

Amendment No. 6
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
USA WASTE OF CALIFORNIA, INC.
DBA CARMEL MARINA CORPORATION

This AMENDMENT NO. 6 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 (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 to add the category of "Organics On-Call Bin and Roll-Off Rates" 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 Exhibit 1 of Amendment No. 5 to include Exhibit 1 Form 5-B of this Amendment No. 6 attached and incorporated by this reference to reflect "Organics On-Call and Roll-Off" category with rates matching "Solid Waste" category as on Exhibit 1 Form 5 of AGREEMENT.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 6 and shall continue in full force and effect as set forth in the AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the last day opposite the respective signatures below.

MONTEREY COUNTY

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

Director of Health

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

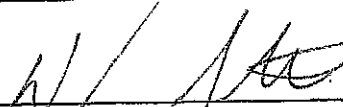
Dated:

Barry Skolnick, President
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 2-6-17

Deputy Auditor/Controller

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

Dated:

2-23-17

Approved as to Liability Provisions:

David Strutton, Asst. Sec.
Printed Name and Title

Risk Management

Dated: 2-6-17

Dated:

Approved as to Form:

Deputy County Counsel MARY GRACE PERRY

Dated:

2-22-2017

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

EXHIBIT 1: APPROVED ORGANIC WASTE RATES AND CHARGES EFFECTIVE UPON EXECUTION
FORM 5-B
COLLECTION SERVICE RATES

TEMPORARY ON-CALL BIN AND ROLL-OFF COLLECTION SERVICE: Organic Waste

**ORGANICS
BINS**

CUBIC YARDS	PER PULL
1	\$104.07
1.5	\$130.94
2	\$157.61
3	\$236.40
4	\$302.03
6	\$438.27
8	\$551.94

**ORGANICS
NON-COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$285.00
7-10	\$309.80
11-20	\$371.74
21-30	\$458.48
31-40	\$557.61
41-50	\$657.87

Customers may keep On-Call Bins and Roll-off Containers for five (5) Work Days, not counting the delivery and removal days.

**ORGANICS
COMPACTED BOXES**

CUBIC YARDS	PER PULL
up to 6	\$356.25
7-10	\$367.22
11-15	\$425.85
16-20	\$464.67
21-30	\$573.09
31-40	\$697.82
41-50	\$820.88

Compacted boxes refers to customer-owned compactors

Provided on a temporary or irregular basis.

Relocation	\$111.52	
Dry Run	\$157.29	trip charge, no haul
Demurrage Per Day	\$11.16	temporary rental, after five (5) days, not including delivery and removal days
Stand By	\$229.05	per hour
Stand By	\$1,398.25	per day
Composting Bin Delivery	\$111.52	
Reactivation Fee	\$27.88	after County approved service suspension
NSF Fee	\$25.85	bad check fee
Late Payment Fee	1.5%	\$5.00 minimum not compounded

All services are charged on a per occurrence basis.

Note: All Bin, compacted box and non-compacted box per pull service rates consist of collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee), and disposal and the disposal franchise fee.

RECYCLING CAPACITY - BINS

\$44.60	Per yard
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RECYCLING CAPACITY - ROLL-OFF

Customers with 90% clean recyclables loads eligible for the following discounted haul rates

50%	Loads greater than 1.5 but less than 2.5 tons
75%	Loads greater than or equal to 2.5 tons