



CITY OF COLTON
City Hall

650 N. La Cadena Drive
Colton, CA 92324

Website: www.coltonca.gov

Mayor Richard A. DeLaRosa

Council Members:

- David J. Toro – District 1
- Summer Zamora Jorin – District 2
- Frank Navarro – District 3
- Dr. Luis S. González – District 4
- Deirdre H. Bennett – District 5
- Isaac T. Suchil – District 6

City Treasurer Aurelio De La Torre

City Manager William R. Smith
City Attorney Carlos Campos
City Clerk Carolina R. Padilla

AGENDA

**SPECIAL MEETING
OF THE CITY COUNCIL/ SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE CITY OF
COLTON / COLTON UTILITY AUTHORITY/COLTON PUBLIC FINANCING AUTHORITY/ COLTON
HOUSING AUTHORITY**

WEDNESDAY, MAY 11, 2016 - 5:30 P.M.

**Council Chambers
650 N. La Cadena Drive, Colton, California**

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Said Special Meeting shall be for the purpose of studying and/or taking action on the following matters:

**OPEN SESSION**

**OPEN SESSION CALLED TO ORDER  
ROLL CALL**

**MAYOR AND COUNCIL ITEMS**

**GIFT DISCLOSURES**

*Prior to rendering a decision in any proceeding involving a license, permit, contract or other entitlement pending before the city council, any council member who has received been promised a gift or gifts aggregating \$50.00 or more in value within the preceding twelve months from a party or participant in the proceeding shall disclose that fact either orally or in writing during open session. This disclosure shall be made part of the official public record of the proceeding, either as part of the minutes of the meeting or as a separate writing filed with the city. (CMC Section 2.04.030)*

**AB 1234 ORAL REPORTS**

*Members of the city council shall provide brief reports on meetings attended at the expense of the city. (GC Section 53232.3(d))*

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PUBLIC COMMENT

Limit 5 Minutes

This is the portion of the meeting specifically set aside to invite your comments regarding Consent Calendar items and any matters within the jurisdiction of the City Council; however, any matter that requires action will be referred to staff for investigation and report at a subsequent Council meeting. The Council is prohibited by law from discussing or taking immediate action on items during this public comment period.

Persons desiring to submit paperwork to the City Council Members shall provide copy of any paperwork to the City Clerk for the Official Record.

Speakers will be limited to 5 minutes; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.



DISCUSSION ITEMS

- (1) **Waste Disposal Agreement** – Discussion and possible approval of Amendment No. 6 to the Waste Disposal Agreement (WDA) between the County of San Bernardino and the City of Colton to change the termination date from June 30, 2016 to June 30, 2021. *(Item #9, 4/19/16 agenda; Item #12, 5/3/16 agenda)* **[Staff Person: D. Kolk]**
- (2) Fiscal Year 2016-17 Budget Workshop.

ADJOURNMENT

POSTING STATEMENT:

I, Sabdi Sanchez, Chief Deputy City Clerk or my designee, hereby certify that a true and correct, accurate copy of the foregoing agenda was posted Monday, May 9, 2016, at least twenty-four (24) hours prior to the meeting per Government Code 54954.2, at the following locations:

City of Colton City Hall 650 N. La Cadena Drive
City of Colton Website, www.coltonca.gov

PROCEDURES FOR ADDRESSING CITY COUNCIL

For the Official Record, it is requested that you obtain a card from the City Clerk and complete it by noting a specific item number on the Agenda, if applicable, or you can identify the subject that you wish to address under the Public Comment portion of the Agenda. The City Council encourages public input on all City issues within the Rules of Decorum. Speakers will be limited to the time periods provided on the Agenda; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.

RULES OF DECORUM

To help conduct the business of the City Council in an orderly fashion, the City Council has adopted rules pertaining to decorum and order, as provided for in the City Council Manual of Procedure. The City Council will strictly enforce these rules in order to allow full expression of ideas and opinions by councilmembers, staff and the public. Generally, the City's rules of decorum prohibit comments or actions which willfully disrupt the meeting. All remarks and questions shall be addressed to the Council as a whole and not to any particular member. No individual Councilmember or member of the City staff shall be questioned without first obtaining permission from the Presiding Officer. The City Council asks that all persons - including councilmembers, staff and the public - act and speak respectfully.

NOTICE TO PUBLIC

Staff reports or other written documentation relating to each item referred to, on the Agenda, are available for public inspection at the following locations: Office of the City Clerk, 650 N. La Cadena Drive, Colton, CA; City of Colton Public Library, 656 9th St., Colton, CA; or the City of Colton Internet Website, www.coltonca.gov. Any person having questions concerning any item on the Agenda may call the City Clerk at 370-5191 to make inquiry concerning the nature of the item described on the Agenda. The City Clerk shall direct inquiries to the appropriate office.

All matters listed under the Consent Calendar are considered by the City Council to be routine and will all be enacted by one motion. There will be no separate discussion of these items prior to the time the City Council votes on the motion, unless councilmembers, staff or the public request that specific items be discussed and/or removed for separate discussions or action.

In compliance with the American with Disabilities Act, if you need special assistance to participate in a City Meeting, please contact the City Clerk's Office at 909-370-5001. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

LEGAL CHALLENGES

If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to raising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting.

MANUAL OF PROCEDURE

The City Council adopted its Manual of Procedure pursuant to Resolution No. R-150-07; Amended by Minute Action on December 2, 2014 and adopted by Resolution No. R-03-15 on January 20, 2015. Copies are available in the Office of the City Clerk.



STAFF REPORT

ITEM NO. 1

DATE: MAY 11, 2016
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER *BS*
PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DK*
SUBJECT: WASTE DISPOSAL AGREEMENT BETWEEN THE COUNTY OF SAN BERNARDINO AND THE CITY OF COLTON

RECOMMENDED ACTION

It is recommended that the City Council approve Amendment No. 6 to the Waste Disposal Agreement between the County of San Bernardino and the City of Colton to change the termination date from June 30, 2016 to June 30, 2021.

BACKGROUND

On May 12, 1998 the City of Colton (City) and the County of San Bernardino (County), which operates the landfill, entered into a Waste Disposal Agreement (WDA). The WDA requires Colton to dispose of all its municipal solid waste (MSW) in specified San Bernardino County landfills. The WDA sets the rates and conditions for disposing of waste in the landfill, as well as establishing the obligations and benefits for the fifteen participating parties (listed in "Exhibit A" of the amendment). Since the WDA was executed in 1998 there have been 5 amendments. The current WDA expires on June 30, 2016. San Bernardino County is proposing a 6th Amendment that would extend until June 30, 2021.

The City also has a signed agreement with Republic Services of California LLC (Republic) to pick up and remove trash from the City and take it to a landfill. Republic has made a proposal to the City as an alternative to the WDA in an attempt to allow Republic to determine where Colton's MSW is dumped into landfills. If the City signs the WDA, Republic would be obligated to dump MSW in landfills designated by San Bernardino County.

ISSUES/ANALYSIS

Amendment No. 6 addresses current conditions at the landfill including a new operator, Athens Disposal. The amendment proposes an extension through June 30, 2021, and identifies a greater rebate to the City, as well as a method for fee adjustments. The amendment would be effective if and only when all fifteen cities adopt the amendment and after such amendment has been adopted and executed by the County.

Republic has presented a proposal to the City as an alternative to the WDA. Republic would like the opportunity to take Colton's MSW to other landfills in Riverside or Orange County with the intent of reducing its tipping costs.

FISCAL IMPACTS

In the 1998 WDA, the County gave a reduced rate for trash dumping to county cities that agreed to take all of their trash to County landfills. The reduced rate, called the WDA rate, was lower than the gate fee charged to non-WDA entities. For most WDA entities, the lower WDA rate was applied to contracted waste haulers that used the County landfills¹ by immediately applying the WDA rate to the hauler, resulting in the cities (or their haulers) paying a lower tipping charge.

Colton negotiated the right to a rebate paid directly to the City (rather than the hauler discount). Currently the City receives nothing, having turned the rebates over to Republic as part of the 2015 "Amended and Restated Agreement Between the City of Colton and Republic Services of Southern California, LLC for Collection of Solid Waste." The requirement to turn the rebate over to Republic ends on June 30, 2016.

Beginning July 1, 2016 this rebate will be equal to \$10.25 per ton. The total amount of MSW trash generated in the City is around 30,000 tons annually so the City would receive around \$307,000 in WDA rebates in 2016/17.

Republic proposes an annual payment to the City beginning at \$500,000 in FY 2017 and FY 2018, declining to \$225,000 between FY 2019 and FY 2025 and then a final payment of \$175,000 in 2026.

The WDA rate is only fixed for 5 years and then could change. The County believes that Burrtec will enter into an agreement to dump trash at County landfills which would lead to higher rebates. Also, because of California's commitment to reducing MSW through recycling and organic diversion, the amount of Colton MSW is expected to decline. The range of payments under different alternatives for the first 5 year period and a 10-year period under the assumption that the WDA is extended under similar terms is shown below and compared against the fixed payment from Republic.

It should be further noted that any other in-County, non-WDA waste agreements that are executed in the future will further benefit Colton, should it remain a WDA member.

¹ The County currently operates 5 landfills, Mid-Valley Sanitary Landfill, Victorville Sanitary Landfill, Barstow Sanitary Landfill, Landers Sanitary Landfill and San Timoteo Sanitary Landfill. Colton's waste is sent to the Mid-Valley Sanitary Landfill in Fontana.

	Time Period	
	2017 - 2021	2017 - 2026 ¹
WDA - Current MSW volumes	\$ 1,600,242	\$ 3,367,039
WDA - Current volumes plus Burrtec	\$ 1,752,017	\$ 3,695,493
WDA - With MSW volumes declining by 10%	\$ 1,536,270	\$ 3,069,471
Republic	\$ 1,675,000	\$ 2,750,000

1. Assumes that the WDA Agreement is extended for an additional 5 years under the same terms.

Regardless of whether or not the City signs the WDA, the City will continue to receive services from Republic under the current contract. These services, and the estimated annual value, are shown below:

Current Services (cost of these is included in rates beginning 7/1/2016)

Street sweeping ⁽¹⁾	\$ 210,000
Tree trimming ⁽¹⁾	\$ 80,000
Admin assistance	\$ 120,000
Recycling assistant	\$ 96,000
Road impact fee	\$ 350,000
Total	\$ 856,000

Annual franchise fee ⁽²⁾	\$1,050,000
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- (1) Services began on July 1, 2015
- (2) Would collect franchise fee from any hauler

ALTERNATIVES

1. Allow the WDA to expire, and allow Republic to dispose of the City's waste at an alternative landfill as provided in the franchise agreement.
2. Provide alternative direction to staff.

ATTACHMENTS

1. Amendment No. 6 to the Waste Disposal Agreement

2. Waste Disposal Agreement Between the County of San Bernardino, California and the City of Colton and Amendments 1 through 5.
3. Amendment Number 1 to Colton Franchise Agreement (Republic)

ATTACHMENT 1



Department of Public Works

Gerry Newcombe
Director

- Environmental & Construction • Flood Control
- Operations • Solid Waste Management
- Surveyor • Transportation

RECEIVED

MAR 28 2016

CITY OF COLTON
CITY MANAGER OFFICE

March 23, 2016

William Smith, City Manager
City of Colton
650 North La Cadena Drive
Colton, California 92324

SUBJECT: WASTE DISPOSAL AGREEMENT (WDA) AMENDMENT

Dear Mr. Smith:

Enclosed are two copies of the WDA Amendment for consideration and approval by your City Council. The amendment changes the expiration term of the WDAs to June 30, 2021, allows for a reduction in the WDA rate, and includes language for sharing the net revenue of in-County non-WDA waste generated based on the revenue sharing formula from the previous Article 19 Solid Waste.

Once you obtain Council approval, please return both original signed copies, no later than April 29, 2016, and all fifteen WDA Amendments will be presented to the Board of Supervisors (Board) for approval prior to June 30, 2016. After Board approval, the County will return one fully executed original document to you for your records.

If you have any questions about the amendment, please contact me at (909) 386-8775.

Sincerely,

Arthur L. Rivera, P.E.
Deputy Director

Enclosures: WDA Amendment (2 original copies)

cc: Gerry Newcombe, Director

BOARD OF SUPERVISORS

ROBERT A. LOVINGOOD
Vice Chairman, First District

JANICE RUTHERFORD
Second District

JAMES RAMOS
Chairman, Third District

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Fourth District

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Fifth District

GREGORY C. DEVEREAUX
Chief Executive Officer

WASTE DISPOSAL AGREEMENT

BETWEEN

THE COUNTY OF SAN BERNARDINO, CALIFORNIA

AND

THE CITY OF COLTON

DATED: MAY 12, 1998

County Authorization Date:

City Authorization Date:

County Notice Address:

Solid Waste Management Division
222 Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017

City Notice Address:

Emergency Contact:

Arthur L. Rivera
Deputy Director
(909) 386-8703

Emergency Contact:

AMENDMENT NO. 6 TO THE
WASTE DISPOSAL AGREEMENT

On May 12, 1998, the City of Colton ("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 correct the designated disposal facilities for the City. Amendment No. 2 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. 3 was to increase the annual maximum limits of "Article 19 Solid Waste" in the County landfill system. 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.
- B. In connection with the ongoing administration of the WDA, the parties have determined it is now in their best interests to change the termination date to June 30, 2021.
- C. This change in the termination date will assist both the City and the County in planning for future fiscal years' budgeting of solid waste disposal services and costs.
- D. The parties have determined it is in their best interests to apply an annual fixed WDA renewal discount adjustment of \$0.82 per ton for the term of the WDA.
- E. In March 2002, an amendment to the WDA was approved to acknowledge the right of the County to accept in-County waste from Burrtec Waste Industries, Inc. (Burrtec), known as Article 19 Solid Waste, at a rate lower than the WDA Contract Rate in exchange for the County sharing the net revenue generated from the Article 19 Solid Waste with the WDA cities based on a formula outlined in the amendment.
- F. On June 30, 2013, the County's Operations Contract with Burrtec expired and the Article 19 Solid Waste ceased to be disposed in the County's Disposal System, thereby ending the revenue sharing of Article 19 Solid Waste with the WDA cities.
- G. The parties agree that there will be benefits to the Disposal System and accordingly to the County, as the owner/operator of the Disposal System, and to the City, as a user of the Disposal System, of accepting in-County waste from other non-WDA users of the Disposal System at a rate lower than the WDA Contract Rate in exchange for the County sharing the net revenue of in-County waste generated with the WDA cities based on the revenue sharing formula from the previous Article 19 Solid Waste.

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

1. Amended Section 4.2 CONTRACT RATE. (A) Generally. This section is amended in its entirety to read:

SECTION 4.2. CONTRACT RATE. (A) Generally. Effective January 1, 1998, the Contract Rate payable by each Franchise Hauler shall be \$28.50 per ton, subject to potential adjustment necessary to reflect the circumstances set forth below:

- (i) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Uncontrollable Circumstances, including Changes in Law; and
- (ii) escalation during the Term of this Agreement calculated in accordance with Section 4.2(B).

Prior to adjusting the Contract Rate as a result of any of the circumstances described in Section 4.2(A)(i), the County shall utilize the following remedy: reduce the costs of operating the Disposal System to the extent practicable.

Any adjustments to the Contract Rate permitted by Section 4.2(A)(i) shall be calculated by the County to reflect the actual costs or expenses of addressing the circumstance or circumstances pursuant to which the adjustment is authorized, and shall also reflect, where applicable, the then remaining capacity in the Disposal System. Such adjustment may not reflect circumstances other than the circumstances described in Section 4.2(A)(i).

2. Amended Section 4.2. CONTRACT RATE. (B) Calculation of Escalation. This section is amended in its entirety to read:

SECTION 4.2. CONTRACT RATE. (B) Calculation of Escalation. For purposes of Section 4.2(A)(ii), the Contract Rate shall be adjusted in accordance with the formula described in this Section each July 1 during the term hereof, commencing July 1, 1999. The adjustment shall be calculated in accordance with the following formula:

$$\text{Contract Rate} = \text{Fixed Portion} + [\text{Escalating Portion} \times \text{Index}]$$

Where,

$$\text{Fixed Portion} = \$10.87$$

$$\text{Escalating Portion} = \$17.63$$

Index = Price Index, which shall be determined in accordance with the following formula:

$$I = .7[\text{PPI}_1/\text{PPI}_2] + .3[\text{EI}_1/\text{EI}_2]$$

PPI_1 = The Producer Price Index, Industrial Commodities, as published by the United States Department of Labor Statistics in the publication Producer Price Indices, Table 6, for the month of February in the year the adjustment is being made (e.g., the first adjustment will use the February, 1999 value)

PPI₂ = Producer Price Index, Industrial Commodities for the month of February, 1998

EI₁ = Employment Cost Index, Compensation, Private Industry Workers, as published by the United States Department of Labor Statistics in the publication *Monthly Labor Review*, Table 22, for the last quarter of the year preceding the year the adjustment is being made (e.g., the first adjustment will use the last quarter, 1998 value)

EI₂ = Employment Cost Index, Compensation, Private Industry Workers established for the last quarter of 1997

The adjustment effective on July 1, 2011, and all subsequent adjustments, will be calculated as provided above, except that the parameters of the Index (i.e., I) shall be defined as follows:

PPI₁ = The Producer Price Index, Industrial Commodities Commodity Data, as published at the United States Department of Labor, Bureau of Labor Statistics web site, Series ID WPU03 thru 15 for the month of September in the year prior to the year for which the adjustment is being made (e.g., the adjustment effective July 1, 2011 will use the September 2010 value)

PPI₂ = Producer Price Index, Industrial Commodities Commodity Data for the month of September, 1997

EI₁ = Employment Cost Index, Total Compensation, Private Industry All Workers, as published at the United States Department of Labor, Bureau of Labor Statistics web site, Series ID: CIU20100000000001 for the last quarter of the year preceding the year for which the adjustment is being made (e.g., the adjustment effective July 1, 2011 will use the third quarter, 2010 value)

EI₂ = Employment Cost Index, Compensation, Private Industry All Workers, as published at the United States Department of Labor, Bureau of Labor Statistics web site, Table 3, established for the third quarter of 1997

Effective July 1, 2016, and each July 1 thereafter during the term of the Agreement, the Contract Rate adjustment will be calculated as provided above, except that an annual fixed WDA renewal discount adjustment of \$0.82 per ton will be applied after the annual Cost of Living Adjustment (COLA) adjustment. The Calculation of Escalation for July 1, 2016 through June 30, 2017 results in a \$37.82 per ton rate. After including the WDA renewal discount adjustment of \$0.82 per ton, the Contract Rate will be \$37.00 per ton, effective July 1, 2016 through June 30, 2017.

If at any time either the Employment Cost Index or the Producer Price Index is no longer published, or are otherwise unavailable, then the COLA shall be determined by using standard official statistics measuring changes to, respectively, labor costs and cost of materials, as the parties shall mutually agree.

3. Add Section 4.6 to the WDA to read:

SECTION 4.6. COUNTY DISPOSAL SYSTEM REPORT OF ANNUAL FINANCIAL STATEMENTS. Beginning July 1, 2016, the County will conduct an annual meeting, inviting all WDA Cities/Towns to participate, within 45 days of receipt of the San Bernardino County Department of Public Works - Solid Waste Management Division Annual Financial Statements from the County's Auditor-Controller/Treasurer/Tax Collector's Office (typically submitted to the Solid Waste Management Division no later than 45 days after the first of each calendar year) to provide annual revenue and expense statements, fund balance and net asset values, from the prior fiscal year, related to the County's Disposal System. The first meeting is anticipated to be held in February 2017, to review the Fiscal Year 2015-2016 Financial Statements.

4. Amended Section 6.1 EFFECTIVE DATE AND TERM. (A) Term. This section is amended 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, 2021, unless earlier terminated in accordance with its terms.

5. Add Section 8 to the WDA to read:

SECTION 8. IN-COUNTY NON-WDA SOLID WASTE.

SECTION 8.1. Definition of In-County Non-WDA Solid Waste. "In-County Non-WDA Solid Waste" is defined as the solid waste which may be delivered to the Disposal System by other Non-WDA users ("In-County Users") of the Disposal System, including, but not limited to, other Non-WDA cities in the County, sanitary districts, Transfer Stations or Independent Haulers, that is:

- (i) allowed to be disposed of in the Disposal System pursuant to federal, state and local laws and regulations;
- (ii) not being delivered to the Disposal System as of June 30, 2016; and
- (iii) delivered to the Disposal System in transfer trailers.

SECTION 8.2. Limited Waiver of City's Rights Under Waste Delivery Agreement and Right of County to Accept In-County Non-WDA Solid Waste. The parties agree that, for the term of any contract with In-County Users (including any extensions of term) the County may accept In-County Non-WDA Solid Waste from In-County Users for disposal in the Disposal System in the amount determined by the County. Upon payment of the In-County City Fee (the WDA cities' portion of the In-County Non-WDA Disposal Fee charged to the In-County Users) and satisfaction of the other requirements of this Section 8, the County will not be required to offer City a Contract Rate equal to the In-County Non-WDA Disposal Fee (defined as the disposal fee paid by the Non-WDA In-County Users with disposal agreements with the County) in accordance with Section 3.5(A) of the WDA, *provided that* such acceptance of In-County Non-WDA Solid Waste will not impair the rights of the WDA Cities under the provisions of Section 3.5(B) of the WDA.

SECTION 8.3. Limited Waiver of County's Rights Under Waste Delivery Agreement and Right of County to Accept In-County Non-WDA Solid Waste. The parties agree that, for the term of any contract with In-County Users (including any extensions of term) the County agrees to accept In-County Non-WDA Solid Waste from In-County Users for disposal in the Disposal System only upon payment of the In-County City Fee and satisfaction of the other requirements of this Section 8 of the WDA.

SECTION 8.4. Calculation of Net Per Ton In-County Non-WDA Disposal Fee. For purposes of this Section, the Net Per Ton In-County Non-WDA Disposal Fee shall consist of the In-County Non-WDA Disposal Fee, then in effect, under the terms of any contract with In-County Users, less the following payments:

- (i) the amount of the required payment to the County's Operations Contractor for disposing of such In-County Non-WDA Solid Waste then in effect under the terms of the County's Waste Disposal System Operations Contract (if the County's Operations Contractor exceeds the Annual Baseline Tonnage of 1,260,236 tons for disposal, then the Operations Contractor's disposal rate of \$6.40 per ton as of July 1, 2016, and adjusted annually thereafter, will be included in the calculation of the Net Per Ton In-County Non-WDA Disposal Fee);
- (ii) the other specified payments to governmental agencies in the amounts then required (including any newly required payment or any payment made in substitution of an identified payment); and
- (iii) the amounts representing the allocation of costs for closure and postclosure maintenance and expansion costs (in the amounts set forth on Exhibit B, such amounts to be adjusted for Cost of Living increases in the same percentage amount as the actual change made to the per ton disposal fee charged by the County to the Cities which have a WDA with the County pursuant to the "Calculation for Escalation" contained in Section 4.2(B) of the WDA).

Formula: In-County Non-WDA Disposal Fee

Less Payment under the Waste Disposal System Operations Contract to the Operations Contractor (If the County's Operations Contractor exceeds the Annual Baseline Tonnage of 1,260,236 tons for disposal, then the Operations Contractor's disposal rate of \$6.40 per ton as of July 1, 2016, and adjusted annually thereafter, will be included in the calculation of the Net Per Ton In-County Non-WDA Disposal Fee).
 Payment to CalRecycle
 Payment to the Local Enforcement Agency
 Host Fee Payment to the City of Fontana
 Host Fee Payment to the City of Rialto
 Any other payment required to be made to local, State or Federal Agencies relative to the disposal of solid waste or fees collected relative to such disposal
 Allocation of costs for Closure and Postclosure
 Allocation of costs for expansion (construction of additional capacity)

Equals Net Per Ton In-County Non-WDA Disposal Fee

Exhibit B attached hereto is a draft example of the distribution of the WDA Cities' share of the Net Per Ton In-County Non-WDA Disposal Fee County revenue generated from Non-WDA In-County Users based on an example of a \$27.00 per ton In-County Non-WDA Disposal Fee. Exhibit B also outlines the current adjustments used to calculate the Net Per Ton In-County Non-WDA Disposal Fee. These adjustment amounts are subject to annual COLA adjustments effective July 1, 2016 and each July 1st thereafter during the term of this Agreement.

SECTION 8.5. Allocation of In-County City Fee. In consideration of the agreements of the City hereunder, the County will pay to the WDA Cities, in the aggregate, 50% of the Net Per Ton In-County Non-WDA Disposal Fee for each ton of In-County Non-WDA Solid Waste accepted for disposal at the Disposal System. Such fee is referred to herein as the "In-County City Fee". The remaining 50% of the Net Per Ton In-County Non-WDA Disposal Fee is being retained by the County. The In-County City Fee may be used by each city/town as it shall deem appropriate, in its sole discretion.

The In-County City Fee shall be further allocated among each of the WDA Cities on the basis of two separate criteria:

- (i) 50% of the In-County City Fee shall be divided equally among the WDA Cities, without regard for any other criteria; and
- (ii) 50% of the In-County City Fee shall be divided among the WDA Cities based on population, on a per capita basis, as published by the California Department of Finance, as of each May 1, each year during the term of the WDA.

The City's share of the In-County City Fee shall be paid to City in quarterly payments, within forty-five (45) days after the end of the calendar quarter (i.e., March, June, September, and December).

This Section 8 refers only to those waste disposal agreements with In-County Users that have a Contract Rate less than the WDA Contract Rate.

This Section 8 shall be in effect beginning July 1, 2016.

6. 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. 6 (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, 2016. In all events, the conditions in the forgoing sentence shall occur otherwise this Amendment No. 6 shall be null and void and without any effect whatsoever.
7. No other amendments. Except as modified in this Amendment (or in any prior Amendment(s)) all other terms and conditions of the WDA, including without limit those contained in any prior Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF SAN BERNARDINO

▶ _____
James Ramos, Chairman, Board of Supervisors

Dated: _____

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

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

(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 _____

Approved as to Legal Form
▶ _____
Julie Surber, Deputy County Counsel
Date _____

Reviewed by Contract Compliance
▶ _____
David Doublet, Chief Engineer
Date _____

Presented to BOS for Signature
▶ _____
Gerry Newcombe, Department Head
Date _____

**EXHIBIT B
IN-COUNTY NON-WDA DISPOSAL FEE ANALYSIS
DRAFT EXAMPLE**

Proposed Annual Burretec In-County Non-WDA Waste (City of SB @ 50% volume)	
Disposal Fee	\$27.00
Ops Contract	\$0.00 ¹
Calrecycle Fee	\$1.40
LEA Fee	\$0.47
Fontana Host Fee	\$3.10
Rialto Host Fee	\$3.10
Other State, Local fees	\$0.00
Closure and Post-Closure	\$3.28
Expansion Costs	\$4.53
Total Adjustments	(\$15.88)
Net In-County Non-WDA Disposal Fee	\$11.12
In-County City Fee (50%)	\$5.56

Example of In-County Waste	TPY (07/2016 thru 12/2017)	Per Ton City Fee	Annual City Fee
San Bernardino	70,000	\$5.56	\$389,200
Former A19	217,000	\$5.56	\$1,206,520
Total	287,000		\$1,595,720
Even Distribution		50%	\$797,860
Per Capita Distribution		50%	\$797,860

City	1st Half of City Fee	01/01/15 Calif. DoF Population	Per Capita %	2nd half of City Fee	Total
1 Fontana	6.67%	204,312	22.78%	\$181,778.66	\$234,969.32
2 Victorville	6.67%	121,168	13.51%	\$107,804.52	\$160,995.18
3 Rialto	6.67%	102,092	11.38%	\$90,832.39	\$144,023.05
4 Hesperia	6.67%	92,177	10.28%	\$82,010.90	\$135,201.57
5 Apple Valley	6.67%	71,396	7.96%	\$63,521.81	\$116,712.48
6 Colton	6.67%	53,384	5.95%	\$47,496.34	\$100,687.00
7 Highland	6.67%	54,332	6.06%	\$48,339.78	\$101,530.45
8 Yucaipa	6.67%	52,942	5.90%	\$47,103.09	\$100,293.75
9 Adelanto	6.67%	33,084	3.69%	\$29,435.20	\$82,625.87
10 29 Palms	6.67%	25,846	2.88%	\$22,995.47	\$76,186.14
11 Barstow	6.67%	23,407	2.61%	\$20,825.47	\$74,016.13
12 Loma Linda	6.67%	23,751	2.65%	\$21,131.53	\$74,322.20
13 Yucca Valley	6.67%	21,355	2.38%	\$18,999.78	\$72,190.45
14 Grand Terrace	6.67%	12,352	1.38%	\$10,989.71	\$64,180.38
15 Big Bear Lake	6.67%	5,165	0.58%	\$4,595.36	\$57,786.02
		896,763	100.00%	\$797,860.00	\$1,595,720.00

MVSL Host City Fee Per Ton	MVSL Total Host Fee + A19 Share
\$889,700	\$1,124,669
\$889,700	\$1,033,723

County Benefit Rate	Adjustment	WDA Share	Net
\$27.00	(\$15.88)	(\$5.56)	\$5.56
		TOTAL	\$1,595,720.00

¹If the County's Operations Contractor exceeds the Annual Baseline Tonnage of 1,260,236 tons for disposal, then the Operations Contractor's disposal rate of \$6.40 per ton as of July 1, 2016, and adjusted annually thereafter, will be included in the calculation of the Net Per Ton In-County Non-WDA Disposal Fee.

ATTACHMENT 2

WASTE DISPOSAL AGREEMENT

BETWEEN

THE COUNTY OF SAN BERNARDINO, CALIFORNIA

AND

THE CITY OF COLTON

DATED: MAY 12, 1998

County Authorization Date:

City Authorization Date:

County Notice Address:

Solid Waste Management Division
222 Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017

City Notice Address:

Emergency Contact:

Arthur L. Rivera
Deputy Director
(909) 386-8703

Emergency Contact:

AMENDMENT NO. 6 TO THE
WASTE DISPOSAL AGREEMENT

On May 12, 1998, the City of Colton ("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 correct the designated disposal facilities for the City. Amendment No. 2 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. 3 was to increase the annual maximum limits of "Article 19 Solid Waste" in the County landfill system. 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.
- B. In connection with the ongoing administration of the WDA, the parties have determined it is now in their best interests to change the termination date to June 30, 2021.
- C. This change in the termination date will assist both the City and the County in planning for future fiscal years' budgeting of solid waste disposal services and costs.
- D. The parties have determined it is in their best interests to apply an annual fixed WDA renewal discount adjustment of \$0.82 per ton for the term of the WDA.
- E. In March 2002, an amendment to the WDA was approved to acknowledge the right of the County to accept in-County waste from Burrtec Waste Industries, Inc. (Burrtec), known as Article 19 Solid Waste, at a rate lower than the WDA Contract Rate in exchange for the County sharing the net revenue generated from the Article 19 Solid Waste with the WDA cities based on a formula outlined in the amendment.
- F. On June 30, 2013, the County's Operations Contract with Burrtec expired and the Article 19 Solid Waste ceased to be disposed in the County's Disposal System, thereby ending the revenue sharing of Article 19 Solid Waste with the WDA cities.
- G. The parties agree that there will be benefits to the Disposal System and accordingly to the County, as the owner/operator of the Disposal System, and to the City, as a user of the Disposal System, of accepting in-County waste from other non-WDA users of the Disposal System at a rate lower than the WDA Contract Rate in exchange for the County sharing the net revenue of in-County waste generated with the WDA cities based on the revenue sharing formula from the previous Article 19 Solid Waste.

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

1. Amended Section 4.2 CONTRACT RATE. (A) Generally. This section is amended in its entirety to read:

SECTION 4.2. CONTRACT RATE. (A) Generally. Effective January 1, 1998, the Contract Rate payable by each Franchise Hauler shall be \$28.50 per ton, subject to potential adjustment necessary to reflect the circumstances set forth below:

- (i) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Uncontrollable Circumstances, including Changes in Law; and
- (ii) escalation during the Term of this Agreement calculated in accordance with Section 4.2(B).

Prior to adjusting the Contract Rate as a result of any of the circumstances described in Section 4.2(A)(i), the County shall utilize the following remedy: reduce the costs of operating the Disposal System to the extent practicable.

Any adjustments to the Contract Rate permitted by Section 4.2(A)(i) shall be calculated by the County to reflect the actual costs or expenses of addressing the circumstance or circumstances pursuant to which the adjustment is authorized, and shall also reflect, where applicable, the then remaining capacity in the Disposal System. Such adjustment may not reflect circumstances other than the circumstances described in Section 4.2(A)(i).

2. Amended Section 4.2. CONTRACT RATE. (B) Calculation of Escalation. This section is amended in its entirety to read:

SECTION 4.2. CONTRACT RATE. (B) Calculation of Escalation. For purposes of Section 4.2(A)(ii), the Contract Rate shall be adjusted in accordance with the formula described in this Section each July 1 during the term hereof, commencing July 1, 1999. The adjustment shall be calculated in accordance with the following formula:

$$\text{Contract Rate} = \text{Fixed Portion} + [\text{Escalating Portion} \times \text{Index}]$$

Where,

$$\text{Fixed Portion} = \$10.87$$

$$\text{Escalating Portion} = \$17.63$$

Index = Price Index, which shall be determined in accordance with the following formula:

$$I = .7[\text{PPI}_1/\text{PPI}_2] + .3[\text{EI}_1/\text{EI}_2]$$

PPI_1 = The Producer Price Index, Industrial Commodities, as published by the United States Department of Labor Statistics in the publication Producer Price Indices, Table 6, for the month of February in the year the adjustment is being made (e.g., the first adjustment will use the February, 1999 value)

PPI₂ = Producer Price Index, Industrial Commodities for the month of February, 1998

EI₁ = Employment Cost Index, Compensation, Private Industry Workers, as published by the United States Department of Labor Statistics in the publication *Monthly Labor Review*, Table 22, for the last quarter of the year preceding the year the adjustment is being made (e.g., the first adjustment will use the last quarter, 1998 value)

EI₂ = Employment Cost Index, Compensation, Private Industry Workers established for the last quarter of 1997

The adjustment effective on July 1, 2011, and all subsequent adjustments, will be calculated as provided above, except that the parameters of the Index (i.e., I) shall be defined as follows:

PPI₁ = The Producer Price Index, Industrial Commodities Commodity Data, as published at the United States Department of Labor, Bureau of Labor Statistics web site, Series ID WPU03 thru 15 for the month of September in the year prior to the year for which the adjustment is being made (e.g., the adjustment effective July 1, 2011 will use the September 2010 value)

PPI₂ = Producer Price Index, Industrial Commodities Commodity Data for the month of September, 1997

EI₁ = Employment Cost Index, Total Compensation, Private Industry All Workers, as published at the United States Department of Labor, Bureau of Labor Statistics web site, Series ID: CIU20100000000001 for the last quarter of the year preceding the year for which the adjustment is being made (e.g., the adjustment effective July 1, 2011 will use the third quarter, 2010 value)

EI₂ = Employment Cost Index, Compensation, Private Industry All Workers, as published at the United States Department of Labor, Bureau of Labor Statistics web site, Table 3, established for the third quarter of 1997

Effective July 1, 2016, and each July 1 thereafter during the term of the Agreement, the Contract Rate adjustment will be calculated as provided above, except that an annual fixed WDA renewal discount adjustment of \$0.82 per ton will be applied after the annual Cost of Living Adjustment (COLA) adjustment. The Calculation of Escalation for July 1, 2016 through June 30, 2017 results in a \$37.82 per ton rate. After including the WDA renewal discount adjustment of \$0.82 per ton, the Contract Rate will be \$37.00 per ton, effective July 1, 2016 through June 30, 2017.

If at any time either the Employment Cost Index or the Producer Price Index is no longer published, or are otherwise unavailable, then the COLA shall be determined by using standard official statistics measuring changes to, respectively, labor costs and cost of materials, as the parties shall mutually agree.

3. Add Section 4.6 to the WDA to read:

SECTION 4.6. COUNTY DISPOSAL SYSTEM REPORT OF ANNUAL FINANCIAL STATEMENTS. Beginning July 1, 2016, the County will conduct an annual meeting, inviting all WDA Cities/Towns to participate, within 45 days of receipt of the San Bernardino County Department of Public Works - Solid Waste Management Division Annual Financial Statements from the County's Auditor-Controller/Treasurer/Tax Collector's Office (typically submitted to the Solid Waste Management Division no later than 45 days after the first of each calendar year) to provide annual revenue and expense statements, fund balance and net asset values, from the prior fiscal year, related to the County's Disposal System. The first meeting is anticipated to be held in February 2017, to review the Fiscal Year 2015-2016 Financial Statements.

4. Amended Section 6.1 EFFECTIVE DATE AND TERM. (A) Term. This section is amended 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, 2021, unless earlier terminated in accordance with its terms.

5. Add Section 8 to the WDA to read:

SECTION 8. IN-COUNTY NON-WDA SOLID WASTE.

SECTION 8.1. Definition of In-County Non-WDA Solid Waste. "In-County Non-WDA Solid Waste" is defined as the solid waste which may be delivered to the Disposal System by other Non-WDA users ("In-County Users") of the Disposal System, including, but not limited to, other Non-WDA cities in the County, sanitary districts, Transfer Stations or Independent Haulers, that is:

- (i) allowed to be disposed of in the Disposal System pursuant to federal, state and local laws and regulations;
- (ii) not being delivered to the Disposal System as of June 30, 2016; and
- (iii) delivered to the Disposal System in transfer trailers.

SECTION 8.2. Limited Waiver of City's Rights Under Waste Delivery Agreement and Right of County to Accept In-County Non-WDA Solid Waste. The parties agree that, for the term of any contract with In-County Users (including any extensions of term) the County may accept In-County Non-WDA Solid Waste from In-County Users for disposal in the Disposal System in the amount determined by the County. Upon payment of the In-County City Fee (the WDA cities' portion of the In-County Non-WDA Disposal Fee charged to the In-County Users) and satisfaction of the other requirements of this Section 8, the County will not be required to offer City a Contract Rate equal to the In-County Non-WDA Disposal Fee (defined as the disposal fee paid by the Non-WDA In-County Users with disposal agreements with the County) in accordance with Section 3.5(A) of the WDA, *provided that* such acceptance of In-County Non-WDA Solid Waste will not impair the rights of the WDA Cities under the provisions of Section 3.5(B) of the WDA.

SECTION 8.3. Limited Waiver of County's Rights Under Waste Delivery Agreement and Right of County to Accept In-County Non-WDA Solid Waste. The parties agree that, for the term of any contract with In-County Users (including any extensions of term) the County agrees to accept In-County Non-WDA Solid Waste from In-County Users for disposal in the Disposal System only upon payment of the In-County City Fee and satisfaction of the other requirements of this Section 8 of the WDA.

SECTION 8.4. Calculation of Net Per Ton In-County Non-WDA Disposal Fee. For purposes of this Section, the Net Per Ton In-County Non-WDA Disposal Fee shall consist of the In-County Non-WDA Disposal Fee, then in effect, under the terms of any contract with In-County Users, less the following payments:

- (i) the amount of the required payment to the County's Operations Contractor for disposing of such In-County Non-WDA Solid Waste then in effect under the terms of the County's Waste Disposal System Operations Contract (if the County's Operations Contractor exceeds the Annual Baseline Tonnage of 1,260,236 tons for disposal, then the Operations Contractor's disposal rate of \$6.40 per ton as of July 1, 2016, and adjusted annually thereafter, will be included in the calculation of the Net Per Ton In-County Non-WDA Disposal Fee);
- (ii) the other specified payments to governmental agencies in the amounts then required (including any newly required payment or any payment made in substitution of an identified payment); and
- (iii) the amounts representing the allocation of costs for closure and postclosure maintenance and expansion costs (in the amounts set forth on Exhibit B, such amounts to be adjusted for Cost of Living increases in the same percentage amount as the actual change made to the per ton disposal fee charged by the County to the Cities which have a WDA with the County pursuant to the "Calculation for Escalation" contained in Section 4.2(B) of the WDA).

Formula: In-County Non-WDA Disposal Fee

Less Payment under the Waste Disposal System Operations Contract to the Operations Contractor (If the County's Operations Contractor exceeds the Annual Baseline Tonnage of 1,260,236 tons for disposal, then the Operations Contractor's disposal rate of \$6.40 per ton as of July 1, 2016, and adjusted annually thereafter, will be included in the calculation of the Net Per Ton In-County Non-WDA Disposal Fee).
 Payment to CalRecycle
 Payment to the Local Enforcement Agency
 Host Fee Payment to the City of Fontana
 Host Fee Payment to the City of Rialto
 Any other payment required to be made to local, State or Federal Agencies relative to the disposal of solid waste or fees collected relative to such disposal
 Allocation of costs for Closure and Postclosure
 Allocation of costs for expansion (construction of additional capacity)

Equals Net Per Ton In-County Non-WDA Disposal Fee

Exhibit B attached hereto is a draft example of the distribution of the WDA Cities' share of the Net Per Ton In-County Non-WDA Disposal Fee County revenue generated from Non-WDA In-County Users based on an example of a \$27.00 per ton In-County Non-WDA Disposal Fee. Exhibit B also outlines the current adjustments used to calculate the Net Per Ton In-County Non-WDA Disposal Fee. These adjustment amounts are subject to annual COLA adjustments effective July 1, 2016 and each July 1st thereafter during the term of this Agreement.

SECTION 8.5. Allocation of In-County City Fee. In consideration of the agreements of the City hereunder, the County will pay to the WDA Cities, in the aggregate, 50% of the Net Per Ton In-County Non-WDA Disposal Fee for each ton of In-County Non-WDA Solid Waste accepted for disposal at the Disposal System. Such fee is referred to herein as the "In-County City Fee". The remaining 50% of the Net Per Ton In-County Non-WDA Disposal Fee is being retained by the County. The In-County City Fee may be used by each city/town as it shall deem appropriate, in its sole discretion.

The In-County City Fee shall be further allocated among each of the WDA Cities on the basis of two separate criteria:

- (i) 50% of the In-County City Fee shall be divided equally among the WDA Cities, without regard for any other criteria; and
- (ii) 50% of the In-County City Fee shall be divided among the WDA Cities based on population, on a per capita basis, as published by the California Department of Finance, as of each May 1, each year during the term of the WDA.

The City's share of the In-County City Fee shall be paid to City in quarterly payments, within forty-five (45) days after the end of the calendar quarter (i.e., March, June, September, and December).

This Section 8 refers only to those waste disposal agreements with In-County Users that have a Contract Rate less than the WDA Contract Rate.

This Section 8 shall be in effect beginning July 1, 2016.

6. 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. 6 (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, 2016. In all events, the conditions in the forgoing sentence shall occur otherwise this Amendment No. 6 shall be null and void and without any effect whatsoever.
7. No other amendments. Except as modified in this Amendment (or in any prior Amendment(s)) all other terms and conditions of the WDA, including without limit those contained in any prior Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF SAN BERNARDINO

▶ _____
James Ramos, Chairman, Board of Supervisors

Dated: _____

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

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

(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 _____

Approved as to Legal Form
▶ _____
Julie Surber, Deputy County Counsel
Date _____

Reviewed by Contract Compliance
▶ _____
David Doublet, Chief Engineer
Date _____

Presented to BOS for Signature
▶ _____
Gerry Newcombe, Department Head
Date _____

**EXHIBIT B
IN-COUNTY NON-WDA DISPOSAL FEE ANALYSIS
DRAFT EXAMPLE**

Proposed Annual Burretec In-County Non-WDA Waste (City of SB @ 50% volume)	
Disposal Fee	\$27.00
Ops Contract	\$0.00 ¹
Calrecycle Fee	\$1.40
LEA Fee	\$0.47
Fontana Host Fee	\$3.10
Rialto Host Fee	\$3.10
Other State, Local fees	\$0.00
Closure and Post-Closure	\$3.28
Expansion Costs	\$4.53
Total Adjustments	(\$15.88)
Net In-County Non-WDA Disposal Fee	\$11.12
In-County City Fee (50%)	\$5.56

TPY (07/2016 thru 12/2017)		
Example of In-County Waste	Per Ton City Fee	Annual City Fee
San Bernardino	\$5.56	\$889,200
Former A19	\$5.56	\$1,206,520
Total		\$1,595,720
Even Distribution	50%	\$797,860
Per Capita Distribution	50%	\$797,860

City	1st Half of City Fee	Flat City Fee	01/01/15 Calif. DoF Population	Per Capita %	2nd Half of City Fee	Total
1 Fontana	6.67%	\$53,190.67	204,312	22.78%	\$181,778.66	\$234,969.32
2 Victorville	6.67%	\$53,190.67	121,168	13.51%	\$107,804.52	\$160,995.18
3 Rialto	6.67%	\$53,190.67	102,092	11.38%	\$90,832.39	\$144,023.05
4 Hesperia	6.67%	\$53,190.67	92,177	10.28%	\$82,010.90	\$135,201.57
5 Apple Valley	6.67%	\$53,190.67	71,396	7.96%	\$63,521.81	\$116,712.48
6 Colton	6.67%	\$53,190.67	53,384	5.95%	\$47,496.34	\$100,687.00
7 Highland	6.67%	\$53,190.67	54,332	6.06%	\$48,339.78	\$101,530.45
8 Yucaipa	6.67%	\$53,190.67	52,942	5.90%	\$47,103.09	\$100,293.75
9 Adelanto	6.67%	\$53,190.67	33,084	3.69%	\$29,435.20	\$82,625.87
10 29 Palms	6.67%	\$53,190.67	25,846	2.88%	\$22,995.47	\$76,186.14
11 Barstow	6.67%	\$53,190.67	23,407	2.61%	\$20,825.47	\$74,016.13
12 Loma Linda	6.67%	\$53,190.67	23,751	2.65%	\$21,131.53	\$74,322.20
13 Yucca Valley	6.67%	\$53,190.67	21,355	2.38%	\$18,999.78	\$72,190.45
14 Grand Terrace	6.67%	\$53,190.67	12,352	1.38%	\$10,989.71	\$64,180.38
15 Big Bear Lake	6.67%	\$53,190.67	5,165	0.58%	\$4,595.36	\$57,786.02
	100.00%	\$797,860.00	896,763	100.00%	\$797,860.00	\$1,595,720.00

County Benefit		
Rate	Adjustment	Net
\$27.00	(\$15.88)	\$5.56
		TOTAL \$1,595,720.00

MVSL Host City Fee Per Ton	MVSL Total Host Fee + A19 Share
\$3.10	
\$889,700	\$1,124,669
\$889,700	\$1,033,723
\$1,779,400	\$2,158,392

¹ If the County's Operations Contractor exceeds the Annual Baseline Tonnage of 1,260,236 tons for disposal, then the Operations Contractor's disposal rate of \$6.40 per ton as of July 1, 2016, and adjusted annually thereafter, will be included in the calculation of the Net Per Ton In-County Non-WDA Disposal Fee.

**AMENDMENT NO. 2
TO
WASTE DISPOSAL AGREEMENT**

On May 12, 1998, the City of Colton ("City") and the County of San Bernardino ("County") entered into a Waste Disposal Agreement (the "Waste Disposal Agreement") which is hereby amended as of this 19th day of March, 2002 ("Amendment No. 2").

Recitals

- A. On March 27, 2001 the County entered into a Solid Waste Operations Contract ("Operations Contract") with Burrtec Waste Industries, Inc. ("Contractor"). During each fiscal year during the term of the Operations Contract, the Contractor has the right and the obligation to dispose of at least 250,000 but not more than 300,000 tons of solid waste to the Disposal System. In Amendment No. 4 to the Operations Contract, entered into on March 5, 2002 the amount of solid waste to be delivered for disposal in the Disposal System from March 19, 2002 to and through June 30, 2002 is at least 20,830 but not more than 150,000 tons of solid waste.
- B. The solid waste which may be delivered to the Disposal System by the Contractor is defined in Article 19 of the Operations Contract as solid waste that is: (i) allowed to be disposed of in the Disposal System pursuant to federal, state and local law; (ii) not being delivered to the Disposal System as of the date of the Operations Contract; (iii) being processed at the West Valley Material Recovery Facility or the Robert A. Nelson Transfer Station; and (iv) delivered to the Disposal System in transfer trailers. Such solid waste is referred to as the "Article 19 Solid Waste."
- C. The amount to be paid to the County by the Contractor for the disposal of Article 19 Solid Waste is \$20.50 per ton, to be adjusted for Cost of Living increases in the same percentage amount as the actual change made to the per ton disposal fee charged by the County to Cities which have a Waste Disposal Agreement ("WDA") with the County pursuant to the "Calculation for Escalation" contained in Section 4.2 (B) of the WDA. Such per ton disposal fee is referred to as the "Article 19 Disposal Fee."
- D. The current Contract Rate payable by City to County for the disposal of solid waste under the Waste Disposal Agreement is higher than the Article 19 Disposal Fee.
- E. City contends that absent agreement by the Cities to the contrary, Section 3.5(A) of the Waste Disposal Agreement prohibits the County from allowing the disposal of Article 19 Waste at the Article 19 Disposal Fee unless the County

makes available to the City a Contract Rate equal to the Article 19 Disposal Fee. The County disputes this contention.

F. Notwithstanding their dispute, the County and City agree that there will be benefits to the Disposal System and accordingly to the County, as the owner/operator of the Disposal System, and to the City, as a user of the Disposal System, of accepting Article 19 Solid Waste for disposal in the Disposal System. Accordingly, on the terms provided herein, both City and County agree relative to the acceptance of Article 19 Solid Waste to a limited waiver of their respective rights and further, the County agrees to share a portion of such Article 19 Disposal Fee (the "Article 19 City Fee") with each City that entered into a Waste Disposal Agreement, including City ("WDA Cities").

G. The purpose of this Amendment No. 2 is to acknowledge that: (i) City agrees to waive its right under the provisions of Section 3.5(A) hereof with respect to the Operations Contract, including the right of the County to accept Article 19 Solid Waste on payment of Article 19 Disposal Fee without being required to offer to City to adjust the current or future Contract Rate to equal the Article 19 Disposal Fee; (ii) County agrees to waive any right it may have to accept Article 19 Solid Waste except as provided herein; and (iii) that the County and City agree on the method of calculating and sharing with City its share from the receipt of the Article 19 Disposal Fee, as described herein. This Amendment No. 2 shall become effective only if and when all WDA Cities, including City, have adopted and executed a counterpart of this Amendment No. 2 without modifications and the County has adopted and executed each counterpart of this Amendment No. 2. Attached as Exhibit A is a list of WDA Cities and their respective share of Article 19 City Fee.

H. Pursuant to Amendment No. 4 to the Operations Contract, the County must mail notice to Contractor on or before March 19, 2002 of its decision to cancel the right of Contractor to deliver Article 19 Solid Waste to the Disposal System. If the County fails to take such action by such date (absent a further amendment of the Operations Contract to extend such date) then Contractor's rights to dispose of Article 19 Solid Waste in the Disposal System become effective.

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

1. Limited Waiver of City's Rights Under Waste Delivery Agreement and Right of County to Accept Article 19 Solid Waste. The parties agree that, for the term of the Operations Contract (including any extensions of term currently contained in the Operations Contract) the County may accept Article 19 Solid Waste from Contractor for disposal in the Disposal System in the amount of at least 250,000 but not more than 300,000 tons of solid waste to the Disposal System and for the period of March 19, 2002 to and through June 30, 2002, in

the amount of at least 20,830 but not more than 150,000 tons of solid waste. Upon payment of the Article 19 City Fee and satisfaction of the other requirements of the Operations Contract and of this Amendment No. 2, the County will not be required to offer City a Contract Rate equal to the Article 19 Disposal Fee in accordance with Section 3.5(A) of the Solid Waste Agreement, *provided that* such acceptance of Article 19 Solid Waste will not impair the rights of the WDA Cities under the provisions of Section 3.5(B) of the Solid Waste Agreement.

2. Limited Waiver of County's Rights Under Waste Delivery Agreement and Right of County to Accept Article 19 Solid Waste. The parties agree that, for the term of the Operations Contract (including any extensions of term currently contained in the Operations Contract) the County agrees to accept Article 19 Solid Waste from Contractor for disposal in the Disposal System only in the amounts specified in paragraph 1 of this Amendment and only upon payment of the Article 19 City Fee and satisfaction of the other requirements of the Operations Contract and of this Amendment No. 2.

3. Calculation of Net Per Ton Article 19 Disposal Fee. For purposes of this Amendment, the Net Per Ton Article 19 Disposal Fee shall consist of the Article 19 Disposal Fee, then in effect, under the terms of the Operations Contract, less the following payments:

(i) the amount of the required payment to Contractor for disposing of such Article 19 Solid Waste then in effect under the terms of the Operations Contract;

(ii) the other specified payments to governmental agencies in the amounts then required (including any newly required payment or any payment made in substitution of an identified payment); and

(iii) the amounts representing the allocation of costs for closure, postclosure maintenance and construction of additional disposal capacity (in the amounts set forth on Exhibit "B", such amounts to be adjusted for Cost of Living increases in the same percentage amount as the actual change made to the per ton disposal fee charged by the County to Cities which have a Waste Disposal Agreement ("WDA") with the County pursuant to the "Calculation for Escalation" contained in Section 4.2(B) of the WDA).

Formula: Article 19 Disposal Fee

Less Payment under Operations Contract to Contractor
Payment to California Integrated Waste Management Board
Payment to Local Enforcement Agency
Payment to the City of Fontana

Any other payment required to be made to local, State or Federal Agencies relative to the disposal of solid waste or fees collected relative to such disposal *

Allocation of costs for Closure and Postclosure

Allocation for costs of construction of Additional CapaCity

Equals Net Per Ton Article 19 Disposal Fee.

* The parties acknowledge that the County currently owes \$2.00 per ton to the City of Rialto, as adjusted by the Cost of Living Index, but is not obligated to make any out of pocket payment of such amount until its Credit For Prepayment is exhausted, an event expected to occur in approximately 2009, at which time such payment will be applicable to the calculation of the Net Per Ton Article 19 Disposal Fee.

Exhibit B, attached hereto sets forth the calculation of the Net Per Ton Article 19 Disposal Fee in effect as of the date hereof.

4. Allocation of Article 19 City Fee. In consideration of the agreements of the City hereunder, the County will pay to the WDA Cities, in the aggregate, 50% of the Net Per Ton Article 19 Disposal Fee for each ton of Article 19 Solid Waste accepted for disposal at the Disposal System. Such fee is referred to herein as the "Article 19 City Fee". The remaining 50% of the Net Per Ton Article 19 Disposal Fee is being retained by the County. The Article 19 City Fee may be used by each City as it shall deem appropriate, in its sole discretion.

The Article 19 City Fee shall be further allocated among each of the WDA Cities on the basis of two separate criteria:

(i) 50% of the Article 19 City Fee shall be divided equally among the WDA Cities, without regard for any other criteria; and

(ii) 50% of the Article 19 City Fee shall be divided among the WDA Cities based on population, on a per capita basis, as published by the California Department of Finance, as of each May 1, each year during the term of the WDA.

The allocation of the Article 19 City Fee among each WDA Cities for fiscal year 2001-02 is set forth in Exhibit "A," attached hereto and made a part hereof. For illustration purposes only, Exhibit A assumes an Article 19 City Fee of \$1,000,000.

The City's share of the Article 19 City Fee shall be paid to City in quarterly payments, within forty five (45) days after the end of the calendar quarter (i.e., March, June, September and December); *provided that* the payment for the fiscal year 2001-02 shall be paid in full on or before August 15, 2002.

5. Effective Date. This Amendment shall be effective if and only when all cities listed on Exhibit "A" have adopted and executed a counterpart of this Amendment No. 2 and such amendment has been adopted and executed by the County. In all events, the conditions in the forgoing sentence necessary for this Amendment No. 2 to be effective shall occur on or before March 19, 2002, otherwise this Amendment No. 2 shall be null and void and without any effect whatsoever.

6. No other amendments. Except as modified in this Amendment No. 2 (or in any prior amendment) all other terms and conditions of the Waste Disposal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year set forth below.

COUNTY OF SAN BERNARDINO

CITY

Fred Aguiar, Chairman, Board of Supervisors

By: _____
Title: _____

Date: _____

Date: _____

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

RENEE BASTIAN
Clerk of the Board of Supervisors

By: _____

Date: _____

Approved as to form:

ALAN K. MARKS, County Counsel
San Bernardino County, California

BY: _____
Deputy

Date: _____

Exhibit "A"

**CITY'S SHARE OF ARTICLE 19 CITY FEE
FOR FISCAL YEAR 2001-02**

<u>CITY</u>	<u>1st Half of City Fee</u>	<u>Flat City Fee</u>	<u>Population</u>	<u>Per Capita %</u>	<u>2nd Half of City Fee</u>	<u>Total</u>
1. Apple Valley	6.66%	\$ 33,300.00	56,000	*6.62%	\$ 33,090.08	\$ 66,390.08
2. Barstow	6.66	33,300.00	21,550	2.55	12,733.77	46,033.77
3. Big Bear Lake	6.66	33,300.00	5,625	0.66	3,323.78	36,623.78
4. Colton	6.66	33,300.00	49,050	5.80	28,983.37	62,283.37
5. Fontana	6.66	33,300.00	135,100	15.96	79,829.82	113,129.82
6. Grand Terrace	6.66	33,300.00	11,850	1.40	7,002.10	40,302.10
7. Hesperia	6.66	33,300.00	64,200	7.59	37,935.41	71,235.41
8. Highland	6.66	33,300.00	45,600	5.39	26,944.78	60,244.78
9. Loma Linda	6.66	33,300.00	19,400	2.29	11,463.35	44,763.35
10. Rialto	6.66	33,300.00	94,700	11.19	55,957.69	89,257.69
11. San Bernardino	6.66	33,300.00	190,200	22.47	112,388.10	145,688.10
12. Twentynine Palms	6.66	33,300.00	25,850	3.06	15,274.62	48,574.62
13. Victorville	6.66	33,300.00	67,600	7.99	39,944.46	73,244.46
14. Yucaipa	6.66	33,300.00	42,250	4.99	24,965.29	58,265.29
15. Yucca Valley	<u>6.66</u>	<u>33,300.00</u>	17,200	2.03268	<u>10,163.38</u>	<u>43,463.38</u>
	100.00%	\$499,500.00			\$500,000.00	\$999,500.00

* Totals may not add up due to rounding up. A \$1,000,000 Article 19 City Fee is assumed in this Exhibit for illustration purposes only.

Exhibit "B"

**NET PER TON ARTICLE 19 DISPOSAL FEE
AS OF THE DATE HEREOF**

Article 19 Disposal Fee	\$20.50
<u>Less:</u> Payment under Operations Contract to Contractor	\$ 6.50
Payment to California Integrated Waste Management Board	\$ 1.34
Payment to Local Enforcement Agency	\$ 0.78
Payment to the City of Fontana	\$ 2.07
Any other payment required to be made to local, State or Federal agencies relative to the disposal of solid waste Or fees collected relative to such disposal	\$ 0.00
Allocation of costs for closure and postclosure	\$ 0.34
Allocation of costs for construction of additional capacity	\$ 2.10
Net per ton Article 19 Disposal Fee	\$7.37
"Article 19 City Fee" consisting of 50% of the Net Per Ton Article 19 Disposal Fee	\$3.685

**AMENDMENT No. 3
TO
WASTE DELIVERY AGREEMENT**

APPROVED BY CITY COUNCIL Date <u>11/4/03</u> Item # <u>15</u>
--

On May 12, 1998, the City of Colton ("City") and the County of San Bernardino ("County") entered into a Waste Disposal Agreement (the "WDA") which is hereby amended as of this ____ day of _____, 2003 ("Amendment No. 3").

Recitals

A. On March 27, 2001 the County entered into a Solid Waste Operations Contract ("Operations Contract") with Burrtec Waste Industries, Inc. ("Contractor"). During each fiscal year during the term of the Operations Contract, the Contractor has the right and the obligation to dispose of at least 250,000 but not more than 300,000 tons of solid waste to the Disposal System. In Amendment No. 4 to the Operations Contract, entered into on March 5, 2002 the amount of Article 19 Solid Waste to be delivered for disposal in the Disposal System from March 19, 2002 to and through June 30, 2002 was at least 20,830 but not more than 150,000 tons of solid waste. In Amendment No. ____ to the Operations Contract, to be entered into concurrently with this Amendment, the amount of Article 19 Solid Waste that is acceptable for disposal in the Disposal System for the month of June 2003 is to be at least 20,834 but not more than 31,250 tons of solid waste.

B. In Amendment No. 2: (i) City agreed to waive its right under the provisions of Section 3.5(A) of the WDA with respect to the Operations Contract, including the right of the County to accept Article 19 Solid Waste on payment of Article 19 Disposal Fee without being required to offer to City to adjust the current or future Contract Rate to equal the Article 19 Disposal Fee; (ii) County agreed to waive any right it may have to accept Article 19 Solid Waste except as provided in Amendment No. 1; and (iii) the County and City agreed on the method of calculating and sharing with City its share from the receipt of the Article 19 Disposal Fee, as described in Amendment No. 2.

C. The Contractor under the Operations Contract has stated that it has control over 75,000 additional tons per year of solid waste that satisfies the definition of Article 19 Solid Waste within the meaning of the Operations Contract and that it desires to bring such waste to the Disposal System for disposal as Article 19 Solid Waste.

D. The County and City agree that it is in the interests of both parties to allow the Contractor to bring the additional 75,000 tons of Article 19 Solid Waste for disposal in the Disposal System, under the same terms and conditions as set out in Amendment No. 1 to the WDA. Thus, the purpose of this Amendment No. 3 to the WDA is to increase the maximum amount of Article 19 Solid Waste that is

acceptable for disposal in the Disposal System from 300,000 tons per Contract Year to 375,000 per Contract Year.

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

1. Amendment to Section 1 of Amendment No. 2 to the WDA Regarding Limited Waiver of City's Rights Under WDA and Right of County to Accept Article 19 Solid Waste. The parties agree that Section 1 of Amendment No. 2 shall be revised by adding the following:

Notwithstanding the forgoing, commencing on the effective date of Amendment No. 3, and for the term of the Operations Contract (including any extensions of term currently contained in the Operations Contract), the County may accept Article 19 Solid Waste from Contractor for disposal in the Disposal System in the amount of at least 250,000 but not more than 375,000 tons of solid waste and for the month of June 2003, in the amount of at least 20,834 but not more than 31,250 tons of solid waste.

All other terms and conditions of Section 1 of Amendment No. 2 shall remain in full force and effect and are not amended by the provisions of this Amendment No. 3.

2. Effective Date. This Amendment shall be effective if and only when all cities listed on Exhibit "A" to Amendment No. 3 have adopted and executed a counterpart of this Amendment No. 3 and such amendment has been adopted and executed by the County. In all events, the conditions in the forgoing sentence necessary for this Amendment No. 3 to be effective shall occur on or before December 31, 2003, otherwise this Amendment No. 3 shall be null and void and without any effect whatsoever.

3. No other amendments. Except as modified in this Amendment No.3 (or in any prior amendment) all other terms and conditions of the WDA, including without limit those contained in Amendment No. 2, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year set forth below.

COUNTY OF SAN BERNARDINO

CITY OF COLTON



Dennis Hansberger, Chairman, Board of Supervisors

By: Daryl Parrish
Title: City Manager

Date: _____

Date: 11/11/03

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

RENEE BASTIAN
Clerk of the Board of Supervisors

By: _____

Date: _____

Approved as to form:

ALAN K. MARKS, County Counsel

BY: _____
Deputy

Date: _____

**AMENDMENT No. 3
EXHIBIT "A"**

LIST OF WASTE DELIVERY AGREEMENT CITIES AND TOWNS

Town of Apple Valley
City of Barstow
City of Big Bear Lake
City of Colton
City of Fontana
City of Grand Terrace
City of Hesperia
City of Highland
City of Loma Linda
City of Rialto
City of San Bernardino
City of Twentynine Palms
City of Victorville
City of Yucaipa
Town of Yucca Valley

AMENDMENT NO. 4 TO THE
WASTE DISPOSAL AGREEMENT

On May 12, 1998 the City of Colton ("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. Following the adoption of the WDA, changes in law occurred relating to the length of the required notice to be given prior to the adoption of certain fees.
- B. Recently, the County has adopted a new policy of enacting its revised fees earlier in the calendar year.
- C. Based on the forgoing, it will assist both the City and the County if the annual cost of living adjustment to the Contract Rate, provided for in Section 4.2(B) of the WDA, is calculated earlier in a given calendar year. To accomplish this goal, the parties have agreed in this Amendment to adjust the dates used to establish the change in the cost of living to an earlier date, thus allowing the earlier calculation of the required annual cost of living adjustment.
- D. While this Amendment changes the date of the calculation of the change in the cost of living, it does not change the date that such change is effective. The change in the Contract Rate to reflect the annual cost of living adjustment will continue to be effective on July 1 of each year.

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

- 1. Amended Section 4.2(B) of the WDA. Section 4.2(B) of the WDA is amended to read:

(B) Calculation of Escalation. For purposes of Section 4.2(A)(ii), the Contract Rate shall be adjusted in accordance with the formula described in this Section each July 1 during the term hereof, commencing July 1, 1999. The adjustment shall be calculated in accordance with the following formula:

$$\text{Contract Rate} = \text{Fixed Portion} + [\text{Escalating Portion} \times \text{Index}]$$

Where,

$$\text{Fixed Portion} = \$10.87$$

$$\text{Escalating Portion} = \$17.63$$

Index = Price Index, which shall be determined in accordance with the following formula:

$$I = .7[\text{PPI}_1/\text{PPI}_2] + .3[\text{E}_1/\text{E}_2]$$

PPI₁ = The Producer Price Index, Industrial Commodities, as published by the United States Department of Labor Statistics in the publication *Producer Price Indices*, Table 6, for the month of February in the year the adjustment is being made (e.g., the first adjustment will use the February, 1999 value)

PPI₂ = Producer Price Index, Industrial Commodities for the month of February, 1998

EI₁ = Employment Cost Index, Compensation, Private Industry Workers, as published by the United States Department of Labor Statistics in the publication *Monthly Labor Review*, Table 22, for the last quarter of the year preceding the year the adjustment is being made (e.g., the first adjustment will use the last quarter, 1998 value)

EI₂ = Employment Cost Index, Compensation, Private Industry Workers established for the last quarter of 1997

The adjustment effective on July 1, 2011, and all subsequent adjustments, will be calculated as provided above, except that the parameters of the Index (i.e., I) shall be defined as follows:

PPI₁ = The Producer Price Index, Industrial Commodities Commodity Data, as published at the United States Department of Labor, Bureau of Labor Statistics web site, Series ID WPU03 thru15 for the month of September in the year prior to the year for which the adjustment is being made (e.g., the adjustment effective July 1, 2011 will use the September 2010 value)

PPI₂ = Producer Price Index, Industrial Commodities Commodity Data for the month of September, 1997

EI₁ = Employment Cost Index, Total Compensation, Private Industry All Workers, as published at the United States Department of Labor, Bureau of Labor Statistics web site, Series ID: CIU201000000000I for the last quarter of the year preceding the year for which the adjustment is being made (e.g., the adjustment effective July 1, 2011 will use the third quarter, 2010 value)

EI₂ = Employment Cost Index, Compensation, Private Industry All Workers, as published at the United States Department of Labor, Bureau of Labor Statistics web site, Table 3, established for the third quarter of 1997

If at any time either the Employment Cost Index or the Producer Price Index is no longer published, or are otherwise unavailable, then the Cost of Living Adjustment shall be determined by using standard official statistics measuring changes to, respectively, labor costs and cost of materials, as the parties shall mutually agree.

All other terms and conditions of Section 4.2 shall remain in full force and effect and are not amended by the provisions of this Amendment.

/

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

CITY OF COLTON

COUNTY OF SAN BERNARDINO

By: [Signature]

By: [Signature]

Name: DAVID R. ZANORA
Print Name

Chairman, Board of Supervisors

Title: MAYOR

Date: MAR 15 2011

Date: 3/8/11

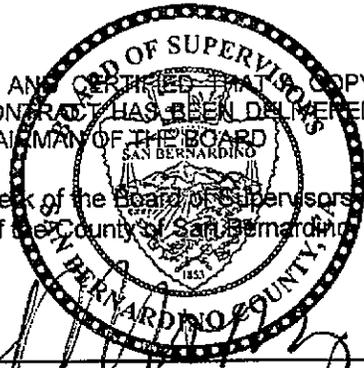
ATTEST:

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

Clerk of the Board of Supervisors
Of the County of San Bernardino

By: [Signature]
City Clerk

By: [Signature]
Deputy



APPROVED AS TO FORM:
CITY ATTORNEY

APPROVED AS TO FORM:
COUNTY COUNSEL SAN BERNARDINO
COUNTY, CALIFORNIA

By: [Signature]

By: [Signature]

Date: 3-8-11

Date: 3-10-11

EXHIBIT A

CITIES/TOWNS WITH A WASTE DELIVERY AGREEMENT
WITH THE COUNTY OF SAN BERNARDINO

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. SAN BERNARDINO
13. TWENTYNINE PALMS
14. VICTORVILLE
15. YUCAIPA
16. YUCCA VALLEY

DEPARTMENT OF PUBLIC WORKS

FLOOD CONTROL • LAND DEVELOPMENT & CONSTRUCTION • OPERATIONS
SOLID WASTE MANAGEMENT • SURVEYOR • TRANSPORTATION



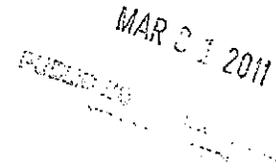
COUNTY OF SAN BERNARDINO

SOLID WASTE MANAGEMENT DIVISION

222 West Hospitality Lane, Second Floor • San Bernardino, CA 92415-0017 • (909) 386-8701
Administration/Engineering Fax (909) 386-8900

GRANVILLE M. "BOW" BOWMAN, P.E., P.L.S.
Director of Public Works

March 28, 2011



Ms. Maritza Tapia
Recycling Coordinator
City of Colton
650 North La Cadena Drive
Colton, CA 92324

SUBJECT: AMENDMENT TO WASTE DELIVERY AGREEMENT (WDA) BETWEEN THE CITY AND THE COUNTY OF SAN BERNARDINO

Dear Ms. Tapia:

On March 15, 2011, the San Bernardino County Board of Supervisors approved the amendment to the WDA to change the dates used to establish the cost of living adjustment to an earlier date. Attached is an original, fully executed copy for your records.

Sincerely,

MARY PATTERSON
Solid Waste Analyst

cc: Gerry Newcombe

Board of Supervisors

GREGORY C. DEVEREAUX Chief Executive Officer	BRAD MITZELFELT First District	NEIL DERRY Third District
	JANICE RUTHERFORD Second District	GARY C. OVITT Fourth District
	JOSIE GONZALES Fifth District	

AMENDMENT NO. 5 TO THE
WASTE DISPOSAL AGREEMENT

On May 12, 1998 the City of Colton ("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. In connection with the on-going administration of the WDA, the Parties have determined it is now in their best interests to change the termination date to June 30, 2016.
- B. This change in the termination date will assist both the City and the County in planning for future fiscal years' budgeting of solid waste disposal services and costs.
- C. The City of San Bernardino's WDA shall terminate on December 16, 2012 at 11:59 p.m. and the solid waste from the City of San Bernardino will not be deposited in the Colton Sanitary Landfill for the term of this extension; and
- D. Due to the aforementioned termination of the City of San Bernardino's WDA, it has been estimated by the County that the Colton Sanitary Landfill will have sufficient landfill capacity to operate for an additional eighteen to twenty-four months.
- E. The County will not accept any waste at Colton Landfill that is not generated from a WDA city or unincorporated area of the County of San Bernardino.

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

- 1. Amended ARTICLE VI TERM, Section 6.1 EFFECTIVE DATE AND TERM. (A) Term. This section is amended 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, 2016 unless earlier terminated in accordance with its terms.

- 2. Effective Date. This Amendment shall be effective if and only when all fourteen cities listed on Exhibit "A" have each adopted and executed a counterpart of this Amendment No. 5 (the amendment number may differ for each city listed on Exhibit "A") on or before October 31, 2012 and such amendment has been adopted and executed by the County on or before December 18, 2012. In all events, the conditions in the forgoing sentence shall occur otherwise this Amendment No. 5 shall be null and void and without any effect whatsoever.
- 3. No other amendments. Except as modified in this Amendment (or in any prior Amendment(s)) all other terms and conditions of the WDA, including without limit those contained in any prior Amendment, shall remain in full force and effect.

/

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

CITY OF COLTON

By: *Sarah S. Zamora*

Name: Sarah S. Zamora
Print Name

Title: Mayor

Date: 1/16/2013

ATTEST:

By: *Shirley C. Brown*
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By: *J. A. [Signature]*

Date: 2/13/13

ATTACHMENT 3

Amendment No. 1 to
Amended and Restated Agreement between
The City of Colton
and
Republic Services of Southern California, LLC
for
Collection of Municipal Solid Waste

1

Amendment No. 1 to Amended and Restated Agreement
for Collection of Municipal Solid Waste

Amendment No. 1 to Amended and Restated Agreement
for Collection of Municipal Solid Waste

This Amendment No. 1 to the Amended and Restated Agreement for Collection of Solid Municipal Solid Waste (“Amendment”) is entered into as of this ___ day of May, 2016 by and between the City of Colton, a municipal corporation organized and operating under the laws of the State of California (“City”), and Republic Services of Southern California, LLC, a Delaware Limited Liability Company (“Contractor”), collectively “the Parties”, as follows:

RECITALS

This Amendment is entered into on the basis of the following facts and understandings of the Parties hereto:

- A. Whereas, the Parties entered into the Amended and Restated Agreement between the City of Colton and Republic Services of Southern California LLC for Collection of Municipal Solid Waste (“Agreement”) effective Jul 1, 2015; and
- B. Whereas, the City is considering not extending the Waste Disposal Agreement (“WDA”) with the County of San Bernardino past the expiration date of June 30, 2016; and
- C. Whereas, the City is desirous of ensuring that it has adequate resources for administration and oversight of the Agreement in the absence of extending the WDA and receiving County rebate monies associated with the WDA; and
- D. Whereas, the Contractor desires to ensure that Contractor is able to recover a portion of its program and operations costs incurred to provide the Services pursuant to the Agreement; and
- E. Whereas, the Parties have negotiated the provisions of this Amendment to address the City’s and Contractor’s concerns regarding the adequacy of administration and oversight monies and recovery of a portion of Contractor’s program and operations costs associated if the WDA was to be extended, and by this Amendment desire to fully memorialize the resolution of the concerns of each party including the WDA not being extended; and
- F. Whereas, as of the effective date of this Amendment, Collector and City are in compliance with all terms and conditions of the Franchise Agreement;

NOW THEREFORE, in consideration of the mutual covenants and consideration set forth in this Amendment, the Parties do agree and amend the Agreement as follows:

AMENDMENT

1. The above recitals are a material element of this Amendment and are incorporated in this paragraph 1 as though fully set forth herein.

2. a. Section 4.06 of the Agreement, "Disposal Facility", is amended to delete the following sentence in its entirety:

~~"City shall have the right during the Term to direct Contractor to use a WDA disposal facility or landfill, in which case Contractor shall be entitled to a rate adjustment if such direction causes the Tipping Fee Component to increase greater than the annual index adjustment provided for in Section 9.05."~~

b. Section 4.06 of the Agreement, "Disposal Facility", is amended to delete "or such later date as agreed to by City and County" from the first paragraph of Section 4.06 on p. 18 and add the following sentence to the end of the first unnumbered paragraph on p. 18:

"Effective June 30, 2016 and for the remainder of the Term, the City of Colton shall not extend or participate in the WDA with the County."

3. Section 8.04 of the Agreement, "City MSW Administrative and Impact Fee", is amended to add the following provisions as a new additional paragraph:

"Effective July 1, 2016, the MSW Administrative and Impact Fee pursuant to this section 8.04 of the Franchise Agreement will be increased by the following payments:

- January 9, 2017 \$500,000 (lump sum for period July 1 2016 - June 30, 2017)
- July 1, 2017 thru June 30, 2018 \$500,000 (in 12 monthly installments @ \$41,667 month)
- July 1, 2018 thru June 30, 2025 \$225,000 (in monthly installments @ \$18,750 month)

- July 1, 2025 thru June 30, 2026 \$175,000 (in monthly installments @ \$14,583 month).”

4. Section 9.05 of the Agreement, “Escalation”, is amended to delete the third unnumbered paragraph on p. 26, continuing onto p. 27 top of page, replaced in its entirety with the following paragraph:

“The Parties agree and establish that the Tipping Fee Component for Disposal, Recyclable and Green Waste is \$47.25 effective July 1, 2016 and for the remainder of the Term for all tons of MSW collected by Contractor, and is subject to annual adjustment thereafter for the remainder of the Term effective July 1, 2017 pursuant to this paragraph 9.05.”

6. Subject to the amendments herein provided to section 4.06 and 8.04 and the establishment of the Tipping Fee Component pursuant to Section 9.05 effective July 1, 2016, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, both Parties have executed this Amendment to the Agreement on the day and year below written and have agreed to be bound by the terms and provisions hereof.

Dated: _____, 2016

CITY OF COLTON

Richard DeLaRosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk

REPUBLIC SERVICES OF SOUTHERN CALIFORNIA, LLC

Heath Eddleblute, Area President