AMENDMENT NO. 9 TO THE
WASTE DISPOSAL AGREEMENT NO. 97-1043

On December 16, 1997, the City of Rialto ("City") and the County of San Bernardino ("County") entered into a Waste Disposal Agreement ("WDA"). The parties hereby amend the WDA, on the Effective Date as provided herein, by their respective execution of this agreement (hereinafter "Amendment').

Recitals

A. The parties have previously entered into the following amendments to the WDA. Amendment No. 1 to the WDA was to implement the "Article 19 Solid Waste" component of the County's waste management system and define the City's share of that revenue. Amendment No. 2 was to increase the annual maximum limits of "Article 19 Solid Waste" in the County landfill system. Amendment No. 3 allowed the County to charge the fee of $10.00 per ton (prorated) for identified controllable waste of the City (e.g., roll off container trucks and other County/City vehicles such as pickups and dump trucks) and have such waste subject to being processed in the recycling program. Amendment No. 4 allowed the County to calculate the annual cost of living adjustment earlier in the calendar year. Amendment No. 5 extended the end date of the WDA to June 30, 2016. Amendment No. 6 extended the term of the WDA to June 30, 2021, applied an annual fixed WDA renewal discount adjustment of $0.82 per ton for the term of the WDA, and allowed the County to enter into agreements to accept in-County waste from non-WDA users of the Disposal System at a rate lower than the WDA Contract Rate in exchange for sharing the net revenue generated from those agreements. Amendment No. 7 reset the WDA Contract Rate and extended the term for five (5) years to June 30, 2026. Amendment No. 8 capped the WDA Contract Rate in order to maintain a 15% buffer between the WDA Contract Rate and the County's posted gate rate.

B. In connection with the ongoing administration of the WDA, the parties have determined it is now in their best interests to extend the term 9 years to June 30, 2035, adjust the WDA Contract Rate to be equal to 83% of the County's posted gate rate, and eliminate the provision for annual adjustments.

NOW THEREFORE, in consideration of the forgoing recitals and the following covenants and promises the Parties agree as follows:

1. Section 4.2, entitled "CONTRACT RATE" is hereby deleted and replaced in its entirety to read:

   SECTION 4.2 CONTRACT RATE. Effective July 1, 2026, and each July 1 thereafter during the term of the Agreement, the Contract Rate shall be equal to 83% of the County's posted gate rate effective that July 1st. For July 1, 2026, the County's posted gate rate is $49.49 ($61.49 minus the $12 CDSDP fee); therefore, the WDA Rate, effective July 1, 2026, will be $41.08 per ton.

   Please note that, due to timing, in future years where the gate rate is recommended to be increased, the WDA rate notification letter may be delayed until final approval of the gate rate by the Board of Supervisors.

2. Section 5.2, entitled "CITY CONVENIENCE TERMINATION" is hereby deleted and replaced in its entirety to read:

   SECTION 5.2 CITY CONVENIENCE TERMINATION. In exchange for adjusting the WDA Contract Rate to be equal to 83% of the County's posted gate rate, the City agrees to commit to remaining a WDA City, with no provision to terminate without cause, for the remainder of the WDA Term.

3. Section 6.1, entitled "EFFECTIVE DATE AND TERM", paragraph (A) Term, is hereby deleted and replaced in its entirety to read:

   SECTION 6.1. EFFECTIVE DATE AND TERM. (A) Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract

Date and shall continue in full force and effect until June 30, 2035, unless earlier terminated in accordance with its terms.

4. Effective Date. This Amendment shall be effective if and only when all fifteen cities/towns listed on Exhibit A have each adopted and executed a counterpart of this Amendment No. 9 (the amendment number may differ for each city/town listed on Exhibit A) and such amendment has been adopted and executed by the County on or before June 30, 2026. In all events, the conditions in the forgoing sentence shall occur otherwise this Amendment No. 9 shall be null and void and without any effect whatsoever.

5. 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.

6. Except as modified in this Amendment (or in any prior Amendment(s)) all other terms and conditions of the WDA shall remain in full force and effect.

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IN WITNESS WHEREOF, San Bernardino County and the 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
of San Bernardino County

By ______________________
Deputy

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

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

Name ______________________
(Print or type name of person signing contract)

Title ______________________
(Print or Type)

Dated: ______________________

Address 150 S. Palm Avenue
Rialto, CA 92376

ATTEST

By ______________________
(Authorized signature – sign in blue ink)

Name ______________________
(Print or type name of person signing contract)

Title ______________________
(Print or Type)

APPROVED AS TO FORM

By ______________________
(Authorized signature – sign in blue ink)

Name ______________________
(Print or type name of person signing contract)

Title ______________________
(Print or Type)

EXHIBIT A

CITIES/TOWNS WITH A WASTE DELIVERY AGREEMENT
WITH THE COUNTY OF SAN BERNARDINO
OFFERED THIS AMENDMENT JUNE 2026
FOR AN AGREEMENT END DATE OF JUNE 30, 2035

1. ADELANTO
2. APPLE VALLEY
3. BARSTOW
4. BIG BEAR LAKE
5. COLTON
6. FONTANA
7. GRAND TERRACE
8. HESPERIA
9. HIGHLAND
10. LOMA LINDA
11. RIALTO
12. TWENTYNINE PALMS
13. VICTORVILLE
14. YUCAIPA
15. YUCCA VALLEY