

PC Contract No. 003866



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

Between

PaintCare Inc.

and

Santa Barbara County Public Works Department

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

This Agreement (the "Agreement") is made by and between Santa Barbara County Public Works Department, Resource Recovery and Waste Management Division located at 130 East Victoria Street, Suite 100, Santa Barbara, CA 93101 (the "Service Provider") and PaintCare Inc., a Delaware corporation having its office at 901 New York Avenue NW, Suite 300W, Washington, D.C. 20001 ("PaintCare").

RECITALS

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

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

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

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

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

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

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

ARTICLE 1 – DEFINITIONS

- 1.1 "Additional Activities" means those activities that the Service Provider has the option to perform and for which PaintCare will provide monetary compensation as set forth in Attachment B ("Pricing").
- 1.2 "Bulking/Bulked" means opening individual cans of paint and combining the latex paint into 55-gallon drums marked "Latex Paint" and the oil-based paint into a separate 55-gallon drum marked "Oil-Based Paint."
- 1.3 "Collect/Collected/Collection" means accepting Program Products from the public at Drop-Off Sites and screening incoming materials in accordance with the Program Guidelines to determine which materials are acceptable Program Products.

- 1.4 "Collection Bins" are containers provided by or approved for use by PaintCare or its contractors to hold Program Products.
- 1.5 "Direct Reuse" means selling or giving away of Collected Program Products to the public in the United States without combining a Collected Program Product with the contents of any other product and without removing it from its original container.
- 1.6 "Drop-Off Sites" mean all permanent collection facilities and Temporary Collection Events that are owned, leased, subleased, controlled and/or operated by the Service Provider, and are added to this Agreement according to its terms.
- 1.7 "Effective Date" means the date that the parties' obligations begin under this Agreement. The Effective Date is the date of the later signature below.
- 1.8 "Force Majeure" is defined in Article 13.2.
- 1.9 "Haulers" mean independent contractors hired by PaintCare to transport Program Products from the Drop-Off Sites.
- 1.10 "Including" (whether or not capitalized) means "including but not limited to."
- 1.11 "Indemnified Parties" is defined in Article 9.1.
- 1.12 "Initial Term" is defined in Article 2.1.
- 1.13 "Internal Transportation" means the Service Provider's use of its own employees or independent contractors selected by the Service Provider to transport Program Products to its Drop-Off Sites from other locations, as authorized in advance by PaintCare.
- 1.14 "Law" means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including those relating to unemployment compensation, worker's compensation, disability, taxes, worker and public health and safety, the environment, and the Program.
- 1.15 "Loose Packing/Loose Packed" means placing acceptable Program Products into Collection Bins, including sorting oil-based and latex Program Products into separate Collection Bins to the greatest extent practicable, in a manner that is conducive to safe and efficient transport.
- 1.16 "Non-Program Products" mean products not covered by the Program that are collected and/or managed by the Service Provider.
- 1.17 "Program Guidelines" mean the "California Architectural Paint Recovery Program Drop-Off Site Guidelines" in Attachment E, as may be updated by PaintCare from time-to-time.
- 1.18 "Program Products" mean the materials described in Section 4 of the Program Guidelines.
- 1.19 "Reprocessed" or "Reprocessing" means the combining of acceptable latex Program Products for resale or to give away to consumers.
- 1.20 "Required Insurance" is defined in Article 10.1.

- 1.21 "Services" mean all services for which Service Provider is responsible, as described in this Agreement and in the Attachments hereto.
- 1.22 "State" means the State of California.
- 1.23 "Temporary Collection Events" mean an event hosted by the Service Provider to Collect Program Products at locations within the State.
- 1.24 "Written" or "In Writing" (whether or not capitalized) means in a written communication in hardcopy or electronic form, including e-mail.

ARTICLE 2 – TERM OF AGREEMENT

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

ARTICLE 3 – GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

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

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

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES

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

ARTICLE 5 – GENERAL OBLIGATIONS OF PAINTCARE

- 5.1 Within ten (10) business days (for a pickup request in rural areas) or within five (5) business days (for a pickup request in urban areas), PaintCare shall arrange for a Hauler to pick up from any permanent Drop-Off Site any Collected Program Products at that permanent Drop-Off Site that are not managed via Direct Reuse or Reprocessing. PaintCare shall, at its expense, arrange for the Hauler to transport such Program Products after pick-up to intermediary locations, processors, or other final destination that are part of the Program.
- 5.2 Provided that the Service Provider provides PaintCare with sufficient notice as required under this Agreement, PaintCare (or its Hauler) will coordinate with the Service Provider to arrange for the timely pick-up of Program Products Collected at a Temporary Collection Event at a date and time designated by the Service Provider.
- 5.3 PaintCare shall pay the Service Provider for any Additional Activities as set forth in this Agreement and in accordance with the pricing in Attachment B (“Pricing”).

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

ARTICLE 6 – TITLE AND RISK OF LOSS

- 6.1 As between the Service Provider and PaintCare, the Service Provider has title to and risk of loss and liability for any and all Program Products and Non-Program Products that the Service Provider receives at the Drop-Off Sites, including any risk of loss and liability under the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* and under state or local Law. Notwithstanding the foregoing, once a Hauler accepts for transportation any Program Products Collected by the Service Provider under this Agreement, title to and risk of loss for those Program Products will transfer to that Hauler. PaintCare at no time takes title to or assumes liability for any materials that Service Provider accepts at the Drop-Off Sites. For the Program Products that Service Provider Collects under the Program, PaintCare shall require in its contracts with its Haulers that the Haulers accept such title and risk of loss immediately upon accepting those Program Products for transportation from a Drop-Off Site.

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

ARTICLE 7 –PAYMENT AND INVOICING

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

- 7.5 The Service Provider shall submit all invoices to PaintCare by the method directed by PaintCare and/or at the address specified below.

To: PaintCare Inc.
Attn: Accounting
E-mail: paintcare@bill.com
Address: 901 New York Avenue NW, Suite 300W
Washington, DC 20001

- 7.6 Provided that the Service Provider has supplied the required information and otherwise performed its obligations under this Agreement, PaintCare shall pay such invoice within forty-five (45) days of the date that PaintCare receives the invoice. In the event PaintCare has a good-faith objection to an invoice, PaintCare shall pay the undisputed amount pursuant to the terms of this Agreement and notify in writing the Service Provider of said objections and describe in reasonable detail the basis for the objections. The Dispute Resolution provisions in Article 16 ("Dispute Resolution") will be used to resolve such disputed portion of an invoice. During any such dispute, the Service Provider shall continue with its responsibilities under this Agreement and shall not stop providing the Services and PaintCare shall make all payments due to the Service Provider over which there is no good-faith dispute.
- 7.7 PaintCare's payment of all or a part of an invoice neither relieves the Service Provider of any of its obligations under this Agreement nor constitutes a waiver of any claims by PaintCare. Likewise, the Service Provider's acceptance of all or part of a payment neither relieves PaintCare of any of its obligations under this Agreement nor constitutes a waiver of any claims by the Service Provider.
- 7.8 The Service Provider warrants that, to the best of its knowledge, all documents including invoices, billings, back-up information for invoices, and reports submitted by the Service Provider to PaintCare to support amounts invoiced in connection with the Services truly reflect the facts about the activities and transactions to which they pertain. The Service Provider warrants that PaintCare may rely upon all such documents and the data therein as being complete and accurate. The Service Provider shall promptly notify PaintCare upon discovering any errors or discrepancies in any documents that the Service Provider provided to PaintCare under this Agreement.

ARTICLE 8 – AUDIT AND INSPECTION RIGHTS OF PAINTCARE

- 8.1 PaintCare and its representatives may (a) monitor and verify that the Service Provider has complied with this Agreement and the applicable Law; and (b) consult with the Service Provider about such compliance; provided, however, that PaintCare shall not, and affirmatively disclaims any ability to, control, supervise, or manage (i) the employees of the Service Provider, (ii) the activities undertaken by the Service Provider in the performance of this Agreement, and (iii) the means by which the Service Provider meets all requirements, including applicable Law.
- 8.2 PaintCare may, audit and inspect, with full access, the Service Provider's Drop-Off Sites during the Drop-Off Sites' hours of operation, as well as any other site at which the Service Provider performs the Services. PaintCare will provide the Service Provider with at least seventy-two (72) hours' notice before any such audit or inspection.

- 8.3 The Service Provider will maintain and make available to PaintCare, during regular business hours, accurate books and accounting records relating to its Services under this Agreement. The Service Provider will permit PaintCare to audit, examine, and make excerpts and transcripts, for any books or records, and to make audits of invoices, materials, and other data related to all other matters covered by this Agreement. The Service Provider shall maintain such data and records (and ensure that any subcontractors of the Service Provider maintain any such data and records) in an accessible location and condition for a period of not less than three (3) years from the date of the final report or final payment under this Agreement, as applicable, or until after final audit has been resolved, whichever is later.
- 8.4 In addition to those reports detailed in Attachment A ("Scope of Work"), the Service Provider shall maintain the following records:
- a. for each pick-up of Program Products by a Hauler from a Drop-Off Site, a bill of lading, manifest, or equivalent shipping documentation specifying the following:
 - i. the name, address, and telephone number of both the originating Drop-Off Site and the Hauler;
 - ii. the destination of the Program Products;
 - iii. the quantity of Program Products being transported;
 - iv. the date on which the Hauler accepted the Program Products from the originating location; and,
 - v. the signatures of both the Hauler and a representative of the originating Drop-Off Site;
 - b. records detailing the quantity of paint managed through Direct Reuse and Reprocessing at each Drop-Off Site;
 - c. records of any inspections required by Law;
 - d. "Paint Drop-Off Logs," as set forth in the training binder. The Service Provider may adopt its own version of that Log, subject to PaintCare's prior written approval of that substitute version;
 - e. "Direct Reuse and Reprocessed Paint Waivers," as set forth in Attachment B. Service Provider may adopt its own version of the Direct Reuse Paint and Reprocessed Paint Waiver, subject to PaintCare's prior written approval of that substitute version. The Service Provider shall retain records detailing the quantity of paint managed through Direct Reuse at each Drop-Off Site, including copies of all waivers required by this Agreement. Such records are subject to the provisions of Article 8; and
 - f. Employee Training records, as described in and required by the Program Guidelines.
- 8.5 The Service Provider and its representatives may (a) monitor and verify that PaintCare, its contracted Haulers, and its contracted disposal, reprocessing, or recycling providers have complied with applicable Law; and (b) consult with the PaintCare about such compliance, including the manifesting, transportation, storage, processing, and disposal

of any Program Products for which the Service Provider is the generator or in any way legally responsible under applicable Law.

- 8.6 The Service Provider may audit and inspect, with full access, PaintCare's contracted storage, processing, and disposal facilities that handle the Service Provider's Program Products. To exercise its inspection rights of any third-party facility, the Service Provider will send a request to PaintCare. Within seventy-two (72) hours of receiving any inspection request from the Service Provider, PaintCare will arrange for an inspection of the facility during its hours of operation.

ARTICLE 9 – INDEMNIFICATION

- 9.1 **The Service Provider's Indemnification of PaintCare.** To the extent permitted by Law, and subject to 9.3 below, the Service Provider, its successors and assigns, agrees to indemnify, defend, and hold harmless PaintCare and its sole member (as identified in PaintCare's Certificate of Incorporation), and their member companies, officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees (collectively, "Indemnified Parties") from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including attorney fees, expenses of litigation, court costs, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or be connected with the performance of the Services (whether by the Service Provider or any subcontractor of the Service Provider), the Service Provider's operation of a Drop-Off Site, or the Service Provider's performance of its obligations under the Agreement.

9.2 **Indemnification of Service Provider.**

- a. Subject to Article 9.3, PaintCare will indemnify, defend, and hold harmless the Service Provider, its agents, elected officials, and employees, from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including attorney fees, expenses of litigation, court costs, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability that result from any of the following:
- i. PaintCare's failure to include contractual requirements for the Hauler to indemnify the Service Provider, as described in Article 9.2 (b), or PaintCare's failure to maintain such a requirement in its Hauler contracts;
 - ii. PaintCare's failure to pay the Haulers for services rendered by the Haulers (or any subcontractors thereof) relating to the Drop-off Sites;
 - iii. Any breach by PaintCare or its obligations to remedy any property damage caused to a Drop-Off Site by PaintCare or a Hauler, as described in Article 5.10; or
 - iv. The activities of PaintCare staff while present at the Drop-Off Sites.
- b. PaintCare shall require in its contracts with its Haulers that, subject to Article 9.3, the Haulers agree to indemnify the Service Provider, its agents, elected officials,

and employees, from and against all claims, losses, damages, liabilities, expenses, and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which result from or arise out of the Hauler's (or its subcontractors') transportation or processing/disposal of any Program Products that the Hauler picks up from any of the Service Provider's Drop-Off Sites.

9.3 Indemnification Exceptions.

- a. The indemnification obligations in this Article 9 do not apply to any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action that result primarily from the negligence, willful misconduct, or breach of this Agreement attributable to the party seeking indemnification.
- b. For the avoidance of doubt, nothing in this Article 9 is intended to make either party liable for the acts or omissions of the Haulers or any subcontractor thereof relating to their transportation, storage, management, treatment, processing, or disposal of PaintCare Products or other materials.

ARTICLE 10 – INSURANCE

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

- a. Commercial General Liability insurance written on an occurrence basis covering claims for personal injury, property damage, and bodily injury and death with limits not less than \$1,000,000 each occurrence, and \$2,000,000 in the aggregate. The Commercial General Liability insurance carried pursuant to this Article 10.1(a) shall include: i) comprehensive form; ii) premises – operations, improvements, and equipment; iii) explosion and collapse hazard; iv) underground hazard; v) products/completed operations hazard; vi) contractual insurance; vii) broad form property damage; viii) independent contractors; ix) personal injury; and x) all liability assumed under and indemnities provided under this Agreement;
- b. Commercial Automobile Liability insurance (owned, non-owned or hired) with limits not less than \$1,000,000 combined single limit;
- c. Workers' Compensation Insurance as required by the State or other applicable Law;
- 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; and

- e. Employer's Liability insurance with limits not less than \$1,000,000 per occurrence covering claims for liability to employees for work-related bodily injury or disease, other than liability imposed by a workers' compensation law.

- 10.2 The Service Provider may utilize self-insurance to satisfy all of the obligations in this Article related to the Required Insurance. To the extent that the Service Provider relies on its self-insurance to meet its obligations, the Service Provider warrants that it satisfies all of the requirements of this Article by virtue of its self-insurance. The intent of this paragraph is to impose on the Service Provider all of the same requirements and obligations that would have been imposed on one or more insurance carriers had the Service Provider procured the Required Insurance instead of relying on self-insurance.
- 10.3 The Required Insurance, except for worker's compensation insurance, must contain or be endorsed to contain PaintCare, its officers, agents, and employees, as additional insureds and a waiver of subrogation in favor of PaintCare and its officers, agents, and employees. The Service Provider will obtain any endorsement that may be necessary to affect the waiver of subrogation. The Required Insurance policies (except for worker's compensation) must contain (i) a written statement in the policies or in endorsements thereto that they are each primary insurance to any other insurance available to the Service Provider or to any additional insureds or additional named insureds, and (ii) a separation of insureds provision stating that the insurance applies separately to each insured against whom a claim is made or a suit is brought and that the actions or omissions of any insured that might give rise to application of an exclusion to coverage apply only to that insured actually committing the actions or omissions.
- 10.4 The Service Provider shall provide a certificate of insurance complying with this Article within fifteen (15) days of execution of this Agreement or twenty-four (24) hours before Services under this Agreement commence, whichever date is earlier, demonstrating that the Required Insurance is in full force and effect 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. Approval of the insurance by PaintCare will not relieve or decrease the liability of the Service Provider hereunder.
- 10.5 For all Required Insurance policies, the Service Provider shall provide forty-five (45) days' advance written notice to PaintCare of any modification, nonrenewal, or cancellation of coverage that causes Service Provider to be out of compliance with its obligations hereunder.
- 10.6 Should any of the Required Insurance be provided under a claims-made form, the Service Provider, at its sole expense, shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration or termination of the Agreement, such claims will be covered by such claims-made policies.

- 10.7 Should any of the Required Insurance be provided under a form of coverage that includes a general annual aggregate limit, such general annual aggregate limit must be at least double the each-occurrence or each-claim limits specified in Article 10.1 above.
- 10.8 Should the Service Provider's Commercial General Liability policy provide that claims investigation or legal defense costs be included in any each-occurrence, each-claim, or general aggregate limit, each such limit must be at least double the corresponding limit specified in Article 10.1 above.
- 10.9 Should any of the Required Insurance lapse during the term of this Agreement or during the three-year period set forth in Article 10.6 above, requests for payments originating after such lapse shall not be processed until PaintCare receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, PaintCare may, at its sole discretion, terminate this Agreement effective on the date of such lapse of insurance.
- 10.10 All deductibles, self-insured retentions or similar amounts are the sole responsibility of the Service Provider and will not be paid by or payable by PaintCare.
- 10.11 If the Service Provider will use a subcontractor to complete any portion of this Agreement or to provide any Services, the Service Provider shall ensure that the subcontractor provides insurance coverage as set forth herein and meeting all of the above requirements for the Required Insurance, including (i) naming PaintCare, its officers, agents, and employees and the Service Provider as additional insureds or additional named insured in conformity with the above provisions and (ii) providing a waiver of subrogation.
- 10.12 All Required Insurance is subject to reasonable audit and review by PaintCare or its designees at any time. Service Provider promptly shall cooperate with all reasonable requests made in connection with such audit or review. Within seven (7) days of any written request from PaintCare, the Service Provider shall provide PaintCare with certified copies of all binders of insurance, policies of insurance, and all endorsements thereto. If any deficiencies are found during such audit or review related to any of the Required Insurance, the Service Provider will correct the deficiencies at its sole expense as soon as reasonably possible and, in any event, within fourteen (14) days of being provided with notice thereof.
- 10.13 PaintCare shall require that its Haulers carry appropriate insurance, including the following (collectively, the "Hauler Insurance"):
 - a. Commercial General Liability insurance written on an occurrence basis covering personal injury, property damage, and bodily injury and death with limits not less than \$1,000,000 each occurrence, and \$2,000,000 in the aggregate;
 - b. Commercial Automobile Liability insurance (owned, non-owned or hired) with limits not less than \$1,000,000 combined single limit; and
 - c. Workers' Compensation Insurance as required by the State or other applicable Law.
- 10.14 The Hauler Insurance will include Environmental Pollution Liability Insurance with limits not less than \$2,000,000 each occurrence, and \$5,000,000 in the aggregate, for any

Hauler that PaintCare designates to pick up oil-based Program Products from the Drop-Off Sites.

- 10.15 PaintCare shall require in its contracts with its Haulers that the Hauler include the Service Provider and its agents, elected officials, and employees as additional insured (by blanket endorsement) under the Hauler 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 Drop-Off Sites) at any time without cause upon ten (10) days' written notice to the other party.
- 11.3 If this Agreement is terminated under this Article, PaintCare shall pay the Service Provider for any unpaid fees provided for herein for any Additional Activities performed before the date of the termination of this Agreement. Other than its obligation to pay the Service Provider for any unpaid fees as provided in this paragraph, PaintCare will have no liability arising from any termination or expiration of this Agreement.
- 11.4 At the time of any termination of this Agreement, unless otherwise instructed by PaintCare, the Service Provider shall assemble all Collection Bins supplied by PaintCare whether or not full, and shall make them available for pick up by a Hauler at one of the Service Provider's Drop-Off Sites.

ARTICLE 12 – ASSIGNMENT AND SUBCONTRACTING

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

this Agreement relating to the services being performed by that subcontractor. The subcontracting party agrees to be as fully responsible to the other party for the acts and omissions of its subcontractors as it is for its own acts and omissions.

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

ARTICLE 13 – FORCE MAJEURE

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

ARTICLE 14 – NOTICES

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

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

[SERVICE PROVIDER]

To: Santa Barbara County Public Works Department, Resource Recovery
and Waste Management Division
Attn: Leslie Robinson
Email: lrobin@countyofsb.org
Address: 130 E. Victoria St., Suite 100
Santa Barbara, CA 93101

ARTICLE 15 – INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 16 – DISPUTE RESOLUTION

- 16.1 Both parties shall, in good faith, attempt to negotiate resolutions to all disputes arising out of this Agreement.
- 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 Service Provider shall promptly notify PaintCare in writing upon discovery of any material failure, or any allegation of any material failure, of the Service Provider or other persons or entities to comply with any applicable Law relevant to the performance of Services or any requirement of this Agreement.
- 17.3 Duties and obligations imposed by the Agreement, and rights and remedies available thereunder, are in addition to (and not a limitation of) duties, obligations, rights, and remedies otherwise imposed on or afforded to the parties under applicable Law.

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

- 18.1 The Service Provider shall place the greatest importance and priority on safety, health, and environmental protection during performance of the Services.
- 18.2 The Service Provider is responsible for safety, health, and environmental protection related to the performance of the Services and shall take appropriate measures required by applicable Law and legal standards to ensure that it (and any of its subcontractors):
- a. provide and maintain safe, health-protective, and environmental-protective working areas at or in proximity to where the Services are performed, including adjacent areas;
 - b. protect and safeguard (i) all persons at or in proximity to the Services, including those in adjacent areas, from risk or injury and danger to health, and (ii) all property and equipment from damage or loss;
 - c. comply with all applicable Law governing the generation, handling, management, treatment, storage, or disposal of hazardous wastes, including the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 6901 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, and all requirements for household waste collection facilities pursuant to all applicable permits and state law; and
 - d. comply with all other applicable health, safety and environmental Law, including the requirements of the U.S. Occupational Safety and Health Administration (“OSHA”), U.S. Environmental Protection Agency (“EPA”), delegated state programs authorized by OSHA and EPA, including the California Department of Resources, Recycling, and Recovery, the California Environmental Protection Agency, the California Department of Toxic Substances Control, and applicable California certified unified program agencies.

- 18.3 The Service Provider shall notify PaintCare within twenty-four (24) hours of any circumstance or occurrence during the performance of the Services that requires reporting to any governmental authority under any applicable permit or Law, including reporting to the National Response Center because of the release of a reportable quantity of hazardous substances pursuant to 42 U.S.C. § 9603 or under applicable state or local law. The Service Provider shall ensure that any such reports are made within the applicable time limits and shall not delay making such reports because of any inability to notify PaintCare.
- 18.4 In the event of any action or occurrence during the performance of the Services which causes or threatens a release of a hazardous substance, hazardous waste, or hazardous material into the environment which presents or may present an imminent and substantial endangerment to public health or welfare or the environment and/or requires cleanup or a response action under applicable Law, the Service Provider shall (i) immediately take all appropriate action to prevent, abate, minimize, and cleanup such release and endangerment in conformance with applicable Law and cleanup standards, and (ii) notify PaintCare of the incident within twenty-four (24) hours. As between the parties, the Service Provider is solely responsible for the costs of such action and any liability and damages of any type arising from any action or occurrence identified in this Article. The Service Provider shall not delay the undertaking of appropriate action because of any inability to notify PaintCare.

ARTICLE 19 – CONFIDENTIALITY/PUBLICITY

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

ARTICLE 20 – MISCELLANEOUS PROVISIONS

- 20.1 **No Waiver.** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted does not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.
- 20.2 **Selective Waiver.** Either party may waive any default by the other party under this Agreement by an instrument in writing to that effect, and no such waiver will extend to any subsequent or other default by the other party. No failure or delay on the part of either party to exercise any right hereunder operates as a waiver thereof. Either party may elect to selectively and successively enforce its rights hereunder, such rights being cumulative and not alternative.
- 20.3 **Entire Contract/Order of Precedence.** This Agreement and all attachments and exhibits hereto, including the Program Guidelines, constitute the entire agreement between the parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. The provisions of this Agreement and the accompanying document are to be construed and interpreted as consistent whenever possible. Any conflicts in this Agreement and the accompanying documents are to be resolved in accordance with the following descending order of precedence:
- a. Attachment A (“Scope of Work”);
 - b. the terms of this Agreement;
 - c. Attachment E (Program Guidelines);
 - d. Attachment B (“Pricing”);
 - e. Attachment C (“Drop-Off Site Information”); and
 - f. Attachment D (“Model Invoice”).
- 20.4 **Amendment or Modification.** Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement will be effective unless in writing and signed by the respective duly authorized officers of the parties hereto.
- 20.5 **Governing Law/Venue.** The laws of the State, without giving effect to its principles of conflicts of law, govern the interpretation and effect of this Agreement. Any legal proceedings regarding this Agreement initially will be brought before a court of jurisdiction prescribed by law in the State.
- 20.6 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.
- 20.7 **Calendar Days.** Any reference to the word “day” or “days” herein shall mean calendar day or calendars days, respectively, including weekends and Federal Holidays unless otherwise expressly provided. If a deadline falls on a weekend or Federal Holiday, the next business day will be the applicable deadline.

- 20.8 **No Third-Party Beneficiary.** This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction by any party in connection therewith.
- 20.9 **Authorization.** Each party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations set forth herein. The representative(s) signing this Agreement on behalf of each party represents that he/she has the authority to execute this Agreement on behalf of the applicable party and to bind it to its contractual obligations hereunder.
- 20.10 **Survivability.** All continuing obligations, rights, and remedies of the parties under this Agreement will survive the expiration or termination of this Agreement, including the continuing obligations in the following articles: Article 6 ("Title and Risk Of Loss"); Article 8 ("Audit And Inspection Rights Of PaintCare"); Article 9 ("Indemnification"); Article 10 ("Insurance"); Article 16 ("Dispute Resolution"); Article 17 ("Compliance With Law"); Article 18 ("Safety, Health, And Environmental Protection; Releases Of Hazardous Substances; Emergency Response"); And Article 19 ("Confidentiality/Publicity").

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

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.

By:

PAINTCARE INC.

DocuSigned by:
Nichole Dorr
100054B3E9FF479

Authorized Signatory
PaintCare Inc.

Nichole Dorr

Print Name

Director of State Programs

Print Title

11/27/2023

Date: _____

SERVICE PROVIDER

COUNTY OF SANTA BARBARA:

Steve Lavagnino, Chair
Board of Supervisors

By: *[Signature]*
Chair, Board of Supervisors
Date: *1-9-24*

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

DocuSigned by:
Johannah Hartley
C156A3F683F7454
Johannah Hartley
Deputy County Counsel

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *[Signature]*
Deputy Clerk

APPROVED AS TO FORM:

Gregory Milligan, ARM
Risk Manager

DocuSigned by:
Samantha Francis
57894885FA18407
Risk Management

RECOMMENDED FOR APPROVAL:

Scott D. McGolpin, Director
Santa Barbara County Public Works

By: *[Signature]*
Department Head

APPROVED AS TO ACCOUNTING
FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
Juan Izquierdo
F1998503A4304B7
Deputy

ATTACHMENT A: SCOPE OF WORK

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

- 1) Collect Program Products and Loose Pack them into Collection Bins to be picked up by Haulers.
- 2) Notify the Hauler when your Drop-Off Site's Collection Bins are full of Program Products and ready for pick up, or sooner if pickups are necessary for the Service Provider to comply with storage limits or other applicable Law.
- 3) Manage at the Drop-Off Sites (or other locations approved by PaintCare in writing) all collected Program Products gathered through the Drop-Off Sites only in the following ways, if applicable, and not dispose of Program Products in any other method without the written approval of PaintCare:
 - a) By Loose Packing;
 - b) By placing suitable latex or oil-based Program Products "as is" out for Direct Reuse;
 - c) By Reprocessing; or
 - d) By Bulking.
- 4) Undertake Internal Transportation, at the Service Provider's discretion and responsibility.
- 5) Report directly to PaintCare any spills or health or safety incidents as provided in the Agreement.
- 6) Provide to PaintCare a minimum of ninety (90) days' advance notice of any Temporary Collection Events conducted by the Service Provider that include the Collection of Program Products to be picked up by Haulers at the Temporary Collection Event.
- 7) Provide reports to PaintCare on a monthly basis, within thirty (30) days of the end of each month, containing the date and location of any Temporary Collection Events held by or on behalf of the Service Provider.
- 8) Service Provider may not offer more than twenty-five (25) gallons of Program Products for Direct Reuse per day to a single customer without PaintCare's prior written consent.

ATTACHMENT B: PRICING

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

Additional Activity	Description	Unit Price
Direct Reuse	PaintCare agrees to pay to the Service Provider for each gallon of paint sold or given away to the public for Direct Reuse. 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. Invoices for Direct Reuse must separately break out the number of gallons of latex Program Products versus oil-based Program Products.	\$1.60 per gallon
Bulked Paint Rate (Latex)	PaintCare agrees to pay to the Service Provider for every 55-gallon drum of Bulked latex paint that is picked up by a Hauler. Rate includes drum cost.	\$ ___ per Bulked 55-gallon drum
Bulked Paint Rate (Oil-based)	PaintCare agrees to pay to the Service Provider for every 55-gallon drum of Bulked oil-based paint that is picked up by Hauler. Rate includes drum cost.	\$ ___ per Bulked 55-gallon drum
Paint Reprocessing Rate (Latex)	PaintCare agrees to pay to the Service Provider for each gallon of Reprocessed latex paint produced from Program Products that is actually taken by a public consumer, whether sold or given away without charge.	\$ ___ per gallon
Internal Transportation Rate	PaintCare agrees to pay to the Service Provider per ___ [<i>specify unit – e.g., tote, drum</i>] for the Internal Transportation of non-hazardous Program Products from Drop-Off Site(s) to the Service Provider's primary Drop-Off Site.	\$ ___ per ___

Attachment C: Drop-Off Site Information

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



A. Basic Site Information	
1. Name of site	Community Hazardous Waste Collection Center
2. Street address for site	UCSB Campus, Building 565 Mesa Road
3. City, state, zip code for site	Isla Vista, CA 93106
4. Permit holder (if applicable)	
5. Service area (counties/cities/towns)	Santa Barbara County
6. Type of Site: <input checked="" type="checkbox"/> HHWCF <input type="checkbox"/> One-Day HHW Event <input type="checkbox"/> Transfer Station <input type="checkbox"/> Paint-Only Event <input type="checkbox"/> Other: _____	
7. If One-Day Event: Date/Hours	
B. Contacts	
8. Primary contact's agency/company	Santa Barbara County Public Works, Resource Recovery and Waste Management Division
9. Primary contact's name and title	Tori Kampmann – Program Specialist
10. Primary contact's email and phone #	vkampmann@countyofsb.org (805) 882-3602
11. Second contact's agency/company	Santa Barbara County Public Works, Resource Recovery and Waste Management Division
12. Second contact's name and title	Leslie Robinson – Collection and Materials Management Manager
13. Second contact's email and phone #	lrobins@countyofsb.org (805) 882-3615
C. Information for Household Customers	
14. Phone # for households	(805) 882-3602
15. Website for households	www.LessIsMore.org/hazwaste
16. Days/hours for households	Saturdays 9:00 a.m. – 3:00 p.m. and Sundays 11:00 a.m. – 3:00 p.m.
17. Volume limits for households	15 gallons or 120 pounds per month
D. Info for Businesses (if applicable)	
18. Days/hours for businesses	Fridays by appointment only
19. Phone # for businesses, if different	
20. Website for businesses, if different	
21. Admin fee for businesses, if any	
22. Volume limits for businesses	27 gallons or 220 pounds per month
E. Other	
23. Is paint given away for reuse?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
24. Best media outlets for promoting this site (newspaper, radio station, website, etc.)?	Print newspaper, online media, radio station, TV

25. Would you like PaintCare to list this site in advertising* in your area? yes no

26. Additional info or special notes for your site on PaintCare's site locator

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

Drop-Off Site Information #2

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

A. Basic Site Information

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

7. If One-Day Event: Date/Hours

B. Contacts

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

C. Information for Household Customers

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

D. Info for Businesses (if applicable)

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

E. Other

23. Is paint given away for reuse? yes no
24. Best media outlets for promoting this site (newspaper, radio station, website, etc.)?
25. Would you like PaintCare to list this site in advertising* in your area? yes no
26. Additional info or special notes for your site on PaintCare's site locator

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

ATTACHMENT D: MODEL INVOICE

Invoice Date:
 Invoice Number:
 Service Period (Date Range or Month):

Name of Company/Organization:
 Drop-Off Site Street Address:
 Drop-Off Site City/State/Zip:
 PaintCare Site ID (e.g., CA8954):

A. Reuse If Tracked by Container Size (Quantity)

Paint type and container size	Quantity of Containers	Rate per Container	Invoice Amount
Latex in 5-gallon containers		\$6.00	
Latex in 1-gallon containers		\$1.20	
Latex in 1-quart containers		\$0.30	
Oil-Based in 5-gallon containers		\$6.00	
Oil-Based in 1-gallon containers		\$1.20	
Oil-Based in 1-quart containers		\$0.30	

B. Reuse If Tracked by Volume (Gallons)

Paint type	Rate per Gallons	Invoice Gallon	Amount
Latex		\$1.60	
Oil-Based		\$1.60	

C. Other Activities

Description	Units	Quantity	Rate per Unit	Invoice Amount
Reprocessing Latex Paint	Gallons			
Bulking Latex Paint	Drums			
Bulking Oil Based Paint	Drums			
Internal Transportation	Boxes			

Invoice Total

PAYMENT INFORMATION

Make Checks Payable to:
 Payment mailing address:
 Contact Person & Title:
 Contact Phone & Email:

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

Signed: _____ Title: _____
 Print Name: _____ Date: _____

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

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



Drop Off Site Guidelines

This document contains detailed information on PaintCare's program guidelines and operations procedures. In combination with the state-specific guidelines, it is designed to be used by new staff for self-training and for site refresher training without PaintCare staff.

Note: The supplemental training slides included in this binder summarize only the most important information from these Drop-Off Site Guidelines. The slides are used during training by PaintCare staff and can also be used to supplement refresher training.

Adherence to these guidelines is critical for drop-off sites participating in the program. Exceptions to these guidelines can be made only with PaintCare's express written permission. If your site is unable to comply with any of these guidelines, please contact your PaintCare representative so that we may try to find a solution that works for your site but still achieves compliance with applicable legal and operational requirements for the program.

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Section 4. Identifying and Accepting PaintCare Products	6
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Section 1. Training and Safety

Training

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

Training helps ensure that employees conduct PaintCare products collection activities in a safe manner that protects workers and the environment.

Ensure that drop-off site employees are equipped for and understand hazards associated with PaintCare products.

Maintain training plans and records for each employee. Record staff training using the log included in this binder.

Safety

Store personal protective equipment (PPE) and spill response equipment in an accessible location adjacent to the collection bins. Ensure those materials are protected from impacts of weather.

The drop-off site must be equipped with appropriate emergency response equipment including a fire extinguisher, spill kit, and PPE. Monthly inspections of equipment are recommended.

PaintCare products collection activities need to follow general safety practices including proper lifting techniques.

Post emergency procedures and emergency contact numbers including police, fire department, and emergency services by a phone and in close proximity to the collection bins, if possible.

If applicable, develop and maintain an 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 PaintCare products handled at your facility, and evacuation routes.

Section 2. General Guidelines

PaintCare Provides Your Site:

- Training binder with recordkeeping logs/forms
- Signage identifying your site as a PaintCare drop-off site
- Printed educational materials for the public

PaintCare's Transporter Provides Your Site:

- Paint collection bins and liners for cardboard/single-use collection bins
- Labels and/or markings for paint collection bins
- Spill kits (excluding HHW programs)

General Guidelines for Drop-Off Sites

Each PaintCare drop-off site has unique logistical and operational considerations. Each drop-off site must make its own decisions and use its best judgment to operate in the safest manner possible in accordance with applicable law. To ensure the highest standards of safety for you and your staff, drop-off sites must:

- Have appropriate signage that informs the public of the hours of operation
- Accept PaintCare products from participants during your regular advertised or posted operating hours
- Display PaintCare signage to identify you as a drop-off site; signage should be posted in a highly visible area, at the entrance of your site
- Assist and supervise participants when they visit to drop off PaintCare products. Site staff should greet participants and must verify eligibility of the participant and their leftover paint products as PaintCare products
- **IMPORTANT:** Never allow a participant to open a PaintCare product container
- Have adequate space, staffing, and training to collect and store PaintCare products
- Provide a secure space for empty and full collection bins
- Place all PaintCare products immediately in collection bins approved for use by PaintCare and its transporters
- Pack only PaintCare products into collection bins
- Schedule shipments of PaintCare products from your drop-off site
- Maintain all records relating to the program
- Train staff to be familiar with the requirements and practices of this guide

Section 3. Collection Bins and Storage Area

Storage Area and Collection Bin Placement

Establish a dedicated storage area for collection bins and PaintCare products.

Place collection bins on an impermeable surface (i.e., paved asphalt, concrete, or other surface) at all times.

Place collection bins away from ignition sources, storm drains, and floor drains.

Ensure there is adequate ventilation if bins are stored indoors.

If stored outdoors, protect collection bins from the elements (e.g., precipitation, temperature extremes, rain, and snow). Keep collection bins under cover to prevent exposure to precipitation to protect against temperature extremes. If you store collection bins outdoors, you may need approval from your local fire or hazardous materials oversight agency.

Comply with any local fire codes or other regulations that might pertain to your storage of collection bins at your site.

Maintain enough space around collection bins to inspect for leakage and emergency access.

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

Setting Up, Packing and Maintaining Collection Bins

Collection bins must be set up, used, and closed according to the manufacturer's instructions. PaintCare's transporters should set up the collection bins that they provide, unless otherwise requested by the drop-off site staff.

Ensure liners are inserted in cardboard collection bins. The liners provide secondary containment to contain liquids in the event a can leaks while in storage or transit. Reusable plastic bins that are leak-proof by design don't need liners.

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

Mark the collection bin with the date the first PaintCare product is placed in it.

Place PaintCare products in bins immediately upon receipt. Keep collection bins closed except when adding PaintCare products.

Pack 5-gallon buckets on the bottom layer of the collection bins for stability.

Pack all PaintCare products (cans, buckets) upright and as tight as possible in the collection bins to protect contents from shifting and leaking in transit.

Do not open containers to verify product.

Do not overfill collection bins; allow enough space for a lid to fit securely.

Do not take PaintCare product out of the bin.

Security

Never allow "self-serve," public access to the collection bins.

The collection bin storage area must be secured and locked when not attended.

Only drop-off site staff should have access to the collection bins and storage area until the collection bins are ready for pick-up by PaintCare's transporter.

Section 4. Identifying and Accepting PaintCare Products

What are PaintCare Products

PaintCare drop-off sites should accept only PaintCare products (architectural paint products) for management under the PaintCare program. Only those PaintCare products accepted from individuals residing in the state and businesses/organizations located in the state can be managed under the PaintCare program.

Listed below are the primary examples of architectural paint products accepted by the PaintCare program and paint or paint-related products not accepted by the PaintCare program.

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

- In an aerosol spray can
- Intended and labeled "for industrial use only"
- Mostly used in the manufacture of equipment
- On the list of specifically excluded products for some other reason

PaintCare products are 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 processed. Knowing how to tell the difference between latex- and oil-based products is also important in determining which types of businesses/organizations can use the PaintCare program (if your site accepts paint from this audience).

PaintCare Products and Non-PaintCare Products

Acceptable products (PaintCare 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-PaintCare products)

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

For more information, please see www.paintcare.org/products

If non-PaintCare products end up in a drop-off site's bin, such products will not be returned to the drop-off site and will be managed by PaintCare's transporter. Transporters identify non-PaintCare products and report all instances to PaintCare. PaintCare staff will notify the site of any contamination in the bins. If the problem persists, additional training may be provided.

Acceptable Containers vs. Unacceptable Containers

Before accepting products from participants for management under the PaintCare program, drop-off site staff must (1) check the condition of the container for acceptance in the program, and (2) check the product label to verify that it contains a PaintCare product.

Acceptable

- The PaintCare product must be in its original container*
- The container is labeled as containing one of the designated PaintCare products listed above*
- The container must be in good condition and not leaking*
- The container must be 5 gallons in size or smaller
- The container contains dry latex paint

Not Acceptable

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

*Drop-off sites permitted to accept household hazardous waste may accept unlabeled and leaking containers by following the procedures described below.

Unlabeled and Leaking Containers

A drop-off site 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 laws:

Unlabeled Containers

A drop-off site may accept containers that do not have an original label if a staff person appropriately trained in identifying unknown wastes (1) identifies the material in the container as a PaintCare product, and (2) applies a label identifying the contents to the container before placing it in a collection bin.

Leaking Containers

A drop-off site may accept a leaking container or a container with no lid if an appropriately trained drop-off site staff person (1) verifies that the container contains a PaintCare product, (2) places the contents of the leaking/open container into an appropriate substitute container (which can include bulking such PaintCare products into 55-gallon drums), and (3) applies an appropriate label to the substitute container.

Refusing an Unacceptable Product or Container

Do not accept non-PaintCare products from any participant unless they are received as part of normal site operations and are not placed in PaintCare collection bins.

When refusing a PaintCare product, drop-off site staff must explain why the PaintCare product cannot be accepted (e.g., material is not part of the program, cannot accept material from non-exempt generator, etc.). If a participant tries to drop off products that your location cannot manage, refer the participant to an appropriate alternative resource, such as their local household hazardous waste disposal program, garbage transporter, environmental health agency, or public works department. Local contact information is provided at the front of this binder.

Paint Volume Acceptance Rules

The program accepts PaintCare products from households and businesses/organizations.

Households. Households may drop off any volume of PaintCare product, subject to the volume limit set by the site.

Businesses/Organizations. Non-households may also drop off any volume of latex PaintCare product, subject to the volume limit set by the site. Non-households may only drop off oil-based PaintCare products if they comply with federal and state hazardous waste generator rules that, among other criteria, require that the business/organization (1) generates no more than 100 kilograms (about 25 gallons or 220 pounds) of hazardous waste per calendar month, and (2) does not accumulate more than 1,000 kg (about 250 gallons or 2,200 pounds) of hazardous waste at any time. Painting contractors and commercial property owners typically meet these criteria. For more information about these criteria, please visit www.paintcare.org/vsqq

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

When a business/organization has oil-based PaintCare products to drop off at your site, it must sign the Paint Drop-Off Log or form included in this binder to verify that it qualifies to use the program for oil-based paint. The log/form includes an explanation of the requirements. If a business/organization has only latex paint, it does not need to sign the log/form.

Once a business/organization signs the Paint Drop-Off Log or form, you may accept oil-based paint from that business/organization. (HHW sites and other waste collection programs may need a permit and/or to meet additional legal requirements in order to collect oil-based paint from businesses.) To help ensure legal compliance, unless you're specifically permitted to accept more, you should not accept more than 25 gallons of oil-based paint per calendar month from a qualifying business. Paint Drop-Off Log or forms may be reviewed by PaintCare or government agencies and compared with a list of registered hazardous waste generators to verify that only qualified businesses/organizations are using the program for their oil-based paint.

Transporter/Recycler Contracted Drop-Off Sites

Maintaining Paint Drop-Off Logs for All Participants

Drop-off sites owned or leased by a PaintCare-contracted transporter and/or recycler must keep and maintain two paint drop-off logs (or an approved equivalent thereof): one for businesses and organizations and the other for households. Both are included in this training binder. When any business or organization drops off PaintCare products, they must complete the log titled, "Paint Drop-Off Log (for businesses and organizations). When any household drops off PaintCare products, they must complete the log titled, "Paint Drop-Off Log (for individuals/households)."

Section 5. Participant Paint Volume

How Much Paint to Accept from Participants

While the PaintCare program intends to collect as many PaintCare products as possible, we recognize that your drop-off site may have storage limitations. PaintCare drop-off sites, in agreement with PaintCare, may limit the amount of PaintCare products they accept per participant, however, drop-off sites must accept up to 5 gallons at a minimum per participant.

What if Bins are Full?

If your collection bins are completely full, inform the participant that you are temporarily unable to accept PaintCare products and redirect them to the nearest alternative PaintCare drop-off site. Refer them to the site locator at www.paintcare.org or the PaintCare hotline at 855-724-6809, or ask them to come back at a later date. Contact the PaintCare transporter immediately to have collection bins picked up and replaced.

If a participant has a significant amount of PaintCare products that your location cannot manage, ask the participant to contact PaintCare directly for additional assistance. PaintCare may direct the participant to another drop-off site or offer our Large Volume Pickup service.

Large Volume Pickup (LVP) Service

PaintCare offers a free pick-up service to painting contractors, property managers, households, and others with a large quantity of leftover PaintCare products. Typically, a minimum of 100 gallons (by container size) is required to qualify for the LVP service.

To refer a participant to the LVP service:

- Provide the participant a LVP fact sheet
- Ask the participant to request a pick-up using the online LVP form
- The LVP fact sheet and online form are available at www.paintcare.org (select the "Request a Pickup" button on the homepage)
- For additional questions, refer the participant to PaintCare for assistance

Section 6. Working with Transporters

PaintCare contracts with transporters for the delivery of supplies, delivery of empty collection bins, and pick-up of full collection bins.

Scheduling the Transporter to Pick Up Collection Bins

When you anticipate your collection bins will be full within your site's pick-up timeframe (generally 5 business days in urban areas, 10 business days in rural areas), call your transporter to schedule a pickup, or use their online order system if they have one. The name and contact information of your transporter is provided at the front of this binder.

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

- Your site is a PaintCare drop-off site
- Name of drop-off site and address
- Your name
- Your phone number
- Number of full collection bins to be picked up
- Number of empty collection bins needed for replacement

Preparing Collection Bins for Pickup

On the scheduled pickup day, collection bins and the loading area must be readily accessible to the transporter for quick and efficient loading. Complete the following steps:

- Identify which bins are full and ready for pickup
- Make sure the path between your bins and the transporter's vehicle is clear and at least 4 feet wide to accommodate movement of bins
- Sign and keep copies of any shipping documents for your records

The transporter is responsible for labeling, loading/off-loading collection bins, and preparing shipping documents.

Section 7. Spill Response

Spills

The information in this section will assist with spills from damaged or leaking program containers. It is important that all drop-off site staff understand corrective actions to minimize exposure to people and the environment.

Reporting

Report spills as required by law, summarized in the state-specific guidelines. Contact PaintCare within 24 hours of making such a report.

Spill Response Procedures

Always follow all applicable spill response procedures set forth in your operating permit or as otherwise required by applicable law.

- If a spill is small enough to be managed by drop-off site staff, follow these steps:
- Isolate the area and restrict access to the spill
- Ensure personal safety, put on protective gear (glasses and gloves) provided in the spill kit
- Stop the movement of paint by placing the leaking container upright or in a position where the least amount will spill, and place leaking container in plastic bags provided in spill kit, or into the spill kit container
- Contain the spill by placing absorbent pads or granular absorbent around and on the spill – if outdoors, place barriers around storm drains to prevent a release to the environment
- Collect the contaminated absorbent and place it in plastic bag(s) or spill kit container, along with the leaking container and contaminated PPE, seal the bag(s), label it and place in the collection bin
- Remove any clothing that may be contaminated, wash thoroughly to remove spilled material from your hands or body
- Document the date, location, and amount and type of material spilled
- Replace any used spill control supplies as soon as possible

Section 8. Inspections and Records

Inspections and Record Keeping

Drop-off site staff are responsible for regularly inspecting collection bins and spill kits to ensure that such materials are in proper working order and include any necessary labeling. Please report any damaged bins or other problems to PaintCare immediately so PaintCare may arrange for prompt replacement or repair.

Maintain the following records for a minimum of 3 years:

- Internal and external inspection records (if applicable)
- Paint Drop-Off Log or forms (copy provided in this binder)
- Paint Waivers (copy provided in this binder; only for sites that do reuse)
- Employee training logs (copy provided in this binder)
- Shipping documents and/or other documentation required by applicable law for outgoing shipments of PaintCare products

Section 9. Direct Reuse

Direct reuse is an additional service permitted for certain site types. PaintCare may compensate sites for this service.

Requirements for Direct Reuse

PaintCare encourages reuse of leftover paint through direct reuse. Reuse sites return good quality unused paint to the local community at low or no cost.

Products offered for reuse to the public must be in their original container, have an original label, and be in good physical and aesthetic condition. Contents must be liquid and relatively new. The container must be closed securely before placing it in the reuse storage area. Containers must never be opened by customers at the drop-off site. Reuse products must be displayed by drop-off site in an area separate from the PaintCare collection bins.

An individual customer may not take more than twenty-five (25) gallons of reuse product per day. If you have a customer that would like to take more paint, let your PaintCare contact know in advance.

Paint Waiver

Customers taking reuse paint from a drop-off site must sign the Paint Waiver included in this training binder (or an approved equivalent thereof). The waiver explains that the material is taken "as-is" with no guarantee of quality or contents and the customer accepts the risks and liability for the materials.

The customer must read the waiver, fill in the date and name fields, and sign their name. Site staff must verify what has been taken by the customer, record on the log the gallons of latex and gallons of oil-based products taken, and add their initials.

When a paint waiver is full or when a site wants to invoice PaintCare, the latex and oil-based columns should be totaled at the bottom of the form. PaintCare does not require the submission of the waiver to PaintCare, but they must be kept by the site for at least three years and made available for review by PaintCare staff upon request.

Drop-off sites may use their own version of the waiver, but it must be approved by PaintCare in advance.

Invoicing Procedures

Drop-off sites should invoice for reuse on a monthly basis by filling out and submitting the Invoice for Direct Reuse at paintcare.org/invoices. This is an online form and is submitted directly on PaintCare's website. If you're unable to submit an online form, contact your PaintCare contact.



California Specific Guidelines

Storage Time Limit: 180 days or 365 days for HHW programs

Site / Program Permit: None required

Spill Reporting: Document the date, location, amount, and type of PaintCare product spilled. Report PaintCare product spills of more than 10 gallons and release of any quantity through a storm drain, waterway, or into soil to:

- Your local environmental enforcement agency
- California Emergency Management Agency (Cal EMA) 1-800-852-7550
- PaintCare within 24 hours of any report

Basic Local Emergency Contacts

Facility Emergency Coordinator
(name/phone):

Alternate Emergency Coordinator (name/phone):

Fire Department Phone Number

Police Phone Number

Hospital Phone Number

911	
911	

****These State-Specific Guidelines are not intended to replace or supersede the requirements that Drop-Off Sites must follow pursuant to their state-issued permits, registrations, or other applicable law. Applicable laws and regulations take precedence if there is a conflict with these State-Specific Guidelines****