

**AGREEMENT WITH  
PRIDE PAINT COMPANY  
FOR  
REPROCESSING OF LATEX PAINT COLLECTED FROM THE  
COUNTY HOUSEHOLD HAZARDOUS WASTE PROGRAM**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **PRIDE PAINT COMPANY**, hereinafter called "Contractor";

**W I T N E S S E T H:**

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Environmental Health Services Division; and

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

**1. Services to be Performed by Contractor**

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall transport and reprocess latex paint as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

**2. Term of the Agreement**

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2002 through June 30 30, 2005. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

**3. Payments**

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in Paragraph 2A above. Each payment shall be

conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

4. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture, or other relationship is established by this Agreement. The intent of both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges, and/or claims in any form whatsoever under, from, through, and/or pursuant to the San Mateo County Civil Service Rules.

5. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance

providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability . . . . . \$2,000,000
- 2) Motor Vehicle Liability Insurance . . . . . \$1,000,000
- 3) Professional Liability . . . . . \$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment I.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. Non-Discrimination

A. Section 504. Contractor shall comply with '504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

B. General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or

mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.

C. Equal employment opportunity. Contractor shall insure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

D. Violation of non-discrimination provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including, but not limited to: i) termination of this Agreement; ii) disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

## 8 Equal Benefits

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

## 9. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's, or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

10. **Amendment of Agreement**

This Agreement and accompanying schedules is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

11. **Records**

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

12. **Compliance with Applicable Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

13. **Interpretation and Enforcement**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County Environmental Health  
Attn: Dermot Casey  
455 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94403

or to such person or address as County may, from time to time, furnish to Contractor.

- 2) In the case of Contractor, to:  
 Pride Paint Company  
 911 Railroad Avenue  
 San Mateo, CA 94402

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, and the interpretation and performance of this Agreement, shall be governed by the laws of the State of California.

14. Merger Clause

This Agreement, including Exhibits "A" and "B", attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this hereunto date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibits "A" and "B" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

PRIDE PAINT COMPANY

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors, San Mateo County

By: James Colcafe

Date: \_\_\_\_\_

Date: 9/18/02

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

## **SCHEDULE A**

### **Services to be Performed by Contractor**

In consideration of the payments specified in Schedule B, Contractor shall perform the services described below in a manner consistent with the terms and provisions of this Agreement:

1. Regulations - All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, County and municipal laws, appropriate to licensure and certification regulations.
2. Operational and Strategy Meetings - Contractor shall attend operational and strategy meetings and/or participate in conference calls with program staff and other appropriate parties throughout the term of the contract. County reserves the right to choose time, location, and day of above referenced meeting.
3. All Contractor employees involved in the transportation and handling of County latex paint shall be licensed and in good standing with the California Department of Health Services (DHS) and shall have received documented training in compliance with applicable Federal and State requirements.
4. Contractor shall transport and handle County latex paint in accordance with the terms of the operation and contingency plans approved by the Environmental Protection Agency (EPA), State, County, and Municipal agencies as a condition of the Contractor's permit to operate.
5. Contractor shall provide collection centers at the following locations for San Mateo County residents.
  - Pride Paint Company, 911 Railroad Avenue, San Mateo  
Monday through Saturday, 9 a.m. to 3 p.m.  
Maximum amount allowable per resident drop off:  
10 gallons or 10 containers, whichever is less.
  - Pride Paint Company, 820 Sweeny, Redwood City  
Monday through Saturday, 9 a.m. to 3 p.m.  
Maximum amount allowable per resident drop off:  
10 gallons or 10 containers, whichever is less.
6. Contractor shall be responsible for the reprocessing of the latex paint dropped off at the above referenced collection center and the latex paint dropped off by the County. Contractor will also be responsible for keeping a log of residents' dropping off of latex paint.
7. Contractor shall accept latex paint in the containers sizes listed below:
  - 55 gallon drums - from County only
  - 5 gallon container - from public
  - 1 gallon container - from public
  - 1 quart container - from public

8. The 5-gallon, 1-gallon and quart-sized containers will either be delivered shrink-wrapped on a pallet or in plastic cubic yard boxes. Contractor shall be responsible for returning boxes to County at the Pine Street Warehouse, 310 Pine Street, Redwood City, CA 94063, or other location as mutually agreed upon. The Contractor shall be responsible to pick-up drums of bulked paint that needs to be reprocessed, from County at the Pine Street Warehouse, 310 Pine Street, Redwood City, CA 94063, or other location as mutually agreed upon.
9. The 55-gallon drums, 5-gallon, 1-gallon, and the quart sized containers shall be bulked by the Contractor into the following minimum color categories:
  - White/Off White
  - Light Beige
  - Blue/Yellow/Green
  - Red/Pink
  - Dark Beige
  - Grey/Black
10. Reprocessed paint will be containerized in 2.5-gallon and 5-gallon plastic buckets. The buckets will be labeled and marked with the paint color. (Labels will be supplied by the County.) The reprocessed paint shall be delivered shrink wrapped on pallets. The County shall be responsible for having equipment required to off load the delivery.
11. Reprocessed paint shall be delivered to the County within ninety (90) days of receipt, or as needed by County.
12. Contractor shall be responsible for delivering reprocessed paint to the Pine Street Warehouse, 310 Pine Street, Redwood City, CA 94063, or other location as mutually agreed upon.
13. Contractor shall be responsible for the disposal of all empty containers with the exception of the empty 55-gallon drums and plastic boxes. The empty 55-gallon drums shall be returned to the County at Pine Street Warehouse, 310 Pine Street, Redwood City, CA 94063.
14. Contractor shall coordinate all pick-ups of bulked paint and deliveries of reprocessed paint and/or empty 55-gallon drums and plastic boxes with Dermot Casey, Hazardous Materials Specialist at 650-363-4957, seventy-two (72) hours in advance.
15. Contractor shall submit a copy of the firm's Transporter Contingency Plan and Safety Program, which includes driver safety policies and procedures within ninety days after execution of this contract.
16. Contractor shall at all times conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to ensure the protection of persons and property.



## **SCHEDULE B**

### **Payments**

County will pay Contractor according to the following schedule.

Reprocessing of latex paint collected from the County Household Hazardous Waste Program:

- \$2.75 per gallon from 55 gallon containers
- \$2.95 per gallon from 1 to 5 gallon containers
- \$2.95 per gallon for quart containers

Payments will be made upon submission and approval of invoices received from contractor. The total payment for services of this agreement shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000). County shall have the right to withhold payment if County determines that the quality and quantity of work performed is unacceptable

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Pride Paint Co  
Contact Person: James C O'Keefe  
Address: 911 So Railroad Ave  
San Mateo CA  
Phone Number: 650-347-2163 Fax Number: 650-342-1942

II Employees

Does the Contractor have any employees?  Yes \_\_\_ No  
Does the Contractor provide benefits to spouses of employees?  Yes \_\_\_ No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 18 day of Sept, 2007 at San Mateo, CA  
(City) (State)

James C O'Keefe  
Signature  
President  
Title

James C O'Keefe  
Name (Please Print)  
94-3117409  
Contractor Tax Identification Number

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AC  
PRIDE-3  
DATE (MM/DD/YY)  
09/20/01

**PRODUCER**  
Brakke-Schafnitz Ins. Brokers  
License #0428915  
28202 Cabot Road, Suite 500  
Laguna Niguel CA 92677-1251  
Phone: 949-365-5100 Fax: 949-347-7067

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

**INSURED**  
  
Pride Paint Company  
911 South Railroad Avenue  
San Mateo CA 94402

INSURER A: General Star  
INSURER B: Preferred Employers Insurance  
INSURER C: \_\_\_\_\_  
INSURER D: \_\_\_\_\_  
INSURER E: \_\_\_\_\_

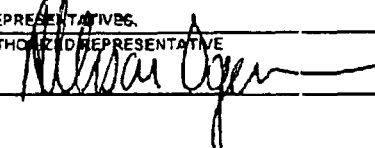
### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	IMA638403	11/20/01	11/20/02	EACH OCCURRENCE \$ 1000000
	<input type="checkbox"/> FIRE DAMAGE (Any one fire) \$ 50000 <input type="checkbox"/> MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ 100000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000				
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (1st accident) \$ _____ BODILY INJURY (1st person) \$ _____ BODILY INJURY (1st accident) \$ _____ PROPERTY DAMAGE (1st accident) \$ _____
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN EA ACC \$ _____ AUTO ONLY: AGG \$ _____
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____ \$ _____ \$ _____
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	PTN1026733	07/01/02	07/01/03	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Certificate Holder named as Additional Insured (General Liability policy).  
 10 day notice of cancellation for non-payment of premium.

**CERTIFICATE HOLDER** N ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_  
**SANMATEO**  
 San Mateo County Environmental Health Services  
 Attn: Mary Tappan  
 455 County Center 4th Floor  
 Redwood City CA 94063-1646

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  


**AGREEMENT WITH  
EXTOL COLOR COATINGS, INC. dba EARLY AMERICAN COATINGS  
FOR  
REPROCESSING OF LATEX PAINT COLLECTED FROM THE  
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THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and EXTOL COLOR COATINGS, INC. dba EARLY AMERICAN COATINGS, hereinafter called "Contractor";

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- 3) Professional Liability . . . . . \$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment I.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. Non-Discrimination

A. Section 504. Contractor shall comply with '504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

B. General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or

mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.

C. Equal employment opportunity. Contractor shall insure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

D. Violation of non-discrimination provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including, but not limited to: i) termination of this Agreement; ii) disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

## 8 Equal Benefits

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

## 9. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's, or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

10. **Amendment of Agreement**

This Agreement and accompanying schedules is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

11. **Records**

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

12. **Compliance with Applicable Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

13. **Interpretation and Enforcement**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County Environmental Health  
Attn: Dermot Casey  
455 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94403



or to such person or address as County may, from time to time, furnish to Contractor.

- 2) In the case of Contractor, to:  
 Extol Color Coatings, Inc. dba Early American Coatings  
 21595 Curtis Street  
 Hayward, CA 94545

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, and the interpretation and performance of this Agreement, shall be governed by the laws of the State of California.

14. Merger Clause

This Agreement, including Exhibits "A" and "B", attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this hereunto date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibits "A" and "B" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

EXTOL COLOR COATINGS, INC.  
dba EARLY AMERICAN COATINGS

By: \_\_\_\_\_  
 Jerry Hill, President  
 Board of Supervisors, San Mateo County

By: Bruce Schali

Date: \_\_\_\_\_

Date: 8/30/02

ATTEST:

By: \_\_\_\_\_  
 Clerk of Said Board

Date: \_\_\_\_\_

## SCHEDULE A

### Services to be Performed by Contractor

In consideration of the payments specified in Schedule B, Contractor shall perform the services described below in a manner consistent with the terms and provisions of this Agreement:

1. Regulations - All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, County and municipal laws, appropriate to licensure and certification regulations.
2. Operational and Strategy Meetings - Contractor shall attend operational and strategy meetings and/or participate in conference calls with program staff and other appropriate parties throughout the term of the contract. County reserves the right to choose time, location, and day of above referenced meeting.
3. All Contractor employees involved in the transportation and handling of County latex paint shall be licensed and in good standing with the California Department of Health Services (DHS) and shall have received documented training in compliance with applicable Federal and State requirements.
4. Contractor shall transport and handle County latex paint in accordance with the terms of the operation and contingency plans approved by the Environmental Protection Agency (EPA), State, County, and Municipal agencies as a condition of the Contractor's permit to operate.
5. Contractor shall provide collection centers at the following locations for San Mateo County residents.
  - Early American Coatings, 476 Victory Avenue, South San Francisco  
Monday through Saturday, 9 a.m. to 3 p.m.  
Maximum amount allowable per resident drop off:  
10 gallons or 10 containers, whichever is less.
6. Contractor shall be responsible for the reprocessing of the latex paint dropped off at the above referenced collection center and the latex paint dropped off by the County. Contractor will also be responsible for keeping a log of residents' dropping off of latex paint.
7. Contractor shall accept latex paint in the containers sizes listed below:
  - 55 gallon drums - from County only
  - 5 gallon container - from public
  - 1 gallon container - from public
  - 1 quart container - from public

8. The 5-gallon, 1-gallon and quart-sized containers will either be delivered shrink-wrapped on a pallet or in plastic cubic yard boxes.- Contractor shall be responsible for returning boxes to County at the Pine Street Warehouse, 310 Pine Street, Redwood City, CA 94063, or other location as mutually agreed upon. The Contractor shall be responsible to pick-up drums of bulked paint that needs to be reprocessed, from County at the Pine Street Warehouse, 310 Pine Street, Redwood City, CA 94063, or other location as mutually agreed upon.
9. The 55-gallon drums, 5-gallon, 1-gallon, and the quart sized containers shall be bulked by the Contractor into the following minimum color categories:
  - White/Off White
  - Light Beige
  - Blue/Yellow/Green
  - Red/Pink
  - Dark Beige
  - Grey/Black
10. Reprocessed paint will be containerized in 2.5-gallon and 5-gallon plastic buckets. The buckets will be labeled and marked with the paint color. (Labels will be supplied by the County.) The reprocessed paint shall be delivered shrink wrapped on pallets. The County shall be responsible for having equipment required to off load the delivery.
11. Reprocessed paint shall be delivered to the County within ninety (90) days of receipt, or as needed by County.
12. Contractor shall be responsible for delivering reprocessed paint to the Pine Street Warehouse, 310 Pine Street, Redwood City, CA 94063, or other location as mutually agreed upon.
13. Contractor shall be responsible for the disposal of all empty containers with the exception of the empty 55-gallon drums and plastic boxes. The empty 55-gallon drums shall be returned to the County at Pine Street Warehouse, 310 Pine Street, Redwood City, CA 94063.
14. Contractor shall coordinate all pick-ups of bulked paint and deliveries of reprocessed paint and/or empty 55-gallon drums and plastic boxes with Dermot Casey, Hazardous Materials Specialist at 650-363-4957, seventy-two (72) hours in advance.
15. Contractor shall submit a copy of the firm's Transporter Contingency Plan and Safety Program which includes driver safety policies and procedures within ninety days after execution of this contract.
16. Contractor shall at all times conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to ensure the protection of persons and property.

## SCHEDULE B

### Payments

County will pay Contractor according to the following schedule.

Reprocessing of latex paint collected from the County Household Hazardous Waste Program:

- \$2.75 per gallon from 55 gallon containers
- \$2.95 per gallon from 1 to 5 gallon containers
- \$2.95 per gallon for quart containers

Payments will be made upon submission and approval of invoices received from contractor. The total payment for services of this agreement shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000). County shall have the right to withhold payment if County determines that the quality and quantity of work performed is unacceptable

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: EXTOL Color Coatings, Inc.
Contact Person: CLINT / Bruce
Address: 21595 CURTIS ST
Hayward, Ca. 94545
Phone Number: 510-887-7598 Fax Number: 510-887-5637

II Employees

Does the Contractor have any employees? [X] Yes \_\_\_ No
Does the Contractor provide benefits to spouses of employees? [X] Yes \_\_\_ No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[ ] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[ ] No, the Contractor does not comply.
[ ] The Contractor is under a collective bargaining agreement which began on \_\_\_ (date) and expires on \_\_\_ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 30 day of August, 2002 at Hayward, Ca. (City) (State)

Bruce Sohrabi
Signature

Bruce Sohrabi
Name (Please Print)

myr
Title

77-0000712
Contractor Tax Identification Number

PRODUCER  
ARMOR & ASSOC INSURANCE AGENCY  
P.O. BOX 7480  
FREMONT CA 94537  
Phone: 510-793-1947 Fax: 510-793-1052

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED  
EARLY AMERICAN COATINGS (DBA)  
EXTOL COLOR COATINGS, INC.  
476 VICTORY AVENUE  
SOUTH SAN FRANCISCO CA 94080

INSURER A: HARTFORD INS CO  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
SAN MATEO COUNTY HEALTH  
SEP 23 2002  
RECEIVED

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	57SBAES2467	03/01/02	03/01/03	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER BUSINESS PERSONAL PROPERTY	57SBAES2467	03/01/02	03/01/03	\$250. DED \$75,100 S.F, R/C

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED PER ENDORSEMENT ATTACHED.

CERTIFICATE HOLDER  
COUNTY OF SAN MATEO  
ENVIRONMENTAL HEALTH  
ATTN: RICK MILLER  
455 COUNTY CENTER, 4TH FL.  
REDWOOD CITY CA 94063-1663

ADDITIONAL INSURED; INSURER LETTER: SAN MAT  
CANCELLATION  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
Robbie [Signature]

ADDITIONAL INSURED ENDORSEMENT

It is agreed that such insurance as is afforded by this policy shall also apply to

**COUNTY OF SAN MATEO  
ENVIRONMENTAL HEALTH**

as additional insured, but only with respect to liability arising out of your ongoing operations performed for that insured.

TO BE ATTACHED TO CERTIFICATE OF INSURANCE DATED: 9/23/02

POLICY NUMBER  
57SBAES2467

COMPANY  
HARTFORD SERVICE CENTER

AUTHORIZED AGENT: Armor & Assoc Insurance Agency  
PO Box 7480  
Fremont, CA 94537

POLICYHOLDER COPY

**STATE**  
COMPENSATION  
INSURANCE

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**FUND** CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

SEPTEMBER 10, 2002

GROUP:  
POLICY NUMBER: 1447981-2002  
CERTIFICATE ID: 2  
CERTIFICATE EXPIRES: 04-01-2003  
04-01-2002/04-01-2003COUNTY OF SAN MATEO  
BLDG INSPT DEPT  
590 HAMILTON ST #5514  
REDWOOD CITY CA 94063

This is to certify that we have issued a valid Worker's Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions, of such policies.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-01-2002 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

EXTOL COLOR COATING, INC.  
21595 CURTIS ST  
HAYWARD CA 94545