

AMENDMENT NO. 1  
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. 1** is made to the Unified Franchise Agreement (UFA) for the exclusive collection of solid waste and recyclables in the unincorporated area of the County of Monterey dated January 1, 2025, to adjust rates per Article 2 (“Term and Scope of Franchise”), Article 11 (“Billing and Payment”), Exhibit 1 (“Approved Rates and Charges”), and Exhibit 2 (“Refuse Rate Index”); (hereafter, referred to as “Amendment No. 1”), 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 UFA via **Amendment No. 1** to Article 11 (“Billing and Payment”), Exhibit 1 (“Approved Rates and Charges”).

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

1. Replace Exhibit 1, Approved Rates and Charges, with Exhibit 1, Rates and Charges, effective January 1, 2026, as calculated in the attached rate tables and incorporated by this reference.
2. Except as provided herein, all remaining terms, conditions and provisions of the UFA are unchanged and unaffected by this **Amendment No. 1** and shall continue in full force and effect as set forth in the UFA.
3. The recitals to this Amendment No. 1 are hereby incorporated by this reference.

\*\*\*INTENTIONALLY BLANK\*\*\*

**IN WITNESS WHEREOF**, the parties have executed this **Amendment No. 1** 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 Mendoza Jimenez, Director of Health Services

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Area Vice President

Date: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel  
Susan K. Blicht, County Counsel

By: \_\_\_\_\_  
Mary Grace Perry, Deputy County Counsel

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Assistant Secretary and  
General Counsel

Date: \_\_\_\_\_

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Auditor-Controller

Date: \_\_\_\_\_

Approved as to Liability Provisions  
Office of the County Counsel-Risk Management

By: \_\_\_\_\_  
David Bolton, Risk Manager

Date: \_\_\_\_\_

**\*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.