OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

SECOND AMENDMENT TO AGREEMENT NO. 34413

THIS SECOND AMENDMENT TO AGREEMENT NO. 34413 is made and entered, in duplicate, as of December 28, 2016, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 1, 2016, by and between CALIFORNIA STATE UNIVERSITY, LONG BEACH RESEARCH FOUNDATION, CENTER FOR HEALTH EQUITY RESEARCH ("CSULB-CHER"), with a place of business at 6300 State University Drive, Suite 332, Long Beach, California 90815, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City is the fiscal agent and grantee for the federally-funded continuation support for the National Forum on Youth Violence Prevention, State and Community Development grant program ("Forum Grant Program" and also referred to as the "DOJ Safe Schools Grant"); and

WHEREAS, City and CSULB-CHER entered into Agreement No. 34413 (the "Agreement") for the purpose of developing and executing an evaluation of the Forum Grant Program; and

WHEREAS, City and CSULB-CHER entered into a First Amendment to the Agreement to extend the term; and

WHEREAS, City received additional funding of \$20,000 for a revised total amount of \$57,500 to continue the work for Fiscal Year 2016;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein contained, the parties agree as follows:

- 1. Section 3 of the Agreement is hereby amended to read as follows:
- "3. <u>FUNDING</u>. City shall pay for these services in the manner described below, not to exceed Thirty-Seven Thousand Five Hundred Dollars (\$37,500) for Fiscal Year 2015 (10/1/15-9/30/16) and not to exceed Twenty Thousand Dollars (\$20,000) for Fiscal Year 2016 (10/1/16-9/30/17). City shall pay CSULB-CHER in due course of payments following receipt from CSULB-CHER and approval by City of invoices showing

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the services or task performed for the implementation of a cost reimbursement budget. Services will be reimbursed to CSULB-CHER for project-related expenses. CSULB-CHER shall certify on the invoices that CSULB-CHER has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be submitted on agency letterhead, and shall be accompanied by supporting documentation of services rendered and a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any project problems and potential causes of delay in performance, and listing those services that are projected for performance by CSULB-CHER during the next invoice cycle."

 Except as expressly modified herein, all of the terms and conditions contained in Agreement No. 34413 are ratified and confirmed and shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this document to be duly 1 executed with all formalities required by law as of the date first stated above. 2 3 CALIFORNIA STATE UNIVERSITY, LONG **BEACH** RESEARCH 4, į. CENTER FOR **HEALTH** RESEARCH 5 6 7 Title Syreetor 8 9 Title Intern inctor 10 "CSULB-CHER" 4 1 CITY OF LONG BEACH, a municipal 12 corporation 13 14 City Manager Assistant City Manager 15 16 This Second Amendment to Agreement No. 34413 is approved as to form on 17 2017. 18 CHARLES PARKIN, Oity Attorney 19 20 21 22 23 24 25 26

FOUNDATION,

EQUITY

EXECUTED PURSUANT TO SECTION 301 OF

THE CITY PHARTER.

OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

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