

FIRST AMENDMENT TO AGREEMENT NUMBER C-122117 OF
CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
THE CITY OF LONG BEACH

33546

THIS FIRST AMENDMENT to Agreement Number C-122117 ("First 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-122117 (the "Agreement") related to the Fiscal Year 2012 Urban Areas Security Initiative Grant ("UASI 12" or the "Grant"), whereby the City agreed to disburse UASI 12 grant funds to Subrecipient in accordance with the UASI 12 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 October 12, 2012 through May 31, 2014 with an original allocation of UASI 12 grant funds to Subrecipient in the amount of Two Million Five Hundred Eighty Five Thousand Two Hundred Fifty One Dollars (\$2,585,251.00), and the execution of said Agreement having been authorized by the Los Angeles City Council (C.F. #12-0930, 12/14/12); and

WHEREAS, on or about May 13, 2014, the California Office of Emergency Services ("CalOES") approved an extension of the UASI 12 performance period to July 31, 2014 (the "Grant Extension"), such 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 January 22, 2014, CalOES approved a reallocation of UASI 12 funds such that Subrecipient's UASI 12 funding was increased by the amount of Forty Thousand Dollars (\$40,000.00), for use in the procurement of a Camera System Support Vehicle (the "Vehicle Modification"), such Vehicle Modification having been authorized under Section 14.8, and resulting in a total allocated amount of UASI 12 funds to Subrecipient of Two Million Six Hundred Twenty Five Thousand Two Hundred Fifty One Dollars (\$2,625,251.00); and

WHEREAS, on or about June 20, 2014, CalOES approved a reallocation of UASI 12 funds such that Subrecipient's UASI 12 funding was increased by the amount of One Hundred Fifty Four Thousand Four Hundred Eighty Three Dollars (\$154,483.00) for use in the procurement of portable emergency power generators (the "Generator Modification") such Generator Modification having been authorized under Section 14.8, and resulting in a total allocated amount of UASI 12 funds to Subrecipient of Two Million Seven Hundred Seventy Nine Thousand Seven Hundred Thirty Four Dollars (\$2,779,734.00); 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 Homeland Security and 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 First Amendment for the purpose of amending and/or modifying the Agreement to (a) extend the term of the Agreement to reflect the Grant Extension, (b) increase Subrecipient's allocated Grant funds to reflect the Vehicle Modification and the Generator Modification, and (c) make such other changes as are required in connection with the foregoing, all as detailed elsewhere in this First Amendment and as authorized by Section 14.8; and

WHEREAS, this First 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, 2014, as follows:

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

"The term of this Agreement shall be from October 12, 2012 and end July 31, 2014 (the "Term"); provided, however, that any and all expenditures made by Subrecipient shall be reimbursed by Subrecipient's allocation of Grant Funds pursuant to this Agreement only if such expenditures were made no later than 60 days prior to the end of the Term of this Agreement (the "Expenditure Deadline"). Any and all expenditures made by Subrecipient after the Expenditure Deadline shall not be reimbursed under this Agreement unless, prior to such expenditure, the Mayor's Office, in its sole discretion, has approved in writing the making of such expenditure after the Expenditure Deadline. 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 Two Million Seven Hundred Seventy Nine Thousand Seven Hundred Thirty Four Dollars (\$2,779,734.00) 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 12 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 12 grant funds allocation set forth in the Agreement to reflect the Vehicle Modification and Generator 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 First Amendment.
4. This First 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 First Amendment includes four (4) 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 First 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>10/3/14</u></p>	<p>For: THE CITY OF LOS ANGELES ERIC M. GARCETTI, Mayor</p> <p>By <u>[Signature]</u> Eric M. Garcetti, Mayor Homeland Security and Public Safety, Mayor's Office</p> <p>Date <u>10/8/14</u></p>
<p>ATTEST: HOLLY L. WOLCOTT, Interim City Clerk</p> <p>By <u>[Signature]</u> Deputy City Clerk</p> <p>Date <u>10/10/14</u></p> 	
<p>APPROVED AS TO FORM AND LEGALITY: KENDRA CARNEY, DEPUTY CITY ATTORNEY</p> <p>By <u>[Signature]</u> City Attorney</p> <p>Date <u>August 21, 2014</u></p>	<p>For: The City of Long Beach, a municipal corporation</p> <p>By <u>[Signature]</u> PATRICK H. WEST, CITY MANAGER</p> <p>Date <u>9/5/14</u></p>
<p>ATTEST: LARRY G. HERRERA, CITY CLERK</p> <p>By <u>[Signature]</u> City Clerk</p> <p>Date <u>[Signature]</u></p>	<p>[SEAL]</p>

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: 12-0930 Date of Approval _____
City Contract Number 122117-1