

**LOS ANGELES PUBLIC LIBRARY  
BOARD REPORT**

January 14, 2021

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **INSTALLATION OF WATER HYDRATION STATIONS AT LOS ANGELES  
PUBLIC LIBRARY FACILITIES**

**RECOMMENDATION:**

That the Board of Library Commissioners:

1. Approve the Memorandum of Understanding (MOU) between the City of Los Angeles Department of Water and Power (LADWP) and the Los Angeles Public Library (LAPL) for the Installation of Hydration Stations at Central and Branch Libraries; and
2. Authorize the City Librarian and the City Attorney be authorized to make technical changes to the MOU; and
3. Adopt the attached Resolution for the Installation of Water Hydration Stations at LAPL facilities.

**FINDINGS:**

1. A hydration station is any device that dispenses drinking water and must include a bottle filling mechanism or allow for bottles to be filled.
2. LADWP is a proprietary department of the City Los Angeles (City) organized under the Los Angeles City Charter (Charter) with a mission to provide clean, reliable water and power to the residents of Los Angeles. Section 679 (c)(5) of the Charter authorizes the LADWP to appropriate, transfer or expend the money in the Water Revenue Fund and Power Revenue Fund to promote any of its products and services, as well as for the promotion of conservation.

3. LADWP established a Hydration Station Initiative Program (HSIP) with initial funding of two million dollars (\$2,000,000.00) over five years. The program reimburses other City departments \$5,000 for the installation of each indoor hydration station.
4. LAPL and the LADWP commit to identifying and implementing the installation of hydration stations at library buildings identified by LAPL.
5. LAPL will purchase indoor hydration stations and install them at a designated location close to the water main or high use line to prevent/limit water stagnation.
6. LADWP will reimburse LAPL for the equipment associated with the hydration station installation.
7. This MOU shall expire on November 1, 2024, or earlier upon establishing different requirements for installing hydration stations throughout the City from those requirements outlined in this Hydration Station Initiative Program.
8. This MOU may be extended or amended in writing by mutual agreement of the parties. With the passage of time and use of this MOU, it is anticipated that the provisions of this MOU will be modified and extended to enhance the Hydration Station Initiative Program.
9. Mayor Garcetti's Green New Deal Sustainable City pLAn 2019 states that City agencies intend to install or refurbish hydration stations at 200 sites, prioritizing municipally-owned buildings and public properties such as libraries and parks.
10. Approving this MOU between LADWP and LAPL will help achieve the Mayor's Green New Deal Sustainable pLan 2019 goal.

Prepared by: Alexander Tagle, Management Analyst, Facilities & Event Management

Reviewed by: Eloisa Sarao, Director, Facilities & Event Management

## **RESOLUTION**

### LIBRARY RESOLUTION NO. 2020-XX (C-XX)

WHEREAS LADWP is a proprietary department of the City of Los Angeles (City) organized under the Los Angeles City Charter (Charter) with a mission to provide clean, reliable water and power to the residents of Los Angeles. Section 679 (c)(5) of the Charter authorizes the LADWP to appropriate, transfer or expend the money in the Water Revenue Fund and Power Revenue Fund to promote any of its products and services, as well as for the promotion of conservation; and

WHEREAS LADWP established a Hydration Station Initiative Program (HSIP) with initial funding of two million dollars (\$2,000,000.00) over five years. The program reimburses other City departments \$5,000 for the installation of each indoor hydration station; and

WHEREAS LAPL and the LADWP commit to identifying and implementing the installation of hydration stations at library facilities identified by LAPL; and

WHEREAS This MOU shall expire on November 1, 2024, or earlier upon establishing different requirements for installing hydration stations throughout the City from those requirements outlined in this Hydration Station Initiative Program; and

WHEREAS This MOU may be extended or amended in writing by mutual agreement of the parties.

THEREFORE BE IT RESOLVED That the Board of Library Commissioners approve the Memorandum of Understanding (MOU) between the City of Los Angeles Department of Water and Power (LADWP) and the Los Angeles Public Library (LAPL) for the Installation of Hydration Stations at Branch Libraries and Central Library; and

FURTHER RESOLVED, That the Board of Library Commissioners approve the installation of hydration stations at library buildings identified by LAPL; and

FURTHER RESOLVED, That LAPL will seek reimbursement from LADWP for the cost of the installation of the indoor hydration system; and

FURTHER RESOLVED, That LAPL City Librarian and the City Attorney be authorized to make technical changes to the MOU.

This is a true copy.

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Raquel M. Borden  
Board Executive Assistant

Adopted by the following votes:

AYES:  
NOES:  
ABSENT:

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE  
CITY OF LOS ANGELES  
LOS ANGELES PUBLIC LIBRARY**

**AND**

**THE  
CITY OF LOS ANGELES  
DEPARTMENT OF WATER AND POWER**

**FOR HYDRATION STATION  
INSTALLATION AND RETROFIT PROJECTS  
AT CENTRAL AND BRANCH LIBRARIES**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF LOS ANGELES DEPARTMENTS OF  
WATER AND POWER AND  
THE LOS ANGELES PUBLIC LIBRARY**

This Memorandum of Understanding (MOU) is mutually agreed upon by and through the City of Los Angeles the Department of Water and Power (LADWP) and the Los Angeles Public Library (LAPL), effective upon the date approved by the Board of Water and Power Commissioners and the Board of Library Commissioners.

**RECITALS**

**WHEREAS**, LADWP is a proprietary department of the City Los Angeles (City) organized under the Los Angeles City Charter (Charter) with a mission to provide clean, reliable water and power to the residents of Los Angeles; and

**WHEREAS**, LAPL serves the largest population of any public library system in the United States with 72 branch libraries and a Central Library; and

**WHEREAS**, Section 679 (c)(5) of the Charter authorizes the LADWP to appropriate, transfer or expend the money in the Water Revenue Fund and Power Revenue Fund for the promotion of any of its products and services, as well as for the promotion of conservation; and

**WHEREAS**, expanded products and services will provide benefits to the City and will not interfere with the role of the LADWP as a provider of water and power to the City's inhabitants; and

**WHEREAS**, the LADWP is further authorized to sell water-related products and services pertaining to water delivery, water quality, water storage, metering, water audits and the design, procurement, installation, operation, and maintenance of water-related equipment and systems to any person or entity within its retail service areas; and

**WHEREAS**, Mayor Garcetti's Green New Deal Sustainable City pLAn 2019 states that City agencies intend to:

- (1) Install or refurbish hydration stations at 200 sites, prioritizing municipally-owned buildings and public properties such as parks.
- (2) Provide drinking water access at five sites in the areas of highest need and install or retrofit hydration stations at municipal buildings.
- (3) Identify priority hydration stations per council district for retrofit; prioritize large municipal buildings and LADWP customer service centers; and
- (4) Develop strong community outreach and education programs on tap water quality.

**WHEREAS**, the people of the City and the environment will benefit from increased access to clean tap water; and

**WHEREAS**, the combined efforts of LADWP, LAPL, and other agencies will help achieve the above-stated goals; and

**WHEREAS**, a hydration station is any device that dispenses drinking water and must include a bottle filling mechanism or allow for bottles to be filled. All references to “hydration station” in this MOU shall refer only to those hydration stations that are installed pursuant to the terms of this MOU as part of the Hydration Station Initiative Program.

**NOW, THEREFORE**, LAPL and the LADWP commit to identifying and implementing the installation of hydration stations at Library buildings identified by LAPL in accordance with the provisions set forth below in this MOU.

## **ARTICLE I – THE MOU**

### **A. PURPOSE OF THE MOU**

To establish roles and responsibilities for the procurement, installation, and maintenance of hydration stations at LAPL facilities.

To set forth the terms and conditions under which the financial agreement between the LADWP and LAPL regarding the Hydration Station Initiative Program (HSIP) will be implemented.

To establish a repayment schedule and process that will result in the repayment of the Hydration Station Initiative Program to LAPL.

### **B. EFFECTIVE DATE OF THE MOU**

This MOU will take effect upon execution by both authorized representatives of the LADWP and LAPL.

### **C. REPRESENTATIVE PARTIES OF THIS MOU**

The representatives of the respective parties who are authorized to administer this MOU and to whom formal notices, demands, requests, and communications shall be given are as follows:

For the LADWP:

Martin L. Adams  
General Manager and Chief Engineer  
Los Angeles Department of Water and Power  
111 North Hope Street, Room 1550  
Los Angeles, CA 90012

For LAPL:

John F. Szabo  
City Librarian  
Los Angeles Public Library  
630 West 5<sup>th</sup> Street  
Los Angeles, CA 90071

## **ARTICLE II – LAPL**

LAPL will do the following:

### **A. INVENTORY**

1. LAPL will maintain an inventory of new publicly-accessible hydration stations in their facilities and make the list available to LADWP upon request.
2. Should hydration stations installed under HSIP need to be relocated, LAPL will consult with LADWP to ensure the new location of hydration station will continue to meet the conditions as listed in this MOU, otherwise funding may need to be returned to LADWP upon request.

### **B. HYDRATION STATION PROCUREMENT, INSTALLATION, AND MAINTENANCE**

1. LAPL will be responsible for the procurement, installation, and maintenance of the hydration stations, including plumbing hardware, replacement parts, and labor.
2. LAPL will purchase hydration stations (indoor hydration stations must be equipped with a chiller, if feasible); install hydration stations at an LAPL-designated location close to the water main or on a high use line to prevent/limit water stagnation; and for indoor units with chillers, ensure the chillers are operable.
3. LAPL shall perform all maintenance necessary to ensure the hydration stations are kept in good working order for a period not less than five years or the lifespan of the unit and shall pay all costs related thereto.
4. LAPL will be responsible for initial installation, inspection, and any necessary replacements of mutually-approved signage at all installed hydration stations.
5. LAPL will provide a list of libraries per year for the installation of the hydration stations.
6. To request reimbursement, LAPL will submit the following:

- a. Request for Reimbursement (Attachment A) which must include information such as: installation location, installation date, description, quantity, unit price, tax, total LADWP reimbursement amount due. The cost of materials and labor must be clearly identified as a line item and correlate with the cost components listed on the invoice/receipt;
- b. Invoice/receipt which includes an itemization of costs associated with each installed hydration station (e.g., labor, equipment and materials, fees and cost of hydration station); and
- c. Hydration Station Evaluation Form (Attachment B) which must be completed as thoroughly and accurately as possible and include representative photos.

#### C. HYDRATION STATION SIGNAGE

1. LAPL will apply, maintain and replace as needed all hydration station markings and signage as agreed upon and approved by LADWP and LAPL on all hydration stations covered by this MOU.
2. LAPL will be responsible for initial installation, inspection, and any necessary replacements of mutually-approved signage at all installed hydration stations.

#### D. WATER CONSUMPTION AND COST

LAPL will be responsible for the cost of water consumed from the hydration stations on its facilities.

#### E. CLEANING AND DISINFECTION

LAPL will schedule regular cleaning and disinfection of each hydration station. Routine cleaning is essential for sanitary reasons, to address vandalism, to keep the hydration station working properly, and to provide clean hydration stations for the public.

### **ARTICLE III – LADWP**

LADWP will do the following:

#### A. EVALUATION

1. After LAPL installs the hydration stations, LADWP shall assess the condition and operability of hydration stations installed under the provisions of this MOU to qualify for reimbursement. After inspection and approval by LADWP, LAPL will submit an invoice for the approved hydration station
2. LADWP shall support LAPL's effort to maintain an inventory and evaluation of installed hydration stations in publicly-accessible indoor areas.

## B. HYDRATION STATION REIMBURSEMENT

1. LADWP will contribute up to \$5,000 for indoor models and up to \$10,000 for outdoor models toward the procurement and installation of hydration stations at the locations within the LAPL facilities. LADWP's goal is to promote the use of tap water by providing hydration stations with chillers, when feasible, including promotional signage approved by LAPL and LADWP at high traffic areas in public places.
2. To qualify for reimbursement, each hydration station must be installed, operable, and meet the conditions as defined in this MOU.
3. LADWP will review the Request for Reimbursement along with the invoice/receipt and completed Hydration Station Evaluation Form.
4. LADWP will assign a unique identifier for each hydration station and maintain an inventory of all hydration stations reimbursed pursuant to this MOU and submitted upon request.
5. LADWP will reimburse LAPL for the procurement and labor costs associated with the hydration station installation. LAPL will be reimbursed by Interdepartmental Order. Funds will be transferred into the LAPL Account Number Fund 300, Department 44, Revenue Source Code 5301 Reimbursement from Other Funds. LADWP will reimburse up to \$5,000 for each indoor hydration station and up to \$10,000 for each outdoor hydration station.
6. Qualifying hydration stations installed after January 1, 2019 are reimbursable upon approval of the MOU by both parties.

## C. HYDRATION STATION EDUCATION AND OUTREACH

1. LADWP will collaborate with LAPL on designing the signage, which is subject to approval by both parties.
2. LADWP will be responsible for, and limited to, providing inspections of the installed hydration stations, and their markings and signage in coordination with LAPL.

## **ARTICLE IV – GENERAL PROVISIONS**

### A. MODIFICATION OF MOU:

This MOU may be modified in writing by mutual agreement of the parties. Either party may propose amendments. LADWP and LAPL agree to meet with each other within sixty (60) days after a modification to this MOU has been requested in writing to discuss the proposed amendments.

### B. DURATION OF MOU:

1. This MOU shall expire on January 2, 2024.
2. This MOU may be extended, amended or terminated in writing by mutual agreement of the parties. With the passage of time and use of this MOU, it is anticipated that the provisions of this MOU will be modified and extended to enhance the Hydration Station Initiative Program and may be updated to establish requirements that are different from prior requirements.

C. STATEMENT REGARDING BEST EFFORTS:

1. While this MOU contains non-binding compliance dates, LADWP and LAPL pledge to make their best efforts to comply with all of the provisions of the MOU. All parties recognize that no cause of action can arise by the failure of either party to comply with any provision of this MOU. This MOU shall not establish any rights for any third party that is not a signatory to this MOU.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, each party hereto has caused this Memorandum of Understanding to be executed by their duly authorized representatives.

Execution:

By: \_\_\_\_\_  
BICH NGOC CAO  
Board of Library Commissioners

By: \_\_\_\_\_  
MARTIN L. ADAMS  
General Manager and Chief Engineer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
BASIA JANKOWSKI  
Deputy City Attorney

By: \_\_\_\_\_  
RAQUEL BORDEN  
Executive Assistant

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_