

AMENDMENT 1

**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 shall retain records detailing the quantity of paint managed through Internal Transportation from each Drop-Off Site. Such records are subject to the provisions of Article 8 ("Audit and Inspection Rights").
- 5) 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.
- 6) 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.
- 7) If Service Provider manages Collected PaintCare Products via Internal Transportation, the following additional insurance-related provisions apply:
 - a. If the Services include transportation of "pollutants" (as defined in *Insurance Services Office Business Automobile Policy form CA 0001* ©, current edition), either (i) Service Provider's Automobile Liability policy must include the MCS-90 endorsement and the CA99 48 endorsement and otherwise cover liability arising from all handling or release of the pollutants by the Service Provider, including during transport and during loading/unloading, and/or (ii) Service Provider must carry a Contractor's Pollution Liability policy with limits that meet or exceed those limits outline herein and that covers liability arising from all handling or release of the pollutants by the Service Provider, including during transport and during loading/unloading.

- b. Service Provider must carry Umbrella or Excess Liability insurance providing excess limits over, at a minimum, the Commercial General Liability, Automobile Liability, and Employer's Liability policies. Such insurance must be on an occurrence basis in excess of the underlying insurance described in this Agreement and must be at least as broad as each and every one of the underlying policies.
- c. The minimum limits for the policies described in this Attachment are as follows:

Type of Insurance	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits
Umbrella Excess Liability Insurance (if liability arising from all handling of pollutants by the Service Provider is covered by a Contractor's Pollution Liability policy)	\$ 5,000,000 (if managing only non-hazardous PaintCare Products) \$10,000,000 (if managing oil-based paint or other hazardous PaintCare Products)	\$ 5,000,000 (if managing only non-hazardous PaintCare Products) \$10,000,000 (if managing oil-based paint or other hazardous PaintCare Products)
Umbrella Excess Liability Insurance (if liability arising from all handling of pollutants by the Service Provider is covered by Auto)	\$ 10,000,000 (if managing only non-hazardous PaintCare Products) \$15,000,000 (if managing oil-based paint or other hazardous PaintCare Products)	\$ 10,000,000 (if managing only non-hazardous PaintCare Products) \$15,000,000 (if managing oil-based paint or other hazardous PaintCare Products)
Contractor's Pollution Liability	\$2,000,000 (if managing only non-hazardous PaintCare Products) \$5,000,000 (if managing oil-based paint or other hazardous PaintCare Products)	\$5,000,000 (if managing only non-hazardous PaintCare Products) \$10,000,000 (if managing oil-based paint or other hazardous PaintCare Products)

- d. If the Service Provider uses a subcontractor to provide any portion of the Services, the Service Provider may satisfy the foregoing requirements applicable to the subcontracted Services by ensuring that the subcontractor providing those Services satisfies each and all of the insurance requirements herein in the same manner as required had Service Provider maintained that insurance. To the extent the subcontractor fails to do so, however, Service Provider is responsible and shall defend, indemnify and hold harmless the Indemnified Parties to the same extent had all insurance required hereunder been properly procured and maintained by Service Provider or its subcontractor, as applicable.