

FTIP#: LA0D390

CFP#F1208  
AMENDMENT NO. 1  
MOU.P00F1208

AMENDMENT NO. 1  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF LOS ANGELES HARBOR DEPARTMENT  
AND  
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 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.P00F1208, dated November 22, 2011, (the "Existing MOU"), which Existing MOU provides for the I-110/SR-47 & John S. Gibson/NB I-110 Ramp Access ("the Project"); and

B. Whereas, LACMTA Board on July 25, 2013, desires to extend the lapsing date of Funds programmed for Fiscal Year (FY) 2010-2011 to June 30, 2014; 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 2010-11 and FY 2011-12 are subject to lapse on June 30, 2014. 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. 1 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

CITY OF LOS ANGELES HARBOR DEPARTMENT

By: \_\_\_\_\_  
Gary Lee Moore, PE  
Interim Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michael N. Feuer  
City Attorney

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 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

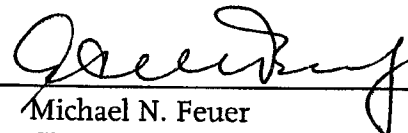
Date: 10/3/13

CITY OF LOS ANGELES HARBOR DEPARTMENT

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

Date: \_\_\_\_\_

APPROVED AS TO FORM: *and legality!*

By:  \_\_\_\_\_  
Michael N. Feuer  
City Attorney  
*By Estelle Braaf, Deputy*

Date: \_\_\_\_\_