

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS THIRD AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN THE CITY OF GLENDORA AND ARAKELIAN ENTERPRISES, INC. FOR INTEGRATED WASTE MANAGEMENT (“Amendment No. 3”) by and between the **CITY OF GLENDORA** (“City”) and **ARAKELIAN ENTERPRISES, INC. D/B/A ATHENS SERVICES**, a California Corporation, (“Contractor”) is effective as of the 10th day of November, 2020.

RECITALS

- A. City and Contractor entered into that certain Franchise Agreement Between the City of Glendora and Arakelian Enterprises, Inc. for Integrated Waste Management dated September 01, 2014 (“Agreement”) whereby Contractor agreed to provide Integrated Waste Management Services.
- B. City and Contractor now desire to amend the Agreement to modify the sections listed below.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.
- a. A new Section 3.T. of the Franchise Agreement is added as follows: ***“T. Homeless Encampment Disposal Services. Athens Services will provide six (6)- 30-yard roll off bins for homeless encampment clean ups annually until August 31, 2024.”***
- b. ~~Exhibit C, Section III A. Commencing September 1, 2014, and continuing through August 31, 2024, the ratepayers for the Residential Properties Basic Rate for single dwelling units shall receive an annual \$10.75 credit from Athens Services, credited to the customers in quarterly installments and reflected in the customer's quarterly invoice. For clarity, this annual credit shall terminate on August 31, 2024, notwithstanding any extension of the Term of this Agreement.~~
Reserved.
2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 3, the provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 3 and all prior amendments 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.

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Contractor represents and warrants to City that, as of the date of this Amendment No. 3 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 No. 3, 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 No. 3.

5. **Authority.** The persons executing this Amendment No. 3 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 Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment , and (iv) the entering into this Amendment No. 3 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 Glendora, a municipal corporation



Michael Allawos
Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

CERTIFY AVAILABILITY OF FUNDS:

William W. Wynder
City Attorney



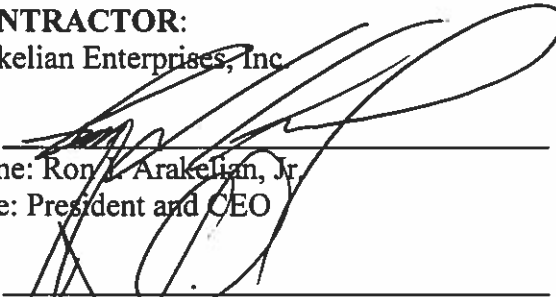
June Overholt
Administrative Services Director

ATTEST:



Kathleen R. Sessman
City Clerk/Communications Director

CONTRACTOR:
Arakelian Enterprises, Inc.

By: 

Name: Ron J. Arakelian, Jr.
Title: President and CEO

By: _____
Name: Michael Arakelian
Title: Secretary

Address: Arakelian Enterprises, Inc. dba Athens
Services
14048 East Valley Blvd.
City of Industry, CA 91746


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.

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City of Glendora, a municipal corporation

Michael Allawos
Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP



William W. Wynder
City Attorney

CERTIFY AVAILABILITY OF FUNDS:

June Overholt
Administrative Services Director

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Kathleen R. Sessman
City Clerk/Communications Director

CONTRACTOR:
Arakelian Enterprises, Inc.

By: _____
Name:
Title:

By: _____
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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)

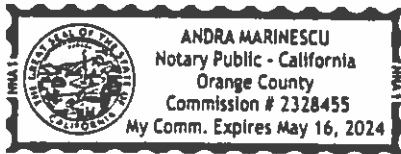
On Nov 3, 2020 before me, Andra Marinescu, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ronald Jack Arakelian Jr
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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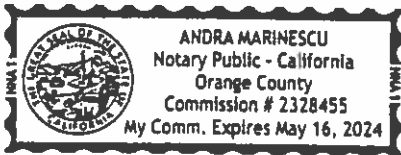
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 Trustee Guardian or Conservator
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 Individual Attorney in Fact
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Signer Is Representing: _____