

**LETTER OF INTENT
BETWEEN THE LOS ANGELES DEPARTMENT OF WATER AND POWER AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 18
RE: RFP NO. 90370, PROFESSIONAL, TECHNICAL,
AND ENGINEERING CONSULTING SERVICES**

The Los Angeles Department of Water and Power (LADWP) and the International Brotherhood of Electrical Workers (IBEW), Local 18 (hereinafter, "Parties"), have met and discussed the proposed services contracts for RFP No. 90370, for Professional, Technical, and Engineering Consulting Services. Provided that the Board of Water and Power Commissioners (Board) approves by resolution this Letter of Intent (LOI), the Parties agree to the following:

1. IBEW, Local 18, agrees not to file any grievance or arbitration request with respect to the proposed Professional, Technical, and Engineering Consulting Services Agreement (hereinafter, "Agreement").
2. IBEW, Local 18, waives any objection or obligation to meet and confer, including any Memoranda of Understanding (MOU) Appendix B process, with respect to the Agreement. In exchange for such consideration, LADWP shall adhere to the terms set forth in the paragraphs listed below.
3. LADWP agrees that the following provisions will be followed during its administration of the Agreement, but such provisions shall not constitute a "practice" and that any requirement to adhere to those provisions shall expire upon the expiration of the Agreement.
 - a. Contractor shall provide services, implement task orders, and provide deliverables in task orders authorized by LADWP in accordance with the Agreement Article VI, Task Order Development and Approval; and consistent with the services detailed in Section 5.1.1, Description of Consulting Services.
 - b. Contractor will be asked to submit a list of job classifications used to perform the proposed contracted work. Once the list of job classifications is received from the contractor, the Parties will meet to determine if any civil service classifications and work group(s)/section(s) are impacted by the Agreement.

- c. The Parties will meet quarterly to review LADWP's:
 - i. Usage of the Agreement, and
 - ii. Overtime worked and declined by LADWP personnel impacted by the Agreement through task order(s) issued to perform bargaining unit work.
 - iii. Knowledge-transfer/training components of each task order.
4. LADWP's Contract Administrator will ensure that the following steps are taken before the issuance of any task order(s) covered under the Agreement:
 - a. Determine whether or not appropriate LADWP work group(s)/section(s) have the knowledge and ability to perform the work requested in the task order.
 - b. Determine if the appropriate LADWP work group(s)/section(s) can perform the required work in the required timeframe without affecting other priority work, upon LADWP directing the task to that work group(s)/section(s).
 - c. For those task order(s) that cannot be performed internally within the parameters described above, a copy of the task order will be distributed to IBEW, Local 18, along with a list of the work group(s)/section(s) that might be affected. The reason(s) for the inability to perform the work shall be recorded.
 - d. A knowledge-transfer/training component will be included within the proposed task order.
 - e. When possible, the task order shall be distributed at least 14 days prior to the formal issuance of the task order.
 - f. IBEW, Local 18, at its discretion, may request a meeting to discuss the proposed task order.
5. LADWP will ensure that the following steps are adhered to during the issuance of any task order(s) covered under the Agreement:
 - a. A knowledge-transfer/training component will be included within the proposed task order. Management will ensure that training received through the task orders under this contract helps employees transition to doing similar work in the future.

- b. Supervisors are required to document training and knowledge transfer sessions provided by outside consultants as part of their Professional Services contracts. Such information shall be saved on local servers until a new Power System-wide system is launched for storing and searching training materials.
 - c. Supervisors and managers and the contract administrator who have the authority to approve invoices are required to withhold payments to consultants if applicable training and knowledge transfer sessions referenced in (a) above are not conducted or provided pursuant to the training plan of the applicable task order.
 - d. If any task order is for one-time, non-repeatable services, or for services LADWP preliminarily considers not applicable, the Parties will meet and discuss applicability of this section.
6. Consistent with Appendices B¹ and D² of existing MOUs for all bargaining units represented by IBEW, Local 18, and Board Resolution No. 008-042, concerning contracting out, the Parties agree that in order to meet maintenance and business needs, LADWP, as a condition of contracting out bargaining unit work, shall offer those employees that normally perform the work to be performed by the contractor, ten percent (10%) or five percent (5%) overtime as applicable in the appropriate MOU during the time the contractor is actually performing bargaining unit work under the Agreement. Specifically, overtime shall begin with the start date of the issuance of a specific task order and end the pay period when the task order deliverables are completed. If an employee chooses to decline an offer of overtime work, such declination shall count toward LADWP meeting any overtime obligation under this Agreement. This provision does not apply to tasks that require expertise not available within the affected bargaining unit(s).
7. If the appropriate work group declined the work based on the required timeframe, but the contractor is found to be performing the work after the required timeframe, management agrees to offer an additional five percent (5%) overtime in addition to the ten percent (10%) or five percent (5%) overtime, as applicable in the appropriate MOU. The offering of the additional five percent (5%) overtime shall be equivalent to the number of days starting from the first day the contractor is performing work, after the required timeframe, to the end of the pay period when the task order deliverables are completed and received by LADWP.

¹ Appendix B – Administrative Representative Unit, Professional Unit, Supervisory Professional Unit, Technical Unit, and Supervisory Technical and Business Administration Unit

² Appendix D – Clerical Unit, Supervisory Clerical and Administrative Unit, Operations, Maintenance and Service Unit, Steam Plant and Water Supply Unit, and Supervisory Blue Collar Unit

8. The provision of the additional five percent (5%) herein is exclusive to the proposed Agreement, is non-precedence setting, and will only be adhered to during the administration of this Agreement. This provision is only applicable due to the undefined aspects of the professional services tasks.
9. The impacted civil service classifications to be identified pursuant to paragraphs 3 and 4 are anticipated to be in the work group(s)/section(s) listed below. If other work group(s)/section(s) are later identified as a result of the process outlined in paragraphs 3 and 4, the Parties will meet and discuss their inclusion in the terms of this LOI.

Water Engineering and Technical Services (WETS) Survey

Power System Engineering Division (PSED) Electrical, Civil, Structural, Architectural, Geotechnical

Power Planning and Development Engineering

PSED Generation Engineering

PSED Quality Assurance

PSED Pressure Vessels

Power System Drafting

Power Construction and Maintenance Division

The impacted civil service classifications within the impacted work group(s)/section(s) to be identified pursuant to paragraph 4 will be offered ten percent (10%) or five percent (5%) overtime as applicable in the appropriate MOUs, consistent with the provisions of paragraph 5, and an additional five percent (5%), as applicable within the provisions of paragraph 6 of this LOI.

10. LADWP will create a new independent Training Administrator function with at least one full time equivalent employee fully dedicated to administering every aspect of the Agreement that pertains to training. The responsibilities shall include, but are not limited to: reviewing the training section of each task order, approving the evaluation of training criteria for task orders, monitoring training progress, tracking and monitoring that training is provided by the contractor and received by the appropriate employees, and maintaining the associated training database. The employees shall also be responsible for ensuring that the Training Plans reflect and document the training received by those LADWP employees whose work relates to the scope of the respective task orders under this Agreement.

11. This LOI does not bind the Parties with respect to discussions and does not set forth any future precedents regarding future contracts. However, with respect to the Agreement identified in paragraph 1, this LOI is the sole and entire agreement between the Parties.
12. This LOI shall terminate upon the termination and/or completion of the Agreement identified in paragraph 1, including any extensions thereof as may be approved by the Board.
13. This LOI shall be effective upon the effective date of the resolution signifying the Board's approval thereof and expires at the end of the contract period. Until that resolution is promulgated, this LOI is void and of no effect.

For the Parties:

DAVID H. WRIGHT
General Manager
Los Angeles Department of Water and Power

BRIAN D'ARCY
Business Manager
International Brotherhood of
Electrical Workers, Local 18

Date: _____

Date: _____