

**AGREEMENT BETWEEN THE CITY OF TACOMA COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT AND THE PUGET SOUND CLEAN AIR AGENCY FOR REVIEW OF INCOME-QUALIFIED APPLICATIONS FOR THE PUGET SOUND WOOD STOVE REPLACEMENT PROGRAM.**

---

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 **City of Tacoma Community and Economic Development Department** (hereinafter referred to as "City of Tacoma"), Tacoma Home Rehabilitation Loans, 747 Market St., Tacoma, WA 98402, a municipal corporation of the laws of the State of Washington, for the purposes and terms set forth in this agreement.

---

**I. RECITALS**

**WHEREAS**, the Agency has established the Puget Sound Wood Stove Replacement Program to reduce harmful emissions from uncertified wood stoves, uncertified wood-burning inserts and wood furnaces in order to improve air quality, public health, and the environment; and

**WHEREAS**, a portion of the Agency's Wood Stove Replacement Program funds are targeted for low income-qualified participants; and

**WHEREAS**, the Agency has established 50% of the Pierce County 2009 Area Median Income as the threshold for low income-qualified eligibility; and

**WHEREAS**, the City of Tacoma, Community and Economic Development Department, has experience in reviewing household income eligibility under its Home Rehabilitation Loan programs; and

**WHEREAS**, the City of Tacoma, Community and Economic Development Department, Home Rehabilitation Loan Program, successfully participated in the income qualification process related to the Agency's Tacoma-Pierce County Wood Stove Replacement pilot program completed last year; and

**WHEREAS**, the City of Tacoma, Community and Economic Development Department, Home Rehabilitation Loan Program, has demonstrated the capability and ability to perform the review of income-qualifying applications for households in the City of Tacoma, as well as other cities in the Pierce County program area.

**II. AGREEMENT**

**NOW, THEREFORE**, the City of Tacoma and the Agency agree as follows:

**A. BACKGROUND.** The Puget Sound Woodstove Replacement Program (Program) provides significantly higher incentives for low income participants (as defined by the Program. The Agency determined that such participation by low income applicants was appropriate in order to: (1) meet all the terms and conditions of the grant awards, (2) support and carry out the fundamental purpose of controlling, reducing and preventing air pollution, (3) support and carry out the fundamental governmental purpose of attaining and maintaining federal air quality standards and local air quality goals, (4) be consistent with other grant programs in the Agency's jurisdiction that are aimed at or reach similar populations, (5) bring a broad benefit to a large portion of the public, through air quality benefits, while any benefits to individuals or businesses are incidental

to the underlying governmental purposes, and (6) establish a process that ensures that all funds will be distributed and used as intended. As part of the Program, the Agency has determined a low income threshold. Persons that seek the higher incentives offered to income-qualified participants in the Program are sent an Income-Qualified Program Incentive Application (Application).

**B. PURPOSE.** The purpose of this Agreement is to describe the responsibilities of the Agency and the City of Tacoma in processing and reviewing Applications for the Program, and to provide reimbursement by the Agency to the City of Tacoma for the services provided in accordance with this Agreement.

**C. TERM.** This Agreement shall commence on September 14, 2009 and shall terminate on May 31, 2010.

**D. SERVICES PROVIDED BY THE CITY OF TACOMA.** The City of Tacoma shall provide the following services related to processing Applications:

1. The City of Tacoma shall determine whether the information in the Application is complete such that the evaluation described in this Agreement can be conducted. If the City of Tacoma determines that the information provided in the Application is complete, the City of Tacoma shall proceed to conduct the steps required below in Section II.D. of this Agreement. If the City of Tacoma determines that the information provided in the Application is not complete or the City of Tacoma has questions regarding the information, the City of Tacoma shall contact the applicant to obtain additional information.
2. For complete Applications, the City of Tacoma shall compare the combined gross annual household income stated in the Application, as verified by the supporting documentation, with the following thresholds to determine whether an applicant qualifies as a low income applicant in the Program:

50% of the Pierce County 2009 Area Median Income

Number of Persons in Household	To Qualify for Low Income Incentives Under the Woodstove Replacement Program, the Combined Gross Annual Household Income Must Be At or Less Than
1	\$23,850
2	\$27,250
3	\$30,650
4	\$34,050
5	\$36,750
6	\$39,500
7	\$42,200
8	\$44,950

from: <http://www.huduser.org/datasets/il/il2009/st.odt> on 7/8/2009

3. The City of Tacoma shall make the determination described in Section II.D.2 of this Agreement based solely on the information provided in a complete Application.

4. At the end of each week during the term of this Agreement, the City of Tacoma shall notify the Agency in writing regarding the status of each Application it has received and for each Application state one of the following: (a) the applicant qualifies as a low income participant in the Program (the combined gross annual household income is at or less than the income threshold), (b) the applicant does not qualify as a low income participant in the Program (the combined gross annual household income exceeds the income threshold), or (c) pending (the applicant has not submitted sufficient income verification information to make a determination or the City of Tacoma has not completed its evaluation).

**E. RESPONSIBILITIES OF THE AGENCY.**

1. The Agency shall supply to applicant households in the eligible Tacoma and Pierce County ZIP code areas, an Income-Qualified Application addressed to Laura Charbonneau, Tacoma Home Rehabilitation Loans, 747 Market St, Tacoma, WA 98402. The Agency shall also supply instructions stating Income-Qualified Applications must be accompanied by sufficient documentation to verify the income stated in the Application.
2. Upon receipt of the written determination required by Section II.D.4 of this Agreement, the Agency shall call applicants to inform them of the determination. In addition, for persons that qualify as low income participants in the Program, the Agency will send an income-qualified coupon. For persons that do not qualify as low income participants, the Agency will encourage the use of the general coupon. For those applicants that have not provided sufficient information to make a low income determination, the Agency will call such persons to discuss when they will provide the required information to the City of Tacoma and/or determine their intention to participate at the general coupon incentive level.

**F. REIMBURSEMENT.** The City of Tacoma may apply for reimbursement from the Agency for the cost of making the determination required in Section II.D. of this Agreement, as provided below.

1. The maximum amount that the City of Tacoma may be reimbursed by the Agency pursuant to this Agreement is \$8,000.
2. The City of Tacoma may submit requests for reimbursement from the Agency for the cost of services provided as described in Section II.D above in the form of an invoice itemizing the number of Applications reviewed at a rate of up to \$50.00 per household and addressed to the Agency's Manager of Finance and Purchasing. Requests for reimbursement can be submitted monthly during the term of the Agreement.
3. Requests for reimbursement submitted by the City of Tacoma to the Agency must be received by the Agency no later than February 28, 2010.

**G. 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.

**H. NOTICES.** All notices hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

**Tacoma Home Rehabilitation Program**  
Laura Charbonneau  
747 Market St  
Tacoma, WA 98402  
Phone: 253-591-5230  
Fax:  
E-mail address: lcharbon@ci.tacoma.wa.us

**Puget Sound Clean Air Agency**  
Project Manager: John Anderson  
1904 Third Avenue, Suite 105  
Seattle, WA 98101  
Phone: 206-689-4051  
Fax: (206) 343-7522  
E-mail address: johna@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**

**CITY OF TACOMA**

**Community and Economic  
Development Department**

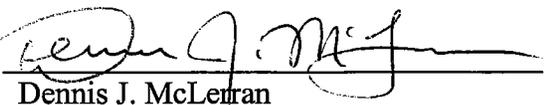
By: Paul Roberts  
Paul Roberts  
Board of Directors, Chair

By: Ryan Petty  
Ryan Petty, Director

Date: 12/17/09

Date: 11/19/09

Attest:

By:   
Dennis J. McLerran  
Executive Director

Date: \_\_\_\_\_

Approved as to Form:

By:   
Laurie Halvorson  
Director of Compliance and Legal

Date: 12/15/09



Puget Sound Clean Air Agency  
1904 3<sup>rd</sup> Ave., Ste 105  
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.

Ryan Petty, Director - Community and Economic Development Dept.  
Typed Name & Title of Authorized Representative      City of Tacoma

Ryan Petty  
Signature of Authorized Representative

11/19/09  
Date

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