

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, **Tacoma-Pierce County Health Department**, (hereinafter referred to as the “Health Department”), 3629 South D St., Tacoma, WA 98418-6813.

WHEREAS, the US EPA has designated a portion of Pierce County, including Tacoma, as not attaining the health-based ambient air quality standard for fine particulate pollution; and

WHEREAS, the Agency has established the Tacoma-Pierce County Wood Smoke Reduction Program (Program) in the Tacoma-Pierce County fine particulate nonattainment area to reduce harmful emissions through the enforcement of burn bans and the removal and/or replacement of certain wood-burning devices in order to improve air quality, public health, and the environment; and

WHEREAS, a portion of the Agency’s Program funds are targeted for participants whose income is no greater than 80% of the Pierce County 2013 Area Median Income level; and

WHEREAS, the Health Department has experience in providing customer service administration for previous wood stove replacement programs offered in the Tacoma-Pierce County fine particulate nonattainment area; and

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

WHEREAS, the Health Department has local connections within the nonattainment area and is uniquely positioned to distribute marketing and enrollment materials for the Wood Stove Removal/Replacement Program as appropriate; and

WHEREAS, the Board of Directors of the Agency deems it desirable to enter into an Agreement with the Health Department for the purposes of providing customer service administration and reviewing applications to determine income-qualified status under the Agency’s Program, and providing community outreach and engagement in the Tacoma-Pierce County fine particulate nonattainment area; 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 support of the Health Department's role as the main customer service contact for all applicants to the Tacoma-Pierce County Wood Smoke Reduction Program (hereinafter "Program"). In that role, the Health Department will provide applicants guidance for successful completion of the Program, and process and review Income-Qualifying Applications for the wood stove removal/replacement program. The Agency will provide reimbursement to the Health Department for the services provided in accordance with this Agreement.

In this Agreement, the term "applicant" refers to someone who has enrolled in the Program but has not yet been approved for participation; the term "customer" refers to someone who has been approved for participation.

The Program provides incentives for residents to replace their old wood stove or fireplace insert with a cleaner form of heat. Residents may apply for the Program either online or, if they have no Internet access, by phone. Significantly higher incentives are available for low-income residents (as defined by the Program) than are available to residents not meeting income thresholds. The Agency determined that such participation by low-income residents was appropriate in order to: (1) meet all the terms and conditions of the grant awards that fund the replacement program, (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 that is 80% of the Pierce County 2013 Area Median Family Income as determined by the U.S. Department of Housing and Urban Development. Persons that seek the higher incentives for wood stove replacement or the repair of cleaner heating equipment in order to minimize wood burning offered to income-qualified participants must complete an Income-Qualifying Program Incentive Application.

A. Duties of Agency

- 1) The Agency will define and develop the elements of the Program.
- 2) The Agency will implement and manage all necessary contractual arrangements with retail partners, including heating contractors, stove removal contractors and other program vendors, as needed.
- 3) The Agency will maintain an active Program database of all applicants and customers, from initial application through installations and retailer reimbursement, and share its contents with the Health Department in real time.

- 4) The Agency will provide training on the Program to all participating hearth retailers and heating, ventilation and air conditioning (HVAC) contractors.
- 5) The Agency will serve as primary contact for participating hearth retailers and HVAC contractors.
- 6) The Agency will create all Program forms and documents.
- 7) The Agency will host the Program web sites: www.pscleanair.org/woodstove and www.airsafepiercecounty.org.
- 8) The Agency will verify the 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
 - 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 but not later than June 30, 2015; and
 - g) Any other documents as required.
- 9) The Agency will provide reimbursement to participating retailers or contractors for verified, completed installations or other pre-approved work (per the above).
- 10) The Agency will invoice Ecology for completed work in accordance with the terms of the grant.
- 11) The Agency will provide monthly and final reports to Ecology.
- 12) The Agency will provide regular e-progress reports to program partners, including the Health Department.
- 13) The Agency will lead, coordinate, and implement a public outreach campaign and other outreach activities to increase awareness with the goal of changing behavior in order to reduce wood smoke emissions from home heating devices.
- 14) The Agency will ensure the Health Department is kept up-to-date regarding the Agency's Wood Stove Removal/Replacement Program through weekly phone calls between the Agency Project Manager and/or the Agency's attainment team and the Health Department Project Manager, and other forms of communication as determined by the Agency.
- 15) The Agency will reimburse the Health Department up to \$100,000, in accordance with Section 2, "Compensation," for successful performance of the duties described in section 1(B) below.

B. Duties of 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 income-qualification eligibility of participants (based on 80% of median family income for Pierce County).
 - a) The Health Department will 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 not complete or the Health Department has questions regarding the information, the Health Department shall contact the applicant to obtain additional information before proceeding.

- b) For complete Income-Qualifying Applications, the Health Department shall compare the 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 customer in the Program:

80% of the 2013 Pierce County Area Median Family Income (MFI) (low income)	
Household Size	To Qualify for Low-Income Incentives Under the Wood Stove Replacement Program, the Annual Household Income Must Be Equal to or Less Than
1	\$39,350
2	\$44,950
3	\$50,550
4	\$56,150
5	\$60,650
6	\$65,150
7	\$69,650
8	\$74,150

(from: <http://www.huduser.org/portal/datasets/il/il13/wa.pdf> on 9/6/2013)

- c) The Health Department will make the determination described in this Agreement based solely on the information provided in a complete Income-Qualifying Application, or as agreed upon on a case-by-case basis with the Agency Project Manager.
 - 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 report one of the following: (a) the applicant qualifies as a low-income participant in the Program (the 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 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). This information shall be recorded in the real-time online database provided by the Agency.
- 4) The Health Department will provide personalized service, by phone and in person, at the Health Department's office and/or other agreed-upon location, to Program applicants and active customers in order to assist them with program options, incentives and process.
 - 5) The Health Department will serve as customer service liaison for Program participants needing extra assistance finding and connecting with participating retailers.

- 6) The Health Department will provide language translation and interpretation for Program and attainment efforts, at no cost to the Agency, through the Health Department's local translation service(s).
 - a) The Health Department's contracted local translation service(s) shall deliver interpretation services to Agency staff and Health Department staff for Program applicants and customers over the phone and, when requested, in person. Interpretation services might be required during applicant or customer interactions with Program contractors or Agency staff. The Health Department will record and report as part of 1(B)(13), below, the number of Program applicants or customers needing translation services, hours of translation provided per applicant or customer, date(s) when translation services were provided, and languages requested.
 - b) By October 28, 2013, the Health Department will provide the Agency with copies of the contracts between the Health Department and a local translation service that provides for the services described in Section 1(B)(6)(a) above.
- 7) The Health Department will assist local heating assistance programs by taking referrals of prospects for both the wood stove replacement program and the heating equipment repair option and referring residents for heating assistance and weatherization services.
- 8) The Health Department will communicate to community members and partners the objectives, timelines, and processes of the Program.
- 9) The Health Department will encourage community members and partners to participate in attainment solutions.
- 10) The Health Department will actively aid the Agency in effective messaging by providing input and information to the Agency about the communities in the nonattainment area and outreach strategies.
- 11) The Health Department will develop relationships with community and health leaders and assist them in furthering the Program. The Health Department will participate in weekly phone calls and maintain good communication channels with the Agency Project Manager and/or the Agency's attainment team to share information as appropriate.
- 12) The Health Department will provide monthly invoices to the Agency broken down by: the name of the person(s) who performed the work; the actual wages and benefits per hour for the person(s) who provided the services; and the specific number of hours spent within the given monthly billing period.
- 13) The Health Department will provide any other information requested by the Agency that is necessary for the Agency to administer the Ecology grant that funds wood stove removals and replacements.

2. **Compensation.** The total amount paid by the Agency for satisfactory performance of the work under this Agreement shall not exceed \$100,000. The funding for this contract is provided by the civil penalties fund, strategic initiatives fund and FY14-15 WSRP Ecology grant as part of the Agency's Wood Smoke work plan for Fiscal Year 2014.

To obtain payment, the Health Department shall submit invoices to the Agency quarterly and at the end of the term of the Agreement for reimbursement for services provided as described in Section 1; invoices shall state the name of the person(s) who performed the work; the actual wages and benefits per hour for the person(s) who provided the services; and the specific number of hours spent within a given billing period (quarterly). Overhead charges included in any invoice should not exceed 25% of direct wages and benefits. The Health

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Department shall submit invoices to the Agency's Manager of Finance and Purchasing. The Agency shall pay invoices within thirty (30) days upon successful performance by the Health Department of the duties in section 1(B) and 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 Program, which is June 30, 2015.

Funding for work to be conducted after June 30, 2014, is contingent upon approval of funding by the Agency Board of Directors and satisfactory performance by the Health Department, and the Health Department shall not proceed to perform any work under this contract after June 30, 2014, until so authorized by the Project Manager.

3. **Term.** The effective date of this Agreement is August 1, 2013. 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, 2015.

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

Health Department	Agency
Project Manager: 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
E-mail address: kross@tpchd.org	E-mail address: amyw@pscleanair.org

5. **Changes.** The parties may, from time to time, require changes in this Agreement. The parties shall mutually agree to the changes by written amendment to the Agreement.

6. **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 the 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.

7. **Subcontracting.** 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 Health Department to the Agency for any breach in the performance of Health Department's duties.

8. **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.

9. **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.

10. **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.

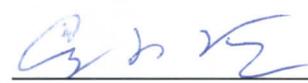
**PUGET SOUND CLEAN AIR
AGENCY**

**TACOMA-PIERCE COUNTY
HEALTH DEPARTMENT**

By: 
Paul Roberts
Board of Directors, Chair
Date: 11/6/2013

By: 
Christopher Schuler
Business Manager
Date: 10/21/13

Attest:

By: 
Craig T. Kenworthy
Executive Director
Date: 12/13/13



Approved as to Form:

By: 
Laurie Halvorson
Director of Compliance and Legal
Date: 10/30/13