

AMENDMENT NO. 11
To
UNIFIED FRANCHISE AGREEMENT
For the Exclusive Collection of Solid Waste and
Recyclables in Unincorporated Monterey Between
COUNTY OF MONTEREY
And
USA WASTE OF CALIFORNIA, INC.,
DBA CARMEL MARINA
CORPORATION

This AMENDMENT NO. 11 is made to the UNIFIED FRANCHISE AGREEMENT for the exclusive collection of solid waste and recyclables in unincorporated Monterey County dated February 9, 2010, and amended via AMENDMENT NO. 1 dated February 3, 2012 to adjust rates; AMENDMENT NO. 2 dated November 13, 2012 to adjust rates; AMENDMENT NO. 3 dated February 3 2014 to adjust rates, edit the "Waste Screening Protocol", and delete certain sections in Article 17; AMENDMENT NO. 4 dated December 23, 2014 to adjust rates, establish funding of billing reviews [Article 12], and address retroactive adjustments [Article 13]; AMENDMENT NO. 5 dated January 6, 2016 to edit Articles 1, 2, 3, 4, 6, 7, 8, 9, and 13 to adjust rates and add "Food Waste" rates/category; AMENDMENT NO. 6 dated April 7, 2017 to amend Exhibit 1 by adding Form 5-B to add organics service and accompanying rates; AMENDMENT NO. 7 dated January 10, 2018 to adjust rates, AMENDMENT NO. 8 dated April 1, 2019 to adjust rates and add contamination penalties, AMENDMENT NO. 9 dated March 2020 to adjust rates; and AMENDMENT NO. 10 dated June 8, 2020 to extend the AGREEMENT to August 31, 2020 (hereafter, collectively referred to as "AGREEMENT"), by and between the County of Monterey (hereafter, "COUNTY") and USA WASTE OF CALIFORNIA, INC., dba CARMEL MARINA CORPORATION (hereafter, "CONTRACTOR")(collectively referred to as the "Parties").

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT via AMENDMENT NO. 11 to extend the AGREEMENT through October 31, 2020 per Article 2 ("Term and Scope of Franchise").

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend Article 2, "Term and Scope of Franchise", at section 2.01 Initial Term of Agreement to read: The initial term of this Agreement for the provision of Collection Services in the Service Area, as set forth in Exhibit 5, shall be for a period commencing on November 1, 2010 and terminating at midnight on October 31, 2020.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 11 and shall continue in full force and effect as set forth in the AGREEMENT.
3. The recitals to this AMENDMENT NO. 11 are hereby incorporated by this reference.

INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 11 on the last date opposite the respective signatures below.

COUNTY OF MONTEREY

a political subdivision of
the State of California

USA WASTE OF CALIFORNIA, Inc
DBA CARMEL MARINA CORP.

By: _____
Elsa Jimenez, Director of Health
Date: _____

DocuSigned by:
Barry Skolnick
By: 2A640847CE8F475
Barry Skolnick, President
Date: 7/14/2020

Approved as to Form:
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____
Mary Grace Perry, Deputy County Counsel
Date: _____

By: _____
_____, Assistant Secretary
and Group General Counsel
Date: _____

Approved as to Fiscal Provisions:
Office of the County Auditor-Controller
Rupa Shah, Auditor-Controller

By: _____
Rupa Shah, Auditor-Controller
Date: _____

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.