AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the CITY OF CARSON ("City") and Swayzer Corporation, a Landscape ("Contractor") is effective as of the 1st day of July, 2016.

RECITALS

- A. City and Contractor entered into that certain Agreement for Contractual Services dated July 1, 2010 ("Agreement") whereby Contractor agreed to provide Center Median Landscape Services.
 - B. City and Contractor now desire to amend the Agreement to March 30th 2017.

TERMS

Contract Changes. The Agreement is amended as provided herein.

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- 2. Continuing Effect of Agreement. Except as amended by this Agreement, 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 Contractor 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.

Contractor 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 Contractor that, as of the date of this Amendment, Contractor 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 Agreement 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 Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

	CITY:
	CITY OF CARSON, a municipal corporation
ATTEST:	, Mayor
, City Clerk	
APPROVED AS TO FORM:	
ALESHIRE & WYNDER, LLP	
Sunny K. Soltani, City Attorney	•
	CONTRACTOR:
SEE CALIFORNIA NOTARY CERTIFICATE 9-12-16	By: Name: ELEKIEL BURYZER Name: ELEKIEL BURYZER Name: ELEKIEL BURYZER
	Name: ELEKIELL SURYZER Title: CFO
	Address: 1665 E. DEL Amo Blud CAPSON CA 90746

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Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
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County of Los Angeles)	
	Ardis Jackson Jr, a Notary Public
On SEV7 12,20 [C before me,	Here Insert Name and Title of the Officer
personally appeared SAMUEL SWAYZ	Name(s) of Signer(s)
MEKID WALL	• • • • • • • • • • • • • • • • • • • •
EZEKIEL WALKS	
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ARDIS JACKSON JR. Commission # 1996890 Notary Public - California Los Angeles County My Comm. Expires Nov 29, 2016	certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph is true and correct. VITNESS my hand and official seal. Signature Of Notary Public
Place Notary Seal Above	
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

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COUNTY OF LOS ANGELES	
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CERTIFICATE OF LIABILITY INSURANCE

SWAYZ-1

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	P.O. BOX 6234			AUTHORIZED REPRESENTATIVE					

ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DO/YYYY) 09/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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