

WHATCOM COUNTY
CONTRACT INFORMATION SHEET

Whatcom County Contract Number:

Originating Department:		85 Health and Community Services	
Division/Program: (i.e. Dept. Division and Program)		8540 Environmental Health / 854000 Solid Waste Enforcement	
Contract or Grant Administrator:		Jennifer Hayden	
Contractor's / Agency Name:		Washington State Department of Ecology	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?			
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, grantor agency contract number(s):	C2500195	ALN#:
Is this contract grant funded?			
Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		
Method of Procurement:	N/A – Grant	Contract Cost Center:	10008557
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Goods and services provided due to an emergency.	
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
\$	308,750		
This Amendment Amount:			
\$			
Total Amended Amount:			
\$			
Summary of Scope: This agreement provides funding for Pollution Prevention Assistance (PPA) Specialists to provide technical assistance and education outreach to small quantity generators in an effort to prevention pollution of waters of the state as part of the PPA Partnership.			
Contract Term Ends:		06/30/2027	
Contract Routing:	1. Prepared by:	J. Thomson	Date: 07/10/2025
	2. Attorney signoff:	Kimberly A. Thulin	Date: 07/11/2025
	3. AS Finance reviewed:	bbennett	Date: 07/16/2025
	4. IT reviewed (if IT related):		Date:
	5. Contractor signed:		Date:
	6. Submitted to Exec.:		Date:
	7. Council approved (if necessary):	AB2025-543	Date:
	8. Executive signed:		Date:
	9. Original to Council:		Date:



IAA No. C2500195

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

Whatcom County Health and Community Services

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 Whatcom County Health and Community Services 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 (Small Business Technical Assistance Action 10.1.7.3 of the approved 2022 Whatcom County Comprehensive Solid and Hazardous Waste Management Plan.) 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 Capital Account (23N)**. 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 three hundred eight thousand, seven hundred fifty dollars and zero cents (\$308,750.00), 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 & Kristine Ray, 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.

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 C2500195.
- 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; (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

The Whatcom County Health and Community Services Representative is:

Name: Jennifer Hayden
Address: 509 Girard
Bellingham, WA 98225
Phone: (360) 778-6036
Email: jhayden@co.whatcom.wa.us

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**

**Whatcom County Health and Community
Services**

By:

By:

Signature Date

Signature Date

Heather R. Bartlett
Print Name

Charlene Ramont
Print Name

Deputy Director
Title

Interim Director
Title

WHATCOM COUNTY:

Recommended for Approval:

Sue Sullivan, Environmental Health Manager

Date

Approved as to form:

Approved by email KT/JT

07/11/2025

Kimberly A. Thulin, Senior Civil Deputy Prosecutor

Date

Approved:

Accepted for Whatcom County:

By: _____

Satpal Singh Sidhu, Whatcom County Executive

Date

Washington State Department of Ecology

Andrew Maher

4601 Monroe Street

Spokane, WA 99205

509-290-7806

anma461@ecy.wa.gov

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 (ECOLGY), 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
Technical Assistance (TA) Visits¹ (See Appendix A, Statement of Work, Section 2 for more details)	70%
Unique Program Elements (See Appendix A, Statement of Work, Section 3 for more details)	15%
Training (See Appendix A, Statement of Work, Section 8 for more details)	10%
Other (Admin, staff meetings, etc.)	5%

¹ Approximately 10 – 15% of TA visits may involve Product Replacement Program visits.

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 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.²
- 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
Jennifer Hayden	0.002	Program Administration
Arend Meijer	0.425	PPA Specialist
Wade Bessett	0.425	PPA Specialist

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.

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

- 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 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

Number of Total Visits	300
Target for Initial Visits (60% of Total)	180

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.³ 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

Technical Assistance Targets	Rationale for Selection
Whatcom County outside of the City of Bellingham	Defined area of legal jurisdictional authority
Businesses located within the MS4 NPDES boundary	The latest NPDES permit has added requirements for existing businesses located within the permit area to comply with stormwater BMPs. Many of these BMPs align with the PPA program goals and BMPs, and these businesses would likely benefit from a technical advisory visit.
Light manufacturing and metal fabrication shops	From the few PPA visits we have carried out at these types of businesses; it appears that they have had little regulatory oversight or assistance and would benefit from technical advisory visits.

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

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

The CONTRACTOR will conduct the unique program elements for their PPA program as outlined in Table 3.1, below.

Table 3.1: Unique Program Elements

Unique Program Element	Description	Deliverable(s)
All-Staff Planning Committee	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"> • Work with one or two other jurisdictions to plan 1 All-Staff Training Event (virtual or in-person) for the Fall 2025 PPA All-Staff. • With other committee members, determine a committee chair to schedule planning meetings, track tasks, and finalize the agenda. • Arrange for meeting logistics (venue, food, and beverage, if in person) and speakers. • 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.

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	75 Visits	All-Staff Planning Committee	Whatcom County, Light Manufacturing
January 1, 2026 – June 30, 2026	75 Visits		Whatcom County, metal fabrication shops
July 1, 2026 – December 31, 2026	75 Visits		Whatcom County, Whatcom County NPDES MS4 area
January 1, 2027 – June 30, 2027	75 Visits		Whatcom County, Whatcom County NPDES MS4 area

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	
Attendance Requirement: 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
Attendance Requirement: 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 businesses 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) and Andy Maher (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	July 31, 2026*
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	July 30, 2027*
* - 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		\$148,500.00
Benefits		\$90,000.00
Subcontracts		\$0.00
Goods & Services (see Table A Below)		\$1,000.00
Equipment (see Table B Below)		\$0.00
Travel & Training		\$5,000.00
Small Change Voucher Program (See Section XI)		\$2,500.00
Subtotal Direct Costs		\$247,000.00
Indirect Costs*	Rate (25%)	25%
	Indirect Amount	\$61,750.00
Total Award		\$308,750.00

*☒ **Applied to All Categories**

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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