

RESOLUTION NO. 2017-070

**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; 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 extended the Agreement for six (6) months until December 31, 2016 and further extended the Agreement for an additional six months until June 30, 2017, and desires to create a further extension for an additional six months until December 31, 2017, and Franchisees are willing to extend for this period of time; and

WHEREAS, the additional extension will allow City staff sufficient time to: (a) complete a new 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 13th day of June, 2017.

CITY OF ROHNERT PARK


Jake Mackenzie, Mayor

ATTEST:



JoAnne M. Buergler, City Clerk

Exhibit A: Amendment to the Agreements

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

AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

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

This Third Amendment to the Multiple Provider Exclusive Temporary Debris Box and Roll-off Collection Service Agreement ("**Third Amendment**") between the City of Rohnert Park ("**City**") and Industrial Carting ("**Franchisee**") is made this ____ day of _____, 2017 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, on June 14, 2016 the City Council approved six month extensions to these agreements, with expiration on December 31, 2016; and

WHEREAS, on November 22, 2016 the City Council approved an additional six month extensions to these agreements, with expiration on June 30, 2017; and

WHEREAS, the term of the City's Agreement with Industrial Carting commenced on January 1, 2012 and continues in full force and effect until June 30, 2017; and

WHEREAS, pursuant to Article 2, 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, on the condition that the City and Industrial Carting endeavor to ensure that Industrial Carting fully complies with the Agreement; and

WHEREAS, the extension will allow City staff sufficient time to: (a) complete 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 Agreements 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, 2017.
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 Third 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 Third 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 Third 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

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

This Third Amendment to the Multiple Provider Exclusive Temporary Debris Box and Roll-off Collection Service Agreement ("**Third Amendment**") between the City of Rohnert Park ("**City**") and Rohnert Park Disposal, Inc. ("**Franchisee**") is made this ____ day of _____, 2017 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

WHEREAS, on June 14, 2016 the City Council approved six month extensions to these agreements, with expiration on December 31, 2016; and

WHEREAS, on November 22, 2016 the City Council approved an additional six month extensions to these agreements, with expiration on June 30, 2017; and

WHEREAS, the term of the City's Agreement with Rohnert Park Disposal, Inc. commenced on January 1, 2012 and continues in full force and effect until June 30, 2017; and

WHEREAS, pursuant to Article 2, 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, on the condition that the City and Rohnert Park Disposal, Inc. endeavor to ensure that Rohnert Park Disposal, Inc. fully complies with the Agreement; and

WHEREAS, the extension will allow City staff sufficient time to: (a) complete 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 Agreements 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, 2017.
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 Third 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 Third 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 Third Amendment to be executed on the date first written by their respective officers duly authorized on their behalf.

"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. _____



City Council

Gina Belforte
Mayor

Jake Mackenzie
Vice Mayor

Amy O. Ahanotu
Joseph T. Callinan
Pam Stafford
Councilmembers

Darrin Jenkins
City Manager

Don Schwartz
Assistant City Manager

Michelle Marchetta Kenyon
City Attorney

Alexandra M. Barnhill
Assistant City Attorney

JoAnne Buergler
City Clerk

Betsy Howze
Finance Director

Brian Masterson
Director of Public Safety

John McArthur
*Director of Public Works and
Community Services*

Mary Grace Pawson
*Director of
Development Services*

Victoria Perrault
Human Resources Director

June 14, 2017

Curtis Michelini, Sr., President
Industrial Carting
P.O. Box 2638
Rohnert Park, CA 94927

Re: Notice of Intent to Extend the Temporary Debris Box Agreement
("Agreement") between the City of Rohnert Park and Industrial Carting for the
provision of Temporary Debris Box Services within the City of Rohnert Park

Dear Mr. Michelini:

On June 13, 2017, the Rohnert Park City Council authorized the City
Manager to execute and deliver on behalf of the City of Rohnert Park, a
Notice of Intent to Extend the Agreement with Industrial Carting.

In accordance with the Agreement Article 2 – Term of Agreement and Article
17 – Modifications to the Agreement, the City of Rohnert Park does hereby
extend the Term of the franchise agreement with Industrial Carting for a
period of six (6) months. The amended term shall extend the current
agreement from June 30, 2017 to December 31, 2017. All remaining terms
and conditions contained within the Agreement shall remain in full force and
effect throughout the extended term.

Sincerely,

Darrin Jenkins
City Manager

The terms and conditions of the forgoing Notice of Intent to Extend are hereby
accepted by the undersigned on _____, 2017.

Industrial Carting

By: _____

Title: _____



City Council

Gina Belforte
Mayor

Jake Mackenzie
Vice Mayor

Amy O. Ahanotu
Joseph T. Callinan
Pam Stafford
Councilmembers

Darrin Jenkins
City Manager

Don Schwartz
Assistant City Manager

Michelle Marchetta Kenyon
City Attorney

Alexandra M. Barnhill
Assistant City Attorney

JoAnne Buergler
City Clerk

Betsy Howze
Finance Director

Brian Masterson
Director of Public Safety

John McArthur
*Director of Public Works and
Community Services*

Mary Grace Pawson
*Director of
Development Services*

Victoria Perrault
Human Resources Director

June 14, 2017

Rick Powell, General Manager
Rohnert Park Disposal
P.O. Box 1916
Santa Rosa, CA 95402

Re: Notice of Intent to Extend the Temporary Debris Box Agreement
("Agreement") between the City of Rohnert Park and Rohnert Park Disposal
for the provision of Temporary Debris Box Services within the City of Rohnert
Park

Dear Mr. Powell:

On June 13, 2017, the Rohnert Park City Council authorized the City
Manager to execute and deliver on behalf of the City of Rohnert Park, a
Notice of Intent to Extend the Agreement with Rohnert Park Disposal.

In accordance with the Agreement Article 2 – Term of Agreement and Article
17 – Modifications to the Agreement, the City of Rohnert Park does hereby
extend the Term of the franchise agreement with Rohnert Park Disposal for a
period of six (6) months. The amended term shall extend the current
agreement from June 30, 2017 to December 31, 2017. All remaining terms
and conditions contained within the Agreement shall remain in full force and
effect throughout the extended term.

Sincerely,

Darrin Jenkins
City Manager

The terms and conditions of the forgoing Notice of Intent to Extend are hereby
accepted by the undersigned on _____, 2017.

Rohnert Park Disposal

By: _____

Title: _____