



**CLARK COUNTY
STAFF REPORT**

DEPARTMENT/DIVISION: Department of Public Works / Transportation and Asset Management Division

DATE: January 14, 2014

REQUEST: Authorization for the Director of Public Works to sign a contract with the Northwest Regional Training Center for providing safety and compliance training services for the year 2014. It is also requested that the Director of Public Works be authorized to sign one year extension agreements for a period not to exceed five (5) years, including increases in the number of staff trained and up to a 10 percent increase in the per person annual charge.

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems within Clark County
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a desirable quality of life
- Improve environmental stewardship and protection of natural resources
- Increase partnerships and foster an engaged, informed community
- Make Public Works a great place to work

BACKGROUND: Since September 2002, Clark County Public Works has had an inter-agency cooperation agreement with the Northwest Regional Training Center (NWRTC) to provide safety and compliance training for Public Works employees in accordance with Washington State Labor and Industries requirements. NWRTC has provided this service to the satisfaction of Public Works and Public Works desires to enter into a new agreement with NWRTC to provide similar services for up to five years.

A staff report was previously approved in 2012, but the number of staff being trained at NWRTC has increased from 138 to 174 in 2014, which increases the total contract amount for this year to \$29,232. The per-person annual charge has remained the same at \$168.

COMMUNITY OUTREACH: None.

BUDGET AND POLICY IMPLICATIONS: The 2014 contract with NWRTC for services to Clark County Public Works shall not exceed \$29,232. There are sufficient monies budgeted in the approved 2013/2014 biennial budget to fund this amount.

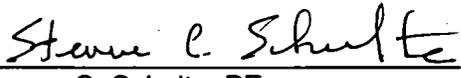
FISCAL IMPACTS: Yes (See Attached Fiscal Impacts Form) No

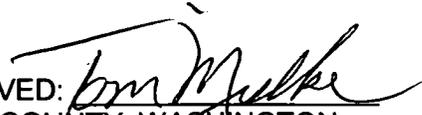
ACTION REQUESTED: It is requested that the Board of County Commissioners authorize the Director of Public Works to sign the attached contract for services with NWRTC to provide safety and compliance training for 2014. It is further requested that the Director of Public Works be authorized to sign one year extensions for a period not to exceed five (5) years, including increases in the number of staff trained and up to a 10 percent increase in the per person annual charge.

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PW14-002

DISTRIBUTION: Please provide a copy of the approved staff report to the Department of Public Works/Administration.


Steven C. Schulte, PE
Transportation & Asset Management
Manager

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS


Heath Henderson, P.E.
Interim Public Works Director/County Engineer

January 14, 2014
SR 1314

aj
C: Brian Loos, Steve Schulte, PW Central Files

PW 14-002

FISCAL 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.

This request is to contract with the Northwest Regional Training Center (NWRTC) to provide safety and compliance training services for our Public Works staff for the 2014 calendar year. There is sufficient budget in Public Works to accommodate the expense of \$29,232.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	Road Fund	Total	Road Fund	Total	Road Fund	Total
1012/Road Fund	\$29,232	\$29,232				
Total:	\$29,232	\$29,232	\$0	\$0	\$0	\$0

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

Current road fund balance will be used for this expense.

Part III: Estimated Expenditures

III.A - Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		Road Fund	Total	Road Fund	Total	Road Fund	Total
1012 / Road Fund	0	\$29,232	\$29,232				
Total:		\$29,232	\$29,232	\$0	\$0	\$0	\$0

III.B = Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	Road Fund	Total	Road Fund	Total	Road Fund	Total
Salary/Benefits						
Contractual	\$29,232	\$29,232				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total:	\$29,232	\$29,232	\$0	\$0	\$0	\$0

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CONTRACT FOR SERVICES

SAFETY AND COMPLIANCE PROGRAM

The Northwest Regional Training Center (Training Center), under the direction of Clark County Fire District 5, and Clark County (County) hereby agree to the following program for calendar year 2014.

A. Services to be Provided – The Training Center shall provide Environmental Health and Safety training to County employees as follows:

1. Classroom Instruction and Training – The Training Center will make available to County employees classroom instruction and training in all OSHA and WISHA required areas, as outlined in Appendix B. This training may occur at the Training Center facilities or at another site designated by the County, as agreed upon by the Safety Program Manager and the County. The Training Center will provide the County with each instructor's qualifications to instruct the class. On classes marked with an asterisk (Appendix B) the Training Center will work with the County to determine specific County training needs in this area.
2. Maintenance of all Training Records – The Training Center will maintain a database of all training that is conducted for the County. Reports showing all training conducted year-to-date will be provided to the County monthly. These reports will identify each employee's training records in each area where training is required. The Training Center will also keep a hardcopy roster, class agenda, and instructor qualification for each training class that the Training Center provides for the County.
3. Notification and Scheduling of Training Classes – The Training Center will provide the County with notification of classes to be conducted. This information will be provided by the fifteenth of the month prior to the upcoming quarter. For example, the County will be notified by March 15 of classes to be provided during April, May, and June. The Training Center will work with the County on individually scheduling classes marked with an asterisk (Appendix B).
4. Assistance with Labor and Industries and Other Audits – Training Center personnel will be available to assist the County with all records and information associated with training conducted by the Training Center. This will include copies of class rosters, training curriculum, and competency records (if needed). The Training Center shall be able to provide the County with requested records with three (3) working days of the request.

B. Responsibilities of the County – The County shall be responsible for the following:

1. Listing of Employees by Division - The County shall provide the Training Center with a roster of employees who will need training, broken down by division.
2. Assistance in Determining Required Training – The County shall work with the Safety Program Manager in determining what type of training is needed for

personnel in each division.

3. Notification of Intent to Attend Classes – At least 7 calendar days prior to a class being conducted, the County shall notify the Training Center of any employees who will be attending the scheduled class.
4. Promptly Pay Training Center Invoices – Appendix A includes the annual 2014 charges which the County is agreeing to pay. The Training Center will bill the County in the months of January, April, July, and October. These billings will be for the current quarter, and will be due upon receipt.

C. Additional Training

The classes provided under this agreement are listed in Appendix B. The County may participate in other classes offered by the Training Center, however, they will pay the same rate for such classes as other customers.

- D. **Liability** – Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel and to save and hold the other parties, including their respective employees and officials, harmless from all costs, expenses, losses and damages, including the cost of defense, incurred as a result of any acts or omissions of the parties' employees relating to the performance of this agreement.
- E. **Modification of This Agreement** – This agreement may be modified only with the consent of both parties. To that end, the Training Center shall convene no less than one meeting each calendar year in order to solicit feedback from the County on how services could be modified and/or improved.
- F. **Termination of This Agreement** – Either party may terminate their participation in this agreement by providing 90 days' notice of their intent to withdraw. In the event the Training Center is unable to provide services as outlined in this agreement, the County shall be reimbursed for any services paid for but not yet received.

EXECUTED on _____, 2014

FIRE DISTRICT 5 – NORTHWEST REGIONAL TRAINING CENTER

By: 
_____ **David Vial, District Administrator**

CLARK COUNTY

Approved as to Form:

Deputy Prosecuting Attorney

By: _____
Heath Henderson, Interim Director of Public Works

APPENDIX A

For 2014 Clark County shall pay to the Training Center a total of **\$29,232.00**. This amount shall be paid in four quarterly installments of **\$7,308.00** each.

This is based on an employee count of **174** employees, representing a cost of approximately **\$168.00** per employee per year for all training outlined in Appendix B.

APPENDIX B

Training Courses Provided Under This Agreement

<u>Training Course Provided</u>	<u>Refresher</u>
Bloodborne Pathogens	Annual
Fall Protection & Aerial Platforms *	48 Months
Confined Space Training *	48 Months
Rigging *	48 Months
CPR/First Aid	24 Months
Defensive Driving	60 Months
Fire Extinguishers	Annual
Flagging & Traffic Control	36 Months
Forklift Truck *	36 Months
Emergency Response Awareness *	Annual
Emergency Response Operations *	Annual
Hearing Conservation/Audiometric Testing	Annual
Lockout/Tagout *	48 Months
Respirator Protection/Fit Testing *	Annual
Trenching & Shoring *	48 Months