

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Lona Beach, CA 90802

1 THIRD AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT NO. 32125

2 32125

3 THIS THIRD AMENDMENT TO NON-EXCLUSIVE FRANCHISE  
4 AGREEMENT NO. 32125 is made and entered as of July 11, 2022, for reference purposes  
5 only, pursuant to a minute order adopted by the City Council of the City of Long Beach at  
6 its meeting on August 13, 2019, which authorized an agreement with Calmet Services, Inc.,  
7 and said agreement was subsequently assigned and assumed by ARAKELIAN  
8 ENTERPRISES, INC. DBA ATHENS SERVICES, a California corporation ("Franchisee"),  
9 with its principal place of business located at 14048 Valley Blvd., City of Industry, California  
10 91746, and the CITY OF LONG BEACH, a municipal corporation ("City").

11 WHEREAS, the City is responsible for the protection of public health and  
12 safety of its citizens, including the collection and transportation of municipal solid waste,  
13 the diversion of municipal solid waste from landfills and conservation of natural resources  
14 and energy, and may provide and regulate private solid waste handling, as defined by  
15 Public Resources Code section 40195, and solid waste disposal, as defined by Public  
16 Resources Code section 40192, by private refuse haulers for commercial and multi-family  
17 residential buildings in the City in order to fulfill those obligations; and

18 WHEREAS, City and Calmet Services, Inc. ("Calmet" and or "former  
19 franchisee") entered into Agreement No. 32125 (the "Agreement") whereby Calmet agreed  
20 to provide integrated waste management services for commercial and multi-family  
21 establishments in the City of Long Beach for an initial period of seven (7) years; and

22 WHEREAS, in accordance with the Agreement, since the former franchisee  
23 provided proof that one hundred percent (100%) of the vehicles used by former franchisee  
24 to haul refuse in the City were Alternative Fuel Vehicles by October 1, 2012, the Agreement  
25 authorized a three year extension to the term; and

26 WHEREAS, the Parties entered into a First Amendment to the Agreement to  
27 extend the term to September 30, 2019; and

28 WHEREAS, on August 13, 2019, the City Council authorized an extension,

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Lana Beach, CA 90802

1 which allowed haulers to provide service through September 30, 2022, with two (2)  
2 additional one-year extensions at the City Manager's discretion; and

3 WHEREAS, the Parties entered into a Second Amendment to the Agreement  
4 to extend the term to September 30, 2022, and update the required operational standards;  
5 and

6 WHEREAS, Calmet entered into an agreement to sell all or substantially all  
7 of its assets to Arakelian Enterprises, Inc. dba Athens Services, and for Athens Services  
8 to assume Calmet's operations, including its operations under the Permit and on March  
9 14, 2022, the City, the former franchisee and the Franchisee entered into an Assignment  
10 and Assumption of Franchise Agreement No. 32125; and

11 WHEREAS, the Parties desire to utilize their first option to extend the term  
12 one additional one-year period;

13 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
14 conditions herein contained, the Parties agree as follows:

15 1. Section 3.1 of the Agreement is hereby amended to read as follows:

16 "3.1. Term. Unless this paragraph is subsequently modified by a written  
17 amendment to this Agreement, the term of this Agreement will begin on the Effective Date  
18 and terminate at the end of day on September 30, 2023, unless sooner terminated as  
19 provided elsewhere in the Agreement. The Agreement may be extended for one (1)  
20 additional one-year period, at the discretion of the City Manager."

21 2. Except as expressly modified herein, all of the terms and conditions  
22 contained in Agreement No. 32125 are ratified and confirmed and shall remain in full force  
23 and effect.

24 ///

25 ///

26 ///

27 ///

28 ///

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Lona Beach, CA 90802

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

ARAKELIAN ENTERPRISES, INC. DBA  
ATHENS SERVICES, a California  
corporation

October 26, 2022

By [Signature]  
Name RON ARAKELIAN III  
Title EXECUTIVE OFFICER

October 26, 2022

By [Signature]  
Name Adam Arakelian  
Title Executive Officer

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

"Franchisee"

CITY OF LONG BEACH, a municipal  
corporation

February 2, 2023  
2022

By Linda F. Jakson  
City Manager

"City"

This Third Amendment to Non-Exclusive Franchise Agreement No. 32125 is approved as to form on NOVEMBER 1, 2022.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy