

AMENDMENT 5 TO CONTRACT NO. 003226
EXCLUSIVE FRANCHISE AGREEMENT FOR THE UNINCORPORATED AREA OF
ROWLAND HEIGHTS

THIS AMENDMENT 5, made and entered into this 28th day of November, 2023, by and between the County of Los Angeles, political subdivision of the State of California (hereinafter referred to as COUNTY) and ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California corporation, located at 15045 Salt Lake Ave., Industry, California, 91715 (hereinafter referred to as FRANCHISEE). COUNTY and FRANCHISEE are each a Party and collectively to as the Parties.

WITNESSETH

WHEREAS, Contract No. 003226 ("Contract") was entered into between the COUNTY and the FRANCHISEE on June 26, 2014, to provide services consisting of weekly, fully automated, separate collection in carts, processing, disposal of refuse, comingled recyclable materials, and green waste generated by single-family residences and multifamily properties under 5 units in the unincorporated area of Rowland Heights, commencing on July 1, 2014, for a period of 7 years with three 1-year renewal options, and month-to-month extensions up to 6 months; and

WHEREAS, the Board delegated authority to the Director of Public Works to renew the Contract for each additional renewal option; to approve and execute amendments to incorporate necessary changes within the FRANCHISEE services and specifications; and

WHEREAS, the initial 7-year term of the CONTRACT expired on June 30, 2021. The COUNTY subsequently issued notices to the FRANCHISEE on May 3, 2021 and April 4, 2022 regarding its intent to utilize the first and second renewal options, respectively. The CONTRACT is currently in the third and final year of its three 1-year renewal options, which the COUNTY effectuated by notice to the FRANCHISEE on March 16, 2023 and will terminate on June 30, 2024; and

WHEREAS, on August 18, 2020, the COUNTY and the FRANCHISEE executed Amendment No. 1 to the Contract, providing the COUNTY with a 15 percent cost reduction of the price per ton for Task 2, County Services as specified Exhibit 3A2 – Abandoned Waste, D.1 Rate and Maximum Contract Sum and/or all submitted invoices without any reduction in the goods and services to be provided to the COUNTY; and

WHEREAS, on December 29, 2020, the COUNTY and the FRANCHISEE executed Amendment No. 2 to this Contract, providing a new monthly rate per Customer of \$23.39 for Task 1 services effective January 1, 2021; and

WHEREAS, on August 5, 2021, the COUNTY and FRANCHISEE executed Amendment No. 3 to this Contract, providing a new monthly rate per Customer of \$28.41 for Task 1 services effective September 1, 2021, changing language in various sections in this Contract, and adding a provision that allows the COUNTY to require FRANCHISEE to provide organic waste collection services pursuant to the requirements of SB 1383; and

WHEREAS, on December 5, 2022, the COUNTY and FRANCHISEE executed Amendment No. 4 to CONTRACT, providing a new monthly rate for Task 1 Services, which includes organic waste collection services with an implementation start date as early as January 1, 2023, along with other contract changes necessary to comply with Senate Bill 1383 requirements; and

WHEREAS, the COUNTY desires to continue the CONTRACT term on a month-to-month basis, commencing July 1, 2024, for up to one additional year, in order for the COUNTY to complete the solicitation process for a new contract for this service, allow additional time to conduct robust community outreach to ensure services meet the needs of the communities, and facilitate a seamless transition in services; and

NOW, THEREFORE, in consideration of these facts, the COUNTY and the FRANCHISEE agree that CONTRACT shall be amended as follows:

FIRST: The CONTRACT is hereby amended to provide that the FRANCHISEE shall provide continuous performance of this CONTRACT commencing July 1, 2024, on a month-to-month basis up to a maximum period of 1 year, unless the COUNTY provides written notice of non-renewal at least 10 days before the last day of any month; and

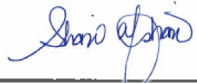
SECOND: This AMENDMENT 5 will take effect upon execution by both parties.

THIRD: Except as modified by this AMENDMENT 5, all other terms, conditions, requirements, and specifications of CONTRACT shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the FRANCHISEE has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By 
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Talin Halabi
Deputy

Talin Halabi

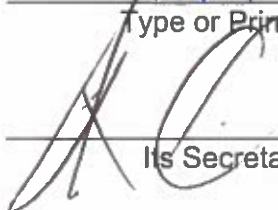
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ARAKELIAN ENTERPRISES, INC., dba
ATHENS SERVICES

By 
Its President

RONI ARAKELIAN JR.

Type or Print Name

By 
Its Secretary

MICHAEL ARAKELIAN

Type or Print Name

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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.

State of California

County of ORANGE

On NOVEMBER 14, 2023 before me, TRACY COX, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared RON KRAKEMAN JR.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Tracy Cox

(Seal)



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.

State of California
County of ORANGE

On NOVEMBER 14, 2023 before me, TRACY COX, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared MICHAEL APAKELIAN
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tracy Cox (Seal)

