

**RESOLUTION NO. 2016-57**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK  
APPROVING A SIX-MONTH EXTENSION OF TEMPORARY DEBRIS BOX AND ROLL-  
OFF COLLECTION SERVICES FRANCHISE AGREEMENTS WITH ROHNERT PARK  
DISPOSAL, INC. AND INDUSTRIAL CARTING AND AUTHORIZING THE CITY  
MANAGER TO SEND NOTICES OF INTENT TO EXTEND AGREEMENTS**

**WHEREAS**, on November 22, 2011 the City Council of the City of Rohnert Park ("City") adopted Resolution No. 2011-113, awarding a Multiple Provider Exclusive Temporary Debris Box and Roll-off Collection Service Agreement ("Agreement") to Rohnert Park Disposal, Inc. and Industrial Carting; and

**WHEREAS**, the term of the Agreements commenced on January 1, 2012 and continues in full force and effect until June 30, 2016; and

**WHEREAS**, the Agreements may be extended in up to twelve (12) month increments for a maximum of four (4) years until June 30, 2020; and

**WHEREAS**, the City wishes to amend the Agreement to extend the term for six (6) months and Franchisee is willing to extend for this period of time; and

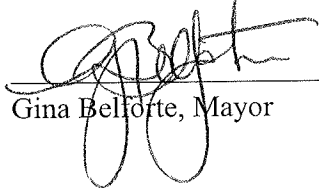
**WHEREAS**, the extension will allow City staff sufficient time to: (a) prepare and conduct a Request for Proposal/Qualification process with interested debris box and roll-off collection service providers, (b) work with a consultant to assist staff in updating key terms of the Agreement regarding payment, enforcement, reporting, etc., and (c) return to the City Council to consider awarding franchise agreement(s) to service provider(s) on the updated terms.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Rohnert Park hereby approves an Amendment to the Agreements with Rohnert Park Disposal, Inc. and Industrial Carting, respectively, in substantially similar form to the Amendment attached hereto and incorporated by this reference, subject to minor modification by the City Manager or City Attorney.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to execute and deliver on behalf of the City of Rohnert Park, Notices of Intent to Extend said Agreement to Rohnert Park Disposal, Inc. and Industrial Carting and take other actions as may be necessary and appropriate to effectuate the Amendment.

**DULY AND REGULARLY ADOPTED** by the City Council of the City of Rohnert Park this 14th day of June, 2016.

**CITY OF ROHNERT PARK**

  
Gina Belforte, Mayor

**ATTEST:**

  
Caitlin Saldanha, Deputy City Clerk

Attachment: First Amendment to the Temporary  
Debris Box Franchise

AHANOTU: Aye CALLINAN: Aye STAFFORD: Aye MACKENZIE: Aye BELFORTE: Aye

AYES: ( 5 ) NOES: ( 0 ) ABSENT: ( 0 ) ABSTAIN: ( 0 )

**FIRST AMENDMENT  
TO THE MULTIPLE PROVIDER  
EXCLUSIVE TEMPORARY DEBRIS BOX  
AND ROLL-OFF COLLECTION SERVICE AGREEMENTS  
BETWEEN THE CITY OF ROHNERT PARK  
AND INDUSTRIAL CARTING**

This First Amendment to the Multiple Provider Exclusive Temporary Debris Box and Roll-off Collection Service Agreement ("**First Amendment**") between the City of Rohnert Park ("**City**") and Industrial Carting ("**Franchisee**") is made this \_\_\_\_ day of \_\_\_\_\_, 2016 with reference to the following facts and intentions:

**RECITALS**

**WHEREAS**, on November 22, 2011 the City Council of the City of Rohnert Park ("**City**") adopted Resolution No. 2011-113, awarding a Multiple Provider Exclusive Temporary Debris Box and Roll-off Collection Service Agreement ("**Agreement**") to Rohnert Park Disposal, Inc. and Industrial Carting; and

**WHEREAS**, the term of the Agreement commenced on January 1, 2012 and continues in full force and effect until June 30, 2016; and

**WHEREAS**, the Agreement may be extended in up to twelve (12) month increments for a maximum of four (4) years until June 30, 2020; and

**WHEREAS**, the City wishes to extend the Agreement for six (6) months and Franchisee is willing to extend for this period of time; and

**WHEREAS**, the extension will allow City staff sufficient time to: (a) prepare and conduct a Request for Proposal/Qualification process with interested debris box and roll-off collection service providers, (b) work with a consultant to assist staff in updating key terms of the Agreement regarding payment, enforcement, reporting, *etc.*, and (c) return to the City Council to consider awarding franchise agreement(s) to service provider(s) on the updated terms.

**NOW, THEREFORE**, in consideration of the mutual promises, conditions and covenants herein contained, the parties do hereby agree as follows:

**AGREEMENT**

1. **Temporary Extension.** Section 2.01 (Term) of the Agreement shall be amended to extend the term for an additional six (6) months, terminating on December 31, 2016.
2. **Relationship to Agreement.** Except as expressly modified herein, the Agreement shall remain in full force and effect.

3. **Authority and Non-Assignment.** City and Franchisee represent to the other that they have authority to enter into this First Amendment. Any corporate signatory represents and warrants that it has all requisite corporate power and corporate authority to enter into and perform this Agreement.
4. **Counterpart Signatures.** This First Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the date first written by their respective officers duly authorized on their behalf.

**"CITY"**  
**City of Rohnert Park**

**"FRANCHISEE"**  
**Industrial Carting**

By: \_\_\_\_\_  
Darrin Jenkins, City Manager  
Per Resolution No. \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

Its. \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

**FIRST AMENDMENT  
TO THE MULTIPLE PROVIDER  
EXCLUSIVE TEMPORARY DEBRIS BOX  
AND ROLL-OFF COLLECTION SERVICE AGREEMENTS  
BETWEEN THE CITY OF ROHNERT PARK  
AND ROHNERT PARK DISPOSAL, INC.**

This First Amendment to the Multiple Provider Exclusive Temporary Debris Box and Roll-off Collection Service Agreement (“**First Amendment**”) between the City of Rohnert Park (“**City**”) and Rohnert Park Disposal, Inc. (“**Franchisee**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 with reference to the following facts and intentions:

**RECITALS**

**WHEREAS**, on November 22, 2011 the City Council of the City of Rohnert Park (“**City**”) adopted Resolution No. 2011-113, awarding a Multiple Provider Exclusive Temporary Debris Box and Roll-off Collection Service Agreement (“**Agreements**”) to Rohnert Park Disposal, Inc. and Industrial Carting; and

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**"CITY"**  
**City of Rohnert Park**

By: \_\_\_\_\_  
Darrin Jenkins, City Manager  
Per Resolution No. \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

**"FRANCHISEE"**  
**Rohnert Park Disposal, Inc.**

By: \_\_\_\_\_  
(Name)

Its. \_\_\_\_\_