

FIRST AMENDMENT TO AGREEMENT NUMBER C-123130 (13-3175) OF
CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
THE CITY OF LOS ANGELES HARBOR DEPARTMENT

THIS FIRST AMENDMENT to Agreement Number C-123130 (13-3175) ("First Amendment") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and The City of Los Angeles Harbor Department, a proprietary department of the City of Los Angeles (the "Subgrantee" or "Subrecipient").

WITNESSETH

WHEREAS, the City and Subrecipient entered into that certain City of Los Angeles Contract Number C-123130 (City of Los Angeles Harbor Department Contract Number 13-3175) (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 One Hundred Thirty Two Thousand Dollars (\$132,000.00), 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, due to ongoing administrative procedures, Subrecipient is still processing payments and reimbursement requests under this Grant and therefore requires an extension to the term of the Agreement to finish processing these materials; and

WHEREAS, at the end of the term of the Agreement, Subrecipient had failed to expend Ten Thousand Eight Hundred Seventy Seven Dollars (\$10,877.00) (the "Cost Savings") of its allocated UASI 12 grant funds and, such Cost Savings having been deemed a cost savings by the Mayor' Office, Subrecipient's UASI 12 grant allocation

was decreased by the Cost Savings amount resulting in a total allocated amount of UASI 12 funds to Subrecipient of One Hundred Twenty One Thousand One Hundred Twenty Three Dollars (\$121,123.00) (the "Cost Savings Modification"); 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) to decrease Subrecipient's UASI 12 grant allocation, as stated under the Agreement, to reflect the Cost Savings 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 the 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. Paragraph A of 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 One Hundred Twenty One Thousand One Hundred Twenty Three Dollars (\$121,123.00) 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 of Grant Funds and the expenditure of funds to be reimbursed by such Grant Funds.”

Such amendment decreases Subrecipient’s UASI 12 grant funds allocation set forth in the Agreement to reflect the Cost Savings 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 _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES ERIC M. GARCETTI, Mayor</p> <p>By _____ Eric M. Garcetti, Mayor Homeland Security and Public Safety, Mayor's Office</p> <p>Date _____</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, Interim City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM AND LEGALITY: MICHAEL N. FEUER, City Attorney</p> <p>By <u><i>Michael Feuer</i></u> Deputy City Attorney</p> <p>Date <u><i>July 3, 2014</i></u></p>	<p>For: The City of Los Angeles Harbor Department, a proprietary department of the City of Los Angeles</p> <p>By _____</p> <p>Date _____</p>
<p>ATTEST:</p> <p>By _____ Board Secretary</p> <p>Date _____</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 123130 (13-3175) _____