



CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Environmental Services / Clean Water Division

DATE: November 17, 2015

REQUESTED ACTION: These actions are being submitted for ratification, authorizing the Acting County Manager to submit an application to the State of Washington, Department of Ecology (Ecology), for funding of the Clean Water Division's Local Source Control Program; approval to fund existing 2.0 FTE to staff the program; and approval for the Environmental Services Director to sign proposal, contract, and amendments. Remuneration under this contract is \$405,000 over an 18-month period.

Consent Hearing County Manager

BACKGROUND

Ecology will work with Environmental Services/Clean Water Division to implement a Local Source Control (LSC) program focusing on technical assistance to target businesses that generate wastes with the potential to pollute stormwater. The goal is to educate businesses on best management practices and to properly manage materials and store and dispose of hazardous wastes to prevent pollution to Clark County's surface waters, groundwater and municipal separate storm sewer system.

Clean Water Division's education, outreach and inspection efforts will be focused in the unincorporated area of Clark County to prevent pollution. This effort complies and supports the county's efforts with the NPDES Phase I permit requirements.

The work under this effort will also be coordinated with Clark County Public Health, who will be separately funded and focus their efforts on businesses located within Clark County's municipalities.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

Environmental Services, Clean Water Division will implement a community outreach plan that will include direct contacts with businesses. The plans will include direct contacts with businesses via new and existing Clean Water publications, business site visits and inspections, email and letters.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

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y.n*

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

There are no financial match requirements from the county to receive this money.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
4420/Dept of Ecology Local Source Control grant funding		270,000		135,000		
Total		270,000		135,000		

II. A – Describe the type of revenue (grant, fees, etc.)

This funding will provide \$405,000.00 from the Department of Ecology to the Clean Water Fund (4420) for Local Source Control Program work that is a requirement under the NPDES Phase I Permit.

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
4420 / Clean Water Division	2.0		270,000		135,000		
Total	0.60		270,000		135,000		

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits		237,129		118,564		
Contractual						
Supplies		25,538		12,770		
Travel		7,333		3,666		
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		270,000		135,000		

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CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Environmental Services / Clean Water Division

DATE: November 5, 2015

REQUESTED ACTION:

Request County Manager approval to submit an application to the State of Washington, Department of Ecology (Ecology), for funding of the Clean Water Division's Local Source Control Program; approval to fund existing 2.0 FTE to staff the program; and approval for the Environmental Services Director to sign proposal, contract, and amendments. Remuneration under this contract is \$405,000 over an 18-month period.

Consent Hearing County Manager

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BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A. – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

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2015-2017 Biennial Contract

Appendix A, Statement of Work Clark County-Environmental Services, Clean Water Program

I. Introduction

This appendix provides the 'Statement of Work' in support of the 2015-2017 biennial contract for the Local Source Control (LSC) Partnership, which is overseen by the Washington Department of Ecology (Ecology) Hazardous Waste and Toxics Reduction Program.

The goal of the LSC Partnership is to provide hands-on pollution prevention advice and regulatory assistance to businesses and other organizations that generate small quantities of dangerous waste. By helping business owners do their part, we also help prevent polluted runoff from damaging Washington's waterways.

The LSC work is expected to fall within these general proportions:

- 70-75% technical assistance visits (see Sections III and IV)
- 15-20% unique program elements (see Section II)
- 10% networking/training (see Section V)

Key staff and their roles are identified in Table 1.

Table 1: Key Staff

Staff Name	Est. FTE	Role
Bob Patterson, Env. Outreach Specialist - Senior	0.95	Source Control Specialist
Cary Armstrong, Env. Operations Specialist	0.35	Source Control Specialist
Bob Patterson, Env. Outreach Specialist - Senior	0.05	Green Business Program
Tamra Carroll, OA II	0.25	Database / Support
Bobbi Trusty, OA III	0.1	Billing / IT / Support
Rod Swanson, Program Manager II	0.05	Supervisor
Jane Kleiner, Program Coordinator II	0.1	Education and Outreach
Clark County Staff - TBD	0.1	IT Support
Henry Schattenkerk – Eng. Technician Assistant	0.05	Stormwater Asset Mapping

Unique Program Elements

The contractor proposes unique elements for the LSC program, outlined in Table 2.

Table 2: Unique Program Elements

Program Element	Deliverable(s)	Timeframe
Source Control Program for Existing Development – NPDES, Phase 1 Permittee	Program implementation to reduce and control the discharge of pollutants from a minimum of 20% of the potentially pollutant	Annually

When unable to resolve high priority environmental issues, the LSC Specialists are to follow Ecology's referral policy, outlined in the 'LSC Referral Sheets' (available on the LSC SharePoint site, updated 6/30/2015).

In addition, Ecology may direct a portion of technical assistance visits toward specific priority sources or contaminants.

Visit Guidance

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

- Coordinate with respective Ecology Regional Offices to ensure that:
 - Business is not a Medium or Large Quantity (dangerous waste) Generator
 - Business is not currently being visited by other Source Control or Urban Waters staff
- Research site and issues prior to the visit using a combination of data sources
- Provide technical assistance on waste and toxics reduction, storage, disposal, spill prevention, and pollution prevention
- Provide written follow-up via correspondence or e-mail to document the results of an initial site visit
- Coordinate and collaborate with Ecology technical staff and other partner agencies when developing technical assistance messages and outreach materials
- Coordinate, when applicable, with fire marshal, code enforcement, stormwater, wastewater treatment, and moderate risk waste staff
- When complaints arise from hazardous waste generators, coordinate with local jurisdictions and Ecology Regional Offices in a timely manner (i.e., within one week)
- Encourage businesses to participate in local green business programs, such as the EnviroStars business certification program (<http://envirostars.org/>) and the Clark County Green Business Program (<http://www.clarkgreenbiz.com/>)

When unique outreach or educational materials are developed by your jurisdiction, provide to Ecology within 30 days of completion of the piece.

III. LSC Checklist & Database

Information gathered during technical assistance visits must align with the LSC checklist (v4.0.3, dated 12/18/2012) and be entered into the LSC database, which is managed and maintained by Ecology. The following guidance applies to all technical assistance visits, unless otherwise discussed with Ecology:

- Complete a LSC checklist for each site visit and enter it into Ecology's LSC database within 15 work days of the visit for initial, return, or screening visits, or referrals to a regulatory agency
- Ensure that data entry is thorough, complete, and accurate
- Refer to the LSC database instructions, or contact Ecology support staff, for assistance with database entry and reporting
- Maintain the original checklist documents for purposes of public disclosure requests and as historic records, and in accordance with local and state public disclosure laws

IV. Training

Ecology provides training to LSC partners to ensure that new staff are properly trained and supported, and that experienced staff are exposed to new information and have opportunities to share their expertise for the benefit of the LSC Partnership. The following types of training are provided, and Table 5 contains an annual training schedule.

New Staff Mentoring and Training

New LSC Specialists are provided a variety of training support from Ecology staff and from experienced LSC Specialists, as assigned by Ecology. Details of the trainings, briefly outlined below, are available in the LSC SharePoint 'New Specialists' tab.

1. SharePoint 'New Specialists' Resources

The LSC SharePoint site contains a presentation and self-test for new LSC Specialists. A new hire should complete the self-test and presentation review within the first two weeks of work as a LSC Specialist.

2. Field Mentoring & Training Review

Ecology will assign an experienced LSC Specialist as a mentor to provide field training and support to a new hire; this will be set-up within the first two weeks of work for the new hire.

Field mentoring will involve a series of accompanied field visits designed by the mentor and Ecology staff to support the needs of the new hire. This training will generally take place over three months. When the mentor and new hire deem they are ready, an Ecology staff will administer a field training/test. This will involve the new hire and Ecology staff spending a day conducting technical assistance visits, and reviewing specific information on hazardous and dangerous wastes, other types of wastes, spills prevention, storm water pollution prevention, and hazard / toxics reduction opportunities.

Ecology staff, along with the mentor, will determine when field training is complete and the new LSC Specialist is ready to conduct technical assistance visits on their own.

3. In-person New Staff Training

A New Staff in-person training will be offered the second Wednesday and Thursday in December. This training will be planned and conducted by Ecology staff and experienced LSC Specialists.

Topics for the in-person training may include the following:

- SharePoint Orientation
- Checklist & Database Basics
- Waste & Stormwater Overviews
- Technical Assistance Visits
- Health & Safety
- Toxics Reduction Opportunities
- Customer Service
- LSC Internal Resources

In-person Trainings

The In-person Trainings will be planned and conducted by teams of three to four LSC Specialists from at least two to three LSC partners. Training topics are intended to help new LSC staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. Ecology staff will help define and schedule the teams, review agendas, and provide support for planning and logistics.

Appendix A, Statement of Work
Clark County-Environmental Services, Clean Water Program

Date: 11/12/15

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- Key personnel changes (staff leaving, new hires, etc.)
 - Any potential program, contract, or small business client problems and resolutions
 - Initiation of or changes to a subcontract

VI. Invoicing

Invoice (billing) procedures are outlined in the Interagency Agreement (IAA), to which this document is an appendix (see IAA Section 4). In addition to directions in the IAA, the following information is provided:

- Support documents may be submitted on a CD rather than as a paper copy.
- Quarterly invoicing will follow the schedule in Table 6.

Table 6: Invoicing Schedule

Quarter	Months	Due Date
1	January, February, March 2016	May 10, 2016
2	April, May, June 2016	August 10, 2016
3	July, August, September 2016	November 10, 2016
4	October, November, December 2016	February 10, 2017
5	January, February, March 2017	May 10, 2017
6	April, May, June 2017	August 10, 2017

**APPENDIX B
INVOICE & BUDGET DETAIL**

Department of Ecology - Local Source Control Partnership *(updated 10/2015)*

Contractor:	Clark County-Environmental Services		IAA No:		
Current Invoice Period: Qtr/YR:			Invoice No:		
	Current Invoice	Total Cumulative Invoices to-date*	Proposed Budget 2015-17	Remaining Budget	notes
Salaries			240,240.38	240,240.38	
Benefits			115,452.44	115,452.44	
Subcontracts			20,000.00	20,000.00	
Goods & Services			15,000.00	15,000.00	
Equipment			5,000.00	5,000.00	
Travel / Training			10,000.00	10,000.00	
Subtotal Direct Costs	0.00	0.00	405,692.81	405,692.81	
Indirect Costs (@ Rate ____%)				0.00	
Total Costs	\$ -	\$ -	\$ 405,692.81	\$ 405,692.81	

*Total Cumulative includes current invoice amounts

Staff Name / Expense Description <i>(attach copy of internal record reflecting all staff paid through contract & copy of each invoice paid)</i>	Salaries	Benefits	Subcontracts	Goods & Services	Equipment	Travel / Training	Indirect Costs
Subtotals	0	0	0	0	0	0	0
Total = Current Invoice	\$ -						



DEPARTMENT OF
ECOLOGY
State of Washington
IAA No.

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

<JURISDICTION>

THIS INTERAGENCY AGREEMENT is made and entered into by and between the STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY, hereinafter referred to as "ECOLOGY," and the <JURISDICTION> hereinafter referred to as the "CONTRACTOR," pursuant to the authority granted by Chapter 39.34 RCW. State funding is from the Environmental Legacy Stewardship Account (ELSA), part of the Model Toxics Control Act (MTCA) (RCW 70.105d).

IT IS THE PURPOSE OF THIS AGREEMENT to provide funding for the CONTRACTOR to hire "Local Source Control" (LSC) specialist(s) who will provide technical assistance and education outreach to small businesses in an effort to prevent pollution of waters of the state. The LSC specialist will make referrals to ECOLOGY as needed, and report measurable environmental results.

THEREFORE, IT IS MUTUALLY AGREED THAT:

The CONTRACTOR will conduct multimedia source control site visits and pollution prevention activities to Small Quantity Generators (SQG) of dangerous and/or hazardous waste and other businesses and organizations that may have potential to pollute stormwater. The site visits and pollution prevention activities will be designed to reduce or eliminate hazardous waste and pollutants at the source.

ECOLOGY, with a LSC Program Coordinator, will coordinate this partnership and support collaborative efforts to protect and restore Puget Sound and the Spokane River Watershed.

1) STATEMENT OF WORK

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

Subject to its other provisions, the period of performance of this IAA shall commence on **xxx**, or date of final signature, whichever comes later, and be completed by **June 30, 2017**, unless terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

12) 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 written amendments to this Agreement.
- c. This Agreement.
- d. Statement of Work and Budget.
- e. Any other provisions of this Agreement, including materials incorporated by reference.

13) 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 records 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 material relevant to this Agreement will be retained for six years after expiration and 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.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

14) RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 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, register, and the ability to transfer these rights.

15) 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.

16) 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 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

17) TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon thirty (30) days' 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.

18) 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 writing signed by an authorized representative of the party and attached to the original Agreement.

19) AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The ECOLOGY Representative is:	The CONTRACTOR Representative is:
Name: Jane Dewell, HWTR Address: PO Box 47600 Olympia, WA 98504-7600 Phone: (360) 470-6850 Email: jane.dewel@ecy.wa.gov Fax: (360) 407-6715	Name: Address: Phone: Email: Fax:

20) 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.