

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE 6/18/15

Departmental Concurrence

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

373



FROM: Department of Waste Resources

SUBMITTAL DATE:
June 16, 2015

SUBJECT: Approval of Agreement with PaintCare Inc., All Districts, [Waste Resources Enterprise Funds, \$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board of Supervisors to execute the attached California Architectural Paint Recovery Program Agreement with PaintCare Inc.; and
2. Authorize the General Manager-Chief Engineer to execute amendments and approve annual renewals of the agreement after the initial two-year term. (continued)

Hans Kernkamp
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: PaintCare Inc.

Budget Adjustment: No

For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY:

Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: June 30, 2015
xc: Waste

Kecia Harper-Ihem

Clerk of the Board

By:

Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

12-3 C

A-30 ☐ Positions Added ☐
4/5 Vote ☐ Change Order ☐

BACKGROUND:

Summary

In 2010, Governor Schwarzenegger signed Assembly Bill 1343 creating the California Architectural Paint Recovery Program called "PaintCare". The new law required paint manufacturers to develop and implement a program to collect, transport, and process post-consumer paint and other architectural coatings to reduce the costs and environmental impacts of their disposal in California. All County businesses and residents purchasing architectural paint are subject to a recycling fee applied at the point of sale which funds the program.

The program's primary goals are to: (1) reduce the generation of post-consumer architectural coatings; (2) promote reuse of post-consumer architectural coatings; and (3) ensure proper recycling and disposal of architectural coatings at their end-of-life. The Department of Waste Resources (Department) Household Hazardous Waste (HHW) Program has been participating in the California Architectural Paint Recovery Program since June 2013 indirectly through our existing HHW Contractor. Paint and paint products are the primary products collected at HHW collection facilities. By entering into a direct agreement between PaintCare and the Department, the Department can add additional collection facilities and increase collection days to the public and businesses.

A direct agreement with PaintCare would allow the Department to:

- Collect PaintCare products without the use of contract staff.
- Provide more paint collection locations/events without increased Program cost.
- Receive payment for reuse of post-consumer paints used in the County's Graffiti Abatement Program.
- Receive payment for bulking post-consumer paints.
- Receive public education materials for post-consumer paints.

It is recommended that the Board authorize the Department's General Manager-Chief Engineer to enter into this Agreement, which has been reviewed by County Counsel, as it is beneficial to the Department, County residents and the environment.

Impact on Citizens and Businesses

As stated above, by the implementation of a direct agreement between PaintCare and the Department, the Department is able to add additional collection facilities and increase collection services of post-consumer architectural coatings to both citizens and businesses of the County.

Additional Fiscal Information

The current indirect agreement working through the Department's HHW contractor is saving the Department approximately \$244,000 per year. It is estimated that a direct agreement with PaintCare would save the Department an additional \$18,000 per year.

Contract History and Price Reasonableness

The County's HHW collection program has funded the collection of paint and paint products since the inception of the HHW Collection Program. The direct agreement between PaintCare and the Department substantially reduces these costs and provides for reimbursement to the County for re-used paint products and is therefore considered reasonable.

**California Architectural Paint Recovery Program
Household Hazardous Waste Collection Facility and
Waste Paint Management Agreement**

between

PaintCare Inc.

and

Riverside County Department of Waste Resources

JUN 30 2015

12-3C

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CALIFORNIA ARCHITECTURAL PAINT RECOVERY PROGRAM COLLECTION FACILITY AND WASTE PAINT MANAGEMENT AGREEMENT

This Agreement is made on this ____ day of ____ 2015 (the "Agreement") by and between Riverside County Department of Waste Resources, hereinafter called "COUNTY" located at 14310 Frederick Street, Moreno Valley, CA 92553 (the "COUNTY") and PaintCare Inc., a Delaware corporation having its office at 1500 Rhode Island Ave., N.W., Washington, D.C. 20005 ("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, that the Department approved, to facilitate the management of "Program Products" (defined below) that are collected by "Collection Facilities" (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 COUNTY has a household hazardous waste program whereby it operates "Collection Facilities" (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 COUNTY for the collection of Program Products from the COUNTY's Collection Facilities, as provided in this Agreement; and

Whereas, the COUNTY 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 COUNTY 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 materials from the public at Collection Facilities, screening those incoming materials, and identifying acceptable materials as Program Products in accordance with the Program Guidelines.

- 1.4 "Collection Containers" are containers provided by or approved by PaintCare or its contractors to hold and transport Program Products, and include totes, boxes, drums, and roll-off containers.
- 1.5 "Collection Facilities" mean all permanent collection facilities and Temporary Collection Events that are owned, leased, subleased, or otherwise controlled by the COUNTY, as generally described in the Section entitled "Who Can Be a Collection Site" in the Program Guidelines, and as specifically identified in Attachment C ("Collection Facility Information").
- 1.6 "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.
- 1.7 "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 "Including" (whether or not capitalized) means "including but not limited to."
- 1.10 "Indemnified Parties" is defined in Article 9.1.
- 1.11 "Initial Term" is defined in Article 2.1.
- 1.12 "Internal Transportation" means the COUNTY's use of its own employees or independent contractors selected by the COUNTY to transport Program Products to its Collection Facilities from other locations, as authorized in advance by PaintCare.
- 1.13 "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.
- 1.14 "Loose Packing/Loose Packed" means placing acceptable Program Products into Collection Containers in a manner that is conducive to safe and efficient transport.
- 1.15 "Non-Program Products" mean products not covered by the Program that are collected and/or managed by the COUNTY.
- 1.16 "Program Guidelines" mean the "California Architectural Paint Recovery Program Collection Facility Guidelines" in Attachment E, as may be updated by PaintCare from time-to-time.
- 1.17 "Program Products" mean the materials described in Section 3 of the Program Guidelines.
- 1.18 "Reprocessed" or "Reprocessing" means the combining of acceptable latex Program Products for resale, to give away to consumers, or for COUNTY's internal use for local graffiti abatement.
- 1.19 "Required Insurance" is defined in Article 10.1.

- 1.20 "Services" mean all services for which COUNTY is responsible, as described in this Agreement and in the Attachments hereto.
- 1.21 "State" means the State of California.
- 1.22 "Temporary Collection Events" mean an event hosted by the COUNTY to Collect Program Products at locations within the State.
- 1.23 "Transportation Providers" mean independent contractors hired by PaintCare to transport Program Products from the Collection Facilities.

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 COUNTY, before the end of the term of the Agreement, shall assemble all Collection Containers supplied by PaintCare whether or not full, and shall make them available for pick up by a Transportation Provider at one of the Collection Facilities. In the event of any expiration of this Agreement, COUNTY 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 COUNTY

- 3.1 In consideration of PaintCare's payments, if any, to the COUNTY for the Services, and for activities undertaken at the expense of PaintCare, the COUNTY 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 COUNTY shall manage at its own expense all Program Products Collected at the Collection Facilities 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 The COUNTY may amend Attachment B ("Collection Facility Information") to add or delete sites, subject to PaintCare's prior written approval for each such addition/deletion.
- 3.4 The COUNTY (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 Collection Facilities; and

- c. securing and locking the Collection Facilities at all times when the facilities are closed or not attended.
- 3.5 The COUNTY is responsible for and will manage at its sole expense any and all Non-Program Products it collects at the Collection Facilities. PaintCare in no way accepts responsibility for such Non-Program Products.
- 3.6 The COUNTY shall not charge Program participants a fee relating to any costs that are covered by the Program. To avoid any fee practices at Collection Facilities that may reflect badly on the Program, the COUNTY 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 COUNTY from charging fees to participants for dropping off Non-Program Products.
- 3.7 The COUNTY 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 COUNTY's personnel or equipment cause any damage to PaintCare's or one of its contractor's property, the COUNTY, at its sole expense, shall promptly replace the damaged property or repair it to the condition existing before the damage.
- 3.8 The COUNTY 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 COUNTY to thoroughly familiarize itself with such matters does not relieve the COUNTY of its obligations under this Agreement.
- 3.9 Work under this Agreement shall be performed only by competent personnel under the management, supervision, and direction of, or in the employment of, the COUNTY. All personnel working for or at the direction of COUNTY must be managed, supervised, and directed by the COUNTY.
- 3.10 The COUNTY shall commit adequate resources to participate in the Program and meet its obligations under this Agreement.
- 3.11 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 COUNTY shall comply with all reasonable requests from PaintCare for preparation, access, review, and/or adjustment of these deliverables throughout the term of this Agreement.
- 3.12 The COUNTY shall inspect the Collection Containers upon arrival and determine whether they are in proper condition for use. PaintCare is responsible for replacing any defective Collection Containers and repairing normal wear-and-tear to the Collection Containers. The COUNTY shall immediately notify PaintCare if at any point during the term of the Agreement a Collection Container(s) is not in proper condition for use and shall not use any such defective Collection Containers until they are repaired or replaced by PaintCare. The COUNTY is responsible for its use (or misuse) of any equipment it uses to perform the Services, including any Collection Containers.

ARTICLE 4 — REPRESENTATIONS AND WARRANTIES

- 4.1 The COUNTY represents, covenants, and warrants that:

- a. It is a political subdivision of the State of California 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 COUNTY;
- 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 fourteen (14) days in rural areas and five (5) days in urban areas of a request placed by the COUNTY, PaintCare shall arrange for a Transportation Provider to pick up from any permanent Collection Facility any Collected Program Products at that permanent Collection Facility that are not managed via Direct Reuse or Reprocessing. PaintCare shall, at its expense, arrange for the Transportation Provider 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 COUNTY provides PaintCare with sufficient notice as required under this Agreement, PaintCare (or its Transportation Provider) will coordinate with the COUNTY to arrange for the timely pick-up of Program Products Collected at a Temporary Collection Event at a date and time designated by the COUNTY.
- 5.3 PaintCare shall pay the COUNTY for any Additional Activities as set forth in this Agreement and in accordance with the pricing in Attachment B ("Pricing").
- 5.4 For each Collection Facility, PaintCare shall provide Collection Containers to the COUNTY or approve the COUNTY's containers as Collection Containers. All Collection Containers 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 COUNTY, 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 Transportation Providers and their subcontractors to treat, store, and dispose of in accordance with all applicable Law all Program Products picked up by Transportation Provider from a Collection Facility. 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 Transportation Providers 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 COUNTY. The COUNTY may not restrict PaintCare from contracting with other entities under the Program, including other COUNTYS with collection facilities in the COUNTY's geographical region.
- 5.10 If PaintCare or a Transportation Provider causes any damage to the COUNTY's or one of its subcontractor's property, PaintCare shall, at no expense to the COUNTY, either (i) promptly replace the damaged property or repair it to the condition existing before the damage, or (ii) require the Transportation Provider 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 COUNTY and PaintCare, the COUNTY has title to and risk of loss and liability for any and all Program Products and Non-Program Products that the COUNTY receives under this Agreement, 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 Transportation Provider accepts for transportation any Program Products Collected by the COUNTY under this Agreement, title to and risk of loss for those Program Products will transfer to that Transportation Provider. PaintCare at no time takes title to or assumes liability for Program Products or Non-Program Products; however, PaintCare shall require in its contracts with its Transportation Providers that the Transportation Providers accept such title and risk of loss immediately upon accepting any Program Products for transportation from a Collection Facility.
- 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 Containers, (ii) facilitate the transportation and processing of Program Products by Transportation Providers as set forth in this Agreement, (iii) pay the COUNTY 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 COUNTY, if any, will be made in U.S. currency and in the manner set forth in Attachment B ("Pricing").
- 7.3 The COUNTY shall invoice PaintCare on a monthly basis, either by hard copy or electronically. Invoices furnished by the COUNTY under this Agreement must be in a reasonably acceptable form. PaintCare reserves the right to refuse payment of any invoice or portion thereof that is not received in a reasonably acceptable form.
- a) Each invoice must include the information included in Attachment D ("Model Invoice"), and must state:
 - i. the unique, identifying invoice number;
 - ii. the specific work categories of Services provided for under the Agreement;
 - iii. the specific quantity of units invoiced under each category, as appropriate; and
 - iv. additional information as agreed to in writing by the parties that is unique to the Services being performed by the COUNTY.
 - b) Each invoice must include the signature of the COUNTY 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 COUNTY are subject to audit by PaintCare.
- 7.5 The COUNTY shall submit all invoices to PaintCare by the method directed by PaintCare and/or at the address specified below. PaintCare shall send all payments due to the COUNTY to the address specified below.

To: PaintCare Inc.
Attn: Accounting
E-mail: paintcare@bill.com
Address: 1500 Rhode Island Ave., NW
Washington, DC 20005

To: Riverside County Department of Waste Resources
Attn: Account Receivable
Fax: (951) 486-3230
E-mail: WasteAccountsReceivable@co.riverside.ca.us
cc: ethompson@co.riverside.ca.us
Address: 14310 Frederick Street
Moreno Valley, CA 92553

- 7.6 Provided that the COUNTY 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 COUNTY 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 COUNTY shall continue with its responsibilities under this Agreement and shall not stop providing the Services and PaintCare shall make all payments due to the COUNTY over which there is no good-faith dispute.
- 7.7 PaintCare's payment of all or a part of an invoice neither relieves the COUNTY of any of its obligations under this Agreement nor constitutes a waiver of any claims by PaintCare. Likewise, the COUNTY'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 COUNTY.
- 7.8 The COUNTY warrants that, to the best of its knowledge, all documents including invoices, billings, back-up information for invoices, and reports submitted by the COUNTY 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 COUNTY warrants that PaintCare may rely upon all such documents and the data therein as being complete and accurate. The COUNTY shall promptly notify PaintCare upon discovering any errors or discrepancies in any documents that the COUNTY 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 COUNTY has complied with this Agreement and the applicable Law; and (b) consult with the COUNTY about such compliance; provided, however, that PaintCare shall not, and affirmatively disclaims any ability to, control, supervise, or manage (i) the employees of the COUNTY, (ii) the activities undertaken by the COUNTY in the performance of this Agreement, and (iii) the means by which the COUNTY meets all requirements, including applicable Law.
- 8.2 PaintCare may, audit and inspect, with full access, the COUNTY's Collection Facilities during the Collection Facilities' hours of operation, as well as any other site at which the COUNTY performs the Services. PaintCare will provide the COUNTY with at least seventy-two (72) hours' notice before any such audit or inspection.

- 8.3 The COUNTY will maintain and make available to PaintCare, during regular business hours, accurate books and accounting records relating to its Services under this Agreement. The COUNTY 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 COUNTY shall maintain such data and records (and ensure that any subcontractors of the COUNTY 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 COUNTY shall maintain the following records:
- a. for each pick-up of Program Products by a Transportation Provider from a Collection Facility, a bill of lading, manifest, or equivalent shipping documentation specifying the following:
 - i. the name, address, and telephone number of both the originating Collection Facility and the Transportation Provider;
 - ii. the destination of the Program Products;
 - iii. the quantity of Program Products being transported;
 - iv. the date on which the Transportation Provider accepted the Program Products from the originating location; and,
 - v. the signatures of both the Transportation Provider and a representative of the originating Collection Facility;
 - b. records detailing the quantity of paint managed through Direct Reuse and Reprocessing at each Collection Facility;
 - c. records of any inspections required by Law;
 - d. CESQG Certifications, as set forth in Appendix A to the Program Guidelines. The COUNTY may adopt its own version of the CESQG Certification, but any such certification must specifically waive, release and hold harmless PaintCare and its sole member (as identified in PaintCare's Certificate of Incorporation), and their member companies, officers, directors, employees, successors, assigns, agents, and invitees from any and all liability and claims, and otherwise give protection to PaintCare's interests equal to the CESQG Certification in Appendix A to the Program Guidelines;
 - e. "Direct Reuse and Reprocessed Paint Waivers," as set forth in Appendix B to the Program Guidelines. COUNTY may adopt its own version of the Direct Reuse Paint and Reprocessed Paint Waiver, but any such waiver must specifically waive, release, and hold harmless PaintCare and its sole member (as identified in PaintCare's Certificate of Incorporation), and their member companies, officers, directors, employees, successors, assigns, agents, and invitees from any and all liability and claims, and otherwise give protection to PaintCare's interests equal to the Direct Reuse and Reprocessing Paint Waiver in Appendix B to the Program Guidelines; and

f. Employee Training records, as described in and required by the Program Guidelines.

- 8.5 The COUNTY and its representatives may (a) monitor and verify that PaintCare, its contracted Transportation Providers, 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 COUNTY is the generator or in any way legally responsible under applicable Law.
- 8.6 The COUNTY may audit and inspect, with full access, PaintCare's contracted storage, processing, and disposal facilities that handle the COUNTY's Program Products. To exercise its inspection rights of any third-party facility, the COUNTY will send a request to PaintCare. Within seventy-two (72) hours of receiving any inspection request from the COUNTY, PaintCare will arrange for an inspection of the facility during its hours of operation.

ARTICLE 9 – INDEMNIFICATION

- 9.1 **The COUNTY's Indemnification of PaintCare.** The COUNTY, 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 COUNTY or any subcontractor of the COUNTY), the COUNTY's operation of a Collection Facility, or the COUNTY'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 COUNTY.**
- a. PaintCare shall indemnify, defend, and hold harmless the COUNTY OF RIVERSIDE, its agencies, districts, special districts, and departments, their respective directors, officers, Boards of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereafter referred to as "INDEMNITIES") 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 INDEMNITIES.

- b. PaintCare shall require in its contracts with its Transportation Providers that the Transportation Providers agree to indemnify the COUNTY, 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 Transportation Provider's (or its subcontractors') transportation or processing/disposal of any Program Products that the Transportation Provider picks up from any of the COUNTY's Collection Facilities. 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 County, its agents, elected officials, or employees.

ARTICLE 10 – INSURANCE

10.1 The COUNTY 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) written on an occurrence basis with limits not less than \$1,000,000 for each occurrence, and \$5,000,000 in the aggregate;
- 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 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, for releases during transportation and related claims, 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.

- 10.2 The COUNTY may utilize self-insurance to satisfy all of the obligations in this Article related to the Required Insurance. To the extent that the COUNTY relies on its self-insurance to meet its obligations, the COUNTY 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 COUNTY all of the same requirements and obligations that would have been imposed on one or more insurance carriers had the COUNTY procured the Required Insurance instead of relying on self-insurance.
- 10.3 The Required Insurance, except for worker's compensation 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 COUNTY 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 COUNTY 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 COUNTY 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 and all premiums paid. 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, and that are satisfactory to PaintCare. Approval of the insurance by PaintCare will not relieve or decrease the liability of the COUNTY hereunder.
- 10.5 For all Required Insurance policies, the COUNTY shall provide thirty (30) days' advance written notice to PaintCare of any reduction or nonrenewal of coverage or cancellation of coverage for any reason.
- 10.6 Should any of the Required Insurance be provided under a claims-made form, the COUNTY, 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 or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit must be at least double the each-occurrence or each-claim limits specified above.
- 10.8 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.

- 10.9 All deductibles, self-insured retentions or similar amounts are the sole responsibility of the COUNTY and will not be paid by or payable by PaintCare.
- 10.10 If the COUNTY will use a subcontractor to complete any portion of this Agreement or to provide any Services, the COUNTY 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 COUNTY as additional insureds or additional named insured in conformity with the above provisions and (ii) providing a waiver of subrogation.
- 10.11 Within thirty (30) days after the Effective Date and at least once annually thereafter, COUNTY shall provide PaintCare with a letter of self-insurance, verifying that COUNTY's insurance complies with the requirements of this Agreement.
- 10.12 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 \$ 1,000,000 in the aggregate.
- 10.13 Upon receiving a written request from the COUNTY, 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 COUNTY 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 COUNTY, PaintCare shall provide the COUNTY 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.
- 10.14 The PaintCare Required Insurance must be placed with insurers that are authorized to do business in the State, and that are satisfactory to the COUNTY. Approval of the insurance by the COUNTY will not relieve or decrease the liability of PaintCare hereunder.
- 10.15 For all Required Insurance policies, PaintCare shall provide thirty (30) days' advance written notice to the COUNTY of any reduction or nonrenewal of coverage or cancellation of coverage for any reason.
- 10.16 PaintCare shall require that its Transportation Providers carry appropriate insurance, including the following (collectively, the "Transportation Provider 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) written on an occurrence basis with limits not less than \$1,000,000 for each occurrence, and \$5,000,000 in the aggregate;
 - 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.
- 10.17 PaintCare shall require in its contracts with its Transportation Providers that the Transportation Provider include the COUNTY and its agents, elected officials, and employees as additional insured (by blanket endorsement) under the Transportation Provider Insurance policies (other than Worker's Compensation).

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 Collection Facilities) 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 COUNTY 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 COUNTY 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 COUNTY shall assemble all Collection Containers supplied by PaintCare whether or not full, and shall make them available for pick up by a Transportation Provider at one of the COUNTY's Collection Facilities.

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 COUNTY's obligation to pay its subcontractors is an obligation independent from PaintCare's obligation to make payments to the COUNTY. 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: 1500 Rhode Island Ave., NW

Washington, DC 20005

[COUNTY]

To: Riverside County Department of Waste Resources
Attn: Hans Kernkamp
Address: 14310 Frederick Street
Moreno Valley, CA 92553

ARTICLE 15 – INDEPENDENT CONTRACTOR STATUS

- 15.1 The parties intend that the COUNTY, in performing the Services specified herein, is acting as an independent contractor and that the COUNTY 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 Transportation Providers 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 Transportation Providers 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.
- 16.2 Subject to the conditions and limitations of this Article, any controversy or claim arising out of or relating to this Agreement will be exclusively settled by arbitration under the laws of the State, in accordance with the rules of the American Arbitration Association.
- 16.3 The parties agree to consolidation of any arbitration between them with any other arbitration involving, arising from, or relating to this Agreement.
- 16.4 Each party hereto accepts the jurisdiction of the courts of the State for the purposes of commencing, conducting and enforcing an arbitration proceeding pursuant to this Article. Each party will accept service of notice of the other party's intent to proceed with arbitration, and of any other step in connection therewith or enforcement thereof, if such

notice is in writing and sent by certified letter addressed to said party according to Article 14.1, and such notice will have the same effect as if the party had been personally served within the State.

- 16.5 Any decision of an arbitrator engaged under this Article is final, binding and enforceable upon both parties.
- 16.6 The parties shall continue to perform their respective obligations during the dispute resolution process in a diligent and timely manner in accordance with all applicable provisions of this Agreement.
- 16.7 Each party hereto shall bear the costs and expenses incurred by it in connection with such arbitration processes. The cost of any independent decision maker shall be shared equally between the parties.

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 COUNTY shall promptly notify PaintCare in writing upon discovery of any material failure, or any allegation of any material failure, of the COUNTY 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 COUNTY shall place the greatest importance and priority on safety, health, and environmental protection during performance of the Services.
- 18.2 The COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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 24 hours. As between the parties, the COUNTY 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 COUNTY shall not delay the undertaking of appropriate action because of any inability to notify PaintCare.

ARTICLE 19 – CONFIDENTIALITY/PUBLICITY

- 19.1 The COUNTY 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 COUNTY from publishing its role and participation in the PaintCare program. Notwithstanding the foregoing the COUNTY 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 Collection Facilities 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 COUNTY 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. The COUNTY acknowledges that PaintCare claims that the pricing information in this Agreement constitutes proprietary information.

- b. In the event the COUNTY receives a request for disclosure of such information or disclosure under the Disclosure Laws, the COUNTY will provide PaintCare with reasonable prior notice, and in no case less than ten (10) days' notice, of the request prior to disclosing the information or documentation. If PaintCare claims the information or documentation is exempt from disclosure under the Disclosure Laws, it must obtain a protective order, injunctive order, or other appropriate remedy from a court of law in the State before the COUNTY's deadline for responding to the request. If PaintCare fails to obtain such judicial relief within that time, the COUNTY may disclose the requested information without any penalty or liability to PaintCare.

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 ("Collection Facility 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.** This Agreement is executed and intended to be performed in the State, and the laws of the State shall govern its interpretation and effect. Any legal proceedings regarding this Agreement initially shall 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.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

RIVERSIDE COUNTY
DEPARTMENT OF WASTE RESOURCES
14310 Frederick Street
Moreno Valley, CA 92553

PAINTCARE INC.
1500 Rhode Island Avenue
N.W. Washington, D.C. 90005

Date: JUN 30 2015

Date: 6/12/15

By: 

Name: Alison Keane

RECOMMENDED FOR APPROVAL

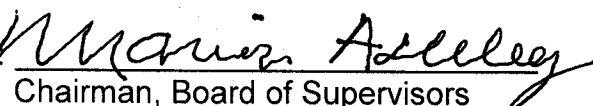
Title: General Counsel

By: 

Name: Hans Kernkamp


Title: General Manager-Chief Engineer

RIVERSIDE COUNTY

By: 
Chairman, Board of Supervisors
MARION ASHLEY

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE 6/17/15

ATTEST:

By: 
Clerk of the Board
KECIA HARPER-IHEM

ATTACHMENT A: SCOPE OF WORK

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

- 1) Collect Program Products and Loose Pack them into Collection Containers to be picked up by Transportation Providers.
- 2) Notify PaintCare when there are at least five (5) Collection Containers full of Program Products ready for pick up by a Transportation Provider, or sooner if pickups are necessary for the COUNTY to comply with storage limits or other applicable Law.
- 3) Manage all collected Program Products gathered through the Collection Facilities 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 COUNTY'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 COUNTY that include the Collection of Program Products to be picked up by Transportation Providers 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 COUNTY.

ATTACHMENT B: PRICING

Additional Activity	Description	Unit Price
Direct Reuse Rate (Latex)	PaintCare agrees to pay to the COUNTY for each gallon of latex Program Product that is actually taken by a public consumer from a Direct Reuse program, whether sold or given away without charge.	\$1.60_per gallon*
Direct Reuse Rate (Oil-Based)	PaintCare agrees to pay to the COUNTY for each gallon of oil-based Program Product that is actually taken by a public consumer from a Direct Reuse program, whether sold or given away without charge.	\$1.60_per gallon*
Latex Paint Reprocessing Rate	PaintCare agrees to pay to the COUNTY 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) or used internally by the COUNTY for graffiti abatement.	\$ 3.00__ per gallon
Bulked Latex Paint Rate	<p>PaintCare agrees to pay to the COUNTY for every 55-gallon drum of Bulked latex paint that is picked up by a Transportation Provider from particular Collection Facility(ies) approved by PaintCare in writing. Rate includes drum cost.</p> <p>Approved Collection Facilities as of the Effective Date:</p> <ul style="list-style-type: none"> • Murrieta ABOP (25315 Jefferson Avenue) 	\$165.00 per Bulked 55-gallon drum

**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.*



Attachment C: Collection Facility/Event Information

Provide all applicable information.

Site 1	1. Type of site/event	PHHWCF
	2. Name of site/event	Agua Mansa Regional PHHWCF
	3. Street address for site or event	1780 Agua Mansa Rd.
	4. City, State, Zip Code for site or event	Jurupa Valley, CA 92509
	5. Permit holder	Riverside County Department of Waste Resources
	6. Phone # for general public	(800) 304-2226 & (951) 486-3200
	7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
	8. Days/hours for households	Non-Holiday Saturdays/9:00 am to 2:00 pm
	9. Days/hours for CESQGs	Not applicable at this moment
	10. Drop off limits (self-imposed)	15 gallons or 125 pounds
	11. HHW service area (cities/towns)	Riverside County
	12. Special site/event notes	
	13. Contact person's name and title	Lisa Thompson, Program Coordinator
	14. Contact person's agency/company	Riverside County Department of Waste Resources
	15. Contact person's phone	(951) 486-3265
	16. Contact person's email	ethompson@co.riverside.ca.us
	17. Promote site/event on PaintCare.org site locator? (yes/no)	Yes
	18. Advertise site in PaintCare newspaper ads? (yes/no)	Yes
	19. Best newspapers and radio stations for promoting this site/event?	Press Enterprise Radio: KFrog
	20. Additional information	

Site 2	1. Type of site/event	PHHWCF
	2. Name of site/event	Lake Elsinore Regional PHHWCF
	3. Street address for site or event	512 North Langstaff St.
	4. City, State, Zip Code for site or event	Lake Elsinore, CA 92530
	5. Permit holder	City of Lake Elsinore
	6. Phone # for general public	(800) 304-2226 & (951) 486-3200
	7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
	8. Days/hours for households	First Non-Holiday Saturdays of the month/9:00 am to 2:00 pm CLOSED: December and January
	9. Days/hours for CESQGs	Not applicable at this moment
	10. Drop off limits (self-imposed)	15 gallons or 125 pounds
	11. HHW service area (cities/towns)	Riverside County
	12. Special site/event notes	
	13. Contact person's name and title	Nicole McCalmont, Senior Engineering Technician or Lisa Thompson, Program Coordinator
	14. Contact person's agency/company	Riverside County Department of Waste Resources

15. Contact person's phone	951-674-3124 Ext. 245 or (951) 486-3265
16. Contact person's email	nmccalmont@lake-elsinore.org or ethompson@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	Yes
18. Advertise site in PaintCare newspaper ads? (yes/no)	Yes
19. Best newspapers and radio stations for promoting this site/event?	Press Enterprise Radio: KFrog
20. Additional information	

Site 3

1. Type of site/event	PHHWCF
2. Name of site/event	Palm Springs Regional PHHWCF
3. Street address for site or event	1100 Vella Road,
4. City, State, Zip Code for site or event	Palm Springs, CA 92264
5. Permit holder	Riverside County Department of Waste Resources
6. Phone # for general public	(800) 304-2226 & (951) 486-3200
7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
8. Days/hours for households	October to May -Non-Holiday Saturdays/9:00 am to 2:00 pm June-September - Non-Holiday Saturdays/7:00 am to Noon
9. Days/hours for CESQGs	Not applicable at this moment
10. Drop off limits (self-imposed)	15 gallons or 125 pounds
11. HHW service area (cities/towns)	Riverside County
12. Special site/event notes	
13. Contact person's name and title	Lisa Thompson, Program Coordinator
14. Contact person's agency/company	Riverside County Department of Waste Resources
15. Contact person's phone	(951) 486-3265
16. Contact person's email	ethompson@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	Yes
18. Advertise site in PaintCare newspaper ads? (yes/no)	Yes
19. Best newspapers and radio stations for promoting this site/event?	Desert Sun
20. Additional information	

Site 4

1. Type of site/event	PHHWCF
2. Name of site/event	Central Accumulation Facility
3. Street address for site or event	16411 Lamb Canyon Road
4. City, State, Zip Code for site or event	Beaumont, CA 92223
5. Permit holder	Riverside County Department of Waste Resources
6. Phone # for general public	(800) 304-2226 & (951) 486-3200

7. HHW/CESQG program website	
8. Days/hours for households	
9. Days/hours for CESQGs	Not applicable
10. Drop off limits (self-imposed)	None
11. HHW service area (cities/towns)	Riverside County Load Check Program
12. Special site/event notes	This facility does not accept HHW from the public. It is only used for the County's Load Check Program
13. Contact person's name and title	Mike Harrison, Supervising Hazardous Waste Inspector
14. Contact person's agency/company	Riverside County Department of Waste Resources
15. Contact person's phone	(951) 486-3319
16. Contact person's email	mharrison@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	No
18. Advertise site in PaintCare newspaper ads? (yes/no)	No
19. Best newspapers and radio stations for promoting this site/event?	n/a
20. Additional information	

Site 5

1. Type of site/event	ABOP
2. Name of site/event	Murrieta ABOP
3. Street address for site or event	25315 Jefferson Avenue
4. City, State, Zip Code for site or event	Murrieta, CA 92562
5. Permit holder	Riverside County Department of Waste Resources
6. Phone # for general public	(800) 304-2226 & (951) 486-3200
7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
8. Days/hours for households	Non-Holiday Saturdays/9:00 am to 2:00 pm
9. Days/hours for CESQGs	Not applicable at this moment
10. Drop off limits (self-imposed)	15 gallons or 125 pounds
11. HHW service area (cities/towns)	Riverside County
12. Special site/event notes	
13. Contact person's name and title	Lisa Thompson, Program Coordinator
14. Contact person's agency/company	Riverside County Department of Waste Resources
15. Contact person's phone	(951) 486-3265
16. Contact person's email	ethompson@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	Yes
18. Advertise site in PaintCare newspaper ads? (yes/no)	Yes
19. Best newspapers and radio stations for promoting this site/event?	Press Enterprise
20. Additional information	

Site 6

1. Type of site/event	THHWCF
2. Name of site/event	Anza
3. Street address for site or event	40329 Terwillinger Road
4. City, State, Zip Code for site or event	Anza, CA 92539
5. Permit holder	Riverside County Department of Waste Resources
6. Phone # for general public	(800) 304-2226 & (951) 486-3200
7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
8. Days/hours for households	Operating Days very (Twice a year)/9:00 am to 2:00 pm
9. Days/hours for CESQGs	Not applicable
10. Drop off limits (self-imposed)	15 gallons or 125 pounds
11. HHW service area (cities/towns)	Riverside County
12. Special site/event notes	
13. Contact person's name and title	Lisa Thompson, Program Coordinator
14. Contact person's agency/company	Riverside County Department of Waste Resources
15. Contact person's phone	(951) 486-3265
16. Contact person's email	ethompson@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	No
18. Advertise site in PaintCare newspaper ads? (yes/no)	Only prior to the event
19. Best newspapers and radio stations for promoting this site/event?	Anza Outlook, High Country Journal
20. Additional information	

Site 7

1. Type of site/event	THHWCF
2. Name of site/event	Beaumont
3. Street address for site or event	16411 Lamb Canyon Road
4. City, State, Zip Code for site or event	Beaumont, CA 92223
5. Permit holder	Riverside County Department of Waste Resources
6. Phone # for general public	(800) 304-2226 & (951) 486-3200
7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
8. Days/hours for households	Operating Days very (Twice a year)/9:00 am to 2:00 pm
9. Days/hours for CESQGs	Not applicable
10. Drop off limits (self-imposed)	15 gallons or 125 pounds
11. HHW service area (cities/towns)	Riverside County
12. Special site/event notes	
13. Contact person's name and title	Lisa Thompson, Program Coordinator
14. Contact person's agency/company	Riverside County Department of Waste Resources
15. Contact person's phone	(951) 486-3265
16. Contact person's email	ethompson@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	No

18. Advertise site in PaintCare newspaper ads? (yes/no)	Only prior to the event
19. Best newspapers and radio stations for promoting this site/event?	Record Gazette Radio: KFrog
20. Additional information	

Site 8

1. Type of site/event	THHWCF
2. Name of site/event	Blythe
3. Street address for site or event	260 North Broadway St.
4. City, State, Zip Code for site or event	Blythe, CA 92225
5. Permit holder	Riverside County Department of Waste Resources
6. Phone # for general public	(800) 304-2226 & (951) 486-3200
7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
8. Days/hours for households	Operating Days very (Twice a year)/9:00 am to 2:00 pm
9. Days/hours for CESQGs	Not applicable
10. Drop off limits (self-imposed)	15 gallons or 125 pounds
11. HHW service area (cities/towns)	Riverside County
12. Special site/event notes	
13. Contact person's name and title	Lisa Thompson, Program Coordinator
14. Contact person's agency/company	Riverside County Department of Waste Resources
15. Contact person's phone	(951) 486-3265
16. Contact person's email	ethompson@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	No
18. Advertise site in PaintCare newspaper ads? (yes/no)	Only prior to the event
19. Best newspapers and radio stations for promoting this site/event?	Palo Verde Valley Times
20. Additional information	

Site 9

1. Type of site/event	THHWCF
2. Name of site/event	Coachella
3. Street address for site or event	84625 Bagdad Ave.
4. City, State, Zip Code for site or event	Coachella, CA 92236
5. Permit holder	Riverside County Department of Waste Resources
6. Phone # for general public	(800) 304-2226 & (951) 486-3200
7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
8. Days/hours for households	Operating Days very (Twice a year)/9:00 am to 2:00 pm
9. Days/hours for CESQGs	Not applicable
10. Drop off limits (self-imposed)	15 gallons or 125 pounds
11. HHW service area (cities/towns)	Riverside County

12. Special site/event notes	
13. Contact person's name and title	Lisa Thompson, Program Coordinator
14. Contact person's agency/company	Riverside County Department of Waste Resources
15. Contact person's phone	(951) 486-3265
16. Contact person's email	ethompson@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	No
18. Advertise site in PaintCare newspaper ads? (yes/no)	Only prior to the event
19. Best newspapers and radio stations for promoting this site/event?	Desert Sun
20. Additional information	

Site 10	1. Type of site/event	THHWCF
	2. Name of site/event	Corona
	3. Street address for site or event	400 South Vicentia Ave.
	4. City, State, Zip Code for site or event	Corona, CA 92882
	5. Permit holder	Riverside County Department of Waste Resources
	6. Phone # for general public	(800) 304-2226 & (951) 486-3200
	7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
	8. Days/hours for households	Operating Days very (2-4 days per year)/9:00 am to 2:00 pm
	9. Days/hours for CESQGs	Not applicable
	10. Drop off limits (self-imposed)	15 gallons or 125 pounds
	11. HHW service area (cities/towns)	Riverside County
	12. Special site/event notes	
	13. Contact person's name and title	Lisa Thompson, Program Coordinator
	14. Contact person's agency/company	Riverside County Department of Waste Resources
	15. Contact person's phone	(951) 486-3265
	16. Contact person's email	ethompson@co.riverside.ca.us
	17. Promote site/event on PaintCare.org site locator? (yes/no)	No
	18. Advertise site in PaintCare newspaper ads? (yes/no)	Only prior to the event
	19. Best newspapers and radio stations for promoting this site/event?	Press Enterprise Sentinel Weekly News
	20. Additional information	

Site 11	1. Type of site/event	THHWCF
	2. Name of site/event	Desert Center
	3. Street address for site or event	17-991 Kaiser Road
	4. City, State, Zip Code for site or event	Desert Center, CA 92239

5. Permit holder	Riverside County Department of Waste Resources
6. Phone # for general public	(800) 304-2226 & (951) 486-3200
7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
8. Days/hours for households	Operating Days very (1 st Thursday in February)/9:00 am to 2:00 pm
9. Days/hours for CESQGs	Not applicable
10. Drop off limits (self-imposed)	15 gallons or 125 pounds
11. HHW service area (cities/towns)	Riverside County
12. Special site/event notes	
13. Contact person's name and title	Lisa Thompson, Program Coordinator
14. Contact person's agency/company	Riverside County Department of Waste Resources
15. Contact person's phone	(951) 486-3265
16. Contact person's email	ethompson@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	No
18. Advertise site in PaintCare newspaper ads? (yes/no)	Only prior to the event
19. Best newspapers and radio stations for promoting this site/event?	
20. Additional information	

**Site
12**

1. Type of site/event	THHWCF
2. Name of site/event	Good Hope/Meadowbrook
3. Street address for site or event	21565 Steele Peak Dr.
4. City, State, Zip Code for site or event	Perris, CA 92570
5. Permit holder	Riverside County Department of Waste Resources
6. Phone # for general public	(800) 304-2226 & (951) 486-3200
7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
8. Days/hours for households	Operating Days very (Twice a year)/9:00 am to 2:00 pm
9. Days/hours for CESQGs	Not applicable
10. Drop off limits (self-imposed)	15 gallons or 125 pounds
11. HHW service area (cities/towns)	Riverside County
12. Special site/event notes	
13. Contact person's name and title	Lisa Thompson, Program Coordinator
14. Contact person's agency/company	Riverside County Department of Waste Resources
15. Contact person's phone	(951) 486-3265
16. Contact person's email	ethompson@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	No
18. Advertise site in PaintCare newspaper ads? (yes/no)	Only prior to the event
19. Best newspapers and radio stations for promoting this site/event?	Perris Progress Press Enterprise
20. Additional information	

Site
13

1. Type of site/event	THHWCF
2. Name of site/event	Idyllwild
3. Street address for site or event	25780 Johnson Road
4. City, State, Zip Code for site or event	Idyllwild, CA 92549
5. Permit holder	Riverside County Department of Waste Resources
6. Phone # for general public	(800) 304-2226 & (951) 486-3200
7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
8. Days/hours for households	Operating Days very (Twice a year)/9:00 am to 2:00 pm
9. Days/hours for CESQGs	Not applicable
10. Drop off limits (self-imposed)	15 gallons or 125 pounds
11. HHW service area (cities/towns)	Riverside County
12. Special site/event notes	Event is held at the County road yard
13. Contact person's name and title	Lisa Thompson, Program Coordinator
14. Contact person's agency/company	Riverside County Department of Waste Resources
15. Contact person's phone	(951) 486-3265
16. Contact person's email	ethompson@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	No
18. Advertise site in PaintCare newspaper ads? (yes/no)	Only prior to the event
19. Best newspapers and radio stations for promoting this site/event?	Idyllwild Town Crier
20. Additional information	

Site
14

1. Type of site/event	THHWCF
2. Name of site/event	Indio
3. Street address for site or event	46-350 Arabia Street, Gate 6
4. City, State, Zip Code for site or event	Indio CA 92201
5. Permit holder	Riverside County Department of Waste Resources
6. Phone # for general public	(800) 304-2226 & (951) 486-3200
7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
8. Days/hours for households	Operating Days very (2-4 days per year)/9:00 am to 2:00 pm
9. Days/hours for CESQGs	Not applicable
10. Drop off limits (self-imposed)	15 gallons or 125 pounds
11. HHW service area (cities/towns)	Riverside County
12. Special site/event notes	Event held at Gate 6
13. Contact person's name and title	Lisa Thompson, Program Coordinator
14. Contact person's agency/company	Riverside County Department of Waste Resources
15. Contact person's phone	(951) 486-3265
16. Contact person's email	ethompson@co.riverside.ca.us

17. Promote site/event on PaintCare.org site locator? (yes/no)	No
18. Advertise site in PaintCare newspaper ads? (yes/no)	Only prior to the event
19. Best newspapers and radio stations for promoting this site/event?	Desert Sun
20. Additional information	

Site
15

1. Type of site/event	THHWCF
2. Name of site/event	La Quinta
3. Street address for site or event	78495 Calle Tampico
4. City, State, Zip Code for site or event	La Quinta CA 92253
5. Permit holder	Riverside County Department of Waste Resources
6. Phone # for general public	(800) 304-2226 & (951) 486-3200
7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
8. Days/hours for households	Operating Days very (Twice a year)/9:00 am to 2:00 pm
9. Days/hours for CESQGs	Not applicable
10. Drop off limits (self-imposed)	15 gallons or 125 pounds
11. HHW service area (cities/towns)	Riverside County
12. Special site/event notes	Event held at the south city parking lot
13. Contact person's name and title	Lisa Thompson, Program Coordinator
14. Contact person's agency/company	Riverside County Department of Waste Resources
15. Contact person's phone	(951) 486-3265
16. Contact person's email	ethompson@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	No
18. Advertise site in PaintCare newspaper ads? (yes/no)	Only prior to the event
19. Best newspapers and radio stations for promoting this site/event?	Desert Sun
20. Additional information	

Site
16

1. Type of site/event	THHWCF
2. Name of site/event	Mead Valley
3. Street address for site or event	19450 Clark St.
4. City, State, Zip Code for site or event	Perris CA 92570
5. Permit holder	Riverside County Department of Waste Resources
6. Phone # for general public	(800) 304-2226 & (951) 486-3200
7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
8. Days/hours for households	Operating Days very (1-2 days per year)/9:00 am to 2:00 pm
9. Days/hours for CESQGs	Not applicable

10. Drop off limits (self-imposed)	15 gallons or 125 pounds
11. HHW service area (cities/towns)	Riverside County
12. Special site/event notes	
13. Contact person's name and title	Lisa Thompson, Program Coordinator
14. Contact person's agency/company	Riverside County Department of Waste Resources
15. Contact person's phone	(951) 486-3265
16. Contact person's email	ethompson@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	No
18. Advertise site in PaintCare newspaper ads? (yes/no)	Only prior to the event
19. Best newspapers and radio stations for promoting this site/event?	Perris Progress
20. Additional information	

**Site
17**

1. Type of site/event	THHWCF
2. Name of site/event	Mecca
3. Street address for site or event	91-260 Avenue 66
4. City, State, Zip Code for site or event	Mecca CA 92254
5. Permit holder	Riverside County Department of Waste Resources
6. Phone # for general public	(800) 304-2226 & (951) 486-3200
7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
8. Days/hours for households	Operating Days very (Twice a year)/9:00 am to 2:00 pm
9. Days/hours for CESQGs	Not applicable
10. Drop off limits (self-imposed)	15 gallons or 125 pounds
11. HHW service area (cities/towns)	Riverside County
12. Special site/event notes	Event held at the Sheriff's Substation
13. Contact person's name and title	Lisa Thompson, Program Coordinator
14. Contact person's agency/company	Riverside County Department of Waste Resources
15. Contact person's phone	(951) 486-3265
16. Contact person's email	ethompson@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	No
18. Advertise site in PaintCare newspaper ads? (yes/no)	Only prior to the event
19. Best newspapers and radio stations for promoting this site/event?	Desert Sun
20. Additional information	

**Site
18**

1. Type of site/event	THHWCF
2. Name of site/event	Moreno Valley

3. Street address for site or event	15670 Perris Blvd.
4. City, State, Zip Code for site or event	Moreno Valley CA 92551
5. Permit holder	Riverside County Department of Waste Resources
6. Phone # for general public	(800) 304-2226 & (951) 486-3200
7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
8. Days/hours for households	Operating Days very (4-days per year)/9:00 am to 2:00 pm
9. Days/hours for CESQGs	Not applicable
10. Drop off limits (self-imposed)	15 gallons or 125 pounds
11. HHW service area (cities/towns)	Riverside County
12. Special site/event notes	Event held at the City Maintenance Facility
13. Contact person's name and title	Lisa Thompson, Program Coordinator
14. Contact person's agency/company	Riverside County Department of Waste Resources
15. Contact person's phone	(951) 486-3265
16. Contact person's email	ethompson@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	No
18. Advertise site in PaintCare newspaper ads? (yes/no)	Only prior to the event
19. Best newspapers and radio stations for promoting this site/event?	Press Enterprise
20. Additional information	

**Site
19**

1. Type of site/event	THHWCF
2. Name of site/event	Murrieta
3. Street address for site or event	1 Town Square, 24601 Jefferson Ave.
4. City, State, Zip Code for site or event	Murrieta, CA 92562
5. Permit holder	Riverside County Department of Waste Resources
6. Phone # for general public	(800) 304-2226 & (951) 486-3200
7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
8. Days/hours for households	Operating Days very (Twice a year)/9:00 am to 2:00 pm
9. Days/hours for CESQGs	Not applicable
10. Drop off limits (self-imposed)	15 gallons or 125 pounds
11. HHW service area (cities/towns)	Riverside County
12. Special site/event notes	Event held at the City Hall parking lot
13. Contact person's name and title	Lisa Thompson, Program Coordinator
14. Contact person's agency/company	Riverside County Department of Waste Resources
15. Contact person's phone	(951) 486-3265
16. Contact person's email	ethompson@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	No
18. Advertise site in PaintCare newspaper ads? (yes/no)	Only prior to the event
19. Best newspapers and radio stations for promoting this site/event?	Press Enterprise

20. Additional information

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Site
20

1. Type of site/event	THHWCF
2. Name of site/event	Pinyon Pines
3. Street address for site or event	South Pinyon Flats Road
4. City, State, Zip Code for site or event	Pinyon Pines CA 92561
5. Permit holder	Riverside County Department of Waste Resources
6. Phone # for general public	(800) 304-2226 & (951) 486-3200
7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
8. Days/hours for households	Operating Days very (Twice a year)/9:00 am to 2:00 pm
9. Days/hours for CESQGs	Not applicable
10. Drop off limits (self-imposed)	15 gallons or 125 pounds
11. HHW service area (cities/towns)	Riverside County
12. Special site/event notes	Event held at the Pinyon Flats Transfer Station
13. Contact person's name and title	Lisa Thompson, Program Coordinator
14. Contact person's agency/company	Riverside County Department of Waste Resources
15. Contact person's phone	(951) 486-3265
16. Contact person's email	ethompson@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	No
18. Advertise site in PaintCare newspaper ads? (yes/no)	Only prior to the event
19. Best newspapers and radio stations for promoting this site/event?	Anza Outlook
20. Additional information	

Site
21

1. Type of site/event	THHWCF
2. Name of site/event	Temecula
3. Street address for site or event	43200 Business Park Dr.
4. City, State, Zip Code for site or event	Temecula CA 92590
5. Permit holder	Riverside County Department of Waste Resources
6. Phone # for general public	(800) 304-2226 & (951) 486-3200
7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
8. Days/hours for households	Operating Days very (1-2 days per year)/9:00 am to 2:00 pm
9. Days/hours for CESQGs	Not applicable
10. Drop off limits (self-imposed)	15 gallons or 125 pounds
11. HHW service area (cities/towns)	Riverside County
12. Special site/event notes	Event held at the Temecula Valley Entrepreneur's Exchange school.
13. Contact person's name and title	Lisa Thompson, Program Coordinator
14. Contact person's agency/company	Riverside County Department of Waste Resources

15. Contact person's phone	(951) 486-3265
16. Contact person's email	ethompson@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	No
18. Advertise site in PaintCare newspaper ads? (yes/no)	Only prior to the event
19. Best newspapers and radio stations for promoting this site/event?	Press Enterprise
20. Additional information	

Site 22	1. Type of site/event	ABOP
	2. Name of site/event	Beaumont ABOP
	3. Street address for site or event	16411 Lamb Canyon Road
	4. City, State, Zip Code for site or event	Beaumont, CA 92223
	5. Permit holder	Riverside County Department of Waste Resources
	6. Phone # for general public	(800) 304-2226 & (951) 486-3200
	7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html
	8. Days/hours for households	Non-Holiday Saturdays/6:00 am to 4:30 pm
	9. Days/hours for CESQGs	Not applicable
	10. Drop off limits (self-imposed)	15 gallons or 125 pounds
	11. HHW service area (cities/towns)	Riverside County
	12. Special site/event notes	Lamb Canyon Landfill
	13. Contact person's name and title	Lisa Thompson, Program Coordinator
	14. Contact person's agency/company	Riverside County Department of Waste Resources
	15. Contact person's phone	(951) 486-3265
	16. Contact person's email	ethompson@co.riverside.ca.us
	17. Promote site/event on PaintCare.org site locator? (yes/no)	Yes
	18. Advertise site in PaintCare newspaper ads? (yes/no)	Yes
	19. Best newspapers and radio stations for promoting this site/event?	Press Enterprise
	20. Additional information	

Site 23	1. Type of site/event	ABOP
	2. Name of site/event	Moreno Valley ABOP
	3. Street address for site or event	31125 Ironwood Avenue
	4. City, State, Zip Code for site or event	Moreno Valley, CA 92555
	5. Permit holder	Riverside County Department of Waste Resources
	6. Phone # for general public	(800) 304-2226 & (951) 486-3200
	7. HHW/CESQG program website	http://www.rivcowm.org/opencms/hhw/index.html

8. Days/hours for households	Non-Holiday Saturdays/9:00 am to 2:00 pm
9. Days/hours for CESQGs	Not applicable
10. Drop off limits (self-imposed)	15 gallons or 125 pounds
11. HHW service area (cities/towns)	Riverside County
12. Special site/event notes	Badlands Landfill
13. Contact person's name and title	Lisa Thompson, Program Coordinator
14. Contact person's agency/company	Riverside County Department of Waste Resources
15. Contact person's phone	(951) 486-3265
16. Contact person's email	ethompson@co.riverside.ca.us
17. Promote site/event on PaintCare.org site locator? (yes/no)	Yes
18. Advertise site in PaintCare newspaper ads? (yes/no)	Yes
19. Best newspapers and radio stations for promoting this site/event?	Press Enterprise
20. Additional information	

ATTACHMENT D: MODEL INVOICE

County of Riverside Department of
Waste Resources:

Make checks payable to:
Riverside County Department of Waste
Resources

Unique Identifying Invoice Number:

Mail payment to:

Riverside County Department of Waste
Resources

Attn: Account Receivable

Fax: (951) 486-3230

E-mail:

WasteAccountsReceivable@co.riverside.c
a.us

Address: 14310 Frederick Street
Moreno Valley, CA 92553

Collection Facility Location or
Temporary Event Location/Date:

Additional Activity	Quantity of Units Included	Unit Price	Invoiced Amount
Direct Reuse (Latex)		\$1.60 per gallon	
Direct Reuse (Oil-Based)		\$1.60 per gallon	
Latex Paint Reprocessing		\$3.00 per gallon	
Latex Paint Bulked		\$165.00 per Bulked 55-gallon drum	

Total:

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

Signed:

Print Name:

Company Title:

Date:

**ATTACHMENT E: CALIFORNIA ARCHITECTURAL PAINT RECOVERY PROGRAM
GUIDELINES FOR HHW COLLECTION FACILITY**

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



CALIFORNIA ARCHITECTURAL PAINT RECOVERY PROGRAM

1500 Rhode Island Ave, NW

Washington DC 20005

(855) 724-6809

Fax: (855) 385-2020

www.paintcare.org

Municipal Collection Facility Guidelines

Last updated: June 4, 2015

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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:
Transporter Company and Contact Name:
Transporter Contact Phone/Email:
CUPA Contact Name/Phone:

PaintCare Collection Facilities

Legislation

In 2010, Governor Schwarzenegger signed Assembly Bill 1343 creating the California Architectural Paint Recovery Program. This law requires paint manufacturers to develop and implement a program to collect, transport, and process post-consumer paint and other architectural coatings to reduce the costs and environmental impacts of their disposal in California. The program's primary goals are to: (1) reduce the generation of post-consumer architectural coatings; (2) promote reuse/using up of post-consumer architectural coatings; and (3) ensure proper recycling and disposal at their end of life.

**About
PaintCare**

The law allows for the formation of a non-profit stewardship organization to implement the program. To serve this purpose, PaintCare Inc. was formed by the American Coatings Association (ACA), the non-profit trade association for the paint and coatings industry. PaintCare submitted a management plan to the California Department of Resources Recycling and Recovery (CalRecycle) on behalf of paint manufacturers in April 2012. The Department approved the Plan on July 19, 2012. The California program began 90 days after Plan approval – on October 19, 2012.

Various studies have demonstrated that between 3 and 10% of all paint purchased is "leftover" – goes unused. To capture this paint, PaintCare will pay for storage containers, transportation and recycling/proper disposal for leftover paint delivered to contracted collection locations like yours. PaintCare will also conduct extensive public outreach about the Program, and promote your sites as a Collection Facility.

Before the PaintCare Program ("Program"), California residents and businesses recycled or disposed of paint primarily through government-sponsored household hazardous waste (HHW) programs or through private hazardous waste management companies. The PaintCare Program increases recycling opportunities for California consumers by partnering with hundreds of retail and reuse stores throughout the state to serve as paint Collection Facilities, as well as by partnering with municipal program like yours.

**Who Can Be
a Collection
Facility**

PaintCare Collection Facilities may be any of the following:

- Municipal household hazardous waste collection facilities (permanent and temporary)
 - Paint retailers including paint, hardware and home improvement stores, and reuse stores (i.e., stores that sell salvaged or excess building materials)
 - Solid waste transfer station, landfills, public works yard and other appropriate publicly accessible facilities
-

**PaintCare
Provides**

Once a contract is established between PaintCare and the Collection Facility, the Program will provide the following:

- Paint storage Collection Containers (usually 1 cubic yard containers)
- Labels for paint Collection Containers
- Spill kit (upon request)
- Recordkeeping forms and/or log book
- Signage identifying your site as a PaintCare Collection Facility
- Educational print materials for your customers

**PaintCare Does
Not Provide**

The Program does not provide personal protective equipment (PPE) or gear that may be required by the U.S. Occupational Safety and Health Administration (OSHA) or California occupational and safety regulations for your place of work. It is your site's responsibility to provide appropriate PPE for your workplace.

PaintCare has no authority and disclaims any responsibility to manage, direct, or supervise your employees, representatives, or agents, 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 that you provide.

General Guidelines for Collection Facilities

Below are general guidelines for a typical Collection Facility. However, we recognize that each location will have unique logistical and operational considerations. PaintCare Collection Facilities must make their own decisions and use their best judgment to operate in the safest manner possible in accordance with applicable Law. To be a Collection Facility, you 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
 - Display PaintCare signage to identify you as a Collection Facility – this poster should be posted in a highly visible area, preferably at the entrance of your Facility
 - Have adequate space, staffing and training to collect and store Program Products and consolidate them only in Collection Containers provided by or approved for use by PaintCare or its contractors to hold and transport Program Products
 - Provide a secure space for empty and full Collection Containers
 - Pack only Program Products into Collection Containers (see Section 3 for a description of Program Products)
 - Schedule shipments of Program Products from your Collection Facility
 - Maintain records
 - Train staff to be familiar with the requirements and practices of this guide
 - Have adequate comprehensive and/or commercial general liability insurance to cover potential risks and liability associated with activities on premises
 - Know and comply with applicable federal, state and local laws as they pertain to your Collection Facility and train staff accordingly – these may include zoning requirements for your activities, state permit requirements (air, hazardous waste, water quality, solid waste, storm water) and OSHA requirements
 - 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
-

**Storage Area
for Collection
Containers**

Establish a sufficient, dedicated storage area for Collection Containers and Program Products.

Collection Containers must include secondary containment to contain liquids in the event a can leaks while in storage; however, they should also be placed on an impermeable surface (e.g., concrete, asphalt, sealed wood floor) whenever possible.

Store Collection Containers away from ignition sources.

Place Collection Containers away from storm drains and floor drains.

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

Mark the Collection Container with the date on which the first Program Product is placed in it and ensure that no Collection Container with content is stored for a period longer than permitted under applicable Law.

If you store Collection Containers outdoors, you may need approval from your local fire or hazardous materials oversight agency.

Storage area information should be included in your Hazardous Materials Business Plan (HMBP) if required by your local fire or hazardous materials oversight agency.

Security

The Collection Facility should be secured and locked when it is closed or not attended.

Only Collection Facility staff should have access to the Collection Containers and storage area.

**Use and
Maintenance
of Collection
Containers**

Keep Collection Containers closed except when adding Program Products.

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

Do not overfill Collection Containers.

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

Pack all Program Products (cans, buckets, bottles) upright and as tight as possible in the Collection Containers to protect contents from shifting and leaking in transit. Use safe practices for handling, storage and management of Program Products.

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

Section 2

Accepting Program Products

What Is Architectural Paint

It is an important responsibility of PaintCare Collection Facilities to only accept Program Products for management under the PaintCare partnership. Section 3 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"). Collection Facilities that accept Non-Program Products will be responsible for managing all Non-Program Products at the Collection Facilities' expense.

Generally, architectural paints include latex and oil-based house paint, stains and clear coatings. The Program excludes (a) industrial maintenance coatings, labeled "for industrial use," or other appropriate wording; (b) Original Equipment Manufacturer coatings or coatings used for OEM applications; and (c) specifically excluded Specialty coatings.

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 can use the PaintCare Program (see next two sub-sections).

Who Can Drop Off Program Products

The Program accepts paint from the following:

Households. Residents may drop off any Program Product.

CESQG Businesses. Among other criteria, businesses that qualify as "Conditionally Exempt Small Quantity Generators" under state and federal rules must generate less than 100 kilograms (about 27 gallons) of hazardous wastes per month. Small painting contractors or commercial property owners often qualify as CESQGs. CESQG businesses may drop off any Program Product.

SQG and LQG Businesses. Businesses that generate more than 100 kilograms of hazardous waste per month are classified as either "Small Quantity Generators" or "Large Quantity Generators" under state and federal rules. Larger painting contractors or big manufacturing businesses typically are classified as SQGs or LQGs. These businesses are more heavily regulated and must use a hazardous waste management company to manage their hazardous waste, including oil-based paint. They may, however, drop off latex-based Program Product at PaintCare Collection Facilities.

Latex Paint is Special. When post-consumer latex paint is intended for recycling, as it is when accepted at PaintCare Collection Facilities, it may be considered by a special California law to be managed as "non-hazardous waste." Therefore SQG and LQG businesses may drop off latex paint at Collection Facilities, even though they may not drop off oil-based paint.

**How to Know
If a Business
Qualifies**

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

When a business has oil-based paint to drop off, it must sign the CESQG Certification log, included in Appendix A, to verify that it qualifies as a CESQG and is therefore qualified to use the Program for oil-based paint. The log includes an explanation of what types of businesses qualify to use the Program. (If a business has only latex paint they do not need to sign anything.)

Once a business signs the CESQG Certification log, you may accept up to 100 kilograms (about 27 gallons) of oil-based paint from that CESQG.

Certification logs may be reviewed by PaintCare or government agencies and compared with a list of registered hazardous waste generators to see that only CESQG businesses are using the Program for their oil-based paint.

**Can Facilities
Charge Fees?**

Program participants should never be charged a fee; as a PaintCare Collection Facility you may not charge residents and qualifying businesses that are dropping off Program Products. Exceptions may be allowed for overhead and other costs not covered through the PaintCare partnership.

What Is Acceptable

Before accepting products from participants for management under the PaintCare program, Collection Facility 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 and Unacceptable Containers

Acceptable

- 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 unlabeled*
- The container is leaking or has no lid*
- The container is larger than 5 gallons
- The container is empty

* Collection Facilities 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 Collection Facility 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 Collection Facility may accept unlabeled containers if an appropriately-trained staff person identifies the material in the container as a Program Product and then applies an appropriate label to the container before placing it in a Collection Container.

Leaking Containers: A Collection Facility may accept a leaking container or a container with no lid if appropriately-trained Collection Facility staff (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
- 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

Section 4

Operations

Greet the Consumer

Participants must be assisted and supervised when they come to drop off Program Products. Collection Facility staff should greet participants and verify eligibility of the participant and their leftover paint products as Program Products.

Examine the Product

Screen products to ensure that only the following are accepted:

- Container is 5 gallons in size or smaller
 - Container has label that is readable (unlabeled containers may be accepted by following the protocols in Section 3 above)
 - Container has a lid and is not leaking (leaking containers or containers with no lids may be accepted by following the protocols in Section 3 above)
 - Latex paint from anyone
 - Oil-based paint from households and CESQG businesses
 - **IMPORTANT:** Never allow the participant or any other non-Collection Facility staff to open a Program Product container
 - Screen products to ensure that the following are not accepted:
 - Non-Program Products
 - Oil-based paint from SQG or LQG businesses
-

Collection Facility Limits

While the PaintCare Program intends to collect as much Program Product as is available, we recognize that your Collection Facility may have storage limitations. PaintCare Collection Facilities, in agreement with PaintCare, may limit the amount of Program Products they accept from a customer.

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 Collection Facility that can manage the large load or offer a direct pickup.

**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, Collection Facility staff must explain why the Program Product cannot be accepted (e.g., not part of Program, leaking, from SQG/LQG, etc.).

**Storing and
Packing
Collection
Containers**

Place Program Products into Collection Containers immediately upon acceptance to minimize the possibility of spills.

Place 5 gallon containers at the bottom of Collection Containers to provide stability for second layer of 1 gallon and smaller cans.

Place all Collection Containers upright to prevent leaks or spills.

Pack the Program Products as tightly as possible inside the Collection Containers. This helps to keep paint products from shifting during transit.

If being stored outside, keep lids on Collection Containers to keep out rain.

Make sure the Collection Container lid sits flat on top the Collection Container.

All Program Products must be stored in Collection Containers at all times.

Never overfill Collection Containers.

Contact your local fire and/or hazardous materials oversight agency to find out if you need a Hazardous Materials Business Plan (HMBP) specific to your Collection Facility to accept and store Program Products.

**Closing a
Collection
Facility**

Please notify PaintCare in writing at least 60-days before stopping collection services to give us adequate time to remove your information from Program promotional materials.

As soon as possible, remove any PaintCare signage from the Collection Facility and post a new sign at the entrance to the site to notify the public that you will no longer be accepting Program Products.

Before your last pick-up, verify that all Program Products and Collection Containers are returned to PaintCare.

Direct Reuse and Paint Reprocessing

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, containers must be labeled, 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 Collection Facility. Direct Reuse products must be displayed in a separate storage area by Collection Facility staff.

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.

An HHW Collection Facility 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 Container (must be completely resealed and not leaking)
 - Bulk the contents into a drum for “bad” latex
-

**Customer
Waiver**

Customers 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 customer is required to read, complete and sign the form and the staff is required to verify what has been taken by the customer. If the facility does not use a waiver form, the facility, and not PaintCare, accepts the risks and liability for the materials. The staff must record the number of containers taken by each customer and the total estimated volume on the log. Customers may return paint to the site if does not meet their expectations.

Working with Transporters

PaintCare contracts with public and private transporters for the delivery of supplies, empty Collection Containers and pick-up of full Collection Containers.

Scheduling the Transporter to Pick Up Collection Containers

When half of your Collection Containers are full or you anticipate that your Collection Containers will be full within fourteen (14) days in rural areas and five (5) days in urban areas, call your Transportation Service Provider to schedule a pickup. The name of your Transportation Service Provider and the contact information should be filled in on the cover of this guide.

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

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

Preparing Collection Containers for Removal

On the scheduled pickup day, Collection Containers should be readily accessible to the transporter for quick and efficient loading. The transporter will bring shipping documents and Collection Container labels. Please assist the transporter with Collection Container loading and off-loading and keep a copy of the shipping documents for your records.

Section 7

Inspections and Records

Inspections

At the end of each day, staff should:

- Inspect the Collection Facility and storage area to ensure Collection Containers are closed properly and the area is secured
 - Inspect Collection Containers for damage and report any damaged Collection Containers to PaintCare for replacement or repair
 - Inspect Collection Container for damaged or missing labels and correct as necessary
-

Record Keeping

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

- Inspection records
 - CESQG Certification log (see: Appendix A)
 - Direct Reuse and Reprocessed Paint Waiver (see: Appendix B)
 - Employee training records (see: Appendix C)
 - Bills of Lading and/or other documentation required by applicable Law for outgoing shipments of Program Products
-

Training and Safety

Training

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.

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

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

Ensure Collection Facility 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 Containers.

Ensure the Collection Facility is equipped with appropriate emergency response equipment including a fire extinguisher, spill kit and PPE. Monthly inspections of equipment are recommended.

Ensure spill kit contains at a minimum safety goggles, gloves, absorbent, duct tape and plastic bags.

Ensure emergency procedures and emergency contact numbers including police, fire department and emergency services are posted by phone near the Collection Facility 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.

A form for recording emergency contacts is included in Appendix D.

Spill Response

Spills

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

Collection Containers should be kept in a clean, accessible area. Avoid spills through good housekeeping, safe handling techniques, proper storage and best management practices.

Clean up any spill or release of Program Product immediately and place spill residue in a sealed container in a Collection Container. Label it. Contact PaintCare to replenish spill kit materials as needed.

Reporting

Any spill or release of Program Product to the environment through a storm drain, waterway or soil contamination of more than 10 gallons must be immediately reported to the appropriate governmental authority, including the Certified Unified Program Agency, ("CUPA"). Contact PaintCare within 24-hours of making such a report.

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

Spill Kits

Upon request, PaintCare provides each Collection Facility with a spill kit containing:

- Latex gloves
- Safety glasses
- Absorbent
- Plastic bags

Any material used should be replaced immediately after it is used. Contact PaintCare for replacement items.

Spill Response Procedures

If a spill is small enough to be managed by Collection Facility 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
 - 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) along with the leaking container and contaminated PPE, seal the bag(s) and place in the Collection Container
 - 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. CESQG Certification

Any individual or business may drop off latex paint Program Products at this Collection Facility, but you may only use this Program for oil-based Program Products if you are a household or qualify as a Conditionally Exempt Small Quantity Generator (CESQG) under applicable state and federal rules, including the requirement that your business generates less than 100 kilograms (about 27 gallons or 220 pounds) of hazardous waste (e.g. solvents or oil-based paint) per month. If you do not qualify as a CESQG, you must use a licensed hazardous waste hauler for managing your oil-based paint products.

By signing this document, I certify that my organization currently qualifies as a CESQG and qualified as a CESQG at the time it generated all hazardous waste I seek to drop off at this Collection Facility. I also understand that the Collection Facility accepting this waste and PaintCare Inc., its sole member, and their agents, employees, member companies, officers, directors, successors, and assigns do not assume liability for my waste and that liability remains with my organization. By signing below, I waive, release and hold harmless the entities and persons referred to in this paragraph from any liability, claim, injury, losses or damages arising from the provision of these materials to the Collection Facility.

Date	Business or Organization (Please Print)	Name of Person Dropping Off Program Product (Please Print)	Signature	Phone Number

Appendix B. Direct Reuse and Reprocessed Paint Waiver

By signing below, I waive, release and hold harmless the Collection Facility, 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 (including punitive or exemplary 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 Program Product or reprocessed paint obtained for reuse from 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, including reprocessed paint.

All Program Product, including reprocessed paint, that I obtain from the PaintCare Program, I accept as is, with no warranties. I recognize that PaintCare does not warrant that any materials obtained from the Collection Facility are merchantable, or fit for any particular use. PaintCare shall not be responsible for any consequential damages stemming from the use of any material obtained from the Collection Facility.

Date	Print Name	Signature	Reprocessed Paint (gallons)	Latex* (gallons)	Oil-Based* (gallons)	Number of Containers	Staff Initials
Totals							

*Estimate the actual gallons of liquid, not container volume (e.g., 4 one-gallon cans that are half full equals 2 gallons.)

Appendix C. Training Record for Collection Facility Staff

Training for Collection Facility personnel is based on the PaintCare Municipal Collection Facility Guidelines and other materials provided to Collection Facilities as part of their training requirement. Training includes information on the following: PaintCare Collection Facilities, accepting Program Products, what is and is not acceptable, Program operations, working with transporters, inspections and records, training and safety, and spill response.

Date	Trainee (Print Name) and Signature	Trainer Initials

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 to the environment (air, water or soil) greater than 10 gallons or any release of any Program Product to the storm drain or waters of the State 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) 1-800-852-7550

PaintCare: 1-855-PAINT09

Other (name/phone): _____

Other (name/phone): _____