# SECOND AMENDMENT
# TO AMENDED AND RESTATED
# SOLID WASTE REMOVAL AGREEMENT

This Second Amendment to Amended and Restated Solid Waste Removal Agreement (this "Amendment"), effective as of November 15, 2017 ("Amendment Effective Date"), is made and entered into by and between the City of Sierra Madre, a municipal corporation ("City"), and Arakelian Enterprises, Inc. dba Athens Services, a California corporation ("Contractor").

## RECITALS

WHEREAS, City and Contractor amended and restated the terms of a prior agreement pursuant to that certain "Amended and Restated Solid Waste Removal Agreement" dated as of February 10, 2013, which was amended by Amendment No. 1 dated September 2013 (as amended, the "Agreement").

WHEREAS, State Water Resources Control Board through the Los Angeles Regional Water Quality Control Boards requires municipal jurisdictions to achieve specific stormwater standards through a *Municipal Separate Storm Sewer System* (MS4) Permit.

WHEREAS, the MS4 Permit requires the City to eliminate all non-stormwater discharges, implement best management practices to prevent / minimize stormwater pollution, and enforce maximum stormwater pollutant limits through the establishment of Total Maximum Daily Loads (TMDLs) for 33 specific pollutants.

WHEREAS, a TMDL establishes the maximum amount of a pollutant that a waterbody can receive and still meet water quality standards.

WHEREAS, street dirt accumulated on streets and parking lots as well as pollutant washoff from streets and parking lots are the greatest single source of urban stormwater pollution.

WHEREAS, street sweeping has been an effective way to remove trash and other pollutants.

WHEREAS, City is implementing cost effective best management practices to prevent/minimize stormwater pollution.

NOW, THEREFORE, City and Contractor mutually agrees as follows:

## TERMS OF AGREEMENT

### SECTION 1. ENVIRONMENTAL FEE

A new Section 4(c) shall be added to the Agreement to read as follows:

"(c) **Environmental Fee:** Contractor's charges shall include an Environmental Fee in the amount set forth in Exhibit "A" hereto for Street Maintenance Services, as provided in Section 32 of this Agreement, at existing service levels, to be adjusted annually per Section 25(a) of this Agreement. As of the Amendment Effective Date, Contractor is entitled to receive from City the sum of $7,834.83 per month, adjusted annually per Section 25(a) of this Agreement, for Street Maintenance Services, as provided in Section 32 of this Agreement ("Street Sweeping Compensation"). Effective

as of the Amendment Effective Date, the Environmental Fees collected by Contractor for Street Maintenance Services rendered during the preceding month shall be credited against the Street Sweeping Compensation otherwise payable to Contractor and City shall no longer be obligated to pay the Street Sweeping Compensation to Contractor on a monthly basis. Within sixty (60) days after the end of each calendar year, Contractor shall deliver to City a reasonably detailed statement showing the total Environmental Fees collected for Street Maintenance Services rendered during the preceding calendar year and the Street Sweeping Compensation due to Contractor for the preceding calendar year. If the total Environmental Fees collected exceed the Street Sweeping Compensation due, then Contractor shall pay the amount of such excess to City within thirty (30) days after delivery of the statement. If the total Environmental Fees collected are less than the Street Sweeping Compensation due, then City shall pay the amount of such deficiency to Contractor within thirty (30) days after delivery of the statement. The reconciliation process set forth in this Section 4(c) shall be prorated for any partial years. Neither party shall be entitled to interest on the excess or shortfall paid hereunder.

**SECTION 2. MAXIMUM RATE SCHEDULE**

Exhibit "A" of the Agreement shall be deleted in its entirety and replaced with Exhibit "A" attached to this amendment.

**SECTION 3. EFFECT OF AMENDMENT**

Except as modified herein, either expressly or by necessary implication, the terms and conditions of the Agreement shall remain in full force and effect.

**SECTION 4. GOVERNING LAW**

This Amendment shall be governed by, and construed, interpreted and enforced in accordance with, the internal laws of the State of California without regard to conflict of laws principles.

***[Signature Page Follows]***

**IN WITNESS WHEREOF, City and Contractor have caused this Amendment to be executed and attested by their respective officers hereunto duly authorized.**

**CITY OF SIERRA MADRE**

**By:** _____

**Gabriel Engeland**

**City Manager**

Dated: 12-12-2017

**ARAKELIAN ENTERPRISES, INC.**

**dba ATHENS SERVICES**

**By:** _____

**Ron Arakelian, Jr.**

**Chairman of the Board**

**By:** _____

**Michael Arakelian**

**Secretary of the Board**

**Dated:** 1/12/2018

**ATTEST:**

**By:** _____

**City Clerk**

**Dated:** 1/12/2018

**APPROVED AS TO FORM:**

By: _____

**City Attorney**