

## 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, and **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 Board of Directors of the Puget Sound Clean Air Agency adopted the 2014-2020 Strategic Plan, which states in Objective 1.6 that the Agency will design and implement programs to reduce exposure and health disparity; and

**WHEREAS**, the ongoing COVID-19 pandemic presents a unique challenge for the wildfire season by making it potentially unsafe to send people to public spaces with cleaner air while physical distancing guidelines are in place; and,

**WHEREAS**, recent research suggests that air pollutant exposure worsens COVID-19 symptoms and that it is possible that patients who are or have been sickened by COVID-19 may be at increased risk of negative health effects from wildfire smoke exposure; and,

**WHEREAS**, the Washington State Department of Health and the United States Department of Agriculture recommend the creation of "clean rooms" in residences as a first line of protection against wildfire smoke; and,

**WHEREAS**, the Agency intends to provide low-cost, single-room filter fans to high-risk, vulnerable households within Pierce County; and,

**WHEREAS**, the Agency will need local support to perform effective community outreach and filter fan distribution; and,

**WHEREAS**, the Health Department has proposed a Wildfire Smoke Exposure Reduction Plan to include filter fan distribution to vulnerable residents; and,

**WHEREAS**, the Health Department has local connections and is uniquely positioned to assist with identifying the most vulnerable residents and distributing educational materials and filter fans; 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 purpose of providing education and filter fans to Pierce County's most vulnerable residents to create "clean rooms" within their homes in order to protect their health during the COVID-19 pandemic and wildfire seasons; 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. **A. Purpose and Scope of this Agreement.**

The purpose of this agreement is to describe the responsibilities of the Agency and the Health Department in providing education and resources to Pierce County's most vulnerable residents to create "clean rooms" within their homes, in order to protect their health during the COVID-19 pandemic and wildfire seasons.

The Health Department will work with partners such as Pierce County Aging and Disability Resources and designated community partners within each of the county's six Communities of Focus, to identify low-income seniors (age 65 and older) with diagnosed heart or lung disease, or a history of a positive COVID-19 test. Additional consideration will be given to members of communities facing greater morbidity and mortality from COVID-19, including but not limited to African American, Native American, Latinx, Native Hawaiian and Pacific Islander communities.

The Agency will provide funding for the purchase by the Health Department of up to 600 box fans, filters, and the hardware with which to create "clean room" filter fans in support of the Health Department's Wildfire Smoke Exposure Reduction Plan hereinafter "Plan". The Health Department will provide the staff needed to purchase and distribute the up to 600 fans, filters, and hardware consistent with § 1(A) above.

**B. Duties of Agency**

**Task 1:** The Agency shall reimburse the Health Department up to \$26,100 for the purchase of fans, filters, and hardware for the Health Department's distribution of indoor filter fan kits to vulnerable community members in Pierce County as part of their Wildfire Smoke Exposure Reduction Plan.

*Deliverable for Task 1:* Per § 2 of this Agreement, the Agency will reimburse the Health Department for invoices submitted by the Health Department for fans, filters, and hardware purchased consistent with § 1(A) above. Due to current constraints caused by the COVID-19 pandemic, requests for reimbursement for project purchases made from September 1, 2020, through the term of this Agreement may be granted by the Agency.

**Task 2:** The Agency will provide the Health Department with printable files for instructional brochures in any of the following languages: English, Spanish, Marshallese, Russian, Simplified Chinese, Traditional Chinese, Korean, Tagalog, Vietnamese, and Somali for distribution with the filter fans.

*Deliverable for Task 2:* Upon request from the Health Department in writing, the Agency will share by e-mail to the Health Department electronic files and artwork for educational materials, such as filter fan fact sheets and instructions, within 5 working days of the written request.

**Task 3:** The Agency project manager will provide feedback on draft surveys and draft of the final report.

*Deliverable for Task 3:* The Agency project manager will review draft surveys and draft of the final report. The Agency project manager will return drafts with any additional information or edits by e-mail to the Health Department within 3 business days of receipt.

### **C. Duties of the Health Department**

**Task 1:** Consistent with § 1(A) above and § 2 below, the Health Department will purchase box fans, filters, and hardware needed to provide up to 600 indoor filter fans for distribution to vulnerable community members in Pierce County.

*Deliverable for Task 1:* The Health Department will submit documentation of and invoices for fan, filter, and hardware purchases to the Agency project manager per § 2 of this Agreement.

**Task 2:** The Health Department will enter into agreement(s) with community partner(s) to identify up to 600 vulnerable households and distribute filter fans to said households. consistent with § 1(A) above.

*Deliverable for Task 2:* The Health Department will provide to the Agency project manager the list of community partners with whom the Health Department has entered into agreement(s) related to this Agreement in each quarterly report as described in Task 3.1 below.

**Task 3:** The Health Department will administer and oversee this project as described in § 1(A) above, including verifying that fans are distributed in accordance with the Health Department's agreements with community partners, collecting fan recipient contact information and demographics, and providing post-project surveys and follow-up with recipients to understand their experience and overall project outcomes.

**Task 3.1:** The Health Department will work directly with community partners to ensure distribution of filter fan kits and educational materials to appropriate households in Pierce County. The Health Department will print educational materials and provide to community partners involved in distribution.

*Deliverable for Task 3.1:* The Health Department will submit quarterly reports in writing to the Agency project manager showing current community partners, numbers of fans distributed, and verification of distribution, including fan recipient contact information.

**Task 3.2:** The Health Department will collect recipient demographic data and conduct post-project surveys and follow-up with filter fan recipients to track filter fan distribution, demographics, household members' experience, and project outcomes.

*Deliverable for Task 3.2:* The Health Department will share survey template draft(s) with the Agency project manager prior to project launch and incorporate Agency edits. The Health Department will incorporate survey results, the Department's learnings from its work on this Plan that was funded by this Agreement, and any recommendations for future work related to the Plan, in the final report required by Task 4.

**Task 4:** The Health Department will submit a draft of the final report to the Agency project manager for review. The Health Department will incorporate Agency input and submit the final report within 30 days of the end of the term of this Agreement.

*Deliverable for Task 4:* The Health Department will submit a draft final report to the Agency project manager by e-mail in advance of the final report. The final report for Task 4 will be submitted by e-mail and include total number of fans distributed to community members, the demographics of the recipients of the fans, the survey results, learnings as described in Task 3.2 above, total expenditures, and any additional information provided by the Agency as referenced in § 1(B), Task 3.

2. **Compensation.** The total amount paid by the Agency for satisfactory performance of the work under this Agreement shall not exceed **\$26,100**. Funding for this Agreement is contained in the Agency's FY21 annual budget and is drawn from the Civil Penalties fund balance. As noted in Section 1(B), Task 1, due to current constraints caused by the COVID-19 pandemic, this shall include reimbursement for project purchases made from September 1, 2020, through the term of this Agreement. No other payments in advance or in anticipation of goods or services to be provided under this agreement shall be made by the Agency.

A. To obtain payment, the Health Department shall submit invoices to the Agency on a monthly basis and at the end of the term of the Agreement for the equipment and supplies purchased as described in Section 1.

B. Purchases by the Health Department shall generally be consistent with the costs identified in the table as follows:

Item	Quantity	Cost*	Total
Box Fans	600	\$17	\$10,200
Merv13 filters	1200	\$8	\$9,600
Fasteners	1200	\$1	\$1,200
Shipping/handling		est.	\$500
	<b>Subtotal</b>		<b>\$21,500</b>
Indirect		21%	\$4,515.00
	<b>Total</b>		<b>\$26,015.00</b>

Supply shortages due to COVID-19 may create the need for the Health Department to purchase in small batches and individual item prices may vary based on availability.

C. The Health Department shall submit invoices to the Agency's Manager of Finance and Purchasing in writing and shall be paid upon successful performance by the Health Department and 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.

D. Funding for work to be conducted after June 30, 2021, 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, 2021 until so authorized by the Project Manager.

3. **Term.** This Agreement is effective upon the signature of both parties. Except as noted in Section 2 of this Agreement, no payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the Agency and any costs incurred prior to the effective date of this Agreement will be at the sole expense and risk of the Health Department. The termination date of this Agreement is **June 30, 2022**.

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 Project Manager:</b>	<b>Send Invoices to:</b>
Christopher Schuler	Gail Pethe	Attn: Finance Manager
Tacoma-Pierce County Health Department	Puget Sound Clean Air Agency	Puget Sound Clean Air Agency
3629 South D St Tacoma, WA 98418-6813	1904 Third Avenue, Suite 105 Seattle, WA 98101	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (253) 798-4789	Phone: (206) 689-4043	Phone: 206-689-4014
Fax: (253) 798-4700	Fax: (206) 343-7522	Fax: (206) 343-7522
E-mail address: <a href="mailto:cschuler@tpchd.org">cschuler@tpchd.org</a>	E-mail address: <a href="mailto:gailp@pscleanair.gov">gailp@pscleanair.gov</a>	E-mail address: <a href="mailto:finance@pscleanair.gov">finance@pscleanair.gov</a>

5. **Changes.** The parties may, from time to time, require changes in this Agreement. Only the Agency's Project Manager shall have the authority to negotiate changes on behalf of the Agency. The parties shall mutually agree to the changes by written amendment to the Agreement.

6. **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. 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.** Except as described Section 1(C), Task 2 in this agreement, the Health Department shall not enter into subcontracts or sub agreements 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 or sub agreement 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.

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.

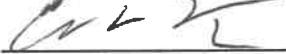
9. **Indemnification.** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

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.

11. **Non-discrimination.** During performance of this Agreement, the parties shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies, including but not limited to, Title VI of the Civil Rights Act and all implementing regulations.

**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: 

Craig T. Kenworthy  
Executive Director

Date: 9/17/2020

**TACOMA-PIERCE COUNTY  
HEALTH DEPARTMENT**

By: 

Christopher Schuler  
Business Manager

Date: 9/17/2020

Approved as to Form:

By: 

Jennifer A. Dold  
General Counsel

Date: 9/18/20

