

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE LOS ANGELES DEPARTMENT OF WATER AND POWER

AND

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

TO CONDUCT COMMUNITY OUTREACH AND ENGAGEMENT RELATING TO
EFFICIENCY SOLUTIONS PROGRAMS

This Memorandum of Understanding (MOU) is made and entered into by the Los Angeles Department of Water and Power (LADWP), a Department organized and existing under the Charter of the City of Los Angeles, and South Bay Cities Council of Governments (SBCCOG). Hereinafter, LADWP and SBCCOG shall be referred to individually as "Party," and collectively as "Parties."

RECITALS

WHEREAS, the City of Los Angeles and LADWP aim to meet a number of sustainability goals and mandates relating to energy efficiency and water conservation and related resources; and

WHEREAS, the SBCCOG is focused on improving the environment and promoting sustainable resources in the South Bay and has a proven track record of success; and

WHEREAS, since 2016, the LADWP and SBCCOG have successfully partnered in raising awareness and engaging LADWP customers located in Council District 15, Wilmington, Harbor City/Harbor Gateway, and San Pedro about energy efficiency and water conservation via the Master Inter-Utility Agreement between Southern California Gas Company and LADWP for Energy Efficiency, Resource Savings, and Related Activities, which expired December 31, 2020; and

WHEREAS, LADWP and SBCCOG desire to continue these energy efficiency and water conservation outreach activities for the advancement of the sustainability goals of the City of Los Angeles and the LADWP customers in these areas.

NOW, THEREFORE, the LADWP and SBCCOG agree to enter into and abide by the terms and conditions of this MOU.

ARTICLE I PARTIES TO THE AGREEMENT

The parties to this MOU are:

- A. The Department of Water and Power, having its principal office at 111 North Hope Street, Room 1057, Los Angeles, CA 90012.
- B. South Bay Cities Council of Governments, having its principal office at 2355 Crenshaw Blvd, Suite 125, Torrance, CA 90501.

Section 101 - Representative of the Parties and Service of Notices

The representatives of the LADWP and the SBCCOG who are authorized to administer

this MOU and to whom formal notices, demands and communication shall be given are as follows:

- A. The representative of the LADWP shall be, unless otherwise stated in this MOU:

David Jacot
Director of Efficiency Solutions
Los Angeles Department of Water and Power
111 North Hope Street, Room 1057
Los Angeles, CA 90012
(213) 367-0936

- B. The representative of SBCCOG shall be, unless otherwise stated in this MOU:

Jacki Bacharach
Executive Director
South Bay Cities Council of Governments
2355 Crenshaw Blvd, Suite 125
Torrance, CA 90501
(310) 377-8987

- C. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.
- D. If the name of the person designated to receive the notices, demands, or communication or the address of such person is changed, written notice shall be given, in accordance with this Section, within five working days of said change.

ARTICLE II TERM OF AGREEMENT AND RESPONSIBILITIES OF PARTIES

Section 301 - Term

The Term of this MOU shall commence on the date of execution and shall terminate within 3 years thereafter. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement.

Section 302 - Responsibilities

The Parties' responsibilities for the implementation of the program are outlined in the sections below.

Section 303 - Scope of Work as Completed by SBCCOG

See attached Exhibit A.

ARTICLE III
FUNDING

Section 301 - Fund transfers

All funding transfers from LADWP to SBCCOG shall occur within 45 days of invoice, upon receipt of quarterly report documenting progress on Scope of Work activities, and appropriate approval of LADWP authorized representative, and subject to the Terms and Conditions set forth in this MOU.

Section 302 - Fund Amounts

LADWP shall provide funding in a total amount not to exceed \$120,000 including direct and indirect charges, \$40,000 annually, and \$10,000 per quarter.

Section 303 - Use of Funds

SBCCOG shall only expend funds in conformity with the Scope of Work of this MOU, and as allowed under applicable City of Los Angeles, State of California and Federal laws. The Parties shall maintain records as required in conformance with applicable federal, State, and local regulations.

ARTICLE IV
ACCESS TO RECORDS AND AUDITS

SBCCOG shall provide LADWP with full and free access during normal business hours with reasonable prior notice to all books, papers, documents, and records that are pertinent to their performance under this MOU, including the right to audit, and to make excerpts from transactions and reports in compliance with laws, regulations, and administrative requirements. If SBCCOG utilizes contractors to perform any of the work under this MOU, the contracts with those contractors must state that they are subject to audit, as are any subcontractors they may use. Any expenditure deemed to be improper shall be refunded by SBCCOG to LADWP within 60 days from the date of such determination.

ARTICLE V
GENERAL TERMS AND CONDITIONS

Section 501 - Indemnification

Unless caused by the gross negligence or intentional misconduct of LADWP, its directors, officers, employees, agents, or persons under its control, SBCCOG shall indemnify, defend and hold harmless LADWP, and their respective directors, officers, managers, shareholders, employees, agents and representatives, from and against any claims, suits, actions, judgments, losses, damages, demands, and liability (legal, contractual or otherwise) which arise from, or are connected with SBCCOG's obligations set forth in the Agreement and result in (i) injury to or death of persons; (ii) injury or losses to property or other rights and interests of any persons or parties; or (iii) violation of local, State, or federal laws, statues, rules, or regulations, including environmental laws or regulations or strict liability imposed by any laws and regulations, arising out of or caused by LADWP providing monies to SBCCOG pursuant to this Agreement or the Program, or that are in any way connected with SBCCOG's management of monies provided by LADWP hereunder, or SBCCOG's activities performed with the grant funds provided by LADWP hereunder.

Section 502 - Governing Law

This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles.

Section 503 – Venue

All litigation arising out of, or relating to this Agreement, shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non-conveniens.

Section 504 - Consent and Approvals: Waivers

Any consent or approval of SBCCOG or LADWP required under the MOU shall not be unreasonably withheld. Any approval required under this MOU shall be in writing and executed by an authorized representative of the Party granting approval.

Any waiver by SBCCOG or LADWP of any obligation in this MOU must be in writing. No waiver will be implied from any delay or failure by SBCCOG or LADWP to take action on any breach or default of the other or to pursue any remedy allowed under this MOU or any applicable law. Any extension of time granted to SBCCOG or LADWP to perform any obligation under this MOU shall not operate as a waiver or release from any of its obligations under this MOU. Consent by SBCCOG or LADWP to any act or omission by the other shall not be construed to be consent to any other or subsequent

act or omission or to waive the requirement for SBCCOG's or LADWP's written consent to future waivers.

Section 505 - Conflicts of Interest

The parties shall comply with all relevant State and Federal rules and regulations with respect to conflicts of interest.

Each party to this MOU warrants that it has not paid or given or will not pay or give to any third person any money or other consideration for obtaining this MOU.

Section 506 - Defaults and Termination

In the event that any party is in default of their obligations pursuant to this MOU, the performing party may send notice to the party in default describing the default and the actions required to cure.

If the defaulting party fails to cure the default within 30 days after notice, or fails within 30 days after notice to commence action necessary to cure the default, if longer than 30 days is reasonably required to cure the default, then the performing party may terminate this MOU by providing written notice to all parties.

Section 507 - Entire MOU and Number of Pages

This MOU contains the full and complete MOU between the SBCCOG and LADWP. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this MOU. This MOU is executed in two duplicate originals, each of which is deemed to be an original. This MOU includes nine (9) pages.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the SBCCOG and LADWP have caused this Agreement to be executed by their duly authorized representatives.

Nancy H. Sutley
Sr. Assistant General Manager of
External and Regulatory Affairs and
Chief Sustainability Officer
Los Angeles Department of Water and Power

Date

Drew Boyles
Board Chair
South Bay Cities Council of Governments

Date

Exhibit A

South Bay Cities Council of Governments Los Angeles Department of Water and Power (LADWP) Scope of Services

The following scope of work covers a 36-month period.

Task 1: Community Outreach and Promotional Events

- A. Promote LADWP electric and water efficiency rebate and incentive programs to residents and businesses in City Council District 15 (CD15).
- B. Assist in disseminating LADWP's efficiency educational/informational materials through marketing channels
 - a. Social Media (one-two per month, including paid media posts as requested by LADWP which are not to exceed \$300 per quarter)
 - b. Electronic Newsletters (one per month)
 - c. E-mail blasts (as requested by LADWP)
- C. Exhibit or present at 8-12 per year (2-3 per quarter) targeted special events, such as fairs, seasonal exhibits, neighborhood council meetings, farmers markets, community, and outreach events as well as other gatherings virtually or in person if requested when restrictions are lifted; expect to reach and engage 200-600 customers during each year. Work with Council District 15's office to support his sponsored events in CD15 with LADWP efficiency informational materials. Where practical, include efficiency pledge or other action for participants and solicit contact information for potential follow-up. Distribute efficiency devices provided by LADWP when available and appropriate.
- D. Provide standard exhibit space to LADWP at the SBCCOG's annual General Assembly event, free of charge.
- E. Train up to 10 Environmental Services Center volunteers per year on LADWP programs.
- F. Provide assistance to LADWP customers who visit the SBCCOG Environmental Services Center.
- G. Continue to add to the customer database specific to San Pedro, Harbor City/Harbor Gateway, and Wilmington residents and businesses, and conduct follow-up. Database will be included as part of quarterly report.

Task 2: Commercial Kitchen Water Assessments

- A. Identify each year 6-8 commercial kitchens in CD15 for water assessments and conservation training, or other combination of businesses as agreed upon between LADWP and SBCCOG.
- B. Distribute during water assessments free efficient kitchen water-saving devices provided by LADWP.
- C. Provide kitchen and LADWP with assessment report and recommendations.

- D. Follow-up with kitchen on disposition of recommendations. Include results of follow-up in quarterly reports.

Task 3: Reporting and Documentation

- A. Provide quarterly progress reports - which will include a summary of activities: approximate number of attendees and number of impressions and engagements for social media posts and e-mail blasts.
- B. Develop end-of-contract year documents in coordination with LADWP which will include a summary of activities from the quarterly progress reports and assessment of results.