

**FIRST AMENDMENT TO A SEMI-EXCLUSIVE AGREEMENT BETWEEN THE CITY
OF COMMERCE AND NASA SERVICES, INC. FOR COMMERCIAL REFUSE AND
RECYCLING SERVICES**

The First Amendment to the Commercial Refuse and Recycling Services Agreement (hereinafter "First Amendment") is made and entered into as of the 25th day of April, 2023 ("Effective Date") by and between the City of Commerce, a public body of the State of California ("City") and NASA Services Inc., a California corporation in good standing ("Contractor")

WITNESSETH

This First Amendment is made with reference to the following facts:

- A. As of the 1st day of November 2018, the parties hereto approved a certain "Semi-exclusive Commercial Refuse and Recycling Services Agreement" between the City of Commerce and NASA Services Inc., (hereinafter "Master Agreement") ending October 31, 2023.
- B. The parties hereto mutually desire to enter into a First Amendment to the Master Agreement in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants herein contained, the parties hereto agree as follows:

1. Term of Agreement:

Pursuant to provisions in "Section 3. Term":

The parties hereto agree to exercise the first of its two two-year options to extend the term of the Master Agreement from the current expiration date of October 31, 2023 to expire on October 31, 2025.

2. Incorporation of Agreement:

Except as expressly amended herein, all of the terms and conditions of the Master Agreement shall remain in full force and effect and are ratified by each party. The First Amendment and the Master Agreement contain the entire contract of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. The parties agree that if any provisions of this First Amendment conflict with the Master Agreement, then the provisions of this First Amendment shall prevail. If any portion of this First Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties enter into this First Amendment.

City of Commerce, a Municipal Corporation

NASA Services Inc., Contractor

Oralia Y. Rebollo, Mayor

Arsen Sarkisian, President

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Lena Shumway
City Clerk

Noel Tapia
City Attorney