

SECOND AMENDMENT TO AGREEMENT NUMBER C-123859 OF
CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
THE CITY OF LONG BEACH

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THIS SECOND AMENDMENT to Agreement Number C-123859 ("Second Amendment") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and the City of Long Beach, a municipal corporation (the "Subgrantee" or "Subrecipient").

WITNESSETH

WHEREAS, the City and Subrecipient entered into that certain City of Los Angeles Contract Number C-123859 (the "Agreement") related to the Fiscal Year 2013 Urban Areas Security Initiative Grant ("UASI 13" or the "Grant"), whereby the City agreed to disburse UASI 13 grant funds to Subrecipient in accordance with the UASI 13 approved budget and Subrecipient agreed to use the grant funds to support the development and sustainment of core capabilities as outlined in the National Preparedness Goal by addressing the unique equipment, training, planning, organization, and exercise needs of the Los Angeles/Long Beach Urban Area ("LA/LBUA"), and assisting it in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism; such Agreement having a term of September 1, 2013 to May 31, 2015 with an original allocation of UASI 13 grant funds to Subrecipient in the amount of Three Million Five Hundred Eighty-Eight Thousand Eight Hundred Ninety-Nine Dollars (\$3,588,899.00), and the execution of said Agreement having been authorized by the Los Angeles City Council (C.F. #13-0882, 11/22/13); and

WHEREAS, on or about April 27, 2015, the California Office of Emergency Services ("CalOES") approved an extension of the UASI 13 performance period to July 31, 2015 (the "First Grant Extension"), such First Grant Extension having been accepted by the City pursuant to authorization provided under Section 14.8 of the Los Angeles Administrative Code ("Section 14.8"); and

WHEREAS, on or about May 27, 2015, CalOES approved a reallocation of UASI 13 funds such that Subrecipient's UASI 13 funding was increased by the amount of Forty Thousand, Five Hundred Eighty Dollars (\$40,580.00), for use in helping to fund an additional part of the Regional Training Academy Perimeter Security and the Health Emergency Vehicle (the "Training Academy Modification"), such Training Academy Modification having been authorized under Section 14.8, and resulting in a total allocated amount of UASI 13 funds to Subrecipient of Three Million, Six Hundred Twenty-Nine Thousand, Four Hundred Seventy-Nine Dollars (\$3,629,479.00); and

WHEREAS, on or about June 8, 2015, CalOES approved a reallocation of UASI 13 funds such that Subrecipient's UASI 13 funding was increased by the amount of Nine Thousand One Hundred Fourteen Dollars (\$9,114.00), for use in Mass Care Sheltering Supplies (the "Mass Care Sheltering Modification"), such Mass Care Sheltering Modification having been authorized under Section 14.8, and resulting in a total allocated amount of UASI 13 funds to Subrecipient of Three Million Six Hundred Thirty-Eight Thousand Five Hundred Ninety-Three Dollars (\$3,638,593.00); and

WHEREAS, on or about July 7, 2015, CalOES approved a reallocation of UASI 13 funds such that Subrecipient's UASI 13 funding was increased by the amount of Ten Thousand Four Hundred Eighty Dollars (\$10,480.00), for use in funding the Regional Training Academy Perimeter Security Enhancement and Emergency Communications and Operations Center ("ECOC") Physical Security Enhancement (the "Security Modification"), such Security Modification having been authorized under Section 14.8, and resulting in a total allocated amount of UASI 13 funds to Subrecipient of Three Million Six Hundred Forty-Nine Thousand Seventy-Three Dollars (\$3,649,073.00); and

WHEREAS, on or about July 20, 2015, CalOES approved a reallocation of UASI 13 funds such that Subrecipient's UASI 13 funding was increased by the amount of One Hundred One Thousand Six Hundred Twenty-Nine Dollars (\$101,629.00), for use in funding Regional Training Group Salaries and Digital Sandbox (the "Digital Sandbox Modification"), such Digital Sandbox Modification having been authorized under Section 14.8, and resulting in a total allocated amount of UASI 13 funds to Subrecipient of Three Million Seven Hundred Fifty Thousand Seven Hundred Two Dollars (\$3,750,702.00); and

WHEREAS, on or about July 24, 2015, CalOES approved a reallocation of UASI 13 funds such that Subrecipient's UASI 13 funding was increased by the amount of Thirty-Three Thousand Five Hundred Thirty-Eight Dollars (\$33,538.00), for use in funding the Long Beach Police Department Trainings and Conferences, Mass Care Sheltering Supplies and the ECOC Physical Security Enhancement (the "Mass Care Sheltering Supplies and ECOC Enhancement Modification"), such Mass Care Sheltering Supplies and ECOC Enhancement Modification having been authorized under Section 14.8, and resulting in a total allocated amount of UASI 13 funds to Subrecipient of Three Million Seven Hundred Eighty-Four Thousand Two Hundred Forty Dollars (\$3,784,240.00); and

WHEREAS, Section 502 of the Agreement provides for amendments to the Agreement; and

WHEREAS, the City, through its Office of the Mayor, Office of Public Safety ("Mayor's Office"), which has been designated by the City to administer the Agreement and the projects contemplated therein, and Subrecipient each desires to enter into this Second Amendment for the purpose of amending and/or modifying the Agreement to (a) extend the term of the Agreement to reflect the First Grant Extension, (b) increase Subrecipient's allocated Grant funds to reflect the Training Academy Modification, the

Mass Care Sheltering Modification, the Security Modification, the Digital Sandbox Modification, and the Mass Care Sheltering Supplies and ECOC Enhancement Modification, and (c) make such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Second Amendment and as authorized by Section 14.8; and

WHEREAS, this Second Amendment is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, the City and Subrecipient hereby covenant and agree that the Agreement be amended, effective May 31, 2015, as follows:

1. Section 201 of the Agreement entitled "Performance Period" is hereby amended in its entirety to read as stated within the quotation marks in the following paragraph:

"The Performance Period of this Agreement shall be from August 29, 2013 to August 31, 2015 (the "Performance Period"). Any extension to said Performance Period shall require an amendment to this Agreement in accordance with Section 502 of this Agreement. Subrecipient shall cooperate with any necessary close out activities in connection with its use of the Grant Funds."


2. Section 301 of this Agreement entitled "Payment of Grant Funds and Method of Payment" is hereby amended in its entirety to read as stated within the quotation marks in the following paragraph:

"The City of Los Angeles shall disburse to Subrecipient its allocated Grant amount of Three Million Seven Hundred Eighty-Four Thousand Two Hundred Forty Dollars (\$3,784,240.00) to be used for purchase of equipment, planning, exercises, organizational activities, and training as described in Section 202 above. Such Grant amount represents the amount allocated to Subrecipient in the FY 13 UASI grant budget as approved by the Grantor. The disbursement of such funds shall be made on a reimbursement basis only. Subrecipient shall maintain procedures to minimize the time elapsing between the award of Grant Funds and the expenditure of funds to be reimbursed by such Grant Funds."

Such amendment increases Subrecipient's UASI 13 grant funds allocation set forth in the Agreement to reflect the Training Academy Modification, the Mass Care Sheltering Modification, the Security Modification, the Digital Sandbox Modification, and the Mass Care Sheltering Supplies and ECOC Enhancement Modification. The Budget (as such term is defined in the Agreement) shall be amended accordingly to reflect such modification and Subrecipient's use of grant funds in connection thereto.

3. Except as herein amended or modified, all terms and conditions of the Agreement shall remain unchanged and in full force and effect by way of this Second Amendment.
4. This Second Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Second Amendment includes five (5) pages which constitute the entire understanding and agreement of the parties with respect to the matters set forth herein.

IN WITNESS WHEREOF, the City and Subrecipient have caused this Second Amendment to be executed by their duly authorized representatives.

<p>APPROVED AS TO FORM AND LEGALITY: MICHAEL N. FEUER, City Attorney</p> <p>By <u>[Signature]</u> Deputy City Attorney</p> <p>Date <u>10/18/15</u></p>	<p>For: THE CITY OF LOS ANGELES ERIC M. GARCETTI, Mayor</p> <p>By <u>[Signature]</u> Eric M. Garcetti, Mayor</p> <p>Date <u>10/21/15</u></p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By <u>[Signature]</u> Deputy City Clerk</p> <p>Date <u>10-21-15</u></p>	
<p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By <u>[Signature]</u> City Attorney, Deputy</p> <p>Date <u>September 23, 2015</u></p>	<p>For: The City of Long Beach, a municipal corporation</p> <p>By <u>[Signature]</u></p> <p>Date <u>9/30/15</u></p>
<p>ATTEST:</p> <p>By <u>[Signature]</u> City Clerk</p> <p>Date <u>10/2/15</u></p>	<p>[SEAL]</p>

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: 13-0882 Date of Approval, 11/22/13
City Contract Number C-123859-2