

## Exhibit A

### **FIRST AMENDMENT TO SOLID WASTE SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO SOLID WASTE SERVICES AGREEMENT (this "Amendment"), by and between the TOWN OF MAMMOTH LAKES, a municipal corporation of the state of California (the "Town"), and MAMMOTH DISPOSAL COMPANY, a California corporation ("Contractor"), is entered into as of November 16, 2022. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Solid Waste Services Agreement, dated October 1, 2020 (the "Agreement"), by and between the Town and Contractor.

### **RECITALS**

WHEREAS, the Town and Contractor entered into the Agreement, whereby the Town and Contractor agreed that Contractor would provide for the Collection, transportation, Processing, and Disposal of Solid Waste generated within the incorporate limits of the Town, upon the terms and conditions set forth in the Agreement;

WHEREAS, for the first six (6) years of the Initial Term, the rate adjustments contemplated by Section 22.B. of the Agreement are fixed at 5.6%;

WHEREAS, since the execution of the Agreement, the CPI-U has materially increased in excess of what the Parties ever anticipated;

WHEREAS, the Parties agree and acknowledge that the fixed 5.6% rate adjustment set by Section 22.B. is not adequate to cover the increased costs experienced by Contractor since the effective date of the Agreement; and

WHEREAS, the parties desire to amend the Agreement to revise the terms of Section 22.B. to address the increase in the CPI-U starting on January 1, 2023, through January 1, 2026.

### **AMENDMENT**

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO AMEND THE AGREEMENT, AS FOLLOWS:

1. **Incorporation of Recitals.** The foregoing recitals are agreed to, accepted and incorporated herein by reference.

2. **Amendment to Section 22.B. (Rate Adjustments).** The Town and Contractor hereby agree to amend Section 22.B (Rate Adjustments) of the Agreement to provide that, from January 1, 2023, through January 1, 2026, in addition to the fixed 5.60% rate adjustment contemplated by Section 22.B., the rates to be paid to Contractor for Bins, Multi-Family Containers, Yard Waste Containers, Recycling Containers, and Single Family Containers and Transfer Station rates set forth in **Exhibit B** shall also be increased by an amount equal to one hundred percent (100%) of the percentage change in the Consumer Price Index, series CPI-U for the Los Angeles-Long Beach-Anaheim area published by the Bureau of Labor Statistics of the U.S., Department of Labor; provided, however, that (i) such additional increase shall be subject to

compliance with the notice and protest requirements of Article XIID, Section 6, of the California Constitution; (ii) no such additional rate increase shall be less than one percent (1%) or more than four percent (4%); and (iii) no such additional rate increase shall be granted if a majority protest has occurred, pursuant to Article XIID, Section 6, of the California Constitution.

3. **Counterparts.** This Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

4. **Ratification.** All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term “Agreement” in this Amendment and in the original Agreement shall include the terms contained in this Amendment.

5. **Conflicting Provisions.** In the event of any conflict between the original terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

6. **Authorization.** Each party executing this Amendment represents and warrants that it is duly authorized to cause this Amendment to be executed and delivered.

*[Remainder of page intentionally left blank;  
Signature page immediately follows.]*

IN WITNESS THEREOF, the Town and Contractor have executed this First Amendment to Solid Waste Services Agreement this 16th day of November 2022.

**TOWN:**

**TOWN OF MAMMOTH LAKES**

By: \_\_\_\_\_  
Town Manager  
Daniel C. Holler

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk  
Jamie Gray

**CONTRACTOR:**

**MAMMOTH DISPOSAL COMPANY**

By: \_\_\_\_\_  
Regional Vice President  
Daniel Schooler

By: \_\_\_\_\_  
Its: Assistant Secretary