

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Clean Water Division / Outreach and Education

DATE: February 27, 2018

REQUESTED ACTION: Approve Lower Columbia Fish Recovery Board – Clark County Clean Water Fund grant #17-02, Reducing Toxic Auto Leaks in Clark County

Consent Hearing County Manager

BACKGROUND

The Clean Water Division is a member of the Stormwater Partners of SW Washington, along with the cities of Battle Ground, Camas, Vancouver, and Washougal, and the Port of Vancouver.

The county is required to provide education and outreach on auto maintenance to residents as part of the County's National Pollution Discharge Elimination System permit (NPDES). Clark County currently meets the minimum requirement for this section of the permit.

This grant will fund the development of an outreach campaign focused on educating the public about the importance of fixing auto leaks for watershed health, encouraging them get leaks fixed and partnering with local auto repair shops. The project will utilize "Don't Drip and Drive", a social marketing campaign developed and tested in the Puget Sound, which will be customized for regional significance.

The County will contract with the Watershed Alliance of SW Washington to implement public-facing activities related to the project, including leak-check events and partnerships with auto repair shops. Developing this program with the Stormwater Partners will rekindle a partnership with a history of success and pave the way for public-private outreach partnerships in the future.

COUNCIL POLICY IMPLICATIONS

This proposal will not impact or require changes to existing policy. The county will manage the grant and work with the Watershed Alliance and Stormwater Partners under a professional services agreement and interlocal agreement respectively.

ADMINISTRATIVE POLICY IMPLICATIONS

This proposal supports the county's Stormwater Management Program to educate the public.

COMMUNITY OUTREACH

This grant is, by nature, a community outreach campaign. Community outreach is planned for:

- Residents
- Local auto shops
- Local businesses

PW18-036

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	\$5,000
Grant Fund Dollar Amount	\$93,710
Account	4420 Clean Water Fund
Company Name	BSCS

DISTRIBUTION:

Board staff will post all staff reports to Council Meetings www.clark.wa.gov/thegrid/

Attachments:




 Dean Boening
 Clean Water Division Manager



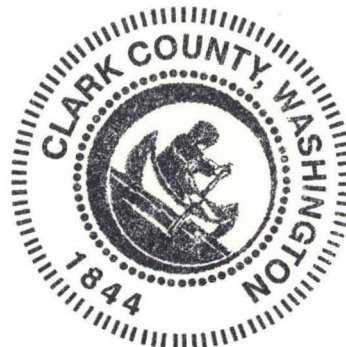
 Heath H. Henderson, PE
 Public Works Director/County Engineer

Primary Staff Contact: Jane Tesner Kleiner, ext.5267



APPROVED:
 CLARK COUNTY, WASHINGTON
 CLARK COUNTY COUNCILORS

DATE: 2-27th
 SR# 51-18



APPROVED: _____
 Jim Rumpeltes, Interim County Manager

DATE: _____

**LOWER COLUMBIA FISH RECOVERY BOARD
PROJECT AGREEMENT**

Project Name: Reducing Toxic Auto Leaks in Clark County **Project Number:** 17-02
Project Sponsor: Clark County **Vendor #:** 1834
Tax ID: 91-6001299

I. PARTIES TO THIS AGREEMENT

This Project Agreement (Agreement) is entered into between the Lower Columbia Fish Recovery Board (LCFRB), 2127 8th Avenue, Longview Washington, 98632 and Clark County (Sponsor) 1300 Franklin Street, Vancouver, WA 98660 and collectively referred to as the "parties".

II. PURPOSE OF THE AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Clark County Clean Water Restoration Fund, a dedicated general fund account. The grant is administered by the LCFRB to the Sponsor for the project named above per the director's authority granted in RCW 77.85.200.

III. PERIOD OF PERFORMANCE

The period of performance begins on January 15, 2018 (project start date) and ends on December 31, 2020 (project end date). No allowable costs incurred before or after this period are eligible for reimbursement unless specifically provided for by written amendment to this Agreement.

The Sponsor must request an extension of the period of performance at least 60 days before the project end date.

IV. PROJECT FUNDING

The total grant award provided by the LCFRB for this project shall not exceed \$93,710. The LCFRB shall not pay any amount beyond that approved for grant funding unless an additional amount has been approved in advance by the LCFRB administration and incorporated by written amendment into this Agreement. The Sponsor shall be responsible for all total project costs that exceed this amount. The matching share provided by the Sponsor shall be indicated below:

	Percent	Dollar Amount
Clark County Clean Water Restoration Fund – Local	67%	\$93,710
Sponsor Match	33%	\$46,886
Total	100%	\$140,593

The Sponsor agrees that funds received from the LCFRB can be expended for only public purposes and the Sponsor will keep identifiable financial and performance books and records of all funds received pursuant to this Agreement from the LCFRB detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

V. REIMBURSEMENT OF COSTS

Invoices including match documentation may be submitted monthly or quarterly by the fifteenth (15th) day of the month to the LCFRB for work completed. All invoices and documentation for match must be itemized to reflect the following:

- Tasks performed;
- Employee, secondary sponsor employee or subcontractor assigned to task performed;
- Employee, secondary sponsor employee or subcontractor rate of pay (which includes employer paid benefits and other indirect costs); and
- Date and duration of work performed.

The Sponsor is responsible for providing cost allocation documentation for all employer-paid benefits and overhead rates.

Mileage and other travel-related costs such as lodging, meals and parking shall be documented on reimbursement forms and include copies of receipts for all expenses.

An administrative fee for secondary sponsors and subcontractor services shall not be added to the cost of invoices.

If agreed to in advance, and, in writing by the LCFRB, the Sponsor may invoice the LCFRB for additional charges incurred in the event of an unanticipated increase in project-related taxes, fees or similar levies; or if project-related services, facilities or equipment must be modified to comply with new laws or regulations or changes to existing laws or regulations that become effective after execution of this Agreement.

VI. RETAINAGE HELD UNTIL PROJECT COMPLETE

The LCFRB reserves the right to withhold disbursement of up to ten percent (10%) of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:

- All approved or required activities outlined in the Agreement are done;
- A final project report is submitted and accepted by the LCFRB;
- Any other required documents are complete and submitted to the LCFRB;
- A final reimbursement request is submitted and accepted by the LCFRB;
- The completed project has been accepted by the LCFRB; and
- Fiscal transactions are complete.

VII. ADVANCE PAYMENTS

There shall be no advance payments made to the Sponsor. Compensation shall be provided on a cost reimbursement basis.

VIII. PROGRESS REPORTING

The Sponsor will provide written quarterly progress reports. The report will summarize activities completed during the quarter, the current status of all tasks and percent complete, and the task budget and percent spent to date. The report shall identify problems encountered, their impacts to the schedule and budget and corrective actions taken or planned. The LCFRB will provide a progress report template to be completed and emailed to the LCFRB administration.

Reimbursement payments will be delayed if progress reporting is not current.

IX. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the Sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and tasks report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the

Agreement, unless those terms are shown to be subject to an unintended error or omission. This Agreement as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the General Terms and Conditions.

X. AMENDMENTS MUST BE IN SIGNED WRITING

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by LCFRB administration, unless the consent of the Sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

Time extensions are up to the discretion of the LCFRB.

XI. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND LCFRB POLICIES

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, LCFRB published policies as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

XII. SPECIAL CONDITIONS

Vancouver Watersheds Council (VWC) is named as secondary sponsor for work performed under this contract. VWC staff will:

- Circulate information on agency websites, social media, paper ads, and in-person events;
- Recruit at least 15 auto repair shop partners;
- Maintain communication with auto repair shop partners;
- Procure leak check event materials;
- Recruit, train and coordinate volunteers and mechanics to run leak check events;
- Hold leak check events; and
- Collect and compile data on leaks found, and contacts made at leak check events.

Clark County is responsible for coordinating their work and reporting services to the LCFRB.

In documenting cost-share elements for volunteers, the Sponsor must provide dated event sign-in sheets with volunteers' signature indicating hours of service.

XIII. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact Dean Boening Clean Water Manager 1300 Franklin St. Vancouver WA 98666 dean.boening@clark.wa.gov	LCFRB Melody Tereski Program Manager 2127 8 th Ave Longview WA 98632 mtereski@lcfrib.gen.wa.us
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These addresses shall be effective until receipt by one party from the other of a written notice of any change.

XIV. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

XV. EFFECTIVE DATE

This Agreement shall be subject to the written approval of the LCFRB's authorized representative and shall not be effective and binding until the date signed by both the Sponsor and the LCFRB, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in *Section III. Period of Performance* are allowed only when this Agreement is fully executed and an original is received by the LCFRB.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Clark County
By: 

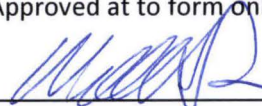
Date: 

Name: Marc Boldt
Title: County Council Chair

Lower Columbia Fish Recovery Board

By: _____
Steve Manlow
Executive Director

Date: _____

Approved at to form only:


Prosecuting Attorney, Clark County



GENERAL TERMS AND CONDITIONS TO THE PROJECT AGREEMENT

1. Performance by the Sponsor

The Sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the Sponsor's application, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the LCFRB. All submitted documents are incorporated by this reference as if fully set forth herein.

2. Assignment

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the LCFRB.

3. Responsibility for Project

While the LCFRB undertakes to assist the Sponsor with the project by providing a grant pursuant to this agreement, the project itself remains the sole responsibility of the Sponsor. The LCFRB undertakes no responsibilities to the Sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completing stewardship responsibilities.

4. Independent Capacity of the Sponsor

The Sponsor is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third party beneficiaries to this Agreement.

The parties intend that the Sponsor be an independent contractor, responsible for its own employer/employee benefits such as Workmen's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the Sponsor personal labor is not the essence of this Agreement; that the Sponsor will own and supply its own equipment necessary to perform this Agreement; that the Sponsor will employ its own employees; and, that except as to defining the work and setting the parameters of the work, the Sponsor shall be free from control or direction of the LCFRB over the performance of such services.

The Sponsor represents that it is capable of providing the services identified in the scope of work.

5. Equal Opportunity Employment.

The Sponsor shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

The Sponsor shall take affirmative action to ensure that employees are employed and treated during employment without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age, Vietnam Era veteran status, disabled veteran status or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or selection for training, including apprenticeships and volunteers.

The Sponsor shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

- (1) Deny an individual any services or other benefits provided under this Agreement.
- (2) Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this Agreement.
- (3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the Sponsor's facilities, or other benefits provided under this Agreement.
- (4) Deny any individual an opportunity to participate in any program provided by this Agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this Agreement. The Sponsor, in determining (a) the types of services or other benefits to be provided or (b) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (c) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

The Sponsor agrees to utilize minority-owned and women-owned businesses to the maximum extent possible in the servicing of this Agreement.

6. **Noncompliance with Nondiscrimination Plan.** In the event of the Sponsor's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Sponsor may be declared ineligible for further Agreements with the LCFRB. The LCFRB shall, however, give the Sponsor reasonable time to cure this noncompliance. Any dispute may be resolved with the "disputes" procedure set forth herein.
7. **Wage and Hour Compliance.** The Sponsor shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime etc., as now exists or is hereafter enacted during the term of this Agreement, and shall save the LCFRB harmless from all actions, claims, demands, and expenses arising out of the Sponsor's failure to so comply.
8. **Subcontracts.** The Sponsor may use the services of a sub-contractors to perform a portion of its obligations under this Agreement however there shall be no markup on charges presented for these services. Sub-contractors are obligated to comply with the invoicing and reimbursement policies set forth in this Agreement.
9. **Insurance.**
 - a. **Insurance of the Sponsor.** The Sponsor will maintain throughout the performance of this Agreement the following types and amounts of insurance:
 - i. Worker's Compensation and Employer's Liability Insurance as required by applicable state or federal law.
 - ii. Comprehensive Vehicle Liability Insurance covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of one million dollars and zero cents (\$1,000,000).
 - iii. Commercial General Liability Insurance covering claims for personal injury and property damage with combined single limits of one million dollars and zero cents (\$1,000,000).

- iv. Professional Liability (Errors and Omissions, on a claims-made basis) Insurance with limits of one million dollars and zero cents (\$1,000,000).
- v. The Sponsor agrees to provide the LCFRB with evidence of liability insurance naming the LCFRB as an additionally insured party with respect to ii and iii above.

b. **Interpretation.** Notwithstanding any other provision(s) in this Agreement, nothing shall be construed or enforced so as to void, negate or adversely affect any otherwise applicable insurance held by any party to this Agreement.

10. Mutual Indemnification. The Sponsor agrees to indemnify and hold harmless LCFRB and its employees from and against any and all loss, cost, damage, or expense of any kind and nature (including, without limitation, court costs, expenses, and reasonable attorneys' fees) arising out of injury to persons or damage to property (including, without limitation, property of LCFRB, the Sponsor, and their respective employees, agents, licensees, and representatives) in any manner caused by the negligent acts or omissions of the Sponsor in the performance of its work pursuant to or in connection with this Agreement to the extent of the Sponsor's proportionate negligence, if any.

As part of this indemnity Agreement, the Sponsor specifically agrees to assume potential liability for personal injury claims by its own employees that may arise during LCFRB's performance under this Agreement, and the Sponsor hereby waives its immunity from such claims under RCW Title 51.

LCFRB agrees to indemnify and hold harmless the Sponsor and its employees from and against any and all loss, cost, damage, or expense of any kind and nature (including without limitation, court costs, expenses and reasonable attorneys' fees) arising out of injury to person(s) or damage to property (including, without limitation, property of LCFRB, the Sponsor, and their respective employees, agents, licensees and representatives) in any manner caused by the negligent acts or omissions of LCFRB or other(s) with whom LCFRB contracts ("LCFRB's agents") to perform work pursuant to or in connection with this Agreement, to the extent of LCFRB's or LCFRB's agents proportionate negligence, if any.

As part of this indemnity Agreement, LCFRB specifically agrees to assume potential liability for personal injury claims by its own employees that may arise during the Sponsor's performance under this Agreement, and LCFRB hereby waives its immunity from such claims under RCW Title 51.

11. Interpretation. Releases from, indemnifications against, limitations on, and assumptions of liability and limitations on remedies expressed in this Agreement shall apply even in the event of breach of Agreement or warranty, fault, or tort including negligence, strict liability, statutory or any other cause of action (except for willful or reckless disregard of obligations) of the party released or indemnified, or whose liability is limited or assumed, or against whom remedies are limited. Party, as used herein, includes the named parties, their officers, employees, agents, subcontractors, and affiliates.

12. Limitation of Liability. Notwithstanding any other provision in this Agreement to the contrary, the Sponsor's liability hereunder shall be limited as follows: (a) for insured liabilities arising out of the Sponsor's negligence, to the amount of insurance coverage specified in Article 9 above; (b) for uninsured liabilities, to fifty percent (50%) of the fee earned by the Sponsor under this Agreement. In no event shall the Sponsor's liability exceed the aforementioned limits of liability.

Each party's liability for damages provided under this Agreement shall be limited to liability for direct damages and shall in no event include liability for the other party's or their respective agents or employees remote, punitive, consequential or indirect damages for lost profits, loss of use, lost opportunity, financing, interest expense, business interruption or productivity or production loss,

regardless of the breach of Agreement, breach of warranty, tort (including negligence), strict liability, or otherwise.

- 13. Data, Documents and Records.** The Sponsor shall be entitled to rely upon the accuracy and completeness of all data furnished by LCFRB to the Sponsor that is used by the Sponsor in providing services under this Agreement. All data, documents and records provided by the LCFRB shall be used and maintained solely for this project and shall be returned to the LCFRB at the completion of the Agreement. Data, documents and records provided by the LCFRB shall not be sold, transferred or used for any purpose other than completion of this project. The Sponsor shall have the right to retain one copy of such data for its permanent project records.
- 14. Ownership and Use of Documents and Electronic Media Deliverables.** All completed reports and other data or documents provided or prepared by the Sponsor in accordance with this Agreement are the property of LCFRB, and may be used by LCFRB. Ownership shall transfer to LCFRB only if the Sponsor has been paid in full for services under the terms of this Agreement. Third party use of reports, data, or other deliverables prepared in accordance with this Agreement without the consent of the Sponsor is at the risk of the third party. LCFRB shall release, defend, indemnify and hold harmless the Sponsor from all claims, costs, expenses, damage, or liability arising out of or resulting from the use or modification of any reports, data, documents, drawings, specifications, or other work product prepared by the Sponsor except use by LCFRB on those portions of the project for which such items were prepared.

All data, reports, equipment and other materials purchased by the Sponsor in direct support of this project are the property of LCFRB and shall be transferred to the LCFRB upon their request.

Any post-delivery changes to the Sponsor electronic media or Geographic Information System ("GIS") deliverables by anyone other than the Sponsor shall be the responsibility of the LCFRB. LCFRB agrees to remove the title blocks off of the Sponsor's GIS files if LCFRB alters such files and further agrees to defend, indemnify and hold the Sponsor harmless from all claims, costs, expenses, damages or liabilities arising out of or resulting from use of any GIS deliverables that have been altered by LCFRB or anyone else to whom LCFRB may have provided such GIS deliverables. The Sponsor's record set of GIS files shall prevail in determining whether any alternations have been made to such files.

Because data stored on electronic media can deteriorate undetected or can be modified without the Sponsor's knowledge, LCFRB agrees that the Sponsor will not be held liable for the completeness, correctness, readability, or compatibility of the electronic media after an acceptance period of thirty (30) days after delivery of the electronic files. During the thirty (30) days acceptance period, LCFRB may review and examine the electronic files; any errors detected during this time will be corrected by the Sponsor as part of the basic Agreement. Any changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis, at the Sponsor's standard cost plus terms and conditions.

- 15. Resolution of Disputes.** The law of the State of Washington shall govern the interpretation of and the resolution of disputes under this Agreement. Venue for any action pursuant to this Agreement either interpreting the Agreement or enforcing a provision of the Agreement, or attempting to rescind or alter the Agreement shall be brought in Cowlitz County.
- 16. Termination for Cause:** If the Sponsor fails to fulfill in a timely manner any of the covenants of this Agreement, the LCFRB shall have the right to terminate this Agreement by giving the Sponsor seven (7) days notice, in writing, of the LCFRB's intent to terminate and the reasons for said termination.

Upon termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this Agreement shall, at the option of the LCFRB, become the LCFRB's property. The Sponsor shall be entitled to payment for work completed and this Agreement shall terminate.

In the event the Sponsor is determined to be in default of this Agreement the LCFRB shall be entitled to damages, computed by subtracting from the cost to the LCFRB in completing any unfurnished work, the unpaid balance of the agreed upon Agreement price, and the LCFRB may withhold any payments owed to the Sponsor for the purposes of set off until such time as the exact amount of damages can be computed.

- 17. Termination for Convenience:** Notwithstanding the term of this Agreement either party may terminate this Agreement without cause by giving the other party thirty (30) days written notice of said termination.
- 18. Non-Appropriations.** If all or any part of the services to be performed hereunder are to be funded by revenues granted to the LCFRB from federal or state agencies and, in the event said grant monies should for any reason not be received by the LCFRB or should be terminated by the granting agency, then this Agreement shall terminate without damages to either party. PROVIDED THAT the Sponsor shall be entitled to be paid for the work performed satisfactorily completed and accepted by the LCFRB to date to the extent the LCFRB is entitled to receive reimbursement for any such payment; and, in that regard, the Sponsor agrees that it understands the LCFRB's source of funding for this project and assumes the risk involved in undertaking a project on a reimbursable basis.
- 19. Integration, Modification and Severability.** This Agreement, including all amendments, shall be binding upon the parties and their respective successors and assigns. This is the entire Agreement between the parties, there are no other agreements or representations not set forth herein, and this Agreement incorporates and supersedes all prior negotiations, agreements, and representations. This Agreement may not be modified except in writing signed by an authorized representative of each party.

These terms and conditions survive the completion of the services under this Agreement and the termination of this Agreement, whether for cause or for convenience.

If any provision of this Agreement is ever held to be unenforceable, all remaining provisions will continue in full force and effect. The Sponsor and the LCFRB agree that they will attempt in good faith to replace any unenforceable provision with one that is valid and enforceable, and which conforms as closely as possible with the original intent of any unenforceable provision.

- 20. Incorporated Documents.** The following exhibits and attachments are incorporated in this Agreement as if fully set forth herein:

ATTACHMENT A: Scope of Work including budget and deliverables, and as may be amended;

ATTACHMENT B: Sample Progress Report form.

- 21. Headings, Assignment and Waiver.** The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. A waiver by any party of any provision or a breach of this Agreement must be provided in writing and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

**LOWER COLUMBIA FISH RECOVERY BOARD
REDUCING TOXIC AUTO LEAKS IN CLARK COUNTY
SCOPE OF WORK**

Clark County will work with the Vancouver Watersheds Council and the Stormwater Partners of Southwest Washington to implement a “Don’t Drip and Drive” campaign, a toxic auto leaks education and correction program from the Puget Sound. The program area will encompass the watersheds of Salmon, Burnt Bridge and Lacamas creeks, portions of the Washougal River within Clark County, Vancouver Lake/Lake River, and Columbia Slope within Clark County. Community outreach will occur through vehicle leak check campaign activities at public events, businesses, and multi-family housing complexes, social media campaigns, and by partnering with local auto repair shops. Campaigns will focus on educating vehicle owners and mechanics on the impacts of toxic leaks from vehicles on local stormwater run-off, water quality, fish habitat (watershed health) and aquatic biota, checking vehicles for toxic leaks, and providing resources and incentives to fix leaks.

TASKS

Task 1: Develop and Implement Clark County Toxic Auto Leaks Outreach and Education Campaign

- 1.1 Develop an outreach strategy and printed and social media outreach and education materials that provide regional watershed health perspectives on the negative impacts of harmful auto leaks to watershed health and aquatic biota.
 - **Outcome:** A written strategy for promoting the Clark County Toxic Auto Leaks Campaign and maximizing the number of vehicle owners reached for education and the number of leaks fixed. Strategy tactics should consider how best to address toxic auto leak effects on local stormwater runoff, water quality, fish habitat, and other aquatic biota, as well as how to incentivize auto repair mechanics and vehicle owners to participate.
 - **Outcome:** A minimum of 5,000 website visitors and 200,000 impressions (1 impression = one campaign promotion appears on user’s newsfeed or screen) gained, and a minimum of 15 press releases provided to local media outlets.
 - **Outcome:** Improved understanding of the negative impact of toxic vehicle leaks on watershed health and aquatic biota by Clark County vehicle owners and drivers.
- 1.2 Recruit and train volunteers and auto repair mechanics to participate in leak check events.
 - **Outcome:** A minimum of 10 volunteers trained to discuss the watershed health and aquatic biota benefits of correcting toxic auto leaks with vehicle owners, as well as confidently identifying and reporting auto leak data.
 - **Outcome:** Coordinate with auto mechanics from a minimum of 15 auto mechanic shops to convey the importance of fixing auto leaks in support of watershed health.

Task 2: Identify and Fix Auto Leaks

- 2.1 Hold a minimum of 15 leak check events using multiple types of event formats with the expectation of targeting free checks for 750 vehicles. Leak events will also educate participants on the negative impact of auto leaks to watershed health, fish, and other aquatic biota, and provide resources to assist vehicle owners with fixing leaks.

- **Outcome:** 15 leak check events held across the project area at public locations, businesses, and multi-family complexes. Each event is supported by volunteers and one auto repair mechanic. At least 7 events will occur in 2018 and at least 8 events will take place in 2019.
 - **Outcome:** Targeting 750 vehicles checked for auto leaks by the end of the grant program.
 - **Outcome:** Data collected on the number of leaks identified, likely leak type and source, estimated repair cost and make, model, mileage, and year of vehicles with identified leaks.
 - **Outcome:** information is provided to owners of leaking vehicle that identifies the leak type, likely source, repair cost estimate, leak-fix coupon, list of participating auto shops, and brochure describing the negative effects of vehicle leaks to watershed health. Participants without a leak will receive the watershed health educational materials. Redeemed leak-fix coupons will be tracked by event or venue distributed.
- 2.2 Partner with at least 15 vehicle repair shops to provide free visual leak inspections, leak-repair discount coupons, and data on identified and fixed leaks.
- **Outcome:** The number of found and fixed auto leaks by auto mechanics.
 - **Outcome:** The location of identified leaks and make, model, mileage, and year of vehicles with found leaks.

Task 3: Annual Reporting

- 3.1 Document accomplishments from each campaign implementation year, including summary of the outreach strategy, outreach activities, leak check events, and corrected leak data.
- **Outcome:** The number of media and marketing contacts made and estimated number of individuals reached.
 - **Outcome:** Leak event and leak correction data from Task 2.
- 3.2 Provide recommendations for future years of implementation in order to further maximize the number of vehicle owners reached and educated, toxic auto leaks identified, and toxic auto leaks corrected.

DELIVERABLES AND WORK PRODUCTS

1. One sample copy of each outreach and education materials developed to reach auto repair shops and vehicle owners.
2. One copy of each press release, scripts, and/or web links for other outreach efforts (radio, social media, etc.).
3. One copy of all training and expectation materials for participating vehicle repair shops and leak event volunteers.
4. Web address and home page view (.jpg) for the Don't Drip and Drive page of the Stormwater Partners of Southwest Washington website.

5. List of all vehicle repair shops that partnered to provide free visual leak inspections and leak repair discount coupons.
6. Event sign-in sheets for pre-registered events with event date and time, check location addresses and attendees name for those participating in the leak check outreach events.
7. Number and type of reported vehicle leak fixes.
8. Information added to the Puget Sound Clean Car Project statewide database: location of identified leaks and make, model, year, and mileage of vehicles with identified leaks.
9. The number and type of all corrected auto leaks, auto repair shop location of where the leak was corrected, and the vehicle make, model, year, and mileage of these vehicles.
10. Final Report summarizing work completed during the grant period under Task 1 and Task 2. The final report will include:
 - Clark County Toxic Auto Leaks Outreach and Education Campaign: summary of project outreach plan for maximizing the watershed health educational benefits and rate of identified and corrected toxic auto leaks across Clark County.
 - Education and Outreach Materials: watershed health education materials provided to the general public and auto mechanics, and example of survey cards used to collect leak identified and fix data.
 - Auto Leak Identification and Correction Results: The number of vehicles checked for auto leaks, the number and types of leaks identified and fixed by location within the county, vehicle details (make, modal, year, and mileage) of identified and corrected auto leaks, and estimated quantities of contaminants prevented from entering watersheds.
 - Lessons learned based on analyzed data from the program. Include recommendations for implementing future phases of this program. Recommendations should consider how to best reach and educate vehicle drivers on vehicle leak impacts on watershed health and how to identify, fix, and report on auto leaks.

Due date: December 31, 2019

SCHEDULE

Task	Time Period
Year 1	
Develop education and outreach campaign strategy	January 2018 – April 2018
Print outreach and education materials, develop website	January 2018 – April 2018
Recruit auto repair shop partners	March 2018 – May 2018
Identify Year 1 leak check event locations and prepare materials	February 2018 – June 2018
Recruit and train auto mechanics and volunteers to run Year 1 leak check events	April 2018 – August 2018
Year 1 outreach	April 2018 – September 2018
Year 1 leak events held	June 2018 – September 2018
Submit Year 1 report	December 2018
Year 2	
Identify Year 2 leak check event locations and prepare materials	February 2019 – June 2019
Recruit and train auto mechanics and volunteers to run Year 2 leak check events	April 2019 – August 2019
Year 2 outreach	April 2019 – September 2019
Year 2 leak events held	June 2019 – September 2019
Submit Year 2 report	December 2019

BUDGET

Item Description	Project Total	Grant	Match
Clark County Sal/Ben	\$30,500	\$30,500	--
Vancouver Watersheds Council Sal/Ben	\$60,000	\$50,000	\$10,000
Volunteers (\$24/hr)	\$18,467	--	\$18,467
Supplies and services	\$28,026	\$9,610	\$18,416
Professional Auto Mechanics reimbursement (\$60/hr)	\$3,600	\$3,600	--
Indirect Rate	--	--	--
Total	\$140,593	\$93,710	\$46,883

**Lower Columbia Fish Recovery Board
Quarterly Progress Report**

Please provide quarterly progress reports for all tasks. The report will summarize activities completed during the quarter, the current status of all tasks and percent complete, and the task budget and percent spent to date. The report shall identify problems encountered, their impacts to the schedule and budget and corrective actions taken or planned. Progress reports should accompany all reimbursement requests.

Sponsor Name **Clark County**

Project Title **Reducing Toxic Auto Leaks In Clark County**

Quarterly Reporting (check one):

Jan-Mar 2017	<input type="checkbox"/>	Jan-Mar 2018	<input type="checkbox"/>	Jan-Mar 2019	<input type="checkbox"/>	Jan-Mar 2020	<input type="checkbox"/>
Apr-Jun 2017	<input type="checkbox"/>	Apr-Jun 2018	<input type="checkbox"/>	Apr-Jun 2019	<input type="checkbox"/>	Apr-Jun 2020	<input type="checkbox"/>
Jul-Sep 2017	<input type="checkbox"/>	Jul-Sep 2018	<input type="checkbox"/>	Jul-Sep 2019	<input type="checkbox"/>	Jul-Sep 2020	<input type="checkbox"/>
Oct-Dec 2017	<input type="checkbox"/>	Oct-Dec 2018	<input type="checkbox"/>	Oct-Dec 2019	<input type="checkbox"/>	Oct-Dec 2020	<input type="checkbox"/>

1. Description of work performed during the reporting period

Percentage of Work completed by task:

Task	% Complete	Is the task on schedule? (Yes/No) If No, complete #3 below
Develop education and outreach campaign strategy		
Print outreach and education materials, develop website		
Recruit auto repair shop partners		
Identify Year 1 leak check event locations and prepare materials		
Recruit and train auto mechanics and volunteers to run Year 1 leak check events		
Year 1 outreach		
Year 1 leak events held		
Submit Year 1 report		
Identify Year 2 leak check event locations and prepare materials		
Recruit and train auto mechanics and volunteers to run Year 2 leak check events		
Year 2 outreach		
Year 2 leak events held		
Submit Year 2 report		

2. For those tasks not on schedule please provide an explanation and how you expect to address the constraints and uncertainties.

3. Overall grant and match expended:

Cost Description	Budgeted amount	Expensed to date	Balance
Clark County Sal/Ben	\$30,500		
Vancouver Watersheds Council Sal/Ben	\$60,000		
Volunteers (\$24/hr)	\$18,467		
Supplies and services	\$28,026		
Professional Auto Mechanics reimbursement (\$60/hr)	\$3,600		
Indirect Rate	--		
Total	\$140,593		