

**ADDENDUM NO. 2 TO
TRANSFER AGREEMENT NO. 2022RPSSMB02 BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of Redondo Beach
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Addendum No. 2 to Transfer Agreement No. 2022RPSSMB02, hereinafter referred to as "Addendum No. 2", is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Redondo Beach for Fulton Playfield Multi-Benefit Infiltration Project, hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. 2022RPSSMB02, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on 11/21/2022;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the 2024-25 Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year 2024-25;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. 2.
2. The District shall disburse the SCW Program Contribution for the 2024-25 Fiscal Year as described in the Budget Plan within forty-five (45) days of the execution of this Addendum by the last party to sign.
3. All terms and conditions of the Agreement shall remain in full force and effect, including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA):

Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Addendum No. 2 has been executed by the parties hereto.

South Santa Monica Bay

City of Redondo Beach

Fulton Playfield Multi-Benefit Infiltration Project

By: _____

Name:

Title:

Date: _____

IN WITNESS WHEREOF, this Addendum No. 2 has been executed by the parties hereto.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Matthew Frary

Title: Assistant Deputy Director

For: Mark Pestrella

Date: _____