

AMENDMENT NO. 9
 To
 UNIFIED FRANCHISE AGREEMENT
 For the Exclusive Collection of Solid Waste and
 Recyclables in Unincorporated Monterey County
 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 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, (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 to extend the Agreement through February 28, 2022 per Article 2 ("Term and Scope of Franchise") and Article 22 ("MODIFICATIONS TO THE AGREEMENT"); and

WHEREAS, the COUNTY wishes to amend Exhibit 9 to reflect the Exhibit 9 attached;

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 February 28, 2022.
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.

COUNTY OF MONTEREY

a political subdivision of
the State of California

**USA WASTE OF CALIFORNIA
DBA CARMEL MARINA CORP.**

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

By: _____
_____, Area Vice President
Date: _____

Approved as to Form and Legality:
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

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

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

Approved as to Liability Provisions:
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____
Leslie J. Girard, Chief Assistant County 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

**Emergency Service Backup Plan
Unified Franchise Agreement
Waste Management
Exhibit 9**

Waste Management [CONTRACTOR] Emergency Contact Information:

If there is an emergency, please contact Waste Management staff immediately.

- John Petri, Route Manager 831-235-3908
- Ivan Solorio, District Fleet Manager 831-234-6977
- Junior Carrillo, Route Manager 831-750-8589
- Felipe Melchor, District Manager 831-970-6835
- Kristin Skromme, Public Sector Manager 831-737-5479

Communication

- CONTRACTOR shall communicate with Environmental Health Bureau (EHB) and Office of Emergency Services (OES) or vice versa when an emergency is identified.
- CONTRACTOR shall contact the Environmental Health Bureau contract administrator to identify immediate disposal needs.
- CONTRACTOR shall coordinate a visit with the Environmental Health Bureau and OES to impacted locations.
- Together the Environmental Health Bureau, Office of Emergency Services (OES) and CONTRACTOR shall identify state and federal organizations that need additional trash and recycle collection (i.e., Cal Fire, US Forest Service, Department of Parks and Recreation, etc.).
- Communication to Customer:
 - CONTRACTOR shall work with the impacted community to communicate the temporary emergency services available regarding trash, recycle and yard waste collection.
 - COUNTY and CONTRACTOR shall identify the best communication source and provide updates via community website, media, newsletter regarding available services and collection schedule.
 - CONTRACTOR shall utilize out dial phone messages, email or text messaging to communicate collection schedule to all customers.

Plan for Emergency Services:

- 11.08 CONTRACTOR shall be capable of providing emergency services within twenty-four (24) hours of notification by COUNTY or as soon thereafter as is reasonably practical in light of the circumstances.
- CONTRACTOR and COUNTY shall identify resources are needed and develop operational strategies to provide service to affected areas.
- CONTRACTOR operations team shall identify equipment needed outside of existing fleet.
- CONTRACTOR shall evaluate the risks providing service and identify customers that will experience service interruption.
- CONTRACTOR shall identify any hazardous material that requires special handling and coordinate with COUNTY.

- CONTRACTOR shall identify special permits needed for existing services outside existing hours.
- CONTRACTOR shall coordinate service with 3rd party hauler if CONTRACTOR cannot provide initial collection services.

Funding for Emergency Services

- Additional roll off boxes shall be funded using the 11.04.1 COUNTY Clean-Up Services.
- If the maximum capacity of four hundred eighty (480) cubic yards of COUNTY Clean-up Service capacity is used, CONTRACTOR shall request Emergency Service Compensation 11.08.1 using Emergency Rates from Exhibit 1.