

WASTE DISPOSAL AGREEMENT

This Waste Disposal Agreement (“**Agreement**”) is dated February 9, 2022 and is between ARAKELIAN ENTERPRISES, INC. dba Athens Services, a California corporation (“**Athens Services**”) and COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, a county sanitation district organized and existing under the provisions of the County Sanitation District Act, Health and Safety Code Section 4700 *et seq.* (the “**District**”). The District and Athens Services are referred to in this Agreement individually as a “**Party**” and collectively as “the **Parties.**” The terms and conditions of this Agreement become effective upon the date of execution by both parties (the “**Effective Date**”).

The District owns and operates a solid waste recycling and transfer system in the County of Los Angeles, California, that includes the Puente Hills Materials Recovery Facility (“**PHMRF**”), the Downey Area Recycling and Transfer Facility (“**DART**”), and the South Gate Transfer Station (“**SGTS**”). The Districts also owns and operates the Joint Water Pollution Control Plant (“**JWPCP**”). The PHMRF, SGTS, DART, and JWPCP are referred to collectively in this Agreement as the “**Facilities.**”

The District must dispose of residual municipal solid waste (“**MSW**”) from DART, PHMRF, and SGTS, and must dispose of sewage residuals and miscellaneous sewer cleanings from the JWPCP (“**Waste Generated at JWPCP**”). MSW and Waste Generated at JWPCP are collectively referred to in the Agreement as the “**Waste Materials.**”

Athens Services operates five Class III MSW landfills in San Bernardino County. San Bernardino County own the landfills. Two of the landfills have permitted capacity available to accept imported Waste Materials, which are the Mid-Valley and the San Timoteo Landfills. The landfills are permitted for the disposal of the Waste Materials.

The District desires to use the Mid-Valley and the San Timoteo Landfills as a location for the disposal of the Waste Materials, and Athens Services is willing and able to accept the Waste Materials at the Mid-Valley and the San Timoteo Landfills on the terms and conditions in this Agreement.

Parties therefore agree as follows:

1. Definitions

Capitalized terms in this Agreement will have the meanings set forth in this Section 1, or as otherwise defined in this Agreement.

- 1.1 “**Acceptable Waste**” means garbage, refuse, rubbish and other materials and substances discarded or rejected as being spent, useless, worthless, or in excess to the owners at the time of such discard or rejection and which are normally disposed of, or collected from residential (single family or multi-family), commercial, industrial, governmental and institutional establishments, and which are acceptable for disposal at Class III landfills under Applicable Law. Acceptable Waste shall contain no Excluded Waste in whole or part.

- 1.2 “**Agreement**” means this Waste Disposal Agreement as it may be amended or modified from time to time.
- 1.3 “**Applicable Law**” means the Los Angeles County Code, the San Bernardino County Code, the California Public Resources Code, Comprehensive Environmental Response, Compensation, and Liability Act, Resource Conservation and Recovery Act, California Environmental Quality Act, any legal entitlement, and any other rule, regulation, requirement, guideline, permit, action, determination or order of any governmental body having jurisdiction, that is applicable to the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, management, operation or maintenance of facilities used for the transfer, handling, transportation and disposal of Waste Materials, or any other transaction or matter contemplated by this Agreement (including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of minimum wages).
- 1.4 “**Chief Engineer**” means the District’s Chief Engineer and General Manager, or his or her designee who is an employee of the District.
- 1.5 “**DART**” means the Downey Area Recycling and Transfer Facility located at 9770 Washburn Road, Downey, CA 90241.
- 1.6 “**Destination Landfill**” means the Mid Valley Landfill or San Timoteo Landfill operated by Athens Services.
- 1.7 “**Disposal Rate**” means the tipping fee for Waste Materials as defined in Section 6.1.
- 1.8 “**Excluded Waste**” means any material that is (i) defined, regulated or listed as “hazardous,” “toxic,” a “pollutant,” or words of similar import under any Applicable Laws; (ii) “designated waste” as defined in California Water Code Section 13173; (iii) “medical waste” as defined under the California Medical Waste Management Act; (iv) waste prohibited from receipt at Class III landfills by Applicable Law; or (v) prohibited from being received at the Destination Landfill under its permits or other Applicable Law.
- 1.9 “**Facility**” or “**Facilities**” means the DART, JWPCP, PHMRF, and SGTS.
- 1.10 “**Fees and Taxes**” means any and all federal, state, local or other taxes, assessments, fees, host charges, gross receipts taxes or charges, surcharges, or similar charges directly or indirectly related to the acceptance, processing, storage, burial or disposal of material that are paid by or imposed on Athens Services or their operations by law, ordinance, rule, regulation, or agreement with a governmental authority, whether imposed retroactively or prospectively.

- 1.11 **“Mid Valley Landfill”** means the Class III disposal facility owned by San Bernardino County and operated by Athens Services and located at 2390 Alder Avenue, Rialto, CA 92377.
- 1.12 **“MSW”** means municipal solid and inert waste defined as “solid waste” in Public Resources Code §40191, which are Acceptable Waste.
- 1.13 **“Regulatory Fee”** means any fee, assessment, tax, tariff or other charge imposed by any federal, state or local governmental body on the receipt, processing, composting, handling, storage, transportation or disposal of organic or other waste, or the operation of facilities performing such activities.
- 1.14 **“San Timoteo Landfill”** means the Class III disposal facility owned by San Bernardino County and operated by Athens Services and located at 31 Refuse Road, Redlands, CA 92373.
- 1.15 **“JWPCP”** means the Joint Water Pollution Control Plant located at 24501 S. Figueroa Street, Carson, CA 90745.
- 1.16 **“PHMRF”** means the Puente Hills Materials Recovery Facility located at 13130 Crossroads Parkway South, City of Industry, CA 91746.
- 1.17 **“SGTS”** means the South Gate Transfer Station located at 9530 Garfield Avenue, South Gate, CA 90280.
- 1.18 **“Tipper(s)”** means a piece of equipment typically utilized at a landfill designed to dump transfer trailers with stationary floors by means of a platform connected to large hydraulic lifting cylinder.
- 1.19 **“Waste Generated at JWPCP”** means wastewater treatment plant residuals and miscellaneous sewer cleanings, including grit and other inert materials removed during the cleaning-out of digesters, grit chambers, screenings, and other processes, which are Acceptable Waste.
- 1.20 **“Waste Materials”** means MSW or Waste Generated at JWPCP.

2. Term

This Agreement will become effective on the Effective Date and will expire on June 30, 2025, unless terminated sooner under the provisions of Section 12.

3. Delivery of Waste Materials

3.1 Tonnage. Commencing on the Effective Date, the District may deliver Waste Materials generated at the Facilities to the Destination Landfills for disposal. It is estimated that the annual volume will be 17,500 tons. In the event that the District anticipates an increase of more than ten percent (10%), the Districts will provide written or verbal notice to Athens Services to ensure there will be available capacity.

3.2 Destination Landfills. The District intends to deliver all Waste Materials under this Agreement to Mid Valley Landfill. San Timoteo Landfill will be used as an alternative disposal location, at the discretion of the District, in the event of external factors, including but not limited to weather, traffic, or road closures, impacting the District's ability to deliver the Waste Materials to Mid Valley Landfill.

3.3 Transportation. The District may deliver Waste Materials to the Destination Landfill either by direct hauling by the District or by a third party hauler under contract with the District. The District may use any type of transfer vehicles, including transfer trucks with tipping trailers, to deliver the Waste Materials to the Destination Landfill, at the rate specified in Section 6. All transfer vehicles must be equipped with a tarping system to completely cover the trailer during transport of the Waste Materials to the Destination Landfill. All drivers must tarp the trailers prior to leaving the landfill to minimize litter. All tarps must be kept in good repair and free of holes and tears.

3.4 Delivery Hours. The District may deliver Waste Materials from the Facilities to Athens Services during normal operating hours of the Destination Landfills as set by Athens Services. These are as follows:

- a. Mid Valley Landfill between 7:00 AM and 5:00 PM Monday through Friday and 8:00 AM and 5:00 PM on Saturday.
- b. San Timoteo Landfill between 8:00 AM and 5:00 PM Monday through Saturday.

3.5 Jurisdiction Reporting. The District agrees to furnish Athens Services with jurisdictional information regarding the origin of the Waste Materials delivered to the Destination Landfills sufficient to allow Athens Services to comply with reporting requirements under Applicable Law.

4. Acceptance of Waste Materials from the Facilities

4.1 Acceptance of Acceptable Waste. Athens Services shall accept Waste Materials from the Facilities that constitute Acceptable Waste at the Destination Landfill for disposal. Athens Services shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, and services necessary to or used in the performance of Athens Services obligations under this Agreement.

4.2 Weighing of Loads. Athens Services will provide scales for each transport vehicle to be weighed as it enters the Destination Landfill. The scale will be maintained in accordance with the requirements of Applicable Law, including but not limited to annual Department of Weights and Measures calibration. Upon the initial delivery by a tractor/trailer combination at the Destination Landfill, weighing will occur upon both entry and exit, and a tare weight recorded for future deliveries by the same tractor/trailer combination, such that weighing upon exit will not be required after the initial delivery.

4.3 Disposal Accounts. Athens Services shall provide separate disposal accounts for each of the Facilities to enable proper recording and tracking of tonnages for invoicing.

4.4 Use of Tippers. Athens Services currently operates two Tippers at Mid Valley Landfill and one Tipper at San Timoteo Landfill. During the delivery hours specified in Section 3.4, Athens Services will make Tippers available for use by District or subcontract haulers for the Waste Materials delivered to the Destination Landfill using tipper trailers under this Agreement.

4.5 Trailer Clean Out. Athens Services will provide a suitable area near the active working face of the Destination Landfill for drivers to sweep out their unloaded trailers prior to exiting the landfill.

4.6 Nonconforming Material; Excluded Waste. Athens Services may reject at the time of delivery any load or portion of a load that reasonably appears not to conform to the definition of Acceptable Waste. If a load or portion of a load is rejected for any reason other than the presence of Excluded Waste, then Athens Services may dispose of the load or portion of the load, and charge the District a rejection fee. If Athens Services rejects or revokes acceptance of any Excluded Waste, then the District shall remove or arrange to have removed such material from the Destination Landfill at the District's expense, within one (1) business day of notice by Athens Services (which notice may be by phone or email). If the Excluded Waste is not removed within such one (1) business day, Athens Services may remove or arrange to have removed such material. Athens Services may inspect or analyze any material delivered by the District hereunder, or have others do so. The District shall promptly reimburse Athens Services for all reasonable costs and expenses incurred by Athens Services (including removal and disposal costs) in connection with any delivery of Excluded Waste hereunder or any failure by Athens to remove material as required by this section.

5. Ownership

Title and ownership of the Waste Materials from the Facilities will transfer from the District to Athens Services upon acceptance at the Destination Landfill, provided, however, that that title to, ownership of and liability for Excluded Material shall at no time pass to Athens Services.

6. Rate for Services

6.1 Tipping Fees and Rate. Athens Services shall charge the District and the District shall pay Athens Services a "**Disposal Rate**" of \$35.00 per ton for all Waste Material. The Disposal Rate includes all applicable Fees and Taxes excluding the Los Angeles County export fee, which the District will pay directly to Los Angeles County.

6.2 Adjustments. Adjustments to the tipping fee will be made annually on July 1 during the Term of the Agreement. The fee will be increased by any positive change in the Consumer Price Index for All Urban Consumers, CPI-U index (Not Seasonally Adjusted, Area: Los Angeles-Long Beach-Anaheim, CA, Item: All items, Base Period: 1982-84=100) for the preceding 12-month period September to September and effective each July 1. The rate will not change if the period is zero or negative. The initial adjustment will be July 1, 2022. Athens Services must provide written notice to the District on or before May 1 each year for any adjustments to the Disposal Rate.

6.3 Changes in Law or Regulatory Fees. Athens Services may increase the Disposal Rate to reflect any change in (or any new) Applicable Laws taking effect after the date hereof, including any increase in (or any new) Regulatory Fees taking effect after the date hereof. If after the date hereof a Regulatory Fee payable on each ton of material delivered to the Destination Landfill hereunder is increased, or a new one imposed, then the amount of such new or increased per-ton Regulatory Fee shall be added to the then-applicable Disposal Rate, so as to pass through the increase to the District. For any other change in (or any new) Applicable Laws taking effect after the date hereof, including any increase in (or any new) Regulatory Fees taking effect after the date hereof, the Disposal Rate shall be increased by Athens Services' reasonable increased costs of performing its obligations under the Agreement resulting from the changed or new Applicable Law or Regulatory Fee. Athens Services shall provide the District with thirty (30) days prior written notice of any fee increase under this Section, together with a reasonable description of the change giving rise to the increase.

6.4 Tonnage Commitment. There is no minimum tonnage requirement under this Agreement.

7. Payments for Services

7.1 Athens Services shall invoice the District monthly, by the 15th business day of the following month, with respect to the Waste Materials delivered from the Facilities to the Destination Landfills during the prior calendar month. The invoice shall list the Facilities from which the Waste Materials originated, the amount of Waste Materials received from each Facility, the amount due by multiplying the appropriate Disposal Rate by the tonnage received. Payment will be due and payable within thirty (30) days of receipt of the invoice.

7.2 In the event the District disputes any portion of an invoice, it shall pay the undisputed portion in accordance with Section 7.1, and shall notify Athens Services of the dispute and the specific grounds for the dispute no later than 20 days after receiving an invoice from Athens Services. The Parties shall make a good faith effort to settle any dispute. The District shall pay any remaining portion within fifteen (15) days of the resolution of the dispute.

7.3 A weight ticket generated at the Destination Landfill will determine weight for purposes of invoicing. The District may from time to time compare net weights based on another certified scale. If the results of the comparison exceeds a 2% variance, the District and Athens Services agree to negotiate and cooperate in good faith to determine the cause of the discrepancy, determine the weight to use for billing purposes, adjust the payment to Athens Services as necessary, and take corrective actions for avoid future discrepancies.

8. Regulatory Compliance

The Parties shall comply with Applicable Law; and shall obtain and maintain any permits, licenses, or approvals, which are required for the performance of their respective obligations under this Agreement. The District shall comply with the standard rules and regulations of the

Destination Landfill and the reasonable instructions of Athens Services personnel while on the premises.

9. Rejection of Waste.

In the event that the District delivers Excluded Waste to the Destination Landfills under this Agreement, the District, upon written or verbal notification thereof by Athens Services, shall take immediate measures to remove the Excluded Waste for proper handling and disposal at the District's own expense.

10. Reporting

The District shall report the jurisdiction of origin for all Waste Materials delivered to the Destination Landfills during the preceding calendar month no later than the tenth (10th) calendar day of each calendar month. Without limiting the foregoing, this shall include a monthly report certifying waste originating outside of San Bernardino County, which the District shall submit to Contractor no later than tenth (10th) calendar day of the prior month.

11. Indemnity

11.1 Athens Services shall, with respect to its duties in connection with this Agreement, indemnify and hold harmless the District, its directors, officers, employees, and agents (collectively in this Section, "**the District Parties**") from and against any and all liability, claims, allegations, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) arising, directly or indirectly, in whole or in part, out of any intentional, willful, or negligent act or omission of Athens Services, Athens Services' officers, employees, agents, subcontractors or anyone under Athens Services control (collectively "**Athens Services Parties**"), breach of this Agreement by any Athens Services Parties, misrepresentation or willful misconduct by any Athens Services Parties, and claims by any employee of Athens Services Parties relating in any way to workers' compensation (collectively "**Claims**" or individually "**Claim**"). Independent of the duty to indemnify and as a free-standing duty on the part of Athens Services, Athens Services shall defend the District Parties against any Claims and shall continue this defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on the part of the Athens Services Parties will be required for the duty to defend to arise. Athens Services shall notify the District of any Claim within ten (10) days. Likewise, the District shall notify Athens Services of any Claim, shall tender the defense of the Claim to Athens Services, and shall assist Athens Services at Athens Services' sole expense, as may be reasonably requested, in the defense of the Claim.

11.2 The District shall, in connection with its duties under this Agreement, indemnify and hold harmless Athens Services, its officers, employees and agents (collectively in this Section, "**Athens Services Parties**") from and against any and all liability, claims, allegations, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) arising, directly or indirectly, in whole or in part, out of any intentional, willful or negligent act or omission of the District, its directors, officers, employees, agents, sub-contractors or anyone under the District's control (collectively in this

Section “**the District Parties**”), breach of this Agreement by any District Parties, misrepresentation or willful misconduct by any District Parties, and Claims by any employee of the District Parties relating in any way to workers' compensation (collectively “**Claims**” or individually “**Claim**”). Independent of the duty to indemnify and as a free-standing duty on the part of the District, the District shall defend the Athens Services Parties against any Claims and shall continue this defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on the part of the District Parties will be required for the duty to defend to arise. The District shall notify Athens Services of any Claim within ten (10) days. Likewise, Athens Services shall notify the District of any Claim, shall tender the defense of the Claim to the District, and shall assist the District at the District's sole expense, as may be reasonably requested, in the defense of the Claim.

11.3 Environmental Indemnity. Notwithstanding the foregoing or anything else in this Agreement to the contrary, the District shall defend (with counsel reasonably acceptable to Athens Services), indemnify and hold harmless Athens Services, its affiliates, and its and their respective employees, officers, directors, owners, agents and subcontractors, from and against any and all Claims arising from or caused by the presence, handling or disposal of any waste, substance or material at the Facilities, and Athens Services shall defend (with counsel reasonably acceptable to the District), indemnify and hold harmless the District, its affiliates, and its and their respective employees, officers, directors, owners, agents and subcontractors from and against any and all Claims arising from or caused by the presence, handling or disposal of any waste, other than Excluded Waste, delivered or tendered for delivery hereunder by the District, its affiliates, or its or their agents or subcontractors. The indemnities in this section are intended to operate as agreements pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*, to defend, protect, hold harmless, and indemnify the indemnified parties from liability. For the avoidance of doubt, for the purposes of this provision, “Claims” includes special, consequential, indirect, lost profits, natural resources and punitive damages; response, remediation and removal costs; and costs of investigation, inspection, analysis, handling and disposal.

11.4 A Party's indemnity obligations shall not be excused because of the party's inability to evaluate an indemnitee's liability or because the Party evaluates such liability and determines that the indemnitee is not liable to the claimant. A Party seeking indemnity shall notify the other party of any Claim promptly after becoming aware of such Claim, provided, however, that no delay in providing such notification shall affect the indemnifying Party's indemnity obligations, unless (and only to the extent that) the indemnifying Party has been actually prejudiced by such delay. The indemnifying Party shall not settle any Claims without the other Party's prior written consent, unless the settlement involves only the payment of money damages paid in full by the indemnifying Party; does not impose an injunction or other equitable relief upon the indemnitees subject to the settlement; does not constitute an admission of wrongdoing by any such indemnitee; and results in the unconditional release of such indemnitees with respect to all claims for which indemnity is sought. The Party seeking indemnity shall provide, to the indemnifying Party and its counsel, reasonable access to its employees, property and records reasonably related to the claim (excluding records protected by the attorney-client privilege or the work-product doctrine). A Party's provision of insurance shall not be construed as limiting such party's indemnity obligations hereunder.

11.5 The Parties indemnity obligations will survive the expiration or termination of this Agreement.

12. Insurance

12.1 The District shall maintain insurance in compliance with this section, and shall ensure that each subcontractor performing work hereunder also maintains insurance in compliance with this section, as if the subcontractor were a party hereto. The District and each of its subcontractors performing work hereunder shall furnish insurance certificates evidencing the required coverages not later than the date of this Agreement, and thereafter upon each policy renewal. Certificates shall be sent to Athens Services as per Section 14.5. The District and each of its subcontractors performing work hereunder shall maintain the following policies with at least the following limits:

Workers' Compensation	Statutory limits for state(s) where goods or services provided	
Employer's Liability	Bodily Injury by Accident – Each Accident	\$1,000,000
Commercial General Liability	Each Occurrence	\$3,000,000
Automobile Liability	Combined Single Limit – Each Accident	\$1,000,000
Umbrella Liability* ¹	Single Limit – Each Occurrence	\$5,000,000
	Policy Limit	\$5,000,000
* In excess of Employer's Liability, Commercial General Liability and Automobile Liability.		
¹ Haulers subcontracted by the District shall not be required to obtain umbrella liability insurance.		

12.2 Each policy required hereunder shall, or shall be endorsed to: (i) name Athens Services, its affiliates, and its and their respective directors, officers, employees and agents an additional insureds; (ii) contain a waiver of subrogation in favor of Athens Services and its affiliates; (iii) be primary, and any insurance or self-insurance maintained by such additional insureds shall not contribute with it, except for the Workers' Compensation and Employer's Liability policies; (iv) remain in effect throughout the Term and, if written on a claims-made basis, for five (5) years thereafter; (v) contain "cross-liability" or "separation of insureds" coverage; and (vi) be issued by companies licensed in the State of California with an A.M. Best rating of A-VII or better. If the issuer of any policy required hereunder is the subject of bankruptcy or insolvency proceedings, or becomes insolvent, the party that maintained such insurance shall within five (5) business days substitute another policy and issuer meeting the foregoing requirements.

13. Termination and Default

13.1 The terms “**Default**” or “**Event of Default**” mean the failure of a Party to observe or perform any covenant, condition, or term of this Agreement.

13.2 Upon the occurrence of any other Event of Default by either Party, the non-defaulting Party shall provide written notice to the defaulting Party of the Event of Default. The defaulting Party shall have the opportunity for consultation with the non-defaulting Party, which shall include an opportunity to cure the events leading to any substantial failure within thirty (30) calendar days of the non-defaulting party’s written notice. If additional time is needed to effectuate a cure, such time may be requested in writing from the terminating party subject to the terminating party’s approval, which will not be unreasonably withheld.

13.3 Should the defaulting Party fail to cure the Event of Default pursuant to Section 13.2, the non-defaulting Party may: (i) seek equitable relief from a Court of appropriate jurisdiction; or (ii) if the Event of Default continues for thirty days after notice of the Event of Default is provided to the other party, terminate this Agreement and have recourse to any other right or remedy to which that Party may be entitled by law or in equity, including, but not limited to, the right to recover for all damage or loss suffered as a result of the Event of Default.

13.4 Notwithstanding the foregoing, Athens Services may terminate this Agreement upon written notice to the District if such other party fails to pay its debts generally as they become due and such debt remains unpaid for ninety (90) days after such payment being due.

14. Miscellaneous

14.1 *Assignment.* A Party shall not sell, assign, or otherwise transfer, by operation of law or otherwise, its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party.

14.2 *Independent Contractor.* Each Party is and will perform this Agreement as an independent contractor and, as such, will have and maintain complete control over all of its employees, agents and their conduct. Neither Party, nor anyone employed by it will be, represent, act, purport to act or be deemed to be the agent, representative or employee of the other Party.

14.3 *Entire Agreement.* This Agreement represents the entire understanding between the Parties relating to the disposal of the Waste Materials described in this Agreement. No prior oral or written understanding is of any force or effect with respect to the matters provided in this Agreement.

14.4 *Action by Chief Engineer.* Except as otherwise provided in this Agreement, the Chief Engineer may take all actions on behalf of the District in connection with any approvals or actions required of or by the District under this Agreement.

14.5 *Notices.* All notices or other communications to be given under this Agreement must be in writing and will be deemed given when mailed by United States mail, or by nationally-recognized overnight courier or acceptable electronic communication with proof of delivery:

To Athens Services:

14048 Valley Blvd.
City of Industry, CA 91716
Attn: Anthony Bertrand
ABertrand@athensservices.com

To the District:

Chief Engineer and General Manager
County Sanitation District No. 2 of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Attn: Mark Revilla
mrevilla@lacs.org

14.6 *Amendment.* No amendment, modification, or change to this Agreement will be effective unless the amendment, modification, or change is in writing and duly executed by the Parties.

14.7 *Governing Law and Venue.* This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another venue.

14.8 *Warranty of Authority.* The Parties each warrant that the persons executing this Agreement on their behalf are authorized to do so.

14.9 *No Conflict.* Each party represents and warrants that its execution, delivery and performance of this Agreement has been duly authorized and does not and shall not conflict with or constitute a breach of any agreement to which it is a party or by which it is bound, any provision of Applicable Law, or any other legal requirement.

14.10 *Remedies Cumulative.* All remedies afforded to any party hereto, either under this Agreement, at law, in equity or otherwise, shall be cumulative and not alternative. No failure or delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.

14.11 *Severability.* Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified unless terminated pursuant to Article 13.

14.12 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be considered an original.

[Signatures appear on following page.]

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY

By: _____
Chairperson, Board of Directors

ATTEST:

By: _____
Secretary to the Board

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

ARAKELIAN ENTERPRISES, INC

By:  _____

Name: RON J. ARAKELIAN, III

Title: EXECUTIVE OFFICER