

AMENDMENT NO. 1

TO O&M SUPPORT AGREEMENT – STORMWATER CAPTURE FACILITY

(Carriage Crest Park)

THIS AMENDMENT TO THE O&M SUPPORT AGREEMENT – STORMWATER CAPTURE FACILITY (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY (“District”), is effective as of June 30, 2022.

RECITALS

A. City and District entered into that certain O&M Support Agreement – Stormwater Capture Facility (“Agreement”), whereby District agreed, on a time and materials basis and at the City’s direction, to provide City with interim operations and maintenance support (“O&M Services”) to support the startup of the Water Capture Facility at Carriage Crest Park in the City of Carson (“Facility”).

B. The term of the Agreement was set to expire June 30, 2022, and the timeframe for District to provide O&M Services was to expire April 30, 2022 unless extended by mutual agreement.

C. Now, due to construction delays related to equipment procurement, the completion of the Project, as such term is defined in the Agreement, has been delayed significantly, with an anticipated completion date not earlier than January 1, 2023. As a result, City and District desire to extend the term of the Agreement to allow the District to assist with the startup and initial operation and maintenance of the Facility.

D. City and District hereby ratify and affirm the continuous and uninterrupted term of the Agreement from the effective date of the Agreement until and through September 30, 2023.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (deletions shown in ~~strike through~~ and additions shown in ***bold italics***).

A. Section 1.4 (Interim O&M Services) of the Agreement is hereby amended to read in its entirety as follows:

“1.4 Interim O&M Services. If required due to the timing of the project startup and the City’s contracting for O&M services, the District shall perform, or hire and manage the work of contractors to perform operation and maintenance services at the Water Capture Facility on a short term basis. The timeframe for direct O&M services provided by the District shall end no later than ***June 30, 2023*** ~~April 30, 2022~~ unless extended by mutual agreement. All portions of the Project that are not directly related to the Water Capture Facility, such as lighting, fencing, irrigation,

landscaping, or ball fields, shall be understood to be outside the scope of this Agreement.”

B. Section 2 (Duration of Agreement) of the Agreement is hereby amended to read in its entirety as follows:

“2. Duration of Agreement. This Agreement shall become effective on the Contract Date and shall be effective through *September 30, 2023* ~~June 30, 2022~~ unless terminated early. This Agreement may be extended by mutual written agreement for a period not to exceed three years from the Contract Date.”

2. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and District each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

District represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to District that, as of the date of this Amendment, District is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. Authority. The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) set forth below, with express intent that this Amendment shall be effective as of June 30, 2022.

CITY:

Date: _____, 2022

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

DISTRICT:

Date: _____, 2022

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY

By: _____
Name: Robert Ferrante
Title: Chief Engineer and General Manager

ATTEST:

Secretary to the Board

APPROVED AS TO FORM:
LEWIS BRISBOIS BISGAARD & SMITH, LLP

District Counsel