

RESOLUTION NO. 2013-169

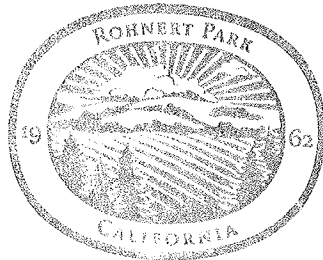
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
APPROVING THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE
CITIES OF SONOMA COUNTY AND THE COUNTY OF SONOMA FOR A JOINT
POWERS AGENCY TO DEAL WITH WASTE MANAGEMENT ISSUES**

WHEREAS, the cities of Sonoma County and the County of Sonoma entered into a Joint Powers Agreement to create the Sonoma County Waste Management Agency to manage waste related programs, including : (1) household hazardous waste; (2) wood waste; (3) yard waste that otherwise would go to a landfill; and (4) education about the Agency's programs; and

WHEREAS, it has now become necessary to clarify certain provisions of the Agreement in regards to Section 2, Purpose of the Agreement; and Section 14, Joint Powers Agency Authority to Adopt Regulations;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rohnert Park hereby approves the Second Amendment to the Agreement between the Cities of Sonoma County and the County of Sonoma for a Joint Powers Agency, attached hereto as Exhibit A and authorizes the City Manager to execute the amendment of behalf of the City.

DULY AND REGULARLY ADOPTED this 10th day of December, 2013.



CITY OF ROHNERT PARK

Pam Stafford
Pam Stafford, Mayor

ATTEST:

JoAnne Buergler
JoAnne Buergler, City Clerk

Attachment – Exhibit A

AHANOTU: AYE BELFORTE: AYE MACKENZIE: AYE CALLINAN: AYE STAFFORD: AYE
AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)

**SECOND AMENDMENT TO
AGREEMENT BETWEEN THE CITIES OF SONOMA COUNTY AND SONOMA
COUNTY FOR A JOINT POWERS AGENCY TO DEAL WITH WASTE
MANAGEMENT ISSUES**

THIS SECOND AMENDMENT ("AMENDMENT") to the Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues, dated as of _____, 201_, is by and between the Cities and Town of Sonoma County and the County of Sonoma.

RECITALS

WHEREAS, the Cities and Town of Sonoma County and the County of Sonoma entered into that certain Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues (Agreement"); and

WHEREAS, it has become necessary to clarify certain provisions of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

AGREEMENT

1. Section 2 of the Agreement (Purpose of Agreement) is hereby amended to read as follows:

"Section 2. Purpose of Agreement

The purpose of this Agreement is to create the Sonoma County Waste Management Agency and to describe the terms and provisions by which the Agency will handle the four (4) initial programs: (1) household hazardous waste; (2) wood waste; (3) yard waste that otherwise would go to a landfill; and (4) education about the Agency's programs. Pursuant to the terms of this Agreement, the Participants may agree, in writing, to additional duties, responsibilities, and programs, including any program enacted by ordinance. Each Participant executing this Agreement may elect to participate in any or all of the Agency's non-core programs, including any single use carryout bag ordinance. Core programs are defined to be household hazardous waste, wood waste, yard waste, education and required reporting. Should any Participant elect to not participate in a non-core program, including any single use carryout bag ordinance, there will be no reduction in the Participant's fiscal participation."

2. Section 14 of the Agreement (Joint Powers Agency Authority to Adopt Regulations) is hereby amended to read as follows:

"Section 14. Joint Powers Agency Authority to Adopt Regulations

Participants agree that the primary purpose of this Agreement is to create an Agency to treat wood waste and yard waste, to collect, store, and dispose of household hazardous waste, to educate the public regarding waste issues, and, pursuant to the terms of this Agreement, including any Amendments, to adopt any future programs the Board determines are needed or desirable. The Joint Powers Agency may, from time to time, adopt uniform rules and regulations, in any form, including orders, resolutions and ordinances, to carry out these purposes.”

3. Except to the extent the Agreement is specifically amended hereby, the Agreement, together with exhibits and the First Amendment is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of the Agency arising thereunder.
4. This Amendment shall be governed by and construed under the laws of the State of California and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE

By: _____

Its: _____

ATTESTED:

City Clerk

CITY OF COTATI

By: _____

Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG

By: _____

Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA

By: _____

Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK

By: _____

Its: _____

ATTESTED:

City Clerk

CITY OF SANTA ROSA

By: _____

Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL

By: _____

Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA

By: _____

Its: _____

ATTESTED:

City Clerk

COUNTY OF SONOMA

By: _____

Its: _____

ATTESTED:

City Clerk

TOWN OF WINDSOR

By: _____

Its: _____

ATTESTED:

City Clerk