

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Works / Clean Water Division

DATE: May 9, 2017

REQUESTED ACTION: Approve a grant application to the Washington State Department of Ecology for Clean Water's Local Source Control Program and authorize the Public Works Director to sign the proposal, grant contract and amendments.

Consent Hearing County Manager

PUBLIC WORKS GOALS:

- Provide a safe, efficient transportation system
- Support a vibrant system of parks and natural areas while preserving the environment
- Continue responsible stewardship of public funds
- Increase partnerships and foster an engaged, informed community
- Empower a skilled, responsive workforce
- Make Public Works a great place to work

BACKGROUND

Ecology will work with Public Works/Clean Water Division to implement a Local Source Control program focusing on technical assistance and outreach to businesses that generate wastes with the potential to pollute stormwater.

The goal is to educate businesses on best management practices to properly manage materials and store and dispose of hazardous waste to reduce pollution to Clark County's surface waters, groundwater and stormwater entering the county storm sewer system.

The 2016-2017 Local Source Control grant was awarded to Clark County in late 2015. Clark County is seeking a \$400,000 state grant over a 24-month period, July 2017 to June 2019, to continue that revenue stream. The due date to return the application packet is May 12, 2017.

Clean Water's education, outreach and inspection efforts will focus on the unincorporated area of Clark County. This effort meets several National Pollutant Discharge Elimination System Phase I permit requirements, including business inspections, follow-up inspections, technical assistance and site inventory, as well as providing stormwater protection information to businesses.

The work under this effort will be coordinated with Clark County Public Health, which will be separately funded and will focus its efforts on businesses in Clark County cities.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

PW17-056

mgp
ok

COMMUNITY OUTREACH

The Clean Water Division will implement a community outreach plan that will include direct contact with businesses using new and existing Clean Water publications, site visits and inspections, emails and letters.

BUDGET IMPLICATIONS


YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	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.


BUDGET DETAILS


Local Fund Dollar Amount	N/A
Grant Fund Dollar Amount	\$400,000 (estimated)
Account	4420
Company Name	Ecology, Local Source Control

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>


 Dean Boening
 Manager, Clean Water Division

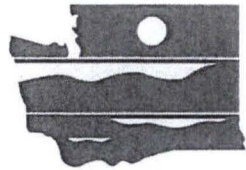

 Heath Henderson
 Director, Public Works

APPROVED: 
 CLARK COUNTY, WASHINGTON
 BOARD OF COUNTY COUNCILORS
 DATE: May 9, 2017
 SR# SR 103-17



APPROVED: _____
 Mark McCauley, County Manager

DATE: _____



DEPARTMENT OF
ECOLOGY
State of Washington

IAA No. C1600104

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

**CLARK COUNTY ENVIRONMENTAL SERVICES
CLEAN WATER DIVISION**

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 CLARK COUNTY ENVIRONMENTAL SERVICES, CLEAN WATER DIVISION, hereinafter referred to as the "CONTRACTOR," pursuant to the authority granted by Chapter 39.34 RCW.

THE PURPOSE OF THIS AGREEMENT is 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.

WHEREAS, the source of funds for this IAA is State funding from the Environmental Legacy Stewardship Account (ELSA), part of the Model Toxics Control Act (MTCA) (RCW 70.105d).

THEREFORE, IT IS MUTUALLY AGREED THAT:

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, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this IAA shall commence on **January 1, 2016**, 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.

3) COMPENSATION

The source of funds for this IAA is State funding from the Environmental Legacy Stewardship Account (ELSA), part of the Model Toxics Control Act (MTCA) (RCW 70.105d). Compensation for the work

State of Washington, Department of Ecology
IAA No. C1600104
Clark County Environmental Services, Clean Water Division

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 contract, in which payment is based on the successful completion of expected deliverables.

The parties have determined that the cost of accomplishing the work identified herein will not exceed **\$405,125.87**. 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 and Appendix B, Invoice & Budget Detail. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

Travel expenses for state and federally funded partners (meals, lodging, mileage) will be reimbursed according to current state rates at the time of travel (see: <http://www.ofm.wa.gov/resources/travel.asp>). Any purchases of travel, equipment or goods and services over \$1,000.00 must be pre-approved by the LSC Program Coordinator.

Indirect is 22.4%, which is applied to total Salaries and Benefits. Indicate the applicable rate on Appendix B, Invoice & Budget Detail, when submitting your payment request.

ECOLOGY recognizes annual adjustment to indirect rates. CONTRACTOR is required to notify the LSC Program Coordinator of any changes and indicate the rate using attached Appendix B as a template for supporting documentation. Changes in indirect rate shall be by amendment.

4) BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A with completed Appendix B template and other supporting documentation. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related fees. Each invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Payment will be made within thirty (30) days of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Invoices are to be sent to:

State of Washington Department of Ecology Attn: Peggy Morgan, HWTR Program P.O. Box 47600 Olympia, WA 98504-7600
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Payment requests may be submitted on a **quarterly** basis or at the completion of the work. 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 issued through Washington State's Department of Enterprise Services Statewide Payee Desk. To receive payment you must be registered as a state-wide vendor. To register submit a state-wide vendor registration form and an IRS W-9 form at website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.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 contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

8) CONFORMANCE

If any provision of this contract 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.

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 in 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.
- d. Statement of Work and Budget.
- e. Any other provisions of this Agreement, including materials incorporated by reference.

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 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 of this Agreement 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 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 "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.

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

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 subcontractor requirements and reporting.

Prior to performance, all subcontractor 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. Provide such information to ECOLOGY's agreement manager.

19) 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.

20) 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.

21) 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.

22) 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: Peggy Morgan, HWTR Address: PO Box 47600 Olympia, WA 98504-7600 Phone: (360) 407-6739 Email: pmor461@ecy.wa.gov Fax: (360) 407-6715	Name: Don Benton, Director Env. Services Address: 1300 Franklin Street, Suite 150 PO Box 9810 Vancouver, WA 98666-9810 Phone: 360-397-2121 x5358 Email: Don.Benton@clark.wa.gov Fax: 360-397-2062

23) 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 hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

**State of Washington
Department of Ecology**

**Clark County Environmental Services
Clean Water Program**

By: Polly Zehm 12/30/15
Signature Date

By: Don Benton 12-18-15
Signature Date

Polly Zehm

Don Benton

Deputy Director

Director

Approved as to form:
Attorney General's Office

**Appendix A, Statement of Work IAA # C1600104
Clark County Environmental Services, Clean Water Division**

2015-2017 Biennial Contract

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 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, the Spokane River, and the Lower Columbia River Watersheds.

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	0.40	Source Control Specialist
Bob Patterson, Env. Outreach Specialist - Senior	0.05	Green Business Program
Tamra Carroll, OA II	0.1	Database / Support
Bobbi Trusty, OA III	0.05	Billing / IT / Support
Rod Swanson, Program Manager II	0.05	Supervisor
Jane Kleiner, Program Coordinator II	0.1	Education and Outreach
Henry Schattenkerk – Eng. Technician Assistant	0.05	Stormwater Asset Mapping

II. Unique Program Elements

Contractor unique elements for the LSC program are outlined in Table 2.

Table 2: Unique Program Elements

Program Element	Deliverable(s)	Timeframe
Source Control Program for Existing Development – National Pollutant Discharge Elimination System (NPDES), Phase 1 Permittee	Program implementation to reduce and control the discharge of pollutants from a minimum of 20% of the potentially pollutant generating businesses operating within unincorporated Clark County	Annually
Database App – Field Testing	Adapt and implement field tablet application for LSC database. Time commitment and system requirements: TBD	Contract Period
Clark County Green Business Program	Utilize the Source Control visit/inspection to promote greener business practices, waste designation, toxics reduction and improved waste management, and to recognize green business leaders for their actions.	Contract Period
Oil- Water Separator Enhancement Project	Reduce and control the discharge of oily wastes and pollutants from new and established oil-water separators. Identify, inspect and inventory all oil-water separators in unincorporated Clark County for use, maintenance, failures and effectiveness for pollution prevention.	2016
Dynamic Mobile Business Inventory and Prioritization	The source control visit/inspection provides the opportunity to compile current information on the use and operation of mobile businesses. For the purposes of education, outreach and inspection, a developing mobile business inventory will provide for better identification, control and reduction of discharges and pollution from mobile businesses that include but are not limited to: carpet cleaners, pressure washers, hood cleaners, painters, landscape maintenance, auto detailers and other itinerant businesses.	Contract Period
Pilot Monitoring Support	Clark County, Environmental Services will participate in the development and implementation of the Ecology Environmental Assessment Program’s pilot monitoring protocol to better measure program effectiveness for the local source control program.	Contract Period

III. Technical Assistance Visits

The contractor will conduct technical assistance visits to small generators of dangerous wastes, and to businesses or organizations that have the potential to pollute stormwater. Depending upon a jurisdiction's conditions, approximately 60% of the visits will be initial (i.e., small businesses or organizations that have never been visited, or have not received a LSC visit within two or more years). The balance of visits will be return visits to resolve high priority environmental issues; see Table 3.

Table 3: Technical Assistance Visits

Visit Type	Number
Initial Visits	288
Follow-up/Return Visits	192
Total Visits	480

Business sectors, organizations, waste streams, and/or regions that will provide a focus for the technical assistance visits are listed in Table 4.

Table 4: Technical Assistance Targets

Target	Rationale	Timeframe
Mobile Businesses that clean and wash	Stop the discharge of waste waters to MS4	2016-2017
Conditionally-exempt small quantity generator (SQG's)	Waste Designation and pollution prevention	2016-2017
20% of all Businesses operating in unincorporated Clark County	NPDES Phase 1 Permit Requirement. Clark County originally estimated its permit business population through commercial property types identified by Clark County Geographic Information System (GIS). Source control visits and inspections to businesses started in 2008 on a watershed by watershed approach. In 2014 we confirmed about 2,000 businesses in our permit area with 100% of our permit area businesses visited. We currently estimate that 20% of the inventory to be 400 businesses and target that number as our annual goal. Adding mobile businesses to that inventory will increase the overall number of businesses we visit annually.	Annually
Uncovered material storage in 55 gallon drums	Insure the proper storage and containerization of wastes and materials that may not be under a roof or canopy. Plastic lid and drum cover promotion for uncovered drums that may store materials like waste cooking oil, used oil filters and other potential pollutants. A	2016-2017

Target	Rationale	Timeframe
	plastic lid with a message to protect stormwater and prevent pollution.	
Identify, inspect and inventory all oil-water separators in unincorporated Clark County for their use, maintenance, failure rate, design and effectiveness for pollution prevention	Stop and control the discharges of wastewater to the County's MS4.	2016-2017

High Priority Environmental Issues

The following are Ecology's nine high priority environmental issues. When found to be non-compliant to these issues, a return visit to a business is justified. Return visits for other issues are at the discretion of the jurisdiction.

- **Hazardous Waste**
 1. Properly designate waste
 2. Properly dispose of waste
 3. Properly store products/wastes
 4. Repair or replace degraded open chemical containers
- **Stormwater**
 5. Correct illegal plumbing connection
 6. Halt discharges of process wastewaters to storm drain
 7. Properly store containerized materials
 8. Properly store non-containerized materials
 9. Clean and eliminate leaks and spills from storage areas

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 a copy of such materials to Ecology within 30 days of completion of the piece.

IV. 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

V. 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 shall 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 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 for all staff 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.

Schedule: Held the second Wednesday in September, March and June, these are typically scheduled between 9 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions that need the extra time to attend the trainings.

Attendance Requirement: Mandatory for at least one LSC Specialist who is responsible for disseminating information back to the LSC Specialists from that jurisdiction; LSC managers are welcome but not required to attend. Ecology staff must approve absences (non-emergency) at least two weeks prior. No training substitutions (i.e., HAZWOPER, conferences) are allowed for the in-person Training.

WebEx Trainings

Ecology will plan and conduct WebEx trainings during the months that do not have In-person Trainings. These sessions are intended to expose LSC Specialists to new information or technical topics relevant to their work. Suggestions on topics and speakers are welcomed from LSC partners.

Schedule: These are one and a half hour sessions, held on a second Wednesday of the month, except during the months when In-person Trainings are held. Up to six WebEx Trainings will be scheduled each year.

Attendance Requirement: Mandatory for at least one LSC Specialist from each partner to attend at least four of the six WebEx Trainings each year.

Another type of training that is relevant to LSC specialists' work may be substituted for up to two of the six WebEx Trainings. Notification of the substitution must be provided to Ecology at least two weeks in advance of the WebEx Training.

Table 5: Annual Training Schedule (beginning January 1, 2016)

January	February	March	April
No LSC training	2 nd Wed, WebEx	2 nd Wed, In-person	2 nd Wed, WebEx
May	June	July	August
2 nd Wed, WebEx	2 nd Wed, In-person	No LSC training	2 nd Wed, WebEx
September	October	November	December
2 nd or 3 rd Wed, In-person (due to school schedules)	2 nd Wed, WebEx	2 nd or 3 rd Wed, WebEx (due to Veterans' Day)	2 nd Wed & Thurs, New Staff In-person

VI. Reporting and Contract Changes

An annual report, briefly summarizing contract status (e.g., site visits, unique elements, budget) and providing information on shortfalls shall be provided to Ecology by July 31, 2016 and July 31, 2017. The report shall include two to three 'case studies' of a business or organization that benefitted from the LSC site visits or education/outreach, with a few photos of the business or activities.

Any of the following changes shall be reported to the LSC Program Coordinator within 10 business days:

- 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

VII. 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, Clean Water Division		IAA No: C1600104			
Current Invoice Period: Qtr/YR:		Invoice No:			
	Current Invoice	Total Cumulative Invoices to-date*	Proposed Budget 2015-17	Remaining Budget	notes
Salaries			213,241.35	213,241.35	
Benefits			100,588.50	100,588.50	
Subcontracts			0.00	0.00	
Goods & Services			6,000.00	6,000.00	
Equipment			5,000.00	5,000.00	
Travel / Training			10,000.00	10,000.00	
Subtotal Direct Costs	0.00	0.00	334,829.85	334,829.85	
Indirect Costs (@ Rate 22.4%)			70,296.02	70,296.02	Indirect is calculated on total sal & ben
Total Costs	\$ -	\$ -	\$ 405,125.87	\$ 405,125.87	

*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	\$ -						

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 XXX 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

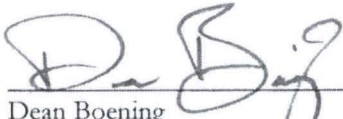
YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement.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

BUDGET DETAILS

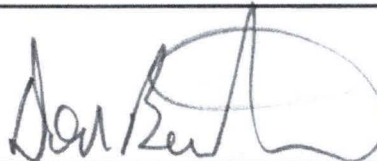
Local Fund Dollar Amount	
Grant Fund Dollar Amount	\$405,000
Account	4420
Company Name	Ecology, Local Source Control

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Dean Boening
Manager, Clean Water Division



Don Benton
Director, Environmental Services



APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: _____
Mark McCauley, Acting County Manager

DATE: _____

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

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.)

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		