



Contract Number

13-188 A-6

SAP Number

44.0000.2218

Public Works – Solid Waste Management

Department Contract Representative	Marc Rodabaugh, Deputy Director
Telephone Number	(909) 386-8703
Contractor	Arakelian Enterprises, Inc. DBA Athens Services
Contractor Representative	Anthony Bertrand, Executive Vice President
Telephone Number	(626) 723-3740
Contract Term	7/1/2013 – 6/30/2035
Original Contract Amount	\$496,408,010
Amendment Amount	\$4,483,000
Total Contract Amount	\$500,891,010
Cost Center	6702004250
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

**AGREEMENT 13-188
AMENDMENT NO. 6
WASTE DISPOSAL SYSTEM OPERATIONS CONTRACT**

The following is Amendment No. 6 to Agreement No. 13-188 ("Amendment No. 6") with Arakelian Enterprises, Inc. DBA Athens Services ("Contractor"), for the operation and maintenance of the County's Waste Disposal System.

WHEREAS, on April 23, 2013 (Item No. 39), the Board of Supervisors ("Board") approved Contract No. 13-188, Waste Disposal System Operations Contract ("Contract") with Contractor for the operation and maintenance of the County's Waste Disposal System, for a period of ten years, commencing on July 1, 2013 and ending on June 30, 2023;

WHEREAS, on May 19, 2015 (Item No. 47), the Board approved Amendment No. 1 to the Contract which increased the amount by \$3,790,495 to provide a portion of the Land Use Fee revenue generated to finance additional recycling in the CSDP, increased the maximum time and material charges for extra services by \$200,000 per year, adjusted the annual Performance Bond amount, and provided clarifying Contract language;

WHEREAS, on February 11, 2020 (Item No. 55), the Board approved Amendment No. 2 to extend the term eight years, with the option to extend two additional four-year periods with possible additional extensions, reset the operations contract rate and import burial rates for the extension period, which will be escalated annually based on the Consumer Price Index, and reduce the amount of import waste delivered;

WHEREAS, on May 18, 2021 (Item No. 52), the Board approved Amendment No. 3 to revise the waste densities in the Contract along with the associated Contract sections related to achieving increased landfill densities;

WHEREAS, on October 4, 2022 (Item No. 36), the Board approved Amendment No. 4 to allow a two year deferral on the collection of liquidated damages, on amounts under \$250,000, for the failure to achieve minimum effective densities; allow retroactive early cost-of-living adjustments, effective July 1, 2022, to Contractor's compensation to address unpredicted cost increases; and beginning July 1, 2024 through the end of the Contract term on June 30, 2031, allow for early cost-of-living compensation adjustments under specific economic conditions;

WHEREAS, on June 25, 2024 (Item No. 83), the Board approved Amendment No. 5 to adjust the operations cost due to unforeseen extraordinary increases in prevailing wage rates and costs of heavy equipment; establish a baseline cost for fuel and compensate for fuel costs exceeding the baseline; change the dates used to establish the cost-of-living adjustment; revise the densities for the Mid-Valley and Victorville Sanitary Landfills; add a green waste/organic diversion rate; allow for an increase in import waste at the discretion of the County; and extend the term of the Contract four years for a total Contract term of July 1, 2013 through June 30, 2035; and

WHEREAS, the Parties desire to enter into this Amendment No. 6 to change certain contract terms for an eighteen month period, from July 1, 2025 through December 31, 2026; to allow for an increase in the maximum time and material budget for extra services; add the Barstow and Landers Sanitary Landfills as additional import sites; and increase the disposal fees charged during this period.

NOW THEREFORE, the Contract is hereby amended as follows:

1. Section 5.4 of the Contract, entitled "Adjustments for Extra Work," is hereby amended in its entirety to read:

5.4 Adjustments for "Extra Work." For the First Contract Year, the Contractor shall, upon request by the County, perform "Extra Work" items, not specifically included in the Scope of Work. Compensation for "Extra Work" will be based on a Time and Materials basis as provided by the Contractor's Time and Materials Unit Rate Sheets (Exhibit R) which is subject to an annual 2.5% increase adjustment. Annually, no later than July 1st, Contractor shall submit to the County a new Time and Materials Unit Rate Sheet with the 2.5% adjustment. Work will be completed according to an approved task order. Contractor's itemized rate sheet of labor and materials includes all administrative mark-up and profit. Contractor mark-up shall not exceed 15% on subcontracted portions of Work performed under this section (the mark-up shall only apply to laborers not directly employed by the Contractor or equipment that the Contractor does not directly own). If the Contractor uses existing landfill/transfer station personnel and/or equipment for the completion of this Work, the Contractor will not be allowed to bill for the personnel and/or equipment portion of the Work. Compensation shall be limited to three hundred thousand dollars (\$300,000) per Contract Year without additional Board approval. Contractor shall invoice the County separately for completed agreed upon "Extra Work" items.

For each Subsequent Contract Year, the Contractor shall, upon written request by the County, perform "Extra Work" items, not specifically included in the Scope of Work. Compensation for "Extra Work" will be based on a Time and Materials basis as provided by the Contractor's Time and Materials Unit Rate Sheets (Exhibit R) which is subject to an annual 2.5% increase adjustment. Annually, no later than July 1st, Contractor shall submit to the County a new Time and Materials Unit Rate Sheet with the 2.5% adjustment. Contractor may add equipment at any time to the approved list of equipment on Exhibit R upon written approval of the Contract Administrator. Work will be completed according to an approved task order. Task orders submitted by the Contractor shall represent a reasonable amount of labor and suitable equipment

necessary to perform the "Extra Work." The County, at its sole discretion, may require the Contractor to revise the task order for the amount of labor and suitable equipment the County reasonably deems necessary to perform such "Extra Work." Contractor's itemized rate sheet of labor and materials includes all administrative mark-up and profit. Contractor mark-up shall not exceed 15% on subcontracted portions of Work performed under this section. The mark-up shall only apply to laborers not directly employed by the Contractor or equipment not listed on Exhibit R. All rental equipment (equipment not owned by Contractor) shall be compensated at the total amount of the invoice plus 15% markup. If the Contractor uses existing landfill/transfer station personnel and/or equipment for the completion of this Work, the Contractor will not be allowed to bill for the personnel and/or equipment portion of the Work.

During Contract Year 2 (beginning July 1, 2014) through Contract Year 12 (ending June 30, 2025) and re-commencing January 1, 2027 through the end of the Contract term, compensation for "Extra Work" items shall be limited to five hundred thousand dollars (\$500,000) per each Contract Year without additional Board approval. During Contract Year 13 through December 31, 2026 (July 1, 2025 through December 31, 2026), compensation for "Extra Work" items shall be limited to one million dollars (\$1,000,000) per each Contract Year without additional Board approval, to include but not limited to, additional costs related to hauling waste from the Sheep Creek (Phelan) and Twentynine Palms Transfer Stations due to compactor issues. Contractor shall invoice the County separately for completed agreed upon "Extra Work" items.

2. Section 18.22, entitled "Campaign Contribution Disclosure (SB 1439)," is amended in its entirety to read:

18.22 Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).

Contractor has disclosed to the County using Exhibit T-1 – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code Section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

3. Section 20.2(d) of the Contract, entitled "Contract Year 12 through the end of the Contract Term," is amended in its entirety to read:

(d) Contract Year 12 through the end of the Contract Term.

- i. During Contract Year 12 (July 1, 2024, through June 30, 2025) and re-commencing January 1, 2027 through the end of the Contract term, Contractor shall deliver a minimum of five hundred fifty thousand (550,000) tons per Contract Year, up to a maximum of eight hundred twenty thousand (820,000) tons per Contract Year, of Article 20 Solid Waste to the Disposal System, except as provided for in Section 8.2 of the Contract, in the manner and amount described in this Article 20. Contractor may deliver, upon annual written notice to the Contract Administrator and written approval from the Contract Administrator, up to a maximum of one million one hundred fifteen thousand (1,115,000) tons per Contract Year of Article 20 Solid Waste to the Disposal System, except as provided for in Section 8.2 of the Contract, in the manner and amount described in this Article 20. The County is not obligated to accept any offer to dispose of any Article 20 Solid Waste above eight hundred twenty thousand (820,000) tons per year.
- ii. Beginning July 1, 2025 and ending December 31, 2026, Contractor shall deliver a minimum of eight hundred twenty-five thousand (825,000) tons, up to a maximum of two million one hundred thousand (2,100,000) tons for such period, of Article 20 Solid Waste to the Disposal System.

iii. Notwithstanding the above, the Parties agree to the following:

1. In the event of Cell Liner Delays during the period July 1, 2026 through December 31, 2026, the Contract Administrator, in consultation with the County Administrative Office, reserves the right to direct Contractor to reduce the disposal of Article 20 Solid Waste to levels below the maximum specified in Sections 20.2(d)(ii), upon a minimum of 120 days but not to exceed 150 days prior written notice to the Contractor.
2. Except as specified in Section 8.2 of the Contract, the County shall provide Disposal System capacity to Contractor in the total amount of two million one hundred thousand (2,100,000) tons of Article 20 Solid Waste, for the period commencing July 1, 2025, through December 31, 2026, provided, however, that in the event the foregoing capacity is not available to Contractor due to Cell Liner Delays, County shall not be in breach of this Agreement.
3. During the period July 1, 2025 through December 31, 2026, WDA City waste, all Solid Waste generated within the County, including but not limited to, residual waste from a processing plant that accepts waste originating from out of the County but brought into the County for sorting, recycling or similar processing, and waste from new or existing dwellings, developments, companies, construction or natural disasters, shall all have priority over all Article 20 Solid Waste and, therefore, may require the reduction of the amount of Article 20 Solid Waste the County accepts at any or all sites to amounts lower than otherwise authorized under this Contract, and Contractor agrees that such reduction of Article 20 Solid Waste shall not be considered a breach of this Contract by the County. In no event shall the cumulative impact of such reductions prevent Contractor from disposing less than eight hundred twenty thousand (820,000) tons of Article 20 Solid Waste per Contract Year.
4. Contractor agrees that when delivering the increased amounts of Article 20 Solid Waste authorized by this Amendment to County landfills, it will not utilize the Cajon Pass (Interstate 15) to deliver any of the increased Article 20 Solid Waste above the amount allowed prior to this Amendment No. 6 and that the additional deliveries will result in no additional Contractor vehicles (or any subcontractor vehicles) utilizing the Cajon Pass (Interstate 15) other than the amount that would have been used prior to this Amendment No. 6.

iv. Beginning on the approval date of this Amendment and ending December 31, 2026, County and Contractor shall meet to discuss the development of a potential long-term strategic plan for the delivery of Article 20 Solid Waste commencing Contract Year 16 and thereafter. This would include a review of the long-term strategic plan relating to the expansion of landfills, capacities and Article 20 volumes. To the extent such plan is developed, and County and Contractor agree to the terms of the plan, the Parties shall amend the terms of the Contract to address changes in available capacity for the delivery of Article 20 Solid Waste.

4. Section 20.2(f) of the Contract, entitled "Tonnage Over 700,000 Tons," is amended in its entirety to read:

(f) Tonnage Over 700,000 Tons.

- i. For Contract Year 12 (July 1, 2024, through June 30, 2025) and re-commencing January 1, 2027 through the end of the Contract term, Contractor will provide written notice in the event delivered Article 20 Solid Waste is greater than seven hundred thousand (700,000) tons during any Contract Year. County reserves the right to evaluate the facility impacts arising from such tonnage. Delivered Article 20 Solid Waste greater than seven hundred thousand (700,000) tons shall be considered for delivery to the Victorville Sanitary Landfill at the then current Victorville Article 20 Disposal Fee amount, which said fee is adjusted annually.

5. Section 20.2(i) of the Contract, entitled "Tonnage Increases or Tonnage Decreases; Put-or-Pay," is amended in its entirety to read:

- (i) **Tonnage Increases or Tonnage Decreases; Put-or-Pay.** The Contract Administrator, in consultation with the County Administrative Office, may direct tonnage increases or tonnage decreases for specific time periods, with at least 180 days prior written notice to the Contractor except for the period commencing on the approval date of this Amendment and ending December 31, 2026, in which case the Contract Administrator, in consultation with the County Administrative Office, may direct tonnage increases or tonnage decreases for specific time periods, upon a minimum of 120 days but not to exceed 150 days prior written notice to the Contractor. In the event tonnage is decreased below the then-current “Put-or-Pay” amount, the new lower tonnage amount will become the “Put-or-Pay” amount during the tonnage reduction period.

6. Section 20.3 of the Contract, entitled “Facilities to be Utilized,” is amended in its entirety to read:

20.3 Facility to be Utilized. Contractor shall deliver Article 20 Solid Waste to the Mid-Valley Landfill, San Timoteo Landfill, and/or the Victorville Landfill. Effective no later than the approval date of this Amendment through December 31, 2026, Contractor may also deliver Article 20 Solid Waste to the Barstow Landfill. Beginning July 1, 2026 through December 31, 2026, the Landers Landfill will be made available to the Contractor for disposal of Article 20 Solid Waste subject to the completion of the Phase 1B Liner Construction Project and approval by the Colorado River Basin Regional Water Quality Control Board. Contractor will comply with the minimum and maximum tonnage limits specified in Sections 20.3(a)-(e), provided, however, (i) such minimum tonnage limits shall not be construed as imposing a “put” requirement on Contractor; (ii) Contractor Administrator may, upon a minimum of 120 days but not to exceed 150 days prior written notice, direct the disposal of Article 20 Solid Waste at any of the five County Landfills based on system needs except to the extent such changes would or will reasonably prevent or frustrate Contractor’s ability to deliver: (1) the minimum tonnage amounts specified in Section 20.2(d); and/or (2) the maximum amounts, as may be decreased by the County Administrator, as specified in Sections 20.2(d)(iii)(1) and (3).

(a) San Timoteo Landfill

- i. Article 20 Solid Waste may be delivered to the San Timoteo Landfill as follows:

Contract Years	Duration	Minimum Tons Per Contract Year	Maximum Tons Per Contract Year	Maximum Tonnage Limit During Period
Years 1-8	July 1, 2013, through June 30, 2021	100,000	200,000	N/A
Years 9-12	July 1, 2021, through June 30, 2025	135,000	200,000	N/A
Year 13-Partial Year 14	July 1, 2025, through December 31, 2026	90,000	125,000	200,000
Partial Year 14 through contract expiration*	January 1, 2027 through contract expiration	135,000	200,000	N/A
*After December 31, 2026, minimum and maximum amounts to be the same as Contract Year 12.				

- ii. Contractor acknowledges that the San Timoteo Landfill operates under permitted daily tonnage limits, and it is essential for the County to be in compliance with the permit and not exceed the permitted daily tonnage limit. Therefore, Contractor's vehicles shall not be allowed entry to the San Timoteo Landfill where such delivery would cause the County to exceed the permitted daily limit. In-County and WDA City waste shall have priority over Article 20 Solid Waste when daily permitted tonnage may be exceeded.

(b) Victorville Landfill

- i. Article 20 Solid Waste may be delivered to the Victorville Landfill as follows:

Contract Years	Duration	Minimum Tons Per Contract Year	Maximum Tons Per Contract Year	Maximum Tonnage Limit During Period
Years 1-7	July 1, 2013, through June 30, 2020	15,000	200,000	N/A
Years 8-12	July 1, 2020, through June 30, 2025	15,000	415,000	N/A
Year 13-Partial Year 14	July 1, 2025, through December 31, 2026	15,000	375,000	575,000
Partial Year 14 through contract expiration)*	January 1, 2027, through contract expiration	15,000	415,000	N/A
*After December 31, 2026, minimum and maximum amounts to be the same as Contract Year 12.				

- ii. Contractor acknowledges that the Victorville Landfill operates under permitted daily tonnage limits, and it is essential for the County to be in compliance with the permit and not exceed the permitted daily tonnage limit. Therefore, Contractor's vehicles shall not be allowed entry to the Victorville Landfill where such delivery would cause the County to exceed the permitted daily limit. In-County and WDA City waste shall have priority over Article 20 Solid Waste when daily permitted tonnage may be exceeded.

(c) Mid-Valley Landfill

- i. Article 20 Solid Waste may be delivered to the Mid-Valley Landfill as follows:

Contract Years	Duration	Minimum Tons Per Contract Year	Maximum Tons Per Contract Year	Maximum Tonnage Limit During Period
Years 1-7	July 1, 2013, through June 30, 2020	All other Article 20 Solid Waste that was not delivered to the San Timoteo Landfill and the Victorville Landfill		
Years 8	July 1, 2020, through June 30, 2021	485,000	580,000	N/A
Years 9-12	July 1, 2021, through June 30, 2025	400,000	500,000	N/A
Year 13-Partial Year 14	July 1, 2025, through December 31, 2026	400,000	875,000	1,350,000
Partial Year 14 - contract expiration)*	January 1, 2027, through contract expiration	400,000	500,000	N/A
*After December 31, 2026, minimum and maximum amounts to be the same as Contract Year 12.				

- ii. Contract Year 11 (beginning on July 1, 2023) through the end of the Contract term, the Contract Administrator, in consultation with the County Administrative Office, reserves the right to direct Contractor to reduce or stop disposing of Article 20 Solid Waste at the Mid-Valley Landfill, including below the identified minimum of four hundred thousand (400,000) tons with a minimum of 180 days written notice to the Contractor. In the event the Contract Administrator exercises this right, County and Contractor will meet and confer and negotiate in good faith resulting changes to this Contract. Contractor acknowledges and agrees that the ability to deposit Article 20 Solid Waste at the Mid-Valley Landfill in Year 11 and beyond is dependent upon many factors, including, but not limited to, the expansion of the Mid-Valley Landfill, the potential for intervention by regulatory agencies (including but not limited to, Santa Ana Regional Water Quality Control Board, Environmental Protection Agency, and Department of Toxic Substance Control), and intervention by surrounding municipalities or other entities. Contractor has taken these factors into consideration and agrees that any County direction to reduce or cease disposing of Article 20 Solid Waste at the Mid-Valley Landfill, for any reason, shall not result in a breach of this Contract by County.

(d) Landers Landfill

- i. Beginning July 1, 2026 through December 31, 2026, the Landers Landfill will be made available to the Contractor for disposal of Article 20 Solid Waste, subject to the completion of the Phase 1B Liner Construction Project and approval by the Colorado River Basin Regional Water Quality Control Board. Once available, the Contractor may utilize the landfill for disposal of Article 20 Solid Waste.
- ii. Article 20 Solid Waste may be delivered to the Landers Landfill as follows:

Contract Year	Duration	Minimum Tons Per Contract Year	Maximum Tons Per Contract Year	Maximum Tonnage Limit During Period
Partial Year 14	July 1, 2026, through December 31, 2026	0	50,000	50,000

(e) Barstow Landfill

- i. Beginning with the approval of this Amendment No. 6 through December 31 2026, the Barstow Landfill will be made available to the Contractor for disposal of Article 20 Solid Waste.
- ii. Article 20 Solid Waste may be delivered to the Barstow Landfill as follows:

Contract Years	Duration	Minimum Tons Per Contract Year	Maximum Tons Per Contract Year	Maximum Tonnage Limit During Period
Year 13-Partial Year 14	July 1, 2025, through December 31, 2026	0	25,000	40,000

- (f) Landers, Barstow, Mid-Valley Landfill Offsetting.** Article 20 Solid Waste may be diverted by Contractor from the Mid-Valley Landfill to the Barstow and/or Landers Landfills upon the approval of the Contract Administrator. Such amounts diverted to the Barstow and/or Landers Landfills will reduce the maximum tonnage allowed for the disposal of Article 20 Solid Waste at the Mid-Valley Landfill by a commensurate amount. For illustrative purposes only, if 100,000 tons of Article 20 Solid Waste is placed at the Barstow and/or Landers Landfills at the approval of the Contractor Administrator during a Contract Year, then the maximum amount of Article 20 Solid Waste allowed at the Mid-Valley Landfill for that same Contract Year shall be reduced by 100,000 tons.

7. Section 20.4(g) of the Contract, entitled “Disposal Fees (Contract Year 13 through December 31, 2026),” is added to the Contract as follows:

- (g) Commencing on the approval date of this Amendment and ending December 31, 2026, Contractor shall pay disposal fees for Article 20 Solid Waste in accordance with Schedules 1 and 2 below, as applicable, for Article 20 Solid Waste tonnage over 820,000 and up to 1,400,000 tons each Contract Year. Contractor shall continue to pay the Article 20 Disposal Fee for Article 20 Solid Waste tonnage up to 820,000 in accordance with Sections 20.4(a) and (b) of the Contract, as annually adjusted pursuant to Section 20.6 of the Contract.
- (h) During Contract Year 14 (beginning on January 1, 2027) through the end of the Contract Term, the disposal fee paid by Contractor for all Article 20 Solid Waste delivered to the Victorville Landfill shall be equal to the then-applicable Desert Article 20 Disposal Fee and to the Mid-Valley and San Timoteo Landfills shall be the then-applicable Valley Article 20 Disposal Fee.

Schedule 1

Rates per ton for 820,001 to 1,115,000 tons of Article 20 Solid Waste disposed per Contract Year to the County Disposal System

Period	Base Rate**	Supplemental***
Oct. 7, 2025-Dec. 31, 2026	Art. 20 Disposal Fee	+ \$0.50/ton
**Base fees specified herein shall be adjusted annually in accordance with the formula specified in Section 20.6 of the Agreement (Cost of Living Adjustments).		
*** Supplemental fees due from Contractor shall reduce any compensation adjustment paid by the County to the Contractor in accordance with the reconciliation process provided in Section 5.6(c) of the Agreement (Tonnage Reconciliation and Tonnage Compensation Adjustment). Any supplemental fees that exceed the compensation adjustment that the County owes the Contractor shall be paid by the Contractor to the County. In the event that the adjustment requires the Contractor to pay the County, the supplemental fees will be added to the amount due to the County. Such reductions or payments shall be calculated no later than sixty (60) days after the end of each applicable Contract Year, with reductions or payments made no later than ninety (90) days after the end of each applicable Contract Year.		

Schedule 2

Rates per ton for 1,115,001 to 1,400,000 tons of Article 20 Solid Waste disposed per Contract Year to the County Disposal System

Period	Barstow, Landers, Mid-Valley, San Timoteo, Victorville Landfills
	Adjusted Rates*
Jul.1, 2025-Jun. 30, 2026	\$47.00/ton
Jul.1, 2026-Dec. 31, 2026	\$48.25/ton
*Adjusted Rates due from the Contractor shall be paid in accordance with Section 20.4 of the Contract.	

8. Section 20.4(h) of the Contract, entitled “Reference Change,” is added to the Contract as follows:

- (h) **Reference Change.** The term “Victorville Article 20 Disposal Fee” is hereby amended and shall be referred to as the “Desert Article 20 Disposal Fee.” The Desert Article 20 Disposal Fee shall apply for each ton of Article 20 Solid Waste disposed of at the Victorville, Barstow, or Landers Landfills, as adjusted by Section 20.6.

9. Section 20.5 of the Contract, entitled “Compensation,” is amended in its entirety to read:

20.5 Compensation.

- (a) For Contract Years 1 through 7 (July 1, 2013 through June 30, 2020), Contractor shall be compensated for the handling and burial of Article 20 Solid Waste monthly in arrears, on a per ton rate per site basis, with the per ton rate per site adjusted annually under the provisions of Article 5, as set forth in Column

6 (lines 2.4-2.6) of the Summary of Costs attached as Table 2, for all MSW delivered, and for any ADC imported above the annual minimum of 50,000 tons, per the Monthly Tonnage Reports.

(b) For Contract Years 8 through 12 (July 1, 2020 through June 30, 2025), Contractor shall be compensated for the handling and burial of Article 20 Solid Waste monthly in arrears, on a per ton rate per site basis, with the per ton rate per site adjusted annually under the provisions of Article 5, as set forth in Column 6 (lines 2.4-2.6) of the Renegotiated Summary of Costs attached as Table 2A (for Contract Years 8 through Contract Year 11) and Table 2B (for Contract Year 12), for all MSW delivered per the Monthly Tonnage Reports.

(c) For Contract Years 13 (beginning on the approval date of this Amendment) through the end of the Contract term, Contractor shall be compensated for the handling and burial of Article 20 Solid Waste monthly in arrears, on a per ton rate per site basis, with the per ton rate per site adjusted annually under the provisions of Article 5, as set forth in Column 6 (lines 2.2-2.6) of the Renegotiated Summary of Costs attached as a revised Table 2B, for all MSW delivered per the Monthly Tonnage Reports.

10. Amend Table 2B, entitled "Renegotiated Summary of Costs," in its entirety such that the Victorville Landfill "Facility Rate Per Ton for Article 20" as set forth in Column 6 (line 2.6) is amended to the Desert Landfill "Facility Rate Per Ton for Article 20" and applies to the handling and burial of Article 20 Solid Waste at the Barstow, Landers, and Victorville Landfills, as set forth in Column 6 (lines 2.2-2.3 and 2.6), as amended herein.

11. Amend Exhibit A, entitled "Definitions," to include the definitions of Airspace, Cell Liner Delay, and Waste Disposal Agreement (WDA) as follows:

"Airspace" – means the volume added within a designated area of a landfill for waste, daily/intermediate cover, and/or final cover, to the Disposal System, during the period beginning July 1, 2025 and ending December 31, 2026.

"Cell Liner Delay" – means any failure or delay limiting the development of, or impeding the availability of Airspace, when, in spite of County using all reasonable and practicable efforts to expeditiously and diligently make Airspace available to Contractor, County is prevented from doing so by an event, cause or circumstance, as specified herein, which is beyond County's control, which is not attributable to its intentional or negligent acts or omissions, or violations of law or policy, and which the County is unable to prevent or overcome. The foregoing shall apply only to those failures or delays caused by (i) regulatory permitting; (ii) mitigation efforts required under applicable law; (iii) regulatory agency review and approval of landfill cell design; (iv) construction delays (including disputes regarding change orders that result in construction delays); (v) procurement delays (limited to bid protests or similar procurement challenges and supply chain delays); and (vi) regulatory agency approval of the completed cell construction.

"Waste Disposal Agreement (WDA)" – means the Waste Disposal Agreement between the County and cities within the County existing as of July 1, 2025, including any extensions or new agreements, that obligate the cities to deliver their controllable waste to the County's Disposal System in exchange for a reduced contract rate for disposal.

12. Except as amended herein, all other terms and conditions of the Contract remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County and Contractor have each caused this Amendment to be subscribed by its respective duly authorized persons, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

ARAKELIAN ENTERPRISES, INC.
DBA ATHENS SERVICES

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Ron J. Arakelian, III

(Print or type name of person signing contract)

Title Executive Officer

(Print or Type)

Dated: _____

Address P.O. Box 60009

City of Industry, California 91716

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Julie Surber, Principal Assistant County Counsel

Date _____

Reviewed for Contract Compliance

►

Andy Silao, P.E.

Date _____

Reviewed/Approved by Department

►

Noel Castillo, P.E., Director

Date _____

TABLE 2B - REVISED
OPERATIONS COSTS FOR FY 2025-26

Contractor Name: Arakelian Enterprises Inc., dba Athens Services

Description/Location		Annual Cost		Assumed Standard Annual Tonnage			Facility Rate Per Ton for Each "Non-Athens" Ton Over 1,260,236 Tons	Facility Rate Per Ton for Article 20 Tonnage
		A: Entire System		Tons Other Than From County TS	County TS Tons	Annual Landfill Baseline Tonnage		
	Column	1	1a.	2	3	4	5	6
2.1	A. Total Fixed Annual Costs - Year (1)	\$1,438,908						
	Landfills	B. Active Landfills - Direct Costs	B. Active Landfills - Total Costs (2)					
2.2	Barstow	\$2,339,500	\$2,478,168	35,623	37,129	72,752	\$9.27	\$13.11
2.3	Landers	\$1,817,402	\$1,925,124	36,356	15,505	51,861	\$9.27	
2.4	Mid-Valley	\$7,144,915	\$7,568,406	665,350	-	665,350	\$9.27	
2.5	San Timoteo	\$3,318,559	\$3,515,259	161,965	36,032	197,997	\$9.27	
2.6	Victorville	\$3,890,398	\$4,120,991	243,354	28,922	272,276	\$9.27	
2.7	Active Landfills Sub-Total Costs	\$18,510,774	\$19,607,947	1,142,648	117,588	1,260,236		
	Transfer Stations	C. Transfer Stations - Direct Costs	C. Transfer Stations - Total Costs (3)	Annual Assumed Transfer Station Tonnage	Landfill Used		Facility Rate Per Ton For Each Ton Over / Under Annual Assumed Transfer Station Tonnage	
2.8	Baker (4)	\$82,731	\$87,631	1,454	Barstow		\$28.91	
2.9	Big Bear (5)*	\$1,181,447	\$1,251,475	31,484	Barstow		\$20.83	
2.10	Camp Rock (Lucerne Valley) (6)	\$196,484	\$208,130	1,830	Barstow		\$22.97	
2.11	Heaps Peak*	\$1,752,523	\$1,856,407	36,032	San Timoteo		\$16.79	
2.12	Morongo Valley (Trails End)	\$138,270	\$146,465	991	Landers		\$16.96	
2.13	Newberry Springs (7)	\$135,519	\$143,552	354	Barstow		\$35.61	
2.14	Phelan (Sheep Creek)*	\$1,165,882	\$1,234,983	28,922	Victorville		\$9.81	
2.15	Trona-Argus (8)	\$354,288	\$375,289	2,007	Barstow		\$36.65	
2.16	Twentynine Palms*	\$758,312	\$803,258	14,514	Landers		\$15.64	
2.17	Transfer Stations Sub-Total Costs	\$5,765,456	\$6,107,190	117,588				
2.18	Annual Contractor's Totals	\$25,715,138	\$25,715,138	1,260,236				
(1)	First year Total Fixed Costs reduced by \$124,989 for Performance Bond rebate, remainder is COLA adjusted for second year							
(2)	Annual Landfill Compensation with pro rated portion of Total Fixed Annual Costs included							
(3)	Annual Transfer Station Compensation with pro rated portion of Total Fixed Annual Costs included							
(4)	Baker is currently operated by the Baker CSD. The Contractor is responsible to transfer and transport the waste and recyclables. Baker doesn't include operation of the transfer station							
(5)	Assume Big Bear tonnage will be transported to Barstow							
(6)	Uses rolloff boxes.							
(7)	Low volume transfer station, uses 3 cubic yard bins.							
(8)	Assume Trona-Argus tonnage will be transported to Barstow.							
	* Transfer Stations with full operations							



EXHIBIT T-1

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: _____

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☐

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support

or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☐

Yes ☐ If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No ☐ If no, please skip question 11.

Yes ☐ If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.