

**COUNTY OF EL DORADO
PLANNING AND BUILDING DEPARTMENT**

**AGENDA
SPECIAL MEETING
April 21, 2021
Building Industry Advisory Committee**

Jerry Homme, Chairman, El Dorado Co, Builders Exchange (*Vacant, Alt*)
Jeff Haberman, At-Large Member (*James Bayless, Alt*)
Lori Burne, At-Large Member (*Marilyn Ross, Alt*)
Earl McGuire, SAGE (*Garry Gates, Alt*)
Jeff Short, North State BIA (*William Fisher, Alt*)
Tom Burnette, Building Official, (*Technical Advisor*)
Marshall Cox, El Dorado Fire, (*Technical Advisor*)

Wednesday, April 21, 2021

1:30 PM

El Dorado County
2850 Fairlane Ct.
Placerville, CA 95667

The BIAC makes recommendations to the Board of Supervisors and Development Services Division regarding code interpretations, inspections, procedures, new construction techniques, product reviews, new codes, revised fees and other items of industry concern (Resolution 164-2010)

PUBLIC PARTICIPATION INSTRUCTIONS: To comply with physical distancing requirements and the stay at home order from the Governor, they physical meeting will be closed to members of the public and all public participation will be handled remotely.

To observe the live stream of the Building Industry Advisory Committee meeting go to <https://zoom.us/j/99263337638>. The meeting ID is 992 6333 7638. Password 770937.

If you are joining the meeting via zoom and wish to make a comment on an item, press the “raise a hand” button. If you are joining the meeting by phone (646) 558-8656, press *9 to indicate a desire to make a comment. Speakers will be limited to 3 minutes.

By participating in this meeting, you acknowledge that you are being recorded.

CALL TO ORDER**ROLL CALL****ADOPTION OF AGENDA****DISCUSSION ITEMS**

1. Planning and Building Department advising the Building Industry Advisory Committee (BIAC) of the County’s intent to enter into a Memorandum of Understanding (MOU) with each Fire Protection District pursuant to Board direction on March 10, 2020 (Item [20-0203](#)).

BACKGROUND:

Pursuant to Board Resolutions Adopted on March 10, 2020, the Fire Protection Districts and the County have agreed to develop, implement and maintain a memorandum of understanding that describes the roles and responsibilities pertaining to the inspection of certain building standards found in the Fire Code.

- a) Resolution 035-2020 - Cameron Park Community Services District;
- b) Resolution 036-2020 - Diamond Springs-El Dorado Fire Protection District;
- c) Resolution 037-2020 - El Dorado County Fire Protection District;

- d) Resolution 038-2020 - El Dorado Hills County Water District;
- e) Resolution 039-2020 - Garden Valley Fire Protection District;
- f) Resolution 040-2020 - Georgetown Fire Protection District;
- g) Resolution 041-2020 - Lake Valley Fire Protection District;
- h) Resolution 042-2020 - Meeks Bay Fire Protection District;
- i) Resolution 043-2020 - Mosquito Fire Protection District;
- j) Resolution 044-2020 - Pioneer Fire Protection District; and
- k) Resolution 045-2020 - Rescue Fire Protection District.

ATTACHMENTS:

- A) County Counsel Blue Route
- B) MOU Template 1_Fire Chief Enforcement – CoCo edits
- C) MOU Template 2_Fire Chief Enforcement incl. LPG – CoCo edits
- D) MOU Template 3_Building Official Enforcement – CoCo edits

ADJOURNMENT

Agreement # _____

Legistar # 20-0203

AGREEMENT CONTRACT ROUTING SHEET

Date Prepared: 04/13/2021

Need Date: 04/16/2021

PROCESSING DEPARTMENT:

CONTRACTOR:

Department: CAO

Name: _____

Dept. Contact: Sue Hennike

Address: _____

Phone: 5577

Phone: _____

Department Head Signature: Sue Hennike Digitally signed by Sue Hennike
Date: 2021.04.13 10:52:47
-07'00'

Org Code: 2200000

Project # _____

(if applicable): _____

Funding Source: General Fund

CONTRACTING DEPARTMENT: Building & Planning

Service Requested: Review and approve three templates for MOUs with fire agencies regarding building inspections

Description: Authority for enforcement of certain code sections was delegated to fire districts via resolution in legistar file 20-0203.

Contract Term: _____ Contract Value: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 04/15/2021 By: Bre Moebius Digitally signed by Bre Moebius
Date: 2021.04.15 09:08:12
-07'00'

Approved: Disapproved: Date: _____ By: _____

Please see suggested changes on draft.

HR APPROVAL: WILL BE REVIEWED THROUGH WORKFLOW

RISK MANAGEMENT: WILL BE REVIEWED THROUGH WORKFLOW

PLEASE EMAIL SIGNED DOCUMENT TO: sue.hennike@edcgov.us

Thank you!

Memorandum of Understanding
Between the
County of El Dorado and the [FIRE DISTRICT NAME HERE]

Regarding the
Delegation of Enforcement of Certain Fire and Panic Safety Provisions
Found in the 2019 California Building Standards Code

I. Purpose

California Health and Safety Code Section 13146 requires the responsibility for enforcement of building standards adopted by the State Fire Marshal related to fire and panic safety in R-3 dwellings, as described in Section 310.4 of Part 2 of the California Code of Regulations Title 24, to be delegated to either the chief of the fire authority or the chief building official of the county. The purpose of this Memorandum of Understanding (MOU) is to define those responsibilities, as described in El Dorado County Resolution No. 038-2020 of the Board of Supervisors of the County of El Dorado, where they pertain to R-3 dwellings located in the jurisdiction of both the County of El Dorado and the [FIRE DISTRICT NAME HERE], and also known collectively as “parties” to this agreement.

II. Scope

This MOU applies to the delegation of enforcement related to those fire and panic safety provisions for R-3 dwellings as found in California Code of Regulations Title 14, Division 1.5, Chapter 7, Subchapter 2 and Title 24, Parts 1 through 12.

III. Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

- a. The COUNTY OF EL DORADO *Chief Building Official*, or their designee, shall be responsible for the enforcement of the following fire and panic safety provisions related to R-3 dwellings located in the jurisdiction of [FIRE DISTRICT NAME HERE]

Fire & Panic Provision	T14 Fire Safe ⁱ	T24 CA Building Standards Code ⁱⁱ			
		Part 2 ⁱⁱⁱ	Part 2.5 ^{iv}	Part 5 ^v	Part 9 ^{vi}
Occupancy Classification and Use	NA	302	NA	NA	202
Means of Egress	NA	Ch. 10	R311	NA	Ch. 10
Emergency Escape /Rescue Windows	NA	1030	R310	NA	1030
Dwelling /Garage Fire Separation	NA	406.3	R302.6	NA	NA
Fire Protection of Floors-Walls-Roof	NA	704 /706	R302.11	NA	NA
Draft Stopping / Fireblocking	NA	708.4.2	R302	NA	NA
Exterior Wildfire Exposure Const.	NA	701A	R327	NA	4905
Roof Coverings	NA	1507	R905	NA	4905
Solar Photovoltaic Power Systems	NA	3111	R324	NA	1204

- b. The [FIRE DISTRICT NAME HERE] *Fire Chief*, or their designee, shall be responsible for the enforcement of the following fire and panic safety provisions related to R-3 dwellings located in the jurisdiction of [Fire District]

Fire & Panic Provision	T14 Fire Safe	T24 CA Building Standards Code			
		Part 2	Part 2.5	Part 5	Part 9
Address Identification	1274	502.1	R319.1	NA	505.1
Fire Apparatus Access Roads	1273	NA	NA	NA	503
Fire Access to Buildings and Roofs	NA	NA	NA	NA	316.4
Fire Protection Water Supplies	1275	NA	NA	NA	507
Automatic Fire Sprinkler Systems	NA	903.2.8	R313	612	903.2.8
Smoke Alarms/Carbon Monoxide Alarms	NA	907/915	R314	NA	915/1103
Vegetation Management Compliance	1276	701A5	R337.1.5	NA	4906

- c. Both parties agree to enforce all applicable local fire and panic safety codes and ordinances related to R-3 dwellings during the course of their enforcement activities.
- d. Both parties agree that when a new or substantially revised fire and panic safety provision related to R-3 dwellings is identified in writing by either party, or the State Fire Marshal, during the term of this MOU that the parties shall as soon as practical meet and develop interim guidance for the enforcement of that provision until such time that an MOU amendment can be agreed on.
- e. Both parties agree that all appeals of orders, decisions, or determinations of provisions found in this MOU shall be made utilizing the applicable Board of Appeal provisions described in California Code of Regulations Title 24, Part 2 or Part 9.

IV. Reporting Requirements

Parties agree to utilize the County of El Dorado's current permit tracking program to record the status of all related plan review/inspections performed as part of a R-3 dwelling construction project.

V. ~~Duration~~ Amendments

This MOU shall be in force upon the signature of authorized representatives from both parties, may be amended by mutual consent of the parties, and shall remain in effect until terminated under Section VII. At the ~~and shall sunset at the~~ conclusion of the triennial code adoption process for the regulations identified in Section II, the parties anticipate that amendments may be appropriate and, upon such a request by either party, the parties agree to meet and consider any proposed amendments in good faith.

VI. Limits

This MOU pertains to items associated with the enforcement of fire and panic safety provisions for R-3 dwellings as described in the California Building Standards Code only. This MOU does not pertain to all other occupancy types or subjects found in this code.

VII. Termination of MOU

Each pParty shall have the right to terminate the Memorandum of Understanding MOU by giving 60 days written notice in writing to the other pParty at any time. If the Memorandum of Understanding MOU is terminated by either pParty, steps shall be taken to ensure that the termination does not affect any prior obligation, project, or activity already in progress. Any such notice or any other written notice provided under this MOU shall be in writing and served by depositing the same in the United States Post Office, postage prepaid, and addressed as follows:

FOR COUNTY:

Don Ashton
Chief Administrative Officer or successor
330 Fair Lane
Placerville, CA 95667

with a copy to:

Chief Building Official
County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, CA 95667

FOR FIRE DISTRICT:

[INSERT]

VIII. Costs and Liability

Both parties agree that this MOU does not provide for remuneration for the enforcement responsibilities allocated herein. Consistent with Health and Safety Code section 13146(b), each party may establish its own applicant fees to recover the reasonable costs of providing a service under this MOU, but neither party will seek to recover such costs from the other. Each party shall remain responsible for its own acts or omissions in carrying out the enforcement responsibilities allocated herein.

IX. Approvals

The terms and conditions of this MOU are executed by the representatives whose signatures appear below on behalf of their respective agencies. [The parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind said parties to obligations set forth herein.](#)

County of El Dorado

[FIRE DISTRICT NAME HERE]

_____ Don Ashton Chief Administrative Officer	_____ Date	_____ Name Here, Fire Chief	_____ Date
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End Notes

- ⁱ T14 refers to California Code of Regulations Title 14 Natural Resources Division 1.5 Department of Forestry Chapter 7 - Fire Protection Subchapter 2 SRA Fire Safe Regulations), 2020 edition.
- ⁱⁱ Columns below describe the relevant code section where this topic is found. Additional sections of the code may also describe the topic but are not listed here for use in interpreting this MOU.
- ⁱⁱⁱ Part 2 refers to the California Building Code, 2019 edition.
- ^{iv} Part 2.5 refers to the California Residential Code, 2019 edition.
- ^v Part 5 refers to the California Plumbing Code, 2019 edition.
- ^{vi} Part 9 refers to the California Fire Code, 2019 edition.

Memorandum of Understanding
Between the
County of El Dorado and the [FIRE DISTRICT NAME HERE]

Regarding the
Delegation of Enforcement of Certain Fire and Panic Safety Provisions
Found in the 2019 California Building Standards Code

I. Purpose

California Health and Safety Code Section 13146 requires the responsibility for enforcement of building standards adopted by the State Fire Marshal related to fire and panic safety in R-3 dwellings, as described in Section 310.4 of Part 2 of the California Code of Regulations Title 24, to be delegated to either the chief of the fire authority or the chief building official of the county. The purpose of this Memorandum of Understanding (MOU) is to define those responsibilities, as described in El Dorado County Resolution No. 038-2020 of the Board of Supervisors of the County of El Dorado, where they pertain to R-3 dwellings located in the jurisdiction of both the County of El Dorado and the [FIRE DISTRICT NAME HERE], and also known collectively as “parties” to this agreement.

II. Scope

This MOU applies to the delegation of enforcement related to those fire and panic safety provisions for R-3 dwellings as found in California Code of Regulations Title 14, Division 1.5, Chapter 7, Subchapter 2 and Title 24, Parts 1 through 12.

III. Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

- a. The COUNTY OF EL DORADO *Chief Building Official*, or their designee, shall be responsible for the enforcement of the following fire and panic safety provisions related to R-3 dwellings located in the jurisdiction of [FIRE DISTRICT NAME HERE]

Fire & Panic Provision	T14 Fire Safe ⁱ	T24 CA Building Standards Code ⁱⁱ			
		Part 2 ⁱⁱⁱ	Part 2.5 ^{iv}	Part 5 ^v	Part 9 ^{vi}
Occupancy Classification and Use	NA	302	NA	NA	202
Means of Egress	NA	Ch. 10	R311	NA	Ch. 10
Emergency Escape /Rescue Windows	NA	1030	R310	NA	1030
Dwelling /Garage Fire Separation	NA	406.3	R302.6	NA	NA
Fire Protection of Floors-Walls-Roof	NA	704 /706	R302.11	NA	NA
Draft Stopping / Fireblocking	NA	708.4.2	R302	NA	NA
Exterior Wildfire Exposure Const.	NA	701A	R327	NA	4905
Roof Coverings	NA	1507	R905	NA	4905
Solar Photovoltaic Power Systems	NA	3111	R324	NA	1204

- b. The [FIRE DISTRICT NAME HERE] *Fire Chief*, or their designee, shall be responsible for the enforcement of the following fire and panic safety provisions related to R-3 dwellings located in the jurisdiction of [Fire District]

Fire & Panic Provision	T14 Fire Safe	T24 CA Building Standards Code			
		Part 2	Part 2.5	Part 5	Part 9
Address Identification	NA	502.1	R319.1	NA	505.1
Fire Apparatus Access Roads	NA	NA	NA	NA	503
Fire Access to Buildings and Roofs	NA	NA	NA	NA	316.4
Fire Protection Water Supplies	NA	NA	NA	NA	507
Liquid Petroleum Gas Systems ^{vii}	NA	NA	NA	Ch. 12	Ch. 61
Automatic Fire Sprinkler Systems	NA	903.2.8	R313	612	903.2.8
Smoke Alarms/Carbon Monoxide Alarms	NA	907/915	R314	NA	915/1103
Vegetation Management Compliance	NA	701A5	R337.1.5	NA	4906

- c. Both parties agree to enforce all applicable local fire and panic safety codes and ordinances related to R-3 dwellings during the course of their enforcement activities.
- d. Both parties agree that when a new or substantially revised fire and panic safety provision related to R-3 dwellings is identified in writing by either party, or the State Fire Marshal, during the term of this MOU that they-the parties shall as soon as practical meet and develop interim guidance for the enforcement of this-that provision until such time that an MOU amendment can be agreed on.
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V. DurationAmendments

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County of El Dorado

[FIRE DISTRICT NAME HERE]

Don Ashton Date
Chief Administrative Officer

Name Here, Fire Chief Date

End Notes

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- ^{vi} Part 9 refers to the California Fire Code, 2019 edition.

- ^{vii} Includes Storage Tank and all external piping to the building.

Memorandum of Understanding
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County of El Dorado and the [FIRE DISTRICT NAME HERE]
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b. The [FIRE DISTRICT NAME HERE] *Fire Chief*, or their designee, shall be responsible for the enforcement of the following fire and panic safety provisions related to R-3 dwellings located in the jurisdiction of [Fire District]

NONE

c. Both parties agree that when a new or substantially revised fire and panic safety provision related to R-3 dwellings is identified in writing by either party, or the State Fire Marshal, during the term of this MOU that they-the parties shall as soon as practical meet and develop interim guidance for the enforcement of this-that provision until such time that an MOU amendment can be agreed on.

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FOR FIRE DISTRICT:

[INSERT]

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County of El Dorado

[FIRE DISTRICT NAME HERE]

Don Ashton Date
Chief Administrative Officer

Name Here, Fire Chief Date

End Notes

- _____
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