



Contract Number

10-1111 A-3

SAP Number

Public Works – Solid Waste Management

Department Contract Representative	Marc Rodabaugh, Deputy Director
Telephone Number	(909) 386-8703
Contractor	City of Claremont
Contractor Representative	Jeremy Swan, Community Services Director
Telephone Number	(909) 399-5432
Contract Term	12/14/2010 – 12/31/2030
Original Contract Amount	\$11,348,000
Amendment Amount	\$ 5,068,050
Total Contract Amount	\$16,416,050
Cost Center	6700004250
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

AGREEMENT 10-1111 AMENDMENT NO. 3

CITY OF CLAREMONT AGREEMENT FOR THE SALE OF LANDFILL AIRSPACE

The following is Amendment No. 3 to Agreement No. 10-1111 ("Amendment No. 3") between San Bernardino County ("County") and the City of Claremont ("City") for the sale of solid waste landfill airspace. This Amendment will extend the term of the contract five years, for a total term from December 14, 2010 through December 31, 2030, establishing a single disposal rate of \$44.07 for Calendar Year 2026, regardless of whether the waste is delivered via transfer trailers or direct hauled, and making the rate for future years to be equal to the County's rate for in-County cities that have Waste Disposal Agreements (WDAs), plus \$2.00, and eliminating the annual adjustments by CPI.

WHEREAS, on December 14, 2010 (Item No. 41), the County approved Agreement No. 10-1111 (Agreement) with the City for the sale of solid waste landfill airspace;

WHEREAS, on June 23, 2015 (Item No. 69), the County approved Amendment No. 1 to the Agreement which extended the term five years through December 31, 2020, exercising the first option to extend the Agreement and increasing the Base Rate to \$29.12 per ton;

WHEREAS, on September 29, 2020 (Item No. 47), the County approved Amendment No. 2 to extend the term five years through December 2025, exercising the second option to extend the Agreement, applying the annual increase to the Base Rate according to the Agreement, and increasing the Additional Rate for non-qualifying solid waste from \$34.25 to \$39.00 per ton;

WHEREAS, on June 4, 2025, the City issued a letter of intent to exercise its third and last option to extend the Agreement for an additional five-year term; and

WHEREAS, the Parties desire to enter into this Amendment No. 3 to extend the Agreement five years from January 1, 2026, through December 31, 2030. The parties also desire to establish a single disposal rate of \$44.07 for Calendar Year 2026, regardless of whether the waste is delivered via transfer trailers or direct hauled, and making the rate for future years to be equal to the County's rate for in-County cities that have WDAs, plus \$2.00, and eliminating the annual adjustments by CPI.

NOW THEREFORE, the Agreement is hereby amended as follows:

1. Section 2.3 of the Agreement, entitled "Subsequent Terms", is amended in its entirety to read:

2.3 Subsequent Terms. Amendment No. 3 to this Agreement shall extend the Term of this Agreement by five (5) years, commencing on January 1, 2026, and terminating at 11:59 p.m. on December 31, 2030, unless sooner terminated or extended as herein provided.

2. Section 3.1.1 of the Agreement, entitled "Adjusted Base Rate", is amended in its entirety to read:

3.1.1 Disposal Rate. Beginning January 1, 2026, the City shall pay a fee of \$44.07 per ton (WDA rate of \$42.07 + \$2.00) to County ("Disposal Fee") for each ton of Qualifying Solid Waste delivered to the Disposal System.

3. Section 3.2 of the Agreement, entitled "Annual Increase," is amended in its entirety to read:

3.2 Annual Increase. During the Term of this Agreement, the Disposal Fee shall be equal to the County's rate for in-County cities that have WDAs, plus \$2.00. The WDA rate is capped at 85% of the County's gate rate and will only change if there is an increase to the County's gate rate.

4. Section 3.3 of the Agreement, entitled "Adjusted Rate Upon Extension," is deleted in its entirety.

5. Section 3.4 of the Agreement, entitled "Additional Rate," is deleted in its entirety.

6. Section 4.1 of the Agreement, entitled, "Qualifying Solid Waste," is amended in its entirety to read:

4.1 Qualifying Solid Waste. The Solid Waste which qualifies to be disposed of pursuant to the terms of this Agreement shall only be Qualifying Solid Waste that is:

- (a) Otherwise qualified to be disposed of at a County Landfill pursuant to all applicable federal, state and local laws and regulations;
- (b) Generated outside the boundaries of San Bernardino County (i.e., collected for disposal in a County other than San Bernardino County) and not being delivered to, and disposed of within, the Disposal System as of the Commencement Date;
- (c) Generated inside the jurisdictional limits of the City of Claremont;
- (d) Delivered to the Disposal System in transfer trailers or direct hauled in curbside, front, rear, or side loading commercially licensed refuse hauling vehicles.

Qualifying Solid Waste that satisfies the above conditions may be disposed of pursuant to the provisions of this Agreement.

7. Section 4.2 of the Agreement, entitled, "Amount of Out of County Solid Waste to be Delivered," is amended in its entirety to read:

4.2 Amount of Out of County Solid Waste to be Delivered. Beginning on the Commencement Date, the City shall have the right and the obligation to deliver, for each calendar year of the Agreement, not more than 25,000 tons of Qualifying Solid Waste to the Disposal System under the provisions of this Agreement and the maximum annual delivery amount will automatically increase not more than 20% of the previous fiscal year's disposal amount and should be delivered in roughly equal monthly amounts. The Agreement requires no minimum annual delivery amount by the City of Qualifying Solid Waste to the Disposal System.

8. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

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

[illegible]

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

SAN BERNARDINO COUNTY

► *Dawn Rowe*

Dawn Rowe, Chair, Board of Supervisors

Dated: NOV 04 2025

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

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By *[Signature]*
Deputy



CITY OF CLAREMONT

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

By ► *[Signature]*
(Authorized signature - sign in blue ink)

Name Adam Pirrie
(Print or type name of person signing contract)

Title City Manager
(Print or Type)

Dated: 10-21-25

Address 207 Harvard Avenue, P.O. Box 880
Claremont, California 91711-0880

FOR COUNTY USE ONLY

Approved as to Legal Form

► *SEE ATTACHED*
Jolena Grider, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► *[Signature]*
Andy Silao, P.E.

Date 10/22/2025

Reviewed/Approved by Department

► *[Signature]*
Noel Castillo, P.E., Director

Date 10/23/25

IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County and City 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

CITY OF CLAREMONT

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

By ►

(Authorized signature - sign in blue ink)

Name Adam Pirrie

(Print or type name of person signing contract)

Title City Manager

(Print or Type)

Dated: _____

Address 207 Harvard Avenue, P.O. Box 880

Claremont, California 91711-0880

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Jorena Grider, Deputy County Counsel

Date 10/21/25

Reviewed for Contract Compliance

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Date _____

Reviewed/Approved by Department

►
Noel Castillo, P.E., Director

Date _____