

**FIRST AMENDMENT TO
SOLID WASTE MANAGEMENT SERVICES FRANCHISE AGREEMENT**

This First Amendment ("First Amendment") is entered into this 13TH day of September, 2022, by and between the City of San Dimas, a municipal corporation, hereinafter referred to as "City", and USA Waste of California, Inc., a Delaware corporation dba Waste Management of San Gabriel/Pomona Valley, hereinafter referred to as "Contractor" to amend the Solid Waste Franchise Agreement made and entered into in the County of Los Angeles, State of California on October 31, 2017 ("Agreement") by and between City and Contractor . All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to them in the Agreement.

Recitals

WHEREAS, City approved the Agreement on October 31, 2017 and

WHEREAS, City and Contractor desire to amend the Agreement to amend language of the Agreement to change the months in which the Service Component is calculated to allow City adequate time to review the proposed rate adjustment prior to the implementation of the proposed rates.

NOW, THEREFORE, for good and valuable consideration and for the foregoing recitals and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. Section 22.6.1.1 (Service Component) of the Agreement shall be delated and replaced in its entirety with the following language:

Service Component. The Service Component comprises seventy five percent (75%) of the overall rates. The Service Component shall be adjusted annually by the percentage change in the Consumer Price Index, series CUUSA421SA0, Los

Angeles – Riverside – Orange County, CA all items, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (“CPI”), by calculating the average of the changes in the CPI between each month during the August to July period immediately preceding the date of the rate adjustment and the same month in the preceding year. Notwithstanding the above, no annual maximum adjustment to the Service Component shall exceed a total of five percent (5%) for any given annual adjustment nor decreased (reduced more than zero percent (0%)). To the extent that a rate increase or decrease otherwise allowable is not granted due to this limitation, any excess above five percent (5%) or any decrease, as the case may be, shall be rolled over and applied to subsequent annual maximum adjustments of the Service Component until fully utilized.

2. This First Amendment will become effective on the date first written above (the “Effective Date”).
3. Except to the extent the Agreement is specifically amended hereby, the Agreement together with its exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of the Parties arising thereunder.
4. This First Amendment shall be governed by and construed by the laws of the State of California without reference to its conflicts of laws principles.
5. This First Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this First Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this First Amendment.

6. This First Amendment constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, City and Contractor have executed this First Amendment as of the Effective Date.

ATTEST:

DeLuBlack
CITY CLERK

CITY OF SAN DIMAS

By: Chris Constantin
Chris Constantin
Title: City Manager
Date: 10/13/2022

APPROVED AS TO FORM:

Jeff Malawy
CITY ATTORNEY
Jeff Malawy

USA WASTE OF CALIFORNIA, INC., a
Delaware corporation

By: Michael Hammer
Michael Hammer
Title: President-Southern California Area
Date: 10/7/2022