

**AMENDMENT NO. 1 TO AGREEMENT NO. 47851
BETWEEN
LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
KORN FERRY (US)**

THIS AMENDMENT NO. 1 to Agreement No. 47851 is made and entered into by and between the City of Los Angeles, acting by and through the Los Angeles Department of Water and Power, a municipal corporation (hereinafter referred to as LADWP) and Korn Ferry (US) (hereinafter referred to as “Consultant”), collectively the “Parties”; and

WHEREAS, the Parties have entered into Agreement No. 47851 (the “Agreement”) under which Consultant agreed to perform Organizational Consulting Services for the LADWP Chief Executive Officer for a term of eleven (11) months and an amount not-to-exceed \$460,000, effective August 31, 2024, which together with all amendments hereto shall be referred to as the “Agreement”; and

WHEREAS, the Chief Executive Officer has a need for additional Organizational Design Consulting Services, including an extension of the services previously being provided by Consultant under the Agreement and new Power System Organizational Review services; and

WHEREAS, this Amendment will increase the not-to-exceed amount of the Agreement by an additional \$1,444,000 for a new total not-to-exceed amount of \$1,904,000 and extend the term by twelve (12) months for a total term of one (1) year and eleven (11) months.

NOW, THEREFORE, that for good and valuable consideration including the mutual exchange of promises, the Parties agree to amend the Agreement as follows:

1. Article II, Term of the Agreement, is amended to read, as follows:

The term of this Agreement shall commence upon execution of this Agreement by all Parties hereto and shall terminate ~~eleven (11) months~~ one (1) year and eleven (11) months thereafter, subject to the termination provisions herein. Performance shall not begin until the Consultant has obtained LADWP approval of insurance required herein.

(~~strikethrough~~ indicates deletions, underline indicates additions)

2. Section 4.1.1, Not-to-Exceed Amount, is amended to read, as follows:

The total compensation that may be paid to the Consultant by LADWP for complete performance of the services as required under this Agreement shall not exceed ~~four hundred sixty thousand dollars (\$460,000)~~ one million, nine hundred four thousand dollars (\$1,904,000), which is inclusive of all Consultant fees and reimbursable expenses.

(strikethrough indicates deletions, underline indicates additions)

3. Section 4.2, Allowable Fees and Costs, is amended to read, as follows:

LADWP shall pay for services as set forth in **Exhibit C, Fee Schedule** and in accordance with the tasks, milestones, or phases of the project as established in **Exhibit H, Statement of Work** of this Agreement and based upon the fixed monthly fees established in and as set forth in **Exhibit C, Fee Schedule**, which is attached hereto and made a part hereof. Such ~~fixed monthly~~ fees are inclusive of salary, employee benefits, overhead, profit, general office expenses, administrative services, invoice preparation and processing, routine telecommunications, internet, personal computer, facsimile, routine postage, individual shipping charges of less than ten dollars (\$10.00), incidental copying, one hard copy of deliverables, if requested by LADWP, and one electronic copy of deliverables ~~costs~~.

(strikethrough indicates deletions, underline indicates additions)

4. Section 4.2.1, Payment of Subconsultant Costs, is amended to read, as follows:

Subconsultant expenses, if any, shall be included in the ~~fixed monthly~~ fees payable by LADWP to Consultant established in **Exhibit C, Fee Schedule**.

No markup of any kind by the Consultant or Subconsultant for Subconsultant services of any tier shall be allowed.

(strikethrough indicates deletions, underline indicates additions)

5. Section 4.3, Method of Payment, is amended to read, as follows:

Consultant shall submit invoices to LADWP, and LADWP shall pay Consultant for, services performed by Consultant in accordance with **Exhibit C, Fee Schedule** and the description of the tasks, milestones, or phases of the project provided in **Exhibit H, Statement of Work**. ~~Payment for Consultant services shall be made in accordance with the fixed monthly fees established in~~ **Exhibit C, Fee Schedule** ~~and pursuant to the tasks, milestones, or phases of the project as established in~~ **Exhibit H, Statement of Work**. ~~The Consultant shall submit invoices to LADWP in accordance with the fixed monthly fees established in~~ **Exhibit C, Fee Schedule** ~~and pursuant to the tasks, milestones, or phases of the project as established in~~ **Exhibit H, Statement of Work**.

(strikethrough indicates deletions, underline indicates additions)

6. Section 4.3.3, Fixed Price Invoices, is amended to read, as follows:

For services specifying a fixed price method of payment, whether as a monthly fixed fee or broken down by milestones, payment shall be made within forty-five (45) calendar days after receipt of the Consultant's invoice prepared in accordance with the requirements of Article 4.3.1. Invoices shall be submitted ~~monthly in advance of services being performed by Consultant~~ in accordance with the timeframes established in **Exhibit C, Fee Schedule**.

(strikethrough indicates deletions, underline indicates additions)

7. The Fee Schedule attached to the Agreement as Exhibit C, is hereby deleted and replaced in its entirety with the attached Exhibit C (Revision No. 1).
8. The Statement of Work attached to the Agreement as Exhibit H, is hereby deleted and replaced in its entirety with the attached Exhibit H (Revision No. 1).

Except as amended herein, all terms and conditions of Agreement No. 47851 shall remain in full force and effect.

This Amendment No. 1 may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by LADWP) and sent by e-mail shall be deemed original signatures.

This Amendment consists of four (4) pages plus Exhibit C, Fee Schedule (Revision No. 1) and Exhibit H, Statement of Work (Revision No. 1).

[SIGNATURES INCLUDED ON NEXT PAGE]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to Agreement No. 47851 to be executed by their authorized representatives on the date written below.

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

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

Date: _____

By: _____
JANISSE QUIÑONES
General Manager and Chief Engineer

And: _____
CHANTE L. MITCHELL
Board Secretary

KORN FERRY (US)

Date: 12.02.24

By:  _____
SHELLY FUST
Senior Client Partner

EXHIBIT C (REVISION 1)
Fee Schedule

Consultant shall invoice LADWP for fees and expenses in accordance with the tables provided below up to the total not to exceed amount of \$1,904,000, as follows:

Description	Original Agreement	Amendment No. 1	Total Not-to-Exceed Amount
Impact Accelerator Consulting Services	\$418,000	\$456,000	\$874,000
Power System Organizational Review	\$0	\$920,000	\$920,000
Expenses	\$42,000	\$68,000	\$110,000
Total	\$460,000	\$1,444,000	\$1,904,000

I. Impact Accelerator Consulting Services

Consultant shall invoice LADWP monthly, in advance, for the Impact Accelerator Consulting Services described in Section 3.0.A., of Exhibit H, Statement of Work.

Description	Quantity	Monthly Fee Amount
Impact Accelerator Consulting Services Monthly Fees	23	\$38,000
Total		\$874,000

II. Power System Organizational Review

Consultant shall invoice LADWP for the Power System Organizational Review services described in Section 3.0.B., of Exhibit H, Statement of Work, upon the achievement of the following Milestones:

Milestone (See Statement of Work for Description)	Milestone Fee
Milestone 1	\$ 92,000
Milestone 2	\$276,000
Milestone 3	\$184,000
Milestone 4	\$184,000
Milestone 5	\$184,000
Total	\$920,000

III. Expenses

Consultant shall invoice LADWP monthly in arrears for expenses incurred in the delivery of the services required under this Agreement up to the maximum amount of \$110,000.

Actual Expenses Related to Rescheduling or Cancellation

Consultant will schedule and commit personnel and resources to provide the Services. Consultant understands that LADWP's business conditions may change; however, rescheduling or cancelling meetings and work sessions on short notice may cause Consultant to incur Actual Expenses. "Actual Expenses" means amounts Consultant pays to others in anticipation of the Services (e.g., hotels, airlines) that Consultant cannot recover on its termination of the bookings or that Consultant incurs due to changes or cancellations. Consultant will charge LADWP for costs incurred for any materials Consultant prepares for events, workshops, and meetings if the event, workshop, or meeting is not rescheduled within two months of the original date. LADWP agrees to reimburse Consultant for Actual Expenses incurred as a result of cancelled or rescheduled meetings, upon submission of documentation evidencing such Actual Expenses as set forth in the Agreement.

EXHIBIT H (REVISION 1)

Statement of Work

1.0 BACKGROUND

The new Chief Executive Officer and Chief Engineer (“CEO”) of the Los Angeles Department of Water and Power (“LADWP”) a proprietary department of the City of Los Angeles, and the provider of electric and water utility service within the City of Los Angeles, Ms. Janisse Quiñones, requires organizational consulting services to assist with her plans to transform LADWP and prepare it for the future. LADWP currently provides electric service to more than 1.6 million electric service customers and water service to over 700,000 water service connections with infrastructure spanning across thousands of miles, multiple counties in California, and infrastructure across more than one state.

2.0 PROJECT OBJECTIVES

The objective of this Agreement and the services to be performed by Consultant is to obtain organizational consulting services needed to design a strong organization and talent blueprint to support the CEO’s transformation agenda at LADWP.

The CEO has stated a clear goal to begin laying the foundation for this transformation through an intentional agenda focused on enabling a high impact organization with leadership and cultural outcomes that create momentum for change.

Elements of this critical transformation include:

- Identifying and establishing the organization and cultural blueprint required to support creation of sustainable performance outcomes and employee engagement across LADWP.
- Establishing desired enterprise leadership capabilities and mindset shifts and enabling work conditions to create a high performing enterprise leadership team.
- Streamlining ways of working, roles, accountabilities, and decision making to enable role clarity, effective decision making, compliance adherence, and flow of information across the organization in a way that mitigates risk.
- Establishing talent strategies and people processes that deliver the performance, engagement, and development that makes DWP a magnet for top talent. This will include embedding desired cultural attributes into people processes grounded in a clear vision, mission, and values.

3.0 SCOPE OF WORK AND ANTICIPATED CONTRACT DELIVERABLES

The services provided under this Agreement are divided into two categories: (1) Consultant’s Impact Accelerator services and (2) Power System organizational review, as described more fully below.

A. Impact Accelerator Services

Consultant will make advisors and appropriate resources available to Janisse Quiñones and her top team to provide consulting services to LADWP through the term of this Agreement.

Services will be focused on accelerating the personal, enterprise, and stakeholder impact of Janisse and her top team. Based on discussions with the CEO, the Consultant will:

- Review and assess the state of the organization.
- Diagnose the needs of the organization and prioritize the CEO's areas of focus.
- Recommend actions needed to support the outlined project activities below.
- Deliver services and support in partnership with the CEO and her organization.

Understanding that performance of every activity described below would require a multi-year engagement, Consultant anticipates providing some of the following professional consulting services to the CEO and her top team. Consultant will work with the CEO to prioritize the requested services with the expectation that the results of some activities will drive and determine the need for and depth of necessary follow-on services. Consultant and the CEO will collaborate throughout the engagement and mutually agree on the sequence and prioritization of delivery of the services throughout the engagement. In the event services not described below are required, such additional services may be added through a written amendment approved in accordance with the terms of the Agreement.

Note: Activities 1 through 3 below will be performed by Consultant as part of the first phase of this engagement. Activities 4 and 5 may be performed depending on the outcomes of Activities 1 through 3. The Parties anticipate and agree to review the deliverables and outcomes of Activities 1 through 3 to refine and clarify Activities 4 and 5 and anticipated deliverables.

1. Preliminary Project Schedule:

A. Develop Preliminary Project Schedule:

- (i) Description of Activity: Consultant will discuss a proposed pace for the engagement with the CEO and develop a preliminary project schedule.
- (ii) Anticipated Deliverables: Preliminary schedule for the services to be performed under this Agreement, including known activities anticipated at the time of execution of the Agreement and those activities identified through

discussions with the CEO, and estimated durations for each proposed activity. The preliminary schedule will be subject to change as tasks are completed and the CEO and Consultant refine necessary follow-on tasks and deliverables. Changes to the preliminary schedule will be subject to the mutual agreement of the LADWP CEO and Consultant. The preliminary schedule will be delivered within fourteen (14) calendar days from the effective date of the Agreement, unless otherwise agreed to by the CEO and Consultant.

2. Driving Leadership Team Effectiveness:

A. Top Team Assessment and Alignment Working Session:

- (i) Description of Activity: Consultant will conduct a confidential Top Team working session with the CEO and her direct report team to understand their strengths as an enterprise leadership team.
- (ii) Anticipated Deliverables: Materials needed for working session in support of this activity; output from working session.

B. Establishing Enterprise Leadership Capabilities and Desired Mindset Shifts:

- (i) Description of Activity: Building on the Activity described in Section 2.A, Consultant will work with the CEO to refine the enterprise leadership mindset shifts important for the team to create the conditions for the organization's success.
- (ii) Anticipated Deliverables: Presentation for CEO identifying desired enterprise leadership team capabilities and mindset shifts.

C. Enabling Work Conditions to Create a High Performing Enterprise Leadership Team:

- (i) Description of Activity: Consultant will work with the CEO and her Top Team to prioritize the areas of greatest need for change and transformation.
- (ii) Anticipated Deliverables: A presentation identifying the areas of greatest need identified based on discussions with the CEO and her Top Team and describing the desired outcomes.

D. Top Team Role Requirements:

- (i) Description of Activity: Consultant will work with the CEO and the Top Team to identify and clarify strengths needed to drive forward the organization's transformation.
- (ii) Anticipated Deliverables: Presentation with Top Team members and the CEO to support achievement of the desired outcomes identified in the previous activity.

3. **Executive Messaging, Personal Brand & Leadership Team Communication:**

A. Personal Brand Workshop:

- (i) Description of Activity: Consultant will conduct a personal brand workshop with the CEO to help her better understand the concept of a "personal brand," the importance of having a personal brand, and define her specific personal brand.
- (ii) Anticipated Deliverables: Materials for the workshop; summary of the personal brand following the workshop.

B. Purpose, Vision, Mission, and Values Statement:

- (i) Description of Activity: Consultant will leverage LADWP's existing mission, vision, and values from recent culture management work to understand the From - To shifts required for the future. Consultant will connect these activities with work across all relevant aspects of the engagement.
- (ii) Anticipated Deliverables: Summary of recommendations for process to revise LADWP's existing Mission, Vision, and Values needed to help align the organization with the vision of the CEO and recommendations for changes needed to achieve CEO's strategic vision.

C. CEO Coaching:

- (i) Description of Activity: Ongoing CEO coaching on an as-needed basis.
- (ii) Anticipated Deliverables: Conversations with CEO on targeted topics.

D. Optimizing Stakeholder Relationships:

- (i) Description of Activity: Consultant will assist the CEO in creating a stakeholder ecosystem for the CEO and identify where and how she may best prioritize her energy in engaging with and influencing stakeholders in service of the organization.
- (ii) Anticipated Deliverables: Recommendations as to how to best establish, strengthen, and maintain the stakeholder relationships and engage with key stakeholders identified by the CEO.

4. Perform/Transform Prioritization

- A. Create LADWP's foundation for enabling a clean energy transition.
- B. Perform and Transform Agenda and Roadmap.
- C. Aligning leadership with the goals and objectives of the Perform/Transform agenda.

Section 4 work builds on the "From - To" Shifts identified with the CEO to enable a culture of Enterprise-Minded leaders who enable the LADWP of tomorrow. This work helps identify the enterprise leadership mindsets needed on the CEO's leadership team to achieve LADWP's broader priorities, including transition to a clean energy company amongst other things. This work focuses on the CEO and identified members of her direct leadership team.

5. Org Design, Culture & Effectiveness

- A. Top Team Organization Structure Recommendations.
- B. Developing ELT operating cadence.
- C. Clarifying CEO span of control.
- D. Discuss ways of working, accountabilities, compliance adherence processes with CEO (and her top team during offsite working session).
- E. Establishing talent strategy and people processes that make LADWP a magnet for top talent.
- F. Identify approaches to embedding agreed upon desired cultural attributes into people processes with CEO and CPO.

6. Driving Enterprise Leadership Capabilities and Top Team Effectiveness:

- A. Creating an Enterprise Leader Success Profile for LADWP:

- (i) Description of Activity: Consultant will develop and align the CEO and key stakeholders on a future focused success profile for enterprise leaders at LADWP. By linking the unique accountabilities of top leaders to LADWP's strategic and cultural priorities, the CEO will ensure the leaders possess the capabilities and attributes for organizational success.
 - (ii) Anticipated Deliverables: Enterprise Leader Success Profile
- B. Conducting assessments of up to 12 direct reports to the CEO:
 - (i) Description of Activity: Consultant will assess top leaders against the Success Profile and provide insights about the leaders' strengths, gaps, capacity to develop, and likely impact on your strategic priorities.
 - (ii) Anticipated Deliverables: Assessment reports for each leader assessed by consultant
- C. Designing and facilitating a series of up to 2 Top Team Alignment working sessions:
 - (i) Description of Activity: Consultant will conduct Top Team working session with the CEO and her direct report team to drive enterprise mindset and capabilities and to enhance top team effectiveness.
 - (ii) Anticipated Deliverables: Materials needed for working sessions in support of this activity; outputs from working sessions

7. Enterprise Leadership Culture Attributes and Organizational Development

- A. Preparing and empowering senior leaders to embody and role model enterprise leadership and strategic mindsets to their respective organizations. We will conduct experiential activities around mindset and behavior shifts as part of the ELT offsite.
- B. Transferring knowledge to the transformation teams and advising and supporting them as they cascade key mindset shifts through the organization
- C. Embedding desired cultural attributes into transformation priorities. We will "workshop" transformation priorities at the ELT offsite. Support participants in connecting the dots between

what is “learned” in the offsite setting into both long-term priorities and day-to-day activities and new ways of working.

8. Enterprise Leader Coaching

- A. Providing targeted enterprise leadership coaching for select leaders who need help with the principles to support specific aspects of the organization transformation as identified with the CEO and consultant in service of the CEO’s transformation agenda.

9. CEO Advisory

- A. Identifying potential areas of additional prioritization and action to support the successful transformation efforts across LADWP.

Consultant will pivot, as needed, demonstrating flexibility to support the CEO’s emerging needs. Consultant anticipates scheduling bi-weekly and monthly meetings with the CEO to support the CEO in achieving her key priorities. Topics and the cadence of meetings will be determined in partnership with the CEO. Services will be delivered virtually and in-person. In addition to the above services, Consultant will be available for consultation with the CEO as needed.

Consultant and LADWP agree and acknowledge that the services and fees are not based on a set number of hours, but instead are intended to ensure the CEO has access to the experts and resources she needs in her development journey.

B. Power System Organizational Review

To drive superior performance and sustain growth, LADWP aims to enhance the efficiency of its Power System organization with a future-focused approach. This involves streamlining the current structure to ensure the right roles and workforce are in place for effective power generation and distribution operations.

LADWP requires a Power System organization design that is both flexible enough to scale for growth and streamlined to drive operational efficiency. This design should also leverage synergies with the Water System organization.

The challenge lies in generating value from an evolved model while managing the cost and complexity of current operations, regulatory requirements, legacy culture, and embedding new capabilities. Therefore, LADWP must create an efficient and agile Power System organization that aligns work and talent most effectively.

Project Objectives

Korn Ferry will assist LADWP with a review of its current Power System Organization Design (capabilities, roles, organization structure, workforce distribution) and support re-organization with aligning the go-forward operating model, clarify roles/ accountabilities for leadership roles within the Power System organization, and recommend strong governance frameworks.

The key questions we will be investigating in relation to this project are:

- Is the current operating model aligned with the strategic aspirations of LADWP? What are the current strengths, gaps, and improvement opportunities given LADWP's vision for the Power System organization? What are the regulatory compliance requirements and organizational goals that impact the future operating model and ways of working?
- What core capabilities need to be strengthened or added for the Power System organization to meet its strategic and operational objectives?
- What would the transition look like from current to future state organization design? What would be the critical steps (and if necessary, transitional structures)?
- What are the key communication talking points, when are these triggered, who are the appropriate audiences for each talking point to ensure all staff within the Power System understand the why, what, when, and how of the change to the future state?
- What sort of governance frameworks are essential to ensure successful re-organization?
- What does the future workforce distribution look like (spans, layers, reporting lines)?

Workstream Details and Anticipated Contract Deliverables

Stream	Weeks	Activities	Key Meetings & Deliverables
Stream 1: Current State Analysis	*7-10 (*timeline extends based on if Focus Group Discussions (FGDs) and surveys selected)	<ul style="list-style-type: none"> • Kick off project with an intro meeting (alignment on key expectations, project plan, and key dependencies). • Gather and review available Power System (PS) organizational data in the form of strategy documents, current organization charts, role / job profiles, previous workforce analysis, any on-going / latest work to support the exercise. • Identify stakeholders (up to 15) to interview as part of PS organizational review 	Meetings: <ul style="list-style-type: none"> • Project Kick-Off (60 mins) • Stakeholder interviews (60 minutes each) • Alignment Sessions (2 hours) with core team to agree on current state assessment, design principles, and future state capabilities • Weekly Project Management Meeting (30 mins)

		<ul style="list-style-type: none"> • Schedule stakeholder interviews (60 minutes each) • Meet with leaders/stakeholders to understand priorities, impact on business, opportunities / challenges and expectations (risks and opportunities). Create alignment for process and involvement as required <ul style="list-style-type: none"> • Structure of each division/ department and expectations. • Key roles / jobs within the divisions • Decision making, communication and information flow. • Areas of possible friction / value-loss • Current state analysis of the workforce in PS, including reporting levels of work, distribution, spans, and layers • Review external research to map LADWP against best practices • Current state organizational diagnostic (interview themes, opportunity identification workforce distribution analysis) • Develop draft design principles for the go-forward organization (basis understanding of the future vision and current challenges / issues). • Develop hypothesis on operating model realignment opportunities • Hold 2-3 Alignment Sessions (2 hours each): current state assessment, design principles, and future state capabilities • Conduct Focus Group Discussions (up to 20, i.e. 2 FGDs for each of the 10 divisions) to understand ways of working • Design, rollout, and analyze Insight survey to understand ways of working within the PS org 	<ul style="list-style-type: none"> • Focus Group Discussions (90 minutes each) with key stakeholders/ team members within the PS divisions <p>Deliverables:</p> <ul style="list-style-type: none"> • Kick-off meeting to provide clarity and alignment with key stakeholders on objective, engagement process, outcomes, and deliverables. • Clear engagement plan including key activities, milestones, stakeholder involvement. • Data Request (1 slide or excel workbook) • Working hypothesis of key challenges and opportunities for growth and realignment opportunities • Mapped current state Power System operating model • Map of future state Power System organizational capabilities needed • Design principles and priorities for the future state Power System operating model • Identification of opportunities to optimize and streamline workforce distribution based on current workforce analytics including spans and layers
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Stream 2: Future State Design	11-27	<ul style="list-style-type: none"> • KF to develop 2-3 op model archetypes (options) and share with the core team and draw implications on structure, roles, span and layers • Design Session 1 to finalize operating model and charter to drive effective outcomes, establish clear accountabilities • Design the N-2 org structure for PS: <ul style="list-style-type: none"> • Translate finalized operating model into an N-2 PS org structure • Design Session 2 to finalize the future N-2 PS org structure • Draft role profiles for each N-1 leader in the future PS structure and up to 10 unique/ critical roles in the N-2 level (1 slide per role profile) • Design Session 3 to agree on role profiles • Design governance mechanisms/ interaction models (RACIs) for key processes (up to 5) • Design Session 4 to finalize Governance/ RACI • Review of Water System Op Model and structure (up to N-2) to identify and incorporate synergies (capabilities, joint ways of working, shared assets) into the new Power System Op model & N-2 structure <ul style="list-style-type: none"> • Gather and review available Water System (WS) organizational data in the form of strategy documents, current organization charts, role / job profiles • Identify stakeholders (up to 5) to interview as part of WS operating model review • Schedule stakeholder interviews (60 minutes each) 	<p>Meetings:</p> <ul style="list-style-type: none"> • 4 Design Sessions (2 hours each) with core team to finalize future operating model, N-2 structure, role profiles of N-1 leaders, and governance/ RACIs. • 1 Alignment Session with each N-1 leader to review current state, agree on critical capabilities within their divisions • 1 Design Session with each N-1 leader to finalize the build out of the N-4/5 structure within their divisions, and the key role accountabilities for new roles in their divisions. • Weekly Project Management Meeting (30 mins). <p>Deliverables:</p> <ul style="list-style-type: none"> • Recommend options for the future Power System operating model with tradeoffs • Future state Power System N-2 org structure with role profiles for N-1 leaders and up to 10 unique/ critical roles at the N-2 level • Mapped key interfaces and inter-accountability across the Power System value chain to create clarity of accountability. Includes key interactions models/ RACI (up to 5 processes) • Identified synergistic areas with Water System
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		<ul style="list-style-type: none"> • Meet with leaders/stakeholders to understand priorities, impact on business, opportunities / challenges and expectations (risks and opportunities). • Structure of each division/ department and expectations. • Key roles / jobs within the divisions • Decision making, communication and information flow • Identification of synergistic areas with PS in terms of capabilities, joint ways of working, and shared assets • 1 Alignment Session with core PS team to agree on identified synergies and incorporate it into future ways of working • Cascade the finalized N-2 structure down to the N-4/5 levels <ul style="list-style-type: none"> • 1 Alignment Session with each future state N-1 leader to review current state, agree on critical capabilities within their divisions • Design the N-4/5 structure for each division incorporating workforce distribution agreements and the identified critical capabilities • Draft key role accountabilities for new roles within the N-4/5 structure in each division • 1 Design Session with each future N-1 leader to finalize the build out of the N-4/5 structure within their divisions, and the key role accountabilities for new roles in their divisions 	<p>(capabilities, ways of working, and shared assets)</p> <ul style="list-style-type: none"> • Cascaded and built out future state org structure for each division within the Power System (up to N-4/5) with role accountabilities for new roles at the N-4/5 level • Agreement on opportunities to streamline current workforce and levels of work
Stream 3: Activating the Design	28-33	<ul style="list-style-type: none"> • Develop a high-level activation roadmap with transition structures identified 	<p>Meetings:</p> <ul style="list-style-type: none"> • 2 Alignment Sessions with core team on Transition Plan (90 mins each)

		<ul style="list-style-type: none"> • Develop templates for capturing individual transition plans (based on mapping current role to future role for each employee) • Activation Session to agree on activation roadmap (including structure, communication triggers) and role transition templates • Identify enabling conditions such as cultural priorities, ways of working, change and comms needs • Draft communication plan and approach to engage N-1 leaders and N-2 managers on the roadmap • Draft talking points and FAQs for managers (focused on what and how to communicate role changes to their team) • Wrap-up meeting with core team to align on transition plan and communication talking points 	<p>including templates, communication talking points, and transition milestones</p> <ul style="list-style-type: none"> • Weekly Project Management Meeting (30 mins). <p>Deliverables:</p> <ul style="list-style-type: none"> • Future Power System organization design with functional charter, key roles, role accountabilities and, and reporting. • A workforce transition plan includes templates for mapping role transitions • Agreement on transition structures and roles and key triggers and milestones • Transition plan highlighting priorities, enablers, risks with clarity on sequencing, and process for populating the new structure (includes comms and capability development) • Agreement on stakeholder engagement plan and key messages including templates for notifications on talking points and FAQs for managers to socialize the change in their teams
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Assumptions:

- This project is only limited to the scope of the works outlined above.
- Socialization of structure (final or transition) will be managed by LADWP.
- Scheduling of meetings (as per the finalized project plan) with leaders and other stakeholders will be undertaken by LADWP's core team.
- Korn Ferry and the CEO will review the project plan every month (Any updates to the project plan must fall within the agreed scope.)

Invoicing Schedule:

Deliverable	% of total Fees
<p>Milestone One: Submission of a Work Plan for Power System Organizational Review services</p> <p>(Submission means Korn Ferry would have submitted a draft work plan to the CEO, made updates based on CEO's feedback, and submitted the updated work plan to CEO)</p>	10%
<p>Milestone Two (estimated to be 10 weeks from start of Power System Organizational Review Services):</p> <ul style="list-style-type: none"> Submission of current state report including: <ul style="list-style-type: none"> Mapped current state Power System operating model Submission of map of future state Power System organizational capabilities needed Submission of Design principles and priorities for the future state Power System operating model Submission of workforce analysis (spans and layers) <p>(Submission means Korn Ferry would have submitted report to the CEO, made updates based on CEO's feedback, and submitted the updated report to CEO)</p>	30%
<p>Milestone Three:</p> <p>19 weeks from Start date:</p> <ul style="list-style-type: none"> Submission of recommended options for the future Power System operating model with trade offs Submission of Future state Power System N-2 org structure with role profiles for N-1 leaders and up to 10 unique/ critical roles at the N-2 level Submission of Mapped key interfaces and inter-accountability across the Power System value chain to create clarity of accountability (including key interactions models/ RACI (up to 5 processes) <p>(Submission means Korn Ferry would have submitted report to the CEO, made updates based on CEO's feedback, and submitted the updated report to CEO)</p>	20%
<p>Milestone Four (estimated to be 27 weeks from start of Power System Organizational Review Services):</p> <ul style="list-style-type: none"> Submission of identified synergistic areas with Water System (capabilities, ways of working, and shared assets) Submission of cascaded and built out future state org structure for each division within the Power System (up to N-4/5) with role accountabilities for new roles at the N-4/5 level <p>(Submission means Korn Ferry would have submitted report to the CEO, made updates based on CEO's feedback, and submitted the updated report to CEO)</p>	20%
<p>Milestone Five (estimated to be 33 weeks from start of Power System Organizational Review Services):</p> <ul style="list-style-type: none"> Submission of Future Power System organization design with functional charter, key roles, role accountabilities and, and reporting. Submission of workforce transition plan including templates for mapping role transitions as well as key triggers and milestones, priorities, enablers, 	20%

<p>risks with clarity on sequencing, and process for populating the new structure (includes comms and capability development)</p> <ul style="list-style-type: none"> • Submission of stakeholder engagement plan and key messages including templates for notifications on talking points and FAQs for managers to socialize the change in their teams <p>(Submission means Korn Ferry would have submitted report to the CEO, made updates based on CEO's feedback, and submitted the updated report to CEO)</p>	
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Deliverables provided by Consultant shall be marked as confidential to the extent they constitute the confidential, proprietary, or trade secret information of Consultant and/or to the extent that they contain sensitive information otherwise protected from release under the California Public Records Act ("CPRA"). Prior to delivering any confidential materials to LADWP, Consultant's legal representatives may request a meeting with LADWP's legal representatives to determine the extent to which documents may or should be marked as confidential and how they should be marked. In the event LADWP receives a request for materials under the CPRA that are marked confidential, LADWP will handle such request in accordance with Section 7.2 of the Agreement.

EXCEPT AS EXPLICITLY STATED, THIS SOW DOES NOT INCLUDE AN INTELLECTUAL PROPERTY LICENSE TO CONSULTANT'S INTELLECTUAL PROPERTY.

4.0 REPORTING

Consultant will provide monthly status updates in a form acceptable to the CEO and as otherwise mutually agreed upon by the CEO and the Consultant.