

AMENDMENT NO. 1 TO THE CATCH BASIN TRASH INSERT MAINTENANCE AGREEMENT (OPTION 2) BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF CARSON

This Amendment No. 1 to the Catch Basin Trash Insert Maintenance Agreement (Option 2) is entered into by and between the City of Carson (hereinafter called "CITY"), and Los Angeles County Flood Control District (hereinafter called "LACFCD").

RECITALS

WHEREAS, CITY entered into a written Catch Basin Trash Insert Maintenance Agreement ("AGREEMENT") on November 10, 2016 with LACFCD for City to maintain TRASH EXCLUDERS (as defined in the AGREEMENT) within storm drain catch basins owned by LACFCD and located within CITY streets; and

WHEREAS, CITY and LACFCD desire to amend the AGREEMENT to modify the original attachments to the AGREEMENT ("Exhibit A") to reflect the "as-built" locations and dimensions of TRASH EXCLUDERS installed by the CITY;

NOW, THEREFORE, the Parties agree as follows:

1. Contract Changes. "Exhibit A" to the November 10, 2016 Catch Basin Trash Insert Maintenance Agreement shall be deleted in its entirety and replaced with the "Exhibit A" attached hereto.

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 Amendment No. 1 to the AGREEMENT.

3. Affirmation of Agreement. The parties hereto 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 of the parties.

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

IN WITNESS WHEREOF, this Amendment No. 1 is executed by the CITY, acting through its authorized officer, on _____, and by the LACFCD acting through its Chief Engineer, on _____.

CITY OF CARSON:

CITY OF CARSON, a municipal
corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By: _____
Chief Engineer

By _____
Deputy