

**AMENDMENT NO. 1 TO THE AGREEMENT FOR REFUSE AND RECLYING  
COLLECTION, TRANPORTATION, PROCESSING, AND DISPOSAL SERVICES  
BETWEEN THE CITY OF PALOS VERDES ESTATES, CALIFORNIA AND  
ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES**

THIS FIRST AMENDMENT (“Amendment”) to the Agreement for Refuse and Recycling Collection, Transportation, Processing and Disposal Services (the “Agreement”) is made and entered into this        day of \_\_\_\_ 2016, by and between the CITY OF PALOS VERDES ESTATES, a general law city and municipal corporation (“CITY”), and Arakelian Enterprises, Inc., dba Athens Services (hereafter the “Contractor”), a Corporation.

1. **RECITALS.** This Amendment is made with reference to the following facts and objectives:
  - A. On April 24<sup>th</sup>, 2012, the CITY and Contractor entered into an agreement for the collection, transportation, processing recycling and disposal of solid waste in the City. The Agreement gives the Contractor the exclusive right to pick up refuse from single family homes in all locations within the City;
  - B. This Amendment clarifies the additional refuse and recyclables materials collection services to be provided under the Agreement, reduces the fee structure for refuse bins, and provides of summary of street sweeping services provided under the Agreement;
  - C. CITY and the CONSULTANT now mutually desire by this Amendment No. 1 to the Agreement (“Amendment”) to amend the terms of the Agreement.
2. **AMENDMENT.** In consideration of the foregoing and pursuant to Section 8 of the Agreement, the Agreement is amended as follows:
  - A. Section 1, entitled “Definitions,” is amended in part to read as follows:

“Special Refuse” shall mean furniture, appliances, water heater tanks, refrigerators, stoves, davenport, sinks, lawn furniture, doors, windows, screens, mattresses, beds, rugs, and pads , which are incidental to family living and which may exceed sixty (60) pounds in weight and/or forty-eight (48) inches in length. This does not include Construction and Demolition Waste.”
  - B. Subsection F of Section 5, entitled “Construction and Demolition Waste/Special Refuse Bins,” is amended to read as follows:

“F. Construction and Demolition Waste/Special Refuse Bins

CONTRACTOR shall have the exclusive right to locate Bins for Construction and Demolition Waste and Special Refuse. Bins shall be located at least four (4) feet behind the

edge of pavement whenever possible. Bins may be located on the street pavement provided all of the following conditions are met:

- a) Placement behind the edge of pavement is not feasible.
- b) The Bin shall not exceed one-quarter (1/4) of the width of the paved street.
- c) The street slope does not exceed ten percent (10%).
- d) Three (3) yard Bins may not be located on the pavement adjacent to any residence.
- e) Placement of the Bin will not create a traffic hazard.
- f) A Bin shall not be located on the street for more than six (6) months within any twelve (12) month period.

Every Bin utilized within City Limits shall be maintained to the standards dictated in this Agreement and in the Palos Verdes Estates Municipal Code. At no time shall any Bin with graffiti on it be located within the City Limits. If CITY notifies CONTRACTOR of the presence of graffiti on a Bin located within the City limits, CONTRACTOR shall eliminate the graffiti within twenty-four (24) hours. If the graffiti is not eliminated as specified, CONTRACTOR shall pay to CITY the sum of Five Hundred Dollars (\$500) per day for each Bin on which graffiti is present as liquidated damages for violation of CONTRACTOR's obligation to eliminate such graffiti. The Parties agree that the damages incurred by CITY in such circumstances include aesthetic damages which are therefore uncertain and impracticable or extremely difficult to fix and that said sum represents the amount the Parties have agreed is the result of their reasonable endeavor to estimate the compensation due CITY in such circumstances.

CONTRACTOR may charge the user of any Bin an amount to be determined by the CITY. The schedule of approved charges shall be determined by the City Manager based on an average of rates charged for similar facility by solid waste transporters on the Palos Verdes Peninsula or within a reasonable distance thereof, as determined by the City Manager, which survey shall be up-dated on an annual basis. To compensate the CITY for Bins located on the street pavement, CONTRACTOR shall collect from the customer requesting such Bin an additional charge of One Hundred Dollar (\$100), which shall be remitted to CITY.

On a monthly basis, CONTRACTOR shall submit a list to CITY of Bins delivered and picked up, specifying the address and whether the Bin was placed on the pavement or behind the pavement. At that time, CONTRACTOR shall also submit payment to CITY for Bins placed on the street during the past month.

Construction Waste shall be disposed of at a recovery facility which is permitted by the Integrated Waste Management Board. At least fifty percent (50%) of all construction waste collected by CONTRACTOR shall be recycled."

C. Subsection B of Section 8, entitled "Christmas Tree Recycling," is amended to read as follows:

“B. Christmas Tree Recycling

CONTRACTOR agrees to ensure that Christmas trees collected are properly shredded for compost or landfill cover purposes. The trees shall be picked up citywide during the entire month of January following December 31<sup>st</sup> of each year. CONTRACTOR shall promote Christmas tree recycling.”

D. Subsection C of Section 8, entitled “Special Refuse Collection,” is amended to read as follows:

“C. Special Refuse Collection

CONTRACTOR shall provide for a special cleanup twice in each calendar year, at no additional charge to residential customers or CITY. At such time, CONTRACTOR shall collect, transport, and dispose of all Special Refuse presented at the curb for removal. The special cleanup day shall be scheduled on a Saturday in May and September, subject to the approval of the City Manager. To the extent feasible, CONTRACTOR shall schedule an E-waste collection to coincide with the special cleanup day. CONTRACTOR shall provide written notice to CITY and residential customers of the date of the special cleanup not less than four (4) weeks prior to such date. In addition, residential customers may make arrangements with CONTRACTOR for the collection of Special Refuse on an as-needed basis, at an additional cost to the residential customer to be determined by CONTRACTOR.”

E. Subsection D of Section 8, entitled “City-Owned Refuse Containers,” is amended to read as follows:

“D. City-Owned Refuse Containers

CONTRACTOR agrees to service Containers and dumpsters owned by CITY at no cost to CITY pursuant to the schedule set for the in the Subsection D. CONTRACTOR shall provide and use plastic liners in all City-owned Containers (except three (3) and eight (8) yard dumpsters). CONTRACTOR shall be responsible for maintaining the exterior of the containers in a neat and clean condition to the satisfaction of the CITY.

CITY-owned Containers placed at the following locations shall be serviced before 11:00 AM on every Monday, Tuesday, Wednesday, Thursday and Friday:

1. Malaga Cove Plaza area (11 Containers)
2. Lunada Bay Commercial area (7 Containers)

CITY owned Containers placed at the following locations shall be serviced before 11:00 AM on every Monday, Wednesday, and Friday:

1. Palos Verdes Estates Memorial Garden (4 2 Containers)

2. From Malaga Cove School area to 800 block of Paseo Del Mar (21 Containers)
3. From Bluff Cove Parking Lot to 3000 block of Paseo Del Mar (10 Containers) and  
Bluff Cove Open Space Area (8 Containers)
4. Punta Place (1 Container)
5. George Allen Ball field (2 Containers)
6. City Hall Parking Garage (Two 3-yard dumpster for Mixed Materials, one 3-yard dumpster for metal waste,
7. City entrance at Via Rosa (2 Containers)
8. Torrance boundary strip – Via Alamdea, Via Colusa, Via Ardilla, and Via Verderol (4 Containers)
9. Via Tejon Cul De Sac (1 Container)
10. Tejon Place Cul De Sac (1 Container)
11. Adjacent to Palos Verdes High School (3 Containers)
12. Palos Verdes Drive West at Via Coronel (1 Container)
13. Lunada Bay Park (2 Containers), Via Carillo Park (2 Containers), and Farnham Martin’s Park (2 Containers). Additional containers or bins to be provided to support special events (e.g. Summer Concerts) in Farnham Martin’s Park.
14. Paseo La Cresta Median (3 Containers)
15. Palos Verdes Drive West and Palos Verdes Drive North Medians (6 Containers)
16. Paseo Lunada at Via Rivera (1)
17. Palos Verdes Intermediate School at Via Olivera (1 Container)
18. Via Campesina at Bridge (1 Container)
19. Paseo Del Sol at 2900 Block (1 Container)
20. An additional 5 Containers at locations to be determined.”

F. Subsection G of Section 8, entitled Household Hazardous Waste (“HHW”), E-Waste, and Universal Waste,” is amended to read as follows:

“G. Household Hazardous Waste (“HHW”), E-Waste, and Universal Waste

At all times during the term of this Agreement, CONTRACTOR shall provide contact information regarding HHW and E-Waste including-the Los Angeles County Department of Public Works HHW Cleanup events.

CONTRACTOR shall support four e-waste collection events per calendar year in the months of January, May, September and November that shall include collection of water based paints and universal waste in accordance with all applicable local, state and federal regulations. The e-waste collection events may be combined with one or both Special Refuse Collection events.

CONTRACTOR will remove or cause to be removed all E-waste and Universal Waste collected at City Hall on a weekly or less-frequent basis as allowed by the CITY.

CONTRACTOR shall remove or cause to be removed all HHW as collected at City Hall on a monthly basis.”

- G. Exhibit C to the Agreement, entitled “Summary of Additional Services,” is amended in its entirety to read as follows:

“EXHIBIT C

SUMMARY OF ADDITIONAL SERVICES

- A. City wide street sweeping services in the residential and commercial areas providing the City with a minimum of the same street sweeping services that the City is currently receiving. Athens owns and operates a large fleet of clean air sweeping vehicles that provides citywide street sweeping services to over 24 cities.
- B. In conjunction with the regular street sweeping services above, we will provide Special Event sweeping so that the City will have an on-call environmental solution that is fully integrated to ensure that all waste, whether in a barrel or in the gutter, is picked up.
- C. Continued sidewalk cleaning at the Lunada Bay and Malaga Cove in the form of pressure washing and steam cleaning (please see the attached pages in our City Council presentation).
- D. Continued cleaning and sanitizing of City bins in the commercial areas.
- E. Athens is an experienced waste and recycling company that understands the unique requirements for providing exclusive Backyard Services for Palos Verdes Estates. Over 40% of the houses we serve in Palos Verdes Estates do not place their waste and recycling containers at the street level, which is required by the municipal code. However, we will continue to provide extraordinary backyard service to 100% of the houses in the City.
- F. We will provide an after-hours phone line, as well as a list of emergency contact numbers of Athens personnel, for City Council and Staff members to utilize for waste or sweeping emergencies and we commit that we will respond to those emergencies in one hour and take care of the situation quickly at that time. We are able to do this as we have Athens staff and Company vehicles that reside near the City of Palos Verdes Estates and can respond quickly to the phone call and to the emergency site.
- G. We will provide a unique, interactive, and customer friendly Palos Verdes Estates webpage on our newly revamped AthensServices.com website. Residents and commercial customers will be able to utilize this webpage to assist them with waste

and recycling needs, pay bills on-line, monitor upcoming special City events related to Athens Services, and learn more about recycling and re-use, composting, E-waste, household hazardous waste, sharps waste, and many other informative items.

- H. While in the commission of their solid waste services, our drivers have been trained to report suspicious neighborhood activities to supervision who will in turn work with local authorities as additional “Eyes on the Neighborhood”, similar to neighborhood watch programs. Athens drivers are very familiar with their Palos Verdes Estates routes as well as the daily activities of the neighborhoods they services.
- I. We will provide expert speakers for school assemblies and science classes, and educate our next generation about the virtues of recycling and composting.
- J. We will engage the millennial generation and beyond via our critically acclaimed @AthensServices Twitter handle, which covers environmental and local community news. We will also offer social media consultation to any Palos Verdes Estates based organizations.
- K. Curbside E-waste pickup. We will provide highly customized E-waste pickup for Palos Verdes Estates residents who call our customer service number just as if they were calling for bulky item pickup. (Current charges and parameters apply).
- L. Sharps Collection Program. We will assess the community’s needs and implement a sharps and needles collection program that will be conveniently and safely handles through the mail using a special sharps mail-in disposal kit. (No charge for the process. Nominal charge for kit and mailing.)
- M. Athens will support an annual Household Hazardous Waste (HHW) event curbside for collection and disposal of light bulbs, oil, paint (including water based) and antifreeze in the spring or fall of every year for a fee of \$35 per home. A four-week notice is to be distributed to residents who shall call in to the Athens HHW line to schedule collection services.
- N. We will provide a 25% Military Discount on all waste services provided by Athens to honor those Palos Verdes Estates men and women who service our country in uniform.
- O. Battery Recycling program. We will provide special boxes for collection of used batteries to be placed at City Hall and other key locations throughout the city.

- P. Community Shred Day. We will provide an annual Community Shred Day where residents and commercial customers can come to a designated site to dispose of their documents. We will properly shred all documents and ensure that the resulting product is recycled.
- Q. We will provide an annual compost giveaway to be held in the spring or fall of every year with a second compost event to be scheduled upon mutual agreement between the City and Contractor.
- R. We will provide educational tours of our MRF and/or video lectures of our facilities and our compost site, American Organics, for community groups.
- S. We will provide a dedicated Customer Service Representative focused on providing support for construction projects and builders relating to C&D material and other disposal and recycling matters.
- T. We will provide, when requested by the City, the capability of distributing semi-annual waste and recycling inserts, or any other City material on a quarterly basis along with our invoices.
- U. We will make available guest speakers and provide assistance in writing material for the City on the various aspects of recycling and composting.
- V. We will work with City Staff and Elected Officials to participate in the following:
- 1) Town hall type outreach meetings to provide interactive face to face discussions on environmentally sensitive issues.
  - 2) Backyard composting and gardening workshops with nutritional experts
  - 3) Community re-use classes to educate residents on how they can re-use more of and dispose of less waste.
  - 4) Recycling drives and other programs in an attempt to reach out to other communities in need
  - 5) Community disaster and emergency preparedness classes for all residents
  - 6) City's Earth Day and Energy Environmental EXPO.
- W. We will provide the City Council with regular updates on government actions that impact the City.
- X. We will continue to provide Corporate Philanthropy and Community Support:
- 1) Lion Steve Nollner (Swing "Fore" Sight – Hole Sponsor)
  - 2) Lunada Bay Little League
  - 3) Lunada Bay Christmas Lights
  - 4) Peninsula High School Black & Gold Affaire
  - 5) Palos Verdes Estates Lions Club Foundation."

3. **COUNTERPARTS.** This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.
4. **LIMITED AMENDMENT.** Except as modified by this Amendment, all other terms and conditions of the Agreement, as amended by Amendment No. 1, remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, the provisions of the Agreement control.

This Amendment is executed on and shall become effective this \_\_\_\_\_ day of January, 2016, at Palos Verdes Estates, California.

CITY OF PALOS VERDES ESTATES

\_\_\_\_\_  
JAMES F. GOODHART, Mayor

ATTEST:

\_\_\_\_\_  
Vickie Kroneberger, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christi Hogin, City Attorney

ARAKELIAN ENTERPRISES, INC., DBA  
ATHENS SERVICES

By: \_\_\_\_\_  
Ron Arakelian, III  
Chief Executive Officer