

INTERLOCAL AGREEMENT

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 **Snohomish County Fire District 28**, 512 Ave A, PO Box 64, Index, WA 98256.

WHEREAS, outdoor burning can pose a public safety hazard, adversely impact public health and cause a nuisance, and

WHEREAS, it is acknowledged by both parties to this Agreement that a cooperative effort is necessary to properly serve the public, and

WHEREAS, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into an agreement with Fire District 28 for the purpose of identifying the parties' respective roles; and

WHEREAS, the parties enter into this Agreement pursuant to RCW 39.34 et. seq.; and

NOW, THEREFORE, the Agency and Fire District 28 mutually agree as follows:

1. Purpose and Scope of This Agreement

The purpose of this Agreement is to work together more effectively to provide information to the public about outdoor burning regulations and alternatives to burning, and cooperatively address illegal outdoor burning incidents as described in this Agreement. To this end, the parties agree to work together and carry out the duties as described below.

A. Duties of the Agency

Section 1. Public Education

- a. The Agency will inform the public about outdoor burning regulations and alternatives to burning, through means such as providing news releases to local newspapers and providing information to government officials upon request.
- b. The Agency will distribute appropriate educational materials to fire protection agencies, contractors associations, solid waste utilities, libraries, and other interested parties upon request.

Section 2. Complaint Response and Enforcement

- a. The Agency is responsible for enforcing air pollution laws, as provided by state law and in this Agreement. Upon receiving information from Fire District 28 sufficiently documenting unlawful outdoor burning, the Agency will take appropriate enforcement action as determined by the Agency. In addition, the Agency recognizes the authority of Fire District 28, in consultation with other permitting authorities, to respond to and investigate complaints about illegal outdoor burning.

- b. All decisions about enforcement actions by the Agency, including civil penalty decisions, with respect to unlawful outdoor burning will be made solely by the Agency after reviewing information provided by Fire District 28. The Agency will prepare civil penalty recommendations using the Agency's Outdoor Burning Civil Penalty Worksheet. At the request of Fire District 28, the Agency will consult with Fire District 28 regarding penalty recommendations.
- c. Upon request, the Agency will reimburse Fire District 28 for Fire District 28's reasonable (as determined by the Agency), actual personnel costs associated with the investigation, report preparation, administrative and supervisory overview, and equipment costs for equipment used to respond to and investigate illegal outdoor burning.

B. Duties of Fire District 28

Section 1. Public Education

- a. Fire District 28 will post and otherwise make available the educational materials provided by the Agency in locations accessible to the public.

Section 2. Complaint Response and Enforcement

- a. At the discretion of Fire District 28, the District will forward a copy of incident reports and any other information or evidence, including photographs, to the Agency. Fire District 28 may also send an approved invoice in accordance with Section 1.A.2 of this Agreement and request reimbursement of the amount shown in the approved invoice. The Agency may include the amount of the approved invoice in any civil penalty issued by the Agency.
- b. Upon request by the Agency, Fire District 28 personnel will provide testimony in any administrative or court proceedings resulting from enforcement actions taken by the Agency pursuant to this Agreement.

2. **Term.** The effective date of this Agreement is the date the agreement is signed by both parties. This Agreement shall be in effect until terminated by the parties.
3. **Communications.** The following persons shall be the contact person for all communications regarding the performance of this Agreement. By written correspondence, including e-mail, the parties may change the contact persons or information listed in this section.

Snohomish County Fire District 28	Agency	Send invoices to:
Fire Chief Ernie Walters	Supervising Inspector Kim Cole	Finance Manager
Snohomish County Fire District 28	Puget Sound Clean Air Agency	Puget Sound Clean Air Agency
PO Box 64 Index WA 98256	1904 Third Avenue, Suite 105 Seattle, WA 98101	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: 360-793-0866	Phone:(206) 689-4020	Phone:(206) 689-4014
Fax: 360-793-6776	Fax: (206) 343-7522	Fax: (206) 343-7522
E-mail address: Fire28@premier1.net	E-mail address: kimc@psccleanair.org	Email: Finance@psccleanair.org

4. **Changes.** The parties may, from time to time, require changes in the scope of services performed under this Agreement. The parties shall mutually agree to the changes by written amendment to the Agreement.

5. **Termination.** Either party may terminate this Agreement at any time with or without cause by giving a ten day (10) written notice to the other party of the desire to terminate

6. **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.

7. **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.

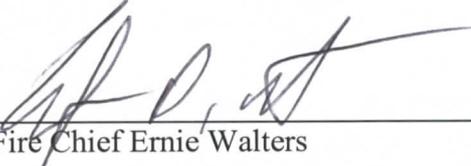
8. **Compliance with All Laws and Regulations.** The parties shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

9. **Supersedes Previous Agreements.** This Agreement supersedes any previous agreement(s) between the parties about outdoor burning and/or reimbursement of Fire District 28 response costs related to illegal outdoor burning.

This Agreement is executed by the persons signing below, who warrant they have the authority to execute this Agreement.

**PUGET SOUND CLEAN AIR
AGENCY**

**SNOHOMISH COUNTY FIRE
DISTRICT 28**

By:  By: 
~~Laurie S. Halvorson~~ **STEVEN M. VAN SLYKE** Fire Chief Ernie Walters
Director of Compliance and Legal

Date: 1/11/16

Date: 12/17/15

Approved as to Form:

By: 
Jennifer A. Dold
Attorney

Date: 1/6/2016