

**Memorandum of Understanding**  
**Between the**  
**County of El Dorado and the Diamond Springs-El Dorado Fire Protection District**  
**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 Diamond Springs-El Dorado Fire Protection District and 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 the Diamond Springs-El Dorado Fire Protection District.

	T14 Fire Safe <sup>i</sup>	T24 CA Building Standards Code <sup>ii</sup>			
		Part 2 <sup>iii</sup>	Part 2.5 <sup>iv</sup>	Part 5 <sup>v</sup>	Part 9 <sup>vi</sup>
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	R337	NA	4905
Roof Coverings	NA	1507	R905	NA	4905
Solar Photovoltaic Power Systems	NA	3111	R324	NA	1204
Smoke Alarms/Carbon Monoxide Alarms	NA	907/915	R314	NA	915/1103
Automatic Fire Sprinkler Systems	NA	903.2.8	R313	612	903.2.8
Manufactured Home Automatic Sprinkler System Water Supply <sup>viii</sup>	NA	NA	R313.3.5	NA	507

- b. The Diamond Springs El Dorado Fire Protection District *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 the Diamond Springs-El Dorado Fire Protection 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
Liquid Petroleum Gas Systems <sup>vii</sup>	NA	NA	NA	Ch. 12	Ch. 61
Underground Tank Installations	NA	NA	NA	Ch. 12	Ch. 61
Vegetation Management Compliance	1276	701A.5	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. 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 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 party shall have the right to terminate the MOU by giving 60 days written notice in writing to the other party at any time. If the MOU is terminated by either party, 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:**

Fire Chief  
Diamond Springs-El Dorado Fire Protection District  
501 Pleasant Valley Rd  
Diamond Springs CA 95619

**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

Diamond Springs-El Dorado Fire Protection District

  
\_\_\_\_\_  
Don Ashton  
Chief Administrative Officer

8/24/22  
Date

  
\_\_\_\_\_  
Matthew Gallagher  
Fire Chief

8/10/22  
Date

## End Notes

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- <sup>i</sup> 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.
- <sup>ii</sup> 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.
- <sup>iii</sup> Part 2 refers to the California Building Code, 2019 edition.
- <sup>iv</sup> Part 2.5 refers to the California Residential Code, 2019 edition.
- <sup>v</sup> Part 5 refers to the California Plumbing Code, 2019 edition.
- <sup>vi</sup> Part 9 refers to the California Fire Code, 2019 edition.
- <sup>vii</sup> Includes LPG Storage Tank and all external piping to the building.
- <sup>viii</sup> The Fire Authority shall be responsible for Automatic Sprinkler System plan review, and shall provide the following information to the Building Department: size of pipe, length of run from the meter to the connection, elevation changes, and pressure required.