

AMENDMENT 2 TO CONTRACT NO. 003421

EXCLUSIVE FRANCHISE AGREEMENT FOR THE AREA OF
AVOCADO HEIGHTS

THIS AMENDMENT, made and entered into this 29th day of December, 2020, 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 (hereinafter referred to as FRANCHISEE).

WITNESSETH

WHEREAS, on January 30, 2018, the COUNTY awarded CONTRACT No. 003421 (hereinafter CONTRACT) to FRANCHISEE. FRANCHISEE to provide services consisting of weekly, fully automated, separate collection in carts, processing, disposal of refuse, comingle recyclable materials, and green waste generated by single-family residences and duplexes (hereinafter, Residential Franchise Service) in the unincorporated area of Avocado Heights, commencing on April 1, 2018, for a period of seven years with two 2-year renewal options; and

WHEREAS, on January 30, 2018, the Board delegated authority to the Director of Public Works or his designee, to, among other things, execute the CONTRACT with FRANCHISEE, renew the CONTRACT for each additional renewal option, and approve and execute amendments to incorporate necessary changes within the Residential Franchise Services and specifications; and

WHEREAS, on May 19, 2020, the Board delegated authority to the Director of Public Works or his designee to execute amendments to the CONTRACT to address various market and legislative changes affecting the solid waste collection industry, including but not limited to increasing the Monthly Rate per Customer for Task 1 Customer Services up to 30 percent; and

WHEREAS, the term Commencement Date means the date collection services were first provided, April 1, 2018. Additionally, the following terms are used interchangeably: FRANCHISEE with CONTRACTOR, AGREEMENT with CONTRACT, Customer Service Charge with Customer Service Fee, and County Service Charge with County Service Fees; and

WHEREAS, the COUNTY desires to enhance refuse collection in the unincorporated area of Avocado Heights; and

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

FIRST: The COUNTY and CONTRACTOR agree that effective January 1, 2021, the Monthly Rate per Customer for Task 1 Customer Services will be \$26.93.

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 CONTRACTOR 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

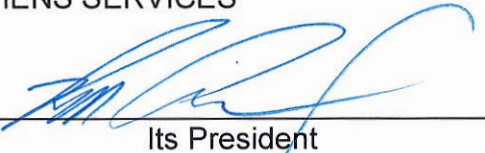
By 
Director of Public Works

APPROVED AS TO FORM:

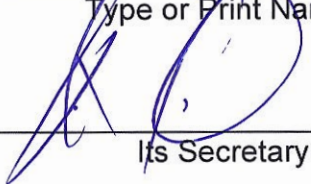
RODRIGO A. CASTRO-SILVA
Acting County Counsel

By 
Deputy

ARAKELIAN ENTERPRISES, INC. dba
ATHENS SERVICES

By 
Its President

Ron Arakelian Jr.
Type or Print Name

By 
Its Secretary

Michael Arakelian
Type or Print Name

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 Los Angeles)

On December 21, 2020 before me, Yvonne Garcia, Notary Public
(insert name and title of the officer)

personally appeared Ronald Jack Arakelian Jr. and Michael Robert Arakelian
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 Yvonne Garcia (Seal)

