

# 31170

AMENDMENT NO. 3  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF LONG BEACH  
AND

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 3 to Memorandum of Understanding (this "Amendment"), is dated as of September 30, 2013, by and between City of Long Beach ("Grantee"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Memorandum of Understanding No. MOU.P00F1334, dated March 13, 2009, which was amended on August 31, 2011 and September 28, 2012 (as amended, the "Existing MOU"), which Existing MOU provides for the Atlantic Avenue Signal Synchronization and Enhancement Project, ("the Project"); and

B. Whereas, LACMTA Board on July 25, 2013, desires to extend the lapsing date of Funds programmed for Fiscal years (FY) 2008-09 to June 30, 2014; and

C. Grantee and LACMTA desire to amend the Existing MOU as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8.1(iv) of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following: "Funds programmed for FY 2008-09 are subject to lapse on June 30, 2014. Grantee shall expend these Funds by the lapsing date."

2. Part II, Paragraph 11 of Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following:

**"11. COMMUNICATIONS:**

11.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web

address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

11.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

11.4 Grantee shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.5 The LACMTA Project Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section. Grantee failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein."

3. Except as expressly amended hereby, the Existing MOU remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOU that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

By:   
Arthur T. Leahy  
Chief Executive Officer

Date: 11/20/13

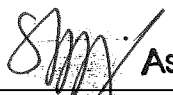
APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By:   
Deputy


Date: 10/17/13

CITY OF LONG BEACH

By:  Assistant City Manager  
Patrick H. West  
City Manager  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

Date: 11.12.13

APPROVED AS TO FORM:

By:  Deputy  
Charles Parkin  
Acting City Attorney

Date: 11-5-13