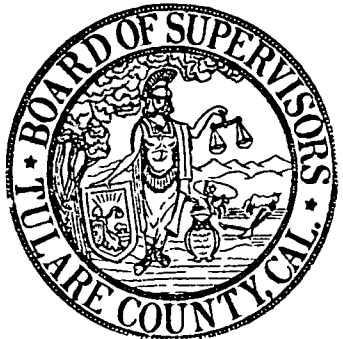


**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE AN)
AMENDMENT TO AGREEMENT NO. 27398) Resolution No. 2018-0611
WITH SHAMROCK RECYCLING OF CA,) Agreement No. 27398-A
INC. BOLD & CAPS

UPON MOTION OF SUPERVISOR SHUKLIAN, SECONDED BY SUPERVISOR
ENNIS, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT
AN OFFICIAL MEETING HELD JULY 17, 2018, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS CROCKER, VANDER POEL, SHUKLIAN, WORTHLEY,
AND ENNIS
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE



ATTEST: MICHAEL C. SPATA
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: Mary Ronello
Deputy Clerk

1. Approve an amendment to Agreement No. 27398 with Shamrock Recycling of California Inc., to extend the term of the agreement to October 31, 2020, in order to continue diversion through waste tire recycling.
2. Authorized the Chairman to sign three (3) copies of the amendment.



Solid Waste Department
COUNTY OF TULARE
AGENDA ITEM

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

AGENDA DATE: July 17, 2018-REVISED

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Parveen Sandhu PHONE: 559-627-7195

SUBJECT: Approve an amendment to Agreement No. 27398 with Shamrock Recycling of California, Inc.

REQUEST(S):

That the Board of Supervisors:

1. Approve an amendment to Agreement No. 27398 with Shamrock Recycling of California Inc., to extend the term of the agreement to October 31, 2020, in order to continue diversion through waste tire recycling.
2. Authorize the Chairman to sign three (3) copies of the amendment.

SUMMARY:

On November 1, 2015, your Board entered in to Agreement No. 27398 with Shamrock Recycling of California, Inc. for waste tire recycling and diversion services at the Tulare County Landfills though October 31, 2018, with the option to extend for two additional one-year terms at the same rates and subject to the same terms and conditions.

Shamrock Recycling of California, Inc. was offered the option to extend by executing both one (1) year renewals under the same conditions, securing the service rate established by the Board in 2015. The only change would be extending the termination date to October 31, 2020.

This agreement deviates from standard County contract protocol, in that it contains a termination clause in which the County may elect to terminate the agreement without cause by giving Shamrock a thirty (30) day written notice.

SUBJECT: Approve an amendment to Agreement No. 27398 with Shamrock
DATE: Recycling of California, Inc.
July 17, 2018

FISCAL IMPACT/FINANCING:

The annual service cost of the agreement is approximately \$130,000. A separate item will be brought before your Board to request an increase in the tipping fee associated with the waste tire program so that the total program costs can be self-sustaining. There is no net County cost to the General Fund associated with this action.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Quality of Life Initiative to promote public health and welfare educational opportunities, natural resource management, and continued improvement of environmental quality. This agreement assists in the fulfillment of this initiative by ensuring recyclable content is diverted from landfills, promotes a litter-free Tulare County, and protects natural resources by extending the life of the landfill.

ADMINISTRATIVE SIGN-OFF:



Guillermo Hermoso
Administrative Services Officer

cc: County Administrative Office

Attachment(s)
A-Original Agreement 27398
B-Agreement 27398 First amendment

**AGREEMENT
WASTE TIRE REMOVAL AND RECYCLING**

I. INTRODUCTION

THIS AGREEMENT is entered into as of November 1, 2015, between the COUNTY OF TULARE, referred to as COUNTY, and, SHAMROCK RECYCLING OF CALIFORNIA, INC., a California Corporation referred to as CONTRACTOR, with reference to the following:

II. RECITALS

A. WHEREAS, COUNTY owns the Visalia Landfill at Road 80 and Avenue 328, the Teapot Dome Landfill at Road 208 and Avenue 128 and the Woodville Landfill at Road 152 and Avenue 198 (currently inactive) all of which are located in the County of Tulare (SITES); and

B. WHEREAS, the California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000 et seq.) mandates that COUNTY develop programs to divert solid waste from landfill facilities through source reduction, recycling, and composting activities; and

C. WHEREAS, the COUNTY has requested proposals from companies and the CONTRACTOR has submitted a proposal to the COUNTY; and

D. WHEREAS, CONTRACTOR has the capability to remove and divert Waste Tires and Waste Tires with Rims brought to COUNTY'S Landfills; and

E. WHEREAS, pursuant to Government Code 4526, COUNTY has determined that CONTRACTOR possesses the demonstrated competence and professional qualifications

ACCORDINGLY, IT IS AGREED:

III. DEFINITIONS

A. Waste Tire - A whole or partial tire of any size that may or not be reinforced with cords of nylon, fiberglass, steel or other material, originally manufactured for any wheeled on or off road vehicle, which is not on a vehicle and may not be suitable for its original intended use due to wear, damage, or defect.

B. Transport Trailer - A licensed and insured cargo container owned and operated by CONTRACTOR in compliance with all local, State and Federal laws and regulations.

C. Rim - A ferrous or non-ferrous circular structure on which a tire is fitted in order to permit attachment to a vehicle.

D. Landfills - The name and address of the landfills are as follows: Visalia Landfill located at 8614 Avenue 328, the Teapot Dome Landfill located at 21063 Avenue 128, and the currently inactive Woodville Landfill at 19800 Road 152 all of which are located in the County of Tulare, California.

IV. SPECIFIC TERMS

1. **TERM:** This Agreement shall become effective as of November 1, 2015 and shall expire at 11:59 PM on October 31, 2018 unless otherwise terminated as provided in this Agreement. COUNTY may elect to extend this agreement for up to two (2) additional one-year terms at the same rates and subject to the same terms and conditions by giving CONTRACTOR written notice of its election no later than thirty (30) days before expiration of the initial or extended term.

2. **SERVICES TO BE PERFORMED:** CONTRACTOR shall accept and remove all waste tires, with or without rims, made available at COUNTY'S landfill SITES. CONTRACTOR shall provide all personnel, vehicles and equipment necessary to process and remove all Waste Tires and Waste Tires with Rims at each Landfill. CONTRACTOR shall provide empty transport trailers for COUNTY personnel to load with Waste Tires and Waste Tires with Rims within seven (7) calendar days of a telephoned COUNTY request to do so and shall remove them as outlined in CONTRACTOR's proposal attached as **EXHIBIT A**.

3. **PAYMENT FOR SERVICES:** CONTRACTOR shall be paid the rate of \$180 (one hundred eighty dollars) for each ton of Waste Tires, with or without Rims, removed from Landfills in the manner specified in CONTRACTOR's proposal attached as **EXHIBIT A**.

4. **METHOD OF BILLING AND PAYMENT:** Once each month, CONTRACTOR shall present invoice to the Solid Waste Director or his designee for all material removed from Landfills during the previous month. Said invoice will delineate the total number of tons removed from each Landfill during the previous calendar month. Invoices will be accompanied by copies of COUNTY's individual weight tickets for the billing period. The form and content of the invoice shall satisfy the Tulare County Auditor. COUNTY will endeavor to pay CONTRACTOR within 30 days after approval of an invoice by the Solid Waste Director or his designee and the Auditor. COUNTY will endeavor to notify the CONTRACTOR of any objections, questions, or complaints regarding any particular invoice within 15 days of receipt of such invoice. If COUNTY determines that any

amounts were improperly billed and/or paid to the CONTRACTOR, or CONTRACTOR was improperly underpaid, adjustments by such amounts may be made in the payment on the current or a later invoice. CONTRACTOR will be entitled to an explanation of any such adjustments upon request. No interest or penalties shall accrue for late payments.

5. OPERATIONS: COUNTY shall provide access to each designated Landfill at times established by COUNTY, and COUNTY shall provide CONTRACTOR with adequate operational space at each site.

All work performed by CONTRACTOR shall be coordinated with the Tulare County Refuse Site Coordinator in such manner as to minimize disruption to COUNTY'S landfill operations. CONTRACTOR shall designate and keep COUNTY apprised of the identity of a project manager who shall be responsible for ensuring that all employees or agents of CONTRACTOR present a neat appearance, wear appropriate name badges when on COUNTY'S sites, and possess adequate training and/or certification and licenses required for the work they perform pursuant to this Agreement. CONTRACTOR shall establish methods for identifying, correcting and preventing deficiencies in the work to be performed by CONTRACTOR'S agents and employees.

COUNTY shall not direct CONTRACTOR'S agents or employees in the performance of their duties; however, in any dispute over the location, timing or public safety aspects of CONTRACTOR'S on-site operations, COUNTY'S decision shall be final.

Title to all Waste Tires and Waste Tires with Rims removed by CONTRACTOR shall vest in CONTRACTOR when the loaded transport trailer leaves the landfill site at which it was loaded. CONTRACTOR shall be solely responsible for transporting and recycling of all removed Waste Tires and Tires with Rims in full compliance with all local, State and Federal laws and regulations. CONTRACTOR shall provide COUNTY with copies of all licenses, certifications, permits and manifests required by any local, State or Federal agency with jurisdiction over the hauling or recycling of waste tires upon request.

CONTRACTOR shall have the sole responsibility for determining to its satisfaction that waste tires have been properly loaded for legal travel on a roadway before removing a trailer from the Landfill.. If Contractor has determined Trailer is not loaded properly so as to be safe for travel on roadways, Contractor can request County reload Trailer to Contractor's specifications, as Contractor accepts all liability once trailer is removed from the Landfill.

CONTRACTOR shall endeavor to dispose of all Waste Tires and Waste Tires with Rims removed from Landfills in a manner that shall divert said materials from Landfills and maximize COUNTY'S compliance with the waste diversion mandates of the California Integrated Waste Management Act.

V. GENERAL TERMS

6. INDEPENDENT CONTRACTOR STATUS:

(a) This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY.

(b) CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

1. Withhold FICA (Social Security) from CONTRACTOR'S payments.
2. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
3. Withhold state or federal income tax from payments to CONTRACTOR.
4. Make disability insurance contributions on behalf of CONTRACTOR.
5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

(c) Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

7. **COMPLIANCE WITH LAW:** CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

8. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

9. **RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

10. **CONFLICT OF INTEREST:**

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

11. **INSURANCE:** Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the Clerk of the Board of Supervisors evidence of insurance as set forth in **EXHIBIT B** attached, which outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in **EXHIBIT B** shall not be used to reduce limits available to COUNTY as an additional insured from CONTRACTOR's full policy limits.

Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this Agreement.

12. **INDEMNIFICATION:** CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTORS failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

13. **TERMINATION:**

(a) Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or

- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to COUNTY's retention of CONTRACTOR, or
- (7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the CONTRACTOR.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of

this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

14. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the COUNTY, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

15. **FORM DE-542:** If CONTRACTOR is an individual, CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

16. **NOTICES:**

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

With A Copy To:

County of Tulare Solid Waste Department
5955 SOUTH MOONEY BLVD.
Visalia, CA 93277
Fax No.: 559-624-1041 / Confirming No.: 559-624-7195

CONTRACTOR:

Shamrock Recycling of California, Inc.
PO Box 31146
Stockton, CA 95213
(209)969-2882 FAX: (209)465-2012

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing.

Either party may change the above address by giving written notice pursuant to this paragraph.

17. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

18. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

19. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

20. **CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

21. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

22. **NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

23. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

24. **EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

25. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

26. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

27. **ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

(a) It is recognized that both the Contractor and the County have the responsibility to protect County employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The County, in its sole discretion, has the right to require Contractor to replace any employee who provides services of any kind to County pursuant to this Agreement with other employees where County is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude County from terminating this Agreement with or without cause as provided for herein.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: 10-27-15

BY [Signature]
Chairman, Board of Supervisors



ATTEST: MICHAEL C. SPATA
Interim County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: [Signature]
Deputy Clerk

CONTRACTOR

Date: 10-19-2015

By: [Signature]
TITLE PRESIDENT

Date: 10-19-2015

By: [Signature]
TITLE CFO

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By: [Signature]
Deputy 20151533

Date 10/20/15

EXHIBIT A



Shamrock Recycling of California, Inc.

P.O. Box 31146, Stockton, California, 95213
Office (209) 969-2882, Dispatch (209)639-6015, Fax (209)465-2012

9-18-2015

Elsie Lopez-Triste
Tulare County Solid Waste Department
5955 S. Mooney Blvd.
Visalia, CA 93277

Dear Ms. Triste:

Shamrock Recycling of California Inc. had serviced Tulare County since 2011 under the previous contract. Shamrock maintains four 55 yard open top boxes solely dedicated to serving Tulare County's scrap tire needs. Shamrock picked up scrap tires at Tea Pot Dome Landfill or Visalia Landfill on average of two times per week.

As opposed to dropping empty 40' trailers for County employees to fill by hand, we have a different system set up with your landfills to pick up your scrap tires. We use 55 yard boxes on roll off trucks and each truck has a roll off trailer. We service one land fill at a time with two trucks which is four 55 yard boxes. Each box holds on average 15 tons. A Tulare County employee loads all four boxes at once with a powered front end loader and that normally cleans out your pile of tires until the next trip. Your employee's also separate the OTR's from the car/truck tires and load these OTR's in a separate box. Forklift and solid rubber tires and treads are also loaded in the box with the OTR's. The county employees are great to work with and normally have everything loaded in an hour or so. There has been that rare occasion where my driver has waited as long as 4 hours because of equipment problems at the landfill.

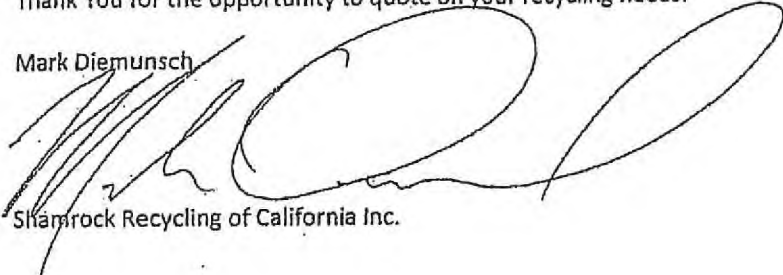
The car and truck tires are process at our facility located at W/M's Altamont Pass Landfill. The tires are shredded to a 6" chip size that meets Cal Recycle's requirement for Tire Derived Aggregate (TDA). Waste Management uses this TDA as a beneficial use in their landfill for methane gas collection pockets, drainage, and daily cover. The OTR's and other solid tires are processed at a different location and sheared into quarters for disposal.

We would be pleased to offer our services to Tulare County for the following:
Car/truck OTR's tires \$180/ton

Shamrock Recycling of California Inc. operates under Waste Management's Tire Recycling permit. Shamrock carries all the insurance and permits required by Tulare County. Mark Diemunsch is the President and authorized to conduct applicable business for Shamrock Recycling of California Inc.

Thank You for the opportunity to quote on your recycling needs.

Mark Diemunsch



Shamrock Recycling of California Inc.

EXHIBIT B

SHAMR-1 OP ID: PP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sabbe & Associates, Inc., Northern Coast Regional Office 2200 East Bidwell Street Folsom, CA 95630-3463 Patti E Prock	CONTACT NAME: Patti E Prock PHONE (A/C, No, Ext): 916-817-4445 FAX (A/C, No): 916-817-4416 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Century National Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B: Catlin Specialty Ins Co</td> <td></td> </tr> <tr> <td>INSURER C: State Compensation Insurance</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Century National Insurance Co.		INSURER B: Catlin Specialty Ins Co		INSURER C: State Compensation Insurance		INSURER D:		INSURER E:		INSURER F:	
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INSURER C: State Compensation Insurance															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Shamrock Recycling of CA Inc PO Box 31146 Stockton, CA 95213															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			0400700718	04/18/2015	04/18/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY		X	BAP0167365	10/16/2015	10/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	9042879	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Comprehensive			BAP0167365	10/16/2015	10/16/2016	Ded 1,000
A	Collision			BAP0167365	10/16/2015	10/16/2016	Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The County, its officers, agents, officials, employees and volunteers are named as Additional Insureds. Insurance Coverage is primary insurance as respects the County, its officers, agents, officials, employees and volunteers. Waiver of Subrogation applies to Workers' Compensation. 30 Days written notice of Cancellation to the County.

CERTIFICATE HOLDER Tulare County Resource Management Agency 5961 South Mooney Blvd Visalia, CA 93277	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Patti E Prock
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POLICY NUMBER: 0400700718
SHAMROCK RECYCLING OF CALIFORNIA, INC.

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Tulare County, its officers, agents employees and volunteers, individually and collectively	ALL INSURED'S OPERATIONS "IT IS FURTHER AGREED THAT THIS INSURANCE SHALL BE PRIMARY AND NON- CONTRIBUTORY BUT ONLY IN THE EVENT OF A NAMED INSURED'S SOLE NEGLIGENCE"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional Insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional Insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION



REP A2
9042879-15
RENEWAL
NF
1-17-20-19
PAGE 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE AUGUST 12, 2015 AT 12.01 A.M.
AND EXPIRING APRIL 1, 2016 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

SHAMROCK RECYCLING OF CALIFORNIA

PO BOX 31146
STOCKTON, CA 95213

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING.
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

TULARE COUNTY RESOURCE

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

SHAMROCK RECYCLING OF CALIFORNIA

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

AUGUST 14, 2015

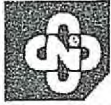
2570

A handwritten signature in black ink, appearing to read "Karl R. Lauf".

AUTHORIZED REPRESENTATIVE

A handwritten signature in black ink, appearing to read "Vernon Steiner".

PRESIDENT AND CEO



COASTAL BROKERS INS SVCS INC
 6602 OWENS DR STE 300
 PLEASANTON CA 94588-3300

SHAMROCK RECYCLING OF CA INC
 PO BOX 31146
 STOCKTON CA 95213

(925) 277-1090

Name of Insured: SHAMROCK RECYCLING OF CA INC		Endorsement Effective Date and Time: 10/16/2015 at 12:01 AM
Policy Number: BAP0167365	Policy Term Covers from: 12:01 AM on 10/16/2015 to 10/16/2016 at 12:01AM	Endorsement Number: 000
Name of Agency: COASTAL BROKERS INS SVCS INC 124800		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured Endorsement

IT IS AGREED THAT INSURANCE AFFORDED BY THE ABOVE POLICY SHALL APPLY TO THE PARTY(S) NAMED BELOW, AS THEIR INTEREST MAY APPEAR BUT SHALL NOT OPERATE TO INCREASE THE LIMITS OF THE COMPANY'S LIABILITY. ANY ADDITIONAL INSURED LANGUAGE ON A CERTIFICATE OF INSURANCE IS VOID.

The additional insured named below is only an insured for liability which is the result of an act or omission of the "NAMED INSURED" of the policy and shall have no coverage under this endorsement or the policy for its own acts or omissions, those of its agents or employees, or those of any other person or entity for which it is vicariously liable, save for acts of omissions of the "NAMED INSURED" of the policy. Further, any insurance provided by this endorsement shall be excess to all other insurance available to any person or entity who becomes an insured by reason of this endorsement whether the other insurance is primary or excess and whether or not the other insurance is collectible. In the event the other insurer has a duty to defend any person or entity added to our policy by reason of this endorsement, we will have no duty to defend that person or entity however, we may elect to do so, and, if we do, we will be entitled to the rights of any person or entity we do defend against the other insurer.

ADDITIONAL INSURED

TULAR COUNTY RESOURCE
 ITS OFFICERS, AGENTS, OFFICIALS & EMPLOYEES
 MANAGEMENT AGENCY
 5961 SOUTH MOONEY BLVD
 VISALIA CA 93277

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.