

FIRE MARSHAL SERVICES INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the SNOHOMISH REGIONAL FIRE & RESCUE (“SRFR”), and the undersigned City of Sultan (“City”).

RECITALS

1. SRFR and the City are public agencies as defined by Ch. 39.34 of the Revised Code of Washington (“RCW”), and are authorized to enter into interlocal agreements on the basis of mutual advantage and to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and
2. SRFR maintains a professional fire and life safety division that regularly performs administration of the fire code and conducts inspections, plan reviews, and/or fire investigations “Fire Marshal Services;” and
3. SRFR has statutory authority to provide Fire Marshal Services pursuant to RCW 52.12.031; and
4. The City desires to use SRFR’s Fire Marshal Services to assist the City in managing the City’s responsibilities under Washington State Law.

AGREEMENT

NOW THEREFORE, in consideration of the terms and provisions contained herein, it is agreed between SRFR and the City as follows:

1. Definitions.

1.1. City Point of Contact. The City’s Point of Contact shall be the City Administrator or his/her designee, as designated in writing, and shall be the primary contact with the SRFR Fire Marshal and Fire Chief.

1.2. Fire Chief. The appointed Fire Chief of SRFR.

1.3. Fire Marshal Services. The services identified on Exhibit A to this Agreement.

1.4. Fire Marshal. The Fire Marshal designated by SRFR to be the responsible official for providing the Fire Marshal Services.

2. **Services.** It is the purpose of this Agreement to establish the framework to allow SRFR to perform the Fire Marshal Services set forth in Exhibit A as required by the City to fulfil its statutory obligations to provide the Fire Marshal Services to its citizens.

- 3. Compensation.** In consideration of this Agreement and the services provided, the City will compensate SRFr as follows:

 - 3.1.** The City will adopt the SRFr rate fee schedule in Exhibit B for all Fire Marshal Services and shall remit to SRFr 100% of the fees collected less any City administrative and/or technology fees collected in addition to the identified SRFr fee. Except for fees billed and collected directly by SRFr as set forth in Section 3.2, the City shall be responsible for the billing and collection of all such fees. The City shall account for and remit all fees collected to SRFr on a quarterly basis.

 - 3.1.1.** If at such time SRFr elects to use its own permitting, plan review and inspection software for the purpose of new construction and development, SRFr shall be responsible for billing and collection of fees. SRFr shall remit to the City, on a quarterly basis, City specific administrative fees collected.
 - 3.2.** SRFr shall be responsible for billing and collection of all annual inspection, operational permit, and related fees.
- 4. Administration of Agreement.** To carry out the purpose of this Agreement, a two-person board is hereby created to administer this Agreement (“Administrative Board”). The Administrative Board shall consist of the Fire Chief for the SRFr and the City Administrator of Sultan. . The Administrative Board shall meet no less than one time per year to discuss the performance of the obligations of SRFr and the City pursuant to this Agreement. The Administrative Board may, at its discretion and by mutual agreement, develop policies and procedures to aid in the implementation of this Agreement.
- 5. Designation of Fire Chief and Fire Marshal for Out-of-District Cities.** For the purposes of enforcement of federal, state, and City laws relating to the provision of the Fire Marshal Services and for the purposes of complying with federal and state grant programs or any other programs which relate to the provision of Fire Marshal Services, the City hereby designates the Fire Chief of the fire district having jurisdiction as the City’s Fire Chief, and SRFr’s Fire Marshal as the City’s Fire Marshal and Fire Code Official. Notwithstanding the preceding designations, the Fire Chief shall remain an employee of the fire district having jurisdiction and Fire Marshal shall remain an employee of SRFr and SRFr shall retain absolute discretion over all employment decisions relating to the Fire Marshal.
- 6. Communications.** The Fire Marshal will use reasonable efforts to keep the City’s Point of Contact informed and apprised of problems and/or circumstances arising from the provision of Fire Marshal Services. The City’s Point of Contact will use reasonable efforts to keep the Fire Marshal informed and apprised of circumstances within the City’s jurisdiction that impact or affect the Fire Marshal Services.
- 7. Fire Code Administration/Standardization.** The City is responsible for adopting the Washington State Fire Code as amended by the City. The City’s local code amendments shall be adopted in consultation with the Fire Marshal. SRFr provides

Fire Marshal Services to multiple cities and is working with each city to standardize the adoption, review, and enforcement of the Fire Code on a regional basis. The City agrees to work with SRFR to adopt Fire Code and design standards that are consistent and uniform across the jurisdictions served by SRFR.

- 8. Fire Code Enforcement.** Subject to the Fire Marshal's role as defined in Exhibit A, the City shall be responsible for taking any action to enforce the provisions of the City's adopted Fire Code. The City shall be fully responsible for bringing any cause of action before any court, hearing examiner, board, committee, or other body empowered to determine responsibility for violations of the City's Fire Code and shall be responsible for pursuing and collecting any fines, penalties, compliance, and abatement. SRFR employees and agents that provide the Fire Marshal services will cooperate with and be available for all City enforcement actions.
- 9. Records.** Except for working copies, all other records, documents, and drawings pertaining to the Fire Marshal services provided for under this Agreement shall be maintained at a City location determined by the City and shall be the sole property of the City.
- 10. Duration.** This Agreement shall become effective on the date specified in **Exhibit A**, and shall remain in full force and effect until the Agreement is terminated in accordance with **Section 12**.

11. Termination.

- 11.1. Trial Period.** This Agreement may be terminated by either party in the first six months with 14 days' advance written notice.
- 11.2. Termination by Notice.** Either party may terminate this Agreement by providing the other party with 365 days advance written notice of an intent to terminate or renegotiate. If the Notice is requesting renegotiation the parties must reach agreement on the renegotiated terms within 180 days of the Notice or the Agreement will terminate on the 365th day following the Notice.
- 11.3. Termination by Mutual Written Agreement.** This Agreement may be terminated at any time by mutual written agreement of the parties.
- 11.4. Termination for Breach.** SRFR may terminate this Agreement with fourteen (14) days advance written notice upon the failure of the City to make payments as required by this Agreement. The City may terminate this Agreement upon fourteen (14) days advance written notice in the event SRFR fails to provide services as required in this Agreement. Prior to termination for Breach, the party claiming breach must provide written notice to the breaching party stating the basis of the breach and the party receiving notice shall have 14 calendar days in which to cure the breach before Notice of Termination can be provided.

12. Indemnification and Hold Harmless.

12.1. The City agrees to defend, indemnify, and hold harmless SRFR and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by the City or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorney's fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by the City or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable.

12.2. SRFR agrees to defend, indemnify, and hold harmless the City and each of its employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by SRFR or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorney's fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by SRFR or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.

12.3. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

13. Insurance. SRFR and the City shall carry and maintain, for the duration of this Agreement, general liability, automobile liability, property damage, and errors and omissions insurance coverage with an admitted carrier for the state of Washington.

14. Dispute Resolution. Prior to any other action, the parties shall meet and attempt to negotiate a resolution to such dispute.

14.1. Mediation. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

14.2. Arbitration. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party

may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Snohomish County Superior Court, Snohomish County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

14.3. Judicial. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the Snohomish County Superior Court. The court shall determine all questions of law and fact without empaneling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.

14.4. Final Remedy. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

15. Miscellaneous.

15.1. Ownership of Property. The parties to this Agreement do not contemplate the acquisition of any jointly owned property to carry out the purposes of this Agreement. Any property owned by SRFr shall remain the property of the SRFr and any property owned by the City shall remain the property of the City.

15.2. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

15.3. Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.


- 15.4. Non-Exclusive.** The parties recognize that SRFr may enter additional interlocal agreements with other government agencies for the performance of the work called for in this Agreement. The parties also recognize that SRFr may become a party to an interlocal agency in conjunction with other Snohomish county municipalities for the purpose of performing the work called for in this Agreement. The City agrees that by signing this Agreement, the performance of the work called for in this Agreement may be performed by an interlocal agency in which SRFr is a party, and that personnel who are employed by jurisdictions other than the SRFr which are a party to that other interlocal agreement may perform the work called for in this Agreement; provided that all other terms of this Agreement shall apply to the performance of the work in Agency. Nothing herein shall compromise the services provided to the City pursuant to this Agreement.
- 15.5. Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each party.
- 15.6. Compliance with Laws.** Each party agrees to comply with all local, federal and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action related to this Agreement shall be brought in Snohomish County.
- 15.7. Entire Agreement.** The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.
- 15.8. Amendments.** The Fire Chief and the City Administrator may agree to written amendments of Exhibit A without obtaining further approval from SRFr's or the City's legislative bodies.
- 15.9. Severability.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
- 15.10. Interpretation.** The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.

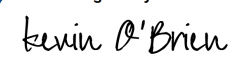
15.11. Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

15.12. Interlocal. This Agreement is authorized under RCW 39.34.080. Nothing herein shall be construed to create a partnership or joint venture between the Parties. This Agreement shall be filed with the Snohomish County Auditor or listed by subject on the City's or SRF's website or other electronically retrievable public source, pursuant to RCW 39.34.040.

City:

Snohomish Regional Fire & Rescue:

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By: 
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DocuSigned by:
By: 
131F0F0B2030477...

Print Name: Russell wiita

Print Name: Kevin O'Brien

Its Mayor

Its Fire Chief

DATE: 10/18/2021

DATE: 11/23/2021

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

Will Ibershof, City Administrator

City of Sultan

P.O. Box 1199

Sultan, WA 98294

Phone Number

russell.wiita@ci.sultan.wa.us

EXHIBIT A

ILA EFFECTIVE DATE Monday, November 1, 2021

SCOPE OF FIRE MARSHAL SERVICES

1. Land Use, Special Event, Building, Fire Plan Review and Permit Inspections

- 1.1. SRFR shall verify fire and life safety code compliance of the Washington State Building Code, Existing Building Code, Fire Code, Residential Code, and Wildland Urban Interface Code including any locally adopted amendments, codes, and/or standards by the City.
- 1.2. SRFR shall conduct plan reviews on all Land Use, Special Event, Building, Fire Protection, and other related applications to the City for development.
- 1.3. SRFR and each of its employees, officials, agents, and volunteers as identified by the Fire Marshal shall be granted access to the City's software used for permitting, plan review and inspection.
 - 1.3.1. SRFR may elect, for the purpose of efficiency, to purchase and maintain its own permitting, plan review and inspection software. At the point that SRFR establishes its own software, the City agrees to upload all necessary applicant information, documents and related files to the SRFR software.
- 1.4. SRFR shall be notified in a mutually agreed upon manner of pending plans due for review. Once notification is given, SRFR agrees to complete plan review within 14 business days of receipt from the City's permit coordinator.
- 1.5. SRFR Fire Marshal personnel shall be available, with reasonable notice, for both in-person and virtual pre-application and pre-construction conferences.
- 1.6. SRFR shall conduct field inspections of new construction, development, and events as required by the Washington State Fire Code and its referenced standards.
 - 1.6.1. SRFR shall be notified by the applicant, contractor, or other responsible party when permitted work is ready for inspection. Inspection requests shall be placed directly to SRFR, by phone or email, with a minimum of forty-eight (48) hours notice from the requested inspection date.

2. Annual Fire Safety Inspections of Businesses and Related Occupancies

- 2.1. SRFR shall provide annual fire safety inspections of business and occupancies within the corporate limits of the City beginning January 1, 2022.
 - 2.1.1. A fire safety inspection shall be conducted for each commercial civic address, building, suite, and building shell and/or common space (when applicable).
 - 2.1.2. SRFR shall be responsible for transmission of the completed annual fire safety inspection report to the owner, the owner's authorized agent, operator, occupant or other responsible person.
- 2.2. SRFR shall issue state mandated operational permits, when required, during the annual fire safety inspection. Once issued, SRFR shall renew operational permits during the annual fire safety inspection.

2.3. For annual fire inspection and operational permitting performed between January 1, 2022 and December 31, 2022, the City shall pay to SRFr the fees referenced in Section 4: Tables A and B, invoiced for each business. SRFr shall invoice the City on a monthly basis. Beginning January 1, 2023 SRFr shall invoice each businesses owner or identified representative.

3. Fire Investigation Services

3.1. It shall be the responsibility of the City and/or its fire district having jurisdiction to provide and/or contract for fire investigation services.

4. Public Fire and Life Safety Education

4.1. It shall be the responsibility of the City and/or its fire district having jurisdiction to provide public fire and life safety education.

4.1.1. SRFr, based on the availability of funding and resources, at the discretion of the City and fire district having jurisdiction, may provide and/or assist with public fire and life safety education programs.

5. Qualifications and Training of Personnel

5.1. Fire Code Enforcement: Personnel with primary fire code enforcement duties shall hold the following certifications and designations as appropriate for their rank and position.

5.1.1. Required:

- 5.1.1.1. ICC Fire Inspector I
- 5.1.1.2. ICC Fire Inspector II
- 5.1.1.3. ICC Fire Plans Examiner
- 5.1.1.4. ICC Certified Fire Marshal

5.1.2. Optional:

- 5.1.2.1. CPC Fire Marshal
- 5.1.2.2. ICC Fire Code Specialist
- 5.1.2.3. NFPA Certified Fire Protection Specialist

5.1.3. Temporary Personnel:

- 5.1.3.1. SRFr may assign personnel temporarily to fire code enforcement duties. All temporary personnel shall receive fire code enforcement training as approved by the Fire Marshal prior to engaging in code enforcement duties.

5.2. Fire Investigation: Personnel with primary fire investigation duties shall hold the following certifications as appropriate for their rank and position. (Note: SRFr contracts with Snohomish County Fire Marshal's Office for Fire Investigation Services. Qualifications of SCFMO personnel is determined by SCFMO.)

5.2.1. Required:

- 5.2.1.1. IAAI Fire Investigation Technician
- 5.2.1.2. IAAI Certified Fire Investigator
- 5.2.1.3. IFSAC Certified Fire Investigator

5.2.2. Optional

- 5.2.2.1. NFA Fire Investigation for First Responders

5.3. Public Fire and Life Safety Education: Personnel with primary public fire and life safety education shall hold the following certifications and qualifications as appropriate for their rank and position.

5.3.1. Required:

5.3.1.1. IFSAC Fire and Life Safety Educator

5.3.2. Optional

5.3.2.1. AHA BLS Instructor

5.3.2.2. NFA Youth Firesetter Intervention Specialist

5.3.2.3. SafeKids Worldwide Child Passenger Seat Technician

5.4. Continuing Education and Training

5.4.1. Fire code enforcement personnel shall be provided a minimum of sixteen (16) hours of related continuing education training per year to meet Washington Survey and Rating Bureau (WSRB) and International Code Council (ICC) training and recertification requirements.

5.4.2. Fire investigation personnel shall be provided a minimum of eighty (80) hours of related continuing education over a five (5) year period to meet International Association of Arson Investigators (IAA), WSRB, and Washington State Patrol (WSP) recertification requirements as applicable.

5.4.3. Public fire and life safety personnel shall be provided a minimum of sixteen (16) hours of related continuing education training per year to meet WSRB training requirements.

6. Annual Report

6.1. SRFR shall provide to the City an annual fire marshal services report consisting of the annual program appraisals for each Fire Marshal Service program provided to the City. The annual fire marshal services report shall be provided by no later than April 1st of each year.

EXHIBIT B**ILA EFFECTIVE DATE Monday, November 1, 2021****FIRE MARSHAL SERVICES FEE SCHEDULE**

The Fee Schedule may be modified from time to time by unanimous decision of the Administrative Board. The fees will be adjusted annually by the Seattle-Tacoma-Bellevue CPI-U published in June of the year prior to the effective date of the adjustment and will be rounded to the nearest whole dollar.

Section 1. Land Use Application Fees

Fees for land use application plan review shall be listed below. Unless otherwise specified, all fees are comprehensive for initial plan review with two (2) review correction cycles.

Table A – Pre-Applications	
For all land use pre-applications and pre-check of applications.	
Type	Fee
Pre-Application or Pre-Check of Application	\$35

Table B – Commercial and Residential Development	
For all commercial and residential developments where applicable.	
Type	Fee
Conditional Use Permit including Administrative	\$110
Site Plan Review	\$330
Construction Plans	\$440
Binding Site Plan	\$330
Deviation, Modification or Variance Review	\$110

Table C – Residential Plats	
For all residential plats.	
Type	Fee
Preliminary Short Plat (1-9 lots)	\$110
Preliminary Plat (10-30 lots)	\$220
Preliminary Plat (31 and greater lots)	\$330
Construction Plans (1-9 lots)	\$110
Construction Plans (10-30 lots)	\$220
Construction Plans (31 and greater lots)	\$330
Final Short Plat (1-9 lots)	\$110
Final Plat (10-30 lots)	\$110
Final Plat (31 and greater lots)	\$110

Table D – Miscellaneous Land Use Review

For all other land use applications not listed in Section 1 Tables A-C.	
Type	Fee
Miscellaneous Land Use Permit Review	\$110

Section 2. Building Permit Fees

Fees for commercial building plan review shall be listed below. Unless otherwise specified, all fees are comprehensive for plan review, permit issuance and two (2) site inspections.

Table A - Fire District Commercial Building Plan Review

For new and tenant improvement building permits. Applies to all occupancy types including group U.	
Construction Valuation	Fee
One- and Two-Family Dwellings under WSRC	\$35
\$0-\$5,000	\$35
\$5,001-\$10,000	\$65
\$10,001-\$25,000	\$100
\$25,001-\$50,000	\$195
\$50,001-\$250,000	\$325
\$250,001-\$500,000	\$455
\$500,001-\$1,000,000	\$620
\$1,000,001-\$2,000,000	\$780
Over \$2,000,000	\$975

Section 3. Special Event Permit Fees

Fees for all special events. Unless otherwise specified, all fees are comprehensive for plan review with two (2) review correction cycles, permit issuance and two (2) site inspections.

Table A – Special Event Permit Fees

For all special event permits.	
Request for waivers of fees for non-profit events shall be made in writing to the Fire Marshal no less than 60 days before the event.	
Type	Fee
Special Event Permit (not to exceed 1,000 persons)	\$50
Special Event Permit (1,001 persons or greater)	\$105

Section 4. Fire Safety Inspections, Operational and Construction Permits

Fees for fire safety inspections and fire permits shall be as listed in Tables A through L below. Fees listed in Tables C through L are comprehensive for plan review, permit issuance, and two (2) site inspections.

Table A - Fire Safety Inspection Fees	
Inspected Square-footage (SF)	Fee
1-1,000	\$25
1,001-2,500	\$50
2,501-10,000	\$75
10,001-50,000	\$150
50,001-150,000	\$300
150,001-400,000	\$425
Over 400,000	\$550
R-2 Apartment Buildings	
	Fee
1 and 2 story	\$25
3 story and greater	\$50
Interior hallways	SF Fee
Other Fees	
	Fee
Re-inspection Fee (for uncorrected violations at time of re-inspection)	\$50

Table B - Operational Fire Permits			
An Operational Fire Permit constitutes permission to store, or handle hazardous materials, or to operate processes that may produce conditions hazardous to life or property.			
An Operational Fire Permit is required prior to engagement in the activities, operations, practices, or functions described in WSFC 105.6 AND, if an ongoing operation, is required to be renewed at least annually.			
WSFC Reference	Permit	Required for:	Fee
105.6.1	Aerosol Products	Level 2 or Level 3 aerosol products in excess of 500 pounds.	\$75
105.6.2	Amusement Buildings	Operation of a special amusement building.	\$75
105.6.3	Aviation Facilities	Using a Group H or Group S occupancy for aircraft servicing or repair and aircraft fuel-servicing vehicles.	\$75
105.6.4 (A)	Carbon Dioxide Systems	Carbon dioxide systems having more than 100 pounds of carbon dioxide.	\$75
105.6.4 (B)	Carnivals and Fairs	Conducting a carnival or fair.	\$75

105.6.5	Cellulose Nitrate Film	Storage, handling or using cellulose nitrate film in a Group A occupancy.	\$75
105.6.6	Combustible Dust-Producing Operations	Operation of a grain elevator, flour starch mill, feed mill, or a plant pulverizing aluminum, coal, cocoa, magnesium, spices or sugar, or other operations producing combustible dusts as defined in Chapter 2.	\$75
105.6.7	Combustible Fibers	Storage and handling of combustible fibers in quantities greater than 100 cubic feet.	\$75
105.6.8	Compressed Gases	Storage, use or handling of compressed gases in excess of the amounts listed in Table 105.6.8.	\$75
105.6.9	Covered and Open Mall Buildings	(1) The placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall. (2) The display of liquid- or gas-fired equipment in the mall. (3) The use of open-flame or flame-producing equipment in the mall.	\$75
105.6.10	Cryogenic Fluids	Production, storage, transportation on site, use, handling or dispensing cryogenic fluids in excess of the amounts listed in Table 105.6.10.	\$75
105.6.11	Cutting and Welding	Cutting or welding operations.	\$75
105.6.12	Dry Cleaning	Dry cleaning or to change to a more hazardous cleaning solvent used in existing dry-cleaning equipment.	\$75
105.6.13	Exhibits and Trade Shows	Operation of exhibits and trade shows	\$75
105.6.14	Explosives	Manufacture, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks or pyrotechnic special	See Section 4, Table C

		effects within the scope of Chapter 56.	
105.6.15	Fire Hydrants and Valves	Contact water purveyor having jurisdiction.	No Fee
105.6.16	Flammable and Combustible Liquids	See WSFC 105.6.16 for permit requirements.	\$75
105.6.17	Floor Finishing	Floor finishing or surfacing operations exceeding 350 square feet using Class I or Class II liquids.	\$75
105.6.18	Fruit and Crop Ripening	Operation of a fruit- or crop-ripening facility or conduct a fruit-ripening process using ethylene gas.	\$75
105.6.19	Fumigation and Insecticidal Fogging	Operation of a business of fumigation or insecticidal fogging, and to maintain a room, vault or chamber in which a toxic or flammable fumigant is used.	\$75
105.6.20	Hazardous Materials	Storage, transportation on site, dispensing, use or handling of hazardous materials in excess of the amounts listed in Table 105.6.20.	\$75
105.6.21	HPM Facilities	Storage, handling or use hazardous production materials.	\$75
105.6.22	High-Piled Storage	use a building or portion thereof with more than 500 square feet, including aisles, of high piled storage.	\$75
105.6.23	Hot Work Operations	Hot work including, but not limited to: (1) Public exhibitions and demonstrations where hot work is conducted. (2) Use of portable hot work equipment inside a structure. (3) Fixed-site hot work equipment, such as welding booths. (4) Hot work conducted within a wildfire risk area. (5) Application of roof coverings with the use of an open-flame device. (6) Where approved, the fire code official shall issue a	\$75

		permit to carry out a hot work program.	
105.6.24	Industrial Ovens	Operation of industrial ovens regulated by Chapter 30.	\$75
105.6.25	Lumber Yards and Woodworking Plants	Storage or processing of lumber exceeding 100,000 board feet.	\$75
105.6.26	Liquid or Gas-Fueled Vehicles or Equipment in Assembly Buildings	Display, operation or demonstration of liquid- or gas-fueled vehicles or equipment in assembly buildings.	\$75
105.6.27	LP Gas	(1) Storage and use of LP-gas. (2) Operation of cargo tankers that transport LP-gas.	\$75
105.6.28 (A)	Magnesium	Melting, casting, heat treatment or grind more than 10 pounds of magnesium.	\$75
105.6.28 (B)	Marijuana Extraction Systems	An operational permit is required to use a marijuana / cannabis extraction system regulated under WAC 314-55-104.	\$75
105.6.29	Miscellaneous Combustible Storage	Store in any building or on any premises in excess of 2,500 cubic feet gross volume of combustible empty packing cases, boxes, barrels or similar containers, combustible pallets, rubber tires, rubber, cork or similar combustible material.	\$75
105.6.30	Mobile Food Preparation Vehicles	Mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors or utilize LP-gas systems or CNG systems.	\$75
105.6.31	Motor Fuel-Dispensing Facilities	Operation of automotive, marine and fleet motor fuel-dispensing facilities.	\$75
105.6.32	Open Burning	Kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground.	\$75

105.6.33	Open Flames and Torches	Removing paint with a torch; or to use a torch or open-flame device in a wildfire risk area.	\$75
105.6.34	Open Flames and Candles	Use of open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments.	\$75
105.6.35	Organic Coatings	Any organic-coating manufacturing operation producing more than 1 gallon of an organic coating in one day.	\$75
105.6.36	Outdoor Assembly Event	Conduct an outdoor assembly event where planned attendance exceeds 1,000 persons.	See Section 3, Table A
105.6.37	Places of Assembly	Operation a place of assembly.	\$75
105.6.38	Plant Extraction Systems	To use plant extraction systems.	\$75
105.6.39	Private Fire Hydrants	The removal from service, use or operation of private fire hydrants.	\$75
105.6.40	Pyrotechnic Special Effects Material	Use and handling of pyrotechnic special effects material.	\$75
105.6.41	Pyroxylin Plastics	Storage or handling of more than 25 pounds of cellulose nitrate (pyroxylin) plastics, and for the assembly or manufacture of articles involving pyroxylin plastics.	\$75
105.6.42	Refrigeration Equipment	Operation of a mechanical refrigeration unit or system regulated by Chapter 6.	\$75
105.6.43	Repair Garages and Motor Fuel-Dispensing Facilities	Operation of repair garages.	\$75
105.6.44	Rooftop Heliports	Operation of a rooftop heliport.	\$75
105.6.45	Spraying or Dipping	Conducting a spraying or dipping operation utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24.	\$75

105.6.46	Storage of Scrap Tires and Tire Byproducts	Establishing, conducting or maintaining storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet of total volume of scrap tires, and for indoor storage of tires and tire byproducts.	\$75
105.6.47	Temporary Membrane Structures and Tents	Operation of an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet.	See Section 4, Table D
105.6.48	Tire-Rebuilding Plants	Operation and maintenance of a tire-rebuilding plant.	\$75
105.6.49	Waste Handling	Operation of wrecking yards, junk yards and waste material-handling facilities.	\$75
105.6.50	Wood Products	Storage of chips, hogged material, lumber or plywood in excess of 200 cubic feet.	\$75
WAC 173-425-060	Residential Open Burning (Only for unincorporated areas of Snohomish Regional Fire & Rescue boundary)	Outdoor burning of leaves, clippings, prunings and other yard and gardening refuse originating on lands immediately adjacent and in close proximity to a human dwelling and burned on such lands by the property owner or his or her designee.	\$25

Table C - Explosives	
WSFC 105.6.14 Required for manufacturing, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks or pyrotechnic special effects within the scope of Chapter 56.	
Blasting	
Type	Fee
Blasting (Licensed blasters in accordance with WAC 296-52 only)	\$350
Temporary Storage	\$245
Public Fireworks Display	
Type	Fee
Public Display (Licensed pyrotechnic operators in accordance with RCW 70.77 only)	\$350
Temporary Storage	\$245
Retail and Wholesale Fireworks	
Type	Fee
CFRS Facility - Wood Stand	\$100
CFRS Facility - Tent or Canopy	\$100
Fireworks sales in other than a CFRS Facility	\$100

Table D – Temporary Structures, Canopies, and Tents	
WSFC 105.7.22 Required to erect and take down a temporary special event structure.	
WSFC 105.7.25 Required to erect an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet. Fees listed below include issuance of operational permit 105.6.47.	
Temporary Assembly Membrane Structures, Canopies, and Tents	
Occupant Load	Fee
50-99 persons	\$85
Over 100 persons	\$170
Temporary Membrane Structures, Canopies, Tents, and Special Event Structures	
Duration of Use	Fee
Less than 3 Days	\$35
4-180 Days	\$105

Table E - Automatic Fire Extinguishing and Water Supply Systems	
WSFC 105.7.1 required for installation of or modification to an automatic fire-extinguishing system.	
NFPA 13 and 13R Fire Sprinkler Systems	
Devices are individual parts of an automatic fire extinguishing system including, but not limited to sprinkler heads, risers, valves, gongs and other such devices. Each part of the system is one device.	
Tenant Improvement or Modification to Existing System	
Number of Heads and Devices	Fee
1-2	\$120
3-5	\$205
6-10	\$280
11-20	\$365
21-40	\$485
41-100	\$600
101-200	\$765
201-300	\$925
Over 300	\$1,010
New System	
Number of Heads and Devices	Fee
1-100	\$600
101-200	\$765
201-300	\$925
Over 300	\$1,010
NFPA 13D Residential Fire Sprinkler Systems	
Number of Heads and Devices	Fee
1-10	\$205
11-25	\$280
Over 25	\$365
*Non-required NFPA 13D systems shall not be charged a fee for plan review, permits or inspections.	
NFPA 14 Standpipe Systems	
WSFC 105.7.24 Required for the installation, modification or removal from service of a standpipe system.	
Class	Fee
I, II or III	\$365
NFPA 20 Fire Pumps and Related Equipment	
WSFC 105.7.8 Required for installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers and generators.	
Quantity	Fee
Fee per each fire pump	\$365

Private Fire Hydrants	
WSFC 105.7.19 Required for the installation or modification of private fire hydrants.	
Quantity	Fee
Fee per each private fire hydrant	\$160

Underground Supply Piping for Automatic Sprinkler Systems	
WSFC 105.7.26 Required for the installation of the portion of the underground water supply piping, public or private, supplying a water-based fire protection system. The permit shall apply to all underground piping and appurtenances downstream of the first control valve on the lateral piping or service line from the distribution main to one foot above finished floor of the facility with the fire protection system.	
Quantity	Fee
Fee per each underground supply line	\$160
UL300 Commercial Cooking Hood Suppression Systems & NFPA 2001 Clean Agent Systems	
Type	Fee
Pre-Engineered	\$205
Custom Engineered	\$365

Table F - Fire Alarm and Detection Systems and Related Equipment	
WSFC 105.7.7 Required for installation of or modification to fire alarm and detection systems and related equipment.	
Devices include individual parts of a fire alarm system including, but not limited to initiating devices, notification appliances, NAC panels, modules, relays, remote annunciation panels, and other such devices. Each part of the system is one device.	
Note: Central Station Service required. All service providers shall be UL listed and meet the requirements of NFPA 72 Chapter 26.3.2.	
Tenant Improvement or Modification to Existing System	
Number of Devices	Fee
1-2	\$120
3-5	\$205
6-10	\$280
11-20	\$365
21-40	\$485
41-100	\$600
101-200	\$765
Over 200	\$925
New System	
Number of Devices	Fee
1-100	\$600
101-200	\$765
Over 200	\$925

FACP and Communicator	
In addition to the above device fees shown, the following fees also apply:	
Condition	Fee
Replacement	\$205
New	\$320

Table G - Hazardous Materials	
WSFC 105.7.13 Required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a storage facility or other area regulated by Chapter 50 where the hazardous materials in use or storage exceed the amounts listed in Table 105.6.20.	
Quantity	Fee
1-2 Hazardous Materials	\$160
3-5 Hazardous Materials	\$320
Over 5 Hazardous Materials	\$645

Table H – Compressed Gases, Cryogenics, and Liquids	
Compressed Gases	
WSFC 105.7.4 Where the compressed gases in use or storage exceed the amounts listed in Table 105.6.8, a construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a compressed gas system.	
Type	Fee
Compressed Gas System	\$320
Cryogenic Fluids	
WSFC 105.7.5 Required for installation of or alteration to outdoor stationary cryogenic fluid storage systems where the system capacity exceeds the amounts listed in Table 105.6.10.	
Quantity	Fee
500 Gallons or Less	\$160
501-1,000 Gallons	\$320
Over 1,000 Gallons	\$345
Flammable and Combustible Liquids	
WSFC 105.7.9 Required to (1) to install, repair or modify a pipeline for the transportation of flammable or combustible liquids. (2) To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. (3) To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank.	
Type	Fee
(1) Pipeline	\$320
(2) Vehicles, Equipment, Facilities, etc.	\$320

Tanks	Fee
500 Gallons or Less	\$160
501-1,000 Gallons	\$320
Over 1,000 Gallons	\$645
Residential Fuel Tank Install or Abandonment	\$85

Liquified Petroleum Gas	
WSFC 105.7.16 Required for installation of or modification to an LP-gas system.	
Tanks	Fee
500 Gallons or Less	\$160
501-1,000 Gallons	\$320
Over 1,000	\$645
Residential LP-Gas System	\$85

Table I - Industrial Ovens, Marijuana/Plant Extraction Systems, and Spraying/Dipping	
Industrial Ovens	
WSFC 105.7.15 Required for installation of industrial ovens regulated by Chapter 30.	
Classification	Fee
Class A, B, C or D per Oven	\$160
Marijuana and Plant Extraction Systems	
WSFC 105.7.17(A) Required to install a marijuana/cannabis extraction system regulated under WAC 314-55-104.	
WSFC 105.7.18 Required for installation of or modification to plant extraction systems.	
Valuation	Fee
\$25,000 or Less	\$115
\$25,001-\$50,000	\$320
\$50,001-\$100,000	\$645
Over \$100,000	\$805
Spraying or Dipping	
WSFC 105.7.23 Required to install or modify a spray room, dip tank or booth.	
Type	Fee
Pre-Engineered Booth or Tank	\$320
Site-Built Room, Booth, or Tank	\$645

Table J – Building Systems and Services	
Battery Systems	
WSFC 105.7.2 Required to install stationary storage battery systems regulated by Section 1206.2	
Quantity	Fee
Flow batteries with capacity > 20 kWh	\$320
Lead Acid, all types, with capacity > 70 kWh	\$320
Lithium, all types, with capacity > 20 kWh	\$320
Nickel Cadmium with capacity > 70 kWh	\$320
Sodium, all types, with capacity > 20 kWh	\$320
Other Battery Technologies with capacity > 10 kWh	\$320
Capacitor Energy Storage Systems	
WSFC 105.7.3 Required to install capacitor energy storage systems regulated by Section 1206.3 and having capacities exceeding 3 kWh.	
Type	Fee
Capacitor Energy Storage System >3 kWh	\$645
Emergency Responder Radio Coverage Systems	
WSFC 105.7.6 required for installation of or modification to emergency responder radio coverage systems and related equipment.	
Type	Fee
Passive Distributed Antenna System	\$320
Active, Hybrid or Digital Distributed Antenna System	\$645
Fuel Cell Power Systems	
WSFC 105.7.10 Required to install stationary fuel cell power systems.	
Type	Fee
Fuel Cell Power System	\$645
Gas Detection Systems	
WSFC 105.7.11 required for the installation of or modification to gas detection systems.	
Type	Fee
Gas Detection System	\$320
Smoke Control or Exhaust Systems	
WSFC 105.7.20 required for installation of or alteration to smoke control or smoke exhaust systems.	
Type	Fee
Passive	\$320
Mechanical	\$965
Solar Photovoltaic Power System	
WSFC 105.7.21 required to install or modify solar photovoltaic power systems.	
Type	Fee
Residential PV System	\$160
Commercial PV System	\$645

Table K – Specialized Building Areas	
High-Piled Combustible Storage	
WSFC 105.7.14 Required for the installation of or modification to a structure exceeding 500 square feet, including aisles, for high-piled combustible storage.	
Type	Fee
High-piled Storage Installation	\$320
High-piled Storage Modification	\$160
Motor Vehicle Repair Rooms and Booths	
WSFC 105.7.17(B) Required to install or modify a motor vehicle repair room or booth for vehicles that use CNG, LNG, hydrogen or other lighter-than-air motor fuels.	
Type	Fee
Pre-Engineered Motor Vehicle Repair Booth	\$320
Site-Built Motor Vehicle Repair Room or Booth	\$645

Table L - Gates and Barricades Across Fire Apparatus Roads	
WSFC 105.7.12 Required for the installation of or modification to a gate or barricade across a fire apparatus access road.	
Type	Fee
Fee per each gate or barricade	\$160

Section 5. Related Fire Marshal Services Fees

Fees for related fire marshal services shall be listed below. Fees listed in Table O are for reference only and are collected by the referenced city in addition to the fire district fee.

Table M - Fire Investigation Fees	
Cause Determined As	Fee
Accidental, Natural or Undetermined	No Fee
Incendiary (intentionally set or criminal fire, arson)	Actual cost shall be billed to the convicted party for investigation, report preparation, courtroom preparation and testimony as received from Snohomish County in accordance with the current ILA.

Table N - Miscellaneous Fees	
Description	Fee
After Hours Inspections (Regular Hours: Monday-Thursday 8:00am - 4:00pm excluding Holidays)	\$115 per Hour; 2 Hour Minimum
Construction Permit Extension (additional 180 days)	\$150
Construction Inspection Fee (for uncorrected violations after 2 nd site inspection or phased construction after 2 nd site inspection per inspection type)	\$120
Expired Fire Construction Permit Re-Issuance (for expired permits not exceeding 1-year abandonment)	50% of Permit Fee
Firefighter Fire Watch or Standby	\$70 per Hour per Firefighter; 2 Hour Minimum
Fire Flow Determination	Contact Water Purveyor Having Jurisdiction
Invoice Late Fee (delinquent 60 days after invoice)	10% of Invoice, Minimum \$25
Plan Review Fee (for additional corrections or modifications to plans after 2nd review cycle)	\$120
Outside Consultant Review	Actual Cost Plus 50% of Permit Fee
Returned Check Fee	\$20
Work Without a Permit	Permit Fee x 3

Table O – ILA City Fees	
Description	Fee
City of Lake Stevens Administrative Fee	15% of Permit Fee
City of Lake Stevens Technology Fee	3% of Permit Fee
City of Monroe Administrative Fee	10% of Permit Fee, minimum \$25
City of Monroe Technology Fee	5% of Permit Fee
City of Sultan Administrative Fee	15% of Permit Fee
City of Sultan Technology Fee	3% of Permit Fee