

**AMENDMENT NO. 9
TO THE AMENDED AND RESTATED
AGREEMENT BETWEEN
THE CITY OF WEST COVINA
AND ARAKELIAN ENTERPRISES, INC.
DBA ATHENS SERVICES
FOR THE COLLECTION OF SOLID WASTE
RECYCLABLES, YARD WASTES AND OTHER COMPOSTABLES**

THIS AMENDMENT NO. 9 TO THE AMENDED AND RESTATED AGREEMENT FOR THE COLLECTION OF SOLID WASTE, RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES (this "Amendment") effective as of the date specified in Section 4 hereof, is made and entered into by and between the City of West Covina ("City") and Arakelian Enterprises, Inc., dba Athens Services ("Contractor").

A. City and Contractor have previously entered into that certain Amended and Restated Agreement, dated June 2, 1999, concerning waste and recyclable collection in the City (hereinafter, "Original Agreement"). The Original Agreement was later amended by Amendment No. 1, dated March 21, 2001, by Amendment No. 2, dated March 27, 2002, by Amendment No. 3, dated September 23, 2003, by Amendment No. 4, dated March 30, 2004, by Amendment No. 5, dated June 7, 2007, by Amendment No. 6, dated December 4, 2007, by Amendment No. 7, dated August 20, 2008 and by Amendment No. 8, dated August 20, 2008 (collectively, "Amendments"). The Original Agreement and Amendments are collectively referred to herein as the "Agreement."

B. On or about October 10, 2012, Contractor proposed to the City that it provide certain additional City/community enhancements in exchange for an extension of the existing rolling term of the Agreement.

C. The proposal was then presented to the City Council for consideration and subsequently approved by the City Council.

D. City and Contractor desire to amend the Agreement as set forth herein, and specifically.

SECTION 1. TERM OF THE AGREEMENT

Article 3.1 of the Agreement is hereby amended to read as follows:

3.1 Effective Date and Term of Agreement

A. The term of this Amended and Restated Agreement shall be for twenty-five (25) years, commencing on November 1, 2012 and expiring on November 1, 2037; provided, however, that commencing on the first anniversary date of November 1, 2013 and on each anniversary date thereafter, a one-year extension shall be applied to said Agreement so that the term of the Agreement shall remain twenty-five (25) years.

B. Notwithstanding the foregoing, should either party desire that said one-year renewal and extension provision be terminated, such party may give the other written notice of intent to terminate at least ninety (90) days prior to any anniversary date of any year during which this Agreement is in full force and effect and written notice of termination at least sixty (60) days prior to any such anniversary date.

During the thirty (30) day period following notice of intent to terminate, the parties shall meet and confer at the request of either party. If the notice of termination is given, the one-year renewal and extension provision shall be terminated on the applicable anniversary date. Once the one-year renewal and extension provision is terminated, the remaining term of this Agreement shall be twenty-five (25) years from the date of termination, and the term of this Agreement shall accordingly wind down from this date. All other aspects of this Agreement shall remain in full force and effect during the wind down period.

SECTION 2. ONE-TIME CONTRIBUTION TO CITY FUNDS

In consideration for the extension described in Section 1 above, Contractor agrees to pay to City a one-time payment of \$2,000,000, to be used as the City sees fit. Such payment will be deposited in the City's general fund within (5) business days after the execution of this Amendment.

SECTION 3. ANNUAL COMMUNITY FUND CONTRIBUTION

In further consideration for the extension described in Section 1 above, Contractor agrees to make on November 1 of each year of the term of this Agreement, as extended pursuant to the "rolling term" provisions of the Agreement and this Amendment No. 9, an annual donation of \$100,000 per year ("Annual Donation") to be earmarked for two community events and the SWAT team. The Fourth of July Celebration shall receive \$30,000, the Summer Concert Series \$20,000, and the SWAT team \$50,000 provided, however, that the requirements of this Section 3 shall immediately become void and of no further force and effect upon any termination by the City of the one-year renewal and extension period set forth in Section 3.1 of the Agreement. The payments shall be made directly to the City, the City's Community Services Foundation or the community organization, as deemed appropriate by the City and as communicated in writing to Contractor by the City Manager. In the event that any or all of these events or programs are terminated or cease to operate or exist, then the City shall be entitled to designate alternative community or law enforcement programs or events and the Contractor shall make the Annual Donation to those programs or events designated by the City as communicated in writing to Contractor by the City Manager in an aggregate amount not to exceed \$100,000 per year.

SECTION 4. EFFECTIVE DATE

Unless otherwise specified herein, this Amendment No. 9 shall become effective as of the date set forth below or which the last of the parties, whether City or Contractor, executes this document.

IN WITNESS WHEREOF, City and Contractor have caused this Amendment No. 9 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF WEST COVINA

By: Michael Touhey
Michael Touhey,
Mayor

Dated: 11/1/12

**ARAKELIAN ENTERPRISES
INC. dba ATHENS SERVICES**

By: Ron Arakelian, Jr.
Ron Arakelian, Jr.
Chairman of the Board

Dated: 10/31/12

By: Michael Arakelian
Michael Arakelian
Secretary

Dated: 10/31/12

ATTEST:
By: Sue Rush
Sue Rush
Assistant City Clerk

Dated: 11/1/12

APPROVED AS TO FORM:
By: Arnold M. Alvarez-Glasman
Arnold M. Alvarez-Glasman,
City Attorney