

TRANSMITTAL NO. 1

**Memorandum of Agreement (MOA)
Between the Los Angeles Department of Water and Power (LADWP)
and the Los Angeles Department of Public Works Bureau of Engineering (BOE)
Regarding the Updated Silver Lake and Ivanhoe Reservoirs Master Plan**

AGREEMENT

MOA is made and entered into by and between LADWP and BOE collectively referred to as "Parties" or individually as "Party."

WITNESSETH

WHEREAS, the City of Los Angeles (City) is home to approximately four million residents who depend on reliable sources of water; and

WHEREAS, LADWP is a municipally owned utility responsible for delivering water and electricity to the citizens of the City; and

WHEREAS, Silver Lake and Ivanhoe Reservoirs are two adjacent water storage facilities with associated operational infrastructure, are collectively referred to as the Silver Lake Reservoir Complex (SLRC), owned by LADWP and located in the Los Angeles Neighborhood of Silver Lake; and

WHEREAS, LADWP is required to bring Silver Lake and Ivanhoe Reservoirs into compliance with the United States Environmental Protection Agency's Long Term 2 Enhanced Surface Water Treatment Rule which mandates a State approved plan for either covering, providing advanced treatment, or bypassing all remaining open drinking water reservoirs; and

WHEREAS, Silver Lake and Ivanhoe Reservoirs have been replaced by the newly constructed Headworks Reservoir; and

WHEREAS, Silver Lake Reservoir was removed from service in December 2013, drained in November 2015 to construct the Silver Lake Reservoir Bypass and Regulator Station Project (Bypass Project), and refilled in June 2017; and

WHEREAS, Ivanhoe Reservoir was removed from service in April 2017 once the Bypass Project was constructed; and

WHEREAS, the Silver Lake and Ivanhoe Reservoirs Master Plan (Master Plan), dated November 1, 2000, was intended as a long range planning tool for the Silver Lake Community (Community) and the LADWP; and

WHEREAS, the Master Plan was developed to examine opportunities for expanded recreational opportunities and improve pedestrian safety while preserving water quality and maintaining current and future LADWP operational needs; and

WHEREAS, the Master Plan needs to be updated to reflect the current SLRC site, operations and maintenance, agreements with agencies, and other LADWP requirements within the property; and

WHEREAS, the Updated Master Plan will provide a revised long-range planning tool for the Community to deliver development opportunities without impeding LADWP's ability to operate and maintain SLRC together with other facilities and structures within the property; and

WHEREAS, the Updated Master Plan is a reference document containing text, maps, charts, and supporting information to guide the City and Community on beneficial improvement projects; and

WHEREAS, the Updated Master Plan will integrate City and Community values, desires, and visions into land use and development principles to be used as a guide for the future improvement of the Community; and

WHEREAS, BOE is a Bureau under the City's Department of Public Works and is responsible for the implementation of capital improvement projects within the City right-of-way; and

WHEREAS, LADWP is owner of the SLRC property; and

WHEREAS, BOE agrees to develop the Updated Master Plan in conjunction with Council Districts Four and Thirteen, Community, LADWP, and other relevant stakeholders; and

WHEREAS, LADWP agrees to provide up to a maximum of \$2.92 million to BOE for the Updated Master Plan; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties, it is hereby agreed as follows:

1. Updated Silver Lake and Ivanhoe Reservoirs Complex Master Plan Information

- a. Background

The Master Plan, dated November 1, 2000, was prepared as a guidance document for future improvements to SLRC and the adjoining property. Intended as a long-range planning tool for the Community and LADWP, the Master Plan was developed to examine expanded recreation opportunities and improved pedestrian safety, while preserving water quality and maintaining current and future LADWP operational needs.

In 1988, LADWP publicized an *Open Reservoir Water Quality Improvement Plan* which included a proposal to cover small reservoirs and construct on-site water treatment facilities for larger reservoirs to comply with federal and state

water quality regulations. As such, a cover for Ivanhoe Reservoir and a treatment facility for Silver Lake were planned. Although the Community recognized the need to meet more stringent federal water quality regulations, they strongly opposed the proposed projects on-site the SLRC. LADWP agreed to look at the feasibility of both an on-site and off-site options. If an on-site treatment and storage were deemed necessary, a Master Plan would address the potential recreational uses and impacts on the community.

As stated in Section II-Introduction, page II-7, of the Master Plan,

In August of 1997 the DWP issued a Request for Qualifications to provide professional services to prepare a Master Plan for the SLRC and adjacent improvements. The Master Plan was intended to "consider the future development of the two (Silver Lake and Ivanhoe) reservoirs at the complex, their performance requirements, and their maintenance and operations in connection with future uses of the adjacent property as new amenities to serve the public."

The *Silver Lake Reservoir Complex Storage Replacement Project* (SLRCSR) was developed in partnership with community groups including the Coalition to Protect Open Reservoirs. A 110-million-gallon buried reservoir at LADWP's Headworks Spreading Grounds together with a bypass trunk line and regulator station at the SLRC site, were selected to replace Silver Lake and Ivanhoe Reservoirs. Headworks Reservoir East and the Bypass Project are currently in-service today, with Headworks Reservoir West currently under construction.

Although Silver Lake and Ivanhoe Reservoirs (Reservoirs) are no longer used to supply LADWP's distribution system, there are other facilities in and around the basins required to serve a safe and reliable source of drinking water for the City. Additionally, both the City and County of Los Angeles Fire Departments may utilize reservoir storage for firefighting purposes under an agreement with LADWP.

Numerous improvement projects were further made to the SLRC. The "Silver Lake Reservoir Complex Storage Replacement Project - Final Environmental Impact Report," dated April 2006, addressed projects that replaced the Reservoirs storage and required LADWP to maintain water in the Reservoirs. Other related maintenance projects include the Pollock Well groundwater connection, which enables LADWP to replenish any water lost from evaporation and exfiltration, and an aeration system that will control algae formation. LADWP is also implementing passive recreational projects for the public that will include the Ivanhoe walkway and Silver Lake Dam walkway.

The Updated Master Plan shall reflect the non-potable water source status, protect remaining operational facilities, detail the allocated public usage areas, and be a guideline for future visual water quality and community

enhancement improvements to the SLRC. The Updated Master Plan will encompass the potential usages of the site to benefit the Community while protecting LADWP's responsibility to maintain current operations and adjust for future operational needs. The potential usages and related projects shall not encumber, interfere, or delay LADWP's ability over time to access, operate, maintain, or repair LADWP's infrastructure and facilities.

b. Location

The Project is located within LADWP's SLRC property in the Silver Lake Neighborhood of Los Angeles. See Exhibit A, Proposed Land Use and Access Map.

c. Scope

The Updated Master Plan will provide a revised long-range planning tool for future improvements and serve as a guide for community enhancements. It will detail the potential land uses for the site and will examine the capability for expanded recreation opportunities while preserving reservoir aesthetics and maintaining current and future LADWP operational needs.

d. Budget and Funding

LADWP has committed to provide up to a maximum of \$2.92 million to BOE for an Updated Master Plan.

e. Schedule

Development of the Updated Master Plan is expected to require up to three years once the MOA is fully executed. BOE will be responsible for managing the Updated Master Plan schedule.

2. BOE Agrees to:

- a. Develop an Updated Master Plan in cooperation with Council District Four and Thirteen, and LADWP.
- b. Use LADWP funds solely for costs of services rendered for work called for by MOA. These funds shall be used for the direct project administration and planning associated with the development of the Updated Master Plan document described by the MOA. If a consultant is used, BOE will manage the advertisement, bid, and award process as well as administer the contract for services associated with the updated SLRC Master Plan.
- c. Include LADWP in the decision making process of an Updated Master Plan.

- d. Generate an Updated Master Plan document.
- e. Allow LADWP staff to review and provide comments on the draft Preliminary Report and Updated Master Plan document.
- f. Provide quarterly progress reports to LADWP to include current activities, finished tasks, detailed schedule, budget (spent/remaining), and percent completion. Quarterly progress reports shall begin six months after the fund transfer and shall be made to LADWP until the projects are completed and funds exhausted. Progress reports shall be submitted to LADWP within 30 calendar days of the end of each respective quarter. Quarters shall be defined as the periods from January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.
- g. Provide reasonable and proper notification to LADWP to participate in meetings.
- h. Perform community outreach to the Community and other relevant stakeholders in order to gather information and engage the residents and public groups on the development of the Updated Master Plan, such as vision statements, goals, and objectives.
- i. Facilitate coordination with City departments and community organizations for review of the Updated Master Plan.
- j. Prepare and send invoices to LADWP for the monetary funds as described in Section 3, paragraph a, upon approval of MOA by all Parties.
- k. Submit reimbursement(s) to LADWP of any unused LADWP funds within 90 calendar days after Updated Master Plan document completion, expiration, or termination of MOA as described in Section 4, paragraph a.
- l. Use generally acceptable accounting practices applicable to public agencies to account for, transfer, and reimburse funds deposited for the Updated Master Plan.
- m. Keep LADWP apprised of information of which BOE becomes aware pertaining to the status of the Updated Master Plan document.
- n. Maintain and provide to LADWP staff for review upon request relevant documents such as draft Updated Master Plan, Community meeting minutes, and key correspondences.
- o. Acknowledge LADWP as Project partners in all material, publications, press releases, signage, and communications relative to the plan.

- p. Indemnify, defend, and hold harmless LADWP and its board, officers, agents, and employees from and against any and all suits and causes of action, claims, charges, damages, demands, judgements, civil fines and penalties, or losses of any kind or nature whatsoever, including but not limited to death, bodily injury or personal injury to any person, including BOE employee and agents, or damage or destruction to any property of either party hereto, or third persons in any manner arising by reason of the negligent acts, errors or omissions or willful misconduct incident to the performance of this Agreement on the part of BOE or its board, officers, agents, employees, or subcontractors of any tier in any way relating to MOA. This indemnification shall apply except in the event of a claim or demand arising from the active negligence or willful misconduct of LADWP, its board, officers, agents, employees, contractors, subcontractors or any tier.

3. LADWP Agrees to:

- a. Fund BOE 100 percent of the cost associated with the preparation and completion of the Updated Master Plan document up to a maximum amount of \$2.92 million for the work as described in Section 1, paragraph c and Exhibit B. The first payment will be paid after execution of MOA by all Parties within 90 days of receipt of invoice from BOE. All subsequent payments will be paid within 90 days of receipt of invoice from BOE, in accordance with the payment schedule on Exhibit B.
- b. Provide reasonable notice to BOE of its request to participate in Project meetings.
- c. Grant BOE a limited duration Right-of-Entry to SLRC to facilitate the development of the Updated Master Plan document.
- d. Participate, make decisions, provide technical assistance and directions to BOE regarding the Updated Master Plan document in a timely manner.
- e. Provide assistance to BOE with community outreach to gather information from the Community for the development of the Updated Master Plan.
- f. Review and provide comments within 30 days upon submission of the preliminary Updated Master Plan in accordance with Exhibit C.
- g. Specify the LADWP Contract Administrator as LADWP's Director of Water Engineering & Technical Services, or designee.
- h. Acknowledge BOE as partners in all material, publications, press releases, signage, and communications relating to the Updated Master Plan document.

- i. Hold harmless BOE and their board, officers, agents, and employees from and against any claims, demands, liability, damages, costs and expenses, including claims involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever which arise out of the sole negligence or willful misconduct of LADWP or its board, officers, agents, or employees. This hold harmless shall apply except in the event of a claim or demand arising from the negligence or willful misconduct of BOE, its board, officers, agents, employees, contractors, subcontractors or any tier.

4. It Is Mutually Understood and Agreed:

- a. MOA may be executed independently by Parties. MOA shall be effective upon the date it is executed by all Parties and will expire by its own operation three years after date it is executed, unless extended or sooner terminated by mutual written agreement by all Parties. All work described in Section 1, shall be completed by the expiration of MOA.
- b. At the sole discretion of BOE, the Updated Master Plan document may be developed in part or whole using a separate professional services contract.
- c. MOA may be modified only by mutual written consent of LADWP and BOE. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the Parties' Directors or their designees.
- d. MOA shall be governed, interpreted under, construed, and enforced in accordance with the laws of the State of California.
- e. If any provision of MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of MOA shall not be affected, and MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in MOA.
- f. All Parties have been represented by counsel in the preparation and negotiation of MOA and is deemed drafted and construed by all Parties to not be construed against any of them if deemed ambiguous.
- g. LADWP shall have the opportunity to participate and provide input to the work performed by the other Parties including the development of working documents and the review of draft documents and reports.
- h. LADWP and BOE shall be required to make staff reasonably available, if requested, to participate and provide input at meetings, community meetings and workshops, etc.

- i. BOE is managing the development of the Updated Master Plan on behalf of LADWP and is not obligated to provide any additional funding beyond those provided by LADWP toward the completion of work called for by the MOA.
- j. To make all reasonable efforts to keep costs within the budgeted amounts, LADWP shall not be obligated to provide additional funding toward the completion of work called for by MOA, unless otherwise mutually agreed to by the Parties in accordance with Section 4.c.
- k. In the event that performance on the part of any Party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said Party, none of the Parties shall incur any liability to the other Parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the Parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal government or any unit of State or local government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the Parties willful or negligent acts or omission, and to the extent that they are beyond the Party's reasonable control.

The provisions of this section shall survive expiration or termination of MOA.

5. Right to Audit

BOE shall maintain, and shall cause BOE's consultants and/or suppliers as applicable to maintain all records pertaining to the management of MOA, and related subcontracts, and performance of services pursuant to MOA, in their original form, including but not limited to, reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape) or type (e.g., databases, applications software, database management software, utilities), sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to MOA. If BOE, BOE's consultants and/or suppliers are required to submit cost or pricing data in connection with MOA, BOE shall maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. All records shall be retained, and shall be subject to examination and audit by LADWP personnel or by LADWP's agents (herein after referred to as Authorized Auditors), for a period of not less than five years following payment made by LADWP hereunder or the expiration date of MOA, whichever is later. BOE shall make said records or to the extent accepted by the Authorized Auditors, photographs, microphotographs, etc. or other authentic reproductions thereof, available to the Authorized Auditors at BOE's offices at all reasonable times and without charge. Authorized Auditors will have the right to reproduce, photocopy, download, transcribe, and the like any such

records. Any information provided by BOE on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. BOE shall not; however, be required to furnish the Authorized Auditors with commonly available software.

BOE, and BOE's contractors, consultants and/or suppliers, as applicable to the services provided under MOA, shall be subject at any time within 60 calendar days, prior written notice to audits or examinations by Authorized Auditors, relating to all billings and to verify compliance with all MOA requirements relative to practices, methods, procedures, performance, compensation, and documentation.

Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, County, State and Federal government audit standards. For consultants, subconsultants, and suppliers that utilize or are subject to Federal Acquisition Regulation (FAR), Parts 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information.

To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete, or noncurrent records, or records are unavailable, the records shall be considered defective.

Consistent with standard auditing procedures, BOE will be provided 60 calendar days to review the Authorized Auditor's examination results or audit and respond to LADWP prior to the examination's or audit's finalization and public release.

If the Authorized Auditors' examination or audit indicates BOE has been overpaid under a previous payment application, the identified overpayment amount shall be paid by BOE to LADWP within 90 calendar days of notice to BOE.

If applicable, BOE shall contractually require all contractors, consultants and suppliers performing services under MOA to comply with the provisions of this section by inserting this provision GC-18 in each contractor's contract and by contractually requiring each subcontractor to insert this provision GC-18 in any of its subcontractor contracts related to services under MOA. In addition, BOE, their contractors, consultants, and/or suppliers, shall also include the following language in each contract:

"The Los Angeles Department of Water and Power (LADWP) is a third party beneficiary of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of LADWP. The designation of LADWP as a third party beneficiary of the audit provision shall not confer any rights or privileges on BOE, contractors, consultants or any other person/entity."

The provisions of this section shall survive expiration or termination of MOA.

6. Notices

All notices provided under MOA must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either: (1) personally delivered to the address indicated below; (2) on the third business day following deposit, postage prepaid, using certified mail, return receipt requested, in any United States Postal mailbox or at any United States Post Office; or (3) on the date of transmission by facsimile to the number provided below. All notices, demands, or requests shall be addressed to the following:

LADWP: Ms. Susan Rowghani
Director of Water Engineering & Technical Services
Los Angeles Department of Water and Power
111 North Hope Street, Room 1336
Los Angeles, California 90012
Phone: (213) 367-0866

BOE: Ms. Deborah Weintraub
Chief Deputy City Engineer
Los Angeles Department of Public Works
Bureau of Engineering
1149 South Broadway, Suite 700
Los Angeles, California 90015-2213
Phone: (213) 485-5499

7. Complete Agreement

MOA contains the full and complete Agreement between BOE and LADWP. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of MOA.

IN WITNESS WHEREOF, each Party hereto has caused MOA to be executed by their duly authorized representatives.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

By: _____
DAVID H. WRIGHT
General Manager

Date: _____

And: _____
BARBARA E. MOSCHOS
Board Secretary

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

DEC 05 2017
BY: _____
JOHN A. CARVALHO
DEPUTY CITY ATTORNEY

IN WITNESS WHEREOF, each Party hereto has caused MOA to be executed by their duly authorized representative.

DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING

By: _____ Date: _____
Gary Lee Moore, PE, ENV SP
City Engineer

APPROVED AS TO FORM:
Michael N. Feuer, City Attorney

By: _____ Date: _____
Edward Jordan
Assistant City Attorney

ATTEST:
Holly L. Wolcott, City Clerk

Deputy City Clerk Date



Legend

**SILVER LAKE RESERVOIR PROJECT - MASTER PLAN
SCOPE OF WORK DELIVERABLES and INVOICE SCHEDULE**

In accordance with the Memorandum of Agreement (MOA) between the City of Los Angeles Department of Water and Power (LADWP) and the City of Los Angeles Bureau of Engineering (BOE) the total compensation that may be paid to BOE by LADWP shall be 100% of the total actual Silver Lake Reservoir Master Plan Project cost as described below:

SCHEDULE OF FUNDING

Item	Consultant Costs	BOE Costs	Total Estimated Cost	Invoice Submission to LADWP by BOE	Deposit to BOE by LADWP – Start of Budget/Fiscal Year
Tasks 1-4: Complete Memorandum of Agreement (MOA)	-	\$90,000	\$90,000	Upon Final Internal Review and Approval of MOA	2017-18
Tasks 5-6: Complete Project Description	-	\$140,000	\$140,000	"	"
Task 7: Complete Task Order Solicitation Process, Select Consultant and Issue Notice to Proceed	-	\$125,592	\$125,592	"	"
Tasks 8-9: Complete Draft Master Plan	\$1,042,000	\$340,000	\$1,382,000	Upon Issuance of NTP to Consultant	2018-19
a. Consultant Design Fee	\$930,000	-	-	"	"
b. Owner Meetings (16)	\$32,000	-	-	"	"
c. Community Meetings (16)	\$80,000	-	-	"	"
Tasks 10-11: Final Master Plan and Master Plan Approval	\$300,000	\$240,000	\$540,000	"	"
a. Consultant Design Fee	\$268,000	-	-	"	"
b. Owner Meetings (6)	\$12,000	-	-	"	"
c. Community Meetings (4)	\$20,000	-	-	"	"

Task 13a: Miscellaneous Items (Website and Email Newsletter)	\$120,000	\$31,952	\$151,952	"	"
Task 12: Contingency for Unforeseen Consultations	-	\$485,000	\$485,000	As Required	As Required
TOTAL	\$1,462,000	\$1,452,544	\$2,914,544		

SUMMARY OF COSTS

1. BOE Staff Costs: 1.0 FTE at \$245,000 and 1.0 FTE at \$185,000 (for 31 Months)	\$ 967,544
2. Consultant – Schematic (Draft) Master Plan Development Costs:	\$1,042,000
3. Consultant – Final Master Plan Development Costs:	\$ 300,000
4. Website Development and Maintenance/Email Newsletter	\$ 120,000
5. Contingency	\$ 485,000
TOTAL:	\$2,914,544

Updated Silver Lake and Ivanhoe Reservoirs Master Plan
SCOPE OF WORK AND DELIVERABLES

Scope of Work

1. The Los Angeles Department of Water and Power (LADWP) will provide a topographical survey within Silver Lake Reservoir Complex (SLRC). Additionally, LADWP would provide the Los Angeles Department of Public Works Bureau of Engineering (BOE) with a right-of-entry to perform work related to the Updated Silver Lake and Ivanhoe Reservoirs Master Plan (Updated Master Plan), including all activities related to planning and mapping.
2. Preliminary Report will outline the contents of the Updated Master Plan. This will include the current and proposed plan use map, summary of current conditions within the Silver Lake community, vision statement, and objectives to address the following conditions: future growth, development, access, environmental protection, community facilities, fiscal management, and LADWP's current and future maintenance and operations of the SLRC.

The Preliminary Report shall be submitted to LADWP's Director of Water Engineering and Technical Services and shall consist of three hard copies and a CD containing two electronic files, one in Microsoft Word ".doc" format and one in Adobe Acrobat ".pdf" format.

- a. BOE to submit draft Preliminary Report to LADWP for review.
 - b. LADWP to review and provide comments to BOE.
3. Final Updated Master Plan shall contain a set of statements and land use and development principles for the Silver Lake community with such accompanying maps, diagrams, chart, and descriptions. Each section of the master plan shall be consistent with the others in its implementation of the vision statement. The final Updated Master Plan will incorporate the recommendations detailed in the Final Preliminary Report. The Updated Master Plan shall be submitted to LADWP's Director of Water Engineering and Technical Services and shall consist of three hard copies and a CD containing two electronic files, one in Microsoft Word ".doc" format and one in Adobe Acrobat ".pdf" format.
 - a. BOE to submit 90 percent Updated Master Plan to LADWP for review.
 - b. LADWP to provide comments on 90 percent Updated Master Plan.
 - c. BOE to submit the Final Updated Master Plan to LADWP.
 - d. LADWP to review and provide comments to BOE.

4. BOE to provide or cause to be added any additional unforeseen planning and support services required for this Updated Master Plan if requested by LADWP and if within estimate costs as established in this MOA, or if required, LADWP authorizes additional planning and support services and the related funding for the additional work according to the terms of the MOA of which this is an exhibit.

Deliverables

1. Existing Topographical survey map, applicable soils reports, and substructure information and maps to BOE upon execution of MOA by both the City of Los Angeles Board of Public Works and the Board of Water and Power Commissioners.
2. Draft Preliminary Report of the Updated Master Plan to LADWP for review.
3. Comments on the draft Preliminary Report are due 30 days after receipts of draft Preliminary Report.
4. Ninety percent of the Updated Master Plan to LADWP for review.
5. Comments on the 90 percent Updated Master Plan are due 30 days after receipt of 90 percent Updated Master Plan.
6. Final Updated Master Plan to LADWP.

