

**MUNICIPAL SOLID WASTE IMPORTATION CAPACITY TRANSFER  
AND RECIPROCITY AGREEMENT**

This Municipal Solid Waste Importation Capacity Transfer and Reciprocity Agreement (“**Agreement**”) is made and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “**Effective Date**”), by and between COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY (the “**District**”) and ARAKELIAN ENTERPRISES, INC., dba Athens Services, a California corporation (“**Athens**”). The District and Athens are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

A. The District is a party to that certain Municipal Solid Waste Importation Agreement between the County of Orange, California, and County Sanitation District No. 2 of Los Angeles County dated May 14, 2013, as modified by Amendment No. 1 to the Municipal Solid Waste Importation Agreement dated February 25, 2014, and further modified by Amendment No. 2 to Municipal Solid Waste Importation Agreement dated April 28, 2016 (collectively, the “**OC Agreement**”). The District has sought the written consent of the County of Orange to enter into this Agreement, and the County of Orange has consented to this Agreement. A copy of the OC Agreement is incorporated herein by reference.

B. Athens is a party to that certain Waste Disposal System Operations Contract, Contract No. 13-188 dated April 13, 2013, as modified by Amendment No. 1 to the Waste Disposal System Operations Agreement, dated May 19, 2015, and most recently by Amendment No. 2 to the Waste Disposal System Operations Agreement, dated February 11, 2020, between the County of San Bernardino and Athens (collectively, the “**SBC Agreement**”). A copy of the SBC Agreement is incorporated herein by reference.

C. The District and Athens now desire to work cooperatively under both the OC Agreement and the SBC Agreement to maximize efforts for disposal of waste in an efficient and cost-effective manner allowing each Party the ability to haul and dispose of acceptable waste materials in the facilities available to each Party, as more fully detailed herein.

**AGREEMENT**

In consideration of the foregoing and of the mutual covenants of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals are hereby incorporated in and specifically made a part of this Agreement.



2. Term. This Agreement will commence on the Effective Date and, unless terminated in accordance with Section 13, expire upon the latest of (i) expiration or termination of the OC Agreement, including any extensions or restatements thereof, or (ii) expiration or termination of the SBC Agreement, including any extensions or restatements thereof. For the avoidance of doubt, the Parties acknowledge that, as of the Effective Date, the OC Agreement will expire on June 30, 2025, and the SBC Agreement will expire on June 30, 2031.

3. Athens Transfer to Orange County Facilities.

3.1. Monthly Tonnage. Athens may deliver acceptable waste, as defined in the OC Agreement, to the extent capacity is available, to the Olinda Alpha Landfill located at 1942 N. Valencia Avenue, Brea, CA 92823 (the “**Olinda Facility**”) and at the Frank R. Bowerman Landfill located at 11002 Bee Canyon Access Road, Irvine, CA 92602 (the “**Bowerman Facility**”) or the Prima Deshecha Landfill at 32250 Avenida La Pata, San Juan Capistrano, CA 92675 (the “**Prima Facility**”) or collectively the “**OC Facilities.**”

3.2. Capacity; Allocation. The District is not providing a capacity guarantee at either the Olinda Facility or the Bowerman Facility, and the District shall have priority to use all capacity allocated to the District at the Olinda Facility under the OC Agreement. Athens acknowledges that the District does not control the allocation of volumes into either the Olinda Facility or the Bowerman Facility, which may impact availability of the facilities for use by the Athens. The District shall report to Athens, as needed, with respect to available capacity at either the Olinda Facility or the Bowerman Facility.

3.3. Compliance with OC Agreement; Procedures. Unless otherwise specified in this Agreement, Athens shall comply with all terms and conditions applicable to the District that are contained in the OC Agreement with respect to use of the Olinda and Bowerman Facilities, incorporated herein by reference. For the avoidance of doubt, Athens shall comply with the rules and regulations of the Olinda and Bowerman Facilities, and the instructions of any operator thereof while on the premises of the Olinda Facility or Bowerman Facility, including but not limited to requirements concerning the acceptance or rejection of waste, facility hours of operation, reporting, and recordkeeping.

3.4. Reporting. Athens will provide the District a monthly report of the amount of acceptable waste, as defined in the OC Agreement, deposited by Athens in each of the Olinda Facility and the Bowerman Facility in a form deemed satisfactory by the District in accordance with the OC Agreement. Athens will report the jurisdiction of origin for materials delivered to each of the Olinda Facility and Bowerman Facility. Such reports shall be submitted to the District no later than the tenth (10th) day after the end of the prior month.

3.5. Rates for Use. The District shall charge Athens, and Athens shall pay in accordance with Section 6, the rates established pursuant to the OC Agreement for use of the Olinda and Bowerman Facilities, without premium, markup, or any additional charge. Such rates are set annually by the County of Orange. The rates in effect as of the Effective Date are provided and incorporated herein as Exhibit “A.” For the rate year beginning in 2023, and annually thereafter, the District shall transmit to Athens any new rate sheets published by the



County of Orange within three (3) days of receipt and any new or adjusted rates shall apply to this Agreement.

3.6. Bond. Upon the Effective Date, Athens must furnish to the District, and keep current, a surety bond in an amount of Seven Hundred and Fifty Thousand Dollars (\$750,000.00). The surety must permit the District to immediately draw upon the bond, in whole or in part, by written request stating that Athens has failed to pay any amount due under this Agreement. The bond must be executed by a surety company licensed to do business in the State of California, having an "A-" or better rating by A.M. Best or Standard and Poor's, and included on the list of surety companies approved by the Treasurer of the United States. Upon publication of the annual rates, as outlined in Section 3.5, the District shall review Athens' average monthly tonnage at each of the Olinda and Bowerman Facilities for the prior year and shall adjust the bond amount to reflect the costs based on the new rate schedule and the average monthly tonnage for the prior year. A revised surety bond must be delivered to the District within thirty (30) days of receipt of notification of the new bond amount.

4. District Transfer to San Bernardino County Facilities.

4.1. Monthly Tonnage. The District may deliver acceptable solid waste, as defined in the SBC Agreement, to the extent capacity is available, to the Mid Valley Landfill located at 2390 Alder Avenue, Rialto, CA 92377; San Timoteo Landfill located at 31 Refuse Road, Redlands, CA 92373; and the Victorville Landfill located at 18600 Stoddard Wells Road, Victorville, CA 92395 (collectively, "**SBC Facilities**").

4.2. Capacity; Allocation. Athens is not providing a capacity guarantee at any of the SBC Facilities, and Athens shall have priority to use all capacity allocated to Athens at the SBC Facilities under the SBC Agreement. The District acknowledges that Athens does not control the allocation of volumes into the SBC Facilities, which may impact availability of the facilities for use by the District. Athens shall report to the District, as needed, with respect to available capacity at the SBC Facilities.

4.2.1. Reciprocity Cap. Subject to Section 4.2, if capacity at the SBC Facilities is available, Athens shall, at minimum, make available to the District capacity at the SBC Facilities equal to the cumulative total capacity used by Athens under this Agreement at both the Olinda Facility and the Bowerman Facility (the "**Reciprocity Cap**").

4.3. Compliance with SBC Agreement; Procedures. Unless specified otherwise in this Agreement, the District shall comply with all terms and conditions applicable to Athens that are contained in the SBC Agreement with respect to use of the SBC Facilities, incorporated herein by reference. For the avoidance of doubt, the District shall comply with the rules and regulations of the SBC Facilities, and the instructions of any operator thereof while on the premises of any SBC Facility, including but not limited to requirements concerning the acceptance or rejection of waste, facility hours of operation, reporting, and recordkeeping.



4.4. Reporting. The District will provide to Athens a monthly report of the amount of solid waste, as defined in the SBC Agreement, accepted at each of the SBC Facilities in a form deemed satisfactory by Athens in accordance with the SBC Agreement. The District will report the jurisdiction of origin for materials delivered to the SBC Facilities. Such reports shall be submitted to Athens no later than the tenth (10th) calendar day after the end of the prior month.

4.5. Rates. Athens shall charge the District, and the District shall pay in accordance with Section 6, the rates established pursuant to the SBC Agreement for use of the SBC Facilities, without premium, markup, or any additional charge. Such rates are set annually by the County of San Bernardino. The rates in effect as of the Effective Date are provided and incorporated herein as Exhibit "B." For the rate year beginning in 2023, and annually thereafter, Athens shall transmit to the District any new rate sheets published by the County of San Bernardino within three (3) days of receipt and any new or adjusted rates shall apply to this Agreement. Notwithstanding any provision in this Agreement, if the District exceeds the Reciprocity Cap, the Parties shall meet and confer within ten (10) days or such other time that is mutually agreeable to the Parties to negotiate additional terms for payment by the District for tonnage above the Reciprocity Cap. If the Parties cannot agree to an amendment of this Agreement with thirty (30) days thereof, Athens is not required to accept additional District tonnage at the SBC Facilities.

4.6. Bond. Upon the Effective Date, the District must furnish to the Athens, and keep current, a surety bond in an amount of Seventy Five Thousand Dollars (\$75,000.00). The surety must permit Athens to immediately draw upon the bond, in whole or in part, by written request stating that the District has failed to pay any amount due under this Agreement. The bond must be executed by a surety company licensed to do business in the State of California, having an "A-" or better rating by A.M. Best or Standard and Poor's, and included on the list of surety companies approved by the Treasurer of the United States. Upon publication of the annual rates, as outlined in Section 4.5, Athens shall review the District's average monthly tonnage at each of SBC Facilities for the prior year and shall adjust the bond amount to reflect the costs based on the new rate schedule and the average monthly tonnage for the prior year. A revised surety bond must be delivered to Athens within thirty (30) days of receipt of notification of the new bond amount.

5. Other Agreements. If, after the Effective Date, Athens enters into an agreement with a third-party operator for the transfer and disposal of municipal solid waste outside of the County of San Bernardino, Athens shall offer the District the right to use capacity under that agreement, without premium, markup, or any additional charge, at the same rates established under the third-party agreement for any tonnage up to the limit of the Reciprocity Cap.

6. Invoicing; Payments.

6.1. Invoices. Each Party shall invoice the other Party monthly, by the 15th business day of the following month, with respect to the use of facilities as outlined in this Agreement during the prior calendar month. The invoice shall list the facility used, the amount of waste materials received at each facility, and the amount due by multiplying the appropriate rate



by the tonnage received. Payment will be due and payable within thirty (30) days of receipt of the invoice.

6.2. Disputes. In the event a Party disputes any portion of an invoice, it shall pay the undisputed portion in accordance with Section 6.1, and shall notify the other Party of the dispute and the specific grounds for the dispute no later than 20 days after receiving an invoice. The Parties shall make a good faith effort to settle any dispute. The non-disputing Party shall pay any remaining portion within fifteen (15) days of the resolution of the dispute.

6.3. Weighing; Discrepancies. A weight ticket generated at a facility used by a Party will determine weight for purposes of invoicing. Each Party may from time to time compare net weights based on another certified scale. If the results of the comparison exceed a 2% variance, the Parties 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 the non-disputing Party as necessary, and take corrective actions in order to avoid future discrepancies.

7. Use of Tippers. Athens currently operate two (2) pieces of equipment utilized at a landfill designed to dump transfer trailers with stationary floors by means of a platform connected to a large hydraulic lifting cylinder (a "Tipper") at the Mid Valley Landfill and one (1) Tipper at the San Timoteo Landfill. The District, or any of the District's subcontractor haulers, shall have the ability to use the Tippers at either the Mid Valley Landfill or the San Timoteo Landfill if those facilities are available.

8. Ownership; Liability for Transferred Materials. Title and ownership of the materials transferred by each Party to any facility will remain with that Party until accepted by the facility designated by a Party for disposal; provided, however, that title to, ownership of, and liability for accepted materials shall pass in accordance with the OC Agreement or the SBC Agreement, respectively and as applicable. Under no circumstances shall title to, ownership of, or liability for Excluded Waste pass to either party under this Agreement. For the purposes of this Agreement, "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 law; (ii) "designated waste" as defined in California Water Code Section 13173; (iii) "medical waste" as defined under the California Medical Waste Management Act; (iv) prohibited from receipt at Class III landfills by applicable law; (v) that is prohibited from or otherwise deemed unacceptable from being received at a facility under the OC Agreement or the SBC Agreement, as applicable; or (vi) waste that is prohibited from or otherwise deemed unacceptable from being received under any applicable permit or Applicable Law, as defined in Section 10.

9. Rejection of Waste. In the event that either Athens or the District delivers waste that is rejected or excluded at a facility specified in this Agreement, there will be notification to the other Party and such offending Party will remove and dispose of all such rejected wastes at another facility that is authorized and able to receive the rejected wastes. The offending Party will bear all responsibility and costs for removal and appropriate disposal.

10. Compliance with Applicable Law. The Parties shall comply with Applicable Law and shall obtain and maintain any permits, licenses, or approvals that are required for the performance of their respective obligations under this Agreement. For the purposes of this Agreement, “Applicable Law” includes, without limitation, the Los Angeles County Code; the Orange County Code; the San Bernardino County Code; the California Public Resources Code; the Comprehensive Environmental Response, Compensation, and Liability Act; the Resource Conservation and Recovery Act; the California Environmental Quality Act; any legal entitlement; and any other federal, state, or local law, rule, regulation, requirement, guideline, permit, action, determination, decision, or order of any governmental body having jurisdiction, that is applicable to any matter contemplated by this Agreement.

11. Indemnification.

11.1. Indemnification by Athens. Athens agrees to indemnify, defend (with counsel reasonably approved by the District), and hold harmless the District and its elected board members, officials, administrators, employees, and agents (collectively, “**District Indemnified Parties**”) from and any all claims, suits, actions losses, damages, and/or liability of every nature arising out of or alleged to arise out of any acts, errors, or omissions of Athens, its agents, employees, affiliates, officers, directors, shareholders, and subcontractors (collectively the “**Athens Indemnifying Parties**”) in connection with or related to Athens performance, or lack thereof, under this Agreement or any use of the Olinda Facility, Bowerman Facility, or any obligation or responsibility under the OC Agreement except where such indemnification is specifically prohibited by law. Without limiting the generality and duties of the foregoing, and as a further clarification but not as a change to the meaning of this Section 11.1, the Athens specifically agrees to defend, hold harmless, and indemnify the District for any penalty, complaint, charge, accusation, or monetary claim (including the cost of defense) resulting from any act or omission of any of the Athens Indemnifying Parties in connection with or related to Athens’s performance under this Agreement or the OC Agreement resulting in any enforcement action (whether informal, administrative, or judicial) by any regulatory agency. Nothing in this paragraph shall obligate Athens to indemnify or defend the District in any circumstance involving the sole negligence or willful misconduct of any of the District Indemnified Parties. The provisions of this subsection shall survive termination of this Agreement.

11.2. Indemnification by District. The District agrees to indemnify, defend (with counsel reasonably approved by Athens), and hold harmless Athens and its board members, authorized officers, employees, and agents (collectively, “**Athens Indemnified Parties**”) from any and all claims, suits, actions, losses, damages, and/or liability of every nature arising out of or alleged to arise out of any acts, errors, or omissions of the District, its agents, employees, affiliates, officers, directors, shareholders, and subcontractors (collectively, “**District Indemnifying Parties**”) in connection with or related to the District’s performance, or lack thereof, under this Agreement or any use of the SBC Facilities or any obligation or responsibility under the SBC Agreement, except where such indemnification is specifically prohibited by law. Without limiting the generality and duties of the foregoing, and as a further clarification but not as a change to the meaning of this Section 11.2, the District specifically agrees to defend, hold harmless, and indemnify Athens for any penalty, complaint, charge, accusation, or monetary

claim (including the cost of defense) resulting from any act or omission of any of the District Indemnifying Parties in connection with or related to the District's performance under this Agreement or the SBC Agreement resulting in any enforcement action (whether informal, administrative, or judicial) by any regulatory agency. Nothing in this paragraph shall obligate the District to indemnify or defend the Athens in any circumstance involving the sole negligence or willful misconduct of any of the Athens Indemnified Parties. The provisions of this subsection shall survive termination of this Agreement.

11.3. Notwithstanding the foregoing, in the event of any conflict or omission with respect to the indemnifications requirements in this Section 11 and the indemnification requirements required of the District under the OC Agreement and Athens under the SBC Agreement, the more stringent or omitted requirements, as applicable, shall apply to this Agreement such that Athens shall adhere to the indemnifications requirements required of the District under the OC Agreement and the District shall adhere to the indemnification requirements required of Athens under the SBC Agreement.

## 12. Insurance.

12.1. Commercial General Liability Insurance. Athens shall procure, carry, and maintain commercial general liability insurance to include coverage for all operations of Athens under this Agreement, including, but not limited to the following: (a) completed operations and products liability; (b) blanket contractual liability; (c) personal injury liability. Athens shall provide the Commercial General Liability Insurance with limits not less than the following: (i) \$5,000,000.00 each occurrence, or for a combined occurrence of bodily injury and property damage; (ii) \$3,000,000.00 completed operations and products liability; and (iii) \$3,000,000.00 personal and advertising injury. Athens shall provide the policy with an endorsement for a general aggregate limit per project. Defense costs may not be included in said general aggregate limit.

12.2. Automobile Liability Insurance. Athens shall procure, carry, and maintain automobile liability insurance to include coverage for any owned, non-owned, or hired vehicle(s) brought by Athens or its agents or other invitees. The automobile liability insurance policy must have limits of not less than \$2,000,000.00 combined single limits for bodily injury and property damage.

12.3. Workers' Compensation and Employer's Liability Insurance. Athens shall procure, carry, and maintain a policy of workers' compensation insurance as required by any applicable Laws, regulation or statute. The employer's liability insurance must be provided with limits not less than the following: (i) \$3,000,000.00 each accident; (ii) \$1,000,000.00 disease – policy limits; and (iii) \$1,000,000.00 disease – each employee. The Workers' Compensation and Employer's Liability and Insurance Policy must contain a waiver of subrogation rights against the District. Athens provide the Chief Engineer with a copy of an endorsement to the policies reflecting this waiver.



12.4. Notwithstanding the foregoing, in the event of any conflict or omission with respect to the insurance requirements in this Section 12 and the insurance requirements required of the District under the OC Agreement and Athens under the SBC Agreement, the more stringent or omitted requirements, as applicable, shall apply to this Agreement such that Athens shall adhere to the insurance requirements required of the District under the OC Agreement and the District shall adhere to the insurance requirements required of Athens under the SBC Agreement.

13. Termination.

13.1. Event of Default; Cure. Upon the occurrence of any 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 five (5) 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 defaulting Party subject to the non-defaulting Party's approval, which will not be unreasonably withheld. As used in this section, the terms "**Default**" and "**Event of Default**" mean the failure of a Party to observe or perform any covenant, condition, or term of this Agreement.

13.2. Remedies for Default. Should the defaulting Party fail to cure the Event of Default, the non-defaulting Party may: (i) seek equitable relief from a court of appropriate jurisdiction; or (ii) 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.

13.3. Other Termination. Notwithstanding the foregoing, either Party may terminate this Agreement upon written notice to the non-terminating Party (i) if the other Party fails to pay its debts generally as they become due and such debt remains unpaid for sixty (60) days after such payment becomes due or (ii) the OC Agreement or the SBC Agreement is terminated prior to the expiration of such agreement, including any extensions or restatements thereof.

14. Miscellaneous.

14.1. Assignment. No Party shall 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 as, purport to act as, 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 matters 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 or Athens Contract Manager. Except as otherwise provided in this Agreement, (i) the District shall appoint a "Chief Engineer" or designee who 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 and (ii) Athens shall appoint a "Disposal Manager" who may take all actions on behalf of Athens in connection with any approvals or actions required of or by Athens 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:

Disposal Manager  
14048 Valley Blvd.  
City of Industry, CA 91716  
Attn: Anthony Bertrand  
[ABertrand@athensservices.com](mailto: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](mailto: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 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 have been duly authorized and do 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. Joint Agreement. The Parties represent and warrant to one another that each of them has had the full opportunity of consulting counsel of their own choosing in connection with the preparation of this Agreement, that each of them has read and understood the provisions of this Agreement and is fully aware of the contents and legal effect thereof. Each and every provision of this Agreement has been independently, separately and freely negotiated by the parties as if this Agreement were drafted by all Parties. The Parties, therefore, waive any statutory or common law presumption which would serve to have this Agreement construed in favor of, or against, any Party.

14.11. No Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

14.12. 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.

14.13. 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 Section 13.

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

14.15. Electronic Signatures. Each Party agrees that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

*[Signatures appear on following page.]*



IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the day and year set forth above.

COUNTY SANITATION DISTRICT NO. 2  
OF LOS ANGELES COUNTY

ARAKELIAN ENTERPRISES, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chairperson, Board of Directors

Name: Ron. J. Arakelian, III

Title: Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Secretary to the Board

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
District Counsel

Date: \_\_\_\_\_



**Exhibit A: OC Agreement Rates (2022)**

*Jan*



March 26, 2021

Sanitation Districts of Los Angeles County  
 Mr. Charles Boehmke  
 1955 Workman Mill Road  
 Whittier, California 90601

**Subject: Annual Rate Adjustment for Importation Haulers**

Dear Mr. Boehmke:

The annual contracted rate schedule adjustment for importation haulers has been completed and will be in effect as of July 1, 2021. The tiered rates are as follows:

Monthly Tonnage	Adjusted Rate Effective July 1, 2021
< 10,000	\$33.04
10,000 to 20,000	\$31.90
20,001 to 27,500	\$30.76
27,501 to 35,000	\$30.48
35,001 to 50,000	\$30.19
50,001 to 65,000	\$29.62
>65,000	\$28.77

For your reference, the Annual Rate Adjustment calculation worksheet is attached.

If you have any questions, please call me at (714) 834-4116 or e-mail me at [steven.halligan@ocwr.ocgov.com](mailto:steven.halligan@ocwr.ocgov.com).

Sincerely,

Steven Halligan  
 Manager of Strategic Projects, Business Services

Attachment-Annual Importation Gate Calculation

MAR 30 '21 AM 10:00

DOC #

DOC 6514289

**Annual Importation Gate Fee Calculation**  
**Automatic Annual Rate Adjustment for Importation Haulers**  
**Effective July 1, 2021**

Monthly Tonnage Per Contracting Hauler	Rate Effective 1-Jul-2016	CPI Dec-20	CPI Dec-15	Adjusted Rate Effective 1-Jul-2021	Adjusted Rate Effective 1-Jul-2021 with \$5 Hard to Handle Fee
	Base Rate	(B)	(C)	A=Base Rate*(B/C)	
<10,000	\$29.00 ✓	( 279.56 <sup>1</sup> ÷ 245.357 <sup>1</sup> )		= \$33.04 ✓	\$38.04 ✓
10,000 to 20,000	\$28.00 ✓	( 279.56 <sup>1</sup> ÷ 245.357 <sup>1</sup> )		= \$31.90 ✓	\$36.90 ✓
20,001 to 27,500	\$27.00 ✓	( 279.56 <sup>1</sup> ÷ 245.357 <sup>1</sup> )		= \$30.76 ✓	\$35.76 ✓
27,501 to 35,000	\$26.75 ✓	( 279.56 <sup>1</sup> ÷ 245.357 <sup>1</sup> )		= \$30.48 ✓	\$35.48 ✓
35,001 to 50,000	\$26.50 ✓	( 279.56 <sup>1</sup> ÷ 245.357 <sup>1</sup> )		= \$30.19 ✓	\$35.19 ✓
50,001 to 65,000	\$26.00 ✓	( 279.56 <sup>1</sup> ÷ 245.357 <sup>1</sup> )		= \$29.62 ✓	\$34.62 ✓
> 65,000	\$25.25 ✓	( 279.56 <sup>1</sup> ÷ 245.357 <sup>1</sup> )		= \$28.77 ✓	\$33.77 ✓

Complete instructions on calculating this annual adjustment are available in Section 4.4 of the Amendment No.1 to Amended and Restated Importation Agreement dated 04/28/16.

Reviewed by: Trang Doan 3/2/21  
 Trang Doan Date  
 Budget, Purchasing, & Landfill Administration

Approved by: Lisa Smith 3-2-21  
 Lisa Smith Date  
 Business Services, Deputy Director

*AP*

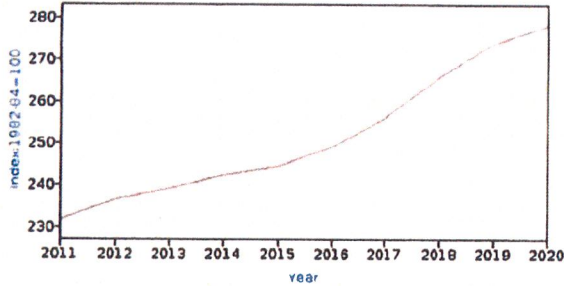
## Databases, Tables & Calculators by Subject

Change Output Options: From: 2011  To: 2021    
 Include graphs  Include annual averages [More Formatting Options](#) 

Data extracted on February 17 2021 (6:39:55 PM)

### CPI for All Urban Consumers (CPI-U)

**Series Id:** CUURS49ASA0  
**Not Seasonally Adjusted**  
**Series Title:** All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted  
**Area:** Los Angeles-Long Beach-Anaheim, CA  
**Item:** All items  
**Base Period:** 1982-84=100



Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567	231.928	231.606	232.251
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648	235.807	237.488
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	<del>243.589</del>	<del>246.093</del>	<del>245.459</del>	<del>247.068</del>	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	<del>254.439</del>	257.982
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962	264.195	267.730
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114	272.199	276.030
<del>2020</del>	<del>277.755</del>	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	<del>278.006</del>	278.567	277.303	279.832
2021	280.178														

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone: 1 202 691 5200 Federal Relay Service 1 800 877 8339 [www.bls.gov](http://www.bls.gov) [Contact Us](#)

B

*ML*



March 4, 2022

Sanitation Districts of Los Angeles County  
 Mr. Charles Boehmke  
 1955 Workman Mill Road  
 Whittier, California 90601

**Subject: Annual Rate Adjustment for Importation Haulers**

Dear Mr. Boehmke:

The annual contracted rate schedule adjustment for importation haulers has been completed and will be in effect as of July 1, 2022. The tiered rates are as follows:

Monthly Tonnage	Adjusted Rate Effective July 1, 2022
< 10,000	\$35.21
10,000 to 20,000	\$34.00
20,001 to 27,500	\$32.78
27,501 to 35,000	\$32.48
35,001 to 50,000	\$32.18
50,001 to 65,000	\$31.57
>65,000	\$30.66

For your reference, the Annual Rate Adjustment calculation worksheet is attached.

Based on your minimum committed tonnage average delivery of 21,000 tons per month to Bowerman Landfill, per Section 3.1 (a), Amendment No. 2, Sanitation Districts of Los Angeles County will be charged at a rate of **\$32.78** per ton. For the average committed tonnage delivered to Olinda Landfill of 45,000 tons per month, Sanitation Districts of Los Angeles County will be charged at the **\$32.18** per ton rate. For your reference, the Annual Rate Adjustment calculation worksheet is attached.

If you have any questions, please call me at (714) 834-4017 or e-mail me at [ryan.ramos@ocwr.ocgov.com](mailto:ryan.ramos@ocwr.ocgov.com).

Sincerely,

Ryan Ramos  
 Contracts & Compliance Manager

Attachments-Annual Importation Gate Fee Calculation & CPI-U Rate Table

MAR 7 '22 AM 10:07

DOC #

DOC 6514289



**Annual Importation Gate Fee Calculation**  
**Automatic Annual Rate Adjustment for Importation Haulers**  
**Effective July 1, 2022**

Monthly Tonnage Per Contracting Hauler	Rate Effective 1-Jul-2016	CPI Dec-21	CPI Dec-15	Adjusted Rate Effective (1) 1-Jul-2022	Adjusted Rate Effective 1-Jul-2022 with \$5 Hard to Handle Fee
	Base Rate	(B)	(C)	A=Base Rate*(B/C)	
<10,000	\$29.00	( 297.925 ÷ 245.357 )	=	\$35.21	\$40.21
10,000 to 20,000	\$28.00	( 297.925 ÷ 245.357 )	=	\$34.00	\$39.00
20,001 to 27,500	\$27.00	( 297.925 ÷ 245.357 )	=	\$32.78	\$37.78
27,501 to 35,000	\$26.75	( 297.925 ÷ 245.357 )	=	\$32.48	\$37.48
35,001 to 50,000	\$26.50	( 297.925 ÷ 245.357 )	=	\$32.18	\$37.18
50,001 to 65,000	\$26.00	( 297.925 ÷ 245.357 )	=	\$31.57	\$36.57
> 65,000	\$25.25	( 297.925 ÷ 245.357 )	=	\$30.66	\$35.66

**Notes:**

(1) Complete instructions on calculating this annual adjustment are available in Section 4.4 of the Amendment No.1 to Amended and Restated Importation Agreement dated 04/28/18. The agreement will terminate on 08/30/2025.

Reviewed by: Trang Doan  
 Trang Doan  
 Financial Services Section Manager

2/25/22  
 Date

Approved by: Lisa Smith  
 Lisa Smith  
 Deputy Director, Business Services & External Affairs

2/25/22  
 Date

*Handwritten initials*

**CPI for All Urban Consumers (CPI-U)  
Original Data Value**

Series Id: CUSR000SEHG  
 Seasonally Adjusted  
 Series Title: Water and sewer and trash collection services in U.S. city  
 Area: U.S. city average  
 Item: Water and sewer and trash collection services  
 Base Period: DECEMBER 1997=100  
 Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2012	183.980	185.051	185.999	187.400	187.921	189.068	189.776	191.422	191.777	192.337	193.119	193.708		
2013	194.548	195.060	195.671	196.180	196.872	197.503	198.145	198.366	198.742	199.822	200.166	200.661		
2014	201.127	201.736	202.363	202.930	203.260	203.791	205.073	205.900	206.330	207.704	208.734	209.853		
2015	210.090	210.981	211.468	211.987	212.729	213.299	213.966	215.560	216.143	216.550	217.124	217.742		
2016	218.191	218.661	219.417	220.319	221.497	221.880	221.530	222.363	223.102	223.631	224.493	225.013		
2017	226.235	227.001	227.360	227.883	228.445	228.803	229.186	229.664	230.179	230.838	231.604	232.042		
2018	232.760	233.620	234.061	234.914	235.945	236.688	237.328	238.339	238.581	239.128	241.805	242.366		
2019	241.377	241.800	242.490	243.319	243.903	244.527	245.047	245.429	245.990	246.879	247.338	247.664		
2020	248.628	249.573	250.278	250.578	251.128	251.653	252.469	253.824	254.335	254.847	255.579	256.511		
2021	257.514	258.612	259.153	259.546	259.815	260.638	261.759	262.627	263.785	264.293	264.485	265.401		
2022	267.913													
Average	261.469													
Change in CPI	0.0154													

(1) CPI Adjustment is calculated based on Appendix 3-A of the Exclusive Franchise Agreement, effective from 07/01/2021 - 06/30/2031

**Exhibit B: SBC Agreement Rates (2022)**





## Department of Public Works

- Flood Control
- Operations
- Solid Waste Management
- Special Districts
- Surveyor
- Transportation

**Brendon Biggs, M.S., P.E.**  
Director

**Trevor Leja**  
Assistant Director

February 8, 2022

Anthony Bertrand, P.E.  
Area Vice President  
Athens Services  
687 Iowa Avenue  
Riverside, California 92507

**SUBJECT: WASTE DISPOSAL SYSTEM OPERATIONS CONTRACT NO. 13-188  
ANNUAL NOTICE OF RATES**

Dear Mr. Bertrand:

This letter serves as notice of the Fiscal Year 2022-23 rates for waste disposal services provided by Athens Services (Athens) to the County under the above referenced contract. Per Amendment No. 2 of the contract, approved by the Board of Supervisors on February 11, 2020, Section 5.2 was amended to state that beginning Contract Year 9 (July 1, 2021), the compensation for performing Facilities Operations will be based upon Table 2A, Renegotiated Summary of Costs, adjusted annually by CPI.

The rate sheet (see attached) will be distributed to County staff responsible for reviewing and processing the various monthly invoices from Athens, making the contract payments, and preparing and reconciling the monthly charge accounts for the incoming Article 20 waste.

Please share this rate sheet with Athens staff as necessary. If you have any questions about the attached rate sheet, please contact me at (909) 386-8701 or Michael Hernandez at (909) 387-1871.

Sincerely,

**DARREN J. MEEKA, P.E.**  
Deputy Director

Attachments: Annual Rates  
Table 2A – Renegotiated Summary of Costs for FY 2022-23

cc: Pete Ligorria, SWMD Operations Superintendent  
Mary Patterson, Solid Waste Analyst  
Michael Hernandez, Administrative Services

### BOARD OF SUPERVISORS

COL. PAUL COOK (RET.)  
First District  
DOC 6514289

JANICE RUTHERFORD  
Second District

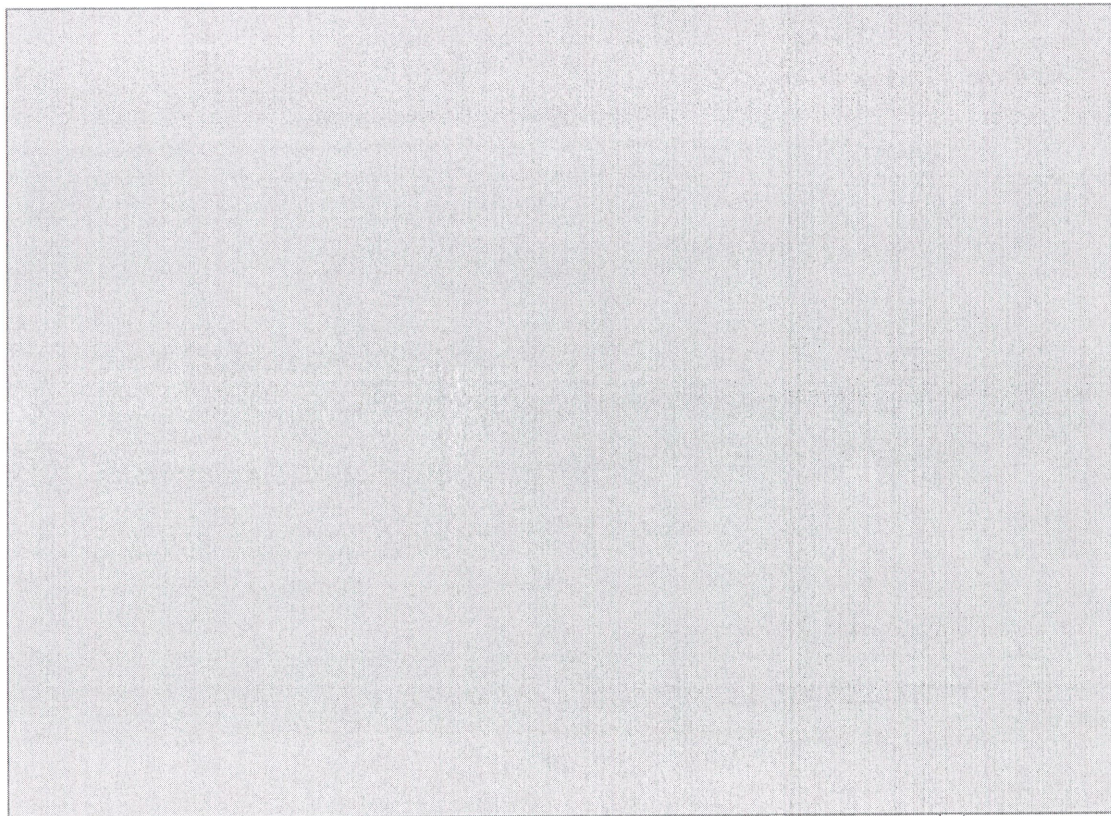
DAWN ROWE  
Vice Chair, Third District

CURT HAGMAN  
Chairman, Fourth District

JOE BACA, JR.  
Fifth District

**Leonard X. Hernandez**  
Chief Executive Officer

Year 8 2020-21	Year 9 2021-22	Year 10 2022-23
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Year 7 2019-20	Year 8 2020-21	Year 9 2021-22	Year 10 2022-23
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		COLA 2019-20	Annual Adjustment	COLA 2020-21	Annual Adjustment	2021-22		2022-23	
20.4(a)	Valley Article 20 Disposal Fee	1.0393	32.49	1.0299	33.46	1.0120	33.86	1.0460	35.41
20.4(b)	Victorville Article 20 Disposal Fee	1.0393	29.60	1.0299	30.49	1.0120	30.85	1.0460	32.77
20.4(k)	ADC Article 20 Import Fee	1.0393	15.76	1.0299	16.73	1.0120	16.42	1.0460	17.18

*Handwritten signature or initials in blue ink.*

## OPERATIONS CONTRACT # 13-188

### Facilities Operation Compensation Adj. per Contract Section 5.2 Article 20 Annual Adjustment per Contract Section 20.6

**July 1, 2022**

Using Bureau of Labor Statistics, Consumer Price Index, CPI-U,  
Series Id: CUURS49ASA0, Not Seasonally Adjusted, Area: Los Angeles-  
Long Beach, Anaheim, CA, Item: All Items, Base Period: 1982-84=100

Formula: 
$$\frac{\text{CPI-U (new)} - \text{CPI-U (old)}}{\text{CPI-U (old)}}$$

CPI-U for	September, 2021	<b>292.2090</b>
minus CPI-U for	September, 2020	<b>279.3660</b>
Remainder		12.8430
Remainder		12.8430
divided by CPI-U for	September, 2020	<u>279.3660</u>
Quotient		0.0460
Quotient		0.0460
times 100%		<u>100%</u>
Product		0.0460
Product		0.0460
plus 1.00		1.0000
Sum		<b><u>1.0460</u></b>

Cell data from "CPI-U DoL Table" tab

**YEAR 10 - ACTUAL**

**Consumer Price Index - All Urban Consumers**

Data extracted on: January 31, 2022 (12:00:25 PM)

Series Id: CUURS49ASAO

Not Seasonally Adjusted

Area: Los Angeles-Long Beach, Anaheim, CA

Item: All items

Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2008	220.918	221.431	223.606	224.625	226.651	229.033	229.886	228.484	227.449	226.159	222.229	219.62	225.008	224.377	225.638
2009	220.719	221.439	221.376	221.693	222.522	223.906	224.01	224.507	225.226	225.264	224.317	223.643	223.219	221.943	224.495
2010	224.61	224.62	225.483	225.916	226.438	225.877	225.991	226.373	226.048	226.794	225.941	226.639	225.894	225.491	226.298
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567	231.928	231.606	232.251
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648	235.807	237.488
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.92	239.219	239.611	239.94	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.7	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.89	258.883	259.135	259.22	256.21	254.439	257.982
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.56	267.631	265.962	264.195	267.73
2019	269.468	269.608	271.311	273.945	274.479	274.38	274.682	274.579	276.054	278.075	277.239	275.553	274.114	272.199	276.03
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.56	278.567	277.303	279.832
2021	280.178	281.347	282.648	285.808	287.62	289.218	290.89	291.333	292.209	294.961	296.79	297.925	289.244	284.47	294.018