

Attachment B

**AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN
COUNTY OF SANTA BARBARA AND MARBORG INDUSTRIES, INC.
FOR RESIDENTIAL, MULTI-FAMILY AND COMMERCIAL SOLID WASTE,
RECYCLABLES, GREEN WASTE AND SPECIAL WASTE
COLLECTION SERVICES IN ZONE 2**

The County of Santa Barbara and Marborg Industries, Inc. ("Franchisee"), hereby agree to amend the Franchise Agreement between them for Zone 2, with a Franchise Date of April 5, 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 service 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 expiration date 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 or a compactor/rolloff boxes upon customer request.
2. Collect container(s) 1, 2 or 3 times per week from collection area as directed by County.
3. Provide this service at no charge for public schools.
4. Provide the Food Scrap/Organics cart service at a discounted rate of 20% less than the Board of Supervisor's approved rate for commercial trash cart collection.
5. Provide the Food Scrap/Organics compactor/rolloff service at a discounted rate of 20% less than the Board of Supervisor's approved rate for commercial compactor/rolloff service plus the posted tipping fee for food scrap disposal at the disposal site.
6. 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 Agreement for Zone 2. The terms and provisions of the

Agreement for Zone 2, 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

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

FRANCHISEE:

MARBORG INDUSTRIES, INC.

By: Brian Borgatello
Authorized Representative

Name: Brian Borgatello

Title: President

APPROVED AS TO FORM:

MICHAEL GHIZZONI
COUNTY COUNSEL

By: [Signature]
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: [Signature]
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: [Signature]
Risk Management