



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-11631

Upon motion of Supervisor Phillips, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 6 to the Unified Franchise Agreement A-11631 (UFA) between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County in order to amend Exhibit 1 - "Approved Rates and Charges" of said UFA to add rates for expanded food waste collection services to be provided, and to add and amend Sections to said UFA to incorporate the new food waste collection services to be provided; and
- b. Approved and authorized the Director of Health to execute Amendment No. 6 to the UFA between the County of Monterey and USA Waste of California, Inc., dba Carmel Marina Corporation, for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County.

PASSED AND ADOPTED on this 28th day of March 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams

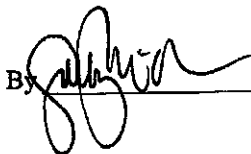
NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting on March 28, 2017.

Dated: April 4, 2017
File ID: A 17-057

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 

Deputy

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.

[Signature]
Director of Health
Dated: 04/07/2017

By: [Signature]
Signature of Chair, President, or Vice-President
Barry Skolnick, President
Printed Name and Title

Approved as to Fiscal Provisions:
[Signature]
Deputy Auditor/Controller
Dated: 2-23-17

Dated: 2-6-17
By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Approved as to Liability Provisions:

Risk Management
Dated: _____

David Stratton, Asst. Secretary
Printed Name and Title
Dated: 2-6-17

Approved as to Form:
[Signature]
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 | \$130.84 |
| 2 | \$157.61 |
| 3 | \$236.40 |
| 4 | \$302.03 |
| 6 | \$433.27 |
| 8 | \$551.34 |

**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 | \$387.22 |
| 11-15 | \$425.95 |
| 16-20 | \$464.67 |
| 21-30 | \$573.09 |
| 31-40 | \$697.02 |
| 41-50 | \$820.93 |

Compacted boxes refers to customer-owned compactors

Provided on a temporary or Irregular basis.

| | | |
|-------------------------|------------|---|
| Relocation | \$111.52 | |
| Dry Run | \$167.29 | trip charge, no haul |
| Demurrage Per Day | \$11.16 | temporary rental, after five (5) days, not including delivery and removal days |
| Stand By | \$223.05 | per hour |
| Stand By | \$1,338.26 | 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 |
|---------|----------|

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 |