

**AMENDMENT NO. 9 TO THE
WASTE DISPOSAL AGREEMENT NO. 98-744**

This Amendment No. 9 ("Amendment No. 9") is entered into on June 10, 2025, by and between the City of Big Bear Lake ("City") and San Bernardino County ("County") with reference to that certain Waste Disposal Agreement No. 98-744 entered into on August 25, 1998 by and between the City and the County ("WDA"). The City and the County are hereinafter individually referred to as "Party" and collectively as "Parties."

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. This Amendment No. 9 is intended to allow the City to divert and deliver green waste/organics to the Big Bear Transfer Station.

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

1. Amended Section 3.6. COUNTY PROVISION OF THE WASTE DIVERSION SERVICES shall be amended by adding the following:

(E) Green Waste/Organic Diversion. The City of Big Bear Lake may divert its green waste/organics to the Big Bear Transfer Station at the current rate of \$100.00 per ton. Such rate shall be adjusted annually by CPI, beginning July 1, 2025.

1. Calculation of Annual Adjustment. The Green Waste/Organics Fee shall be adjusted annually and such adjusted rate will be effective July 1st of each year, beginning July 1, 2025. The annual adjustment shall be according to the following procedure:

Obtain the Consumer Price Index for Los Angeles-Long Beach-Anaheim, CA ("**CPI**") (Series ID CUURS49ASA0 – Not Seasonally Adjusted, All Items, Base Period: 1982-84=100) as published by the Bureau of Labor Statistics ("**BLS**"), U.S. Department of Labor, and calculate the year-to-year percentage change for the 12-month period April to April. Should this index no longer be published by the BLS, then the BLS replacement index shall be used. If no replacement index is published, then the Parties shall meet and agree upon a replacement index. The rate shall be increased annually by any positive change in the CPI and effective each July 1, beginning July 1, 2025 and through the end of the Contract term and any extensions thereof. The rate will not change if the annual change in the CPI-U index for the preceding 12-month period April to April is zero or negative. If the annual change in the CPI-U index for the preceding 12-month period April to April is negative, all Parties agree that the negative change in the CPI-U index will be used in the subsequent year's calculation of the net annual change in the CPI-U index.

In no case will the current adjusted base rate ever be decreased. For example, if the annual change in the CPI-U index for the preceding 12-month period April to April is negative two percent (-2%), then the rate will remain the same effective that July 1. The following year, if the annual change in the CPI-U index for the preceding 12-month period April to April is positive three percent (3%), then the rate effective that July 1 will increase by the net 1%.

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

2. Effective Date. This Amendment No. 9 shall be effective July 1, 2025 and will remain effective for the term of the WDA agreement and any term extensions.
3. Execution of Amendment No. 9. This Amendment No. 9 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 No.9. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 9 (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 No. 9 upon request.
4. Reaffirmation of Prior Terms and Provisions. Except as modified in this Amendment No. 9 (or in any prior Amendment(s)) all other terms and conditions of the WDA, as previously amended, shall remain in full force and effect.

[illegible]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 9 to be executed by their duly authorized officers or representatives as of the day and year first above written.

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 Big Bear Lake

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

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

Erik Sund
Name _____
*(Print or type name of person signing
contract)*

City Manager
Title _____
(Print or Type)

Dated: _____

39707 Big Bear Blvd., P.O. Box
Address 10000

Big Bear Lake, CA 92315
