

FTIP#: LA 960179

CFP#F1199
AMENDMENT NO. 2
MOU.P00F1199

AMENDMENT NO. 2
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES HARBOR DEPARTMENT
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 2 to Memorandum of Understanding (this "Amendment"), is dated as of September 20, 2013, by and between the City of Los Angeles Harbor Department ("Grantee"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Memorandum of Understanding No. MOU.P00F1199, dated December 20, 2008, which was amended on October 20, 2011 (as amended, the "Existing MOU"), which Existing MOU provides for the South Wilmington Grade Separation, ("the Project"); and

B. Whereas, LACMTA Board on July 25, 2013, desires to extend the lapsing date of Funds programmed for Fiscal Year (FY) 2008-09, FY 2009-10, and FY 2010-11 to June 30, 2015; 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, FY 2009-10, and FY 2010-11 are subject to lapse on June 30, 2015. 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:

11.1 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. 2 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: _____

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By:  _____
Deputy

Date: 10/3/13

PORT OF LOS ANGELES

By: _____
Gary Lee Moore, PE
Interim Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Michael N. Feuer
City Attorney

Date: _____

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LOS ANGELES COUNTY
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County Counsel

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Deputy

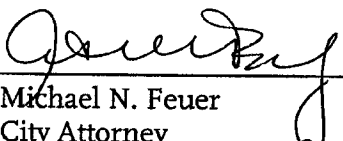
Date: 10/3/13

PORT OF LOS ANGELES

By: _____
Gary Lee Moore, P.E.
Interim Executive Director

Date: _____

APPROVED AS TO FORM: *and legal*

By:  _____
Michael N. Feuer
City Attorney
Estelle Braaf, Deputy

Date: _____