

WOODSMOKE REDUCTION PROGRAM RETAILER/INSTALLER AGREEMENT



Parties: This Retailer/Installer Agreement (“Agreement”) is for services between the Tuolumne County Air Pollution Control District (hereinafter called “DISTRICT”), and

(hereinafter called “Subrecipient”), effective as of the last date indicated below.

Subject Matter: The subject matter of this Agreement is the Woodsmoke Reduction Program. Detailed services to be provided by the Subrecipient pursuant to this Agreement are described in Attachment A, which is incorporated by reference herein.

Maximum Amount: In consideration of the services to be performed, the DISTRICTS agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment A, a sum not to exceed \$1,000 per Standard Voucher; or no greater than \$3,500 (unless amended by the District) towards eligible project costs for Enhanced Vouchers.

Agreement Term: The period of Subrecipient’s performance shall begin upon date of execution, signified by the date of signature by the DISTRICT, and end on or before June 30, 2024 or, if earlier, the date on which all project dollars are spent.

Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the DISTRICT and Subrecipient. Any request for an amendment to this Agreement must be made in writing at least thirty (30) days prior to the end date of this Agreement or the request may be denied.

Cancellation: This Agreement may be cancelled by any party by giving written notice to the other parties at least 30 days in advance; provided, however, the DISTRICT may terminate this Agreement immediately for reasons stated in the Woodsmoke Reduction Program (Program) Retailer Provisions, incorporated by reference herein.

Contact persons:

<u>Subrecipient Program Contact:</u>	<u>Subrecipient Fiscal Contact:</u>
Name: _____	Name: _____
Phone: _____	Phone: _____
E-mail: _____	E-mail: _____
Fax: _____	Fax: _____

Attachments:

This Agreement also consists of the following attachment(s) that are incorporated herein:

- ☐ Woodsmoke Reduction Program Retailer Provisions
- ☐ Voucher Tracking Form
- ☐ Recycler Certification Form
- ☐ Acknowledgement of Training Form

I hereby certify that I understand the conditions and requirements for participation in the Woodsmoke Reduction Program and agree to fulfill the requirements and comply with the conditions in this Agreement that I am entering into with the Tuolumne County Air Pollution Control District.

_____	Date: _____
Signature Subrecipient	
_____	Date: _____
Signature Tuolumne County Air Pollution Control District	

Attachment A

Woodsmoke Reduction Program – Retailer/Installer Provisions

1. Inform the Customer about Program requirements and timelines.
2. Verify the old device is eligible for the Program.
3. Conduct an in—home estimate for the installation of a basic model that will be safe, clean-burning, and efficient, note upgrades above base estimates on the estimate, and provide to the customer. Eligible costs include:
 - a. Cost of the new device including sales tax.
 - b. Installation of the new device including any parts, materials, or labor required for the safe and legal installation of the new device.
 - c. Removal and disposal of the old stove or insert.
 - d. If residence does not have a functional smoke and carbon monoxide detectors, the purchase and installation of new detectors.
 - e. If the existing fireplace is structurally sound, the purchase and installation of a fireplace insert utilizing wood, natural gas, propane, or electricity. If fireplace lacks structural integrity, the purchase of a free-standing home heating device.
4. Accept the voucher from the customer and apply the voucher value as a discount towards the purchase price of the device.
 - a. Standard Vouchers are valued at \$1,000.
 - b. Enhanced Vouchers are valued at up to \$3500 unless the Retailer can show through an estimate submitted to the District PRIOR to starting work that extraordinary circumstances require additional funds. Extraordinary circumstances may include mandatory code or fire safety upgrades, the need to heat a home with large square footage, or unusual configurations. If the District approves the estimate, the Voucher amount will be amended by the District. Designer upgrades and work not necessary for the safe operation of the new device will not be considered
5. Notify the District no later than the expiration date on the voucher once the customer has signed a contract or entered into a binding agreement to purchase a new appliance. Do not take a voucher from a customer if the customer does not sign a contract or enter into a binding agreement to purchase a new appliance.
6. Ensure that all new wood-burning devices are EPA-certified.
7. Consider providing an additional discount at the time of sale to the purchase price of the EPA-certified device.
8. Complete and sign the Woodsmoke Reduction Program voucher provided by the customer for each replaced device (i.e. uncertified wood stove/insert). Make sure to include the manufacturer, model and serial number for each wood stove/insert removed or replaced and also for the new replacement device.
9. Remove the uncertified wood stove/insert from the residence and properly dispose of it by delivering it to a recycling facility. If present, make sure to remove the refractory material from the wood device before delivering it to the recycler.
10. Complete and submit to the District a Recycler Certification form for each uncertified stove/insert. The Recycler Certification form must be signed indicating that the stove will be destroyed and recycled.
11. Submit to the District completed paperwork with an original invoice for reimbursement. Invoices submitted to the District without the required paperwork are not payable (No Exceptions). All paperwork must be submitted to the District within thirty (30) days of completing the installation of the device. The following paperwork must be submitted with invoice:
 - a. Original Voucher completely filled out and signed with all required information showing that the work has been completed. Copies of the voucher will not be accepted.
 - b. Copy of in-home estimate provided to homeowner.
 - c. Copy of purchase invoice – The purchase invoice shall show the voucher, retailer, and manufacturer's discounts as line items. The purchase invoice must be signed by the customer and list the manufacturer and the type of device purchased.
 - d. Recycler Certification form, if replacing or removing a wood stove/insert.

- e. Two color photos, one showing the replaced or removed device and one showing the installed device.
12. Provide information to homeowner or tenant on new device operation and maintenance, and proper wood burning practices. Please have the homeowner or tenant sign an Acknowledgement of Training form.
 13. As a Participating Retailer, I understand that the District will not reimburse me for expired vouchers.
 14. As a Participating Retailer, I understand that it is my responsibility to ensure that all installations are done in accordance with any applicable city, town or county codes and/or ordinances including but not limited to, ensuring that all necessary building permits are obtained as required.
 15. As a Participating Retailer, I understand that installers must be properly licensed with an active C-61 (D34 Prefabricated Equipment Contractor) license issued by the California Contractors State Licensing Board to install the new device. I also understand that Installers must have a minimum of three (3) years of experience installing home heating devices to manufacturer specifications.
 16. As a Participating Retailer, I understand that the District assumes no responsibility or liability for the removal of appliances, the purchase and installation of replacement appliances or any other element of the replacement process. I agree to indemnify, defend, and hold harmless District and its elected and appointed officials, officers, employees, agents, and volunteers against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of my performance under this Agreement or that of my officers, employees, agents, contractors, consultants, or any person under my direction or control, the removal of appliances, the purchase and installation of replacement appliances, and any other element of the replacement process.
 17. As a Participating Retailer, I understand the insurance requirements necessary to participate in the Program. The insurance requirements are incorporated herein as an attachment to this Retailer Provisions document.
 18. As a Participating Retailer, I agree to address and resolve unanticipated issues expeditiously with the District.
 19. As a Participating Retailer, I understand that all installations must be completed no later than ninety (90) days after a voucher has been redeemed. If work cannot be completed due to unforeseen circumstances such as construction delays, I must obtain a written authorization from the District for an extension to complete the installation. Any vouchers submitted after this date for refunds without prior authorization from the District will not be accepted by the District.
 20. As a Participating Retailer, I agree to provide the District, the California Air Pollution Control Officer's Association (CAPCOA) and the State of California access to my facility and records to inspect for compliance with program requirements, if requested. I understand that the District will provide not less than two (2) calendar days' notice prior to this inspection.
 21. As a Participating Retailer, I understand the following: This Program involves funding from the state and, as a consequence, retailers, installers, and any subcontractors shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Program including but not limited to the following: Retailers and their employees, representatives, and subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status; Retailers and Installers shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Division 4.1) incorporated into this Program by reference and made a part hereof as if set forth in full. Retailers, by signing the Retailer Agreement, provide written notice of their obligations under this clause as required by law.
 22. As a Participating Retailer, I fully understand that I will be removed from the program for not complying with the conditions and requirements of this Agreement.

Woodsmoke Reduction Program – Insurance Requirements

1. General Provisions

- a) **Coverage Term:** Participating Retailer/Installer insurance coverage shall be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the District and provided to CAPCOA at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of this Agreement.
- b) **Policy Cancellation or Termination and Notice of Non-Renewal:** Participating Retailer/Installer is responsible to notify the District within five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Participating Retailer/Installer fails to keep in effect at all times the specified insurance coverage, the District may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of Grant Agreement G16-WSRP-01.
- c) **Deductible:** Participating Retailer/Installer is responsible for any deductible or self-insured retention contained within their insurance program.
- d) **Primary Clause:** Any required insurance contained in this Agreement shall be primary, and not excess or contributory to any other insurance carried by the District or CAPCOA.
- e) **Insurance Carrier Required Rating:** Participating Retailer/Installer's insurance policy (ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the District Risk Manager. If the installer/contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f) **Endorsements:** Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g) **Inadequate Insurance:** Inadequate or lack of insurance does not negate the Participating Retailer/Installer's obligations under this Agreement.
- h) **Satisfying an SIR:** All insurance required by this Agreement must allow the State to pay and/or act as the Participating Retailer/Installer's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Participating Retailer/Installer's agent in satisfying any SIR is at the District's discretion.
- i) **Available Coverages/Limits:** All coverage and limits available to the Participating Retailer/Installer shall also be available and applicable to the District.
- j) **Subcontractors/Manufacturers:** In the case of Participating Retailer/Installer's utilization of subcontractors/manufacturers to complete the contracted scope of work, Participating Retailer/Installer shall include all subcontractors/manufacturers as insured under Participating Retailer/Installer's insurance or supply evidence of insurance to the District equal to policies, coverages, and limits required of Participating Retailer/Installer.

2. Commercial General Liability

Participating Retailer/Installer shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured project agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Participating Retailer/Installer's limit of liability. The policy must name the District, its elected and appointed officials, officers, employees, agents and volunteers as additional insured.

3. Automobile Liability

Participating Retailer/Installer shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must name the District, its elected and appointed officials, officers, employees, agents and volunteers as additional insured.

In the event that the Participating Retailer/Installer does not have any commercially owned motor vehicles, a no-owned autos waiver must be completed and retained in District files. A sample waiver form is available upon request.

4. Workers' Compensation and Employers' Liability

Participating Retailer/Installer must furnish to the District a certificate of insurance to remain in effect at all times during the term of this Agreement. Installer/contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance of the Agreement. Employers' liability limits of \$1,000,000 are required. A sample form is available upon request.