

**SECOND AMENDEMENT TO
TULARE COUNTY AGREEMENT NO. 19558**

THIS SECOND AMENDEMENT TO TULARE COUNTY AGREEMENT NO. 19558 IS ENTERED INTO THIS _____ DAY OF _____, 2006, BETWEEN THE between the City of Visalia, hereinafter referred to as the "CITY", and TULARE COUNTY hereinafter referred to as the "COUNTY".

RECITALS

WHEREAS, COUNTY is a political subdivision of the State of California; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, CITY and COUNTY provide joint services to their residents for the collection and disposal of hazardous wastes from materials used in the home environment, pursuant to the terms and conditions of a Joint Venture Agreement, dated October 15, 1991, bearing Tulare County Agreement No. 16407 ("Joint Venture Agreement");

WHEREAS, in furtherance of the Joint Venture Agreement, the CITY and COUNTY entered into an Agreement dated March 30, 1999, and bearing Tulare County Agreement No. 19558, providing for, among other things, the operation by the CITY of a Public Household Hazardous Waste Collection Center (PHHWCC), such agreement referred to herein as "Tulare County Agreement No. 19558" or "Operating Agreement"; and

WHEREAS, the Operating Agreement has been amended by Tulare County Agreement No. 19558-A, entered into on October 26, 1999, which changed some of the terms of the Operating Agreement but otherwise left it in full force and effect; and

WHEREAS, the Operating Agreement and Joint Venture Agreement incorporate by reference a document titled "City of Visalia Household Hazardous Waste Collection Center Operation Plan" (hereinafter referred to as "Operation Plan"), last revised on August 29, 1991, which Operation Plan has governed the operation of the PHHWCC; and

WHEREAS, the State of California has awarded the COUNTY \$122,214 through Grant Agreement No. 22100 (the "Grant Agreement"), approved by BOS by Resolution No. 2004-0807 on October 29, 2004. The Grant Agreement provides for the expansion of the Visalia PHHWCC in order to allow for the handling of universal waste and recyclable materials from residents and satellite antifreeze, battery, oil, and paint (ABOP) collection centers; to increase efficiency by incorporating the experience of fifteen years of operation to improve the process flow of Household Hazardous Waste through the Visalia PHHWCC; and to further the goal of bringing the Visalia PHHWCC in full compliance with the requirements of the Health and Safety Code and California Code of Regulations; and

WHEREAS, CITY and COUNTY have agreed on a program of improvements to the Visalia PHHWCC facility, and have developed mutually agreeable plans and specifications for such program of improvements, hereinafter referred to as the "Project"); and

WHEREAS, the improvements to the Visalia PHHWCC facility, and the changes to its operation, which are provided for in the Grant Agreement are over and above the facility construction and operation requirements as specified by the Operating Agreement, as amended; and

THEREFORE, the CITY and COUNTY now desire to set forth their understandings regarding the completion of the Project, the use of County's grant funds, and the changes in the operation of the PHHWCC, by entering into this Second Amendment to Tulare County Agreement No. 19558.

NOW THEREFORE, CITY and the COUNTY agree as follows:

A. The following terms and conditions shall be added to Tulare County Agreement No. 19558 (the Operating Agreement) as additional terms and conditions of that agreement. In addition, any term or condition of the Operating Agreement that is not consistent with the following terms and conditions shall be considered to be amended to conform with the following terms and conditions.

- 1. The County agrees that it shall be responsible, with the consent of the City, for the planning, construction of and payment for the Project, which shall be defined as that certain project known as "ADDITION TO THE TULARE COUNTY HHW FACILITY" as shown on the following plans:**

GENERAL DRAWINGS

G-1 DRAWING INDEX, GENERAL INFORMATION

C-1 SITE PLANS

ARCHITECTURAL / ELECTRICAL DRAWINGS

A-1 DEMOLITION AND FOUNDATION PLAN

A-2 FLOOR PLAN AND ROOF FRAMING / ROOF PLAN

A-3 SECTIONS AND DETAILS

A-4 DETAILS

A-5 ELEVATIONS

E-1 PARTIAL SITE ELECTRICAL PLAN

E-2 ELECTRICAL PLANS

E-3 SINGLE LINE DIAGRAM AND DETAILS

E-4 MATERIAL SPECIFICATIONS

- 2. The CITY acknowledges that it has reviewed such plans and gives its consent to them; such consent, however, does not constitute a waiver of the requirement that the project obtain the normal permits that would be required to be obtained from the City for similar projects, which the COUNTY agrees it shall be responsible for obtaining.**
- 3. The COUNTY shall conduct a Request For Bids ("RFB") to hire a contractor who is licensed, qualified, and willing to complete the Project pursuant to specifications developed consistent with this Amendment and consistent with all documents associated with Grant Agreement No. 22100, and shall thereafter hire a contractor acceptable to the CITY.**
- 4. COUNTY shall administer the contract with the selected contractor and shall pay for all costs and all amounts payable as a result of such contract, and any other cost necessary to complete the Project, including but not limited to permit costs, regardless of whether the total of such costs exceeds the amount provided to the County under Grant Agreement No. 22100.**
- 5. COUNTY shall provide periodic progress reports to the CITY.**
- 6. CITY agrees and consents to the construction of the Project on property owned by the CITY as identified in the above noted plans, subject to the indemnification provisions of Tulare County Agreement No 19558. Upon completion of the Project, the permanent improvements created by the Project shall become the property of CITY. CITY shall be considered a third party beneficiary of the contract between COUNTY and the selected contractor, and shall be entitled to directly enforce any warranty claim that may arise, and COUNTY shall make such third-party-beneficiary status of the CITY known to the selected contractor.**

7. CITY and COUNTY shall meet and confer for the purpose of agreeing to an amendment to the Operation Plan to address, at a minimum, the following issues: (i) the revision of the list of materials accepted by CITY personnel at the PHHWCC and disposed of by the COUNTY; (ii) establishment of deadlines and timeframes for removal of materials from the PHHWCC by the COUNTY; and (iii) establishment of a process for the creation and review of a budget accounting for the costs of the operation of the PHHWCC. The amendment to the Operation Plan shall occur within six months of the execution of this Second Amendment.
8. Until such time as the Operation Plan is amended as set forth above, the COUNTY agrees that it shall be responsible for removing the additional waste materials accepted by the CITY as a result of this Second Amendment in a manner similar to the materials that are currently accepted pursuant to the Operating Agreement and the Operation Plan, and that the indemnifications provided in those agreements shall also apply to the new materials accepted.

B. All other terms and conditions of Tulare County Agreement No. 19558, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COUNTY OF TULARE

Dated: _____

By: _____

Title: _____

Attest:

By: _____
Clerk, Board of Supervisors

CITY OF VISALIA

Dated: _____

By: _____
City Manager

Dated: 1/10/07

By: _____
City Attorney

Dated: 1/10/07

By: _____
City Risk Manager

Dated: _____

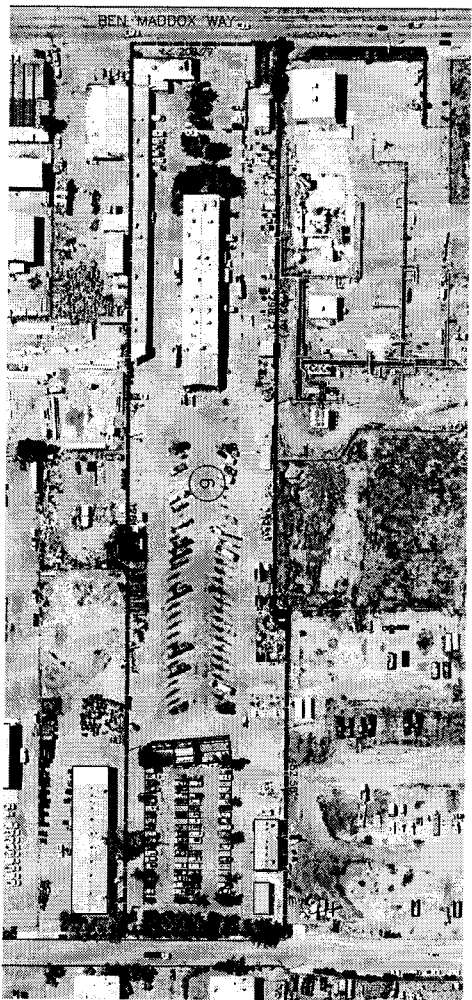
By: _____
City Purchasing Manager

**APPROVED AS TO FORM:
COUNTY COUNSEL**

By: _____
Deputy 10-2-06

1D ABBREVIATIONS

1A PROJECT LOCATION



1A EXISTING SITE PLAN



9A ENLARGED SITE PLAN



Quad Knopf

Architecture • Interior Design • Landscape Architecture

1000 Broadway, Suite 200, San Francisco, CA 94107

PROJECT:
ADDITION TO THE TULARE
COUNTY HHW FACILITY
for the
Tulare County Environmental Health Services
Division

335 North Oak Street, Visalia, CA 93291

PROJECT NO.: 0900 **DATE:** APRIL 2009

DRAWING NO.: C-1

SITE PLANS



SCALE: 1/4" = 1'-0"



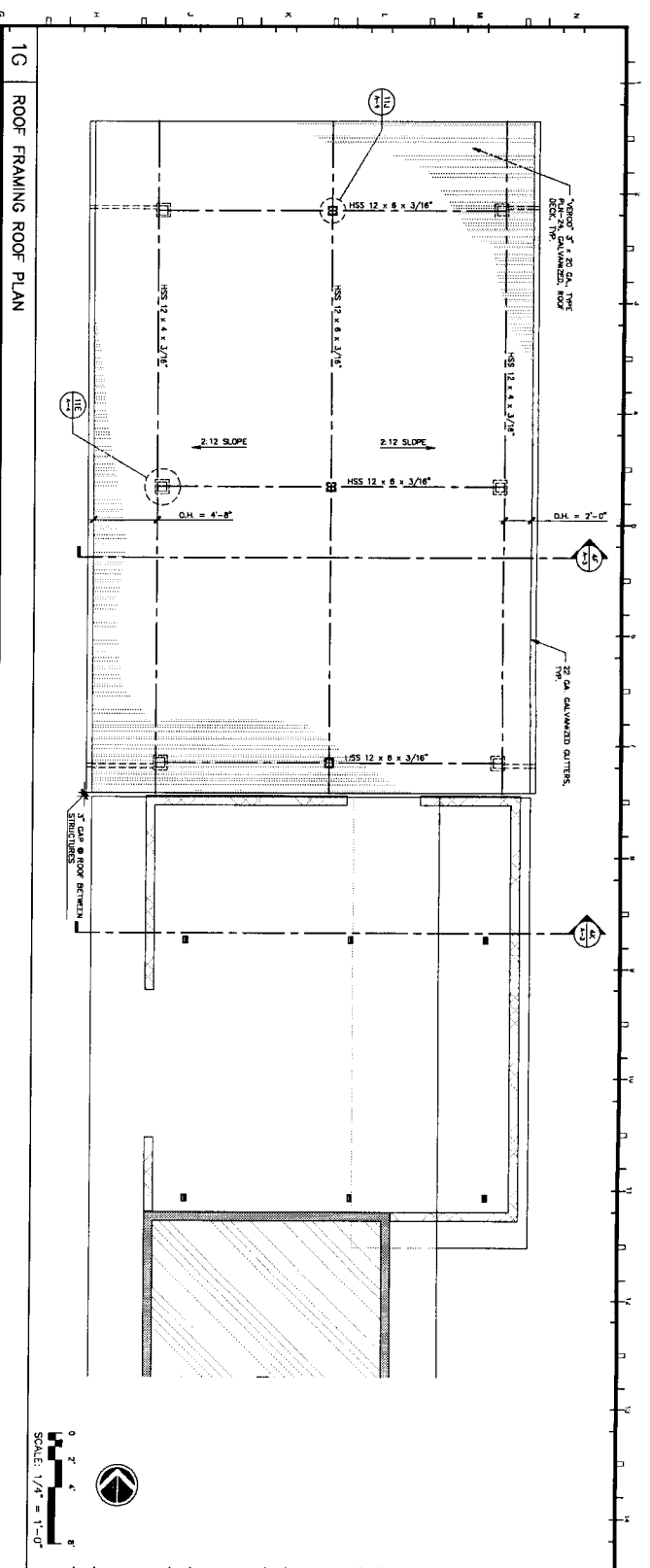
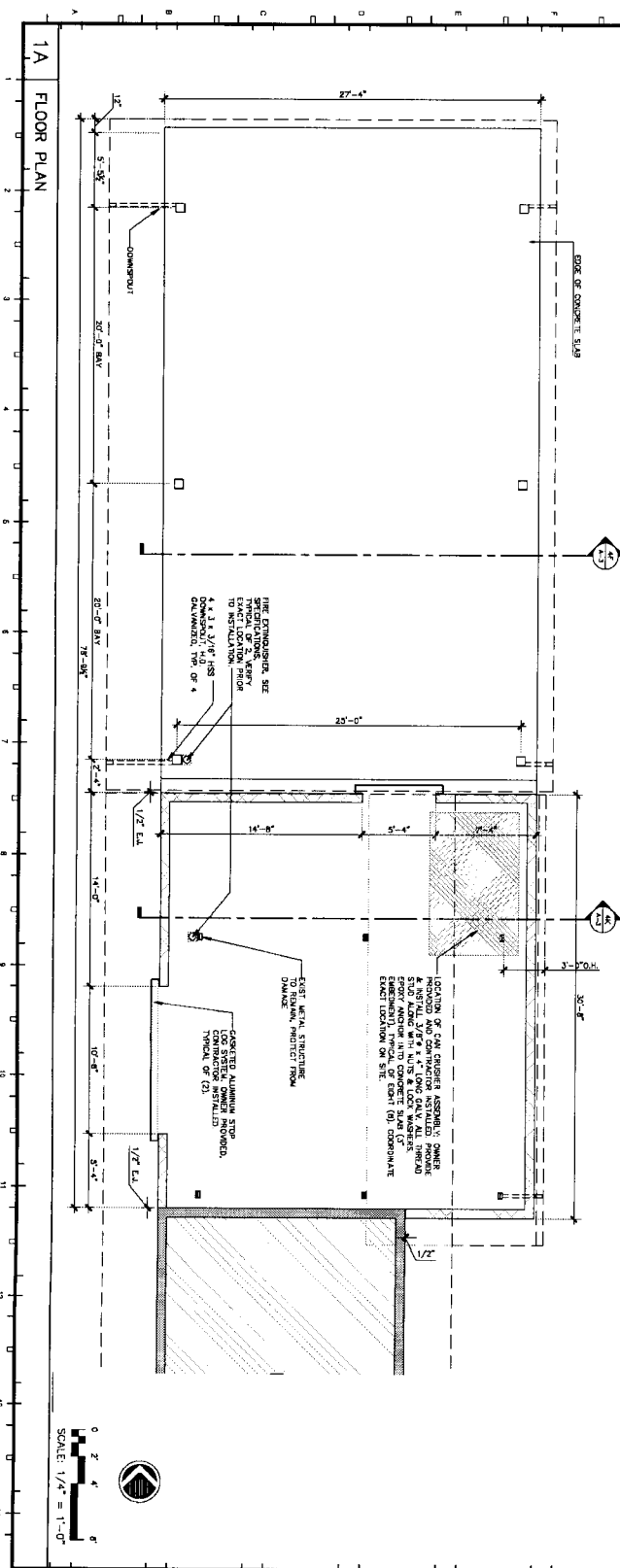
SCALE: 1/4" = 1'-0"

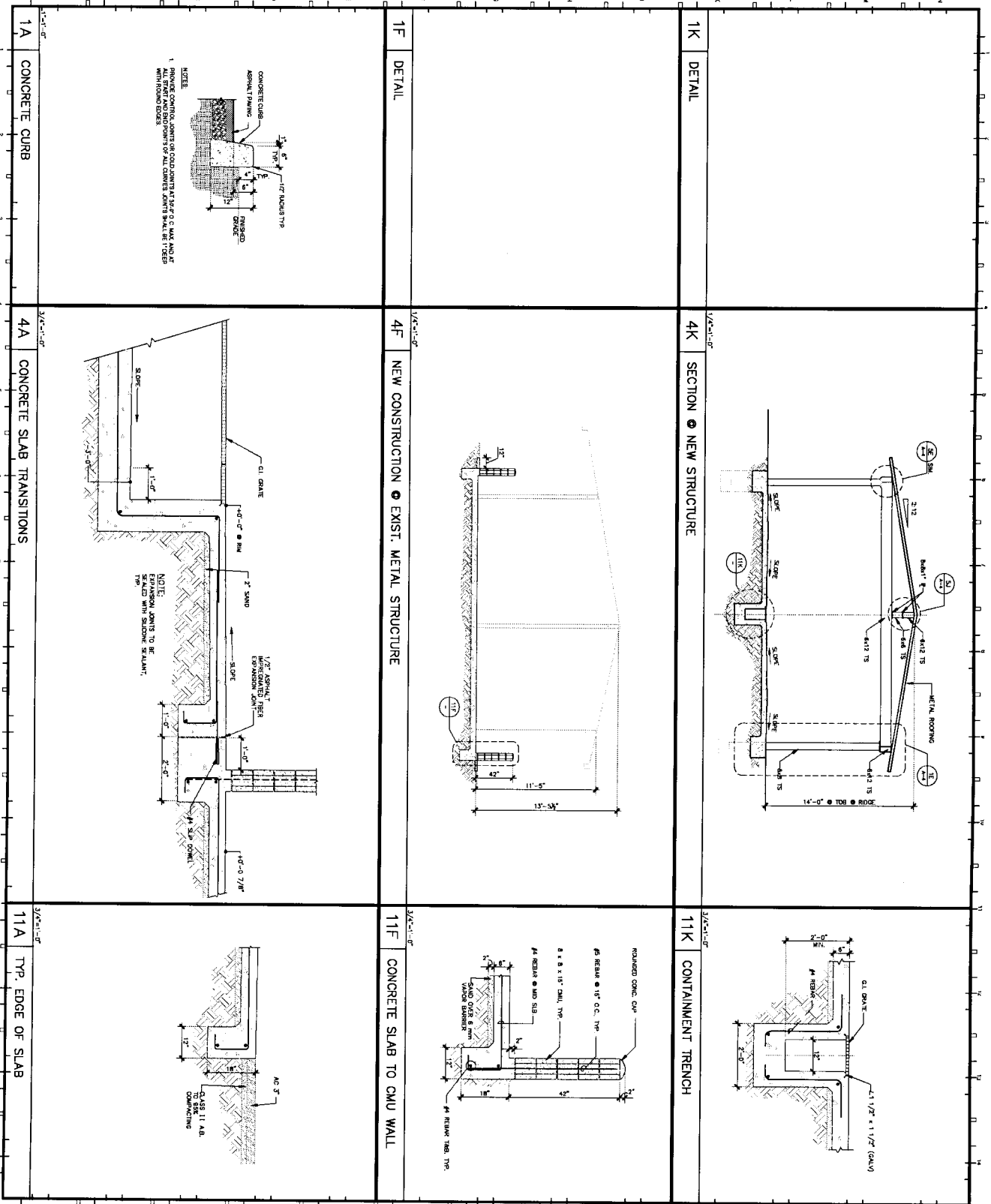
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Architecture ♦ Interior Design ♦ Landscape Architecture
1000 West 10th Avenue • Denver, CO 80202 • 303.733.1100

Tulare County Environmental Health Services
Division

A-1







Quad Knopf

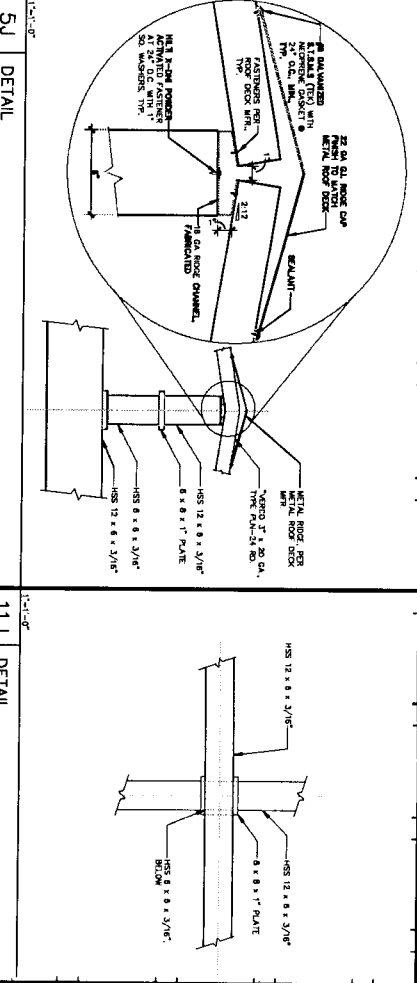
Architectural • Interior Design • Landscape Architecture
Professional: Mike M. Knopf, AIA, LEED AP

PROJECT: ADDITION TO THE TULARE COUNTY HHW FACILITY
CONTRACT NO. 19-001
Tulare County Environmental Health Services
335 North Main Street, Suite 100, Tulare, CA 93231

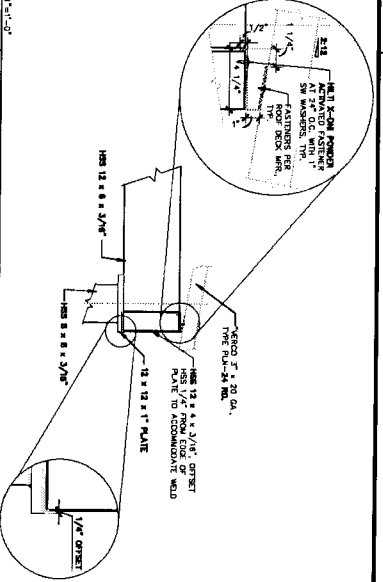
PROJECT NO.: 19-001
DATE: JAN 2020

SECTION TITLE: DETAILS
SECTION NO.: A-3

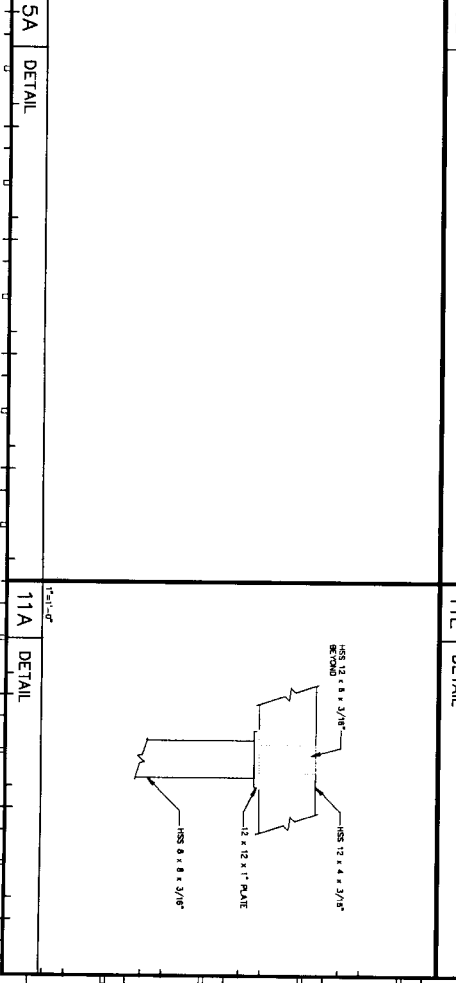
- TYPICAL NOTES:**
1. ALL WEIDS TO BE 1/4" FILET, ALL AROUND U.G.N.
 2. ALL WEIDS TO BE GROUND SMOOTH PRIOR TO GALVANIZING.
 3. FLASHING TO ROOF DICK TO BE #8 GALVANIZED STEEL'S (TFO) WITH WEIDPICK CASSET 8" MAX. 24" O.C. U.G.N.



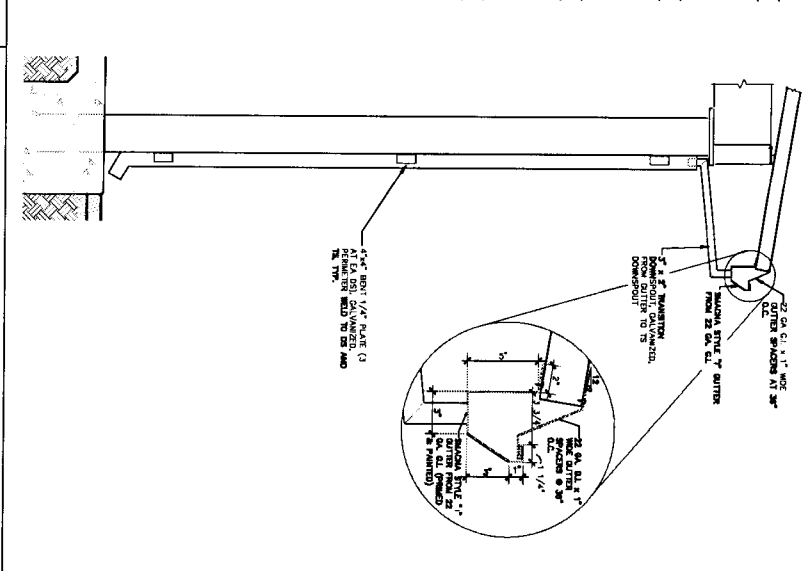
5J DETAIL



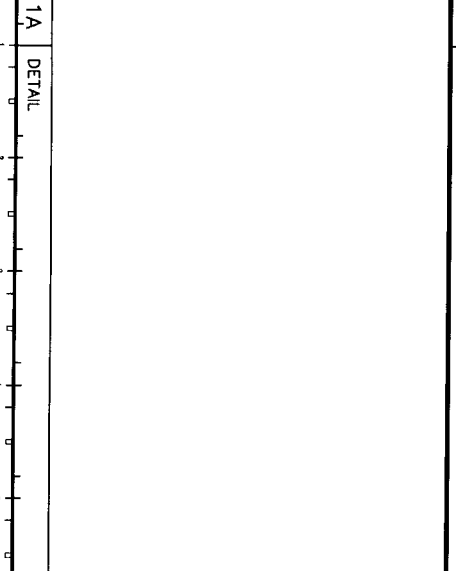
11J DETAIL



11A DETAIL



1E DETAIL

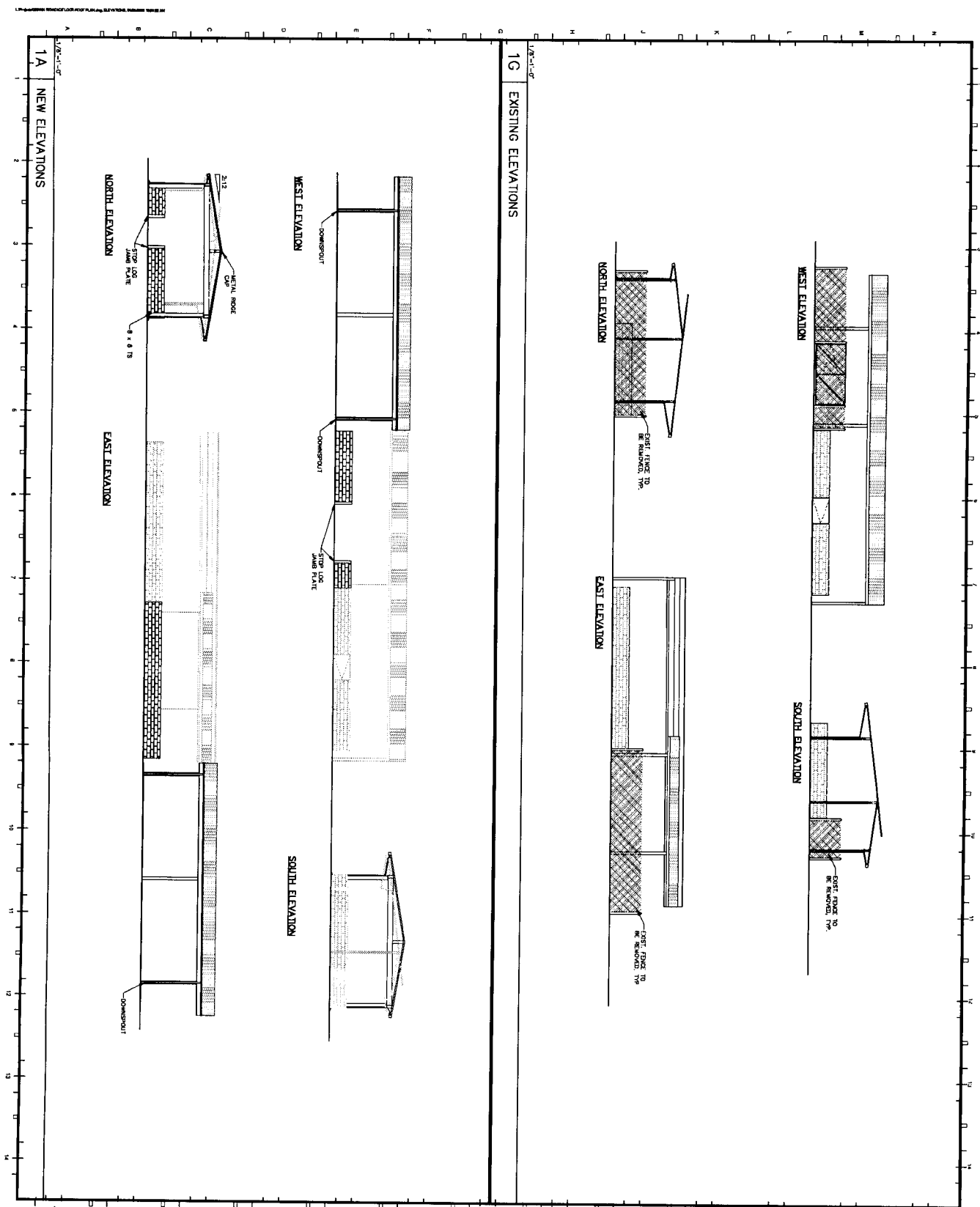


1A DETAIL



Quad Knopf

Architects • Interior Design • Landscape Architects
 PROJECT: ADDITION TO THE TULARE COUNTY HHW FACILITY
 Tulare County Environmental Health Services Division
 335 NORTH CARM STREET, TULARE, CA 93231
 DRAWING TITLE: DETAILS
 DATE: JUNE 2008
 DRAWING NO: A-4



- TYPICAL ELEVATION NOTES:**
1. ALL METAL STRUCTURE SURFACES ARE TO BE GALVANIZED.
 2. OAK BLOCK COLOR TO MATCH EXISTING.
 3. METAL ROOF DECK TO HAVE GALVANIZED FINISH.
 4. GUTTERS AND DOWN SPOUTS ARE TO BE GALVANIZED.



Quad Knopf
 Architects & Interior Design • Landscape Architects
 225 North Main Street, Suite 200
 Tulare, CA 93201

PROJECT: ADDITION TO THE TULARE COUNTY HHW FACILITY
 FOR THE Tulare County Environmental Health Services Division
 335 North Main Street, Suite 200, Tulare, CA 93201

PROJECT NO.: 2008
DATE: JUNE 2008
DRAWING TITLE: ELEVATIONS
SHEET NO.: A-5

SCALE: 100 = 100%

SCALE: 100 = 1"



- ① **CONSENT** TO THE SALE OF GOODS TRANSFERS TITLE TO THE GOODS TO THE BUYER. THE SELLER'S OBLIGATION TO DELIVER THE GOODS IS LIMITED TO THE OBLIGATION TO DELIVER THE GOODS IN ACCORDANCE WITH THE CONTRACT.
- ② **CONTRACT** TO BUY GOODS TRANSFERS TITLE TO THE GOODS TO THE BUYER. THE SELLER'S OBLIGATION TO DELIVER THE GOODS IS LIMITED TO THE OBLIGATION TO DELIVER THE GOODS IN ACCORDANCE WITH THE CONTRACT.
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For more information: PG and the York County NHS Foundation pg.org

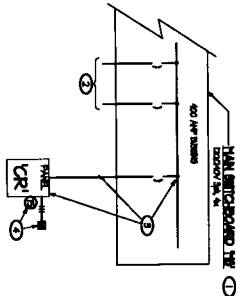
COUNTY HHSW FACILITY

Division

DATE	MM	DATE	MM
04780			

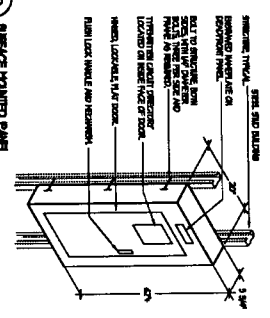
TROPICAL PLANTS

7



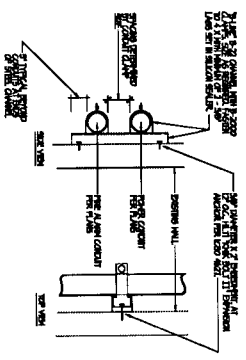
1 SINGLE LINE DIAGRAM

BY SCALE



2 SURFACE MOUNTED PANEL

BY SCALE



3 CONTROL STATION

BY SCALE

SINGLE LINE		PANEL		LOCATION		SINGLE LINE		PANEL		LOCATION	
NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION
1	TRANSFORMER	1	TRANSFORMER	1	TRANSFORMER	1	TRANSFORMER	1	TRANSFORMER	1	TRANSFORMER
2	SWITCHGEAR	2	SWITCHGEAR	2	SWITCHGEAR	2	SWITCHGEAR	2	SWITCHGEAR	2	SWITCHGEAR
3	DISTRIBUTION PANEL	3	DISTRIBUTION PANEL	3	DISTRIBUTION PANEL	3	DISTRIBUTION PANEL	3	DISTRIBUTION PANEL	3	DISTRIBUTION PANEL
4	CONTROL STATION	4	CONTROL STATION	4	CONTROL STATION	4	CONTROL STATION	4	CONTROL STATION	4	CONTROL STATION
5	WIRING	5	WIRING	5	WIRING	5	WIRING	5	WIRING	5	WIRING
6	GROUNDING	6	GROUNDING	6	GROUNDING	6	GROUNDING	6	GROUNDING	6	GROUNDING
7	CONNECTIONS	7	CONNECTIONS	7	CONNECTIONS	7	CONNECTIONS	7	CONNECTIONS	7	CONNECTIONS
8	OTHER	8	OTHER	8	OTHER	8	OTHER	8	OTHER	8	OTHER



Quad Knopf
 Architecture • Interior Design • Landscape Architecture
 PROJECT: ADDITION TO THE TULARE COUNTY JUVENILE FACILITY
 325 North Coast Street, Suite 100, CA 93201
 PROJECT NO. 0000 DATE: 01/15/00
 DRAWING NO. 0000
 DRAWING TITLE: SINGLE LINE DIAGRAM AND DETAILS
 E-3

1. SINGLE LINE DIAGRAM AND PANEL SCHEDULE NOTES
 2. THE SINGLE LINE DIAGRAM IS A SUMMARY OF THE ELECTRICAL SYSTEM. IT DOES NOT SHOW THE LOCATION OF THE EQUIPMENT OR THE WIRING. THE PANEL SCHEDULE IS A SUMMARY OF THE EQUIPMENT AND THE WIRING. IT DOES NOT SHOW THE LOCATION OF THE EQUIPMENT OR THE WIRING.
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