

**AMENDMENT 1 TO THE WASHINGTON ARCHITECTURAL PAINT
STEWARDSHIP PROGRAM PAINT TRANSPORTATION AND PROCESSING
AGREEMENT**

This Amendment is made on _____, 2022 to the Washington Architectural Paint Stewardship Program Paint Transportation and Processing Agreement (the "Agreement") dated April 13, 2021, between Pacific County Department of Community Development, located at 7013 Sandridge Road, Long Beach, Washington 98631 ("Service Provider") and PaintCare Washington LLC, a Delaware company having its office at 901 New York Avenue N.W., Suite 300W, Washington, D.C. 20001 ("PaintCare").

RECITAL

Whereas, Service Provider wishes to conduct Internal Transportation, as defined in Attachment H, to transport Program Products; and

Whereas, both parties wish to amend the Agreement to allow Service Provider to conduct Internal Transportation.

Now, therefore, the parties agree to amend the agreement as follows:

TERMS

- 1) The Agreement is hereby amended by adding Attachment H, attached.

- 2) This Amendment is effective as of the date of the later signature below.

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

By:

Authorized Signatory
PaintCare Washington LLC

Authorized Signatory
**Pacific County Department of Community
Development**

Fred Gabriel

Print Name

Director of Operations

Print Title

Date: _____

Date: _____

ATTACHMENT H: Internal Transportation by HHW Drop-Off Sites

- 1) "Internal Transportation" means the Service Provider's use of its own employees or independent contractors selected by the Service Provider to transport Program Products.
- 2) Subject to the additional terms and conditions set forth herein, Service Provider may manage PaintCare Products collected at the Drop-Off Sites via Internal Transportation. Such Internal Transportation is part of the Services and is subject to all terms and conditions that apply to the Services under this Agreement. The Service Provider must obtain PaintCare's advanced authorization for all Internal Transportation of Collected Program Products to/from a Drop-Off Site.
- 3) For the avoidance of doubt, Service Provider will not be compensated for Internal Transportation.
- 4) The Service Provider (or any subcontractor hired by Service Provider to transport Collected PaintCare Products) must at all times possess all necessary permits, licenses, and certifications required by Law to perform the Internal Transportation Services. All entities that transport PaintCare Products under this Agreement and are subject to regulation by the Department of Transportation (DOT) must maintain a satisfactory DOT carrier safety rating.
- 5) The Service Provider (or any subcontractor hired by Service Provider to transport Collected PaintCare Products) must have and maintain a plan for addressing any in-transit spills or other emergencies. Such a plan may be internal to the Service Provider or its subcontractor or the plan may be provided through a third-party service provider.
- 6) If Service Provider manages Collected PaintCare Products via Internal Transportation, the Service Provider shall obtain and maintain insurance coverage from a solvent insurance provider, solvent insurance pool or self-insurance program that is sufficient to insure against risks and claims, and in such amounts, as is customarily carried to address and cover the duties, responsibilities and obligations of the Agreement. If the Service Provider uses a subcontractor to provide any portion of the Services, the Service Provider will ensure that subcontractor maintains appropriate insurance and, to the extent that Service Provider fails to do so, Service Provider shall indemnify, defend, and hold PaintCare harmless. Upon request, Service Provider shall provide evidence of insurance coverage, in the form of a certificate of insurance from an insurance provider or a letter confirming coverage from an insurance pool or self-insurance program.