

PC Contract No. _____



CALIFORNIA ARCHITECTURAL PAINT RECOVERY PROGRAM
901 New York Avenue NW, Suite 300W
Washington DC 20001
Phone: (855) 724-6809
Fax: (855) 385-2020
www.paintcare.org

**California Architectural Paint Recovery Program
Household Hazardous Waste Drop-Off Site and Waste
Paint Management Agreement**

Between

PaintCare Inc.

and

**County of Tulare
Environmental Health Services Division**

TABLE OF CONTENTS

RECITALS.....	3
ARTICLE 1 – DEFINITIONS.....	3
ARTICLE 2 – TERM OF AGREEMENT.....	5
ARTICLE 3 – GENERAL OBLIGATIONS OF THE SERVICE PROVIDER.....	5
ARTICLE 4 – REPRESENTATIONS AND WARRANTIES.....	7
ARTICLE 5 – GENERAL OBLIGATIONS OF PAINTCARE.....	7
ARTICLE 6 – TITLE AND RISK OF LOSS	8
ARTICLE 7 –PAYMENT AND INVOICING.....	9
ARTICLE 8 – AUDIT AND INSPECTION RIGHTS OF PAINTCARE	10
ARTICLE 9 – INDEMNIFICATION.....	12
ARTICLE 10 – INSURANCE	13
ARTICLE 11 – TERMINATION OF AGREEMENT	17
ARTICLE 12 – ASSIGNMENT AND SUBCONTRACTING.....	17
ARTICLE 13 – FORCE MAJEURE.....	18
ARTICLE 14 – NOTICES	18
ARTICLE 15 – INDEPENDENT CONTRACTOR STATUS	19
ARTICLE 16 – DISPUTE RESOLUTION.....	19
ARTICLE 17 – COMPLIANCE WITH LAW.....	19
ARTICLE 18 – SAFETY, HEALTH, AND ENVIRONMENTAL PROTECTION; RELEASES OF HAZARDOUS SUBSTANCES; EMERGENCY RESPONSE.....	20
ARTICLE 19 – CONFIDENTIALITY/PUBLICITY	21
ARTICLE 20 – MISCELLANEOUS PROVISIONS.....	21
ATTACHMENT A: SCOPE OF WORK.....	1
ATTACHMENT B: PRICING.....	1
ATTACHMENT E: CALIFORNIA ARCHITECTURAL PAINT RECOVERY PROGRAM GUIDELINES FOR HHW DROP-OFF SITES.....	1

**CALIFORNIA ARCHITECTURAL PAINT RECOVERY PROGRAM
DROP-OFF SITE AND WASTE PAINT MANAGEMENT AGREEMENT**

This Agreement is made on this ___ day of _____, 2018 (the "Agreement") by and between the Tulare County Environmental Health Services Division located at 5957 S Mooney Blvd, Visalia, CA 93277 (the "Service Provider") and PaintCare Inc., a Delaware corporation having its office at 901 New York Avenue NW, Suite 300W, Washington, D.C. 20001 ("PaintCare").

RECITALS

Whereas, PaintCare is the program manager of the California Architectural Paint Recovery Program (the "Program"), as set forth by Cal. Public Resources Code §§ 48700 – 48706 (2010);

Whereas, pursuant to the Program, PaintCare submitted a plan to the Department of Resources, Recycling and Recovery to facilitate the management of "Program Products" (defined below) that are collected by "Drop-Off Sites" (defined below) under the Program;

Whereas, PaintCare desires to enter into agreements with hazardous waste and paint collection facilities for the purposes of collecting Program Products;

Whereas, the Service Provider has a household hazardous waste program whereby it operates "Drop-Off Sites" (as defined below), including permanent collection sites and/or temporary collection events, to which local residents may bring certain types of household hazardous waste, including Program Products, for disposal at no charge;

Whereas, PaintCare, as part of its responsibility to facilitate the management of the Program, wishes to obtain the services of the Service Provider for the collection of Program Products from the Service Provider's Drop-Off Sites, as provided in this Agreement; and

Whereas, the Service Provider may, but is not required to, engage in Additional Activities that are part of the Program, including Direct Reuse, Reprocessing, Bulking, and Internal Transportation.

Now, therefore, for and in consideration of the terms of this Agreement and the mutual promises and covenants contained herein, the parties hereto agree as follows.

ARTICLE 1 – DEFINITIONS

- 1.1 "Additional Activities" means those activities that the Service Provider has the option to perform and for which PaintCare will provide monetary compensation as set forth in Attachment B ("Pricing").
- 1.2 "Bulking/Bulked" means opening individual cans of paint and combining the latex paint into 55-gallon drums marked "Latex Paint" and the oil-based paint into a separate 55-gallon drum marked "Oil-Based Paint."

- 1.3 "Collect/Collected/Collection" means accepting Program Products from the public at Drop-Off Sites and screening incoming materials in accordance with the Program Guidelines to determine which materials are acceptable Program Products.
- 1.4 "Collection Bins" are containers provided by or approved for use by PaintCare or its contractors to hold Program Products.
- 1.5 "Direct Reuse" means selling or giving away of Collected paint to the public without combining it with the paint from other cans and without removing it from its original container.
- 1.6 "Drop-Off Sites" mean all permanent collection facilities and Temporary Collection Events that are owned, leased, subleased, or otherwise controlled by the Service Provider, as generally described in the Section entitled "Who Can Be a Drop-Off Site" in the Program Guidelines, and as specifically identified in Attachment C ("Drop-Off Site Information").
- 1.7 "Effective Date" means the date that the parties' obligations begin under this Agreement. The Effective Date is the date of the later signature below.
- 1.8 "Force Majeure" is defined in Article 13.2.
- 1.9 "Haulers" mean independent contractors hired by PaintCare to transport Program Products from the Drop-Off Sites.
- 1.10 "Including" (whether or not capitalized) means "including but not limited to."
- 1.11 "Indemnified Parties" is defined in Article 9.1.
- 1.12 "Initial Term" is defined in Article 2.1.
- 1.13 "Internal Transportation" means the Service Provider's use of its own employees or independent contractors selected by the Service Provider to transport Program Products to its Drop-Off Sites from other locations, as authorized in advance by PaintCare.
- 1.14 "Law" means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including those relating to unemployment compensation, worker's compensation, disability, taxes, worker and public health and safety, the environment, and the Program.
- 1.15 "Loose Packing/Loose Packed" means placing acceptable Program Products into Collection Bins, including sorting oil-based and latex Program Products into separate Collection Bins to the greatest extent practicable, in a manner that is conducive to safe and efficient transport.
- 1.16 "Non-Program Products" mean products not covered by the Program that are collected and/or managed by the Service Provider.
- 1.17 "Program Guidelines" mean the "California Architectural Paint Recovery Program Drop-Off Site Guidelines" in Attachment E, as may be updated by PaintCare from time-to-time.

- 1.18 "Program Products" mean the materials described in Section 3 of the Program Guidelines.
- 1.19 "Reprocessed" or "Reprocessing" means the combining of acceptable latex Program Products for resale or to give away to consumers.
- 1.20 "Required Insurance" is defined in Article 10.1.
- 1.21 "Services" mean all services for which Service Provider is responsible, as described in this Agreement and in the Attachments hereto.
- 1.22 "State" means the State of California.
- 1.23 "Temporary Collection Events" mean an event hosted by the Service Provider to Collect Program Products at locations within the State.
- 1.24 "Written" or "In Writing" (whether or not capitalized) means in a written communication in hardcopy or electronic form, including e-mail.

ARTICLE 2 – TERM OF AGREEMENT

- 2.1 This Agreement will commence upon the Effective Date and, unless terminated under Article 11 ("Termination of Agreement"), will remain in full force and effect for a period of two (2) years (such two-year period, the "Initial Term").
- 2.2 Option Years. Immediately after the expiration of the Initial Term, this Agreement will automatically renew for additional successive one (1) year terms, unless either party notifies the other in writing at least sixty (60) days in advance of the renewal term commencement date that the Agreement will not be renewed.
- 2.3 If either party provides notice that the Agreement will not be renewed, unless otherwise instructed by PaintCare, the Service Provider, before the end of the term of the Agreement, shall assemble all Collection Bins supplied by PaintCare whether or not full, and shall make them available for pick up by a Hauler at one of the Drop-Off Sites. In the event of any expiration of this Agreement, Service Provider shall cooperate with PaintCare in good faith to bring about an orderly cessation of the Services or the orderly transition of the Services to a successor.

ARTICLE 3 – GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

- 3.1 In consideration of PaintCare's payments, if any, to the Service Provider for the Services, and for activities undertaken at the expense of PaintCare, the Service Provider shall perform the Services provided for in Attachment A ("Scope of Work") in conformity with the Program Guidelines (except to the extent the Program Guidelines conflict with the terms of this Agreement or any applicable Law).
- 3.2 The Service Provider shall manage at its own expense all Program Products Collected at the Drop-Off Sites only in accordance with Attachment A ("Scope of Work") and not dispose of Program Products by any other method without the prior written approval of PaintCare.
- 3.3 Either party may amend Attachment C ("Drop-Off Site Information") to add or delete sites subject to the other party's prior written approval for each such addition/deletion.

- 3.4 The Service Provider (and not PaintCare) is responsible for:
- a. making day-to-day and critical decisions regarding the Services, including the management and supervision of all activities comprising the Services;
 - b. complying with all applicable Law relating to the Services and the operation of the Drop-Off Sites; and
 - c. securing and locking the Drop-Off Sites at all times when the facilities are closed or not attended.
- 3.5 The Service Provider shall strive to comply in all material respects with the Program Guidelines. The Service Provider will notify PaintCare in writing if the Service Provider is unable to comply with any aspect of the Program Guidelines.
- 3.6 The Service Provider is responsible for and will manage at its sole expense any and all Non-Program Products it collects at the Drop-Off Sites. PaintCare in no way accepts responsibility for such Non-Program Products.
- 3.7 The Service Provider shall not charge Program participants a fee relating to any costs that are covered by the Program. To avoid any fee practices at Drop-Off Sites that may reflect badly on the Program, the Service Provider must consult with PaintCare and obtain its approval before charging Program participants a fee for dropping off Program Products, such approval not to be unreasonably withheld. Nothing in this Agreement prohibits the Service Provider from charging fees to participants for dropping off Non-Program Products.
- 3.8 The Service Provider shall provide the Services at its own risk and take every precaution to protect all public and private property during the performance of the Services. If the Service Provider's personnel or equipment cause any damage to PaintCare's or one of its contractor's property, the Service Provider, at its sole expense, shall promptly replace the damaged property or repair it to the condition existing before the damage.
- 3.9 The Service Provider shall thoroughly familiarize itself with the nature and scope of the Services under this Agreement and with matters that may affect the Services, including the Law governing the Services and this Agreement. Any failure by the Service Provider to thoroughly familiarize itself with such matters does not relieve the Service Provider of its obligations under this Agreement.
- 3.10 Work under this Agreement shall be performed only by competent personnel under the management, supervision, and direction of, or in the employment of, the Service Provider. All personnel working for or at the direction of Service Provider must be managed, supervised, and directed by the Service Provider.
- 3.11 The Service Provider shall commit adequate resources to participate in the Program and meet its obligations under this Agreement.
- 3.12 The reporting and notification requirements identified in Attachment A ("Scope of Work") and elsewhere in this Agreement are an integral part of the Services. The Service Provider shall comply with all reasonable requests from PaintCare for preparation, access, review, and/or adjustment of these deliverables throughout the term of this Agreement.

- 3.13 The Service Provider shall inspect the Collection Bins upon arrival and determine whether they are in proper condition for use. PaintCare is responsible for replacing any defective Collection Bins and repairing normal wear-and-tear to the Collection Bins. The Service Provider shall immediately notify PaintCare if at any point during the term of the Agreement a Collection Bin(s) is not in proper condition for use and shall not use any such defective Collection Bins until they are repaired or replaced by PaintCare. The Service Provider is responsible for its use (or misuse) of any equipment it uses to perform the Services, including any Collection Bins.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES

- 4.1 The Service Provider represents, covenants, and warrants that:
- a. It is a municipality in good standing and qualified to carry on business in the State and has all necessary approval, capacity, and authority to enter into this Agreement and fully perform its obligations under this Agreement;
 - b. This Agreement does not in any way conflict with any other agreements of the Service Provider;
 - c. It possesses the business, professional, and technical expertise, training, personnel, and equipment required to perform the Services;
 - d. It will perform the Services in a diligent, safe, and workmanlike manner that conforms with generally accepted industry and professional practices, and the care and skill ordinarily exercised, for such Services; and
 - e. It and/or its facilities, employees, or agents, have been issued, as of the date of this Agreement and throughout the term of the Agreement, all permits, licenses, certificates, or approvals required by applicable Law to perform the Services.
- 4.2 PaintCare represents, covenants, and warrants that:
- a. it is a non-profit corporation formed under the laws of the state of Delaware, in good standing, and is qualified to carry on business in the State and has all necessary approval, capacity, and authority to enter into this Agreement and fully perform its obligations under this Agreement;
 - b. the execution and delivery of this Agreement has been validly authorized by all necessary corporate action by PaintCare; and
 - c. this Agreement does not in any way conflict with any other agreements of PaintCare.

ARTICLE 5 – GENERAL OBLIGATIONS OF PAINTCARE

- 5.1 Within ten (10) business days (for a pickup request in rural areas) or within five (5) business days (for a pickup request in urban areas), PaintCare shall arrange for a Hauler to pick up from any permanent Drop-Off Site any Collected Program Products at that permanent Drop-Off Site that are not managed via Direct Reuse or Reprocessing. PaintCare shall, at its expense, arrange for the Hauler to transport such Program Products after pick-up to intermediary locations, processors, or other final destination that are part of the Program.

- 5.2 Provided that the Service Provider provides PaintCare with sufficient notice as required under this Agreement, PaintCare (or its Hauler) will coordinate with the Service Provider to arrange for the timely pick-up of Program Products Collected at a Temporary Collection Event at a date and time designated by the Service Provider.
- 5.3 PaintCare shall pay the Service Provider for any Additional Activities as set forth in this Agreement and in accordance with the pricing in Attachment B ("Pricing").
- 5.4 For each Drop-Off Site, PaintCare shall provide Collection Bins to the Service Provider or approve the Service Provider's containers as Collection Bins. All Collection Bins supplied by PaintCare will remain the property of PaintCare.
- 5.5 PaintCare has no authority to manage, direct, or supervise employees, representatives, or agents of the Service Provider, including how they perform the work and achieve compliance with applicable Law. PaintCare does not have responsibility for making day-to-day and critical decisions regarding the Services, including the management or supervision of any activities comprising the Services.
- 5.6 PaintCare shall annually report the quantity of Program Products Collected statewide and the disposition of Program Products by type statewide. This obligation will survive termination of this Agreement.
- 5.7 PaintCare shall require the Haulers and their subcontractors to treat, store, and dispose of in accordance with all applicable Law all Program Products picked up by Hauler from a Drop-Off Site. PaintCare shall require that any disposal or recycling facilities utilized as part of the Program are maintained in accordance with all applicable Law.
- 5.8 PaintCare will contract with its Haulers to arrange and provide for the ultimate disposition of the Program Products according to the following hierarchy (from most to least preferred method): reuse, recycling, fuel blending, and proper disposal.
- 5.9 Nothing herein creates an exclusive arrangement between PaintCare and the Service Provider. The Service Provider may not restrict PaintCare from contracting with other entities under the Program, including other service providers with collection facilities in the Service Provider's geographical region.
- 5.10 If PaintCare or a Hauler causes any damage to the Service Provider's or one of its subcontractor's property, PaintCare shall, at no expense to the Service Provider, either (i) promptly replace the damaged property or repair it to the condition existing before the damage, or (ii) require the Hauler to replace the damaged property or repair it to the condition existing before the damage.

ARTICLE 6 – TITLE AND RISK OF LOSS

- 6.1 As between the Service Provider and PaintCare, the Service Provider has title to and risk of loss and liability for any and all Program Products and Non-Program Products that the Service Provider receives at the Drop-Off Sites, including any risk of loss and liability under the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* and under state or local Law. Notwithstanding the foregoing, once a Hauler accepts for transportation any Program Products Collected by the Service Provider under this Agreement, title to and risk of

loss for those Program Products will transfer to that Hauler. PaintCare at no time takes title to or assumes liability for any materials that Service Provider accepts at the Drop-Off Sites; however, for the Program Products that Service Provider Collects under the Program, PaintCare shall require in its contracts with its Haulers that the Haulers accept such title and risk of loss immediately upon accepting those Program Products for transportation from a Drop-Off Site.

- 6.2 PaintCare is not responsible for any damage to persons or property resulting from the performance of the Services.
- 6.3 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES; HOWEVER, NOTHING IN THIS PARAGRAPH CONSTITUTES A LIMIT OF THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS IN ARTICLE 9 ("INDEMNIFICATION").

ARTICLE 7 –PAYMENT AND INVOICING

- 7.1 As consideration under this Agreement, PaintCare will (i) provide Collection Bins, (ii) facilitate the transportation and processing of Program Products by Haulers as set forth in this Agreement, (iii) pay the Service Provider for any Additional Activities as set forth in this Agreement, and (iv) perform other services incident to the management of the Program.
- 7.2 PaintCare's payment for any Additional Activities provided by the Service Provider, if any, will be made in U.S. currency and in the manner set forth in Attachment B ("Pricing").
- 7.3 The Service Provider shall invoice PaintCare on a monthly basis, either by hard copy or electronically. Invoices furnished by the Service Provider under this Agreement must meet the requirements set forth below. PaintCare reserves the right to refuse payment of any invoice or portion thereof that does not meet the requirements set forth in this Agreement.
 - a) Each invoice must include the information included in Attachment D ("Model Invoice"), including:
 - i. a unique, identifying invoice number;
 - ii. the name of the Service Provider;
 - iii. the name and address of the payee
 - iv. the Drop-Off Site location or Temporary Event location/date;
 - v. the date(s) on which the invoiced Services were provided;
 - vi. the specific work categories of Services provided for under the Agreement;
 - vii. the specific quantity of units invoiced under each category, as appropriate;
 - viii. the unit price for each category;
 - ix. the invoiced amount for each category; and

- x. any additional information as agreed to in writing by the parties that is unique to the Services being performed.
 - b) Each invoice must include the signature of the Service Provider employee responsible for submitting the invoice and a certification that the invoice accurately reflects the work performed.
- 7.4 All amounts paid by PaintCare to the Service Provider are subject to audit by PaintCare.
- 7.5 The Service Provider shall submit all invoices to PaintCare by the method directed by PaintCare and/or at the address specified below.
 - To: PaintCare Inc.
 - Attn: Accounting
 - E-mail: paintcare@bill.com
 - Address: 901 New York Avenue NW, Suite 300W
Washington, DC 20001
- 7.6 Provided that the Service Provider has supplied the required information and otherwise performed its obligations under this Agreement, PaintCare shall pay such invoice within forty-five (45) days of the date that PaintCare receives the invoice. In the event PaintCare has a good-faith objection to an invoice, PaintCare shall pay the undisputed amount pursuant to the terms of this Agreement and notify in writing the Service Provider of said objections and describe in reasonable detail the basis for the objections. The Dispute Resolution provisions in Article 16 ("Dispute Resolution") will be used to resolve such disputed portion of an invoice. During any such dispute, the Service Provider shall continue with its responsibilities under this Agreement and shall not stop providing the Services and PaintCare shall make all payments due to the Service Provider over which there is no good-faith dispute.
- 7.7 PaintCare's payment of all or a part of an invoice neither relieves the Service Provider of any of its obligations under this Agreement nor constitutes a waiver of any claims by PaintCare. Likewise, the Service Provider's acceptance of all or part of a payment neither relieves PaintCare of any of its obligations under this Agreement nor constitutes a waiver of any claims by the Service Provider.
- 7.8 The Service Provider warrants that, to the best of its knowledge, all documents including invoices, billings, back-up information for invoices, and reports submitted by the Service Provider to PaintCare to support amounts invoiced in connection with the Services truly reflect the facts about the activities and transactions to which they pertain. The Service Provider warrants that PaintCare may rely upon all such documents and the data therein as being complete and accurate. The Service Provider shall promptly notify PaintCare upon discovering any errors or discrepancies in any documents that the Service Provider provided to PaintCare under this Agreement.

ARTICLE 8 – AUDIT AND INSPECTION RIGHTS OF PAINTCARE

- 8.1 PaintCare and its representatives may (a) monitor and verify that the Service Provider has complied with this Agreement and the applicable Law; and (b) consult with the

Service Provider about such compliance; provided, however, that PaintCare shall not, and affirmatively disclaims any ability to, control, supervise, or manage (i) the employees of the Service Provider, (ii) the activities undertaken by the Service Provider in the performance of this Agreement, and (iii) the means by which the Service Provider meets all requirements, including applicable Law.

- 8.2 PaintCare may, audit and inspect, with full access, the Service Provider's Drop-Off Sites during the Drop-Off Sites' hours of operation, as well as any other site at which the Service Provider performs the Services. PaintCare will provide the Service Provider with at least seventy-two (72) hours' notice before any such audit or inspection.
- 8.3 The Service Provider will maintain and make available to PaintCare, during regular business hours, accurate books and accounting records relating to its Services under this Agreement. The Service Provider will permit PaintCare to audit, examine, and make excerpts and transcripts, for any books or records, and to make audits of invoices, materials, and other data related to all other matters covered by this Agreement. The Service Provider shall maintain such data and records (and ensure that any subcontractors of the Service Provider maintain any such data and records) in an accessible location and condition for a period of not less than three (3) years from the date of the final report or final payment under this Agreement, as applicable, or until after final audit has been resolved, whichever is later.
- 8.4 In addition to those reports detailed in Attachment A ("Scope of Work"), the Service Provider shall maintain the following records:
 - a. for each pick-up of Program Products by a Hauler from a Drop-Off Site, a bill of lading, manifest, or equivalent shipping documentation specifying the following:
 - i. the name, address, and telephone number of both the originating Drop-Off Site and the Hauler;
 - ii. the destination of the Program Products;
 - iii. the quantity of Program Products being transported;
 - iv. the date on which the Hauler accepted the Program Products from the originating location; and,
 - v. the signatures of both the Hauler and a representative of the originating Drop-Off Site;
 - b. records detailing the quantity of paint managed through Direct Reuse and Reprocessing at each Drop-Off Site;
 - c. records of any inspections required by Law;
 - d. "Paint Drop-Off Logs," as set forth in Appendix A to the Program Guidelines. The Service Provider may adopt its own version of that Log, subject to PaintCare's prior written approval of that substitute version;
 - e. "Direct Reuse and Reprocessed Paint Waivers," as set forth in Appendix B to the Program Guidelines. Service Provider may adopt its own version of the Direct Reuse Paint and Reprocessed Paint Waiver, subject to PaintCare's prior written approval of that substitute version; and

- f. Employee Training records, as described in and required by the Program Guidelines.
- 8.5 The Service Provider and its representatives may (a) monitor and verify that PaintCare, its contracted Haulers, and its contracted disposal, reprocessing, or recycling providers have complied with applicable Law; and (b) consult with the PaintCare about such compliance, including the manifesting, transportation, storage, processing, and disposal of any Program Products for which the Service Provider is the generator or in any way legally responsible under applicable Law.
- 8.6 The Service Provider may audit and inspect, with full access, PaintCare's contracted storage, processing, and disposal facilities that handle the Service Provider's Program Products. To exercise its inspection rights of any third-party facility, the Service Provider will send a request to PaintCare. Within seventy-two (72) hours of receiving any inspection request from the Service Provider, PaintCare will arrange for an inspection of the facility during its hours of operation.

ARTICLE 9 – INDEMNIFICATION

- 9.1 **The Service Provider's Indemnification of PaintCare.** To the extent permitted by Law, the Service Provider, its successors and assigns, agrees to indemnify, defend, and hold harmless PaintCare and its sole member (as identified in PaintCare's Certificate of Incorporation), and their member companies, officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees (collectively, "Indemnified Parties") from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including attorney fees, expenses of litigation, court costs, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or be connected with the performance of the Services (whether by the Service Provider or any subcontractor of the Service Provider), the Service Provider's operation of a Drop-Off Site, or the Service Provider's performance of its obligations under the Agreement. This indemnification obligation does not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action are proven to result from the negligence, willful misconduct, or breach of this Agreement attributable to an Indemnified Party.
- 9.2 **PaintCare's Indemnification of Service Provider.**
- a. PaintCare shall indemnify, defend, and hold harmless the Service Provider, its agents, elected officials, and employees, from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including attorney fees, expenses of litigation, court costs, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or be connected with PaintCare's performance of its obligations under the Agreement. This indemnification obligation does not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action are proven to result from the negligence, willful misconduct, or

breach of this Agreement attributable to the Service Provider, its agents, elected officials, or employees.

- b. PaintCare shall require in its contracts with its Haulers that the Haulers agree to indemnify the Service Provider, its agents, elected officials, and employees, from and against all claims, losses, damages, liabilities, expenses, and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which result from or arise out of the Hauler's (or its subcontractors') transportation or processing/disposal of any Program Products that the Hauler picks up from any of the Service Provider's Drop-Off Sites. This indemnification obligation does not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action are proven to result from the negligence, willful misconduct, or breach of this Agreement attributable to the Service Provider, its agents, elected officials, or employees.

ARTICLE 10 – INSURANCE

10.1 The Service Provider at its own expense shall carry and maintain on a continuous basis the following insurance coverage (collectively, the "Required Insurance") during the term of this Agreement and thereafter as provided below:

- a. Commercial General Liability insurance written on an occurrence basis covering personal injury, property damage, and bodily injury and death with limits not less than \$1,000,000 each occurrence, and \$2,000,000 in the aggregate. The Commercial General Liability insurance carried pursuant to this Article 10.1(a) shall include: i) comprehensive form; ii) premises – operations, improvements, and equipment; iii) explosion and collapse hazard; iv) underground hazard; v) products/completed operations hazard; vi) contractual insurance; vii) broad form property damage; viii) independent contractors; ix) personal injury; and x) all liability assumed under and indemnities provided under this Agreement;
- b. Commercial Automobile Liability insurance (owned, non-owned or hired) with limits not less than \$1,000,000 combined single limit;
- c. Workers' Compensation Insurance as required by the State or other applicable Law; and
- d. Environmental Pollution Liability Insurance with limits not less than \$2,000,000 each occurrence, and \$5,000,000 in the aggregate, including coverage for on-site or designated off-site claims for bodily injury, death, property damage or clean-up costs, for on-site and off-site clean-up and abatement costs and natural resource damages, clean-up, abatement or damages, and for costs incurred for clean-up or abatement or for other damages or claims at or in connection with any non-owned disposal, treatment, recycling, reclamation, unloading, storage, or other such locations on a blanket basis. The Service Provider's Environmental Pollution Liability Insurance must cover any location at which Program Products are managed by or on behalf of Service Provider under this Agreement. To the extent that the Service Provider performs Internal Transportation under the Agreement, the Service Provider's Environmental

Pollution Liability insurance policy and/or Commercial Automobile Liability policy must include coverage for releases during transportation and related claims.

- 10.2 The Service Provider may utilize self-insurance to satisfy all of the obligations in this Article related to the Required Insurance. To the extent that the Service Provider relies on its self-insurance to meet its obligations, the Service Provider warrants that it satisfies all of the requirements of this Article by virtue of its self-insurance. The intent of this paragraph is to impose on the Service Provider all of the same requirements and obligations that would have been imposed on one or more insurance carriers had the Service Provider procured the Required Insurance instead of relying on self-insurance.
- 10.3 The Required Insurance, except for worker's compensation and auto insurance, must contain or be endorsed to contain PaintCare, its officers, agents, and employees, as additional insureds and a waiver of subrogation in favor of PaintCare and its officers, agents, and employees. To the extent that Service Provider performs Internal Transportation under the Agreement, the Service Provider's Commercial Automobile liability insurance must contain or be endorsed to contain PaintCare, its officers, agents, and employees, as additional insureds and a waiver of subrogation in favor of PaintCare and its officers, agents, and employees. The Service Provider will obtain any endorsement that may be necessary to affect the waiver of subrogation. The Required Insurance policies (except for worker's compensation) must contain (i) a written statement in the policies or in endorsements thereto that they are each primary insurance to any other insurance available to the Service Provider or to any additional insureds or additional named insureds, and (ii) a separation of insureds provision stating that the insurance applies separately to each insured against whom a claim is made or a suit is brought and that the actions or omissions of any insured that might give rise to application of an exclusion to coverage apply only to that insured actually committing the actions or omissions.
- 10.4 The Service Provider shall provide a certificate of insurance complying with this Article within fifteen (15) days of execution of this Agreement or twenty-four (24) hours before Services under this Agreement commence, whichever date is earlier, demonstrating that the Required Insurance is in full force and effect. The certificate of insurance must have no disclaimers of liability. All Required Insurance must be placed with insurers with rating comparable to A-, VIII, or higher, that are authorized to do business in the State. Approval of the insurance by PaintCare will not relieve or decrease the liability of the Service Provider hereunder.
- 10.5 For all Required Insurance policies, the Service Provider shall provide thirty (30) days' advance written notice to PaintCare of any modification, nonrenewal, or cancellation of coverage that causes Service Provider to be out of compliance with its obligations hereunder.
- 10.6 Should any of the Required Insurance be provided under a claims-made form, the Service Provider, at its sole expense, shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration or

- termination of the Agreement, such claims will be covered by such claims-made policies.
- 10.7 Should any of the Required Insurance be provided under a form of coverage that includes a general annual aggregate limit, such general annual aggregate limit must be at least double the each-occurrence or each-claim limits specified in Article 10.1 above.
 - 10.8 Should the Service Provider's Commercial General Liability policy provide that claims investigation or legal defense costs be included in any each-occurrence, each-claim, or general aggregate limit, each such limit must be at least double the corresponding limit specified in Article 10.1 above.
 - 10.9 Should any of the Required Insurance lapse during the term of this Agreement or during the three-year period set forth in Article 10.6 above, requests for payments originating after such lapse shall not be processed until PaintCare receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, PaintCare may, at its sole discretion, terminate this Agreement effective on the date of such lapse of insurance.
 - 10.10 All deductibles, self-insured retentions or similar amounts are the sole responsibility of the Service Provider and will not be paid by or payable by PaintCare.
 - 10.11 If the Service Provider will use a subcontractor to complete any portion of this Agreement or to provide any Services, the Service Provider shall ensure that the subcontractor provides insurance coverage as set forth herein and meeting all of the above requirements for the Required Insurance, including (i) naming PaintCare, its officers, agents, and employees and the Service Provider as additional insureds or additional named insured in conformity with the above provisions and (ii) providing a waiver of subrogation.
 - 10.12 All Required Insurance is subject to reasonable audit and review by PaintCare or its designees at any time. Service Provider promptly shall cooperate with all reasonable requests made in connection with such audit or review. Within seven (7) days of any written request from PaintCare, the Service Provider shall provide PaintCare with certified copies of all binders of insurance, policies of insurance, and all endorsements thereto. If any deficiencies are found during such audit or review related to any of the Required Insurance, the Service Provider will correct the deficiencies at its sole expense as soon as reasonably possible and, in any event, within fourteen (14) days of being provided with notice thereof.
 - 10.13 PaintCare at its own expense shall carry and maintain on a continuous basis the following insurance coverage during the term of this Agreement (collectively, "PaintCare Required Insurance"):
 - a. Commercial General Liability insurance written on an occurrence basis covering personal injury, property damage, and bodily injury and death with limits not less than \$1,000,000 each occurrence, and \$2,000,000 in the aggregate; and
 - b. Environmental Pollution Liability Insurance with limits not less than \$1,000,000 each occurrence, and \$2,000,000 in the aggregate.

- 10.14 Upon receiving a written request from the Service Provider, PaintCare shall provide a certificate of insurance evidencing insurance demonstrating that the PaintCare Required Insurance is in full force and effect and all premiums paid. All PaintCare Required Insurance is subject to reasonable audit and review by the Service Provider or its designees at any time. PaintCare promptly shall cooperate with all reasonable requests made in connection with such audit or review. Within seven (7) days of any written request from the Service Provider, PaintCare shall provide the Service Provider with certified copies of all binders of insurance, policies of insurance, and all endorsements thereto. If any deficiencies are found during such audit or review related to any of the Required Insurance, PaintCare will correct the deficiencies at its sole expense as soon as reasonably possible and, in any event, within fourteen (14) days of being provided with notice thereof.
- 10.15 The PaintCare Required Insurance must be placed with insurers that are authorized to do business in the State. Approval of the insurance by the Service Provider will not relieve or decrease the liability of PaintCare hereunder.
- 10.16 For all PaintCare Required Insurance policies, PaintCare shall provide thirty (30) days' advance written notice to the Service Provider of any modification, nonrenewal, or cancellation of coverage that causes PaintCare to be out of compliance with its obligations hereunder.
- 10.17 PaintCare shall require that its Haulers carry appropriate insurance, including the following (collectively, the "Hauler Insurance"):
- a. Commercial General Liability insurance written on an occurrence basis covering personal injury, property damage, and bodily injury and death with limits not less than \$1,000,000 each occurrence, and \$2,000,000 in the aggregate;
 - b. Commercial Automobile Liability insurance (owned, non-owned or hired) with limits not less than \$1,000,000 combined single limit; and
 - c. Workers' Compensation Insurance as required by the State or other applicable Law.
- 10.18 The Hauler Insurance will include Environmental Pollution Liability Insurance with limits not less than \$2,000,000 each occurrence, and \$5,000,000 in the aggregate, for any Hauler that PaintCare designates to pick up oil-based Program Products from the Drop-Off Sites.
- 10.19 PaintCare shall require in its contracts with its Haulers that the Hauler include the Service Provider and its agents, officers, elected officials, and employees as additional insured (by blanket endorsement) under the Hauler Insurance policies (other than Worker's Compensation). Hauler's insurance shall contain a written statement in the policies or be endorsed to state that Hauler's insurance is primary with respect to any additional insured. PaintCare shall provide to Service Provider a copy of the certificate of insurance for the Hauler that is initially assigned to the Drop-Off Sites at the time of the execution of this Agreement.

ARTICLE 11 – TERMINATION OF AGREEMENT

- 11.1 Either party may terminate this Agreement or any Services under this Agreement upon prior written notice if the other party:
- a. has breached any material provision of this Agreement, and has failed to cure such breach within thirty (30) days of receiving written notification of such breach; or
 - b. has violated applicable Law.

Any notice of termination must specify the date of termination and the reasons for termination.

- 11.2 Either party may terminate this Agreement (in whole or in connection with one or more particular Drop-Off Sites) at any time without cause upon sixty (60) days' written notice to the other party.
- 11.3 If this Agreement is terminated under this Article, PaintCare shall pay the Service Provider for any unpaid fees provided for herein for any Additional Activities performed before the date of the termination of this Agreement. Other than its obligation to pay the Service Provider for any unpaid fees as provided in this paragraph, PaintCare will have no liability arising from any termination or expiration of this Agreement.
- 11.4 At the time of any termination of this Agreement, unless otherwise instructed by PaintCare, the Service Provider shall assemble all Collection Bins supplied by PaintCare whether or not full, and shall make them available for pick up by a Hauler at one of the Service Provider's Drop-Off Sites.

ARTICLE 12 – ASSIGNMENT AND SUBCONTRACTING

- 12.1 Neither party may assign, novate, or otherwise transfer (including transfer by operation by law) this Agreement or the obligations and rights hereunder without the express written consent of the other party, which consent shall not be unreasonably withheld. Any change of control by either party, constitutes an assignment that requires prior written consent. A "change of control" includes, among other items, any merger, consolidation, sale of all or substantially all of the assets or sale of a substantial block of stock of a party. Any attempted assignment, novation, or other transfer made in violation of this Article is void and has no effect.
- 12.2 Either party may subcontract any part of its obligations under this Agreement. Nothing contained in this Agreement or otherwise, creates any contractual relationship between a party and any subcontractor of the other party. A subcontract does not relieve a party of its responsibilities and obligations hereunder. It is the subcontracting party's responsibility to ensure that any subcontractor is aware and complies with the terms of this Agreement relating to the services being performed by that subcontractor. The subcontracting party agrees to be as fully responsible to the other party for the acts and omissions of its subcontractors as it is for its own acts and omissions.

- 12.3 The Service Provider's obligation to pay its subcontractors is an obligation independent from PaintCare's obligation to make payments to the Service Provider. Neither party has an obligation to pay or to enforce the payment of any moneys to any subcontractor of the other party.

ARTICLE 13 – FORCE MAJEURE

- 13.1 Any delay or failure of either party to perform its obligations hereunder will be suspended if, and to the extent, caused by the occurrence of a Force Majeure. In the event that either party intends to rely upon the occurrence of a Force Majeure to suspend or to terminate its obligations, such party shall notify the other party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased.
- 13.2 An occurrence of a "Force Majeure" means riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature (or any threat of such occurrences) whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days and federal or state government orders, any of which is beyond the reasonable anticipation of the applicable party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time.

ARTICLE 14 – NOTICES

- 14.1 Except where otherwise expressly authorized, notice will be by email, first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery. Notices will be addressed as set forth below. Either party may change the address information below by providing written notice to the other party. Notice is effective upon delivery, or if delivery is refused, when delivery is attempted.

To: PaintCare Inc.
Attn: General Counsel
Email: Legal@paintcare.org
Address: 901 New York Avenue NW, Suite 300W
Washington, DC 20001

[SERVICE PROVIDER]

To: Tulare County Environmental Health
Attn: Nilsa Gonzalez, Director
Email: NGonzale@tularehhsa.org
Address: 5957 S Mooney Blvd
Visalia, CA 93277

ARTICLE 15 – INDEPENDENT CONTRACTOR STATUS

- 15.1 The parties intend that the Service Provider, in performing the Services specified herein, is acting as an independent contractor and that the Service Provider will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.
- 15.2 Each party, or its subcontractors, as appropriate, is solely liable and responsible for providing all compensation and benefits due to, or on behalf of, all persons performing work on its behalf in connection with this Agreement. Neither party has any liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the other party.
- 15.3 Each party understands and agrees that all persons performing work pursuant to this Agreement on its behalf are, for purposes of Workers' Compensation liability, solely employees of that party and not employees of the other party. Each party is solely liable and responsible for furnishing any and all Workers' Compensation benefits to its employees as a result of any injuries arising from or connected with any work performed by or on behalf of that party pursuant to this Agreement.
- 15.4 The Haulers are independent third-party contractors and are not employees, partners, subcontractors, or agents of either party. Neither party is liable for the acts or omissions of the Haulers under this Agreement.

ARTICLE 16 – DISPUTE RESOLUTION

- 16.1 Both parties shall, in good faith, attempt to negotiate resolutions to all disputes arising out of this Agreement. Each party agrees to participate in non-binding mediation to resolve any such disputes, if requested by the other party, before resorting to litigation.

ARTICLE 17 – COMPLIANCE WITH LAW

- 17.1 Each party shall comply with all Law applicable to the performance of its obligations under this Agreement.
- 17.2 The Service Provider shall promptly notify PaintCare in writing upon discovery of any material failure, or any allegation of any material failure, of the Service Provider or other persons or entities to comply with any applicable Law relevant to the performance of Services or any requirement of this Agreement.
- 17.3 Duties and obligations imposed by the Agreement, and rights and remedies available thereunder, are in addition to (and not a limitation of) duties, obligations, rights, and remedies otherwise imposed on or afforded to the parties under applicable Law.

ARTICLE 18 – SAFETY, HEALTH, AND ENVIRONMENTAL PROTECTION; RELEASES OF HAZARDOUS SUBSTANCES; EMERGENCY RESPONSE

- 18.1 The Service Provider shall place the greatest importance and priority on safety, health, and environmental protection during performance of the Services.
- 18.2 The Service Provider is responsible for safety, health, and environmental protection related to the performance of the Services and shall take appropriate measures required by applicable Law and legal standards to ensure that it (and any of its subcontractors):
- a. provide and maintain safe, health-protective, and environmental-protective working areas at or in proximity to where the Services are performed, including adjacent areas;
 - b. protect and safeguard (i) all persons at or in proximity to the Services, including those in adjacent areas, from risk or injury and danger to health, and (ii) all property and equipment from damage or loss;
 - c. comply with all applicable Law governing the generation, handling, management, treatment, storage, or disposal of hazardous wastes, including the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 6901 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, and all requirements for household waste collection facilities pursuant to all applicable permits and state law; and
 - d. comply with all other applicable health, safety and environmental Law, including the requirements of the U.S. Occupational Safety and Health Administration ("OSHA"), U.S. Environmental Protection Agency ("EPA"), delegated state programs authorized by OSHA and EPA, including the California Department of Resources, Recycling, and Recovery, the California Environmental Protection Agency, the California Department of Toxic Substances Control, and applicable California certified unified program agencies.
- 18.3 The Service Provider shall notify PaintCare within twenty-four (24) hours of any circumstance or occurrence during the performance of the Services that requires reporting to any governmental authority under any applicable permit or Law, including reporting to the National Response Center because of the release of a reportable quantity of hazardous substances pursuant to 42 U.S.C. § 9603 or under applicable state or local law. The Service Provider shall ensure that any such reports are made within the applicable time limits and shall not delay making such reports because of any inability to notify PaintCare.
- 18.4 In the event of any action or occurrence during the performance of the Services which causes or threatens a release of a hazardous substance, hazardous waste, or hazardous material into the environment which presents or may present an imminent and substantial endangerment to public health or welfare or the environment and/or requires cleanup or a response action under applicable Law, the Service Provider shall (i) immediately take all appropriate action to prevent, abate, minimize, and cleanup such release and endangerment in conformance with applicable Law and cleanup standards, and (ii) notify PaintCare of the incident within twenty-four (24) hours. As

between the parties, the Service Provider is solely responsible for the costs of such action and any liability and damages of any type arising from any action or occurrence identified in this Article. The Service Provider shall not delay the undertaking of appropriate action because of any inability to notify PaintCare.

ARTICLE 19 – CONFIDENTIALITY/PUBLICITY

- 19.1 The Service Provider will not disclose the terms of this Agreement to any third party without PaintCare's prior written authorization, except as may be otherwise provided hereunder or required by law. Nothing in this Agreement prohibits the Service Provider from publishing its role and participation in the PaintCare program. Notwithstanding the foregoing the Service Provider shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the PaintCare service mark without the prior written consent of PaintCare, which consent will not be unreasonably withheld. The Drop-Off Sites and any events may be listed, referenced, or advertised as Collection sites by PaintCare for the Program during the term of this Agreement in accordance with the Program Guidelines.
- 19.2 To the extent that the Service Provider is subject to disclosure requirements under the California Public Records Act and/or other applicable federal, state, and local public record laws (collectively, "the Disclosure Laws"), the following additional terms apply:
- a. In the event the Service Provider receives a request under the Disclosure Laws for disclosure of this Agreement or any portion thereof, the Service Provider may comply with the request as required under the Disclosure Laws. The Service Provider must notify PaintCare in writing within five (5) business days of making any such disclosure, such notification to include the identity of the requestor and a copy of what information was disclosed.

ARTICLE 20 – MISCELLANEOUS PROVISIONS

- 20.1 **No Waiver.** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted does not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.
- 20.2 **Selective Waiver.** Either party may waive any default by the other party under this Agreement by an instrument in writing to that effect, and no such waiver will extend to any subsequent or other default by the other party. No failure or delay on the part of either party to exercise any right hereunder operates as a waiver thereof. Either party may elect to selectively and successively enforce its rights hereunder, such rights being cumulative and not alternative.
- 20.3 **Entire Contract/Order of Precedence.** This Agreement and all attachments and exhibits hereto, including the Program Guidelines, constitute the entire agreement between the parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein.

The provisions of this Agreement and the accompanying document are to be construed and interpreted as consistent whenever possible. Any conflicts in this Agreement and the accompanying documents are to be resolved in accordance with the following descending order of precedence:

- a. Attachment A ("Scope of Work");
- b. the terms of this Agreement;
- c. Attachment E (Program Guidelines);
- d. Attachment B ("Pricing");
- e. Attachment C ("Drop-Off Site Information"); and
- f. Attachment D ("Model Invoice").

- 20.4 **Amendment or Modification.** Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement will be effective unless in writing and signed by the respective duly authorized officers of the parties hereto.
- 20.5 **Governing Law/Venue.** The laws of the State, without giving effect to its principles of conflicts of law, govern the interpretation and effect of this Agreement. Any legal proceedings regarding this Agreement initially will be brought before a court of jurisdiction prescribed by law in the State.
- 20.6 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.
- 20.7 **Calendar Days.** Any reference to the word "day" or "days" herein shall mean calendar day or calendars days, respectively, including weekends and Federal Holidays unless otherwise expressly provided. If a deadline falls on a weekend or Federal Holiday, the next business day will be the applicable deadline.
- 20.8 **No Third-Party Beneficiary.** This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction by any party in connection therewith.
- 20.9 **Authorization.** Each party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations set forth herein. The representative(s) signing this Agreement on behalf of each party represents that he/she has the authority to execute this Agreement on behalf of the applicable party and to bind it to its contractual obligations hereunder.
- 20.10 **Survivability.** All continuing obligations, rights, and remedies of the parties under this Agreement will survive the expiration or termination of this Agreement, including the continuing obligations in the following articles: Article 6 ("Title and Risk Of Loss"); Article 8 ("Audit And Inspection Rights Of PaintCare"); Article 9 ("Indemnification"); Article 10 ("Insurance"); Article 16 ("Dispute Resolution"); Article 17 ("Compliance With Law"); Article 18 ("Safety, Health, And Environmental Protection; Releases Of

Hazardous Substances; Emergency Response"); And Article 19
("Confidentiality/Publicity").

*****Signatures on following page*****

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

COUNTY OF TULARE

Date: _____ BY _____
Chairman, Board of Supervisors

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

By _____
Deputy Clerk

PAINTCARE, INC.

Date: 7/18/18

By _____

TITLE President + CEO

Date: 7/18/18

By _____

TITLE General Counsel + Corporate Secretary

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, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, 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 
Deputy

2017798
Date 8/16/18

ATTACHMENT A: SCOPE OF WORK

As part of the Services under this Agreement, the Service Provider shall do the following:

- 1) Collect Program Products and Loose Pack them into Collection Bins to be picked up by Haulers.
- 2) Notify PaintCare when there are at least five (5) Collection Bins full of Program Products ready for pick up by a Hauler, or sooner if pickups are necessary for the Service Provider to comply with storage limits or other applicable Law.
- 3) Manage at the Drop-Off Sites (or other locations approved by PaintCare in writing) all collected Program Products gathered through the Drop-Off Sites only in the following ways and not dispose of Program Products in any other method without the written approval of PaintCare:
 - a) By Loose Packing;
 - b) By placing suitable latex or oil-based Program Products "as is" out for Direct Reuse;
 - c) By Reprocessing; or
 - d) By Bulking.
- 4) Undertake Internal Transportation, at the Service Provider's discretion and responsibility.
- 5) Report directly to PaintCare any spills or health or safety incidents as provided in the Agreement.
- 6) Provide to PaintCare a minimum of ninety (90) days' advance notice of any Temporary Collection Events conducted by the Service Provider that include the Collection of Program Products to be picked up by Haulers at the Temporary Collection Event.
- 7) Provide reports to PaintCare on a monthly basis, within thirty (30) days of the end of each month, containing the date and location of any Temporary Collection Events held by or on behalf of the Service Provider.

ATTACHMENT B: PRICING

PaintCare will provide compensation for Direct Reuse according to one of the following options:

Direct Reuse Option 1 (Per-Container)*	Direct Reuse Option 2 (Per-Gallon)**
<p>\$6.00 per 5-gallon container</p> <p>\$1.20 per 1-gallon container</p> <p>\$0.30 per 1-quart container</p>	<p>\$1.60 per gallon</p>
<p><i>*To receive compensation on a per-container basis, all Program Product containers managed via Direct Reuse must be at least fifty-percent (50%) full.</i></p> <p><i>PaintCare does not offer compensation for containers smaller than 1-quart under the per-container reimbursement option.</i></p> <p><i>Invoices for Direct Reuse must separately break out the number of containers of oil-based Program Products versus latex Program Products.</i></p>	<p><i>**Gallons may be estimated according to any process that reasonably approximates actual volume. If requested by PaintCare, Service Provider must provide a detailed explanation of its estimation process.</i></p> <p><i>Invoices for Direct Reuse must separately break out the number of gallons of oil-based Program Products versus latex Program Products.</i></p>

Direct Reuse option selected by Service Provider: N/A

PaintCare will provide compensation for other Additional Activities as set forth below:

Additional Activity	Description	Unit Price
Bulked Paint Rate (Latex)	PaintCare agrees to pay to the Service Provider for every 55-gallon drum of Bulked latex paint that is picked up by a Hauler. Rate includes drum cost.	\$N/A___ per Bulked 55-gallon drum
Bulked Paint Rate (Oil-based)	PaintCare agrees to pay to the Service Provider for every 55-gallon drum of Bulked oil-based paint that is picked up by Hauler. Rate includes drum cost.	\$N/A___ per Bulked 55-gallon drum
Paint Reprocessing Rate (Latex)	PaintCare agrees to pay to the Service Provider for each gallon of Reprocessed latex paint produced from Program Products that is actually taken by a public consumer, whether sold or given away without charge.	\$ N/A___ per gallon
Internal Transportation Rate	PaintCare agrees to pay to the Service Provider per ___N/A___ [<i>specify unit – e.g., tote, drum</i>] for the Internal Transportation of non-hazardous Program Products from Drop-Off Site(s) to the Service Provider's primary Drop-Off Site.	\$ ___N/A___ per ___N/A___



Attachment C: Drop-Off Site Information

Please complete all sections for permanent sites; complete sections A-B for temporary events.

A. Basic Site Information

1. Name of site	Visalia Corp Yard PHHWCF
2. Street address for site	335 N Cain
3. City, state, zip code for site	Visalia, CCA 93292
4. Permit holder (if applicable)	Tulare County Environmental Health
5. Service area (counties/cities/towns)	Tulare County
6. Type of Site: <input checked="" type="checkbox"/> HHWCF <input type="checkbox"/> One-Day HHW Event <input type="checkbox"/> Transfer Station <input type="checkbox"/> Paint-Only Event <input type="checkbox"/> Other: _____	
7. If One-Day Event: Date/Hours	

B. Contacts

8. Primary contact's agency/company	Tulare County Environmental Health
9. Primary contact's name and title	Ken Bowers, Supervising EHS
10. Primary contact's email and phone #	kbowers@tularehhsa.org (559) 624-7428
11. Second contact's agency/company	Tulare County Environmental Health
12. Second contact's name and title	Jesus Gaona, EHS III
13. Second contact's email and phone #	jgaona@tularehhsa.org (559) 624-7422

C. Information for Household Customers

14. Phone # for households	(559) 624-7400
15. Website for households	Tularecountyeh.org
16. Days/hours for households	Saturdays 8:00am to 1:00pm
17. Volume limits for households	5 gallons

D. Info for Businesses (if applicable)

18. Days/hours for businesses	N/A
19. Phone # for businesses, if different	N/A
20. Website for businesses, if different	N/A
21. Admin fee for businesses, if any	N/A
22. Volume limits for businesses	N/A

E. Other

23. Is paint given away for reuse?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
24. Best newspapers and radio stations for promoting this site?	Visalia Times Delta , KJUG Radio Campesino
25. Would you like PaintCare to list this site in print ads* in your area?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
26. Additional info or special notes for your site on PaintCare's site locator	

*Site listings in print ads are for permanent sites only. PaintCare does not list one-day events in print ads.

Drop-Off Site Information #2

Please complete all sections for permanent sites; complete sections A-B for temporary events.

A. Basic Site Information

1. Name of site
2. Street address for site
3. City, state, zip code for site
4. Permit holder (if applicable)
5. Service area (counties/cities/towns)
6. Type of Site: HHWCF One-Day HHW Event Transfer Station Paint-Only Event
 Other: _____
7. If One-Day Event: Date/Hours

B. Contacts

8. Primary contact's agency/company
9. Primary contact's name and title
10. Primary contact's email and phone #
11. Second contact's agency/company
12. Second contact's name and title
13. Second contact's email and phone #

C. Information for Household Customers

14. Phone # for households
15. Website for households
16. Days/hours for households
17. Volume limits for households

D. Info for Businesses (if applicable)

18. Days/hours for businesses
19. Phone # for businesses, if different
20. Website for businesses, if different
21. Admin fee for businesses, if any
22. Volume limits for businesses

E. Other

23. Is paint given away for reuse? yes no
24. Best newspapers and radio stations for promoting this site?
25. Would you like PaintCare to list this site in print ads* in your area? yes no
26. Additional info or special notes for your site on PaintCare's site locator

**Site listings in print ads are for permanent sites only. PaintCare does not list one-day events in print ads.*

ATTACHMENT D: MODEL INVOICE

Service Provider
Name: _____

Make checks
payable to: _____

Unique Identifying
Invoice Number: _____

Mail payment
to: _____

Drop-Off Site
Location or
Temporary Event
Location/Date: _____

Date(s) of Service	Additional Activity	Quantity of Units Included	Unit Price	Invoiced Amount
Direct Reuse (tracked per-container)				
	5-Gallon Containers (Latex)	___ containers	\$6.00 per container	
	1-Gallon Containers (Latex)	___ containers	\$1.20 per container	
	1-Quart Containers (Latex)	___ containers	\$0.30 per container	
	5-Gallon Containers (Oil-Based)	___ containers	\$6.00 per container	
	1-Gallon Containers (Oil-Based)	___ containers	\$1.20 per container	
	1-Quart Containers (Oil-Based)	___ containers	\$0.30 per container	
Direct Reuse (tracked per-gallon)				
	Direct Reuse (Latex)	___ gallons	\$1.60 per gallon	
	Direct Reuse (Oil-Based)	___ gallons	\$1.60 per gallon	

Date(s) of Service	Additional Activity	Quantity of Units Included	Unit Price	Invoiced Amount
	Latex Paint Reprocessed	___ gallons	\$ _N/A_ per gallon	
	Latex Paint Bulked	___ Bulked 55-gallon drum	\$ _N/A_ per Bulked 55-gallon drum	
	Oil-Based Paint Bulked	___ Bulked 55-gallon drum	\$ _N/A_ per Bulked 55-gallon drum	
	Internal Transportation		\$N/A ___ per N/A ___	
Total:				

The above invoice represents, to the best of my knowledge, complete and accurate information regarding the Services rendered and for which the Service Provider seeks reimbursement through the Program. I hereby certify on behalf of the Service Provider that the attached back-up documentation (if any) is accurate.

Signed: _____

Print Name: _____

Title: _____

Date: _____

**ATTACHMENT E: CALIFORNIA ARCHITECTURAL PAINT RECOVERY PROGRAM
GUIDELINES FOR HHW DROP-OFF SITES**

*****(attached separately)*****



CALIFORNIA ARCHITECTURAL PAINT RECOVERY PROGRAM

901 New York Ave NW, Suite 300W, Washington DC 20001

(855) 724-6809, Fax: (855) 385-2020

www.paintcare.org

HHW Drop-Off Site Guidelines

June 9, 2017

Contents

1. PaintCare Drop-Off Sites	2
2. Paint Collection Bins	3
3. Accepting Program Products	4
4. Container Condition and Approved Product Types	6
5. Operations	8
6. Direct Reuse and Paint Reprocessing	9
7. Working with Haulers	10
8. Inspections and Records	11
9. Training and Safety	12
10. Spill Response	13

Appendices

A. Paint Drop-Off Log	14
B. Direct Reuse and Reprocessed Paint Waiver	16
C. Training Record for Drop-Off Site Staff	18
D. Emergency Contact Information	19

Contact Information

Site Name:	
Site Address:	
Mailing Address (if different):	
Site Contact 1. Name/Phone:	
Site Contact 2. Name/Phone:	
PaintCare Contact Name:	
PaintCare Contact Phone/Email:	
Hauler Company and Contact Name:	
Hauler Contact Phone/Email:	

Section 1. PaintCare Drop-Off Sites

PaintCare Provides

- Paint Collection Bins (cubic-yard size)
- Labels and/or markings for paint Collection Bins
- Recordkeeping forms/log
- Signage identifying your site as a PaintCare Drop-Off Site
- Educational print materials for your customers

General Guidelines for Drop-Off Sites

Each PaintCare Drop-Off Site has unique logistical and operational considerations, meaning that each Drop-Off Site must make its own decisions and use its best judgment to operate in the safest manner possible in accordance with applicable Law. To ensure the highest standards of safety for you and your staff, Drop-Off Sites must:

- Accept Program Products from participants during your regular advertised or posted operating hours
- Have appropriate signage that informs the public of the hours of operation
- Participants must be assisted and supervised when they come to drop off Program Products. Drop-Off Site staff should greet participants and verify eligibility of the participant and their leftover paint products as Program Products
- **IMPORTANT:** Never allow a customer to open a Program Product container
- Display PaintCare signage to identify you as a Drop-Off Site – signage should be posted in a highly visible area, at the entrance of your Site
- Have adequate space, staffing and training to collect and store Program Products
- Except for Program Products that you choose to manage on-site (e.g., via direct reuse), place all Program Products immediately in Collection Bins approved for use by PaintCare and provided by its contractors
- Provide a secure space for empty and full Collection Bins
- Pack only Program Products into Collection Bins (see Section 4 for a description of Program Products)
- Schedule shipments of Program Products from your Drop-Off Site
- Maintain all records relating to the Program
- Train staff to be familiar with the requirements and practices of this guide
- For additional information on state law regarding collection of the Program Products, visit the Department of Toxic Substance Control's website at www.dtsc.ca.gov

Section 2. Paint Collection Bins

Collection Bins and Storage Area

Establish a dedicated storage area for Collection Bins and Program Products.

Collection Bins must be set up, used, and closed according to the manufacturer's closure instructions. PaintCare's Haulers should set up the Collection Bins that they provide, unless otherwise requested by the Drop-Off Site staff.

Collection Bins must include secondary containment to contain liquids in the event a can leaks while in storage or transit. PaintCare's Haulers should include secondary containment with all Collection Bins they provide to the Drop-Off site staff.

Place Collection Bins on an impermeable surface (e.g., concrete, asphalt, sealed wood floor) at all times.

Store Collection Bins away from ignition sources.

Place Collection Bins away from storm drains and floor drains.

Protect Collection Bins from temperature extremes by storing them inside or under cover if possible.

Collection Bins must be structurally sound. If you see any evidence of damage that may cause a leak or spill, notify PaintCare immediately.

Use good housekeeping standards; keep paint storage areas clean and orderly.

Comply with any local fire codes or other regulations that might pertain to your storage of Collection Bins at your site. If you keep Collection Bins outdoors, you may need approval from your local fire officials, hazardous materials oversight agency, or other regulatory agencies.

Packing and Maintaining Collection Bins

Mark the Collection Bin storage label with the date the first Program Product is placed in it. This is required by applicable law and helps the Program track how quickly your Collection Bins are filled. Storage and transport labels are provided by PaintCare's hauler. Do not store hazardous waste paint for more than 180 days. Keep Collection Bins closed, except when adding Program Products.

Pack 5-gallon buckets on the bottom layer of the Collection Bins for stability.

Pack all Program Products (cans, buckets) upright and as tight as possible in the Collection Bins to protect contents from shifting and leaking in transit.

Do not overfill Collection Bins.

Maintain enough space around Collection Bins to inspect for leakage and emergency access.

Security

The Drop-Off Site should be secured and locked when it is closed or not attended.

Only Drop-Off Site staff should have access to the Collection Bins and storage area.

Section 3. Accepting Program Products

What Is Architectural Paint

PaintCare Drop-Off Sites should accept only Program Products for management under the PaintCare Program.

Section 4 includes the primary examples of architectural paint products accepted by the PaintCare Program ("Program Products") and paint or paint-related products not accepted by the PaintCare Program ("Non-Program Products").

Any Drop-Off Site that accept Non-Program Products will be responsible for managing all Non-Program Products at the Drop-Off Site's expense.

Generally, architectural paints include latex and oil-based house paint, stains, and clear coatings (varnish, shellac, etc.). The Program excludes anything that is:

- in an aerosol spray can;
- intended and labeled "for industrial use only";
- mostly used in the manufacture of equipment; and
- on the list of specifically excluded products for some other reason.

Architectural paint is classified as either latex (water-based) or oil-based (alkyd) and the classification is important in order to decide how the product should be handled and recycled. Being able to tell the difference between latex and oil-based products is also important in determining which types of businesses/organizations can use the PaintCare Program (if your program accepts paint from this audience).

Who Can Drop Off Program Products

The Program accepts paint from the following:

Households

Residents may drop off any Program Product.

Non-Households (Businesses and other organizations)

To drop off oil-based Program Products, businesses/organizations must comply with state and federal hazardous waste generator rules that, among other criteria, require that that the business/organization (1) generates no more than 100 kilograms (about 25 gallons or 220 pounds) of hazardous waste per calendar month, and (2) does not accumulate more than 1,000 kg of hazardous waste at any time. Painting contractors and commercial property owners typically meet these criteria. For more information about these criteria, please see: <http://www.epa.gov/epawaste/hazard/generation/cesgg.htm>

Latex Paint is Special

When post-consumer latex paint is intended for recycling, as it is when accepted at PaintCare Drop-Off Sites, it may be considered by a special California law to be managed as "non-hazardous waste." Therefore, any business/organization may drop off latex paint at Drop-Off Sites, even though it may not be eligible to drop off oil-based paint.

How to Know If a Business/Organization Qualifies

Each business or organization is responsible for determining its own generator status under the applicable Law.

When a business/organization has oil-based paint to drop off at your site, it must sign the Paint Drop-Off Log included in Appendix A to verify that it is qualified to use the Program for oil-based paint. The log includes an explanation of the requirements. (If a business/organization has only latex paint, it does not need to sign the log or meet any other qualification.)

Once a business/organization signs the Paint Drop-Off Log, you may accept oil-based paint from that business/organization to the extent permissible under applicable law.

Paint Drop-Off Logs may be reviewed by PaintCare or government agencies and compared with a list of registered hazardous waste generators to verify that only qualified businesses/organizations are using the Program for their oil-based paint.

Section 4. Container Condition and Approved Product Types

Before accepting products from participants for management under the PaintCare program, Drop-Off Site staff must (1) check the product label and/or container contents to verify that it contains a Program Product, and (2) check the condition of the container for acceptance in the Program.

Acceptable Containers vs. Unacceptable Containers

Acceptable

- The Program Product must be in its original container*
- The container is labeled as containing one of the designated Program Products listed below*
- The container must be in good condition and not leaking*
- The container must be 5 gallons in size or smaller

Not Acceptable

- The container is not original (e.g., paint was transferred into a jar)*
- The container does not have an original label*
- The container is leaking or has no lid*
- The container is larger than 5 gallon
- The container is empty

**Drop-Off Sites that are permitted to accept household hazardous waste may accept unlabeled and leaking containers by following the procedures described below.*

Unlabeled and Leaking Containers

A Drop-Off Site that is permitted to accept household hazardous waste may, at its discretion, choose to accept unlabeled and/or leaking containers if it follows the protocols below and otherwise complies with all applicable Law:

Unlabeled Containers

A Drop-Off Site may accept containers that do not have an original label if an appropriately-trained staff person (i) identifies the material in the container as a Program Product, and (ii) applies an appropriate label to the container before placing it in a Collection Bin.

Leaking Containers

A Drop-Off Site may accept a leaking container or a container with no lid if an appropriately trained Drop-Off Site staff person (i) verifies that the container contains a Program Product, (ii) places the contents of the leaking/open container into an appropriate substitute container (which can include bulking such Program Products into 55-gallon drums), and (iii) applies an appropriate label to the substitute container.

Program Products and Non-Program Products

Acceptable Products (Program Products)

- Interior and exterior paints: latex, acrylic, water-based, alkyd, oil-based, enamel (including textured coatings)
- Deck coatings and floor paints (including elastomeric)
- Primers, sealers, undercoaters
- Stains
- Shellacs, lacquers, varnishes, urethanes (single component)
- Waterproofing concrete/masonry/wood sealers and repellents (not tar or bitumen-based)
- Metal coatings, rust preventatives
- Field and lawn paints

Unacceptable Products (Non-Program Products)

- Paint thinner, mineral spirits, solvents
- Aerosol paints (spray cans)
- Auto and marine paints
- Art and craft paints
- Caulking compounds, epoxies, glues, adhesives
- Paint additives, colorants, tints, resins
- Wood preservatives (containing pesticides)
- Roof patch and repair
- Asphalt, tar and bitumen-based products
- 2-component coatings
- Deck cleaners
- Traffic and road marking paints
- Industrial Maintenance (IM) coatings
- Original Equipment Manufacturer (OEM) (shop application) paints and finishes

Refusing an Unacceptable Product

Do not accept into the PaintCare program any Program Products in unacceptable containers, and do not accept Non-Program Products from any participant.

When refusing a Program Product, Drop-Off Site staff must explain why the Program Product cannot be accepted (e.g., not part of Program, from SQG/LQG, etc.).

Section 5. Drop-Off Site Limits

While the PaintCare Program intends to collect as much Program Product as is available, we recognize that your Drop-Off Site may have storage limitations. PaintCare Drop-Off Sites, in agreement with PaintCare, may limit the amount of Program Products they accept from a participant.

If your Collection Bins are completely full, inform the participant that you are temporarily unable to accept Program Products and redirect them to the nearest alternative PaintCare Drop-Off Site (see: www.paintcare.org) or ask them to come back at a later date. Contact the PaintCare Hauler immediately to have your Collection Bins picked up and replaced.

If you have a participant with a significant amount of Program Products that your location cannot manage, contact PaintCare directly for additional assistance. We may direct the participant to another PaintCare Drop-Off Site that can manage the large load or offer a direct pickup.

Section 6. Direct Reuse

Requirements for Direct Reuse

PaintCare encourages reuse of leftover paint through Direct Reuse (also known as a “paint exchange” or “swap shop”). These programs return good quality unused paint to the local community at low or no cost.

When selecting products to place in the direct reuse area, products must be in original containers with original labels, more than half full, and in good physical and aesthetic condition. Contents must be liquid and relatively new. The container should be closed securely before placing it in the reuse storage area. Containers must never be opened by customers at the Drop-Off Site. Direct Reuse products must be displayed by Drop-Off Site staff in a storage area separate from the PaintCare Collection Bins.

Requirements for Paint Reprocessing

PaintCare also encourages on-site latex paint Reprocessing. These programs, on average, Reprocess 30-60% of latex paint brought to an HHW facility back into bulked usable paint available for return to the local community. Containers of Reprocessed paint offered to the public at a Drop-Off Site must not display any unauthorized third-party branding.

An HHW Drop-Off Site conducting paint Reprocessing must have and follow its own procedures for sorting and reprocessing paint. At a minimum, these procedures will include:

- Open each container to visually inspect the contents
- Determine if the contents are latex, oil-based, or other paint
- Determine if the condition of the paint is suitable for recycling (e.g., not moldy, rusty, etc.)
- Sort containers according to type, quality and color

For containers of products suitable for paint reprocessing:

- Bulk contents into larger container (e.g. drum) for mixing
- Mix paint until homogenous
- Repackage paint into 5-gallon or smaller containers
- Label Reprocessed paint

For containers of products unsuitable for Reprocessing, either:

- Close container and pack in a Collection Bins (must be completely resealed and not leaking)
- Bulk the contents into a drum for “bad” latex

Participant Waiver

Participants must sign the Direct Reuse and Reprocessed Paint Waiver log included in Appendix B explaining that the paint is taken “as is” with no guarantee of quality or contents. The participant is required to read, complete and sign the form and the staff is required to verify what has been taken by the participant. The staff must record the number of containers taken by each participant and the total estimated volume on the log.

Section 7. Working with Haulers

PaintCare contracts with transportation providers (“Haulers”) for the delivery of supplies, delivery of empty Collection Bins, and pick-up of full Collection Bins.

Scheduling the Hauler to Pick Up Collection Bins

When you anticipate that your Collection Bins will be full within your site’s pick-up timeframe [generally five (5) business days in urban areas and ten (10) business days in rural areas], call your Hauler to schedule a pickup, or use the online order system. The name and contact information of your Hauler is provided at the front of your training binder and should also be filled in on the cover of these guidelines.

When establishing an appointment for pick-up, please indicate:

- That your facility is a PaintCare Drop-Off Site
- Name of Drop-Off Site and address
- Your name
- Your phone number
- Number of full Collection Bins to be picked up and the number of empty Collection Bins needed for replacement

Preparing Collection Bins for Removal

On the scheduled pickup day, Collection Bins should be readily accessible to the Hauler for quick and efficient loading. The Hauler will bring shipping documents and Collection Bins labels. The Hauler is responsible for loading and off-loading Collection Bins, and will provide a copy of the shipping documents to the Drop-Off Site. Keep a copy of the shipping documents for your records.

Section 8. Inspections and Records

Inspections and Record Keeping

Drop-Off Site staff are responsible for regularly inspecting Collection Bins and spill kits to ensure that such materials are in proper working order, include any necessary labeling, etc. Please report any damaged materials or other problems to PaintCare immediately so that PaintCare may arrange for prompt replacement or repair.

The following records are to be maintained for a minimum of 3 years:

- Internal and external inspection records
- Paint Drop-Off Logs (Appendix A)
- Direct Reuse and Reprocessed Paint Waivers (Appendix B)
- Employee training records (Appendix C) – discussed in Section 9
- Bills of lading and/or other documentation required by applicable Law for outgoing shipments of Program Products

Section 9. Training and Safety

Training

For the safety of the Program and your staff, all employees handling Program Products must receive training in product identification, acceptance, handling, packaging, inspection and emergency response procedures before collecting Program Products or engaging in any PaintCare Program activities.

Training ensures that employees conduct Program Products collection activities in a safe manner that protects workers and the environment.

Program Products collection activities need to follow general safety practices including proper lifting techniques.

Ensure Drop-Off Site employees are equipped for and understand hazards associated with Program Products.

Maintain training plans and records for each employee.

A form for recording staff training is included in Appendix C.

Safety

Store personal protective equipment (PPE) and spill response equipment in an accessible location adjacent to the Collection Bins. Ensure that the materials are protected from the weather.

The Drop-Off Site needs to be equipped with appropriate emergency response equipment including a fire extinguisher, spill kit and PPE. Monthly inspections of equipment are recommended.

Ensure emergency procedures and emergency contact numbers including police, fire department and emergency services are posted by phone near the Drop-Off Site area.

If applicable, develop and maintain emergency action plan as required by OSHA.

If required by federal, state or local law, familiarize police, fire departments and emergency response teams with the layout of your facility, properties of Program Product handled at your facility and evacuation routes.

For your convenience, a form for recording emergency contacts is included in Appendix D.

Section 10. Spill Response

Spills

The information in this section will assist with spills from damaged or leaking Program containers. It is important that all Drop-Off Site staff understand corrective actions to minimize exposure to people or the environment.

Collection Bins should be kept in a clean, accessible area. Clean up any spill or release of Program Product immediately and place spill residue in a sealed container (you may use the PaintCare-provided spill kit container for this), label it and place sealed container in a Collection Bin. Contact the Hauler or PaintCare to replenish spill kit materials as needed.

Reporting

Report any spill or release of ten (10) gallons or more of oil-based Program Product to the environment to the appropriate governmental authority, including the Certified Unified Program Agency (CUPA). Finally, contact PaintCare within 24 hours of making such a report.

Post emergency contact numbers including police, fire department, and emergency services.

Spill Response Procedures

If a spill is small enough to be managed by Drop-Off Site staff, follow these steps:

- Isolate the area and restrict access to the spill
- Ensure personal safety, put on protective gear (glasses and gloves) provided in the spill kit
- Stop the movement of paint by placing the leaking container upright or in a position where the least amount will spill, and place leaking container in plastic bags provided in spill kit, or into the spill kit container
- Contain the spill by placing absorbent pads or granular absorbent around and on the spill – if outdoors, place barriers around storm drains to prevent a release to the environment
- Collect the contaminated absorbent material and place it in plastic bag(s) or spill kit container, along with the leaking container and contaminated PPE, seal the bag(s) and place in the Collection Bin
- Remove any clothing that may be contaminated, wash thoroughly to remove spilled material from your hands or body
- Replace any used spill control supplies
- Document the date, location and amount and type of material spilled
- Immediately report the spill to the appropriate governmental authority

Appendix A. Paint Drop-Off Log (for businesses and organizations)

[included on next page]

Paint Drop-Off Log (for businesses and organizations)

Eligibility: A business or organization may use the PaintCare program to manage program-eligible hazardous waste products (e.g., unwanted oil-based paint, varnishes, solvents) only if it provides the information below and certifies that all hazardous waste it provides to the PaintCare program qualifies as exempt under federal (40 CFR § 262.14) and analogous state/local hazardous waste generator rules for very small quantity generators. Among other criteria, each business/organization responsible for generating waste at a site must, at that site, (1) generate no more than 100 kilograms (about 25 gallons or 220 pounds) of hazardous waste per calendar month, (2) generate no more than 1 kilogram (about 2.2 pounds) of acute hazardous waste per calendar month, and (3) accumulate no more than 1,000 kilograms of hazardous waste at any given time.

Because generator status can vary from month to month, your organization must sign and date this log sheet each time that it seeks to manage hazardous waste through the PaintCare program.

Certification Statement: By signing this document, I certify that all hazardous waste being provided to the PaintCare program qualifies as exempt waste under applicable federal and state/local laws. My organization releases and holds harmless the entity accepting this waste, as well as PaintCare Inc., its sole member and related companies, and their agents, employees, member companies, officers, directors, successors, and assigns from any liability, claim, injury, losses or damages arising from my organization's provision of any materials to the PaintCare program.

[This log sheet may be provided to state agencies upon their request.]

Date	Oil-Based Paint Gallons	Name of Business/Organization	Address of Business/ Organization	Name of Person Dropping-Off Paint	Signature	Phone Number

Appendix B. Direct Reuse and Reprocessed Paint Waiver (Per-Gallon Tracking)

By signing below, I waive, release and hold harmless the Drop-Off Site, PaintCare Inc., PaintCare Inc.'s sole member, and all of their agents, employees, member companies, officers, directors, successors, and assigns from any liability, claim, injury, losses, damages, or cause of action of any kind whatsoever, whether based on contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or are connected with the handling, receipt, use, storage, treatment, disposal (including spilling and leaking) or release of reuse materials obtained through the PaintCare Program. For all materials that I obtain from the PaintCare Program, I accept with full understanding and appreciation of the actual or potential dangers stemming from the proper or improper use. I accept all risk related to my handling receipt, use, storage, treatment, disposal (including spilling and leaking) or release of such Program Product.

All materials that I obtain from the PaintCare Program, I accept as-is, with no warranties. I recognize that neither PaintCare nor the Drop-Off Site warrant that any materials obtained from the Drop-Off Site are merchantable or fit for any particular use. PaintCare and this Drop-Off Site are not responsible for any liability or damages stemming from the use of any material obtained from this Drop-Off Site.

Date	Print Name	Signature	Latex* (gallons)	Oil- Based* (gallons)	Staff Initials
Totals					

*Estimate the gallons of paint in the containers (e.g., 4 one-gallon cans that are half full equals 2 gallons)

Appendix B. Direct Reuse and Reprocessed Paint Waiver (Per-Container Tracking)

By signing below, I waive, release and hold harmless the Drop-Off Site, PaintCare Inc., PaintCare Inc.'s sole member, and all of their agents, employees, member companies, officers, directors, successors, and assigns from any liability, claim, injury, losses, damages, or cause of action of any kind whatsoever, whether based on contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or are connected with the handling, receipt, use, storage, treatment, disposal (including spilling and leaking) or release of reuse materials obtained through the PaintCare Program. For all materials that I obtain from the PaintCare Program, I accept with full understanding and appreciation of the actual or potential dangers stemming from the proper or improper use. I accept all risk related to my handling receipt, use, storage, treatment, disposal (including spilling and leaking) or release of such Program Product.

All materials that I obtain from the PaintCare Program, I accept as-is, with no warranties. I recognize that neither PaintCare nor the Drop-Off Site warrant that any materials obtained from the Drop-Off Site are merchantable or fit for any particular use. PaintCare and this Drop-Off Site are not responsible for any liability or damages stemming from the use of any material obtained from this Drop-Off Site.

Date	Print Name	Signature	# of Latex Containers Taken			# of Oil-Based Containers Taken			Staff Initials
			1-Quart	1-Gallon	5-Gallon	1-Quart	1-Gallon	5-Gallon	
Totals									

Appendix D. Emergency Contact Information

This form is to be completed prior to the first day of collection.

Basic Local Emergency Contacts

Facility Emergency Coordinator
(name/phone):

/

Alternate Emergency Coordinator
(name/phone):

--

Fire Department Phone Number

911

Police Phone Number

911

Hospital Phone Number

--

For Spills of Program Product

Report any spill or release of Program Product which, if not recovered, may cause pollution of waters of the state. Any such spill or release must be reported to the appropriate local and state enforcement agencies immediately, and to PaintCare within 24 hours.

Local enforcement agency (name/phone):

--

State agency (name/phone):

California Emergency Management Agency (Cal EMA) (800) 852-7550
--

PaintCare:

(855) PAINT09

Other (name/phone):

--

Other (name/phone):

--