

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

12-783 A-2

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative
Telephone Number

Dan Munsey

909-387-5779

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

PaintCare, Inc.

Fred Gabriel, Director of Operations

202-317-0592

\$80,000

Briefly describe the general nature of the contract: *Amendment No. 2 to Revenue Agreement No. 12-783 With PaintCare Inc., that replaces the agreement's Pricing and Model Invoice for management of end-of-life paint products collected from the public at San Bernardino County Fire Protection District's Household Hazardous Waste facilities, with no change to the contract term that continues to automatically renew each year for an additional one-year period.*

FOR COUNTY USE ONLY

Approved as to Legal Form

Scott Runyan, Deputy County Counsel

Date

7/22/2020

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date

AMENDMENT 2 TO HHW COLLECTION AGREEMENT

This Amendment is made on _____, 2020 to the California Architectural Paint Recovery Program Collection Facility and Waste Paint Management Services Agreement ("Agreement") between San Bernardino County Fire Protection District Household Hazardous Waste Division located at 2824 East "W" Street, San Bernardino, CA 92415-0799 ("Service Provider"), and PaintCare Inc., a Delaware corporation having its office at 901 New York Ave NW, Suite 300, Washington DC 20001 ("PaintCare").

RECITALS

Whereas, Service Provider and PaintCare entered into the Agreement on or around October 19, 2012; and

Whereas, Service Provider and PaintCare wish to amend the Agreement to modify the Pricing identified in Attachment C of the Agreement with that of Attachment C of the Amendment below;

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

- 1) Attachment C of the Agreement is replaced in its entirety by Attachment C to this Amendment
- 2) Attachment E of the Agreement is replaced in its entirety by Attachment E to this Amendment.
- 3) The 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 Inc.

Fred Gabriel
Print Name

Director of Operations
Print Title

Date: 07/28/2020


Authorized Signatory
San Bernardino County Fire Protection District
Household Hazardous Waste Division

Curt Hagman
Print Name

Chairman, Board of Directors
Print Title

Date: JUL 28 2020

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Secretary

By 
Deputy

ATTACHMENT C: PRICING

PaintCare will provide compensation for Direct Reuse according to the following option:

Additional Activity	Description	Unit Price*
Direct Reuse Rate	PaintCare agrees to pay to the Service Provider for each gallon of Program Product that is actually taken by a public consumer from a Direct Reuse program, whether sold or given away without charge.	\$1.60 per gallon

**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 oil-based Program Products versus latex Program Products.

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

Additional Activity	Description	Unit Price
Bulked Reprocessing Rate (Latex)	PaintCare agrees to pay to the Service Provider for every 55-gallon drum of Bulked Reprocessed latex paint that is given away without charge to a consumer. Rate includes drum cost.	\$200.00 per Bulk 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 given away without charge to a consumer Rate includes container cost.	\$6.15 per gallon
Internal Transportation Rate	PaintCare agrees to pay to the Service Provider per _ [specify unit - e.g., tote, drum] for the Internal Transportation of Program Products from Collection Facility(ies) to the Service Provider's primary Collection Facility.	\$13 per box/tote/drum

ATTACHMENT E: MODEL INVOICE

Service Provider Name: San Bernardino County Fire Protection District

Make checks payable to:

Unique Identifying Invoice Number:

Mail payment to:

Collection Facility Location or Temporary Event Location/Date:

Additional Activity	Quantity of Units Included	Unit Price	Invoiced Amount
Direct Reuse (tracked per-gallon)			
Direct Reuse (Latex)	__gallons	\$1.60 per gallon	
Direct Reuse (Oil-Based)	__gallons	\$1.60 per gallon	
Bulked Latex Reprocessing Rate	_ Bulk 55-gallon drum	\$200 per bulked 55- gallon drum of Reprocessed latex paint (including drum cost)	
Latex Paint Reprocessed	_ gallons	\$6.15 per gallon (includes container cost)	
Internal Transportation		\$13 per box/tote/drum	
Total:			

PC Contract No: 000916-002 & 003192

The above invoice represents, to the best of my knowledge, complete, 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 is accurate.

Signed: _____

Print Name: _____

Company Title: _____ Date: _____