



# **City of Kirkland**

## **Request for Qualifications**

### **2025-2027 Kirkland Pollution Prevention Assistance Program Inspection Services**

**Job # 28-25-PW**

**Issue Date: August 8, 2025**  
**Due Date: September 8, 2025 – 4:00 p.m. PDT**

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## REQUEST FOR QUALIFICATIONS

Notice is hereby given that qualifications will be received by the City of Kirkland, Washington, for:

**Kirkland Pollution Prevention Assistance Inspection Services  
Job Number 28-25-PW**

File with Financial Operations Manager, Finance Department, 123 - 5<sup>th</sup> Ave, Kirkland WA, 98033

Qualifications received later than **4:00 p.m. PDT, September 8, 2025 will not** be considered.

A copy of this Request for Quote (RFQ) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on "Doing Business with the City." All active projects can be found under the opportunities tab.

The City of Kirkland reserves the right to reject any and all Qualifications, and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services. This RFQ is contingent upon the execution of a contract with the Department of Ecology. If for any reason that contract is not executed, the City reserves the right to not award this contract.

A Service Provider response that indicates that any of the requested information in this RFQ will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

In addition to nondiscrimination compliance requirements, the Service Provider(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

**Dated this 8<sup>th</sup> day of August, 2025**

Jay Gewin  
Purchasing Agent  
City of Kirkland

**Advertised in the Seattle Daily Journal of Commerce on August 8<sup>th</sup> and August 15<sup>th</sup>, 2025.**

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## **Background Information**

The City of Kirkland is located on the eastern shore of Lake Washington. It is a suburban city, surrounded by other suburban cities and pockets of unincorporated King County. The City is near several major transportation routes including Interstate 405, State Route 520, and Interstate 5. These routes connect the City economically and socially to the greater Seattle area.

At the time of incorporation in 1905, the City of Kirkland's population was approximately 530. The current estimated population is 96,920. Kirkland is the twelfth largest city in the State of Washington and the sixth largest in King County.

Since its incorporation, Kirkland has grown in geographic size to eighteen square miles - approximately twenty times its original size. This growth occurred primarily through the consolidation of the cities of Houghton and Kirkland in 1968, the annexations of Rose Hill and Juanita in 1988 and the annexation of North Juanita, Finn Hill, and Kingsgate areas in 2011.

Kirkland operates under a Council-Manager form of government. The City Council is the policy-making branch of Kirkland's government and consists of seven members elected at large to staggered, four-year terms. The Mayor is elected from within the Council. The City Council is supported by several advisory boards and commissions and the City Manager. The City Manager is appointed by the City Council and serves as the professional administrator of the organization, coordinating its day-to-day activities.

## **Background Information**

### **1 Overview:**

#### **A. Project Introduction:**

The City of Kirkland is entering into a tenth 2-year contract with the Washington State Department of Ecology's Pollution Prevention Assistance Program (formerly known as the Local Source Control Program) to continue providing technical assistance inspections and outreach to small businesses within the City. The purpose of the visits is to reduce or eliminate hazardous waste and pollutants at their source, thus preventing their discharge to urban waters of the State.

Source control addresses pollution at the source. Source control uses pollution-prevention techniques and best management practices (BMPs) to prevent, control, and treat contaminants before pollutants enter the environment.

The Pollution Prevention Assistance (PPA) Specialists of the Department of Ecology's Pollution Prevention Assistance Partnership use their technical knowledge to help small businesses stop pollution before it starts. Medium and large-quantity generators of dangerous waste in Washington have had access to Pollution Prevention technical assistance for more than 20 years.

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Historically, most small businesses have had little access to dangerous-waste handling, disposal, or BMP expertise. The PPA Specialists provide this expertise to help small businesses identify and implement best pollution-prevention techniques and practices. The application of pollution-prevention techniques and BMPs can save small businesses money and conserve resources, too, as well as comply with all local, state, and federal regulations.

**B. Budget:**

The project consultant budget is a total of \$295,000 for technical assistance visits and other program obligations, as noted in Attachment B.

**C. Schedule:**

All work on this project must be complete by **June 30, 2027**. An approximate schedule is as follows:

- Under contract: October 13, 2025
- Minimum 40% of technical assistance inspections complete: June 30, 2026
- All technical assistance inspections complete: June 30, 2027
- Reporting and documentation Complete: June 30, 2027

**D. Scope of Work and Deliverables:**

Work shall be conducted per Kirkland's Contract with the Department of Ecology – Attachment B to this Request for Qualifications. In summary, the scope of work and deliverables for this project, are as follows:

- Conduct 360 Local Source Control Technical Assistance Visits (216 target for initial visits; 60% of Total) per the terms of Attachment B spread between the Juanita Creek Watershed and other areas of Kirkland that need priority technical assistance.
- Conduct visits per guidance in "Section 2. Technical Assistance Visits" of Attachment B.
- Support City staff to complete the listed Unique Program elements in "Section 3: Unique Program Elements" of Attachment B. City staff and contractor responsibilities will be negotiated.
- Provide Product Replacement Program services as detailed in "Section 5: Product Replacement Program (PRP)" of Attachment B.
- Follow timeline goals for Unique Program Elements and Technical Assistance identified in "Section 6: Timeline" of Attachment B.
- Complete information gathering and Local Source Control (LCS) Database reporting identified in "Section 7: Local Source Control (LSC) Database" of Attachment B. Completed site visit forms, provided written follow-up correspondence with all businesses, email, and other communication between contractor and business on a regular basis, at a minimum at the end of each month.
- Fulfill training requirements identified in "Section 8: Training" of Attachment B (this list is subject to change).
- Complete Quarterly and Annual Reports identified in "Section 9: Reporting and Contract Changes" of Attachment B.
- Provide Voucher Program to businesses as detailed in "Section 10: Small Change Voucher Program" and as further developed by Ecology during the contract

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- timeframe. Provide reimbursement to business and request reimbursement from the city during regular invoicing.
- Bi-monthly (at-least) meetings at City Hall or virtual platform to discuss progress and/or issues with business visits.
  - Possible pollution prevention education and outreach events or presentations for small to mid-size groups.
  - Provide Spill Kits and associated site plans and maps, as well as provide training to businesses on how to use spill kits. Approximately 100 spill kits may be distributed during contract. Spill kits will be provided by the City of Kirkland.
  - Follow all subcontractor requirements, including tracking invoices using the State's business diversity management system, Access Equity (B2Gnow), outlined in "18. SUBCONTRACTORS" in Attachment B.
- Attachment B contains full details and constitutes the full scope for this project.

## **2 Qualification Submission Requirements**

All submittals must be in accordance with the requirements set forth in this RFQ. The Statement of Qualifications shall not exceed ten (10) pages. The front cover, the back cover, a maximum two-page cover letter, stock project examples and resumes may be in addition to the 10-page limit. The qualifications format will be at the firm's discretion, but the city encourages respondents to consider text-based proposals that minimize time and costs of preparation. Qualifications must include the following items:

- **Project Approach:**
  - a) **Work Plan:** Describe the sequential tasks to be used to accomplish this project. Indicate all key deliverables and their contents.
  - b) **Project Organization and Staffing:** Describe the approach and methods for managing the project. Provide an organization chart showing all proposed team members. Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager and the key contact person for the City.
  - c) **Include resumes of each member of the project team.** List the portion of the work to be subcontracted and information describing the qualification and relative experience of any proposed subcontractors. Include a list of information required or tasks to be completed by City staff.
  - d) **Project Schedule:** Provide a schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables. Demonstrate your team's ability to perform the work requested within an established budget and schedule.
- **Related Experience:** Describe recent (within the last four (4) years), directly related experience. Include the name of the client, description of the work done, dates of the project and the name of the project coordinator. At least two references should be included. For each reference indicate the reference's name, organization, title, email address and telephone number. The City reserves the right to contact any organizations or individuals listed.
- **Statement of Experience:** The consultant is required to provide evidence of experience in working with:

- public agencies
- understanding of hazardous waste regulations and resources for small quantity generators
- environmental compliance inspections of small businesses
- public education and outreach experience
- working with businesses who speak English as a Second Language (ESL)
- minimum certification in 24-hour HAZWOPER training course, kept current with required 8-hour refresher, or training must be completed within first six months of contract

The experience listed must have been performed by the Lead Consultant/Project Manager or consultant's staff that will be assigned to this project. The submittal shall also identify other projects the proposed Lead Consultant/Project Manager or consultant's staff will be committed to during the same timeline.

- Signature: Submittal must be signed by an individual with the appropriate contracting authority for the firm.

### 3 Final Selection Procedures

#### A. Selection Criteria:

The City will make a selection based on the evaluation of the written qualifications. The City may also conduct an interview process with scoring used to determine the selected company. The City may elect to interview some or all companies submitting qualifications. The City reserves the right to make a selection based only on the evaluation of the written qualifications. Written qualifications and interviews will be evaluated based on the following criteria:

Project understanding and proposed strategy for success	25
Previous experience in similar projects/references including	25
Expertise of key personnel and/or team partners for identified role(s)	35
<u>Approach to project management and delivery</u>	<u>15</u>
Total	100

#### B. Interview/Presentation (as needed):

An interview/presentation period may be scheduled and conducted with the Selection Committee through a virtual or in-person meeting platform, not to exceed 1 hour. The firm will be given 15 minutes for presentation. The remaining time will be reserved by the Selection Committee for questions. The purpose of the interviews will be to evaluate the experience and fit of the firms and to clarify and verify understanding of the requirements of the contract. **Staff that will be designated on the project** should be available during the week of September 22, 2025 to take part in the interview process.

#### D. Negotiation/Scope Development:

The top ranked firm will be notified and will be asked to meet and submit their prospective scope of services and fee estimate. If, after negotiation and consideration, the City is

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unable to reach an acceptable agreement with the top-ranked firm, they will terminate negotiations with the top ranked firm and, at their sole discretion, may: enter into negotiations with the second ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit new Qualifications.

**E. Final Selection:**

Once the City reaches an agreement that it finds acceptable with a preferred consulting firm, the Selection Committee will then make a recommendation to the Public Works Director. The City Manager's Office will execute the contract.

**F. Contract:**

It is expected that a City of Kirkland Professional Services Agreement will be executed. A sample agreement is provided as Attachment A.

**G. Debarment and Suspension:**

By signing their submittal, the applicant certifies that neither the firm nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

**Proposal Modifications and Clarifications**

The City will not reimburse companies, for any costs involved in the preparation and submission of qualifications, or for attendance at subsequent interviews. Furthermore, this request for qualifications does not obligate the City to accept or contract for any express or implied services. The City reserves the right to negotiate regarding the terms and compensation for any proposal. The City reserves the right to request any company clarify their response or to supply any additional material deemed necessary to assist in the evaluation, and to modify or alter any or all of the requirements in this request for qualifications.

**Length of Contract**

The initial agreement will run through the designated Ecology Grant funding period of June 30, 2027, unless the Department of Ecology and City of Kirkland Interagency Agreement is terminated earlier. If early termination occurs, the City of Kirkland will provide thirty (30) calendar day written notification, and the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Also, at the option of the City, the agreement may be extended to include one supplementary term, from July 1, 2027 to June 30, 2029. This amendment will be based on vendor performance and additional funding granted by the Department of Ecology. The total contract term shall not exceed four (4) years from initial contract execution.

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## **Submission Instructions**

Qualifications should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request.

Please note: The following general requirements are mandatory for all statements of qualifications. Statements of Qualifications submitted after the deadline date and time or lacking one or more of the following requirements will not be accepted:

1. **Statements of qualifications must be received via e-mail no later than 4:00 PM on September 8, 2025 (Pacific Time).**
2. Emailed statements of qualifications should include, "RFQ 28-25-PW – Kirkland Pollution Prevention Assistance Inspection Services" in the subject line and be addressed to [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov).
3. All statements of qualifications sent electronically must be in the form of a PDF document and cannot exceed 20MB.
4. Qualifications should not exceed 10 pages. The front cover, the back cover, a maximum two-page cover letter, stock project examples and resumes may be in addition to the 10-page limit.
5. All statements of qualifications must include the legal name of the organization, firm, individual or partnership submitting the RFQ. Include the address of the principal place of business, mailing address, phone numbers, emails, fax number (if one exists) and primary contact person.
6. To be evaluated, a statement of qualifications must address all requirements and instructions contained within.

## **Submittal Deadlines**

August 8, 2025	Release RFQ
August 18, 2025	Questions due from interested parties
August 27, 2025	Answers to RFQ questions posted on website
September 8, 2025	Qualifications Due by 4:00 PM PDT
September 16, 2025	Notify finalists of interviews (as needed)
Week of September 22, 2025	Interviews (as needed)
September 30, 2025	Notify selected company
Week of September 30, 2025	Contract negotiation/preparation/signature
October 13, 2025	Anticipated start work date
No later than June 30, 2027	Delivery of final product

**Note:** The City reserves the right to adjust this schedule as necessary.

## **Questions**

Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to Ryeann-Marie Tuomisto, Water Quality Program Coordinator, at



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rtuomisto@kirklandwa.gov. Questions regarding the RFQ process should be addressed to Purchasing staff, at purchasing@kirklandwa.gov.

### **Terms and Conditions**

- A. The City reserves the right to reject any and all statements of qualifications, and to waive minor irregularities in any statement of qualifications.
- B. Companies responding to this RFQ must follow the procedures and requirements stated in the RFQ document. Adherence to the procedures and requirements of this RFQ will ensure a fair and objective analysis of your statement of qualifications. Failure to comply with or complete any part of this RFQ may result in rejection of your statement of qualifications.
- C. The City reserves the right to request clarification of information submitted, and to request additional information on any statement of qualifications.
- D. The City reserves the right to award any contract to the next most qualified Consultant, if the successful agency does not execute a contract within 30 days of being notified of selection.
- E. Any statement of qualifications may be withdrawn up until the date and time set above for opening of the statements of qualifications. Any statement of qualifications not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the statements of qualifications have been approved by the City administration, whichever occurs first.
- F. The contract resulting from acceptance of a statement of qualifications by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFQ. A copy of the City's standard Professional Services Agreement is available for review (see attachment A). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ and which is not approved by the City Attorney's office.
- G. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFQ.
- H. Any material submitted by a company shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.
- I. The City reserves the right not to award any portion or all of the project if it finds that none of the statements of qualifications submitted meets the specific needs of the project. The City reserves the right to modify the scope of work and award portions of this RFQ to the selected vendor. The City reserves the right to award this work to multiple vendors if the scope of work would be best completed by multiple vendors and their associated experience.

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### **Cooperative Purchasing**

Chapter 39.34 RCW allows cooperative purchasing between public agencies in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, provided that the consultant agrees to participate. The City does not accept any responsibility for contracts issued by other public agencies, however.

### **Public Disclosure**

Once submitted to the City, qualifications shall become the property of the City, and all qualifications shall be deemed a public record as defined in the "Public Records Act," chapter 42.56 RCW. Any qualifications containing language which copyrights the qualifications, declares the entire qualifications to be confidential, declares that the document is the exclusive property of the company, or is any way contrary to the Public Records Act or this RFQ, could be removed from consideration. The City will not accept the liability of determining what the company considers exempt from disclosure under the Public Records Act. Therefore, any information in the qualifications that the company claims as exempt from disclosure under RCW 42.56.270 or other provision of the Public Records Act must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include citations to the specific statutory exemption(s) from disclosure upon which the company is making the claim, and the page any claimed exemption is found on must be identified. With the exception of lists of prospective companies, the City will not disclose RFQ qualifications in response to a public records request until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of any claimed exempt portion(s) of the qualifications. In response to a public records request, the City will consider a company's request for exemption from disclosure. If the City disagrees with the claimed exemption or is unsure of its validity, the City will notify the company and will wait for a period of 14 calendar days before disclosing in order to give the company an adequate opportunity to seek a court order preventing disclosure.

### **DBE Participation**

The City encourages Disadvantaged Business Enterprise (DBE) firms to submit qualifications and encourages all firms to team with DBE firms in their pursuit of this project.

### **Federal Debarment**

The firm shall not currently be debarred or suspended by the Federal government. The firm shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database ( [www.sam.gov](http://www.sam.gov) ).



## PROFESSIONAL SERVICES AGREEMENT

PSA 8/2025

The City of Kirkland, Washington, a municipal corporation ("City") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Consultant"), agree and contract as follows.

In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

### I. SERVICES BY CONSULTANT

- A. Consultant agrees to perform the services described in Attachment \_\_ to this Agreement ("Services"), which attachment is incorporated herein by reference.
- B. The Services shall be performed in accordance with the ordinary and reasonable care, skill and diligence that a competent professional in the same field would exercise under similar circumstances.

### II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$\_\_\_\_\_, as detailed in Attachment \_\_\_\_.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. If the City objects to any portion of an invoice, it will notify the Consultant. In the event of an invoice dispute, the City will timely pay any undisputed portion of the invoice, and the parties will promptly make reasonable efforts to resolve the disputed portion. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 30 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

### III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall

be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

#### **IV. OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

The Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services

performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

## **V. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

## **VI. COMPLETION DATE**

The estimated completion date for the Consultant's performance of the services specified in Section I is \_\_\_\_\_.

Consultant will diligently proceed with the services contracted for, but Consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

## **VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

## **VIII. NONDISCRIMINATION**

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

## **IX. HOLD HARMLESS/INDEMNIFICATION**

To the greatest extent allowed by law the Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## **X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

### **B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

**F. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**G. City Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XII. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

**XIII. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

**XIV. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties. The terms of this Agreement supersede any conflicting provisions contained in any attachments and addenda.

**XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

**XVI. NON-ENDORSEMENT**

As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

**XVII. NON-COLLUSION**

By signature below, the Consultant acknowledges that the person, firm, association,



co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

**XVIII. WAIVER**

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

**XIX. ASSIGNMENT AND SUBCONTRACT**

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

**XX. DEBARMENT**

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



**IAA No. C2500176**

**INTERAGENCY AGREEMENT (IAA)**

**BETWEEN**

**THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY**

**AND**

**City of Kirkland**

**THIS INTERAGENCY AGREEMENT** (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “**ECOLOGY**,” and the City of Kirkland, hereinafter referred to as the “**CONTRACTOR**,” pursuant to the authority granted by Chapter [39.34](#) of the Revised Code Washington, Interlocal Cooperation Act.

**THE PURPOSE OF THIS AGREEMENT** is for the **CONTRACTOR** to provide Pollution Prevention Assistance (PPA) Specialists who will provide technical assistance and education outreach to small quantity generators in an effort to prevent pollution of waters of the state as part of the Pollution Prevention Assistance Partnership.

**WHEREAS**, **ECOLOGY** has legal authority (RCW 70A.214 and RCW 70A.300) and the **CONTRACTOR** (other party) has legal authority (KMC 15.52 and KMC 15.52.100) that allows each party to undertake the actions in this Agreement.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. SCOPE OF WORK**

The **CONTRACTOR** shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work*, attached hereto and incorporated herein.

## 2. PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **July 1, 2025**, and be completed by **June 30, 2027**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

## 3. COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

Compensation for this Agreement will be released in two 1-year phases. Phase One is limited to 50 percent of the project budget and Phase Two can be up to the remaining percentage of the project budget. On or before August 15, 2026, Ecology will evaluate available funding and the CONTRACTOR's performance and progress towards meeting contract deliverables and spending. To release the second year of funding the CONTRACTOR, by June 30, 2026, must:

1. Complete a minimum of 40% of the total site visit deliverables, and
2. Utilize 40% of the total compensation award.

If performance obligations have been met and funding is available per ECOLOGY's determination, the full year 2 budget award will be considered available. Should the CONTRACTOR fail to make satisfactory progress, ECOLOGY will determine the appropriate additional funding to release for year 2 of the contract. Ecology will consider various factors in determining year 2 funding including, but not limited to, available funding, performance to date, staff vacancies, time and costs spent on unique program elements, and potential circumstances beyond the CONTRACTOR's control.

The source of funds for this IAA is **Model Toxics Control Account (23P)**. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed two hundred ninety-five thousand dollars and zero cents (\$295,000.00), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work*. ECOLOGY will not make payment until it has reviewed and accepted the work.

Travel expenses (meals, lodging, and POV mileage) will be reimbursed according to current state per-diem rates at the time of travel, not to exceed the total budget (see Appendix B, *Budget Detail*).

Expenses related to initial 24-hour (or 40-hour) HAZWOPER training, and required yearly 8-hour refresher training courses will be reimbursed as part of the quarterly invoicing submittal. Invoices for those training courses must be submitted as supporting documentation for the quarterly submittal.

Expenses for language services will be reimbursed in quarterly invoice submittals. CONTRACTOR must submit invoices from the language service provider, or time sheets for internal staff providing language services, to be reimbursed as part of quarterly invoice submittals.

Funds for the purchase of source control tools or equipment (e.g., spill kits, plastic drum covers) and promotional items for distribution to businesses under this contract must be included in the Goods &

Services Budget or Equipment Budget categories in Appendix B, *Budget Detail*. Any purchase of equipment or goods & services over \$1,000.00 not specifically listed in Appendix B, *Budget Detail* must be pre-approved by ECOLOGY in writing. When the Agreement expires, or when the equipment is no longer needed for the originally authorized purpose (whichever comes first) the disposition of equipment shall be at ECOLOGY's sole discretion.

Indirect rates for the contract will be paid as indicated in Appendix B, *Budget Detail*. Changes to the indirect rate may be considered by ECOLOGY. CONTRACTOR shall provide supporting documentation necessitating the change to the indirect rate to ECOLOGY. ECOLOGY's approval will be communicated by e-mail from the Pollution Prevention Assistance Coordinator. An increase in indirect rate does not increase the total contract award. Changes are handled by adjusting the budget between categories listed in Appendix B, *Budget Detail*. Changes to the total budget cost of the contract shall require an amendment. The budget referenced in Appendix B, *Budget Detail* may be adjusted between categories with ECOLOGY's preapproval, and if the total budget is not exceeded.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract in accordance with Section 19 or 20, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

#### **4. BILLING AND PAYMENT PROCEDURE**

Payment requests shall be submitted electronically or by mail, on state form Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Each invoice shall bill for actual hours worked during the quarter. The actual hours billed may be higher (if the total budget compensation award is not exceeded) or lower than the FTE estimate in Appendix A, *Statement of Work*. Attach supporting documentation to the invoice. See Appendix A, *Statement of Work*, Sections 4, 5, and 11 for additional information (and Section 10, *Small Change Voucher Program*, if applicable).

Send invoices to:

State of Washington  
Department of Ecology  
Hazardous Waste & Toxic Reduction Program  
Attn: Andrew Maher  
4601 N. MONROE ST.  
SPOKANE, WA 99205

**OR**

Email invoices and supporting documentation to both:  
Andy Maher, [anma461@ecy.wa.gov](mailto:anma461@ecy.wa.gov) & Kristine Ray, [kray461@ecy.wa.gov](mailto:kray461@ecy.wa.gov)

Payment requests will be submitted on a Quarterly basis. Invoices must be submitted by the dates outlined in Appendix A, *Statement of Work*, Section 11: *Invoices*, Table 11.1. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

## **5. ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **6. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **7. ASSURANCES**

Parties to this Agreement agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

## **8. CONFORMANCE**

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **9. DISPUTES**

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

## **10. FUNDING AVAILABILITY**

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise

any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

## **11. GOVERNING LAW AND VENUE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

## **12. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **13. ORDER OF PRECEDENCE**

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2500176.
- d. Appendix A, *Statement of Work*.
- e. Appendix B, *Budget Detail*.
- f. Appendix C, *Special Terms and Conditions*.
- g. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

## **14. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

## **15. RESPONSIBILITIES OF THE PARTIES**

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

## **16. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

## **17. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## **18. SUBCONTRACTORS**

- a. CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved, there will be additional CONTRACTOR and Subcontractor requirements and reporting.

Prior to performance, all Subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Identify whether Subcontractor is certified with Office of Minority and Women's Business Enterprises (OMWBE), WA Dept of Veterans Affairs (WDVA), or is a WA small business. Provide such information to ECOLOGY's representative.

- b. Subcontractor Payment Reporting Requirements – Access Equity:

This Agreement is subject to compliance tracking of Subcontractor(s) spending using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises (OMWBE) at <https://omwbe.diversitycompliance.com/>. The CONTRACTOR and all Subcontractor(s) shall report and confirm receipt of payments made to the CONTRACTOR and each Subcontractor through Access Equity.

The CONTRACTOR may contact Robyn Crawford ([rvan461@ecy.wa.gov](mailto:rvan461@ecy.wa.gov); (564) 223-5487), Access Equity Contract Agent with Ecology's Hazardous Waste & Toxic Reduction Program for technical assistance in using the Access Equity system.

User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>.

ECOLOGY reserves the right to withhold payments from the CONTRACTOR for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

The CONTRACTOR shall:

- a. Register and enter all required Subcontractor information into Access Equity no later than fifteen (15) days after ECOLOGY creates the file (Contract Record) in Access Equity.
- b. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after ECOLOGY creates the file (Contract Record) in Access Equity.
- c. Report the amount and date of all payments:
  - i. Received from ECOLOGY, and
  - ii. Paid to Subcontractors, no later than fifteen (15) days after the issuance of each payment made by ECOLOGY to the Contractor, unless otherwise specified in writing by ECOLOGY, except that the Contractor shall mark as "Final" and report the final Subcontractor payments into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year, June 30.
- d. Monitor contract payments and respond promptly to any requests or instructions from ECOLOGY or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subcontractors, or ECOLOGY, when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Require each Subcontractor to:
  - i. Register in Access Equity and complete the required user training.
  - ii. Verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity.
  - iii. Report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein.
  - iv. Respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and
  - v. Coordinate with Contractor, or ECOLOGY, when necessary, to resolve promptly any discrepancies between reported and received payments.

## **19. SUSPENSION FOR CONVENIENCE**

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

## **20. TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.



## **21. TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **22. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

## **23. AGREEMENT MANAGEMENT**

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

### **The ECOLOGY Representative is:**

Name: Andrew Maher  
Address: 4601 N. Monroe St.  
Spokane, WA 99205  
Phone: (509) 290-7806 cell  
Email: [anma461@ecy.wa.gov](mailto:anma461@ecy.wa.gov)

### **The City of Kirkland Representative is:**

Name: Ryeann Marie Tuomisto  
Address: 123 5<sup>th</sup> Ave.  
Kirkland, WA 98033  
Phone: (425) 587-3861  
Email: [Rtuomisto@kirklandwa.gov](mailto:Rtuomisto@kirklandwa.gov)

**24. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

**State of Washington  
Department of Ecology**

By:

\_\_\_\_\_  
Signature Date

Heather R. Bartlett

\_\_\_\_\_  
Print Name

Deputy Director

\_\_\_\_\_  
Title

**City of Kirkland**

By:

\_\_\_\_\_  
Signature Date

Julie Underwood

\_\_\_\_\_  
Print Name

Deputy City Manager of Operations

\_\_\_\_\_  
Title

## APPENDIX A

### STATEMENT OF WORK

#### Section 1. Introduction

This statement of work is for the 2025 – 2027 biennial Interagency Agreement (IAA) for the Pollution Prevention Assistance (PPA) Partnership, which is overseen by the Washington State Department of Ecology (ECOLOGY), Hazardous Waste & Toxic Reduction Program (HWTR).

The mission of the PPA Partnership is:

*“We protect Washington’s residents and environment by helping small businesses reduce toxic chemical use, safely manage dangerous waste, and keep stormwater free of pollutants.”*

The CONTRACTOR, through their Pollution Prevention Assistance (PPA) program, will conduct multimedia source control site visits and pollution prevention activities to businesses that are small quantity generators (SQGs) of dangerous waste. In this context an SQG is any business, non-profit, facility, school, or other organization that generates less than 220 pounds of dangerous waste per calendar month and less than 2.2 pounds of extremely hazardous waste per calendar month. The site visits, along with other pollution prevention activities conducted by the CONTRACTOR, will be designed to reduce or eliminate dangerous waste and other pollutants at the source through best management practices that prevent spills and discharges to ground, air, and water (especially to industrial wastewater and stormwater).

To further facilitate the reduction or elimination of toxic chemical use at the source, the CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer alternatives. This program will be known as the “Product Replacement Program” or PRP.

**PPA work for the 2025 – 2027 contract cycle is expected to fall within the below general proportions:**

**Table 1.1: PPA Work Tasks**

PPA Work Tasks	% of Time Spent
<b>Technical Assistance (TA) Visits<sup>1</sup></b> (See Appendix A, Statement of Work, Section 2 for more details)	<b>65%</b>
<b>Unique Program Elements</b> (See Appendix A, Statement of Work, Section 3 for more details)	<b>20%</b>
<b>Training</b> (See Appendix A, Statement of Work, Section 8 for more details)	<b>10%</b>
<b>Other</b> (Admin, staff meetings, etc.)	<b>5%</b>

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<sup>1</sup> Approximately 10 – 15% of TA visits may involve Product Replacement Program

The CONTRACTOR is expected to:

- Interact with other partners within the PPA Partnership to provide technical assistance and training and share resources and experiences.
- Set up alerts to receive notifications when requests for information have been made on the PPA Partnership SharePoint Discussion Board.
- Ensure at least one staff member is available to provide timely information and feedback to ECOLOGY's PPA Coordinator and to attend mandatory meetings and trainings. Feedback on Partnership goals, direction, and projects will occasionally be requested via online surveys and email requests.
- Act in a professional and ethical manner and avoid any conflict of interest that might influence the CONTRACTOR's actions or judgement.
- Disclose immediately to ECOLOGY any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of the CONTRACTOR in rendering service under this Agreement.
- CONTRACTORS will attempt to provide 40% of its services (visits and unique program elements) to businesses located within overburdened communities of Washington State. The Overburdened Communities of Washington State map provided by the Office of Financial Management is used to determine if businesses are located within an overburdened community.<sup>2</sup>
- CONTRACTORS are required to identify facilities within Overburdened Communities in Washington State during data entry into the Local Source Control Database.

Key staff, estimated FTE, and their roles are identified in Table 1. Please note, this is an estimate of time dedicated to this contract over the full two years of the contract; quarterly invoicing must reflect actual hours worked even if hours are higher or lower than the FTE estimate.

Key personnel changes (staff or manager leaving, new hires, etc.) must be reported to the Pollution Prevention Assistance Coordinator within **ten (10) business days**. Changes to key personnel must be documented with updated copies of the key staff table.

**Table 1.2: Key Staff Table**

Staff Name	Estimated FTE	Role
Ryeann-Marie Tuomisto	0.0	PPA Manager
Contractor	1.0	PPA Specialist(s) – Based on Subcontractor

## Section 2. Technical Assistance Visits

The CONTRACTOR will conduct technical assistance site visits to small quantity generators of dangerous wastes, and to businesses or organizations that have the potential to pollute stormwater. Approximately 60% of the visits will be Initial Visits. If Initial Visits fall below 60%, combined Initial Visits and Follow-Up Visits must account for at least 80% of the total visits. While necessary, efforts should be made to minimize Screening Visits.

- An **Initial Visit** occurs at the actual site and results in a completed “Basic Checklist” (Link in Appendix A, *Statement of Work*, Section 12: *Resources*), or enough data gathered to complete

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<sup>2</sup> <https://geo.wa.gov/datasets/wa-ofm::overburdened-communities-of-washington-state/explore?location=47.246690%2C-121.952358%2C10.01>

data entry into the LSC Database (Link to database in Appendix A, *Statement of Work*, Section 12: *Resources*). It will either be the first complete visit to a site OR the first visit in two (2) or more years.

- A **Screening Visit** is an attempted visit to the site, but the business declined or put off the visit, **OR** you were interrupted during the visit and were unable to gather complete data, **OR** you discover that the facility does not exist anymore **OR** you discover that the business does not qualify for a visit under the PPA program (e.g., it is a medium or large quantity generator).
- A **Follow-Up Visit** should occur within 90 days of the Initial Visit. Follow-up should generally be done through an on-site visit. However, a phone conversation, mail or email exchange may count as a Follow-Up Visit if it includes confirmation that the issues that were identified in the initial visit were resolved. Follow-Up Visits must be conducted to resolve High Priority Environmental Issues (See Section Below).

**Table 2.1: Total Number of Technical Assistance Visits**

<b>Number of Total Visits</b>	<b>360</b>
<b>Target for Initial Visits (60% of Total)</b>	<b>216</b>

Business sectors, organizations, waste streams, and/or geographical area that will provide a focus for the 2025 – 2027 technical assistance visits are listed in Table 2.2 *Technical Assistance Targets*.

ECOLOGY may direct a portion of technical assistance visits towards specific priority sources or contaminants.

CONTRACTORS will attempt to provide 40% of their services (visits and unique program elements) to businesses located within overburdened communities of Washington State. The Overburdened Communities of Washington State map provided by the Office of Financial Management is used to determine if businesses are located within an overburdened community.<sup>3</sup> CONTRACTORS must identify facilities within Overburdened Communities in Washington State during data entry into the Local Source Control Database.

**Table 2.2: Technical Assistance Targets**

<b>Technical Assistance Targets</b>	<b>Rationale for Selection</b>
<b>Juanita Creek Watershed</b>	The Juanita Creek Watershed development and growth has been extensive over the past couple years. We will continue to visit businesses in this area to provide pollution prevention assistance.
<b>Product Replacement Programs</b>	Kirkland would like to maintain engagement with the Product Replacement Program and new items that may be added during this contract.
<b>E-Cigarette Retailers: Middle &amp; High Schools (Vape Waste)</b>	According to a 2022 U.S. Centers for Disease Control and Prevention (CDC) study, 2.55 million middle and high school students used e-cigarettes, including disposable. Our goal is to provide education and technical assistance on proper storage

<sup>3</sup> <https://geo.wa.gov/datasets/wa-ofm::overburdened-communities-of-washington-state/explore?location=47.246690%2C-121.952358%2C10.01>

	and disposal. If possible, we could assist with health hazard education, as well.
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### **High Priority Environmental Issues**

The below list is ECOLOGY's High Priority Environmental Issues list because they have the potential to directly impact human health and/or the environment. If one or more of these issues are found during a site visit, a Follow-Up Visit is justified but not necessarily required. The severity of the issue will help determine if a Follow-Up Visit is necessary. A Follow-Up Visit to a business for other (non-high priority) issues is at the discretion of the CONTRACTOR.

When unable to resolve High Priority Environmental Issues, the Pollution Prevention Specialists will refer the issue to ECOLOGY or another appropriate agency. Serious concerns about impacts to human health and/or the environment warrant a consultation with ECOLOGY or other regulatory agencies to determine whether the issue needs to be referred.

#### **High Priority Environmental Issues List:**

- Hazardous waste being improperly designated.
- Hazardous waste being improperly disposed.
- Hazardous products / wastes being improperly stored.
- Compromised dangerous waste containers need to be repaired or replaced.
- Illegal plumbing connection.
- Illicit discharge of wastewater to storm drain.
- Improperly stored containerized materials.
- Improperly stored non-containerized materials.
- Leaks and spills in dangerous waste storage areas.

### **Visit Guidance**

The following guidance applies to technical assistance visits, unless otherwise discussed with ECOLOGY:

#### **Prior to the Visit:**

- Coordinate with other entities that may be conducting business visits in the area to reduce potential "inspection fatigue".
- Check with ECOLOGY Urban Waters Staff (where applicable) to ensure that the business is not currently being visited by Urban Waters Staff.
- Research site and issues prior to the visit using a combination of data sources, such as LSC Database (Link in Appendix A, *Statement of Work*, Section 12: *Resources*) for previous visits or visit to similar businesses, industry resources, news articles, etc.
- To the extent possible, verify the site is not a medium or large quantity generator.
- Check to see if a sector specific Checklist or Tip Sheet is available on the PPA Partnership SharePoint site on the Checklists & Tip Sheets Page. (Link in Appendix A, *Statement of Work*, Section 12: *Resources*) to help guide the visit.

#### **During the Visit:**

- Provide technical assistance on proper management of dangerous waste, prevention of stormwater pollution, spill prevention, and reduction of hazardous substance use (when applicable).
- Ensure, at a minimum, all items on the Basic Checklist are reviewed.
- If while at the site, it becomes apparent the business is a medium or large quantity generator, either complete the visit and count it as a screening visit OR formally refer the dangerous waste portion to ECOLOGY to count it as a full initial visit.
  - This site should not be scheduled for future visits, unless it is likely their generator status has changed to qualify as an SQG.
- If appropriate, encourage businesses to participate in local green business programs, such as the EnviroStars business certification program, EnviroCertified, or other green business programs.
- If a Product Replacement Program (PRP) opportunity exists for the business, discuss the opportunity, terms and conditions, and steps to qualify as outlined in Appendix A, *Statement of Work*, Section 5, *Product Replacement Program*.
- Discuss spill response preparedness and offer spill kit for developing a plan. Funds can be used to purchase spill kits to provide to businesses. Occasionally, ECOLOGY will provide spill kits through a bulk order if funding is available.
- Photograph observed issues for before and after photos to use in writing up case studies.
- Activities that may be beneficial during the visit include, but are not limited to:
  - Walking the site (interior and exterior).
  - Checking storm drains.
  - Checking for illicit connections.
  - Checking dumpster and waste storage.
  - Providing handouts with technical information and guidance.
  - Ensuring necessary permits are in place.

### **Translation / Language Services – During the Visit**

CONTRACTORS are required to have a language service in place to be able to provide real-time interpretation services to businesses when doing PPA and/or PRP visits. This will ensure that the business understands their commitment and the information being shared by PPA specialists.

CONTRACTOR staff can provide translations and interpretations for languages they speak fluently, if approved by the Pollution Prevention Assistance Coordinator. CONTRACTORS must have a service in place to provide language services for those languages not spoken by CONTRACTOR staff.

CONTRACTORS that do not have a service contract in place at the time of signing the contract must obtain a service contract within three months of signing the contract, or the contract will be subject to termination.

CONTRACTORS must submit invoices from language providers with supporting documentation during quarterly invoices. If the language providers are in-house staff, CONTRACTOR will provide timesheets showing the hours spent on language services and submit with supporting documentation.

### **End of Visit / After Visit:**

- Provide written follow-up to the business to document the results of the visit. This can be done by leaving a copy of the checklist or other documentation with the business at the end of the visit, by using a commitment postcard (format available in Education & Outreach Documents on PPA

Partnership SharePoint), or by sending follow-up letters/emails, or alternatively by sending a “thank you” postcard if no issues were identified.

- If necessary, coordinate with other agencies (e.g., the fire marshal, code enforcement, stormwater, wastewater treatment, and/or moderate risk waste staff) to ensure that the information you are providing is consistent with the other agency’s regulations and/or best management practices.
- PPA Specialists will make referrals to ECOLOGY and other regulatory agencies as needed and document the referral in the Local Source Control (LSC) database (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

### Section 3. Unique Program Elements

**Table 3.1: Unique Program Elements**

Unique Program Element	Description	Deliverable(s)
<b>All Staff Training Committee</b>	Four separate committees (one for each training event) made up of PPA Specialists and Ecology. The committee will work to schedule and facilitate the meetings. The format for these meetings will likely be one in-person per year, and one virtual meeting per year.	<ul style="list-style-type: none"> <li>• Work with one or two other jurisdictions to plan 1 All-Staff Training Event (virtual or in-person) for the <b>Fall 2026 PPA All-Staff</b>.</li> <li>• With other committee members, determine a committee chair to schedule planning meetings, track tasks, and finalize the agenda.</li> <li>• Arrange for meeting logistics (venue, food, and beverage, if in person) and speakers.</li> <li>• Participate in all workgroup meetings. If you are unable to attend the meeting, give the committee chair as much notice as possible, and follow up with any assignments or document review as soon as possible.</li> </ul>
<b>Monthly Webinar / All-Staff Topic Presentation(s)</b>	Complete a topic presentation (Bisphenol Free Receipt Paper; School Vape Waste, or others as approved by Ecology) to the partnership at either a monthly webinar, or an All-Staff meeting. This is a more in-depth presentation than a case study. The goal being to educate the partnership on a specific topic, using several examples when possible.	<ul style="list-style-type: none"> <li>• Present two (2) topic presentations (proposed topics include: Bisphenol Free Receipt Paper; School Vape Waste) to the partnership at either a PPA Monthly Webinar or a PPA All-Staff Meeting by <b>June 30, 2027</b>.</li> </ul>



<p><b>Business Sector Workshop</b></p>	<p>Present information to a business sector(s) on proper management of wastes (vehicle leak repair) and implementing proper best management practices (BMPs) for that specific business sector.</p>	<ul style="list-style-type: none"> <li>• Provide a business sector workshop by <b>June 30, 2027</b>, in coordination with Washington Technical College.</li> </ul>
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The CONTRACTOR will conduct the unique program elements for their PPA program as outlined in Table 3.1, below.

## Section 4: Partnership Branding and Outreach

When unique outreach or education materials are developed by the CONTRACTOR using PPA Partnership funds, a draft must be sent to ECOLOGY for review and approval. To the extent feasible, the CONTRACTOR must utilize the Partnership's branding tools and templates available to produce these materials. The intent of this requirement is to facilitate a unified branding image and consistent messaging across the Partnership. The Partnership logo and other branding resources are available on the PPA Partnership SharePoint Publications & Handouts site (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

It may be appropriate to include funding acknowledgement on some outreach materials. The CONTRACTOR will consult with ECOLOGY's PPA Partnership Coordinator to determine whether funding acknowledgement is required.

Finalized materials which may be useful to other Partnership contractors should be provided to ECOLOGY for upload to the PPA Partnership SharePoint Publications & Handouts site (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

Each CONTRACTOR must maintain a PPA webpage which meets the minimum requirements. See PPA Partnership SharePoint site for requirements. (Link in Appendix A, *Statement of Work*, Section 12: *Resources*)

## Section 5: Product Replacement Program (PRP)

The Product Replacement Program's (PRP) mission is to safeguard the health of all Washingtonians and preserve their environment by providing financial resources and technical support to businesses to reduce the use of targeted toxic chemicals and heavy metals in consumer products and industrial processes. PRP removes and replaces products, processes, or technologies that use toxic chemicals to prevent them from entering the environment. One of the best and most effective ways to prevent further environmental contamination, protect water quality, and reduce human health risk, is to eliminate these toxic chemicals at the sources. The PRP assists businesses with switching to safer alternatives.

PPA contractors are integral to the PRP. The CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer alternatives. The CONTRACTOR will assist ECOLOGY in implementing PRP projects by promoting participation, making recommendations, assisting with required paperwork, and conducting technical assistance and confirmation visits.

PRP projects include, but are not limited to:

- Degreasers in parts washing systems in the automotive repair sector by visiting automotive repair facilities, discussing the program, assisting with required paperwork, and completing the final visit after new machine installation. Guidelines for this program are outlined in separate documents and posted on the PPA Partnership SharePoint (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).
- Educate schools, recreation centers, local retailers, and salons on opportunities to switch to safer chemicals used in chemistry and art labs, foam cubes in tumbling pits, receipts used in cash registers, and cosmetics products used in salons are potential PRP projects during this contract cycle.

The CONTRACTOR will suggest new PRP projects to Ecology based on opportunities they see during technical assistance visits. A PPA-PRP Committee will assist Ecology in the development of new projects, how to implement and market them, and develop training on implementation for the larger Partnership.

ECOLOGY, in collaboration with the PPA Partnership, will develop procedures and criteria, which must be met for a business to receive reimbursement for any of the chemicals or products included in the PRP. Final guidelines for each project will be posted on the PPA Partnership SharePoint page and training for implementation will be provided at webinars or All-Staff meetings.

PRP payments for reimbursement to the business will come directly from ECOLOGY and are not included with the CONTRACTOR's funding compensation associated with this contract. Payment will be made through direct disbursement from ECOLOGY to the business implementing the product or equipment replacement. To facilitate these payments, the CONTRACTOR shall assist ECOLOGY in maintaining records indicating how the business qualified for the PRP reimbursement per the PRP program's eligibility criteria. Each PRP program will have specific records requirements, and all records will be maintained on ECOLOGY's PRP SharePoint Site. The required records may include copies of the program voucher, product invoices, disposal receipts, recycling receipts, state payee forms, along with any other documentation required by ECOLOGY to reimburse the business. Requirements for each PRP Program will be available under Product Replacement Program on the PPA SharePoint site (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

The CONTRACTOR will provide technical assistance to the businesses to help ensure the business qualifies for a PRP reimbursement payment from ECOLOGY by completing the required steps, unless otherwise specified in guidelines developed specific to an individual reimbursement. Specific requirements for individual reimbursement programs are maintained on the PPA Partnership SharePoint site (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

### **Required Steps**

- CONTRACTOR conducts an initial technical assistance visit, reviews all aspects of the PPA basic checklist on the PPA SharePoint Site (Link in Appendix A, *Statement of Work*, Section 12: *Resources*) with the business, and identifies any issues that need to be addressed before moving forward with a product replacement program.

- CONTRACTOR provides the business with recommendations to reduce or eliminate a qualifying chemical or product based on the currently active product replacement programs (see ECOLOGY's PRP website for active programs) (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).
- CONTRACTORS review and complete the PRP voucher (if required for that specific PRP project) with the business. CONTRACTORS provide copies (photographs or scanned copies) of the completed and signed voucher to the Product Replacement Coordinator who reviews and approves the business to make the purchase of approved products or equipment.
- CONTRACTOR assists businesses as needed with paperwork required to apply for reimbursement, including a state payee registration form.
- CONTRACTOR must communicate to the businesses that it may take up to 4 months to receive payment from ECOLOGY after purchase and that the business must respond to inquiries from ECOLOGY or the Office of Financial Management (OFM) in a timely manner to avoid delays in payment.
- Business purchases approved product or equipment and converts fully to utilization of new product or equipment in accordance with the eligibility criteria for the PRP reimbursement.
- Business submits receipts for the product or equipment purchase and installation to ECOLOGY's PRP Coordinator. This submittal may be facilitated through the CONTRACTOR's representative for some PRP projects.
- CONTRACTORS may be requested by ECOLOGY to verify through a site visit and review of records that product or equipment has been installed per PPA Specialist or ECOLOGY recommendations, old product or equipment has been legally disposed of or decommissioned, and all other eligibility criteria have been met.

For information about an optional voucher program that the CONTRACTOR can provide directly to a business, see Appendix A, *Statement of Work*, Section 10, *Small Change Voucher Program*.

## Section 6: Timeline

**Table 6.1: Timeline**

Time Period	Goal for # of Site Visits	Unique Program Element Activities	Technical Assistance Target Activities
July 1, 2025 – December 31, 2025	27 Visits	Topic Presentation; Business Sector Workshop;	Juanita Creek Watershed, Product Replacement Programs, E-Cigarettes
January 1, 2026 – June 30, 2026	128 Visits	Topic Presentation; Business Sector Workshop;	Juanita Creek Watershed, Product Replacement Programs, E-Cigarettes
July 1, 2026 – December 31, 2026	128 Visits	Topic Presentation; Business Sector Workshop; All-Staff Planning Committee	Juanita Creek Watershed, Product Replacement Programs, E-Cigarettes

January 1, 2027 – June 30, 2027	77 Visits	Topic Presentation; Business Sector Workshop	Juanita Creek Watershed, Product Replacement Programs, E-Cigarettes
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## Section 7: Local Source Control (LSC) Database

Information gathered during technical assistance site visits by the CONTRACTOR must include all the elements that are listed in the most up to date PPA Basic Checklist (check PPA Partnership SharePoint site for details) and be entered into ECOLOGY's LSC database (Link in Appendix A, *Statement of Work*, Section 12: *Resources*). The following guidance applies to all technical assistance visits, unless other discussed with ECOLOGY:

- Collect enough information to complete all the applicable fields in ECOLOGY's LSC database (Link in Appendix A, *Statement of Work*, Section 12: *Resources*) and enter it into the database **within fifteen (15) workdays** of the visit.
- If you make a referral to a regulatory agency, enter the information about the referral into the database **within fifteen (15) workdays** of the referral.
- Ensure that data entry is complete and accurate.
- At a minimum, all elements on the most recent version of ECOLOGY's PPA Basic Checklist must be checked at each business visit. Specialists must attest that they have verified all elements.
  - Additional sector specific checklists are available on the ECOLOGY PPA Partnership SharePoint Site.
  - CONTRACTOR may substitute use of their own version(s) of the checklist(s) if it contains all elements of ECOLOGY's PPA Basic Checklist and has been reviewed and approved by ECOLOGY.
- Refer to the LSC database (Link in Appendix A, *Statement of Work*, Section 12: *Resources*) instructions posted in the database interface or contact ECOLOGY PPA Staff for assistance with database entry.
- If using paper checklists or equivalent documentation, maintain originals in accordance with your local public disclosure laws.

## Section 8: Training

ECOLOGY expects the CONTRACTOR to provide basic training to newly hired PPA Specialists, while ECOLOGY will offer additional training to support PPA activities, especially site visits to small businesses. ECOLOGY will provide additional training to ensure that CONTRACTOR's staff are properly trained and supported to conduct PPA activities, and that experienced staff are exposed to new information, and have opportunities to share their expertise for the benefit of the PPA Partnership. This will include emerging issues and forums for sharing best practices, strengthening the PPA Partnership. ECOLOGY, along with In-House Mentors and PPA Mentors, will support new PPA Specialists. Within two weeks of notice of hire, ECOLOGY will send a "welcome email" with instructions for accessing the PPA Partnership SharePoint, LSC Database, and training resources. All PPA Specialists must set up weekly (or more frequent) alerts for the SharePoint Discussion Board.

### HAZWOPER 24-hr. Certification

ECOLOGY requires PPA specialists to obtain and maintain, at a minimum, a 24-hr HAZWOPER certification and refresher class. CONTRACTORS are allowed, and encouraged, to obtain the 40-hr HAZWOPER and refresher but are not required to obtain that level of training.

CONTRACTORS will be responsible for finding, registering, and paying for the HAZWOPER certification and refreshers themselves. CONTRACTORS will submit copies of class registration and paid invoices to ECOLOGY for reimbursement during quarterly submittals.

### **New PPA Specialist Training Modules & Know-2-Grow (K2G) Learning Sessions**

ECOLOGY ensures PPA Specialists are well-prepared by offering foundational and ongoing training, requiring consistent participation for effective program delivery. Foundational training includes self-paced online modules on ECOLOGY's SharePoint, to be completed within the first quarter. Completion is tracked. Monthly live "Know 2 Grow" (K2G) sessions, led by PPA Mentors, provide interactive training via Microsoft Teams (except July & December). Sessions are typically on the second Thursday, 10:00–11:00 a.m., and may occasionally be adjusted, with advance notice provided.

**Table 8.1: Know 2 Grow (K2G) Session Schedule**

2025	2026	2027
August 14, 2025	January 8, 2026	January 14, 2027
September 11, 2025	February 12, 2026	February 11, 2027
October 9, 2025	March 12, 2026	March 11, 2027
November 13, 2025	April 9, 2026	April 8, 2027
	May 14, 2026	May 13, 2027
	June 11, 2026	June 10, 2027
	August 13, 2026	
	September 10, 2026	
	October 15, 2026	
	November 12, 2026	
<b>Attendance Requirement:</b> All new PPA Specialists who have not yet attended ten (10) K2G monthly sessions are required to attend. PPA Mentors are required to attend every K2G session. Mentors must notify the PPA Partnership Coordinator if they will not be able to attend.		

### **One-on-One Field Mentoring**

The CONTRACTOR will provide new PPA specialists with mentoring from experienced specialists (In-House PPA Mentors), focusing on internal procedures and site visits. If no In-House Mentor is available, ECOLOGY will assign a one-on-one mentor. The duration of the one-on-one mentoring will be dependent on the new specialist's prior experience and will be agreed upon following evaluation by Ecology and discussions with the specialist. Additionally, the PPA Mentoring Program connects new specialists with mentors through K2G sessions, Webinars, All-Staff training(s), and the Discussion Board. Specialists are encouraged to seek out additional mentoring support for problem-solving, sector research, and field mentoring. Field mentoring involves site visits with the new specialist observing the mentor and serving as a backup specialist during field work. New specialists will gradually take over the lead duties

during field work to prepare for full-time lead duties and to prepare for ECOLOGY's Shadow Workday. Field mentoring visits must occur before the ECOLOGY PPA Shadow Workday. For more details, refer to the New Specialist Training Plan (Appendix A, Statement of Work, Section 12: Resources).

### **Ecology Shadow Workday (Ecology Approval)**

Once the PPA Mentor and new PPA Specialist agree on readiness, ECOLOGY staff will accompany the specialist on a few technical assistance visits (Ecology Shadow Workday). During these visits, the specialist will demonstrate their ability to engage with site contacts and present the PPA program, including waste management, spill prevention, stormwater pollution, and toxics reduction. After the shadow workday, the specialist will inform ECOLOGY once the LSC database entries are complete and provide any follow-up materials for review.

### **Ecology PPA Specialist Approval Process**

ECOLOGY must explicitly approve the new PPA Specialist before they can conduct solo PPA site visits under this contract. To gain approval, the new PPA Specialist must:

- Complete all online training modules.
- Attend required PPA webinars and monthly Know-2-Grow (K2G) sessions.
- Complete Shadow Workday with ECOLOGY.
- Submit follow-up materials and LSC database entries from the sites visited during the Shadow Workday.

**ECOLOGY may require the New PPA Specialist to undergo additional mentoring before granting approval.**

### **All-Staff Training for all PPA Specialists**

All-Staff Trainings will be planned and conducted by teams of PPA Specialists from two or three PPA Partners, who have signed up to plan these trainings as a unique program element. When appropriate, these trainings will be held in-person to facilitate interaction and networking between PPA Specialists, ECOLOGY, and invited presenters.

Training topics at All-Staff Trainings are intended to help new staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. ECOLOGY staff will determine the teams, provide initial guidance, review agendas, and provide support for planning and logistics.

Typically, these trainings are held the second Wednesday in September/October and March/April. The in-person trainings are typically scheduled to run between 8:30 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions if needed. ECOLOGY must pre-approve overnight travel if it is being charged to the PPA partner budget.

When trainings are held virtually online, the training will typically be scheduled for 8:30 a.m. to 12:00 p.m. across two days, usually a Tuesday and Wednesday.

**Attendance Requirement:** Unless prior approval has been given by ECOLOGY, it is mandatory for at least one PPA Specialist per jurisdiction to attend the All-Staff Training. This person is responsible for

disseminating information back to the PPA Specialists from that jurisdiction. Managers are welcome to attend the All-Staff Trainings but are not required to attend.

Generally, training substitutions are not allowed for the All-Staff Training, however, exceptions may apply. PPA Coordinator must approve non-emergency absences or training substitutions at least two weeks prior to the training.

### **Monthly Webinar Trainings**

ECOLOGY conducts monthly webinar trainings during most of the months of the year. These sessions are intended to expose PPA Specialists to new information or technical topics relevant to their work. Suggestions on topics and speakers are welcomed from PPA Partners. ECOLOGY will also ask PPA Partners to present on case studies.

These meetings are one and a half hour (1.5 hours) sessions, held on the second Wednesday of the month. Occasionally these sessions will need to be scheduled at alternative times to accommodate speaker availability. Up to nine (9) webinars will be scheduled each contract year. See Table 8.2 for the tentative training schedule.

**Attendance Requirement:** Each PPA Specialist must attend at least six (6) of the eight (8) Webinars each contract year (July 2025 through June 2026 and July 2026 through June 30, 2027, for the current contract). **Table 8.2** below contains a tentative training schedule for monthly webinars and the twice annual All-Staff meetings; ECOLOGY will communicate the final schedule to the CONTRACTOR. For those months identified as “Webinar or All-Staff”, there might be an All-Staff meeting planned for that month. If there is no All-Staff for a given month, then there will be a webinar planned for that month.

Other training courses, relevant to PPA Specialists’ work, may be substituted for up to two of the Webinars. Notification of the substitution must be provided to and pre-approved by the PPA Coordinator at least two weeks in advance of the Webinar that will be missed by the Specialist.

**Table 8.2: Tentative Training Schedule (Subject to Change)**

Date	Training Type	Date	Training Type
July 2025	No Training	July 2026	No Training
August 13, 2025	Webinar	August 12, 2026	Webinar
September 10, 2025	Webinar or All-Staff	September 9, 2026	Webinar or All-Staff
October 8, 2025	Webinar or All-Staff	October 14, 2026	Webinar or All-Staff
November 12, 2025	Webinar	November 10, 2026	Webinar
December 2025	No Training	December 2026	No Training
January 14, 2026	Webinar	January 13, 2027	Webinar
February 11, 2026	Webinar	February 10, 2027	Webinar
March 11, 2026	Webinar or All-Staff	March 10, 2027	Webinar or All-Staff

April 8, 2026	Webinar or All-Staff	April 14, 2027	Webinar or All-Staff
May 13, 2026	Webinar	May 12, 2027	Webinar
June 10, 2026	Webinar	June 9, 2027	Webinar
<b>Attendance Requirement:</b> Each PPA Specialist must attend at least six (6) of the eight (8) scheduled Webinars each year. PPA Specialists must attend both All-Staff Trainings unless prior approval has been obtained from the PPA Coordinator.			

## Section 9: Reporting and Contract Changes

### Quarterly Progress Reports

A brief progress report shall be submitted quarterly with each invoice (See Schedule in Appendix B, *Statement of Work*, Section 11, Table 11.1, *Invoicing Schedule*). This report should indicate the work completed during the quarter and billed on the invoice, including the type and number of visits conducted, progress on unique program elements, and any other information regarding contract performance that should be brought to ECOLOGY's attention. The Quarterly Progress Report should **ONLY** include the status of the work conducted during the quarter and **NOT** include a roll-up of progress to-date since it serves as backup documentation for the expenses included in the quarterly invoicing. See Appendix A, *Statement of Work*, Section 11, *Invoicing*.

### Annual Reports

Annual Reports are used to briefly summarize contract status to-date including number of site visits performed, unique program element activities conducted, Technical Assistance target activities conducted, lessons learned, and budget status, progress towards goal of 40% of visits in Overburdened Communities in Washington State. Annual reports shall be provided to ECOLOGY by **July 31, 2026, and July 30, 2027**. The report shall include two to three "case studies" of a business or organization that benefitted from a PPA site visit. Photographs of the business before and after the visit, showing the beneficial changes should be provided, if possible. The second-year annual report should capture details for the full contract period as ECOLOGY will use these reports to create a biennial report on the Partnership. ECOLOGY will make report templates available on the PPA Partnership SharePoint. ECOLOGY will request, with advanced notice, that PPA CONTRACTORS provide presentations on their case studies at Webinars and/or All-Staff Trainings.

### Contract Changes

Any of the following changes shall be reported to the ECOLOGY PPA Partnership Coordinator within **10 business days**.

- Key personnel changes (staff or manager leaving, new hires, etc.). Changes to key personnel must be documented with updated copies of the key staff table.
- Initiation of, or changes to, a subcontract. See Section 18 *Subcontractors* of the Interagency Agreement for specific information that is required regarding subcontractors.



## Section 10: Small Change Voucher Program

The CONTRACTOR will offer businesses vouchers for the cost of pollution prevention equipment or other recommendations, in accordance with the procedures developed for this voucher program. Payments will be made directly by the CONTRACTOR to the business. Examples of qualifying equipment or costs include but are not limited to; secondary containment, drum covers, drum funnels with lids, infrastructure changes, substitution of less toxic products, and catch basin cleaning. The CONTRACTOR must maintain records for each of their voucher reimbursement payments, and ensure a business is limited to one voucher per calendar year. Each voucher payment will be capped at \$500.00 or less. These reimbursements will come from the Small Change Voucher Program budget category (see Appendix B, *Budget Detail*). Documentation of voucher payments will be submitted to ECOLOGY with the quarterly invoice (See Appendix A, *Statement of Work*, Section 11 *Invoicing* for more details).

The CONTRACTOR will follow the procedures approved by ECOLOGY and housed on the PPA Partnership SharePoint (Link in Appendix A, *Statement of Work*, Section 12: *Resources*).

## Section 11: Invoicing

Invoice (billing) procedures are outlined in the Interagency Agreement, (see Section 4 *Billing and Payment Procedures*). In addition, the following information is provided:

- See also Appendix A, *Statement of Work*, Section 5: *PRP* and Appendix A, *Statement of Work*, Section 10: *Small Change Voucher Program* for additional information on submitting invoices and reimbursement requests for those programs.
- The Invoice Voucher (form A19-1A) (Link in Appendix A, *Statement of Work*, Section 12: *Resources*) must have an approved electronic signature method if submitted electronically. Acceptable signature formats include the following.
  - Adobe Acrobat Certificate-Based Signature, which requires BOTH a scanned signature image and Adobe information. Signers do not need an Adobe PRO license, only the person preparing the document for their signature needs an Adobe PRO license.
  - Scanned image of signature. Copy and paste the scanned wet signature into the document itself.
  - Typed name and “signed electronically” with the signature date included in the signature line.
  - Other methods approved by Ecology.
- If submitting a scanned or electronic copy, the CONTRACTOR will retain the original signed A19-1A in CONTRACTOR’s records, per ECOLOGY’s record retention requirements.
- Supporting documentation may be submitted via email to Kristine Ray ([kray461@ecy.wa.gov](mailto:kray461@ecy.wa.gov)) and Andy Maher ([anma461@ecy.wa.gov](mailto:anma461@ecy.wa.gov)). Refer to Section 3 *Compensation* for additional details on what is required for supporting documentation.
- Each invoice shall only bill for actual hours worked during the quarter, which may be higher or lower than the FTE estimate in Appendix A, *Statement of Work*, Section 1, *Introduction*, Table 1.2 – Key Staff Table. Actual hours worked should include dates worked, staff names, titles, hourly salary/benefit rate, hours worked, final \$.
- Quarterly invoicing will follow the schedule in Table 11.1, *Invoicing Schedule*.

**Table 11.1: Invoicing Schedule**

Quarter in Contract Cycle	Months in Quarter	Invoice Due Date
1	July, August, September 2025	November 10, 2025
2	October, November, December 2025	February 10, 2026
3	January, February, March 2026	May 11, 2026
4	April, May, June 2026	<b>July 31, 2026*</b>
5	July, August, September 2026	November 10, 2026
6	October, November, December 2026	February 10, 2027
7	January, February, March 2027	May 10, 2027
8	April, May, June 2027	<b>July 30, 2027*</b>
* - Earlier due date during these quarters due to end of fiscal year requirements.		

## Section 12: Resources

The following are links to resources and materials referenced in this contract. Links and resources listed are subject to change.

- PPA Partnership SharePoint:
  - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership>
- PPA Partnership SharePoint Discussion Board:
  - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership/Lists/Discussion%20Panel/AllItems.aspx?viewid=04db004f%2Dc450%2D417a%2Db727%2D77d2fb734816>
- PPA Basic Checklist:
  - <https://stateofwa.sharepoint.com/:w:/r/sites/ECY-HWTR-PPA-Partnership/Checklist%20%20Tip%20Sheets/Pollution%20Prevention%20Assistance%20-%20Basic%20Checklist.docx?d=w1179aa4654674c17940dd22abefbdf5d&csf=1&web=1&e=KWSL9y>
- PPA Business Sector Checklists & Tip Sheets:
  - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership/Checklist%20%20Tip%20Sheets/Forms/AllItems.aspx>
- PPA Publications & Handouts
  - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership/SitePages/Publications-%26-Handouts.aspx>
- PPA PartnerWeb Product Replacement Program:
  - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership/SitePages/Product-Replacement-Program.aspx>
- LSC Database:
  - <https://secureaccess.wa.gov/ecy/lsc/Home.aspx>

- PPA Partner Website Required Elements:
  - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership/SiteAssets/PPA%20-%20Partner%20Website%20Elements.docx?web=1>
- Invoice Voucher A19-1A:
  - <https://des.wa.gov/sites/default/files/public/documents/HRPayroll/SACS/A-19-1AForm.doc?=5c82f>
- New Specialist Training Plan – Read First!
  - <https://stateofwa.sharepoint.com/sites/ECY-HWTR-PPA-Partnership/New%20Specialist%20Training/Read%20First%20%E2%80%94%20New%20Specialist%20Training%20Plan.pdf>
- Ecology's Product Replacement Program Website:
  - <https://ecology.wa.gov/Waste-Toxics/Reducing-toxic-chemicals/Product-Replacement-Program>

**APPENDIX B**  
**BUDGET DETAIL**

See Section # 3 *Compensation* and Section # 4 *Billing and Payment Procedures*, for additional instructions.

Category		Amount
Salaries		\$0.00
Benefits		\$0.00
Subcontracts		\$295,000.00
Goods & Services (see Table A Below)		\$0.00
Equipment (see Table B Below)		\$0.00
Travel & Training		\$0.00
Small Change Voucher Program (See Section X)		\$0.00
<b>Subtotal Direct Costs</b>		<b>\$295,000.00</b>
Indirect Costs*	Rate (0%)	0%
	Indirect Amount	\$0.00
<b>Total Award</b>		<b>\$295,000.00</b>

\* ☒ **No Indirect Charged**

**Table A: Goods & Services**

Goods & Services over \$1,000 must be listed here or approved by ECOLOGY PRIOR to reimbursement.	Estimated Cost

**Table B: Equipment**

Equipment over \$1,000 must be listed here or approved by ECOLOGY PRIOR to reimbursement.	Estimated Cost

## **APPENDIX C**

### **SPECIAL TERMS AND CONDITIONS**

- 1) Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion
    - a) CONTRACTOR, by signing this Agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
    - b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
    - c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
    - d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
    - e) CONTRACTOR further agrees by signing this Agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
    - f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
    - g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding Agreement, or pursuance of legal remedies, including suspension and debarment.
    - h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or Subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in [The System for Award Management](#) and print a copy of completed searches to document proof of compliance.
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