

**AGREEMENT BETWEEN THE PUYALLUP TRIBE AND THE  
PUGET SOUND CLEAN AIR AGENCY FOR REIMBURSEMENT  
OF COSTS ASSOCIATED WITH IMPLEMENTING A WOODSTOVE  
CHANGEOUT PROGRAM**

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This Agreement is entered into between the **Puget Sound Clean Air Agency**, (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the state of Washington and the **Puyallup Tribe**, (hereinafter referred to as the "Tribe"), 3009 E. Portland Ave., Tacoma, WA 98404.

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**I. RECITALS**

**WITNESSETH**

**WHEREAS**, it is in the interest of the citizens of the central Puget Sound region to reduce the public health risk from harmful emissions from wood-burning in order to improve air quality and the environment; and

**WHEREAS**, the Tribe and the Agency have developed a partnership to improve the air quality for members of the Tribe; and

**WHEREAS**, the Tribe and the Agency have surveyed Tribe members about their home heating practices to identify types of wood-burning appliances currently in use by members of the Tribe and to identify Tribe members who are interested in upgrading to cleaner heating sources; and

**WHEREAS**, the use of cleaner heating sources, such as propane or oil furnaces or stoves, by Tribe members instead of wood-burning stoves and fireplaces would reduce the emissions of fine particle pollution from indoor heating; and

**WHEREAS**, the Board of Directors of the Agency has allocated funding to offset the cost of upgrading indoor heating appliances operated by members of the Tribe to help reduce wintertime fine particle levels; and

**WHEREAS**, the Board of Directors of the Agency deems it desirable to enter into an agreement with the Tribe to implement a woodstove changeout program and

**WHEREAS**, the Tribe desires to enter into an agreement with the Agency to offer a woodstove changeout program for Tribe members.

**II. AGREEMENT**

**NOW, THEREFORE**, the Agency and the Tribe mutually agree as follows:

**A. PURPOSE.** The purpose of this Agreement is to establish procedures for the Agency to reimburse the Tribe for the costs associated with implementing a woodstove changeout program for Tribe members to reduce emissions from residential heating. The Tribe may enter into separate agreements to implement the actual process of replacing heating appliances. See Attachment A for a sample dealer partnership agreement, hereby incorporated by reference as part of this Agreement.

**B. TERM.** This Agreement shall commence on October 1, 2006, and shall terminate on June 30, 2007. Either party may terminate this Agreement at any time with or without cause by giving a thirty (30) day written notice to the other party of such termination and by specifying the effective date of the termination.

**C. REIMBURSEMENT PROCEDURES.** The Tribe may apply for reimbursement from the Agency for the costs of replacing wood-burning heating appliances owned by Tribe members until June 30, 2007, as described in this section.

1. The maximum amount that the Tribe may be reimbursed by the Agency pursuant to this Agreement is Thirty Thousand Dollars (\$30,000.00). Funding for this Agreement comes from the Agency's civil penalty account, and is part of the Agency's Woodstove and Fireplaces Work Plan for Fiscal Year 2007.

The Agency will reimburse the Tribe up to a maximum amount of \$3,000.00 for the purchase and installation of each wood-burning heating appliance used as a primary source of heat in a residence owned by a Tribe member that is replaced with a cleaner heating appliance.

The wood-burning heating appliance previously used as a Tribe member's primary source of heat must be removed from the home and disposed of as scrap. Removal and disposal must be documented by the vendor/installer on a Certificate of Destruction, which the Agency has developed for the Tribe. The Tribe will provide copies of the Certificate of Destruction forms to any vendor/installer who agrees to enter into a partnership with the Tribe to implement the changeout program.

2. In support of its requests for reimbursement, the Tribe will provide the Agency with documentation of expenses incurred for purchase and installation of cleaner heating appliances. This required documentation shall include the following:
  - a. A table showing the following information for each replacement heating appliance for which the Tribe is seeking payment:
    - i. the address of the location where the replacement heating appliance was installed;
    - ii. the type of wood-burning heating device being replaced (uncertified or certified; stove or insert);

- iii. the type and model of the installed replacement heating appliance;
  - iv. the total contribution of the Tribe, if any, toward the purchase, installation, and inspection of the replacement heating appliance; and
  - v. the total actual installed cost, including any contribution by the recipient, of the replacement heating appliance, including applicable sales tax.
- b. Copies of completed Certificates of Destruction for the wood-burning heating appliance removed from each residence that received a replacement heating appliance.
  - c. Copies of inspection reports by the building inspector for the Tribe or county, following installation of each replacement heating appliance for which such an inspection is required by local building codes.
  - d. Copies of invoices from the vendor/installer of the replacement heating appliances.
3. The Tribe may submit requests for reimbursement weekly, monthly, or in a single request before the termination date of the Agreement. Requests for reimbursement shall be sent to the Agency's Manager of Finance and Purchasing. The final request for reimbursement shall be submitted no later than ten (10) working days after the termination date of this Agreement.

**D. HOLD HARMLESS/INDEMNIFICATION.** To the extent legally permitted, each party shall indemnify and hold harmless the other party from and against any and all claims, actions, damages, liability, and expense, including, without limitation, reasonable attorney's fees, incurred as a result of such party's actions under this Agreement; provided that, if such claims, actions, damages, liability, or expense arise from concurrent negligence of two or more of the parties, including instances where this Agreement is subject to the provisions of RCW 4.24.115, then the obligation to indemnify under this Agreement shall be effective only to the extent of each party's own negligence. No party shall be required under this section to indemnify another for its sole negligence.

**E. NOTICES.** All notices hereunder may be delivered or mailed or sent by e-mail. If mailed, they shall be sent to the following respective addresses:

Puyallup Tribe Of Indians  
Environmental Dept., Air Program  
Mary Basballe  
3009 E. Portland Ave.  
Tacoma, WA 98404  
[MaryBa@PuyallupTribe.com](mailto:MaryBa@PuyallupTribe.com)

Puget Sound Clean Air Agency  
Amy Fowler  
110 Union Street, Suite 500  
Seattle, WA 98101  
[AmyF@pscleanair.org](mailto:AmyF@pscleanair.org)

Or to such other respective addresses as either party hereto may hereafter designate in writing.

**III. GENERAL PROVISIONS**

**A. APPLICABLE LAW.** This Agreement shall be governed by the laws of the state of Washington.

**B. AMENDMENTS/MODIFICATIONS.** This Agreement may be amended or modified only by written agreement of the parties.

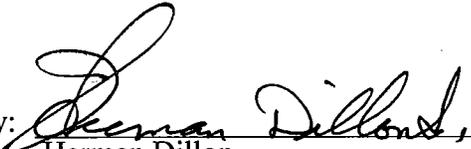
**C. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

**IN WITNESS HEREOF,** the undersigned have, on the date set next to their signatures, executed this Agreement on behalf of the parties hereto.

**PUGET SOUND  
CLEAN AIR AGENCY**

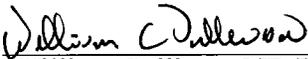
**PUYALLUP  
TRIBE**

By:   
Bill Evans  
Board of Directors, Chair

By:   
Herman Dillon  
Tribal Council, Chair

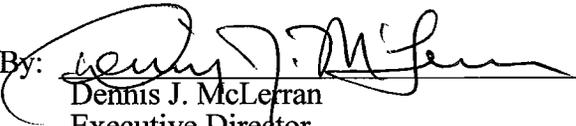
Date: 11/7/06

Date: 10/25/06

By:   
William Sullivan, NR Director

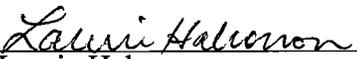
Date: 10/25/06

Attest:

By:   
Dennis J. McLerran  
Executive Director

Date: 11/01/06

Approved as to form:

By:   
Laurie Halvorson  
General Counsel

Date: 10/27/06

PUYALLUP TRIBE  
PARTNERSHIP FOR WOODSTOVE REPLACEMENT  
**DEALER AGREEMENT**

The Puyallup Tribe (Tribe) and *{dealer name here}*, a retail sales dealer of home heating appliances such as certified wood, pellet, and propane stoves, (Dealer) agree to partner in a program designed to remove from use high-polluting woodstoves. The high-polluting woodstoves will be removed and recycled as scrap and cleaner home heating systems will be installed in their place.

A. The Dealer agrees to:

1. Perform services under this agreement only for those households that the Tribe has referred to the Dealer under this limited voluntary change-out program. If the Dealer performs services for households not referred by the Tribe, no reimbursement shall be provided by the Tribe under this agreement.
2. Provide a written cost estimate to the Tribe for each household for which a replacement heating system is to be installed.
3. For each household for which the Tribe has approved the cost estimate, provide a certified woodstove, pellet stove, propane stove, or propane, oil or electric home heating system, and install same.
4. Comply with state and local regulations that prohibit the offer for sale, trade, or gifting of any uncertified woodstove.
5. Remove, and recycle as scrap, the existing woodstove as part of the installation and provide a signed Certificate of Destruction to the Tribe.
6. Schedule any required inspections by the appropriate building inspector, pay any related inspection fees, and obtain a copy of the inspection report.
7. Maintain records of sales (sales log), and make this log available for inspection by representatives from the Tribe during regular business hours, that include:
  - a. name and telephone number of the representative for the household in which the replacement heater was installed;
  - b. address of the location where the replacement heater was installed;

- c. the types, models, number and cost, including sales tax, of replacement heaters installed for qualified households; and
  - d. the date of installation of the replacement heater and the date the installation of the replacement heater was inspected by a building inspector or inspector from the Department of Labor & Industries, in the case of manufactured homes.
8. Prepare and submit a report each month (no later than the 10<sup>th</sup> day of each month) to the Tribe that contain the following information:
- a. sales log
  - b. invoices for payment reflecting transactions to-date
  - c. original completed Certificates of Destruction
  - d. copies of inspection reports from building inspectors or the Department of Labor & Industries certifying that the installation met applicable standards.

B. The Tribe agrees to:

1. Refer pre-qualified households to the Dealer for installation of a replacement heating system.
2. Expeditiously review and respond in writing to written cost estimates from the Dealer.
3. Provide Certificate of Destruction forms and other forms to the Dealer as needed.
4. Pay the Dealer for the purchase and installation costs of each primary heating unit/system installed for qualified, referred households to replace a high-polluting woodstove, provided the Dealer has submitted all required documents under Section A.8. above.
5. Reimburse the Dealer for any required inspection fees paid to a building inspector or Department of Labor & Industries inspector, provided the Dealer has submitted all required documents under Section A.8. above.
6. Expeditiously process invoices to pay for the purchase, installation, and inspection costs for qualified units.

C. The Dealer and the Tribe mutually agree to:

1. Address and resolve any and all unanticipated issues expeditiously.

D. Term of this Agreement:

1. This Agreement will commence October 1, 2006.
2. This Agreement will terminate June 30, 2007, or when the Tribe determines that funds for change-out referrals are no longer available, whichever occurs first.
3. This Agreement may be canceled by either party with no less than ten (10) working days advance written notice.
4. This Agreement may be modified by written mutual agreement of the Dealer and the Tribe.

E. Contact Information:

**Dealer:**

company \_\_\_\_\_  
contact \_\_\_\_\_  
title \_\_\_\_\_  
address \_\_\_\_\_  
phone \_\_\_\_\_ fax \_\_\_\_\_

**Puyallup Tribe:**

contact \_\_\_\_\_  
title \_\_\_\_\_  
address \_\_\_\_\_  
phone \_\_\_\_\_ fax \_\_\_\_\_

F. Signatures:

We the undersigned agree to all terms and conditions contained herein:

For the Dealer

For the Puyallup Tribe

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Puget Sound Clean Air Agency  
110 Union Street, Suite 500  
Seattle, WA 98101

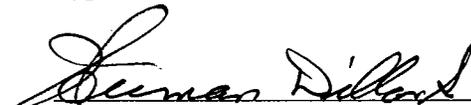
**Certification Regarding  
Debarment, Suspension and Other Responsibility Matters**

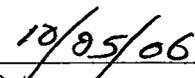
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

  
\_\_\_\_\_  
Signature of Authorized Representative

  
\_\_\_\_\_  
Date

I am unable to certify to the above statements. My explanation is attached