

## INTERLOCAL AGREEMENT

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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.

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**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 50% of the Pierce County 2012 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 Agency will be conducting community outreach in the fine particulate nonattainment area in Tacoma and Pierce County to raise awareness of the health effects of fine particulate in wood smoke and of the pollution-reduction strategies adopted to work toward attainment; and

**WHEREAS**, the Agency will need additional support to perform effective community outreach; and

**WHEREAS**, the Health Department has local connections within the nonattainment area and is uniquely positioned to assist with community outreach; 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 Tacoma-Pierce County Wood Smoke Reduction Program (hereinafter "Program") applicants. In that role, the Health Department will provide applicants guidance for successful completion of the Program, process and review Income-Qualifying Applications for both the wood stove removal/replacement program and the burn ban notice of violation (NOV) process as well as assist with public outreach and engagement. The Agency will provide reimbursement 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 may 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) than those incentives available to general applicants not meeting income thresholds. 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 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. Additionally, as part of the Agency's NOV settlement process, burn ban violators may request reduction of a civil penalty based in part on income qualification.

As part of the Program, the Agency has determined a low-income threshold that is 50% of the Pierce County 2012 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 offered to income-qualified participants are sent an Income-Qualifying Program Incentive Application; persons that seek a reduction of civil penalty as a result of a burn ban violation are sent an Income-Qualifying NOV Settlement Application. In accordance with the procedures defined in subsection (B)(3) below, the Health Department will review the Income-Qualifying Applications and determine if an applicant meets the income-qualifying

criteria. The Health Department will have no other role or involvement in issuing NOVs or civil penalties or in the settlement of either.

**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 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 by e-mail 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.
  - c) Alternative methods of sharing Program participant data, such as a secure, real-time online database, may be established by mutual agreement between the Agency and the Health Department during the course of implementing this Agreement.
- 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 site: [www.pscleanair.org/woodstove](http://www.pscleanair.org/woodstove).
- 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 or no later than June 30, 2013
- 9) The Agency will provide reimbursement to participating retailers or contractors for verified, completed installations (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 provide direction to the Health Department on Program and nonattainment-related messaging and types of outreach activities.
- 15) The Agency will provide Program and outreach materials, or review and approve those created by the Health Department, such as brochures, fact sheets, talking points, presentations and other content.
- 16) The Agency will ensure the Health Department's staff are kept up-to-date regarding the Agency's outreach activities and attainment programs to allow current and consistent messaging through bi-weekly phone calls with the Agency Project Manager and/or the Agency's attainment team, and other forms of communication as determined by the Agency.
- 17) 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 50% of median 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 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:

<b>50% of the Pierce County 2012 Area Median Family Income (MFI)</b>	
<b>(very-low income)</b>	
<b>Household Size</b>	<b>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</b>
1	\$25,100
2	\$28,700
3	\$32,300
4	\$35,850
5	\$38,750
6	\$41,600
7	\$44,500
8	\$47,350

(from: <http://www.huduser.org/portal/datasets/il/il12/wa.pdf> on 6/28/2012)

- 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 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). This information shall be recorded in the spreadsheet provided by the Agency and submitted back to the Agency Project Manager by e-mail. Alternative methods of sharing Income-Qualifying Application data, such as a secure, real-time online database, may be established by mutual agreement between the Agency and the Health Department during the course of implementing this Agreement. The Health Department will notify the Agency in advance of any planned staff absence that would preclude delivering an updated status in accordance with this schedule and will arrange for an alternate status update schedule that is mutually agreeable.
- e) The Health Department will maintain current customer information, using the spreadsheet provided at least three times per week by the Agency and submit back to

the Agency Project Manager by e-mail an updated spreadsheet at least three times per week for the duration of the Program. Alternative methods of sharing Program participant data, such as a secure, real-time online database, may be established by mutual agreement between the Agency and the Health Department during the course of implementing this Agreement. 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.

- 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 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 contracted Health Department staff for Program customers over the phone and, when requested, in person. Interpretation services might be required during customer interactions with Program contractors or Agency staff and at outreach presentations and events in the nonattainment area; written translation services may be required for Program and outreach documents.
  - b) The Health Department will record and report as part of 1(B)(13), below, the number of Program applicants needing translation services, hours of translation provided per applicant, and languages requested.
  - c) The Health Department will record and report as part of 1(B)(13), below, 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.
  - d) By September 15, 2012, 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 communicate to community members and partners the objectives, timelines, and processes of the Program and the outreach campaign.
- 8) The Health Department will encourage community members and partners to participate in attainment solutions.
- 9) 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.
- 10) The Health Department will identify forums and events for outreach and attend and participate as agreed upon with the Agency.
- 11) The Health Department will develop relationships with community and health leaders and assist them in furthering the Program and outreach strategies in the nonattainment area.

- 12) The Health Department will participate in bi-weekly phone calls and maintain good communication channels with the Agency Project Manager and/or the Agency's attainment team to share information.
- 13) The Health Department will provide a monthly report by e-mail to the Agency Project Manager identifying: the number of Income-Qualifying Applications reviewed; number of customer contacts made; the number and hours of translation service provided per applicant and per outreach event; the languages translated; and the number and hours of customer support and outreach conducted. Additional information may be required in the monthly report upon mutual agreement.
- 14) The Health Department will provide quarterly invoices to the Agency broken down by the hour showing task and/or subtask performed: 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 quarterly billing period.
- 15) 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 per capita fund as part of the Agency's Wood Smoke work plan for Fiscal Year 2013.

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. Charges should be broken down by the hour identifying: the task and/or subtask performed; 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 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, 2013.

Funding for work to be conducted after June 30, 2013, 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, 2013, until so authorized by the Project Manager.

3. **Term.** The effective date of this Agreement is August 15, 2012. 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.

<b>Health Department</b>	<b>Agency</b>
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**

By: Paul Roberts

Paul Roberts  
Board of Directors, Chair

Date: 8/29/12

Attest:

By: Craig T. Kenworthy

Craig T. Kenworthy  
Executive Director

Date: 8/28/2012

Approved as to Form:

By: Laurie Halvorson

Laurie Halvorson  
Director of Compliance and Legal

Date: 8/27/12

**TACOMA-PIERCE COUNTY  
HEALTH DEPARTMENT**

By: Marcy Kulland

Marcy Kulland  
Business Manager

Date: 8/16/12

*Fac  
Health Division*



Puget Sound Clean Air Agency  
1904 3<sup>rd</sup> Ave., Ste 105  
Seattle, WA 98101

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

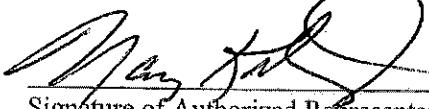
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (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.

**Marcy Kulland, Business Manager**

Typed Name & Title of Authorized Representative

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

  
\_\_\_\_\_  
Date



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