

Attachment D

**AMENDMENT TO THE FRANCHISE AGREEMENTS ZONE 4 AND ZONE 5 BETWEEN
COUNTY OF SANTA BARBARA AND VALLEY GARBAGE & RUBBISH CO., INC. DBA
HEALTH SANITATION SERVICE/WASTE MANAGEMENT
FOR RESIDENTIAL, MULTI-FAMILY AND COMMERCIAL SOLID WASTE,
RECYCLABLES,
GREEN WASTE AND SPECIAL WASTE COLLECTION SERVICES**

The County of Santa Barbara and Valley Garbage & Rubbish Co., Inc. dba Health Sanitation Service / Waste Management (“Franchisee”), hereby agree to amend the Franchise Agreements between them for Zones 4 and 5, with a Franchise Date of May 1, 2011, pursuant to Subsection (b) of Article 18.02, as set forth below (the “Amendment”).

1. The Expiration Date on page 1 shall be deleted and replaced by the following:

Expiration Date: June 30, 2021

2. Section **3.01 Term** shall be deleted and replaced by the following:

a. Franchise Term. This Agreement expires on June 30, 2021, subject to extension. If the business license required under section 17-5 of the County Code remains in effect after the franchise term, Franchisee nevertheless may not provide franchise services or other solid waste services in the franchise area. **THIS PROHIBITION SURVIVES THE FRANCHISE TERM.**

“franchise term” means the period beginning on the date written on the cover of this Agreement and ending on the earlier of the expiration or termination of this Agreement.

b. Extension Options.

County and Franchisee may extend the franchise Term for up to one additional year by mutual agreement.

3. The following Subsection is added to Section **4.05 Commercial**.

(4) Organics Collection.

Franchisee will provide Food Scrap/Organics collection services as directed by the County in accordance with the following:

1. Supply 30 or 60 gallon carts upon customer request.
2. Collect container(s) 1 or 2 times per week from collection area as directed by County.
3. Provide this service at no charge for public schools.
4. Provide this service at a discounted rate of 20% less than the Board of Supervisor’s approved rate for commercial trash cart collection.
5. Franchisee’s obligation to provide discounted food scrap collection continues until the discounts provided under this Subsection equal .5% of Franchisee’s annual gross revenue under the Agreement.

4. **Ratifications.** The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreements for Zones 4 and 5. The terms and provisions of the Agreements for Zones 4 and 5, except as expressly modified and superseded by this

Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

5. Authority to Sign.

a. County. County warrants that it duly authorized the officers listed below to sign this Amendment on behalf of County.

b. Franchisee. Franchisee warrants that it duly authorized the individuals listed below to sign this Amendment on behalf of Franchisee.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement to be effective on the date executed by the COUNTY.

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

ACCEPTED AND AGREED:

COUNTY OF SANTA BARBARA

By: _____
Das Williams, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

SANTA BARBARA COUNTY PUBLIC
WORKS DEPARTMENT

By: *Scott D. McGolpin for*
Scott D. McGolpin
Public Works Director

APPROVED AS TO FORM:

MICHAEL GHIZZONI
COUNTY COUNSEL

By: *[Signature]*
Deputy County Counsel

APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: *[Signature]*
Risk Management

FRANCHISEE:

VALLEY GARBAGE & RUBBISH CO., INC.
dba
Health Sanitation Service/
Waste Management

Name: *[Signature]*

Title: *DIRECTOR OF OPERATIONS*

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: *[Signature]*
Deputy