AMENDMENT NO. 5

TO MEMORANDUM OF UNDERSTANDING IN RE SOLID WASTE HANDLING, RECYCLING AND HOUSEHOLD HAZARDOUS WASTE PROGRAM AGREEMENTS

THIS AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING ("Amendment No. 5") by and between the **CITY OF LA CAÑADA FLINTRIDGE** ("City") and Arakelian Enterprises, Inc., d.b.a. Athens Services, a solid waste and recycling hauler ("Contractor") is effective as of July 1, 2026.

RECITALS

A. City and Contractor entered into that certain Memorandum of Understanding In Re Solid Waste Handling, Recycling and Household Hazardous Waste Program Agreements dated June 28, 2022 ("MOU") whereby Contractor agreed to provide solid waste, recycling, and organic recycling services in compliance with various new laws and regulations in effect as of July 1, 2022.

B. The MOU was amended on June 6, 2023, to extend the term through June 30, 2024.

C. The MOU was amended on June 4, 2024, to extend the term through June 30, 2025.

D. The MOU was amended on May 6, 2025, to extend the term through June 30, 2026.

E. The MOU was amended on December 2, 2025, to amend the Residential waste collection start time on Saturdays from 9:00 a.m. to 8:00 a.m.

F. City and Contractor now desire to amend the Residential waste collection start time on Saturdays when service is required due to a holiday from 8:00 a.m. to 7:30 a.m.

G. The MOU is set to expire on June 30, 2026. Therefore, City and Contractor also now desire to extend the term of the MOU for up to one year, expiring June 30, 2027.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

a. **Section 1 of the MOU is amended to read:**

"1. Term of this MOU. The term of this MOU shall take effect on July 1, 2022, and be effective on a month-to-month basis until ~~June 30, 2026~~ ***June 30, 2027*** (the "Term"). Notwithstanding any term or expiration stated in any and each of the Waste Services Agreements, each of such agreements is hereby extended for a period commensurate with the Term hereof, unless further extended."

b. **Section 2 of the MOU is amended to read:**

"2. Collection Hours. Contractor will perform Residential Collection only between 6:30 a.m. and 8:00 p.m. Monday through Friday, and ~~8:00~~ ***7:30*** a.m. and 8:00 p.m. Saturday,

when service is required due to a holiday. Contractor will not perform Collection on Sunday, except upon City request."

2. **Continuing Effect of MOU.** Except as amended by this Amendment No. 5 all provisions of the MOU shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 5, whenever the term "MOU" appears in the MOU, it shall mean the MOU, as amended by this Amendment No. 5 to the MOU.

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 MOU. Each party represents and warrants to the other that there have been no written or oral modifications to the MOU other than as provided herein. Each party represents and warrants to the other that the MOU is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment No. 5, City is not in default of any material term of the MOU 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 MOU.

City represents and warrants to Contractor that, as of the date of this Amendment No. 5, Contractor is not in default of any material term of the MOU 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 MOU.

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. 5.

5. **Authority**. The persons executing this Amendment No. 5 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. 5 on behalf of said party, (iii) by so executing this Amendment No. 5, such party is formally bound to the provisions of this Amendment No. 5, and (iv) the entering into this Amendment No. 5 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 Amendment No. 5 on the date and year first-above written.

CITY:

CITY OF LA CAÑADA FLINTRIDGE, a municipal corporation

Daniel Jordan, City Manager

ATTEST:

Tania Garcia, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian Guerra, City Attorney

CONTRACTOR:

Arakelian Enterprises, Inc., DBA Athens Services

By: _____

Name: Ron Arakelian Jr.
Title: President

By: _____

Name: Michael Arakelian
Title: Secretary

Address: 14048 E. 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.

CALIFORNIA 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 July 16, 2026 before me, Kelly Burdg, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Michael Arakelian
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.

KELLY BURDG
Notary Public - California
Orange County
Commission # 2513974
My Comm. Expires Apr 6, 2029

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 Kelly Burdg
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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

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State of California
County of Orange }

On July 16, 2026 before me, Kelly Burdg, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Ron 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.

KELLY BURDG
Notary Public - California
Orange County
Commission # 2513974
My Comm. Expires Apr 6, 2029

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 _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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