bureau, and agency

### B. Financial Terms and Conditions

The total cost for all services authorized under this MOU is a maximum of \$40 million over the Term of this Agreement. Subject to Section C.8. wherein, the cost of each selected service defined in each Attachment to this Agreement will be determined by actual direct and fringe costs incurred attributable to activity or work

performed or materials acquired in performing a task pursuant to this Agreement. Each completed Attachment to this MOU shall be treated as its own Agreement. The respective Parties and Departments recognize that any Agreement shall be subject to the approval of the Board of Commissioners for the Los Angeles Department of Water & Power. The Add/Delete rates for 2020-21 will be used to determine the fringe costs for health and pension costs. For subsequent years, the corresponding Add/Delete rate will be used.

#### C. Procedures for City Billings to LADWP

1. All services provided to LADWP will be on a cost reimbursement basis. For each service agreed to by the City, bureau or department and LADWP, the CAO will provide an invoice for services rendered and/or materials, supplies, equipment furnished, for work contained in each Attachment.
2. Departments or bureaus performing work under this Agreement must open separate individual work orders for each Task Order, job and/or service to allow for accurate tracking.
3. To facilitate the reimbursement process, Departments or bureaus are required to obtain signatures on the field Task Order Verification (TOV) Form (Attachment 2) from LADWP supervisors or staff at the job location verifying that work was performed or completed per the milestones in their respective Agreements. The TOV form will be used until such time the LADWP can develop and implement an electronic version of the TOV form for use by city departments and bureaus.
4. Invoices for actual work completed will be submitted by each department to the CAO for review and verification. Invoices for the prior month must be submitted by the 10<sup>th</sup> of the following month.
5. Invoices must state specific work accomplished, along with locations, dates and volumes and types of material and reference the Attachment(s) to this Agreement under which the service is being provided. For materials purchased, a copy of the vendor receipt must accompany the invoice as verification. Submission of a signed Task Order Verification Form is mandatory for reimbursement billings and must accompany the invoice.
6. Upon receipt of an invoice from the CAO, the LADWP will have 15 days to object and/or request additional information in writing. If neither an objection nor a request for additional information is received within the 15 days,



LADWP will reimburse the City within 30 days of receipt. Should an objection or request for information be raised, the 30-day period will not commence until the dispute is resolved. Neither party shall unreasonably delay attempted resolution of the matter.

## 6. TASK ORDER CHANGES

Attachments to this Agreement will define the services to be provided to LADWP by the City. Task Orders within each Attachment will be used to separate services and refine details such as (locations, dates, costs, and departmental contacts). City Departments shall submit any proposed changes in a Task Order issued under this Agreement in writing to LADWP for its prior approval. However, any proposed change occasioned by emergency may be submitted to LADWP verbally, or by telephone, and shall be confirmed later in writing by the City Department or Bureau within ten working days. Due to the need for City's services to be provided continuously on an ongoing basis, City may have provided services to LADWP prior to the execution of this Agreement. To the extent that City's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified, and compensation for this prior work shall be paid by LADWP to the City.

Each City Department or Bureau shall notify LADWP if at any time such City department or bureau has a reason to believe that the total Costs under said Task Order will be in excess of ten percent (10%) greater than previously estimated Costs or that the estimated finishing date will be later than the date started in the Task Order, and the reasons for such cost overruns and/or schedule delays. LADWP and the City Departments or Bureaus shall promptly meet and confer and cooperate to address such issues.

LADWP may terminate any Task Order by providing a 30 day prior written notice to the department or bureau, and the CAO. LADWP shall reimburse the City Department in accordance with this Agreement for Costs incurred as defined in Section (C). In instances where work is already in progress, this termination clause is subject to good faith negotiation prior to providing a 30 day written notice, to the greatest extent possible.

## 7. DEADLINES AND DELAYS

The City shall perform its work under this Agreement in accordance with the deadlines and schedules established in this Agreement. The City shall notify LADWP promptly upon becoming aware that a deadline or schedule requirement established in this Agreement is likely to be missed. The parties shall meet and confer to address the

reasons for such delay and establish a recovery schedule and any necessary modifications to the Task Order to ensure sufficient dedicated staff to maintain the project schedule.

## 8. RESOLUTION OF DISPUTES

In the event of any claim or dispute arising out of or relating to this Agreement or any Task Order issued pursuant to this Agreement, the involved parties shall attempt through their General Managers to resolve the dispute through good faith negotiation.

## 9. HOLD HARMLESS

It is the intention of this Agreement that no department or bureau shall be responsible for any liability, including third party claims, which arises by reason of the negligent acts, errors, omissions or willful misconduct of any of the other Parties. Each department or bureau shall retain liability for the acts, errors, omissions or willful misconduct of its officers, agents, or employees.

## 10. GENERAL PROVISIONS

- a. No amendment or waiver of any provision of this Agreement, nor consent to any departure, shall be effective unless in writing and signed by each counterparty, and then such waiver or consent shall be effective only in the specific instances and for the specific purpose given.
- b. This Agreement shall be governed, interpreted under, construed and enforced in accordance with the laws of the State of California.
- c. If any provision of Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be affected, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

## 11. TERMINATION

Any party may terminate this Agreement for any reason as it pertains to that party by providing thirty (30) day prior written notice to the other Parties. In instances where work is already in progress, this termination clause is subject to negotiation and does not automatically stop any ongoing work at time of termination notice.

## 12. COMPLETE AGREEMENT

This Agreement supersedes any prior agreement, oral or written and contains the full and complete Agreement between and among the Parties on the subject matter

hereof. No subsequent agreement, representation, or promise made by a Party, or its officers, employees, agents, or representatives, shall be of any effect unless it is in writing and executed by the Party to be bound.

### 13. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument

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: \_\_\_\_\_



MARTIN L. ADAMS

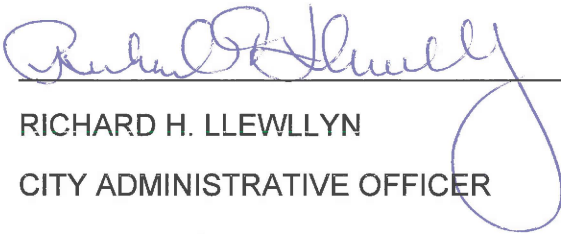
GENERAL MANAGER AND CHIEF ENGINEER

Date: \_\_\_\_\_

00 / 30 / 2020

#### OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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



RICHARD H. LLEWELLYN

CITY ADMINISTRATIVE OFFICER

Date: \_\_\_\_\_

12 / 3 / 20

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney



12/7/2020

for Dan Kreinbring

Date

City Attorney

ATTEST:

Holly L. Wolcott, City Clerk



Deputy City Clerk

Date



C-137536

12/11/2020

APPROVED AS TO FORM AND LEGALITY  
MICHAEL N. FEUER, CITY ATTORNEY

OCT 08 2020  
BY JOSEPH A. BRAJEVICH  
GENERAL COUNSEL



### Department Agreement

The Master MOU is the governing Agreement between the Los Angeles Department of Water and Power, and participating City of Los Angeles, Departments and Bureaus, and outlines the general terms and conditions for all parties. LADWP shall contract with the City for select services on a temporary as-needed or emergency basis. Each service will be defined by a scope of work, term, total cost, and notice provision defined in separate Agreements. The Agreement is an abbreviated version of the Master MOU and specifies provisions relative to scope of work, financial terms, and billing procedures. The Master MOU contains the full and complete Agreement between the Parties:

1. TASK ORDER 1: Service(s) provided by the Department of \_\_\_\_\_ to the Los Angeles Department of Water and Power.
2. For the term beginning \_\_\_\_\_ until \_\_\_\_\_
3. Parties to the Agreement: The following are the primary contracts who are authorized to administer this Agreement and to whom notices, demands, requests and communications shall be given are as follows:

For City Department: \_\_\_\_\_

[name], \_\_[title], \_\_[phone]\_\_, \_\_[email]\_\_.

For LADWP:

[name], \_\_[title], \_\_[phone]\_\_, \_\_[email]\_\_.

4. Specifics of the work to be accomplished are as follows:

Project Location	Service to be Provided	Cost Estimate	Start Date	End Date

Total

If applicable, the Department of \_\_\_\_\_ provides a \_\_\_\_\_ warranty on construction work accomplished under this Agreement.

## 5. FINANCIAL TERMS AND CONDITIONS

- A. The total cost for all services authorized under this Agreement is a maximum of \$ \_\_\_\_\_ xxxx for the scope of work identified under the Task Order.
- B. The LADWP will pay for actual direct and fringe costs incurred under this Task Order and for materials acquired in performing the task. The Add/Delete rates for 2020-21 will be used to determine the fringe costs for health and pension costs. For subsequent years, the corresponding Add/Delete rate will be used.
- C. Procedures for City Billing to LADWP
  - 1. All services provided to LADWP will be on a cost reimbursement basis. For each service agreed to by the City, bureau or department and LADWP, the CAO will provide an invoice for services rendered and/or materials, supplies, equipment furnished, for work contained in each Attachment.
  - 2. Departments or bureaus performing work under this Agreement must open separate individual work orders for each Task Order, job and/or service to allow for accurate tracking.
  - 3. To facilitate the reimbursement process, Departments or bureaus are required to obtain signatures on the field Task Order Verification (TOV) Form (Attachment B) from LADWP supervisors or staff at the job location verifying that work was performed or completed per the milestones in their respective Agreements. The TOV form will be used until such time the LADWP can develop and implement an electronic version of the TOV form for use by city departments and bureaus.
  - 4. Invoices for actual work completed will be submitted by each department to the CAO for review and verification. Invoices for the prior month must be submitted by the 10<sup>th</sup> of the following month.
  - 5. Invoices must state specific work accomplished, along with locations, dates and volumes and types of material and reference the Attachment(s) to this Agreement under which the service is being provided. For materials purchased, a copy of the vendor receipt must accompany the invoice as verification. Submission of a signed Task Order Verification Form is mandatory for reimbursement billings and must accompany the invoice.

6. Upon receipt of an invoice from the CAO, the LADWP will have 15 days to object and/or request additional information in writing. If neither an objection nor a request for additional information is received within the 15 days, LADWP will reimburse the City within 30 days of receipt. Should an objection or request for information be raised, the 30-day period will not commence until the dispute is resolved. Neither party shall unreasonably delay attempted resolution of the matter.

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City Departments shall submit any proposed changes in a Task Order issued under this Agreement in writing to LADWP for its prior approval. However, any proposed change occasioned by emergency may be submitted to LADWP verbally, or by telephone, and shall be confirmed later in writing by the City Department or Bureau within ten working days. Due to the need for City's services to be provided continuously on an ongoing basis, City may have provided services to LADWP prior to the execution of this Agreement. To the extent that City's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified, and compensation for this prior work shall be paid by LADWP to the City.

Each City Department or Bureau shall notify LADWP if at any time such City department or bureau has a reason to believe that the total Costs under said Task Order will be in excess of ten percent (10%) greater than previously estimated Costs or that the estimated finishing date will be later than the date started in the Task Order, and the reasons for such cost overruns and/or schedule delays. LADWP and the City Departments or Bureaus shall promptly meet and confer and cooperate to address such issues.

LADWP may terminate any Task Order by providing a 30 day prior written notice to the department or bureau, and the CAO. LADWP shall reimburse the City Department in accordance with this Agreement for Costs incurred as defined in Section (C). In instances where work is already in progress, this termination clause is subject to good negotiation prior to providing a 30 day written notice.

## 7. DEADLINES AND DELAYS

The City shall perform its work under this Agreement in accordance with the deadlines and schedules established in this Agreement. The City shall notify LADWP promptly upon becoming aware that a deadline or schedule requirement established in this Agreement is likely to be missed. The parties shall meet and confer to address the reasons for such delay and establish a recovery schedule and any necessary modifications to the Task Order to ensure sufficient dedicated staff to maintain the project schedule.

8. GENERAL PROVISIONS

No amendment or waiver of any provision of this Agreement, nor consent to any departure, shall be effective unless in writing and signed by each counterparty.

9. TERMINATION

Any party may terminate this Agreement for any reason as it pertains to that party by providing thirty (30) day prior written notice to the other Parties. In instances where work is already in progress, this termination clause is subject to negotiation and does not automatically stop any ongoing work at the time of termination notice.

**SIGNATURES:**

DEPARTMENT OF PUBLIC WORKS

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SIGNATORY

DATE

LOS ANGELES DEPARTMENT OF WATER AND POWER

---

SIGNATORY

DATE

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

---

RICHARD H. LLEWELLYN

DATE



## FIELD TASK ORDER VERIFICATION FORM

<b>Assigned City Department/Bureau</b>	<b>LADWP Work Order</b>	<b>City Work Order</b>

**Task Order Assignment Number:**

**Project Title:**

**Task Description:**

**Detailed Scope of Work:**

**Work Site Location:**

<b>LADWP Key Personnel</b>	<b>Name</b>	<b>Phone Number</b>	<b>Title</b>
1			
2			
3			
4			

<b>Department/Bureau Key Personnel</b>	<b>Name</b>	<b>Phone Number</b>	<b>Title</b>
1			
2			
3			
4			

**Verification of task completion or percentage of completion:(Check Box)**

100 % Completed ☐

50% Completed ☐

25% Completed ☐

**Date of verification:** \_\_\_\_\_

**Approved by LADWP Key Personnel:** \_\_\_\_\_  
(Signature)

**Print Name** \_\_\_\_\_