

UNIFIED FRANCHISE AGREEMENT
FOR THE
EXCLUSIVE COLLECTION OF SOLID WASTE AND RECYCLABLES IN
UNINCORPORATED MONTEREY COUNTY

BETWEEN
COUNTY OF MONTEREY

AND

USA Waste of California, Inc. DBA Carmel Marina Corporation



Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in
Unincorporated Monterey County

420 1.105 Work Day. Any day, Monday through Saturday that is not a holiday as set forth
421 in Section 3.09 of this Agreement.

422 **Article 2. Term and Scope of Franchise**

423 2.01 Initial Term of Agreement. The initial term of this Agreement for the provision of
424 Collection Services in the Service Area, as set forth in Exhibit 5, shall be for a period
425 commencing on November 1, 2010 and terminating at midnight on June 30, 2020.

426 2.02 COUNTY Offer to Extend.

427 2.02.1 On or before January 31, 2019, COUNTY may, upon notice of COUNTY
428 to CONTRACTOR, offer to extend the term of this Agreement for up to five (5) additional years.
429 In the event COUNTY offers an extension of less than five (5) years, COUNTY may, at its sole
430 option, offer additional extensions except that such extension offers shall not extend this
431 Agreement past June 30, 2025 and such offers shall be made no later than seventeen (17)
432 months prior to the termination date of the then current Collection Services Agreement.

433 2.02.2 Upon receipt of an offer to extend the Agreement, CONTRACTOR shall
434 provide written notice to COUNTY as to whether CONTRACTOR accepts or rejects COUNTY'S
435 offer within twenty (20) Work Days of the date of the offer. If CONTRACTOR fails to provide
436 such notice to COUNTY within said twenty (20) Work Days, COUNTY'S offer shall be deemed
437 withdrawn and COUNTY shall have no obligation to extend the term of this Agreement.

438 2.03 CONTRACTOR Request to Extend. On or before January 31, 2019,
439 CONTRACTOR may submit to COUNTY a request for extension of up to five (5) years, along
440 with the information, data, records and reports documenting to satisfaction of COUNTY that
441 CONTRACTOR has met each of the following preconditions during each preceding Agreement
442 Year (or portion thereof if less than an entire Agreement Year):

443 2.03.1 Increased Diversion. During each Calendar Year, beginning on January
444 1, 2011 and ending December 31, 2018, calculation of the minimum diversion requirement as
445 set forth in Article 14 yields at least forty (40) percent Diversion.

446 2.03.2 Low Assessed Damages. COUNTY has not given CONTRACTOR notice
447 of CONTRACTOR'S obligation to pay liquidated damages in excess of Ten Thousand (\$10,000)
448 Dollars annually or Fifty Thousand Dollars (\$50,000) in the aggregate.

449 2.03.3 Customer Satisfaction. The results of each Customer satisfaction survey
450 conducted by or on behalf of COUNTY as required by Section 11.15, concludes that ninety (90)
451 percent of Customers are satisfied with Collection Services.

452 2.03.4 Timely Payment of Fees. CONTRACTOR has not been delinquent in the
453 payment of any money due to COUNTY under this Agreement more than once each Agreement
454 Year or at any time longer than five (5) days. COUNTY has not received written notice that
455 CONTRACTOR has been delinquent in the payment of any sums or amounts due third parties
456 with respect to Solid Waste Disposal and processing fees.

457 2.03.5 Timely Implementation of Transition Plan. CONTRACTOR has timely
458 and fully implemented its transition plan.

459 2.04 Upon receipt of a request to extend the Agreement, COUNTY shall provide
460 written notice to CONTRACTOR as to whether COUNTY is considering, accepts or rejects
461 CONTRACTOR'S request within one hundred twenty (120) calendar days of the date of the

Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in
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462 request. If COUNTY fails to provide such notice to within said one hundred twenty (120)
463 calendar days, CONTRACTOR'S request shall be deemed accepted and COUNTY shall extend
464 the term of this Agreement by a period not to exceed five (5) years as requested by
465 CONTRACTOR.

466 2.05 Grant of Exclusive Franchise. Subject to the requirements, conditions and
467 exceptions set forth in this Agreement and Exhibits, COUNTY hereby grants to CONTRACTOR
468 the exclusive franchise, right, privilege, and duty during the term of this Agreement and any
469 extension thereof to Collect and transport the following materials to the facilities designated in
470 this Agreement:

471 2.05.1 Solid Waste that is accumulated and set out for Collection by Customers
472 in accordance with COUNTY Code, or which is otherwise legally set out for Collection pursuant
473 to this Agreement.

474 2.05.2 Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal
475 Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris
476 set out for Collection by Customers.

477 2.06 Limitations to Scope of Exclusive Franchise.

478 2.06.1 Nothing in this Agreement shall require that Collection Services be
479 accepted by COUNTY or any entity governed by the Board; the State of California; any school
480 district; or any entity that is excluded by law from the obligation to subscribe to the Collection
481 Services set forth herein.

482 2.06.2 Nothing in this Agreement shall limit the right of any Person to donate or
483 sell his or her Recyclables, Green Waste, Bulky Items, Universal Waste, E-Waste, CED's,
484 Christmas trees, Used Oil and Used Oil Filters and/or Construction and Demolition Debris to
485 someone other than CONTRACTOR. Similarly, pursuant to Chapter 10.41 of the County Code
486 nothing in this Agreement shall limit the right of any Person to haul the Solid Waste,
487 Recyclables, Green Waste, Bulky Items, Universal Waste, E-Waste, CED's Christmas trees,
488 Used Oil and Used Oil Filters and Construction and Demolition Debris he or she generates on
489 his or her own premises to a facility that holds all applicable permits required per federal law,
490 state law and/or County Code.

491 2.06.3 Notwithstanding CONTRACTOR'S rights under this Agreement as
492 described above, the following materials may be Collected by Persons other than
493 CONTRACTOR:

494 2.06.4 Construction and Demolition Debris that is:

495 2.06.4.1 removed from a premises by a licensed contractor as an
496 incidental part of a total construction, remodeling, or demolition service offered by that
497 contractor, rather than as a separately contracted or subcontracted hauling service; or

498 2.06.5 Green Waste that is:

499 2.06.5.1 removed from SFD, MFD or Commercial premises by a
500 contractor as an incidental part of a total gardening or landscaping service offered by that
501 contractor, rather than as a separately contracted or subcontracted hauling service;

502 2.06.5.2 Composted at the site where it is generated (e.g., backyard
503 composting);

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3317 **COUNTY OF MONTEREY**
3318 a political subdivision
3319 of the State of California
3320 By: [Signature]
3321 Len Foster, Director of Health
3322 Date: 2-9-10

3323 APPROVED AS TO FORM & LEGALITY:
3324 By: _____
3325 Charles J. McKee, County Counsel
3326 By: [Signature]
3327 Date: 1-13-2010
3328 Date: 1-13-2010
3329 By: [Signature]
3330 Mary Grace Perry, Deputy
3331

3332 APPROVED AS TO FISCAL PROVISIONS:
3333 By: [Signature]
3334 Auditor / Controller
3335 Date: Jan. 12, 2010

3336 RISK MANAGEMENT
3337 COUNTY OF MONTEREY
3338 APPROVED AS TO LIABILITY PROVISIONS:
3339 APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE
3340 By: [Signature]
3341 Risk Management
3342 Date: 2/9/10

3343

USA WASTE OF CALIFORNIA, INC.
DBA CARMEL MARINA CORPORATION
By: [Signature]
Barry Skolnick, Area Vice President
Date: 12/28/09

By: [Signature]
Robert E. Longo, Assistant Secretary
and Group General Counsel
Date: 12/28/09