



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.

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

CITY OF CLAREMONT

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



Dawn Rowe, Chair, Board of Supervisors

By

(Authorized signature - sign in blue ink)

Dated: _____

Name Adam Pirrie

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

(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title City Manager

(Print or Type)

By _____
Deputy

Dated: _____

Address 207 Harvard Avenue, P.O. Box 880

Claremont, California 91711-0880

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department



Jolena Grider, Deputy County Counsel



Andy Silao, P.E.



Noel Castillo, P.E., Director

Date _____

Date _____

Date _____