

AMENDMENT NO. 9

To
 UNIFIED FRANCHISE AGREEMENT
 For the Exclusive Collection of Solid Waste and
 Recyclables in Unincorporated Monterey County of
 Monterey
 By & Between
 COUNTY OF MONTEREY
 And
 WASTE MANAGEMENT, INC., DBA
 USA WASTE OF CALIFORNIA, INC.,
 DBA CARMEL MARINA
 CORPORATION

This AMENDMENT NO. 9 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 edited 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 amended 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 fees (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. 9 effective January 1, 2020 to adjust rates in accordance with the Unified Franchise Agreement for current services provided by the CONTRACTOR.

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

1. Amend Article 13, at Section 13.13 (and incorporating Section 13.15) “Adjustments to Service Rates, Surcharges and Fees” to replace the referenced Exhibit 1 “Approved Rates and Charges” approved and adopted pursuant to the Unified Franchise Agreement dated February 9, 2010, AMENDMENT NO. 1, AMENDMENT NO. 2, AMENDMENT NO. 3, AMENDMENT NO. 4, AMENDMENT NO. 5, AMENDMENT NO. 6 AMENDMENT NO. 7, and AMENDMENT NO. 8 with the new Exhibit 1 “Approved Rates and Charges” attached and incorporated by this reference and approved and adopted pursuant to this AMENDMENT NO. 9.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 9 and shall continue in full force and effect as set forth in the AGREEMENT.

3. The recitals to this AMENDMENT NO. 9 are hereby incorporated by this reference.

Intentionally Blank

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 9 on the last date opposite the respective signatures below.

MONTEREY COUNTY

**CONTRACTOR— WASTE
MANAGEMENT, INC., dba USA WASTE
OF CALIFORNIA dba CARMEL
MARINA CORP.**

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or
Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer) *

Dated: _____

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

*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.

