

MEMORANDUM OF UNDERSTANDING
Between
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
THE LOS ANGELES CITY CLERK
2014-2015

A. BACKGROUND

The purpose of this memorandum of Understanding (MOU) is to establish a framework of cooperation and funding between The Los Angeles Department of Water and Power (LADWP), a Proprietary Department of the City of Los Angeles, and the Los Angeles Office of City Clerk (City Clerk), a City of Los Angeles Department.

This framework is an agreement between LADWP's Economic Development Group (EDG) and the City Clerk's Neighborhood and Business Improvement District Division (N&BID) to coordinate LADWP's Economic Development Initiatives through the Business Improvement Districts (BID).

The N&BID is the coordinating agency responsible for the administration of the BID program which currently includes 40 business improvements districts throughout the City of Los Angeles. The N&BID administers the BID program and the BID Trust Fund for the City through the collection and processing of assessments amounting to more than \$45 million annually. The \$45 million in assessments are for services not provided for under standard property taxes such as those designed to increase commerce in specific business areas. These services include trash removal, security, entertainment, marketing, and capital improvements activities designed to attract customers and improve economic vitality of an area.

The LADWP's EDG's goals include identifying and implementing initiatives that will attract, retain and expand environmentally and economically sustainable and resource efficient businesses within the LADWP's service territory and assisting the City in job creation.

B. INITIATIVES

The LADWP EDG's and N&BID's common initiatives include but are not limited to:

1. Conduct specialized market outreach and needs assessment surveys to ensure maximum participation in LADWP programs by BID members
2. Coordinate events and programs to focus on sustainable growth
3. Consolidate and rebuild top quality digital communication tools.
 - Enhance and expand the new "BID Consortium" website
 - Update videos that tell the BID stories, and explore new media marketing means.
4. Promote and Market BID events, projects, and programs

- Update the "State of the BID" and assist the various BIDs with marketing their projects and programs.
 - Develop media plan for promoting BID.
5. Creating events/programs that focuses on sustainability and economic development
 6. Maximizing LADWP real estate assets within BID areas
 7. Overlay of BID in the LocatLA website
 8. Other mutually agreed upon efforts

C. LADWP BENEFITS

EDG is focused on delivering programs that meet at least one of the three "Es" - Environmental, Equity, or Economy while supporting LADWP's electrification, energy, or water sustainability

LADWP benefits from the listed initiatives above because LADWP will have an opportunity to better promote its economic development, efficiency and sustainability programs and services to businesses in the BIDs in support of LADWP's sustainability goals. These initiatives would place greater emphasis on customer-facing program communications, marketing, and outreach thereby increasing customer satisfaction and participation.

D. BIDS BENEFITS

The BIDs will significantly benefit from this agreement because it will enable them to continue and expand core services. BIDs will also be better able to collect data as well as establish metrics and measure progress which will be reported to the City in a regular manner.

E. CITY CLERK'S RESPONSIBILITIES

The City Clerk through its N&BID shall partner with LADWP to ensure BID participation in the Initiatives set forth above in this MOU

F. FINANCIAL SUPPORT

LADWP shall provide the N&BID funding in the amount not to exceed the amount of \$140,000 for the fiscal year of July 1, 2014 to June 30, 2015

G. INDEMNIFICATION

Pursuant to Section 895.2 of the Government Code of State of California imposing certain tort liability jointly upon entities solely by reason of such entities being parties to an agreement as defined by Section 895 of said code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be

imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party solely by virtue of said Section 895.2 or said Code. The provisions of Section 2778 of California Civil Code are made a part hereof as if fully set forth herein

H. TERM OF AGREEMENT

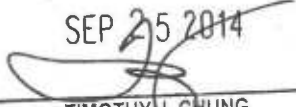
The term of this MOU will commence upon November 1st, 2014 and terminate on June 30, 2015.

By: Holly L. Wolcott
City Clerk

By: Marcie L. Edwards
General Manager

Signed this day of _____, 2014

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

SEP 25 2014
BY 
TIMOTHY J. CHUNG
DEPUTY CITY ATTORNEY