

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 East Pierce Fire & Rescue, 18421 Veterans Memorial Dr. E., Bonney Lake, WA 98391.

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 East Pierce Fire & Rescue 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 East Pierce Fire & Rescue 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 East Pierce Fire & Rescue 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 East Pierce Fire & Rescue, 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 East Pierce Fire & Rescue. The Agency will prepare civil penalty recommendations using the Agency's Outdoor Burning Civil Penalty Worksheet. At the request of East Pierce Fire & Rescue, the Agency will consult with East Pierce Fire & Rescue regarding penalty recommendations.

c. Upon request, the Agency will reimburse East Pierce Fire & Rescue for their reasonable (as determined by the Agency) costs in responding to and reporting to the Agency an unlawful fire. These costs include actual personnel costs associated with the investigation, report and photograph preparation, administrative and supervisory overview, and equipment costs for equipment used to respond to and investigate illegal outdoor burning.

B. Duties of East Pierce Fire & Rescue

Section 1. Public Education

a. East Pierce Fire & Rescue 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 East Pierce Fire & Rescue, East Pierce Fire & Rescue will forward a copy of incident reports and any other information or evidence, including photographs to the Agency. East Pierce Fire & Rescue may also send an invoice and request reimbursement of the amount shown in the invoice in accordance with Section 1.A.2.(c). The Agency may include the amount of the approved invoice in any civil penalty issued by the Agency.

b. Upon request by the Agency, East Pierce Fire & Rescue 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 shall commence when executed 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.

| East Pierce Fire & Rescue | Agency |
|---|---|
| Chuck King, Fire Marshal | Rick Hess, Manager-Inspection |
| | Puget Sound Clean Air Agency |
| 18421 Veterans Memorial Dr. E. Bonney Lake, WA 98391 | 1904 Third Avenue, Suite 105 Seattle, WA 98101 |
| Phone: (253) 863-1800 | Phone: (206) 689-4029 |
| Fax: (253) 863-1848 | Fax: (206) 343-7522 |
| E-mail address: cking@eastpiercefir.org | E-mail address: rickh@pscleanair.gov |

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 East Pierce Fire & Rescue 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**

**EAST PIERCE FIRE &
RESCUE**


By: 
Steve Van Slyke
Director - Compliance

By: 
Bud Backer
Fire Chief

Date: August 28, 2020

Date: August 27, 2020

Approved as to Form:

By: 
Jennifer A. Dold
General Counsel

Date: 9/2/20