

Attachment C

AMENDMENT TO THE SECOND AMENDED AND RESTATED AGREEMENT BETWEEN
THE COUNTY OF SANTA BARBARA AND MARBORG INDUSTRIES, INC.
FOR EXCLUSIVE SOLID WASTE, RECYCLABLES AND ORGANICS
COLLECTION AND TRANSPORTATION TO
DISPOSAL AND PROCESSING FACILITIES AND ORGANICS SITES
FOR ZONE THREE

The County of Santa Barbara and Marborg Industries, Inc. ("Franchisee") hereby agree to amend the Second Amended and Restated Agreement between them for Zone 3 (the "Agreement"), pursuant to Section 15.02 of the Agreement, as set forth below (the "Amendment").

1. **Section 3.01 Term** shall be deleted and replaced in its entirety by the following:

3.01 Term.

a. Initial Term. This Agreement shall become effective on the date hereof and the term hereof shall commence thereon and continue in effect until June 30, 2021 *unless* terminated earlier in accordance with Article 12 or extended in accordance with subsection b (the "Term"). The obligations of the Parties hereunder are preconditioned upon the truth and correctness of the representations and warranties made by the Parties, respectively, in Article 2, *provided* that either Party may respectively waive such precondition, in whole or in part. This Agreement is a service agreement and shall not constitute indebtedness of the County in contravention of Applicable Law.

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

2. The following subsection is added as subsection (2) to **Section M. Commercial Recycling and Organics Collection Services** of EXHIBIT 4.01a:

(2) Commercial (4) Organics Collection. Franchisee will provide Food Scrap/Organics collection services as directed by the County in accordance with the following:

(a) Supply 30 or 60 gallon carts upon customer request.

(b) Collect container(s) 1, 2 or 3 times per week from collection area as directed by County.

(c) Provide this service at no charge for public schools.

(d) Provide this service at a discounted rate of 20% less than the County Board of Supervisor's approved rate for commercial trash cart collection.

(e) Provide compactor/rolloff service at a discounted rate of 20% less than the County Board of Supervisor's approved rate for compactor/rolloff service plus the posted tipping fee for food scrap disposal at the disposal site.

(f) The Contractor's obligation to provide this discounted Food Scrap/Organics collection continues until the discounts provided under this Subsection equal .5% of Franchisee's annual gross revenue under the Agreement.

3. **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 3. The terms and provisions of the Agreement for Zone 3, 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.

4. **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
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: Michael Ghizzoni
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA

AUDITOR-CONTROLLER

By: Theodore A. Fallati
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: Ray Aromatorio
Risk Management