

INTERLOCAL AGREEMENT

This Interlocal Agreement ("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 **Tacoma-Pierce County Health Department**, (hereinafter referred to as the "Health Department"), (3629 South D St., Tacoma, WA 98418-6813).

WHEREAS, the Agency has established the Tacoma-Pierce County Wood Smoke Reduction Program with the City of Tacoma and Pierce County to reduce harmful emissions from uncertified and pre-1995 wood stoves, uncertified and pre-1995 wood-burning inserts and wood furnaces in order to improve air quality, public health, and the environment; and

WHEREAS, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into an Agreement with the Health Department for the purposes of providing the customer service administration and reviewing applications to determine income-qualified status under the joint Agency-Tacoma-Pierce County Wood Smoke Reduction Program; and

WHEREAS, the Health Department has experience in providing customer service administration for the previous year's block-grant-funded wood smoke reduction program; and

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

WHEREAS, the Agency has established 50% of the Pierce County 2010 Area Median Income as the threshold for low income-qualified eligibility; and

WHEREAS, the Health Department has experience in reviewing household income eligibility; and

WHEREAS, the parties enter into this Agreement pursuant to RCW 39.34 et. seq.; and

NOW, THEREFORE, the Agency and the Health Department mutually agree as follows:

1. **Purpose and Scope of this Agreement.**

The purpose of this Agreement is to describe the responsibilities of the Agency and the Health Department in processing and reviewing general program applications (Applications) for the Tacoma-Pierce County Wood Smoke Reduction Program (Program), processing and

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reviewing Income-Qualifying Applications and providing reimbursement by the Agency to the Health Department for the services provided in accordance with this Agreement.

The Program provides incentives for residents to replace their old wood stove or fireplace insert with a cleaner form of heat. Residents apply for the Program either online or, if they have no Internet access, by phone. Significantly higher incentives are available 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-Qualifying Program Incentive Application.

A. Duties of the Agency

- 1) The Agency will maintain an active program database of all customers, from initial application through installations and retailer reimbursement.
 - a) At least three days per week for the duration of the Program, the Agency will provide updated customer data in spreadsheet format (Excel) to the Health Department
 - b) At least three days per week for the duration of the Program, the Agency will import updated customer data from the Health Department in order to maintain a current database
- 2) The Agency will provide training on the Program to all participating hearth retailers and Heating, Ventilating and Air Conditioning (HVAC) contractors. This training will include:
 - a) In-person visits with hearth retailers
 - b) HVAC contractor training, held at Tacoma Power, presented jointly by the Agency, utility and block grant partners
- 3) The Agency will serve as primary contact for participating hearth retailers and HVAC contractors
- 4) The Agency will verify completeness of required documents submitted by retail partners for reimbursement. These documents include:
 - a) Original program "Coupon" collected from customer
 - b) Photos of old device (before removal), old device (rendered inoperable) and newly installed device
 - c) Signed and completed "Certificate of Destruction" for old stoves or inserts

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Health Dept.

- d) Copy of sales invoice
- e) Invoice to Puget Sound Clean Air Agency for reimbursement
- f) "Recycling Report" submitted within 30 days of submitting the "Certificate of Destruction" form and other documentation or no later than June 30, 2011
- 5) The Agency will provide reimbursement to participating retailers for verified, completed installations (per the above)
- 6) The Agency will invoice Ecology for completed work
- 7) The Agency will provide monthly and final reports to Ecology
- 8) The Agency will provide regular e-progress reports to program partners, including the Health Department
- 9) The Agency will host the Program web site: www.pscleanair.org/woodstove.
- 10) The Agency will create all Program forms, documents
- 11) The Agency will reimburse the Health Department up to \$38,750, in accordance with section 3, "Compensation," for performing the duties described in section 1.B, below.

B. Duties of the Health Department

- 1) The Health Department will serve as the primary customer contact point, providing a local face for the Program
- 2) The Health Department will host and administer the main phone number for the Program
- 3) The Health Department will evaluate and determine the primary qualification of Program applicants. This determination is based on information submitted in the online Program application showing that an applicant meets the Program criteria residing in the Program area, identifying they have an installed, pre-1995 wood stove or fireplace insert, and are a utility customer of Puget Sound Energy, Tacoma Power, Elmhurst Mutual Power & Light, or Parkland Light & Water Co.
- 4) The Health Department will evaluate and determine the income qualification of participants (based on 50% of median income for Pierce County)
 - a) The Health Department shall determine whether the information in the Income-Qualifying Application is complete such that the evaluation described in this Agreement can be conducted. If the Health Department determines that the information provided in the Income-Qualifying Application is complete, the Health Department shall proceed to conduct the steps required in this Agreement. If the Health Department determines that the information provided in the Income-Qualifying Application is not complete or the Health Department has questions regarding the information, the Health Department shall contact the applicant to obtain additional information.
 - b) For complete Income-Qualifying Applications, the Health Department shall compare the combined gross annual household income stated in the Income-Qualifying 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:

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Health Dept.

50% of the Pierce County 2010 Area Median Income	
Household Size	To Qualify for Low-Income Incentives Under the Wood Smoke Reduction Program, the Combined Gross Annual Household Income Must Be Equal to or Less Than
1	\$24,400
2	\$27,850
3	\$31,350
4	\$34,800
5	\$37,600
6	\$40,400
7	\$43,200
8	\$45,950

from: <http://www.huduser.org/portal/datasets/il/il10/wa.pdf> on 8/26/2010

- c) The Health Department shall make the determination described in this Agreement based solely on the information provided in a complete Income-Qualifying Application.
- d) At least three times per week, the Health Department will update the status of each Income-Qualifying Application it has received and for each Income-Qualifying 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 Health Department has not completed its evaluation). The Health Department will notify the Agency in advance of any planned staff absence that would preclude delivering an updated spreadsheet in accordance with this schedule and will arrange for an alternate status update schedule that is mutually agreeable.
- 5) The Health Department will generate customer packets and coupons for qualifying applicants
- 6) The Health Department will mail or e-mail all customer packets and coupons
 - a) The Health Department will maintain current customer information, using the spreadsheet provided at least three times per week by the Agency and will submit back to the Agency an updated spreadsheet at least three times per week for the duration of the Program. The Health Department will notify the Agency in advance of any planned staff absence that would preclude delivering an updated spreadsheet in

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Health Dept.

accordance with this schedule and will arrange for an alternate status update schedule that is mutually agreeable.

- 7) The Health Department will provide personalized service, by phone and in person at the Health Department's office, to Program applicants and active customers in order to simplify program options, incentives and process
- 8) The Health Department will serve as customer liaison, as needed, for Program participants needing extra assistance connecting with participating retailers
- 9) The Health Department will administer contracts with a local translation service (Tacoma Community House) and community/environmental justice liaison (Hearts for Kids). The total amount of services provided under these subcontracts and to be reimbursed by the Agency shall not exceed \$8,750. Any amounts in excess of \$8,750 shall not be reimbursed by the Agency.
 - (a) The contract with Tacoma Community House will include interpretation services for Program customers over the phone and, when requested, in person at the Health Department or for retailer/HVAC contractor meetings; and written translation for Program documents, as requested.
 - (b) The contract with Hearts for Kids will include providing consultative advice to help extend outreach efforts in a manner that will directly connect the Program to people in environmental justice neighborhoods through the contractor's known faces and people; and assistance in connecting with neighbors by targeted outreach, such as area food banks, churches, farmer's markets, food banks, neighborhood associations, and back-to-school nights and, if requested, providing interpretation services.
 - (c) By October 30, 2010, the Health Department will provide the Agency with copies of the contracts between the Health Department and Tacoma Community House and Hearts for Kids.
 - (d) The Health Department will record the number of Program applicants needing translation services, hours of translation provided per applicant, and languages requested.
 - (e) The Health Department will record the number, types and locations of outreach events attended, number of subcontractor staff at each event, number of direct contacts per event, number of second-language interpretations conducted per event, languages requested, and if possible, number of referral applicants successfully completing the Program.
- 10) The Health Department will provide monthly invoices to the Agency, detailing number of staff hours spent, services provided including number of Program applications reviewed, number of Income-Qualifying Applications reviewed, number of customer packets and coupons mailed out, number and hours of translation service provided, and number and hours of environmental justice outreach conducted.

2. **Additional Requirements.**

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A. For the administration of this Agreement, the Health Department shall follow the "Administrative Requirements for Ecology Grants and Loans." (<http://www.ecy.wa.gov/biblio/9118.html>)

B. The Washington State Department of Ecology Grant Agreement #G1100152 specifies that contracted services, as specified in this Agreement, can be treated as administrative costs. See Attachment A.

3. **Compensation.** The total amount paid by the Agency for satisfactory performance of the work under this Agreement shall not exceed \$38,750. The funding for this Agreement is provided by \$30,000 from the Washington Ecology FY11 Wood Smoke Reduction Program Grant No. #G1100152 as part of the Agency Wood Smoke work plan for Fiscal Year 2011, and \$8,750 from the civil penalty fund as part of the Agency Environmental Justice work plan for Fiscal Year 2011.

To obtain payment, the Health Department shall submit invoices monthly and at the end of the term of the Agreement to the Agency for reimbursement for services provided as described in Section 1. Invoices shall include the number of Program Applications reviewed, Income-Qualifying Applications reviewed, customer packets and coupons generated, and staff hours spent; and for subcontractor services, number of customer and outreach contracts, hours spend in the billing period, and services provided.

The Health Department shall submit invoices to the Agency's Manager of Finance and Purchasing and shall be paid within thirty (30) days after review and approval by the Project Manager. The final invoice must be submitted no later than ten (10) working days after the termination date of the wood smoke reduction program, which is June 30, 2011.

4. **Term.** The effective date of this Agreement is September 15, 2010. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the Agency. Any costs incurred prior to the effective date of this contract will be at the sole expense and risk of the Health Department. The termination date of this Agreement is June 30, 2011.

5. **Communications.** The following persons shall be the contact person for all communications regarding the performance of this Agreement.

Health Department	Agency
Kathy Ross	Project Manager: Amy Warren
Tacoma-Pierce County Health Department	Puget Sound Clean Air Agency
3629 South D Street Tacoma, WA 98418-6813	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (253) 798-7369	Phone: (206) 689-4092
Fax: (253) 798-6498	Fax: (206) 343-7522

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E-mail address: kross@tpchd.org	E-mail address: amyw@pscleanair.org
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6. **Changes.** The parties may, from time to time, require changes in the scope of services performed under this Agreement. The parties shall mutually agree to the changes by written amendment to the Agreement.

7. **Early Termination.** Either party may terminate this Agreement at any time with or without cause by giving a thirty day (30) written notice of such termination and by specifying the effective date of the termination; provided that the termination shall be preceded by a face-to-face meeting between Health Department and the Agency. Upon termination of this Agreement, the Agency, in addition to any other rights provided in this Agreement, may require the Health Department to deliver to the Agency any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

8. **Subcontracting.** Except as specifically authorized in Section 1, neither party, nor any subcontractor of either party, shall enter into subcontracts for any of the services or work contemplated under this Agreement without obtaining prior written approval of the Agency. In no event shall the existence of any subcontract operate to release or reduce the liability of the Health Department to the Agency for any breach in the performance of the Health Department's duties.

9. **Assignment.** The work 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.

10. **Indemnification.** Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

11. **Compliance with All Laws and Regulations.** The parties shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

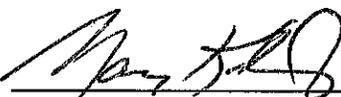
THIS Agreement is executed by the persons signing below, who warrant they have the authority to execute this Agreement.

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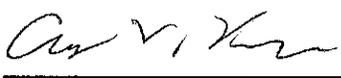
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**TACOMA-PIERCE COUNTY
HEALTH DEPARTMENT**

By: 
Marcy Kulland
Business Manager 

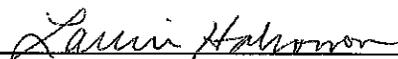
Date: 10/15/10

Attest:

By: 
Craig T. Kenworthy
Executive Director

Date: 10/15/10

Approved as to Form:

By: 
Laurie Halvorson
Director of Compliance and Legal

Date: 10/20/10

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