



Board of Education Report

File #: Rep-019-25/26, **Version:** 1
In Control: Eco-Sustainability Office

Agenda Date: 9/16/2025

Authorization to Enter into a Memorandum of Understanding with the Los Angeles Department of Water and Power and Amend the Facilities Services Division Strategic Execution Plan to Approve \$20 Million for an Energy Efficient Lighting Upgrade Program
Eco-Sustainability Office and Facilities Services Division

Brief Description:

(Authorization to Enter into a Memorandum of Understanding with the Los Angeles Department of Water and Power and Amend the Facilities Services Division Strategic Execution Plan to Approve \$20 Million for an Energy Efficient Lighting Upgrade Program) Recommends authorization to enter into a Memorandum of Understanding (MOU) with the Los Angeles Department of Water and Power (LADWP), and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to allocate \$20 million in bond program funds to support LADWPs direct installation of energy-efficient lighting upgrades at up to 150 school sites, and execution authority for implementing the MOU.

Action Proposed:

Authorize the following:

1. Approve a new MOU between the Los Angeles Unified School District (Los Angeles Unified or the District) and the LADWP for a term of 4.5 years, beginning October 27, 2025 to April 26, 2030.
2. Amend the Facilities SEP to allocate \$20 million in bond program funds to support LADWPs direct installation of energy-efficient lighting upgrades at up to 150 school sites that will be executed over the term of the proposed new MOU.
3. Authorize the Senior Advisor to the Superintendent and/or the Chief Facilities Executive and/or their designee(s) to execute all instruments necessary, as legally permissible, to implement this MOU.

Background:

In 2012, the District entered into an MOU with the LADWP under which the LADWP reimbursed the District for up to \$8 million in energy efficiency projects over a two-year term and six-month extension. On February 10, 2015, the Board ratified the MOU with LADWP valued at \$45.3 million to effectuate the "Conserving for Our Kids Program," a multi-pronged strategy to raise energy and water efficiency at District facilities (Board Report No. 321-14/15). An MOU was subsequently executed between the LADWP and the District with a three-year term, and Amendment No. 1 extended the term by two years, for a total term of five years from October 2015 through October 2020 (Board Report No. 290-18/19, April 23, 2019); the activities associated with administering the MOU were funded by M&O Routine Repair and General Maintenance funds. Another MOU valued at \$87.5 million, where LADWP contributed up to \$72.5 million and the District contributed up to \$15 million for energy efficient lighting upgrades, was executed between the LADWP and the District (Board Report No. 108-20/21) to continue the successes of this program for a five-year term from October 2020 through October 2025. A new MOU is now needed to continue these energy and water efficiency efforts, specifically the Direct Install Lighting projects which have been implemented at 157 school sites dating back to

2012. Under the terms of the new MOU, LADWP will invest more funding in energy and water efficiency projects as well as new greening and climate resiliency projects that will help reduce rising utility costs and improve Green House Gas reductions.

The new MOU will continue the installation of energy and water efficiency measures at eligible District sites in the LADWP service area. LADWP and its qualified contractors and/or subcontractors will perform the work, and LADWP will reimburse a portion of the District's administrative and labor costs associated with supporting the projects. The MOU was presented to and approved by the LADWP Board of Supervisors on July 8, 2025.

The term of the proposed new MOU is 4.5 years; each calendar year within the term is a "term year." The total value of this MOU is \$120 million between both agencies of which LADWP will invest approximately \$100 million towards District upgrades and programs (up to \$22.5 million per year for term years 1-4 and up to \$10 million in term year 5) and Los Angeles Unified will contribute approximately \$20 million (up to \$4.5 million per year for term years 1-4 and up to \$2 million in term year 5) in in-kind services and matching funds.

The MOU consists of four primary programmatic strategies and maximum funding amounts per year as follows:

- Direct install energy-efficient lighting upgrade projects: LADWP will contribute up to \$18 million per year for term years 1-4 and up to \$8 million for term year 5 for upgrades at up to 150 school sites. The District shall support the extension of this program with matching funds or in-kind services that shall not exceed a total of 25% of the program's costs or \$4.5 million, whichever is less, per term year (term years 1-4), and up to \$2 million or 25% of program costs for term year 5.

Energy efficient lighting upgrade projects will be selected within LADWP service areas with a focus on school sites with high energy use and/or those with high priority that are located within disadvantaged areas and in alignment to help meet the District's renewable and greening goals. The proposed energy efficiency upgrades will improve the instructional environment at up to 150 schools, lower the District's carbon footprint, and reduce recurring expenditures for electricity by an estimated \$5.5 million annually.

- Education and awareness of energy efficiencies: LADWP will contribute up to \$1.125 million per year for term years 1-4 and up to \$500,000 in term year 5. The cost of these efforts will be borne entirely by LADWP. However, front funding by LAUSD may be necessary, and would likely be funded by energy rebates associated with the Eco-Sustainability Office.
- Greening/climate resiliency activities: LADWP will contribute up to \$2.25 million per year for term years 1-4 and up to \$1 million for term year 5. The cost of these activities will be borne entirely by LADWP. These activities may include, but are not limited to:
 - Tree opportunities assessments on campuses.
 - Empty tree well planting.
 - Turf or pavement removal for new tree wells & trees.
 - Installation of micro forests.
 - Educational projects about trees and participating in City Plants.
 - Educational native and climate-ready gardens/landscapes.
 - National Wildlife Federation (NWF) Certified landscapes.
 - On-site stormwater capture and recharge.

- Best management practices.
 - Low impact development infrastructure.
 - Urban heat island mitigation measures.
 - Piloting technologies supporting resilience.
 - Related training for LAUSD maintenance and operations staff.
- LADWP water conservation incentives: LADWP will contribute up to \$1.125 million per year for term years 1-4 and up to \$500,000 for term year 5 for the installation of high-efficiency fixtures and devices. The cost of these efforts will be borne entirely by LADWP. However, front funding by LAUSD may be necessary, and would likely be funded by energy rebates associated with the Eco-Sustainability Office.

Bond Oversight Committee Recommendations:

This item was considered by the School Construction Bond Citizens' Oversight Committee (BOC) at its meeting on September 4, 2025, as referenced in Exhibit A. The presentation that was provided is included as Exhibit B. Staff has concluded that this proposed Facilities SEP amendment is in alignment with BOC recommendations and will facilitate Los Angeles Unified's ability to successfully implement the Facilities SEP.

Expected Outcomes:

Approval of these proposed actions will enable the LADWP to continue to support existing and proposed energy efficiency upgrades, new greening and climate resiliency projects, and conservation awareness initiatives through April 2030. On an annual basis, the Eco-Sustainability Office and Facilities will report on the progress of the energy efficient lighting upgrade program related to this MOU.

Board Options and Consequences:

Approval of these proposed actions will improve processes delineated by the MOU and enable the LADWP to provide proposed energy and water efficiency upgrades, greening and climate resiliency projects, and conservation awareness initiatives through the term of the MOU.

If the recommended actions are not approved, replacement of lighting and plumbing fixtures will not be provided at schools with the identified need beyond the current LADWP/LAUSD MOU expiration date of October 26, 2025 and thus the District will not benefit from the cost avoidance that results from such upgrades in fixtures, technologies, and end-user behavior. In addition, students will no longer receive the benefit of education and awareness programs and initiatives supported by the current MOU.

Policy Implications:

These proposed actions are consistent with the District's long-term goal to address the unmet needs of school facilities and provide students with safe and healthy learning environments. The proposal also aligns with the Board Resolution adopted on December 3, 2019, that commits to the goals of "achieving 100 percent clean, renewable energy in its electricity sector by 2030 and in all energy sectors by 2040 working in collaboration with the LADWP's Sustainable City Plan" (1st Recital to Resolution 018-19/20).

These proposed actions further align with Board Resolutions that reiterate Los Angeles Unified's commitment to creating green learning spaces (Expand Sustainable Schoolyards and Environmental Initiatives and Curriculum Board Resolution, Creating New School Gardens and Campus and Community-Shared Green Spaces to Provide Outdoor Learning Opportunities and Create Sustainable and Healthy Environments, and Green Schools for All: Equitable Funding and Expansion of Green Spaces across District Campuses).

The proposal also advances Los Angeles Unified's 2022-2026 Strategic Plan Pillar 1: Academic Excellence by developing educational programs around climate literacy; Strategic Plan Pillar 2: Joy and Wellness by developing safe and sustainable green spaces, indoor and outdoor learning environments, and shaded areas at schools; Strategic Plan Pillar 3: Engagement and Collaboration by empowering students to take leadership roles as climate champions and environmental stewards; Strategic Plan Pillar 4: Operational Effectiveness by implementing energy efficiency and water conservation projects to reduce utility costs to the General Fund; and Strategic Plan Pillar 5: Investing in Staff by creating a sustainability program for professionals that will target the development of climate literacy throughout the schools.

Budget Impact:

Per the MOU, LADWP agrees to fund a maximum of \$100 million which includes the work to be executed as well as reimbursing the District for project administrative costs. The District agrees to provide up to \$20 million to support energy efficient lighting upgrades at up to 150 school sites. The District's contribution will be funded with Bond Program funds earmarked specifically for critical replacements and upgrades of school building/site systems and components. While the District's contribution to this MOU is only for the energy efficient lighting system upgrade projects, some front funding may be required to support implementation of the other three programmatic strategies under the MOU.

Student Impact:

Cost savings from the efficiency programs implemented by the MOU will reduce recurring expenditures for electricity by an estimated \$5.5 million annually, thus allow for more financial resources to be allocated to support educational programs. Moreover, students may acquire knowledge through the sustainability and conservation awareness initiatives made possible by the MOU. Active involvement in addressing environmental issues encourages students to become environmental stewards, and such experience can assist in career development preparation for green jobs and sustainability.

Equity Impact:

The new MOU will continue the installation of energy and water efficiency measures as well as greening and climate resiliency projects at eligible District sites in the LADWP service area with a focus on school sites with high energy use and/or those with high priority on the District's Green School Yards Index. A portion of the selected schools shall be located in disadvantaged communities, as defined by the LADWP. Educational and awareness programs will be available to all eligible schools interested in participating.

Issues and Analysis:

The MOU would improve processes and extend LADWP's implementation and funding of energy and water conservation projects, greening and climate resiliency projects, and awareness initiatives, as follows:

- In addition to its own qualified employees, LADWP will provide qualified contractors and/or subcontractors who will provide workers that are members of the International Brotherhood of Electrical Workers (IBEW) to install agreed upon energy efficiency measures at District school sites. LADWP will bear sole responsibility for its contractors and subcontractors;
- The District's Labor Compliance Department will enforce the payment of prevailing wages to all LADWP contractors and subcontractors, and LADWP, as the awarding body, will cooperate with the Labor Compliance Department pursuant to the terms and requirements outlined in the MOU;
- LADWP and/or its contractors and subcontractors will procure mutually agreed upon materials per approved scopes of work to perform the direct installation work;

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- The District may perform the direct installation work if LADWP does not meet agreed-upon milestones. If the District performs the direct installation work, it will purchase materials and all District materials and labor costs will be reimbursed by LADWP;
- The District's invoicing for reimbursement by LADWP will be bi-monthly (i.e., every other month); and
- The District's labor costs related to the direct installation work will be reimbursed according to the most current District negotiated unburdened hourly rates for identified positions at the time the work is being performed.

Attachments:

Exhibit A - BOC Resolution

Exhibit B - BOC Presentation

Exhibit C - LADWP/LAUSD MOU

Submitted:

09/03/25

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RESPECTFULLY SUBMITTED,


 ALBERTO M. CARVALHO
 Superintendent

APPROVED BY:


 PEDRO SALCIDO
 Deputy Superintendent
 Business Services & Operations

REVIEWED BY:


 DEVORA NAVERA REED
 General Counsel

☒ Approved as to form.

APPROVED BY:


 JAIME TORRENS
 Senior Advisor to the Superintendent
 Office of the Superintendent

REVIEWED BY:


 KURT E. JOHN
 Deputy Chief Financial Officer

☒ Approved as to budget impact statement.

APPROVED & PRESENTED BY:


 CHRISTOS CHRYSILIOU
 Chief-Eco Sustainability Officer
 Eco-Sustainability Office

APPROVED BY:


 KRISZTINA TOKES
 Chief Facilities Executive
 Facilities Services Division

LOS ANGELES UNIFIED SCHOOL DISTRICT

SCHOOL CONSTRUCTION BOND CITIZENS' OVERSIGHT COMMITTEE

D. Michael Hamner, FAIA, Chair
American Institute of Architects
Robert Campbell, Vice-Chair
L.A. Co. Auditor-Controller's Office
Dr. Samantha Rowles, Secretary
LAUSD Student Parent
Patrick MacFarlane, Executive Committee
Early Education Coalition
Scott Pansky, Executive Committee
L.A. Area Chamber of Commerce

Bevin Ashenmiller
Tenth District PTSA
Neelura Bell
CA Charter School Association
Sandra Betts
CA Tax Reform Association
Chad Boggio
L.A. Co. Federation of Labor AFL-CIO
Charlotte Lerchenmuller
Assn. of CA School Admin. - Retired
Aleigh Lewis
L.A. City Controller's Office

Jennifer McDowell
L.A. City Mayor's Office
Brian Mello
Assoc. General Contractors of CA
William O. Ross IV
31st District PTSA
Rachelle Anema (Alternate)
L.A. Co. Auditor-Controller's Office
Ashley Kaiser (Alternate)
Assoc. General Contractors of CA
Vacant
LAUSD Student Parent

Joseph P. Buchman – Legal Counsel
Burke, Williams & Sorensen, LLP
Lori Raineri and Keith Weaver – Oversight Consultants
Government Financial Services Joint Powers Authority

Timothy Popejoy
Bond Oversight Administrator
Perla Zitle
Bond Oversight Coordinator

RESOLUTION 2025-32

BOARD REPORT NO. 019-25/26

RECOMMENDING BOARD APPROVAL FOR AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES DEPARTMENT OF WATER AND POWER AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO APPROVE \$20 MILLION FOR AN ENERGY EFFICIENT LIGHTING UPGRADE PROGRAM

WHEREAS, District staff proposes that the Board of Education (Board) approve a new Memorandum of Understanding (MOU) between the Los Angeles Unified School District (Los Angeles Unified or the District) and the Los Angeles Department of Water and Power (LADWP) and amend the Facilities Services Division (Facilities) Strategic Execution Plan (SEP) to approve \$20 million in Bond Program funds for energy efficient lighting upgrades as part of Los Angeles Unified's in-kind contribution under the terms of the proposed MOU; and

WHEREAS, District Staff also requests that the Board authorize the Senior Advisor to the Superintendent and/or the Chief Facilities Executive and/or their designee(s) to execute all instruments necessary, as legally permissible, to implement the MOU; and

WHEREAS, In 2012, the District entered into an MOU with the LADWP under which the LADWP reimbursed the District for up to \$8 million in energy efficiency projects over a two-year term and six-month extension. In 2015, the Board approved an MOU with LADWP valued at approximately \$45.3 million for energy efficient lighting installation, plumbing fixture upgrades, new technology pilots, and conservation awareness programs. The MOU was extended by two years, for a total term of five years through October 2020. Another MOU valued at approximately \$87.5 million, where LADWP contributed up to \$72.5 million and the District contributed up to \$15 million, was executed to continue the successes of this program from October 2020 until October 2025; and

RECOMMENDING BOARD APPROVAL FOR AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES DEPARTMENT OF WATER AND POWER AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO APPROVE \$20 MILLION FOR AN ENERGY EFFICIENT LIGHTING UPGRADE PROGRAM

WHEREAS, A new MOU is now needed to continue these energy and water efficiency efforts. Under the terms of the proposed 2025 MOU, LADWP will continue to invest in energy and water efficiency projects as well as new greening and climate resiliency projects that will help reduce rising utility costs that impact the General Fund and improve Green House Gas reductions. The MOU was presented to and approved by the LADWP Board of Supervisors on July 8, 2025; and

WHEREAS, The term of the proposed 2025 MOU is 4.5 years; each calendar year within the term is a “term year.” The total value of the MOU is \$120 million between both agencies of which LADWP will contribute approximately \$100 million towards District upgrades and programs (up to \$22.5 million per year for term years 1-4 and up to \$10 million in term year 5) and Los Angeles Unified will contribute approximately \$20 million (up to \$4.5 million per year for term years 1-4 and up to \$2 million in term year 5) in in-kind services and matching funds in support of the energy efficiency lighting upgrade program including costs related to administration, management, Office of Environmental Health and Safety, inspections, and staff responsible for coordinating the work on site between the school staff and LADWP’s contractor; and

WHEREAS, The District’s contribution of \$20 million for energy efficient lighting upgrades will be funded with Bond Program funds earmarked specifically for critical replacements and upgrades of school building/site systems and components; and

WHEREAS, On an annual basis, the Eco-Sustainability Office and Facilities will report on the progress of the energy efficient lighting upgrade program related to this 2025 MOU; and

WHEREAS, the District’s Office of the General Counsel has reviewed the proposed MOU and determined that it may proceed to the School Construction Citizens’ Bond Oversight Committee (BOC) for its consideration for recommendation to the Board of Education; and

WHEREAS, District Staff has concluded that this proposed Facilities SEP Amendment will facilitate Los Angeles Unified's ability to successfully complete the Facilities SEP.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The School Construction Bond Citizens' Oversight Committee recommends that the Board approve a new MOU between the District and the LADWP and amend the Facilities SEP to approve \$20 million for energy efficient lighting upgrades, as described in Board Report No. 019-25/26, a copy of which is attached hereto in the form it was presented to the BOC and is incorporated herein by reference.
2. This resolution shall be transmitted to the Los Angeles Unified School District Board of Education and posted on the BOC’s website.
3. The District is directed to track the above recommendation and to report on the adoption, rejection, or pending status of the recommendations as provided in section 6.2 of the Charter and Memorandum of Understanding between the BOC and the District.

RESOLUTION 2025-32

RECOMMENDING BOARD APPROVAL FOR AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES DEPARTMENT OF WATER AND POWER AND AMEND THE FACILITIES SERVICES DIVISION STRATEGIC EXECUTION PLAN TO APPROVE \$20 MILLION FOR AN ENERGY EFFICIENT LIGHTING UPGRADE PROGRAM

ADOPTED on September 4, 2025, by the following vote:

AYES: 11

ABSTENTIONS: 0

NAYS: 0

ABSENCES: 3

/Michael Hamner/

D. Michael Hamner
Chair

/Robert Campbell/

Robert Campbell
Vice-Chair



LADWP/LAUSD Memorandum of Understanding 2025

Bond Oversight Committee Meeting
September 4, 2025

Eco-Sustainability Office and Facilities Services Division

LADWP Memorandum of Understanding 2025

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Overview

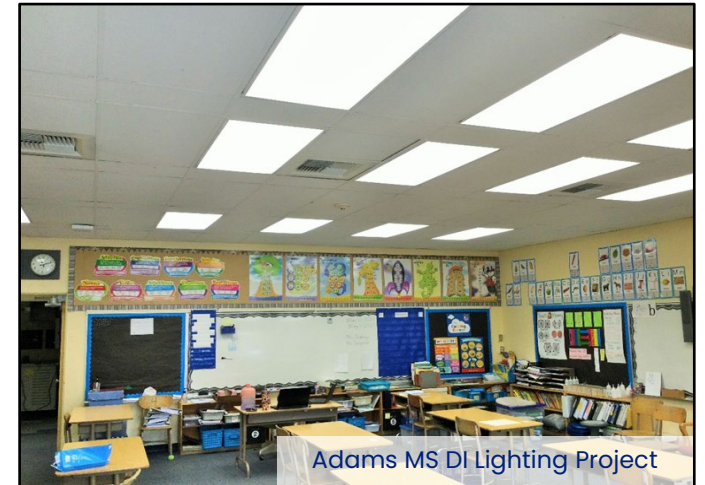
This **4.5 year** MOU between LADWP and LAUSD will continue the “Securing a Resilient and Sustainable Future for Our Kids” program that started back in 2015 to raise energy and water efficiency at LAUSD facilities within the LADWP service territory.

This MOU has a **total value of \$120M** which includes contributions of **\$100M from LADWP** and **\$20M from LAUSD** (Bond funds) for the Direct Install (DI) Lighting portion of this MOU.

The proposed MOU was approved by the LADWP Board of Commissioners on July 08, 2025.

The MOU will focus on the following strategies:

1. Direct Install Lighting Projects
2. Education and Awareness Programs
3. Greening and Climate Resilience Projects
4. Water Conservation Projects



LADWP Memorandum of Understanding 2025

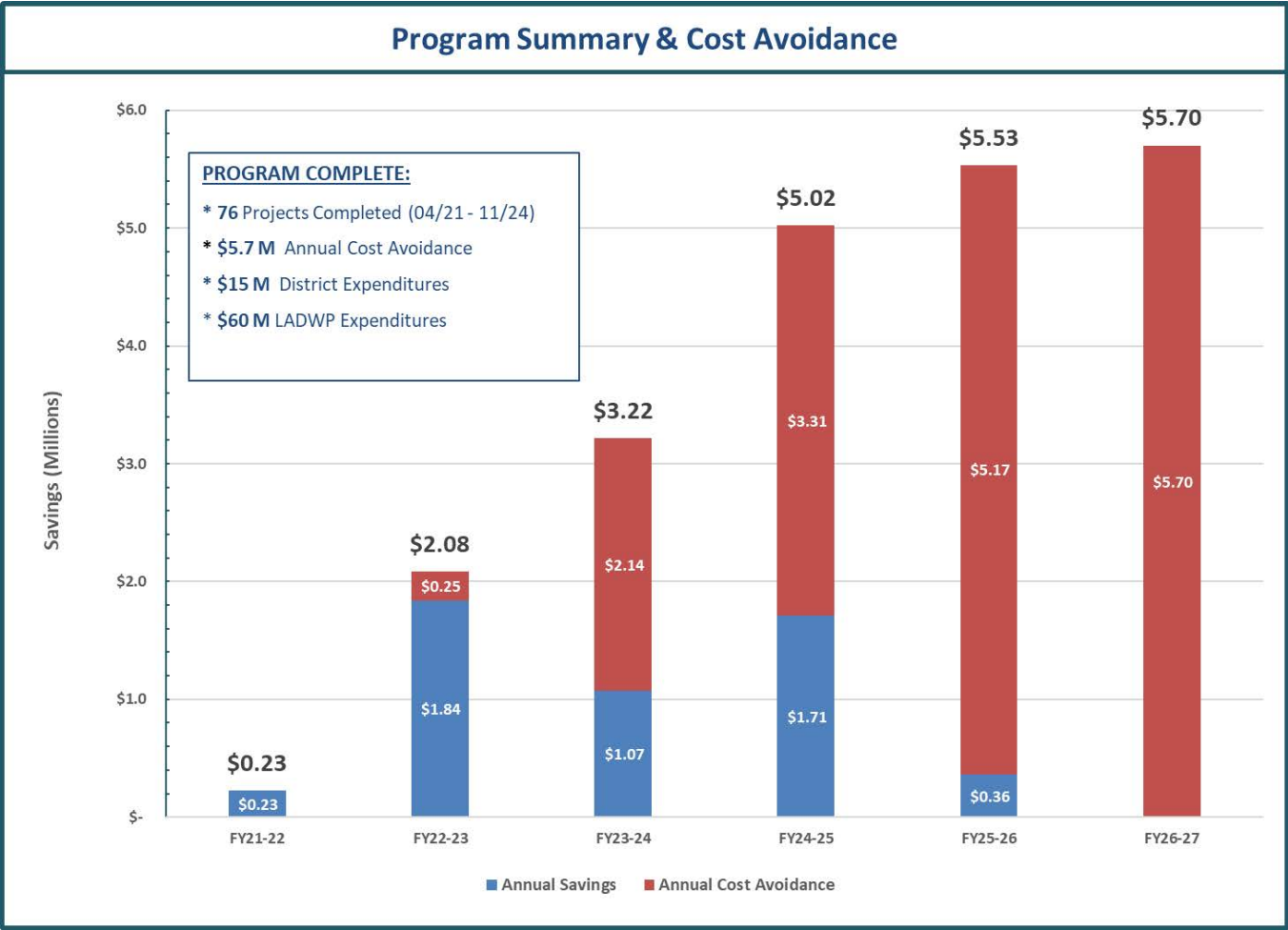
MOU Contributions

MOU Contributions (Not to Exceed Amounts)				
MOU Strategy	Per Year (Years 1-4)	Subtotal (Years 1-4)	Year 5 (6 Mos.)	Total (All Years)
Direct Install (DI) Lighting	\$18,000,000	\$72,000,000	\$8,000,000	\$80,000,000
Education and Awareness	\$1,125,000	\$4,500,000	\$500,000	\$5,000,000
Greening and Climate Resilience	\$2,250,000	\$9,000,000	\$1,000,000	\$10,000,000
LADWP Water Conservation Incentives	\$1,125,000	\$4,500,000	\$500,000	\$5,000,000
LADWP TOTALS:	\$22,500,000	\$90,000,000	\$10,000,000	\$100,000,000
DI LIGHTING* - LAUSD TOTALS:	\$4,500,000	\$18,000,000	\$2,000,000	\$20,000,000
TOTAL MOU VALUE:	\$27,000,000	\$108,000,000	\$12,000,000	\$120,000,000

*For Non-ECM Costs - Administration, management, OEHS, site supervision & coordination, inspections, etc.

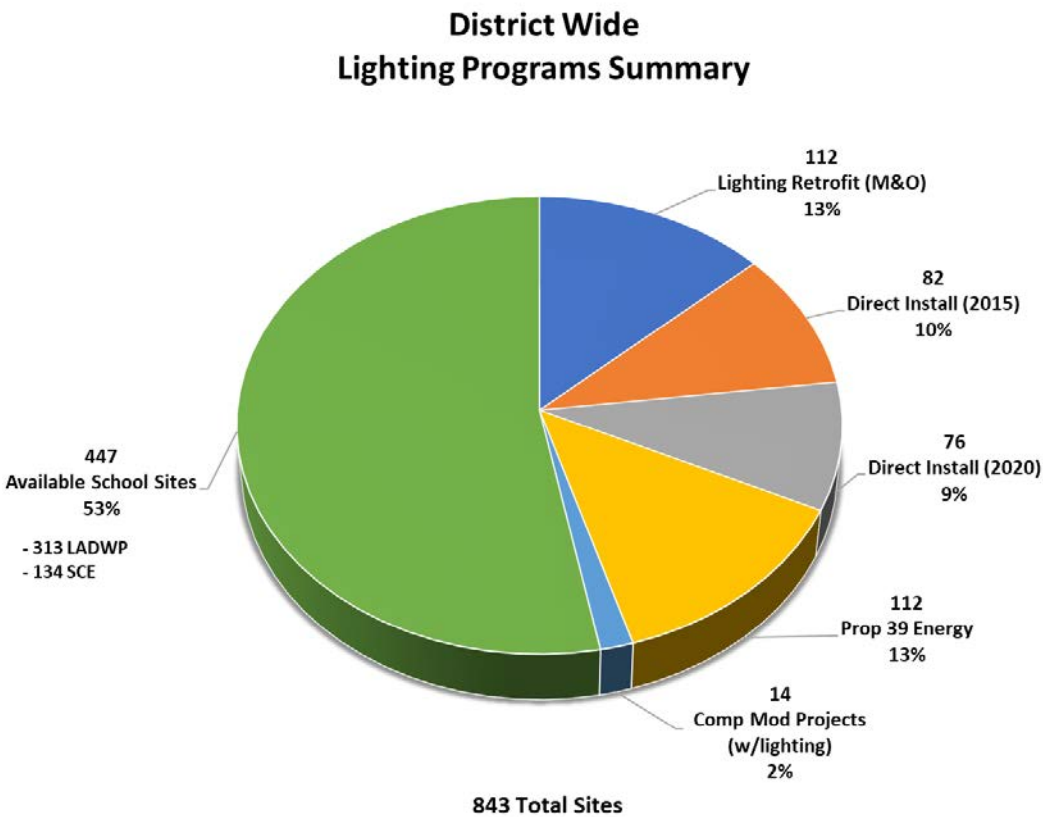
LADWP Memorandum of Understanding 2025

Direct Install Lighting (MOU 2020)



Annual Savings: Cost savings after one year of installation.

Annual Cost Avoidance: Avoided electrical costs beyond the initial year of installation where the savings have been realized.



LADWP Memorandum of Understanding 2025

Education and Awareness (MOU 2020)

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GPRO



HEROES for Zero Contest

- Over 170,000 students engaged since 2018
- 38 winning schools
- \$481k awarded

Green Professionals GPRO Certification

- Industry professional partnership with USGBC-CA to train teachers & staff
- Over 60 educators trained
- 40 M&O custodial staff trained

EmPowered Schools Program

- Over 100 K-12 classes participated over the 2 years of the program

Magenta House

- More than 300 students participated
- 25 classes from 15 different middle schools
- Sustainability awards at Caltech Campus



Ernest Lawrence MS



Superior St. ES



LADWP Memorandum of Understanding 2025

Pilot Activities (MOU 2020)

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All Electric Kitchen

- Partnered with Henderson Engineers and Frontier Energy to plan electrification of three school kitchens
- Pilot program will install fully electrified kitchen equipment to serve as models for the entire District

Thermacote

- To demonstrate insulation properties of paint coating on modular units

Aeroponic Tower Gardens

- 30 tower gardens provided to eight schools
- ~410 students engaged directly since 2024

Solar Reflective Coating Study

- Partnered with USC and Lawrence Berkeley National Laboratory to conduct field assessments at three schools and prepare a white paper on the effectiveness of solar reflective coatings



LADWP Memorandum of Understanding 2025

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Expected Outcomes

- Implement proposed **energy efficiency upgrades, greening and climate projects and conservation awareness initiatives** from October 2025 through April 2030
- Prioritize schools with **high energy use** and in **disadvantaged communities** within the LADWP service territory
- **Reduce utility cost** impact to the General Fund, **freeing additional resources** to support LAUSD educational programs
- Improve Green House Gas (GHG) reductions
- Engage students through **education and awareness programs** which can assist in **career development** towards green jobs and sustainability



Woodland Hills Academy & Humanities Magnet
(Magenta House '23-'24)



Allesandro ES student work (emPowered '23-'24) 80

Questions?

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE LOS ANGELES DEPARTMENT OF WATER AND POWER AND
THE LOS ANGELES UNIFIED SCHOOL DISTRICT
Securing a Resilient and Sustainable Future for Our Kids:
Energy and Water Efficiency in School Facilities**

This Memorandum of Understanding ("**MOU**") is made and entered into on October 27, 2025, ("**Effective Date**") by and between the City of Los Angeles, acting by and through its Los Angeles Department of Water and Power ("**LADWP**"), a municipal corporation, and Los Angeles Unified School District ("**LAUSD**"), a school district duly organized and existing under the laws of the State of California (collectively, the "**Parties**").

Section I. INTRODUCTION

This MOU describes the multi-pronged strategy that LADWP will deploy to assist LAUSD in raising energy and water efficiency within its facilities. Collectively, these efforts comprise the joint LADWP-LAUSD "Securing a Resilient and Sustainable Future for Our Kids" ("**Program**"). Across the strategies of this program, LADWP commits up to \$22,500,000 per Term Year, as defined in this agreement, for programmatic activities towards LAUSD's efficiency efforts, plus all standard efficiency program incentives as applicable and available, subject to the terms of this MOU.

The Program consists of four primary programmatic strategies: 1) Direct Installation ("**DI**") of energy efficiency measures in LAUSD facilities by LADWP and/or LADWP Contractors; 2) Dedicated LADWP support and funding for programs promoting education and awareness of energy efficiencies; 3) LADWP funding for various greening/climate resilience activities that LAUSD seeks to explore to support enhancing in its facilities; 4) LADWP funding through existing water conservation programs for the installation of water conservation measures.

LADWP, under the direction of the City of Los Angeles City Council, is pursuing a 100 percent renewable energy portfolio by 2035, which includes partnering with local agencies to save energy and have clean energy consumption across the City, and to qualify for energy credits from regulators, the State or the federal government.

At its December 3, 2019, regular Board meeting, the LAUSD Board of Education approved Resolution 018-19/20 that, inter alia, committed LAUSD to "achieving 100 percent clean, renewable energy in its electricity sector by 2030 and in all energy sectors, including heating, ventilation, air conditioning ("**HVAC**"), cooking, and transportation, by 2040 working in collaboration with the LADWP's Sustainable City Plan" (1st Recital to Resolution 018-19/20.).

(a) Funding Amounts. The anticipated apportionment of LADWP funding up to \$22,500,000 per Term Year for the four programmatic strategies comprising the Program is as follows:

(i) **DI** - Up to **\$18,000,000** per Term Year (as defined herein) for energy efficiency measures and any approved electrification measures under the LADWP DI program. For each DI Project, LAUSD shall provide matching funds on services, as indicated here ("**LAUSD Match**"):

(1) LAUSD shall support each DI project with matching funds or in-kind services, for related activities that are Non-Energy Conservation Measures ("**non-ECM**") as defined herein.

(2) LAUSD's matching funds shall not exceed a total of 25% of the projects' costs or \$4,500,000, whichever is less, per Term Year for the Term of this MOU. The Parties shall negotiate in good faith and agree for each Project, whether LAUSD procures the services or activities itself, or if LAUSD reimburses LADWP for LADWP's actual cost to procure those services or activities.

(ii) **Education and awareness of energy efficiencies** – Up to **\$1,125,000** per Term Year;

(iii) **Greening/Climate Resilience** Up to **\$2,250,000** per Term Year;

(iv) **LADWP water conservation incentives** - Up to **\$1,125,000** per Term Year;

LAUSD's costs for its LAUSD staff and consultants for administrative, advising, inspection and design costs to prepare and work on the entire Program shall be included as part of the LAUSD Match funds. LADWP and LAUSD agree that the allocation of funding levels among the four strategies listed above may be adjusted over time to fit the identified efficiency opportunities in LAUSD facilities as needed, and that regardless of how funding is ultimately split between the strategies, LADWP shall (subject to the budgeting and invoicing provisions of Sections II, III, IV, and V hereof) pay for all programmatic activities performed for the Program to the extent the costs thereof do not exceed \$27,000,000 (\$22,500,000 (LADWP) + \$4,500,000 (LAUSD)) combined across all four strategies per Term Year, for a total LADWP contribution up to \$100,000,000, plus all standard efficiency program incentives as applicable and available.

(b) Contractual Authority.

(i) The Parties anticipate that all contracts with third parties related to the Program to implement, install, construct, and/or monitor any part of the Program will be pursuant to an "energy service contract" for "conservation measures" or "conservation services" as those terms are used and defined in Government Code section 4217.10, et seq. Those contracts will each require a public hearing and a

savings analysis prior to LAUSD Board approval. If any contract with a third party related to the Program is not within the parameters of Section 4217.10, et seq., the Parties shall confer and determine a process for approval of those contract(s).

(ii) The Parties anticipate that most scopes of work related to the Program to be performed by LADWP and/or LADWP Contractors will also be pursuant to an “energy service contract” for “conservation measures” or “conservation services” as those terms are used and defined in Government Code section 4217.10, et seq. Those contracts, in the form of a design/build agreement will also each require a public hearing and a savings analysis prior to LAUSD Board approval. If any scope of work related to the Program to be performed by LADWP and/or LADWP Contractors is not within the parameters of Section 4217.10, et seq., the Parties shall confer and determine a process for approval of the contract(s) for those scopes of work.

(iii) LAUSD, in its ongoing community outreach efforts, shall prominently acknowledge LADWP's partnership with LAUSD in the various efforts under this MOU as well as all other related efforts.

(c) **List of Exhibits.** The following are exhibits to this MOU and are incorporated herein by this reference.

Exhibit A	LAUSD Scope of Work Format
Exhibit B	List of Agreed Upon Non-ECMs
Exhibit C	LAUSD Employee Rate Structure
Exhibit D	Temporary Access License Agreement
Exhibit E	Prevailing Wage Enforcement

Section II. LADWP DIRECT INSTALL PROGRAM FOR LAUSD FACILITIES

(a) LADWP and LAUSD seek to build on the success of the existing LADWP DI program and continue it via this MOU. LADWP and LAUSD agree to the following:

(i) All LAUSD sites (including non-school sites) shall be eligible to receive all approved Energy Conservation Measures (“**ECMs**”) under the LADWP Direct Install program. LADWP shall not be responsible for the cost to purchase, install, or material management of any measures identified as, deemed to be, or commonly known in the industry as, Non-Energy Conservation Measures (“**non-ECM(s)**”). Subject to the limits on matching funds as provided in subd. (a) of Section I, LAUSD shall bear the entire costs of identifying, procuring, storing, and installing any and all measures identified as non-ECMs, as indicated in Exhibit B. LAUSD shall provide the staffing necessary to facilitate ingress to and egress from each project site and its corresponding buildings, as well as the following support services provided under the LADWP Direct Install program: environmental consultant services, project scheduling services and electrical inspection services.

(ii) LAUSD shall not submit schools for the LADWP Direct Install Program that will receive Prop. 39 funding, in order to minimize confusion and maximize transparency, unless it is mutually agreed by both Parties.

(iii) LADWP and LAUSD will jointly collaborate through the DI program to improve energy efficiency, energy monitoring, building energy usage, and other related systems at LAUSD. The LAUSD infrastructure provides the Parties an opportunity to improve energy efficiency and usage within LADWP territory feasibly and for reasonable cost.

(iv) LADWP's contractor, at its cost, will be responsible for providing detailed and accurate scoping documentation for each site consistent with the Scope of Work provided in Exhibit A. LADWP shall analyze scoped LAUSD facilities and systems for potential energy efficiency gains and improvements, along with an estimated budget for each LAUSD facility ("**Budget**"). LADWP shall utilize the scoping documentation verified by LAUSD.

(v) The Scope of Work and Budget for all projects funded by LADWP will require LADWP written approval within 10 business days. LADWP shall schedule work for each site with assistance from and approval by LAUSD. LADWP shall maintain an agreed-upon workload of projects with detailed project, cost, timeline, and staff requirement projections six months in advance for LADWP at LAUSD sites to enable LADWP to assemble and maintain an adequate level of staffing and funding throughout the Term of this MOU.

(vi) LADWP and LAUSD will coordinate the location of installation of all approved lighting and control measures based on the best Return on Investment ("**ROI**") EXCEPT in areas identified by LAUSD as potentially containing asbestos material, AND, LAUSD shall exclude any area identified as such from the scoping document provided to LADWP. If, however, an area suspected of being contaminated with asbestos material is also believed to offer potentially significant energy savings, LAUSD and LADWP may choose to have the area and/or material tested to confirm the presence of asbestos. If the test to confirm the presence of asbestos material is negative, all eligible measures identified in the area shall be included in the Scope of Work, AND, LAUSD shall, pursuant to Section II hereof, submit to LADWP a request for the reimbursement of the costs incurred as a result of performing the asbestos test. LAUSD shall provide, as needed, an onsite environmental consultant at each site to assist LADWP crews for scoping development. Pursuant to Section II hereof, LAUSD shall request reimbursements of all of its costs incurred for DI projects that were mutually agreed upon by the Parties.

(b) LADWP-Performed Work. LADWP will provide:

(i) Qualified LADWP employees and/or

(ii) Will provide qualified contractors and/or subcontractors with active contractor license(s), who will provide workers that are members of the International Brotherhood of Electrical Workers (IBEW), ("**LADWP Contractors**"), to install agreed-upon energy efficiency measures at eligible LAUSD sites. LADWP shall not be responsible for the cost to purchase, install, or material management of any measures identified as non-ECMs except as provided in Section II (a)(i).

(iii) Prior to LADWP employees and/or LADWP Contractors entering any LAUSD site, LADWP shall ensure compliance with the fingerprinting requirements set forth in California Code of Education sections 45122.1 and 45122.2 and LAUSD policy, subject to the conditions and requirements set forth in section 11 of Exhibit D, "Temporary Access License Agreement," attached hereto. All equipment, materials, products and all workmanship performed by LADWP and/or LADWP Contractors, shall all be warranted by LADWP for a minimum of one year from the date of installation. LADWP shall bear sole responsibility for LADWP Contractors and shall indemnify LAUSD as to all acts or omissions by LADWP Contractors as set forth in section 3 of Exhibit D "Temporary Access License Agreement," attached hereto. LAUSD and LADWP shall develop a schedule for installation of energy efficiency measures ("Schedule of Deliverables"). If at any point LADWP is unable to efficiently and timely meet the requirements of the Schedule of Deliverables, based on mutual agreement of the parties, LAUSD shall have the right to install agreed-upon energy efficiency measures at eligible LAUSD sites. LADWP shall reimburse LAUSD for all costs, including but not limited to, labor costs and materials costs, resulting from LAUSD's installation of agreed-upon energy efficiency measures in accordance with Section II hereof.

(iv) LADWP and/or LADWP Contractors shall purchase all necessary materials per approved scopes of work based on a mutually agreed upon procurement list of materials. No substitution of materials shall be permitted without written approval. If material delivery is delayed, thereby causing a delay in installation by LADWP and/or LADWP Contractors at a specific site, LADWP and/or LADWP Contractors shall return to the site to complete installation upon LAUSD receipt of the materials or reimburse LAUSD for installation if the materials are installed by LAUSD or another third-party vendor. In the event that LAUSD installs agreed upon energy efficiency measures at an LAUSD site, LAUSD shall utilize its contracts to purchase all materials per approved scopes of work based on a mutually agreed upon procurement list of materials. Pursuant to Section II hereof, LADWP shall reimburse LAUSD upon delivery of all invoices for approved materials and for all approved labor associated with LAUSD's installation of energy efficiency measures for eligible LAUSD projects.

(v) LAUSD shall select and provide qualified onsite inspectors, at each site, to inspect the work of LADWP crews and/or LADWP Contractors and ensure

compliance with applicable building codes. Pursuant to Section II hereof, LADWP shall reimburse LAUSD for labor charges for each person providing that inspection according to the most current LAUSD negotiated fully-burdened hourly rates for identified positions while working on approved project(s).

(vi) LADWP employees and LADWP Contractors will be supervised by LADWP staff; LAUSD employees will be supervised by LAUSD staff. LADWP will retain all responsibility for LADWP staff and LADWP Contractors. LAUSD will retain overall site responsibility on sites.

(vii) LAUSD, LADWP, and/or LADWP Contractor(s) will each establish, via written communication, one designated point of contact for daily coordination of work, reporting and assignments. LAUSD management will be responsible for tasking and assignment of LAUSD personnel to work on particular projects agreed on under the MOU. LAUSD management and/or an LAUSD designee will be the primary contact with site personnel and responsible to coordinate construction phasing of work.

(viii) Except to the extent permitted under Section II, each party will be solely responsible for the direct payment of salary and benefits to their respective employees and for updating and maintaining their respective employees' records for verification and reimbursement purposes. LAUSD shall assign qualified LAUSD employees to reasonably support LADWP energy efficiency projects at eligible sites throughout the Term of this MOU.

(c) Task List. Work under the MOU will proceed pursuant to a mutually agreed upon Task List. Modifications to this list of tasks due to unforeseen conditions, cost overruns, cancellations, lighting enhancements by manufacturers etc., shall be presented to the LAUSD Project Manager for review and final approval in his reasonable discretion.

(d) Access. LADWP's and/or LADWP's Contractors' access to any LAUSD facility and/or work at any LAUSD facility (whether under Section II, III, IV or V of this MOU), shall be subject to the conditions and requirements set forth in Exhibit D, "Temporary Access License Agreement," attached hereto. The terms of Exhibit D are hereby incorporated by this reference as if fully set forth herein. Prior to performing any work on an LAUSD site, LAUSD shall obtain any and all necessary governmental approvals, permits and consents (including, without limitation, from the California Division of the State Architect ("**DSA**") required for the performance of the work on such site. LADWP shall reimburse LAUSD for labor charges incurred for each architect and architect associate according to the most current LAUSD negotiated fully burdened hourly rates for identified positions while working on such approvals, permits, and consents for approved project(s).

(e) **Cost.** LADWP and LAUSD will contribute staff and/or LADWP Contractor time and materials as specified in relevant task orders approved by LAUSD and LADWP (each an “**Approved Task Order**”) for the not-to-exceed amounts indicated in the “Funding Amounts” section of this MOU for LADWP’s and/or LAUSD’s contributions for the DI portion of the Program. Each Approved Task Order shall set forth the scope of work and the approved Budget for LAUSD services for the work in question.

(i) No later than sixty (60) days after receipt of any invoice from LAUSD for any materials or LAUSD services relating to an Approved Task Order, LADWP shall reimburse LAUSD for (a) the amount of the invoice to the extent it does not exceed the Budget in the Approved Task Order, and (b) for any remaining portion of the invoice (in excess of such Budget) to the extent agreed upon by LADWP and LAUSD in their respective reasonable discretion after LADWP’s receipt of such invoice. In no event shall LAUSD’s reimbursement for materials costs be made contingent upon the installation of materials at the sites.

(ii) Through the Budget, Approved Task Order and invoicing process described above, LADWP will reimburse LAUSD for LAUSD contributions of employee time according to the most current LAUSD negotiated fully burdened hourly rates for identified positions at the time the work is being performed and for materials costs previously approved by the LADWP Construction Project Manager. LADWP shall not be limited to costs for design, installation and construction of funded items but shall extend to fund LAUSD staff and consultants for administrative, advising, and legal costs to prepare and work on projects.

(f) **Invoices.** LAUSD shall issue invoices to LADWP every other month for reimbursement. Invoices shall include reasonable supporting documentation as specified by LADWP. Labor reimbursements will be calculated based on fully burdened hourly billing rates for identified LAUSD positions based on the most current LAUSD negotiated hourly rates for identified positions at the time the work is being performed.

(g) **Inspection.** All work will be subject to daily inspection by LAUSD and shall be performed in compliance with all applicable laws, rules and regulations (including, without limitation, all policies, bulletins and rules of LAUSD). The LAUSD person that is inspecting the work shall approve (or disapprove, as applicable) all completed work at the end of each shift, which will be reviewed during project close out prior to LADWP demobilizing.

(h) **Close Out.** LAUSD, LADWP, LADWP Contractor(s), inspectors and supervisors shall meet at each site after 100 percent completion of the work to verify that all task items have been approved by the LAUSD person inspecting the work. Any outstanding items shall be identified, completed and or removed as directed by LAUSD prior to LADWP and/or LADWP Contractor(s) demobilizing to begin the next project, unless approved in writing by LAUSD.

(i) All excess material at the end of each project shall, to the extent that it was directly paid for by LADWP or that LADWP previously reimbursed LAUSD for its cost, be inventoried and at LADWP's discretion be returned, if acceptable by the vendor, for full credit to LADWP or logged and moved to a new LAUSD-LADWP Direct Install project site. Upon completion of a project, LAUSD shall report to LADWP the value of such LADWP-funded excess material inventoried, based on item count and unit price.

(i) **Prevailing Wage.** The LAUSD's Labor Compliance Department ("**LCD**"), as a state approved Labor Compliance enforcing agency, will monitor and enforce the applicable statutes, laws, and regulations governing the payment of prevailing wages to LADWP Contractors on the DI projects. LADWP, as the awarding body, agrees to cooperate with the LAUSD's LCD to monitor and enforce the payment of prevailing wages according to the terms and requirements set forth in the Memorandum of Understanding re. Labor Compliance Program Monitoring attached hereto and made a part hereof as Exhibit E, concurrently with this Agreement, and shall retain LAUSD to operate and enforce a labor compliance program ("Labor Compliance Program") in accordance therewith.

(j) **Performance Bond.** For all work that LADWP performs with LADWP Contractors, LADWP shall require its contractors and subcontractors to provide a performance bond with LAUSD as the obligee for 110% of the budget for that project.

Section III. LADWP SUPPORT FOR EDUCATION AND AWARENESS ACTIVITIES

LADWP and LAUSD together recognize the need and opportunity to regularly explore approaches to raising awareness about energy and water resources relating to its facilities and to the homes of students and their families. LADWP supports the development of educational/awareness efforts that may present opportunities for broader implementation, both throughout LAUSD facilities and across LADWP's larger base of customers. These educational methods can raise awareness around actionable measures and behaviors to increase efficient use of resources and educational training and classroom curricula/programs around efficiency for LAUSD staff and students.

(a) LADWP commits to fund such Educational and Awareness Activities ("**EAA**") in LAUSD facilities to a maximum of \$1,125,000 per year. LADWP and LAUSD agree that the following process will be followed to jointly agree to expend LADWP funding for any specific, individual EAA.

(i) Either LADWP or LAUSD may propose a specific EAA for LADWP funding.

(ii) LADWP and LAUSD will jointly review the proposed EAA.

(iii) LADWP and LAUSD will each reasonably determine if the proposed EAA has potential benefits to their respective broader efforts at a larger scale that warrant the investment.

(iv) If required funding is available, and LADWP and LAUSD both agree to undertake the EAA, LADWP will reserve the funding needed and deduct the reserved amount from the remaining available pool of funding for LAUSD EAA for the term year. For any approved EAA, the Parties will follow the invoicing and reimbursement process set forth in Section II.14 hereof.

(v) LAUSD will track outcomes from each funded EAA over time and provide a summary report to LADWP at the end of each term year, quantifying all outcomes (energy/water savings, number of students and staff trained, etc.) for each EAA.

(vi) Prior to the start of the EAA, LAUSD and LADWP shall jointly and reasonably determine, as applicable, goals, objectives, baselines, performance criteria, performance intervals, and measurement and verification procedures to determine the EAA's performance, and to determine if the EAA will be considered for broader use.

(vii) LADWP and LAUSD may require processing and approval of an internal co-branding request to allow the other to access its logo. Collateral aimed at promoting EAAs will be reviewed and approved by LAUSD and LADWP prior to production and/or distribution. Collateral includes but is not limited to written materials, web-based text and illustrations, factsheets, brochures, flyers, presentations, video or film intended for cable, television, or internet distribution, and radio spots. Reproduction of previously approved materials is permitted provided the collateral piece has not been modified in any way. Project collateral approved through the EAA strategy will cite that the project was made possible due to the funding provided by LADWP.

Section IV. LADWP FUNDING FOR LAUSD GREENING AND CLIMATE RESILIENCE ACTIVITIES

LADWP and LAUSD together recognize the need and opportunity to regularly explore greening and climate resilience approaches to optimizing water and energy use and increase the eco-benefits in LAUSD facilities. LADWP supports such greening and resilience efforts that may present opportunities for broader implementation, both throughout LAUSD facilities and across LADWP's larger base of customers. LADWP and LAUSD agree that LAUSD facilities present a unique opportunity towards achieving greening and resilience. For purposes hereof, "Greening and Resilience Activities" may include, but are not limited to:

- Tree opportunities assessments on campuses.
- Empty tree well planting.

- Turf or pavement removal for new tree wells & trees.
- Installation of micro forests.
- Educational projects about trees and participating in City Plants.
- Educational native and climate-ready gardens/landscapes.
- National Wildlife Federation (NWF) Certified landscapes.
- On-site stormwater capture and recharge.
- Best management practices.
- Low impact development infrastructure.
- Urban heat island mitigation measures.
- Piloting technologies supporting resilience.
- Related training for LAUSD maintenance and operations staff.

(a) Funding. LADWP commits to fund such Greening and Resilience Activities (“**GRA**”) in LAUSD facilities up to a maximum of \$2,250,000 per Term Year, the level of funding depending on availability of funds from LADWP sources. LADWP and LAUSD agree that the following process will be followed to jointly agree to expend LADWP funding for any specific, approved GRA Activity.

(i) Either LADWP or LAUSD may propose a specific GRA for LADWP funding.

(ii) LADWP and LAUSD will jointly review the proposed Activity.

(iii) LADWP and LAUSD will each reasonably determine if the proposed GRA has potential benefits to their respective broader efforts at a scale beyond that warrants the investment.

(iv) If required funding is available, and LADWP and LAUSD both agree to undertake the GRA, LADWP will reserve the funding needed and deduct the reserved amount from the remaining available pool of funding for LAUSD GRA for the Term Year. For any approved GRA, the Parties will follow the invoicing and reimbursement process set forth in Section II hereof, except for stormwater capture activities, the funding process for which shall be determined jointly by LADWP and LAUSD for each project.

(v) LAUSD will track outcomes from each funded GRA over time and provide a summary report to LADWP at the end of each Term Year, quantifying all outcomes (energy/water savings, number of students and staff trained, etc.) for each GRA.

(vi) Prior to the start of the GRA, LAUSD and LADWP shall jointly and reasonably determine, as applicable, goals, objectives, baselines, performance criteria, performance intervals, and measurement and verification procedures to determine the GRA's performance, and to determine if the GRA will be considered for broader use.

(vii) LADWP and LAUSD may require processing and approval of an internal co-branding request to allow the other to access its logo. Collateral aimed at promoting GRAs will be reviewed and approved by LAUSD and LADWP prior to production and/or distribution. Collateral includes but is not limited to written materials, web-based text and illustrations, factsheets, brochures, flyers, presentations, video or film intended for cable, television, or internet distribution, and radio spots. Reproduction of previously approved materials is permitted provided the collateral piece has not been modified in any way. Project collateral approved through the GRA strategy will cite that the project was made possible due to the funding provided by LADWP.

Section V. LADWP WATER CONSERVATION INCENTIVES

LADWP and LAUSD recognize the importance of installing water-efficient fixtures and devices at sites, especially during drought conditions that California is experiencing more frequently and severely. LADWP agrees to provide funding, up to \$1,125,000 per Term Year through existing water conservation programs, for the installation of high-efficiency fixtures and devices. LADWP shall reimburse LAUSD for any such costs of purchasing and installing such fixtures and devices within 60 days after receipt of LAUSD invoice (and in no event slower than LADWP reimburses its other customers for installation of such fixtures and devices), subject to an aggregate maximum reimbursement obligation of \$1,250,000 per Term Year.

Section VI. TERM; DESIGN; PAYMENT; MISCELLANEOUS

(a) **Term.** The term of this MOU shall be 54 months ("**Term**"), beginning on the Effective Date. Each 12-month period from the Effective Date is a "**Term Year**", except for the final Term Year which will be 6 months in duration. Funding allocations for the final Term Year (the 6-month period) shall not exceed \$10,000,000 for that Term Year.

(b) **Design.** The Parties shall confer and agree whether LAUSD or LADWP is responsible for designing a project within the Program. If LADWP will design the project, LADWP shall utilize the scoping documentation provided by LAUSD, and shall contract with engineers, architects, and designers, properly licensed, certified and experienced to fully design, prepare drawings and specifications, of the project, which must be approvable by the Division of the State Architect.

- (c) **Payment.** Payment to LAUSD under this MOU will be mailed by check to:

Los Angeles Unified School District
 Facilities Services Division - Program Support Services Branch
 333 South Beaudry Avenue, 21st Floor
 Los Angeles, CA 90017
 Attn: Cheryl Kim

(d) **Miscellaneous.** All of the covenants, conditions and provisions herein shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Neither party hereto may assign, delegate or otherwise transfer any of its right or obligations hereunder without the prior written consent of the other party in its sole and absolute discretion. This MOU may be executed in any number of counterparts which, when taken together, shall constitute a fully-executed original. This MOU shall be governed by the laws of the State of California without reference to its conflicts of law provisions. In case any one or more of the provisions contained in this MOU shall be deemed invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein shall in no way be affected or impaired thereby and shall be enforceable to the maximum extent permitted by law. The captions and headings in this MOU are inserted only as a matter of convenience and for reference, and they shall in no way be deemed to define, limit or describe the scope hereof or the intent of any provision hereof. In the event of a dispute between the Parties as to performance of Work or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. The provisions of this MOU shall not be amended or altered except by an agreement in writing signed and delivered by both of the parties hereto prior to it becoming effective. Any party may waive the satisfaction or performance of any conditions or agreements in this MOU which have been inserted for its benefit, so long as the waiver is signed by an authorized signatory of such party, specifies expressly the waived condition or agreement, and is delivered to the other party hereto. No such waiver of any provision hereof in one instance shall be deemed a waiver of any other provision hereof or a waiver of the same provision in any other instance. Consent to or approval of any act by one of the parties hereto shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act, nor shall any custom or practice which may grow up among the parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of one of the parties to insist upon the performance by any other party in strict accordance with said terms.

Section VII. CONCLUSION AND EXECUTION

The Parties hereby agree to the terms and conditions as set forth above.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives.

For: DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES BY BOARD OF WATER AND POWER COMMISSIONERS OF THE CITY OF LOS ANGELES By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this contract. By: _____ JANISSE QUIÑONES Chief Executive Officer and Chief Engineer General Manager Date: _____ And: _____ CHANTE L. MITCHELL Board Secretary	For: LOS ANGELES UNIFIED SCHOOL DISTRICT By: _____ JAIME TORRENS Senior Advisor to the Superintendent Date: _____
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EXHIBIT A
SCOPE OF WORK FORMAT

EXHIBIT A (LAUSD MOU)

LAUSD will provide CAFM Space Maps and LADWP Contractor Completes non-highlighted columns - (sample below). A standardized format is to be used in order to ensure the data can be sorted/filtered.

SCHOOL NAME

Item	CAFE ID	Building Number	Building	Floor	Space Allocation	Existing Lamp Type 34 Watt 34 Watt	New Lamp Type 34 Watt	Exit 10 Emergency Exit 34 Watt	Existing Lamp Type 34 Watt	Reduce Lamp Type 34 Watt	Existing Lamp Type 34 Watt	Reduce Lamp Type 34 Watt	Other Endings Wattage Future Wattage	Other New Wattage	247 Light Control Future	Future Height	Hours Of Operation	A Tanks	B Tanks	C Tanks	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16	Q17	Q18	Q19	Q20	Q21	Q22	Q23	Q24	Q25	Q26	Q27	Q28	Q29	Q30	Q31	Q32	Q33	Q34	Q35	Q36	Q37	Q38	Q39	Q40	Q41	Q42	Q43	Q44	Q45	Q46	Q47	Q48	Q49	Q50	Q51	Q52	Q53	Q54	Q55	Q56	Q57	Q58	Q59	Q60	Q61	Q62	Q63	Q64	Q65	Q66	Q67	Q68	Q69	Q70	Q71	Q72	Q73	Q74	Q75	Q76	Q77	Q78	Q79	Q80	Q81	Q82	Q83	Q84	Q85	Q86	Q87	Q88	Q89	Q90	Q91	Q92	Q93	Q94	Q95	Q96	Q97	Q98	Q99	Q100	Q101	Q102	Q103	Q104	Q105	Q106	Q107	Q108	Q109	Q110	Q111	Q112	Q113	Q114	Q115	Q116	Q117	Q118	Q119	Q120	Q121	Q122	Q123	Q124	Q125	Q126	Q127	Q128	Q129	Q130	Q131	Q132	Q133	Q134	Q135	Q136	Q137	Q138	Q139	Q140	Q141	Q142	Q143	Q144	Q145	Q146	Q147	Q148	Q149	Q150	Q151	Q152	Q153	Q154	Q155	Q156	Q157	Q158	Q159	Q160	Q161	Q162	Q163	Q164	Q165	Q166	Q167	Q168	Q169	Q170	Q171	Q172	Q173	Q174	Q175	Q176	Q177	Q178	Q179	Q180	Q181	Q182	Q183	Q184	Q185	Q186	Q187	Q188	Q189	Q190	Q191	Q192	Q193	Q194	Q195	Q196	Q197	Q198	Q199	Q200	Q201	Q202	Q203	Q204	Q205	Q206	Q207	Q208	Q209	Q210	Q211	Q212	Q213	Q214	Q215	Q216	Q217	Q218	Q219	Q220	Q221	Q222	Q223	Q224	Q225	Q226	Q227	Q228	Q229	Q230	Q231	Q232	Q233	Q234	Q235	Q236	Q237	Q238	Q239	Q240	Q241	Q242	Q243	Q244	Q245	Q246	Q247	Q248	Q249	Q250	Q251	Q252	Q253	Q254	Q255	Q256	Q257	Q258	Q259	Q260	Q261	Q262	Q263	Q264	Q265	Q266	Q267	Q268	Q269	Q270	Q271	Q272	Q273	Q274	Q275	Q276	Q277	Q278	Q279	Q280	Q281	Q282	Q283	Q284	Q285	Q286	Q287	Q288	Q289	Q290	Q291	Q292	Q293	Q294	Q295	Q296	Q297	Q298	Q299	Q300	Q301	Q302	Q303	Q304	Q305	Q306	Q307	Q308	Q309	Q310	Q311	Q312	Q313	Q314	Q315	Q316	Q317	Q318	Q319	Q320	Q321	Q322	Q323	Q324	Q325	Q326	Q327	Q328	Q329	Q330	Q331	Q332	Q333	Q334	Q335	Q336	Q337	Q338	Q339	Q340	Q341	Q342	Q343	Q344	Q345	Q346	Q347	Q348	Q349	Q350	Q351	Q352	Q353	Q354	Q355	Q356	Q357	Q358	Q359	Q360	Q361	Q362	Q363	Q364	Q365	Q366	Q367	Q368	Q369	Q370	Q371	Q372	Q373	Q374	Q375	Q376	Q377	Q378	Q379	Q380	Q381	Q382	Q383	Q384	Q385	Q386	Q387	Q388	Q389	Q390	Q391	Q392	Q393	Q394	Q395	Q396	Q397	Q398	Q399	Q400	Q401	Q402	Q403	Q404	Q405	Q406	Q407	Q408	Q409	Q410	Q411	Q412	Q413	Q414	Q415	Q416	Q417	Q418	Q419	Q420	Q421	Q422	Q423	Q424	Q425	Q426	Q427	Q428	Q429	Q430	Q431	Q432	Q433	Q434	Q435	Q436	Q437	Q438	Q439	Q440	Q441	Q442	Q443	Q444	Q445	Q446	Q447	Q448	Q449	Q450	Q451	Q452	Q453	Q454	Q455	Q456	Q457	Q458	Q459	Q460	Q461	Q462	Q463	Q464	Q465	Q466	Q467	Q468	Q469	Q470	Q471	Q472	Q473	Q474	Q475	Q476	Q477	Q478	Q479	Q480	Q481	Q482	Q483	Q484	Q485	Q486	Q487	Q488	Q489	Q490	Q491	Q492	Q493	Q494	Q495	Q496	Q497	Q498	Q499	Q500	Q501	Q502	Q503	Q504	Q505	Q506	Q507	Q508	Q509	Q510	Q511	Q512	Q513	Q514	Q515	Q516	Q517	Q518	Q519	Q520	Q521	Q522	Q523	Q524	Q525	Q526	Q527	Q528	Q529	Q530	Q531	Q532	Q533	Q534	Q535	Q536	Q537	Q538	Q539	Q540	Q541	Q542	Q543	Q544	Q545	Q546	Q547	Q548	Q549	Q550	Q551	Q552	Q553	Q554	Q555	Q556	Q557	Q558	Q559	Q560	Q561	Q562	Q563	Q564	Q565	Q566	Q567	Q568	Q569	Q570	Q571	Q572	Q573	Q574	Q575	Q576	Q577	Q578	Q579	Q580	Q581	Q582	Q583	Q584	Q585	Q586	Q587	Q588	Q589	Q590	Q591	Q592	Q593	Q594	Q595	Q596	Q597	Q598	Q599	Q600	Q601	Q602	Q603	Q604	Q605	Q606	Q607	Q608	Q609	Q610	Q611	Q612	Q613	Q614	Q615	Q616	Q617	Q618	Q619	Q620	Q621	Q622	Q623	Q624	Q625	Q626	Q627	Q628	Q629	Q630	Q631	Q632	Q633	Q634	Q635	Q636	Q637	Q638	Q639	Q640	Q641	Q642	Q643	Q644	Q645	Q646	Q647	Q648	Q649	Q650	Q651	Q652	Q653	Q654	Q655	Q656	Q657	Q658	Q659	Q660	Q661	Q662	Q663	Q664	Q665	Q666	Q667	Q668	Q669	Q670	Q671	Q672	Q673	Q674	Q675	Q676	Q677	Q678	Q679	Q680	Q681	Q682	Q683	Q684	Q685	Q686	Q687	Q688	Q689	Q690	Q691	Q692	Q693	Q694	Q695	Q696	Q697	Q698	Q699	Q700	Q701	Q702	Q703	Q704	Q705	Q706	Q707	Q708	Q709	Q710	Q711	Q712	Q713	Q714	Q715	Q716	Q717	Q718	Q719	Q720	Q721	Q722	Q723	Q724	Q725	Q726	Q727	Q728	Q729	Q730	Q731	Q732	Q733	Q734	Q735	Q736	Q737	Q738	Q739	Q740	Q741	Q742	Q743	Q744	Q745	Q746	Q747	Q748	Q749	Q750	Q751	Q752	Q753	Q754	Q755	Q756	Q757	Q758	Q759	Q760	Q761	Q762	Q763	Q764	Q765	Q766	Q767	Q768	Q769	Q770	Q771	Q772	Q773	Q774	Q775	Q776	Q777	Q778	Q779	Q780	Q781	Q782	Q783	Q784	Q785	Q786	Q787	Q788	Q789	Q790	Q791	Q792	Q793	Q794	Q795	Q796	Q797	Q798	Q799	Q800	Q801	Q802	Q803	Q804	Q805	Q806	Q807	Q808	Q809	Q810	Q811	Q812	Q813	Q814	Q815	Q816	Q817	Q818	Q819	Q820	Q821	Q822	Q823	Q824	Q825	Q826	Q827	Q828	Q829	Q830	Q831	Q832	Q833	Q834	Q835	Q836	Q837	Q838	Q839	Q840	Q841	Q842	Q843	Q844	Q845	Q846	Q847	Q848	Q849	Q850	Q851	Q852	Q853	Q854	Q855	Q856	Q857	Q858	Q859	Q860	Q861	Q862	Q863	Q864	Q865	Q866	Q867	Q868	Q869	Q870	Q871	Q872	Q873	Q874	Q875	Q876	Q877	Q878	Q879	Q880	Q881	Q882	Q883	Q884	Q885	Q886	Q887	Q888	Q889	Q890	Q891	Q892	Q893	Q894	Q895	Q896	Q897	Q898	Q899	Q900	Q901	Q902	Q903	Q904	Q905	Q906	Q907	Q908	Q909	Q910	Q911	Q912	Q913	Q914	Q915	Q916	Q917	Q918	Q919	Q920	Q921	Q922	Q923	Q924	Q925	Q926	Q927	Q928	Q929	Q930	Q931	Q932	Q933	Q934	Q935	Q936	Q937	Q938	Q939	Q940	Q941	Q942	Q943	Q944	Q945	Q946	Q947	Q948	Q949	Q950	Q951	Q952	Q953	Q954	Q955	Q956	Q957	Q958	Q959	Q960	Q961	Q962	Q963	Q964	Q965	Q966	Q967	Q968	Q969	Q970	Q971	Q972	Q973	Q974	Q975	Q976	Q977	Q978	Q979	Q980	Q981	Q982	Q983	Q984	Q985	Q986	Q987	Q988	Q989	Q990	Q991	Q992	Q993	Q994	Q995	Q996	Q997	Q998	Q999	Q1000	Q1001	Q1002	Q1003	Q1004	Q1005	Q1006	Q1007	Q1008	Q1009	Q1010	Q1011	Q1012	Q1013	Q1014	Q1015	Q1016	Q1017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EXHIBIT B

LIST OF AGREED UPON NON-ECMS

Non-ECM Definition:

For this purpose, Non-ECM are defined as any items that are not covered under the Commercial Direct Install CDI program offered by LADWP. For clarity the team identified the following items as non-ECM.

Non – ECM's - List of items including but not limited to:

- Ancillary Material
- Asbestos-Containing Materials (ACM)/LEAD
- B1A – Control Wiring
- Caulking
- Commissioning
- Dailies & Look Ahead
- Department of Justice
- Downtime
- Equipment Rental
- Fit Testing
- Grounding & Bonding
- Inventory
- Job set up
- Lens Replacement
- Lift Preparation
- Material Handling
- Mockup
- Obstructions
- Punchlist Items
- Relay Identification
- Run Conduit
- Trash

Further description of Non-ECM

- **Ancillary Material** – (Walters, JC Supply, Home Depot, All Phase, McMaster-Carr Supply, etc.)
 - Grounding materials –(material) screws / wires
 - Lead & Asbestos Signs (material) – Notices that are posted on site per John Crabtree
 - Drawings (material) – to print for the school to mark up on site (printing per page)

- Walters – (material) – silicone sealant, wire, screws, wire nuts, misc. parts
- PPE (material) – lead and asbestos materials- (masks, filters, hepa vac, certified drills)
- **Asbestos Containing Materials (ACM)**
 - (ACM)/LEAD: Set up, containment, and cleanup of each area in which drilling is to be performed.
 - ACM testing – sample testing – yearly testing requirement for ACM work.
- **B1A Control wiring** – Per unit to run wire to fixtures in single row to connect relay as an alternate to placing a relay in each fixture individually.
- **Caulking** – Time spent to seal, where required, around exterior fixtures to prevent water and/or dust damage.
- **Commissioning** - Programming of the relays on the EnOcean system (using the laptop).
- **Dailies & Look Ahead** – Tracking spreadsheets documenting progress nightly/ room reports/ walking areas for look ahead scheduling to be provided to school/ logistical-planning.
- **DOJ** – Department of Justice
 - **Live Scan reimbursement** – provide the names of the individuals for reimbursement cost of actual report.
 - **Live Scan time spent** – hours spent to get fingerprinted and obtain report.
- **Downtime (hourly)** – Time spent awaiting LAUSD to resolve an issue preventing work from proceeding:
 - Caused by access restrictions, show up/scheduling problems and/or
 - Obstructions and unforeseen conditions.
- **Equipment rental (costs)**
 - Containers Rental: 20ft or 40ft (Mobile Mini, Haulaway, etc.)
 - Fencing Rental: (United Rentals, Rent A Fence, etc.)
 - Portable Restroom/Sink Rental: (United Rentals, etc.)
 - Dumpster Rental: (Transpacific, CR&R, etc.)
 - Lift rentals, and plywood for floor protection.
- **Fit Testing (hours)** -doctor testing to make sure they can work with a mask on for lead/asbestos work.
- **Grounding & Bonding Labor-** To reattach (attach) grounding wire to fixture with screw (per LAUSD requirement).
- **Inventory** – Counting the containers worth of material, accounting for all

incoming and outgoing material through project progression.

- **Job Set up–**
 - Walking the entire site for planning initially against the scopes, planning and staging of material.
 - Delivery and set up of tools and materials.
 - Removal of job-related materials
- **Lens Replacement** –(hours) for installing new lenses in place of broken lenses that the district provided.
- **Lift preparation for gym lights** – flooring protection, sheets of wood, pushing one man lift around.
- **Material Handling** –
 - Receiving Materials - employees called to site, or employees that were already on site installing, offloading truck of fixtures/sensors into the bins (taking pallets down to load into the containers), employees controlling the traffic around deliveries.
 - Receiving Bins – employee on site to receive containers to hold material, employee controlling the traffic around delivery.
 - Receiving Recycle Products – employee on site to receive boxes for lamps and barrels for ballasts.
- **Mockup** – testing out new product for district review.
- **Obstructions** - Moving items out of the way to access fixtures – blocked areas that must be cleared (in special needs classrooms, exact room replication required).
- **Punchlist Items** – going back through the school to run through any open items the district requested review and/or modification on.
- **Relay Identification** - Marking stickers for relays on the fixture itself & producing/providing to LAUSD as built drawings to identify relay placements as requested per site.
- **Run conduit** - For exterior fixtures; based on existing wiring conditions.
- **Trash** –
 - Trash Removal – coming to pick up trash, load in van, taking back to warehouse to unload and dispose of.
 - Breaking down trash onsite to fit in bins – break down boxes to fit into the containers for storage until pick up.

EXHIBIT C LAUSD EMPLOYEE RATE STRUCTURE

Exhibit C: LAUSD Employee Rate Structure									
Class Title	Class Code	Base Hourly Rate	Unburdened	Fully Burdened Rates					
				FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	
ADMINISTRATIVE ANALYST	5073	\$56.96	\$89.53	\$138.96	\$141.74	\$144.57	\$147.46	\$150.41	
AREA ELECTRICAL SUPERVISOR	3206	\$65.29	\$100.89	\$156.47	\$159.60	\$162.79	\$166.05	\$169.37	
AREA PAINTING SUPERVISOR	3276	\$51.84	\$82.54	\$128.20	\$130.76	\$133.38	\$136.05	\$138.77	
ASBESTOS ABATEMENT ASSISTANT	3792	\$33.68	\$57.74	\$90.02	\$91.82	\$93.66	\$95.53	\$97.44	
ASBESTOS SURVEYOR	3790	\$35.18	\$59.80	\$93.18	\$95.04	\$96.94	\$98.88	\$100.86	
CARPENTER	3436	\$45.52	\$73.91	\$114.91	\$117.21	\$119.55	\$121.94	\$124.38	
ELECTRICIAN	3321	\$50.00	\$80.03	\$124.33	\$126.82	\$129.36	\$131.95	\$134.59	
ENGINEERING AIDE	1581	\$33.00	\$56.82	\$88.60	\$90.37	\$92.18	\$94.02	\$95.90	
FACILITIES PROJECT MANAGER II	1415	\$73.30	\$111.82	\$173.29	\$176.76	\$180.30	\$183.91	\$187.59	
LOCKSMITH	3446	\$45.52	\$73.91	\$114.91	\$117.21	\$119.55	\$121.94	\$124.38	
MAINTENANCE WORKER	3780	\$33.68	\$57.74	\$90.02	\$91.82	\$93.66	\$95.53	\$97.44	
OFFICE TECHNICIAN	2828	\$30.70	\$53.68	\$83.76	\$85.44	\$87.15	\$88.89	\$90.67	
PAINTER	3476	\$35.30	\$59.95	\$93.42	\$95.29	\$97.20	\$99.14	\$101.12	
PLANT MANAGER III	4037	\$40.16	\$66.59	\$103.64	\$105.71	\$107.82	\$109.98	\$112.18	
PLASTERER AND CEMENT FINISHER	3331	\$42.25	\$69.45	\$108.05	\$110.21	\$112.41	\$114.66	\$116.95	
SENIOR ELECTRICIAN	3306	\$55.00	\$86.85	\$134.84	\$137.54	\$140.29	\$143.10	\$145.96	
SENIOR PAINTER	3421	\$38.82	\$64.76	\$100.83	\$102.85	\$104.91	\$107.01	\$109.15	

1. The billing rates for fiscal years subsequent to FY 2024-25 are subject to change due an estimated 2% cost of living adjustment (COLA) increase and Bargaining Unit Agreement adjustments. Updates will be provided to reflect changes in the unburdened rates when ratified.

EXHIBIT D TEMPORARY ACCESS LICENSE AGREEMENT

This Temporary Access License Agreement ("License") is made by and between the LOS ANGELES UNIFIED SCHOOL DISTRICT (the "District") and the LOS ANGELES DEPARTMENT OF WATER AND POWER ("LADWP"), together referred to as the "Parties," with respect to the following:

RECITALS

Whereas, the District is the owner of real property located at various sites in Los Angeles County ("School Sites").

Whereas, the District and LADWP now wish to enter into this License to permit the LADWP to conduct the installation of various direct install energy efficiency measures at the various School Sites, subject to the terms identified below.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between the undersigned Parties as follows:

1. Temporary License

The District grants LADWP, its contractors and subcontractors a license to enter the School Site to conduct the Scope of Work, defined below, which will or may include the following:

Location: The locations are school sites throughout the District within LADWP service territory.

Staging Area: Upon execution of this License, the District and LADWP shall agree upon a location for the staging area for activities necessary or prudent to complete the Scope of Work, as defined below, at the School Site. LADWP, at its sole expense, shall install a temporary fence and gates around the perimeter of the staging area to maintain staging area security, safety and eliminate interference with the installation of energy efficiency measures.

Scope of Work: Perform Direct Install energy efficiency measures in LAUSD facilities within LADWP service territory.

Pursuant to Paragraph 10 of this License, LADWP will provide a minimum of 72 hours advance notice to the District and School Site of the date of planned Work.

2. Manner of Work

LADWP agrees to utilize its best efforts to minimize noise, fumes, dust and other similar effects in conducting the Scope of Work and shall not otherwise interfere with the operations of the School Sites.

3. Indemnification

- a. LADWP shall indemnify, defend, and hold harmless the District, its agents, representatives, employees, and Board Members from any and all claims, actions, losses, liabilities, damages, fees, and/or costs arising directly from the negligence or willful activities or misconduct of LADWP and its contractors, consultants, or subcontractors in performing the Work pursuant to this Agreement. LADWP, its representatives, members, consultants, and agents, shall not be responsible for any liability which arises from the negligence or willful activities or misconduct of the District, its agents, representatives, employees, students, and Board Members.
- b. The District shall indemnify, defend, and hold harmless LADWP, its agents, representatives, employees, and Board Members from any and all claims, actions, losses, liabilities, damages, fees, and/or costs arising directly from the negligence or willful activities or misconduct of the District and its contractors, consultants, or subcontractors in performing the Work pursuant to this Agreement. The District, its representatives, members, consultants, and agents, shall not be responsible for any liability which arises from the negligence or willful activities or misconduct of LADWP, its agents, representatives, employees, and Board members.

4. Insurance

LADWP shall, at its sole cost and expense, maintain in effect, during the term of this agreement, the following insurance coverage to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with LADWP's fulfillment of any of its obligations under this Agreement:

- a. General Liability Insurance, including both bodily injury and property damage, with limits as follows:
 - i. \$3,000,000 per occurrence
 - ii. \$100,000 fire damage
 - iii. \$5,000 med expenses
 - iv. \$1,000,000 personal & adv. injury
 - v. \$3,000,000 general aggregate
 - vi. \$3,000,000 products/completed operations aggregate
- b. Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.
- c. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A -Statutory Limits

Part B -Employer's Liability -\$1,000,000/\$1,000,000/\$1,000,000

It is understood that the Los Angeles Department of Water and Power is a self-insured entity. The LADWP shall provide a letter of self-insurance evidencing its ability to meet the above insurance requirements. Said insurance shall inure to the benefit of the District only to the extent of the LADWP's Indemnity obligations. The Self Insured letter shall be accepted in full satisfaction of this requirement until the expiration or termination of this agreement.

5. Restoration of Property

Promptly after performing the Scope of Work, LADWP shall restore the School Site to the condition that existed prior to the execution of this License.

6. Compliance with Applicable Laws

LADWP agrees that all activities performed pursuant to this License shall comply with all applicable local, state and federal laws, including, but not limited to, statutes, regulations, codes, rules and ordinances.

7. Governing Law

This License shall be governed by and interpreted pursuant to California law.

8. Entire Agreement

The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the subject matter of this License. This License may be amended only by written instrument signed by both Parties.

9. Relationship of the Parties

The Parties expressly disavow any intent or desire to create a partnership, joint venture, joint enterprise, principal and agent, or any other business relationship by entering into this License other than that of licensor and licensee.

10. Approval and Notices

Any approval, disapproval, demand or other notice which either party may desire or is required to give to the other party must be in writing or by electronic mail (e-mail) transmission.

To the District:

Christos Chrysiliou FAIA, CCM, LEED AP
Chief Eco-Sustainability Officer
LAUSD – Office of ECO-Sustainability
333 S. Beaudry Avenue, 22nd Floor
Los Angeles, California 90017
Phone: (213) 241-0482
Email: christos.chrysiliou@lausd.net

With a Copy to:

Los Angeles Unified School District
 Office of the General Counsel
 333 South Beaudry Ave., 23rd Floor
 Los Angeles, California 90017
 Attn: Chief Facilities Counsel

To LADWP:

Ashley Negrete
 Customer Programs Management Unit Manager
 Los Angeles Department of Water and Power
 111 N Hope Street, Room 1057
 Los Angeles, California 90012
 Phone: (213) (213) 367-4034
 Email: ashley.negrete@ladwp.com

11. Counterparts

This License agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

12. Term

The term of this License shall be from _____, 20__ through _____, 20__.

13. Fingerprinting

LADWP shall at all times comply with the requirements of California Education Code sections 45125.1 and 45125.2, and LADWP shall perform all of the following acts:

- a. LADWP shall ensure that during the course of all work performed pursuant to this agreement and the MOU, all LADWP staff, contractors, subcontractors and/or agents shall have limited contact with District pupils. To ensure such limited contact, all work shall be performed after 3:00pm on days when school is in session at the School Site, no pupils shall be in close proximity to the site where the work will be performed, and no LADWP staff, contractor and/or subcontractor shall be working alone.
- b. In compliance with California Education Code section 45125.2, LADWP will further assure pupil safety by ensuring and requiring continual supervision and monitoring by LADWP and/or LADWP Contractors in the following manner: An employee(s) of LADWP and/or LADWP's contractors or subcontractors shall submit his or her fingerprints to the Department of Justice pursuant to subdivision (a) of California Code of Education section 45125.1. LADWP shall certify that said employee(s) has not been convicted of a felony as defined in California Education Code section

45122.1 and said employee(s) of LADWP and/or LADWP's contractors or subcontractors shall continually supervise and monitor all LADWP staff, contractors, subcontractors and/or agents while on the School Sites. LADWP shall provide such certification, in writing, to the District's Office of Risk Management and Insurance Services (ORMIS) using the District's fingerprinting certification and waiver justification form (Attached hereto as Attachment A).

14. Use of Name or Endorsements

LADWP and LAUSD shall not use the name, logo, trademark, tradename, or service mark of the other Party on or with regard to any product or service directly or indirectly related to such other Party's Program or this Agreement, without the prior written approval of the other Party. By entering into this Agreement, no Party directly or indirectly endorses any product or service provided, or to be provided, by a Party, its successors or assignees. Any press or media release regarding this Agreement by one Party which includes the name, logo or otherwise references the other Party must be agreed to in advance by the other Party, which Agreement shall not be unreasonably withheld.

The below document is reference to Exhibit D, Section 13. Fingerprinting, the District's fingerprinting certification and waiver justification form.



TO: Los Angeles Unified School District
Insurance & Risk Finance
Division of Risk Management &
Insurance Services
333 S. Beaudry Ave., 28th Floor
Los Angeles, CA 90017

Attachment A
FROM: Name _____
Address _____
City _____
State _____ Zip _____

Fingerprint and Criminal Background Check Certification

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement (Number _____) between the Los Angeles Unified School District ("DISTRICT") and the Individual _____ company or contractor named ("VENDOR," for provision of _____ services.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

REQUIREMENTS SATISFIED:

- ☐ A) The VENDOR hereby certifies to the DISTRICT'S governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED

~OR~

WAIVER JUSTIFICATION

- ☐ B) The VENDOR qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.

- ☐ The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
- ☐ The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas, whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1 (c)]
- ☐ The VENDOR and its employees will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2 (a)]
- ~Check all methods to be used:
- ☐ 1) Installation of a physical barrier at the worksite to limit contact with students
- ☐ 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ
- ☐ 3) Surveillance of employees of the VENDOR by school personnel
- ☐ The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR'S sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of VENDOR provided services.

Authorized VENDOR signature Printed Name Title Date

SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED

[SIGNATURE LOCK]

EXHIBIT E

PREVAILING WAGE ENFORCEMENT

Exhibit E

Memorandum of Understanding

By and Between the Los Angeles Unified School District and **LADWP**

This Memorandum of Understanding (“MOU”) is dated this ____ day of _____ (“Effective Date”) by and between the Los Angeles Unified School District (“LAUSD” and/or “District”), a political subdivision of the State of California, and **Los Angeles Department of Water and Power (“LADWP”)**, a municipal corporation, organized and existing under the laws of the State of California. The District and **LADWP** are herein sometimes collectively referred to as the “Parties”.

Whereas, the California Labor Code requires the payment of prevailing wages which requires all workers employed on a public works project be paid not less than the general prevailing wage rate of per diem wages, including but not limited to payment for travel and subsistence; and not less than the general prevailing rate of per diem wages for holiday, overtime and shift differential work, as determined by the California State Director of Industrial Relations for each craft, classification or type of work needed to execute the work.

Whereas, **LADWP** intends to **among other things oversee a direct install program** upon certain LAUSD-owned real property which will be partially or fully publicly funded known as **direct install program** (“project”) located at **various District sites**.

Whereas, the District operates a state-approved Labor Compliance Program acting with delegated authority from the Labor Commissioner to enforce the applicable statutes, laws, and regulations governing the payment of prevailing wages;

Whereas, it is the intent of the District to actively enforce this program upon all District construction sites requiring the payment of prevailing wage rates.

Now, therefore, in consideration of the mutual covenants and terms contained herein, the parties agree as follows:

1. Principles of Agreement

The District’s Labor Compliance Department (“LCD”), as the enforcing agency, will monitor and enforce the applicable statutes, laws, and regulations governing the payment of prevailing wages on the project. **LADWP**, as the awarding body, agrees to cooperate with the District LCD to monitor and enforce the payment of prevailing wages, including, but not limited, to the withholding of contract

payments where necessary on the project and the depositing of any and all penalties incurred as a result of enforcement to the District.

2. **LADWP Rights and Obligations**

- 2.1. In General. **LADWP** through and by its Principal agrees to assist the LCD in investigation, monitoring and enforcement of prevailing wage laws and regulations.
- 2.2. Compliance with Awarding Body responsibilities as defined in California Labor Code Section 1720-1861. **LADWP** through and by its Principal shall comply with the “awarding body” responsibilities as defined in Labor Code section 1720 – 1861 which include, but is not limited to:
 - 2.2.1. **LADWP** shall take cognizance of prevailing wage violations committed in the course of the execution of contracts and shall promptly report suspected violations to the LCD.
 - 2.2.2. **LADWP** shall ensure compliance with contractor and subcontractor Public Works Contractor registration requirements as defined in Labor Code 1771.1.
 - 2.2.3. **LADWP** shall ensure any and all contracts issued pursuant to the Developer/Operator Agreement with the District include language identifying the contract as a public work subject to the prevailing wage requirements.
- 2.3. Prevailing Wage Applicability. **LADWP** through and by its Principal shall refer all contracts related to the Developer/Operator Agreement with the District to the LCD to determine prevailing wage applicability.
- 2.4. Labor Compliance Program Approval and Listing of Prevailing Wage Requirements in Bid and Contract Documents.
 - 2.4.1. **LADWP** agrees to include in all bid invitations:
 - a. Attachment A – Notice of Labor Compliance Program Approval in accordance with the requirements of Title 8 CCR section 16429;
 - b. Attachment B – Bid Language for LAUSD Labor Compliance Enforcement
 - 2.4.2. **LADWP** agrees to include in all contracts:
 - a. Attachment A – Notice of Labor Compliance Program Approval in accordance with the requirements of Title 8 CCR section 16429;
 - b. Attachment C – General Conditions for LAUSD Labor Compliance Enforcement
- 2.5. Documents and Information. **LADWP** agrees to provide any and all contracts issued pursuant to the Developer Agreement to the LCD. In addition, the below information and resources will be provided to the LCD for the purposes of monitoring, investigating, and enforcement of prevailing wages:
 - a. Bid Invitation and Proof of Publication
 - b. Contact person for Labor Compliance matters

- i. Contact Information of Project Manager in charge for both Prime Contractor and District Representative
 - ii. Pre-Job/Pre-Bid Notification
 - iii. **LADWP** Project Manager
- c. Contract Documents
 - i. Contract Language (General Conditions)
 - ii. Copy of Fully Executed Contract Agreement
 - iii. Proof of Insurance from Prime Contractor/Subcontractors (Bonding Companies with bond number)
 - iv. Scope of Work and General Conditions of Contract
 - v. Copy of Request for Proposals/Request for Qualifications
 - vi. Bid Tabulation and Selection of Prime Contractor with Award Amounts and Bid Amounts
 - vii. Notice to Proceed
 - viii. List of Contact Information for Prime and all Subcontractors
 - ix. Notice of Completion
- d. Project Documents
 - i. Inspection Reports
 - ii. Daily Construction Reports
- e. Other documents as deemed necessary

2.6. Public Works Project Award Notification (PWC 100 form) to DIR. Pursuant to Labor Code section 1773.3, **LADWP** shall, within thirty (30) days of award submit the PWC-100 form to the Department of Industrial Relations (“DIR”). **LADWP** will indicate Los Angeles Unified School District Labor Compliance Department as the agency responsible for carrying out the Awarding Body’s Labor Compliance Program for the project. The following contact information will be included on the form:

Name: Jessica Tam

Email Address: lcp@lausd.net

Contact Number: (213) 241-4665

Prior to issuance of final payment due to the contractor, **LADWP** shall update the PWC-100 form to provide a complete list of all subcontractors at the same time notifying the LCD.

2.7. Notice of Withholding of Contract Payments. **LADWP** agrees to assist the LCD in the investigation, monitoring, and enforcement of prevailing wages including, but not limited to, the withholding of contract funds as determined by the LCD. **LADWP** will withhold contract payments pursuant to Labor Code section 1727(a) from contractors when a Notice of Withholding Contract Payments has been issued by the LCD. When there has been a final determination that a contractor has violated prevailing wage requirements, whether through non-response, settlement agreement, decision by the DIR, or any other means, funds in an amount equal to the amount of back wages, training funds, penalties, and liquidated damages assessed shall be deemed forfeited by the contractor. Penalties forfeited by contractors pursuant to the LCD actions under this MOU shall be deposited to the LAUSD.

- 2.8. Job Site Posting at Project – LAUSD Monitoring. **LADWP** agrees to post Attachments A and D at the job site to inform the public and workers that this is a project monitored by a DIR approved Labor Compliance Program and that the payment of prevailing wages is required.
- 2.9. Site Visits – LAUSD Monitoring. **LADWP** agrees to allow LAUSD and representatives from LAUSD’s Work Preservation Group access to project to conduct in-person inspections at the job site randomly or as deemed necessary by the LCD. Activities will include interviewing workers while working, taking pictures of workers and/or project site.
- 2.10. No LAUSD Liability. **LADWP** understands and agrees that LAUSD is not a guarantor of, nor responsible for noncompliance with Labor Code 1771.1, 1773.3, 1781, and/or 1782. LAUSD shall incur no liability of any kind of reason of monitoring prevailing wage compliance and shall indemnify and defend LAUSD from any and all liability, claims, and/or damages that may arise directly or indirectly from Construction or the Project, except to the extent that such liability, claim, and/or damages arise from LAUSD’s breach of this MOU Agreement, gross negligence or willfull misconduct.
- 2.11. Miscellaneous. – Upon receipt, **LADWP** will immediately forward to the LCD all Labor Compliance-related complaints and requests, including, but not limited to, requests for Certified Payroll Reports and stop notices issued by the Department of Industrial Relations. Additionally, any and all documents intended for the LCD sent to **LADWP** shall be immediately forwarded to the LCD upon receipt by **LADWP**.

3. LAUSD’s Rights and Obligations

- 3.1. In General. LAUSD acknowledges that the purpose of this MOU is to provide prevailing wage monitoring and enforcement services to **LADWP**. The LCD will be responsible in conducting all prevailing wage monitoring and enforcement activities as required by the California Labor Code and California Code of Regulations.
- 3.2. Expenses and Costs. Expenses and costs associated with the monitoring, investigation, and enforcement of prevailing wages will be the responsibility of LAUSD.
- 3.3. LCD Administration. The LCD shall maintain its status as an approved Labor Compliance Program and continue to perform all duties and responsibilities required of such program. The LCD will provide the following administrative duties:
- 3.3.1.1. Receive and maintain Certified Payroll Reports (“CPRs”) and all related payroll records;
 - 3.3.1.2. Act as Custodian of Record for labor compliance related documents for the project;
 - 3.3.1.3. Respond to all public record request(s) for Labor Compliance-related documents in a timely manner;
 - 3.3.1.4. Maintain a database of all incidents of non-compliance of prevailing wage requirements on project. Contractors/subcontractors found to be in non-

compliance with prevailing wage requirements will have their assessments posted at <http://www.laschools.org/contractor/lc/documents/download/lc-assessments/lc-assessments.xls> for three (3) years.

- 3.4. Education. The LCD will provide education to contractors and subcontractors in the prevailing wage requirements. Education activities to be provided by the LCD shall include the following:

- 3.4.1.1. Labor Compliance Certification class;
- 3.4.1.2. Labor Compliance Re-certification class;
- 3.4.1.3. Online Certified Payroll Reporting System Hands-On Training;
- 3.4.1.4. Attendance of pre-construction/job start meetings to explain prevailing wage requirements to all contractors present;
- 3.4.1.5. Labor Compliance pre-job conference video available via LAUSD LCD website.

- 3.5. LCD Monitoring and Enforcement. The LCD shall monitor and analyze contractors' compliance with the prevailing wage requirements as mandated by the California Labor Code and California Code of Regulations. Monitoring and analysis by the LCD shall include but not be limited to the following:

- 3.5.1.1. Require contractors and subcontractors of every tier to submit CPRs to the District's Online Certified Payroll Reporting system on a weekly basis.
- 3.5.1.2. Monitor, review and confirm contractors' CPRs to ensure compliance with State prevailing wage laws and requirements.
- 3.5.1.3. Investigate and resolve prevailing wage issues arising with from monitoring, review and confirmation of CPRs.
- 3.5.1.4. Respond to complaints and conduct investigations into allegations of noncompliance of prevailing wages.
- 3.5.1.5. Conduct source document reviews of contractors to verify compliance of prevailing wage requirements.
- 3.5.1.6. Conduct on-site interview with workers and contractors to ensure payment of prevailing wages and compliance with prevailing wage laws for all workers working on the project. Site visits may be conducted by the District's Work Preservation Group Volunteers.

- 3.6. Staffing and Support. The LCD will assign necessary and sufficient staff to perform the administrative, education, monitoring and enforcement activities within the scope of services of this MOU. This will include providing staff to provide evidence in any hearing and providing legal representation at any hearing before the Director of Industrial Relations ("Director"), or in any court proceeding challenging a decision by the Director.

- 3.6.1.1. A designated person from the LCD will be assigned to **LADWP** to conduct all activities referenced above and be the direct contact person for all questions related to this MOU and its activities.

4. Miscellaneous

- 4.1. Law Governing: This MOU shall be governed by, interpreted under, and enforced in accordance with the laws of the State of California. In any action or proceeding arising herefrom, the parties hereby consent to the jurisdiction of any competent court within the Los Angeles County.
- 4.2. Successors and Assigns: This MOU is binding upon and shall insure to the benefit of the Parties, their respective agents, Board(s), representatives, shareholders, officers, directors, partners, divisions, corporations, subsidiaries, parents, affiliates, successors, predecessors, assigns, heirs, executors, administrators, past, present, and future.
- 4.3. Authority to Execute: Each signatory executing this MOU on behalf of the Parties represents and warrants that he or she is authorized to sign this MOU and that he or she has full and complete authority to commit the Parties to this MOU and the provisions thereof.
- 4.4. Counterparts; Facsimile Signatures: This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument. Facsimile signatures shall be binding upon receipt.
- 4.5. Supplemental Agreements; Amendments: This MOU reflects the entire agreement between the LCD and **LADWP**. There are no additional agreements expressed or implied. However, any modification of this MOU shall be effective only if it is in writing and signed by both parties hereto.
- 4.6. Headings: The headings used in this MOU are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of the MOU.
- 4.7. Effective Date and Term of this Agreement: This MOU will commence upon execution by the authorized representatives of the parties, and will remain in effect until the expiration of the applicable statute of limitations for enforcement of prevailing wage laws on the project.

The parties hereto have caused this MOU to be executed by their duly authorized representative.

LADWP
A municipal corporation,
organized and existing under the laws
of the State of California

Los Angeles Unified School District
A political subdivision of the
State of California

By signing below, the signatories attest
that they have no personal, financial,
beneficial, or familial interest in this contract.

By: _____
Authorized Representative

By: _____
Authorized Representative

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

c: File
Labor Compliance Department (via lcp@lausd.net)

Exhibit E

ATTACHMENT A

Notice of Labor Compliance Program Approval

Reference to Exhibit E, Section 2.4

STATE OF CALIFORNIA

PETE WILSON, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
45 Fremont Street, 32nd Floor
San Francisco, CA 94105



December 11, 1996

Kirk C. Rascoe
Director
Equal Opportunity Section
Los Angeles Unified School District
P. O. Box S, Grand Avenue, Suite 1125
Los Angeles, CA 90071

Re: Labor Compliance Program

Dear Mr. Rascoe:

This is to inform you that your request for final approval of your Labor Compliance Program (LCP) is hereby granted effective December 27, 1996 pursuant to California Code of Regulations (CCR) Section 16427. As provided in this regulation, you are to enter into an agreement with the State Labor Commissioner to provide for a procedure for securing approval of forfeitures. You are also required to submit an annual report on the operation of your LCP as outlined in CCR Section 16431 within 60 days after the close of your fiscal year (July 1).

Congratulations on what appears to be a successful LCP.

If you have any questions, please contact Assistant State Labor Commissioner, Nance Steffen at (415) 975-2080.

Very truly yours,


John C. Duncan
Chief Deputy Director

cc: Roberta Mendonca
Nance Steffen

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AFFIRMATION
PROGRAMS SECT.

Exhibit E

ATTACHMENT B

Bid Language for LAUSD Labor Compliance Enforcement

Reference to Exhibit E, Section 2.4

LABOR COMPLIANCE MOU AGREEMENT BID LANGUAGE for LAUSD LABOR COMPLIANCE ENFORCEMENT

Invitation to Bid Language:

Public Works Registration:

Pursuant to Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by section 7029.1 of the Business and Professions Code, or by section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code section 1725.5 at the time the contract is awarded.

Pursuant to Labor Code Section 1771.7, this Project will be subject to the Los Angeles Unified School District (LAUSD) approved Labor Compliance Program (Final Approval, December 27, 1996). For questions or assistance concerning the LAUSD Labor Compliance Program, contact the Labor Compliance Office at (213) 241-4665 or lcp@lausd.net, or visit www.laschools.org/lcp. Any Contractor to whom a contract for the Work is awarded by the Owner shall comply with the provisions of the California Labor Code, as well as the LAUSD's Labor Compliance Program for the Project, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the Work is to be performed in accordance with, without limitation, Sections 1771, 1773.1, 1774, 1775, 1776 and 1813 of the California Labor Code and the obligation to comply with Section 1777.5 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are available to any interested party at www.laschools.org/contractor/lc or www.dir.ca.gov/dlsr.

The successful bidder will be required to pay prevailing wages in accordance with law and is required to have the following State of California Contractor license current at the time of bid submission:

Instructions to Bidders – Certification Language Part 2:

Prevailing Wages

Bidder will be required to comply with, but not limited to, the provisions of the Certification Requirements in its entirety.

Certification Requirements Section 00 4500:

1.04 PREVAILING WAGES

- A. In compliance with provisions of the California Labor Code, all workers employed by bidder or any bidder subcontractor in the execution of Work shall be paid not less than the general prevailing rate of per diem wages, including payment for travel and subsistence; and not less than the general prevailing rate of per diem wages for holiday and overtime work, as determined by the California State Director of Industrial Relations for each craft, classification or type of worker needed to execute the Work.

- B. Copies of the prevailing rate of per diem wages are on file in the following Los Angeles Unified School District (LAUSD) Labor Compliance Program Office and shall be made available to an interested party on request:

Labor Compliance Department	or	DLSR
333 S. Beaudry Ave, 21st Floor		P.O. Box 420603
Los Angeles, CA 90017		San Francisco, CA 94142
(213) 241-4665		(415) 703-4780

- C. Information on the prevailing rate of per diem wages and the LAUSD Labor Compliance Program is available at the following link:

<http://www.laschools.org/lcp>

- D. Bidder certifies that it will submit the certified payroll records of Bidder and all subcontractors, of any tier, including Non-Performance payroll records, on a weekly basis to the LAUSD Labor Compliance Program in the method provided by the LAUSD Web-based Certified Payroll Reporting System.
- E. Bidder certifies that its bid amount includes funds sufficient to allow Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

Exhibit E

ATTACHMENT C

General Conditions for LAUSD Labor Compliance Enforcement

Reference to Exhibit E, Section 2.4

LABOR COMPLIANCE MOU AGREEMENT GENERAL CONDCTIONS for LAUSD LABOR COMPLIANCE ENFORCEMENT

6.49 *Prevailing Wages:*

6.49.1 Labor Compliance Program

6.49.1.1 CONTRACTOR and all Subcontractors must comply with the Los Angeles Unified School District (“LAUSD”) Labor Compliance Program (“LCP”) requirements, including, but not limited to, all applicable statutes and regulations, LAUSD LCP’s LCP Manual, and OWNER’s Contract requirements. In the event that additional or revised information is required pursuant to enforcement of the LCP, such requirement shall not result in an increase to the Contract Time or the Contract Amount. CONTRACTOR will be responsible for all failures by all Subcontractors to comply with LAUSD’s LCP requirements. CONTRACTOR, consistent with California Public Contract Code section 6109, is prohibited from performing a portion of work with a Subcontractor who is debarred pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

6.49.1.2 Notice of LCP Approval:

LAUSD’s LCP was granted final approval/extended authority by the Department of Industrial Relations on December 27, 1996. For questions and assistance, please contact the LAUSD LCP Office at (213) 241-4665, lcp@lausd.net, or at www.laschools.org on the web.

6.49.1.3 CONTRACTOR and all Subcontractors must send an authorized representative responsible for LCP compliance to the first available Labor Compliance Certification Training class following contract award. If a CONTRACTOR or Subcontractor has already attended LAUSD’s Labor Compliance Certification Training class less than one (1) year before contract award on the Project, it does not have to retake the Labor Compliance Certification Training Class. A representative responsible for LCP compliance for CONTRACTOR and each Subcontractor must take the online Labor Compliance Recertification class within one (1) year after taking the Labor Compliance Certification Training class.

6.49.2 Prevailing Wages

6.49.2.1 This Project is a public work, as defined in Labor Code section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 California Code of Regulations (CCR) sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects.

6.49.2.2 Payment of Prevailing Wages

In accordance with Labor Code sections 1720, 1771, 1771.5, 1774, and 1815 and Title 8 CCR section 16433, LAUSD requires the payment of prevailing wages for all publicly-funded projects over twenty-five thousand (\$25,000) dollars when the project is for construction or installation work, and for all projects over fifteen

thousand (\$15,000) dollars when the project is for alteration, demolition, repair, warranty or maintenance work.

6.49.2.3 Pursuant to Labor Code sections 1770 et seq., LAUSD has obtained from the Department of Industrial Relations determinations of the prevailing wage rates and the prevailing wage rates for holiday and overtime work for Los Angeles County where the Project is to be performed. Copies of these prevailing wage rates are on file and available to any interested party upon request at the LAUSD LCP's office and the following websites: www.laschools.org/contractor/lc or www.dir.ca.gov/dlsr/pwd.

6.49.2.4 Questions pertaining to prevailing wage rates should be directed to the LAUSD Labor Compliance Department or to the Division of Labor Statistics and Research at the following respective addresses:

Labor Compliance Department	or	DLSR
333 S. Beaudry Ave, 21 st Floor		P.O. Box 420603
Los Angeles, CA 90017		San Francisco, CA 94142
(213) 241-4665		(415) 703-4780
lcp@lausd.net		www.dir.ca.gov/DLSR/

6.49.2.5 CONTRACTOR shall post at appropriate and conspicuous locations on the Project site the following:

6.49.2.5.1 A schedule showing all applicable prevailing wage rates in accordance with Labor Code section 1773.2; and

6.49.2.5.2 Notice of LAUSD LCP approval sufficient to satisfy Title 8 CCR sections 16429 and 16451(d).

6.49.2.5.2 Notice of Project Subject to Monitoring by LAUSD LCP (Attachment A-1)

6.49.2.6 CONTRACTOR and all Subcontractors must provide itemized wage statements to their employees in accordance with Labor Code section 226.

6.49.2.7 CONTRACTOR represents and warrants that the Contract Amount includes sufficient funds to allow CONTRACTOR and all Subcontractors to comply with all applicable laws and contractual agreements. CONTRACTOR shall defend, indemnify and hold OWNER, LAUSD, and LAUSD LCP harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to the failure of CONTRACTOR or any Subcontractor to comply with any applicable law in this regard, including, but not limited to Labor Code section 2810. CONTRACTOR agrees to pay any and all assessments, including wages, penalties and liquidated damages, made against OWNER, LAUSD and LAUSD LCP in relation to such failure.

6.49.2.8 Failure to comply with the payment of prevailing wages shall result in a penalty to the District pursuant to Labor Code section 1775 and applicable regulations, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate for the work or craft in which such worker is employed by the Contractor

or Subcontractor. This includes, but is not limited, to the failure to pay applicable shift differential rates.

6.49.2.9 The CONTRACTOR and the bond insurer will be jointly and severally liable for the back wages, penalties, and/or Labor Code Liquidated Damages due as a result of a prevailing wage violation. "Labor Code Liquidated Damages" are equal to the total underpayment of wages remaining unpaid sixty (60) days after service of the Notice of Withholding of Contract Payments pursuant to Labor Code section 1742.1. The underpaid employee will receive both the Labor Code Liquidated Damages and the underpayment amount.

6.49.2.10 Pursuant to Labor Code section 1778, every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for his own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony.

6.49.3 Apprentices

6.49.3.1 CONTRACTOR and all Subcontractors shall comply with all requirements in Labor Code section 1777.5 and Title 8 CCR sections 200 et seq. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable crafts or trades. CONTRACTOR and any Subcontractor(s) who fail to comply with Labor Code section 1777.5 shall be subject to the penalties specified in Labor Code section 1777.7.

6.49.3.2 CONTRACTOR and all Subcontractors shall submit contract award information using the Division of Apprenticeship Standards (DAS 140) Form to the applicable apprenticeship committee within ten (10) days of the date of execution of contract and no later than the first day of work in accordance with Title 8 CCR section 230. CONTRACTOR shall simultaneously submit a copy of the completed DAS 140 Form to the LAUSD's Labor Compliance Department in the method provided by LAUSD's Online Certified Payroll Reporting System.

6.49.4 Working Hours

6.49.4.1 CONTRACTOR and all Subcontractors shall comply with the following provisions for working hours:

6.49.4.1.1 Pursuant to Labor Code section 1810, eight (8) hours labor shall constitute a legal day's work.

6.49.4.1.2 Pursuant to Labor Code section 1811, the time of service of any worker employed at any time by CONTRACTOR or any Subcontractor is limited and restricted to eight (8) hours during any one day and forty (40) hours during any one week, except as otherwise provided by law.

6.49.4.1.3 Notwithstanding the foregoing provisions, work performed in excess of eight (8) hours per day and forty (40) hours during any one week, shall be

permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours per week at not less than one and one-half (1 ½) times the basic rate of pay, or as otherwise required by law. All work performed on Saturday, Sunday, and/or holidays shall be paid pursuant to the Prevailing Wage Determination.

6.49.4.1.4 Unless otherwise prescribed by law, where a single shift is worked, eight (8) consecutive hours between 7 AM and 11:30 PM shall constitute a work day at the applicable prevailing wage rate(s) including but not limited to shift differential pay. Please contact the Department of Industrial Relations for shift differential pay requirements.

6.49.4.1.5 Unless otherwise prescribed by law, forty (40) hours between Monday 7 AM and Friday 11:30 PM shall constitute a workweek at the applicable prevailing wage rate(s), including but not limited to shift differential pay requirements

6.49.4.1.6 The OWNER's Labor Compliance Department audit and investigation uses the working hours contained in Articles 6.49.4.1.4 and 6.49.4.1.5 and determines violations and penalties accordingly, unless evidence is found to the contrary, such as in the Supplementary Conditions, or is prescribed by law.

6.49.4.1.7 After the Effective Date of the Contract, the work day and workweek may only be modified as authorized in the contract. Any other Work performed by workers necessary to be performed outside of the work day and workweek shall be performed without adjustment to the Contract Amount or any other additional expense to the OWNER.

6.49.4.2 Failure to comply with the payment of overtime wages shall result in a penalty to the District pursuant to Labor Code section 1813 and applicable regulations, for each calendar day, or portion thereof, during which worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week without proper compensation in violation of Labor Code section 1810 *et seq.* and/or applicable regulations.

6.49.5 Certified Payroll Reporting Forms and Payroll Records

6.49.5.1 CONTRACTOR shall be responsible for the submission of electronic certified payroll records of CONTRACTOR and all Subcontractors within ten (10) days of the week ending date of each week. CONTRACTOR shall submit weekly electronic certified payroll records, including certified Non-Performance payroll records, in the method provided by the LAUSD's Web-based Certified Payroll Reporting System, to the LAUSD's Labor Compliance Program. When a Contract has various school projects, Certified Payroll Reporting Forms for each individual school shall be maintained and submitted in the method provided by LAUSD.

6.49.5.2 CONTRACTOR must comply with all requirements of LAUSD's Web-based Certified Payroll Reporting System, including, but not limited to, electronic signature, electronic submittal of documents and forms, and use of other electronic modules. This obligation includes compliance with all existing requirements and all new requirements developed during the term of the Project.

6.49.5.3 CONTRACTOR shall submit to LAUSD's Labor Compliance Department, an estimated start date for all Subcontractors, within five (5) days of the Subcontractor work start date and shall submit a revised estimate, if applicable, within five (5) days of knowledge of any changes to any estimated start date. This document must contain the name and address of each Subcontractor, each Subcontractor's contractor license number and the estimated start date.

6.49.5.4 CONTRACTOR shall provide, and shall cause all Subcontractors to provide, "Payroll Records" to LAUSD, within ten (10) days of written request, at no cost to LAUSD and/or OWNER. "Payroll Records" are all un-redacted certified payroll records, time cards, sign-in sheets, daily construction reports, check stubs, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the disbursement by way of cash, check or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to the Project. All received documents will become property of LAUSD.

6.49.5.5 Failure to submit Payroll Records within ten (10) days of such due date shall result in a penalty to District pursuant to Labor Code section 1776 and applicable regulations, until strict compliance is effectuated.

6.49.6 Withholding of Contract Payments

6.49.6.1 LAUSD will assess and OWNER will withhold payment from CONTRACTOR in accordance with its rights and obligations under Labor Code section 1720 et seq. and applicable regulations, including for back wages, penalties and Labor Code Liquidated Damages.

6.49.6.2 Notwithstanding any other provision in these General Conditions, OWNER shall withhold payment from any portion of the Contract Amount then or thereafter due the CONTRACTOR for violation by CONTRACTOR or any Subcontractor of the requirements of Article 6.49 or any of its subsections. Without limitation to the foregoing, payment shall not be made to the CONTRACTOR when certified payroll records by CONTRACTOR or any of its Subcontractors are delinquent or inadequate in accordance with Title 8 CCR 16435.

6.49.7 Incorporation by Reference

All statutory Codes and Regulations cited in this contract are understood by the parties to be incorporated in full by the references to those statutes and regulations herein.

Attachment A-1 (Under Section 6.49.2.5)

This public works project is subject to the monitoring and investigative activities by the Labor Compliance Department of the Los Angeles Unified School District (LAUSD LCD). This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons have access to the job site to enable the LAUSD LCD to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained at the project site by the contractor. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the LAUSD LCD at:

Los Angeles Unified School District
Labor Compliance Department
333 S. Beaudry Ave. 21st Floor
Los Angeles, CA 90017
Tel: (213) 241-4645
Email: lcp@lausd.net

Complaints should be filed in writing immediately upon discovery of any violations of prevailing wage laws due to the short period of time following the completion of the project that the LAUSD LCD may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not for all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc.) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any Division of Labor Standards Enforcement (DLSE) office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html