

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF TACOMA
AND
THE TACOMA-PIERCE COUNTY HEALTH DEPARTMENT**

THIS Memorandum of Understanding (“MOU”) is made and entered into by and between and the CITY OF TACOMA, a municipal corporation operating under the laws of the state of Washington as a First Class City (“the **City**”) and the Tacoma-Pierce County Health Department (“**TPCHD**”), a combined City-County Health Department and public agency of the state of Washington.

RECITALS

WHEREAS the Wood Stove Program (“Program”), operated by the Puget Sound Clean Air Agency (“PSCAA”) in partnership with Tacoma-Pierce County Health Department (“TPCHD”), was formed in response to a 2009 Environmental Protection Agency (“EPA”) finding that the Tacoma-Pierce County area was out of compliance with the Clean Air Act due to the severity of fine particle pollution caused by older wood-burning devices, and

WHEREAS the Program was developed to help residents in a targeted area of Pierce County, known as the Smoke Reduction Zone (“Zone”), replace uncertified wood-burning devices with cleaner heating options through education, outreach, and financial assistance, with an emphasis on connecting low-income households and other underserved populations with more environmentally friendly stoves or other heating devices, such as gas appliances or heat pumps, and

WHEREAS the partnership began in 2007 and was, until this year, funded through a \$100,000 contract with PSCAA and a match of approximately \$100,000 by the TPCHD, and

WHEREAS the Program, having exhausted all previously awarded grant funding, is currently on hold, and

WHEREAS additional funding is expected from the Department of Ecology to finance woodstove replacements, but said funding does not include TPCHD staff and administrative costs, and

WHEREAS, in May 2015, the PSCAA indicated that it would have reduced funding for Pierce County woodstove change outs and local agencies to contribute funding to enable the program to continue, and

WHEREAS, given the importance of the Program and the necessity of remaining in compliance with EPA standards, the TPCHD has requested Program support from the City, and

WHEREAS the cost of the work done by TPCHD for the Wood Stove Program is approximately \$200,000 per year, which covers staff and other administrative costs, and

WHEREAS the City has proposed 2015-2016 Program funding as follows: for 2015, \$50,000 from the City, \$50,000 from the last portion of the PSCAA contract, and \$100,000 from the TPCHD; and for 2016, \$50,000 from the City, \$50,000 from Pierce County, and \$100,000 from the TPCHD, and

WHEREAS the proposed funding would be used for costs associated with verifying income qualification for financial assistance awarded to City of Tacoma applicants, as well as serving as the primary customer contact point and providing a local resource to serve community members, and

WHEREAS funds would also be available to focus outreach in particular neighborhoods, such as the Lincoln and South End neighborhoods of the City, and

WHEREAS the City and TPCHD desire to enter into a Memorandum of Understanding to implement the program funding as herein described:

NOW THEREFORE, the parties hereto desire to set forth the terms and understanding between the City and the TPCHD regarding funding of the Program:

MEMORANDUM OF UNDERSTANDING

Section 1. Purpose and Scope. The above recitals are incorporated herein and represent the purpose and scope of this MOU. This MOU represents the intent of the City to temporarily provide funding for the Wood Stove Program and the intent of the TPCHD to implement the conditions as set forth herein when such funds are made available by the City.

Section 2. Conditions and Arrangements. The City agrees to provide 2015-2016 Program funding ("City Contributions") as follows:

A. Year 2015. The City will, at a time mutually agreed to by the City and TPCHD, transfer to the TPCHD the sum total of \$50,000 to be applied by the TPCHD to the Program subject to the conditions as set forth herein.

B. Year 2016. The City will, at a time mutually agreed to by the City and TPCHD, transfer to the TPCHD the sum total \$50,000 to be applied by the TPCHD to the Program subject to the conditions as set forth herein

C. Matching Funds. The City Contribution set forth in Section A is conditioned upon availability of \$50,000 of Program funding from the last portion of the PSCAA contract, and \$100,000 of Program funding from the TPCHD. The City Contribution set forth in Section B is conditioned upon Program funding of \$50,000 from Pierce County, and \$100,000 from the TPCHD.

D. Application of City Contributions. The City Contributions shall be applied by the TPCHD to the costs associated with verifying income qualification for financial assistance awarded to eligible City of Tacoma applicants, as well as serving as the primary customer contact point and provide a local resource to serve community members.

E. Priority of Application of City Contributions. The TPCHD shall focus application of City Contribution to City of Tacoma residents and place an emphasis on outreach activities in particular neighborhoods in the City of Tacoma, such as the Lincoln and South End neighborhoods of the City.

E. Reporting. TPCHD shall, no later than the 31st of March of 2016, and the 31st of March of 2017, provide a report to the City of Tacoma describing how the City Contributions were applied.

Section 3. Mutual Cooperation. The City and TPCHD intend to work cooperatively with one another to accomplish the purpose and intent of this MOU.

Dated this _____ day of _____, 2015.

CITY OF TACOMA

**TACOMA-PIERCE COUNTY
HEALTH DEPARTMENT**

T.C. BROADNAX, City Manager

FRANK DIBIASE, Division Director
Environmental Health Division

Andy Cherullo, Finance Director

Approved as to Form:

City Attorney/Deputy City Attorney