



**Memorandum of Understanding  
between the  
Puget Sound Clean Air Agency  
and Snohomish County Fire District #5**

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WHEREAS, outdoor burning is a hazard from both a fire safety standpoint and a public health and nuisance standpoint, and

WHEREAS, it is acknowledged by all parties to this agreement that a cooperative effort is necessary if the public is to be properly served, and

WHEREAS, in order to define the roles of the Puget Sound Clean Air Agency (Agency) and Snohomish County Fire District #5 (District), the following memorandum of understanding has been established;

**NOW THEREFORE BE IT UNDERSTOOD THAT:**

**Section 1: Public Education**

A. The Agency will inform the public about outdoor burning regulations and alternatives to burning, such as providing news releases to local newspapers, purchasing advertisements, speaking to local government officials if requested.

B. The Agency will distribute appropriate educational materials to fire protection agencies, contractors associations, solid waste utilities, libraries, and other interested parties.

C. The District will post and otherwise make available the educational materials provided by the Agency in locations accessible to the public.

**Section 2: Permitting**

A. The Agency will issue permits for agricultural burning and will incorporate any appropriate permit conditions recommended by the District prior to granting such permits.

B. The District will attempt to minimize the air pollution from training fires by complying with the conditions of the Agency's Regulation I, Sections 8.07 and 8.08, and by conducting joint exercises whenever possible.

**Section 3: Complaint Response and Enforcement**

A. The Agency will respond to complaints of burning within areas for which burning has been prohibited for the purpose of air pollution enforcement. The District will respond to outdoor burn complaints to insure fire safety.

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B. Resource type, staffing and response mode, committed by the District to outdoor burning complaints shall be determined solely by the District.

C. The Agency may request that the District extinguish an outdoor fire if, in the course of its responding to a complaint of burning in a prohibited area, the violator is unable or unwilling to extinguish the fire.

D. The Agency shall submit a records request to the District for all outdoor burning complaints. The frequency of submittal and content of the reports shall be based upon mutual agreement between the Agency and the District and detailed in the Agency records request.

E. The Agency assumes responsibility for enforcing air pollution laws. The Agency will reimburse the District as a result of the District's response to, and suppression of illegal outdoor burning. These costs may also include report preparation, costs of 911 call taking and dispatch, and use of contractor(s) retained by the District to extinguish illegal outdoor burning. The Agency agrees to reimburse the District for costs as specified in this section:

F. Equipment costs shall be reimbursed at the greater of either:

- The current Washington State Association of Fire Chiefs Equipment rate schedule as posted at <http://www.wsafc.org/> or
- The actual cost of invoices presented to the District by the contractor for backhoe, dozer or similar equipment utilized at the request of the District to suppress illegal outdoor burning.

Personnel costs shall be reimbursed utilizing the District's actual costs, as provided on the District's total cost of compensation (TCC) hourly rate schedule. The invoice sent to the Agency by the District will include required station back-fill costs.

911 call-taking and dispatch costs shall be reimbursed at the actual District cost for these services. This cost is determined by dividing the current year Snopac fees by the actual number of incidents for the period two years prior to the current year. For example, 2008 costs are the 2008 Snopac fees divided by the number of incidents for the entire year 2006.

G. Reimbursement formulas may be changed once per calendar year by agreement between the parties.

H. The District shall forward a copy of the incident reports (and any evidence) along with an approved invoice to the Agency

I. Upon receiving a report from the District documenting an unlawful outdoor fire, the Agency will take appropriate enforcement action after consultation with the District.

J. Any civil penalty decisions by the Agency will be made solely by the Agency after reviewing reports prepared by the District.

K. The Agency will advise the District of all actions and correspondence relating to enforcement actions.

L. The District may be called to provide testimony in any court proceedings resulting from enforcement action taken by the Agency.

**Section 4: Termination**

It is acknowledged by the parties whose signatures are shown below that this document is solely an agreement to the practices listed in this document and may be terminated by either party by giving ten days written notice to the other of the desire to terminate.

Signed on \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_

*Laurie Halvorson* 4/28/10

Laurie Halvorson, Director-Compliance, Puget Sound Clean Air Agency

*M. Anderson* 4/27/10

Snohomish County Fire District #5