



MEMORANDUM OF UNDERSTANDING
between the
CAL FIRE - OFFICE OF THE STATE FIRE MARSHAL
and
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
DESIGNATED CAMPUS FIRE MARSHAL PROGRAM



This Memorandum of Understanding (**MOU**) is between the California Department of Forestry and Fire Protection (CAL FIRE) - Office of the State Fire Marshal (**OSFM**) and The Regents of the University of California (**UC**), each individually referred to as a **Party** or together as the **Parties**.

1. PURPOSE

This MOU is to effectuate the provisions of the 2009-2010 Legislative Session Assembly Bill 2021: An act to amend Sections 13108, 13145, and 13146 of the Health and Safety Code, relating to fire protection, which was chaptered on September 27, 2010. These changes in law became effective on January 1, 2011. Through this MOU, the OSFM delegates responsibility for compliance with fire and life safety regulation to the Lead Designated Campus Fire Marshal ("Lead DCFM") on all UC campuses, medical centers and in off-site UC facilities.

2. EFFECTIVE DATE

- a. This MOU becomes effective March 1, 2015, or when signed by both parties, whichever date is later.

3. AUTHORITY

- a. Health and Safety Code §§13108 and 13146 (Effective January 1, 2011).

4. DESIGNATED CAMPUS FIRE MARSHAL (DCFM) PROGRAM

- a. The DCFM Program (**Program**) is composed of:
 - i. Plan review and construction inspections (Title 24 inspections); and
 - ii. fire and life safety inspections in state-regulated occupancies, and compulsory annual inspections in state-mandated occupancies (Title 19 Inspections).
- b. Program operations are detailed within the Program Operational Procedures (Attachment A).
- c. Each UC campus will appoint one Lead DCFM and each UC medical center may also appoint one Lead DCFM. Each Lead DCFM shall be responsible for oversight of all individual DCFMs. The Lead DCFM is responsible for Title 19 and Title 24 responsibilities, and will coordinate with the appropriate OSFM Division Chief regarding various administrative matters, training, quality control, program evaluation, and technical guidance.

- d. Each Lead DCFM is responsible for providing the appropriate OSFM Division Chief with the Annual Activity Report. This report will be submitted in February of each year detailing the previous calendar year's activities. The report will cover only those activities described in Attachment A, Section 2.e and Section 3.b "Reports". Records of all other Program activities (i.e. inspections, plan review etc.) will be maintained for OSFM review at the appropriate UC campus and medical center.
- e. OSFM agrees to designate qualified UC staff, as appointed by each UC campus and medical center, to be Lead DCFMs and DCFMs.
- f. UC agrees that DCFMs will conduct plan reviews and on-site inspections in the DCFM Program in compliance with all applicable laws, regulations and standards.
- g. Lead DCFMs shall continuously review the Program to ensure compliance with this MOU.
- h. Requests for approval to use an alternative material, assembly, equipment, method of construction, method of installation of equipment, or means of protection must be made in writing to the Lead DCFM for approval.
- i. Each campus and medical center will develop a formal appeal process for code application or violation disputes. This appeal process must be in accordance with Chapter 1 of the California Building Code. Every effort should be made to resolve a dispute at the campus/medical center level. When a code application dispute cannot be resolved at this level, the following procedure shall be followed:
 - i. The appropriate responsible campus or medical center project manager shall submit a written appeal to the Lead DCFM for that location.
 - ii. The Lead DCFM will forward the appeal, along with a recommendation for resolution, to the appropriate OSFM Division Chief.
 - iii. The OSFM Division Chief will respond in a timely manner with a written decision to the appropriate responsible campus or medical center project manager, with a copy to the Lead DCFM and responsible DCFM.
 - iv. If further appeal is desired or necessary, the appropriate responsible campus or medical center project manager may submit the code application dispute to the State Fire Marshal (SFM). The SFM will evaluate the application in a timely manner and render a decision. Final decisions of the SFM shall be binding.

5. MINIMUM QUALIFICATIONS AND CRITERIA FOR DCFMs

a. Experience:

- i. Three years of recent full-time experience performing a combination of fire prevention inspections, plan review services, and construction inspections for a California local or state entity responsible for fire and building code and regulation enforcement.
- ii. OSFM shall have the sole responsibility for determining if other experience is equivalent.

b. Education:

- i. California State Fire Marshal (CSFM) Fire Inspector II Certification, or equivalent, and
- ii. California State Fire Marshal 16-hour "Statutes and Regulations Course", and

- iii. California State Fire Marshal Fire Inspector 2B, or completion of 15 units in college credit in Fire Technology or equivalent.
- iv. OSFM shall have the sole responsibility for determining if other experience or education is equivalent.

6. DCFM PARTICIPATION AND APPROVAL

- a. The UC Office of the President will send a letter to the SFM requesting review and evaluation of a Lead Designated Campus Fire Marshal or a Designated Campus Fire Marshal candidate. The request will include the candidate's name, qualifications, resume, recent applicable experience, and training record with certificates, diplomas, and other appropriate documentation.
- b. The OSFM will review the submitted documentation, determine the acceptability of a particular candidate's qualifications and will, as expeditiously as possible, notify the UC Office of the President of its determination concerning the candidate's designation.

7. PERFORMANCE OF DUTIES

- a. Issues related to DCFM performance of duties under this MOU shall be handled by UC in accordance with appropriate established UC policy or collective bargaining agreements and practice.

8. DURATION OF AGREEMENT


This MOU is intended to persist in perpetuity or until cancelled by either party. Either party may cancel this MOU or program at a campus at any time by giving sixty (60) days written notice to the other party. If the enabling legislation should change such that this MOU becomes illegal under California law, the parties will immediately rectify the provision(s) in the MOU that are unenforceable or cause the MOU to terminate.

- a. **Review:** The Parties agree to meet at least annually to review the efficiency and effectiveness of the Program. It is anticipated changes will be made to the program based upon this mutual review and agreement.
- b. **Letter of Acknowledgment:** Immediately following the completed execution of this MOU, copies will be sent to an individual of appropriate authority at each campus and medical center. A "Letter of Acknowledgment" will be attached to each copy. The letter will confirm the receipt and understanding of the MOU and will be signed by both the Lead DCFM and the individual of appropriate authority for each campus and medical center. These signed "Letters of Acknowledgment" will be returned to UCOP within 30 days of their receipt. UCOP will then ensure that copies are provided to Cal Fire – Office of the State Fire Marshal in a timely fashion.
- c. **Miscellaneous:**
 - i. Relationship of Parties: This MOU does not create a partnership, joint venture, or relationship of trust or agency between UC and CAL FIRE - OSFM. Neither Party shall be authorized to act on behalf of the other Party, or to make representations or commitments of any kind on behalf of the other Party.
 - ii. Assignment: This MOU shall not be assigned by either Party without the prior written consent of the other Party.
 - iii. Amendment: This MOU may not be altered, changed, or amended, except by an instrument in writing executed by the Parties.

- iv. Choice of Law: This MOU shall be governed by, interpreted and construed in accordance with the laws of the State of California, United States of America, without regard to, or effect of, any choice or conflict of law principles or rules that would direct the application of the laws of another jurisdiction.
- v. Damages: Neither Party shall be liable to the other Party for any special, incidental, indirect, consequential (including loss of profit), or punitive damages, for any matter whatsoever associated with the activities covered by this MOU, whether such damages arise in contract or tort (including negligence or strict liability) or otherwise.
- vi. Captions and Headings: The numbering and heading of any particular provision of this MOU is for the purpose of convenience only, and shall not be construed as having any substantive effect on the terms of this MOU.
- vii. No Third Party Beneficiaries: Nothing in this MOU, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than the Parties to this MOU (and their respective successors and permitted assigns) any rights, remedies or obligations under, or by reason of, this MOU or any transaction contemplated hereby.
- viii. Entirety: This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof, and, all prior correspondence, memoranda, agreements or understandings (written or oral) with respect to this subject are merged into and superseded by this MOU.
- ix. Severability: If any provision of this MOU (or part thereof) is or becomes unlawful or void, the legality, validity, and enforceability of any other part of that provision or any other provision of this MOU shall not be affected, but shall continue in force and effect. The unlawful or void provision shall be deleted from this MOU by written agreement of the Parties or final court order but only to the extent of any invalidity so as to preserve the MOU to the maximum extent.
- x. Counterparts: This MOU may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall constitute but one and the same instrument.

Reviewed and approved as to form:

CAL FIRE



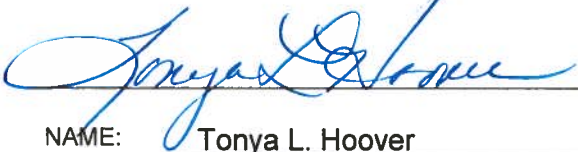
NAME: Stephanie Shimazu
TITLE: Chief Counsel
DATE: 5-11-15

UNIVERSITY OF CALIFORNIA



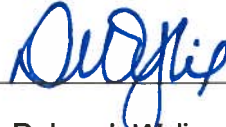
NAME: Kelly Drumm
TITLE: Senior Counsel
DATE: 5-22-15

**CAL FIRE -
OFFICE OF THE STATE FIRE MARSHAL**



NAME: Tonya L. Hoover
TITLE: State Fire Marshal
DATE: 5/15/2015

UNIVERSITY OF CALIFORNIA



NAME: Deborah Wylie
TITLE: Associate Vice President
DATE: 5.22.15

Attachment A

DCFM PROGRAM OPERATIONAL PROCEDURES

The following procedures are intended to achieve Program consistency statewide.

1. GENERAL

- a. **Coordination:** The Lead DCFM will coordinate with the appropriate OSFM Division Chief.
- b. **Reports:** Each Lead DCFM will be responsible for providing the appropriate OSFM Division Chief with an annual activity report. This report will be submitted in February of each year detailing the previous calendar year's activities, which shall include the elements described below (see sections 2.e and 3.b) for the Title 24 Program inspections and the Title 19 Program inspections.
- c. **Technical Advice:** The OSFM Division Chiefs will be available to provide technical advice to the Lead DCFM.
- d. **Forms:** Lead DCFMs will use standard OSFM forms (or electronic reproductions) when conducting plan review and inspection activities.
- e. **Program Audit:** The Program shall be reviewed on a continuous basis by the individual Lead DCFM to ensure compliance with the MOU, California Building Standards and other regulations of the State Fire Marshal.

2. PLAN REVIEW AND CONSTRUCTION INSPECTIONS

- a. **Maintenance of Project Records:** Each campus/medical center is required to retain all project records, including record documents, for the life of the facility according to University policy.
- b. **Transmittal Forms, Approval Letters and Other Documents:** Each campus/medical center will maintain project files with all documentation related to a project. This information will be made available to the Office of the State Fire Marshal upon request. Examples of these documents include, but are not limited to:
 - i. Fire Safety Correction Notices and/or inspection reports
 - ii. Final Clearance letters
 - iii. Plan Review Transmittals
 - iv. Copies of correspondence specific to projects and/or inspections
- c. **Approval Stamp:** Each page of an approved plan will be identified by the reviewing DCFM with a stamp currently utilized and approved by OSFM. Each UC campus/medical center is responsible for procuring the stamp. The currently utilized and approved OSFM stamp shall only be used for the approval of buildings on UC campuses/medical centers and property administered by The Regents of the University of California.
- d. **Construction Inspections:** DCFMs will inspect construction projects as applicable. The DCFM will complete an EN-2 or EN-11 inspection report describing the circumstances and outcome.

- e. **Reports:** The Lead DCFM will submit the Annual Activity Report of Title 24 activities with the following information:
 - i. Facility name
 - ii. Occupancy classification
 - iii. Square footage
 - iv. Status of projects under review or construction
 - v. Include a list of correspondence sure as requests for alternate means of construction or formal appeals.

The annual report shall be provided to the State Fire Marshal prior to March 1 of each year.

3. EXISTING FACILITY INSPECTIONS (commonly referred to as Title 19 inspections)

- a. **Inspection Priority:** Lead DCFMs or their designee are responsible for inspections of buildings, structures, and facilities.
 - i. The following occupancy types are state-mandated and **shall** be inspected annually:
 - 1. Residential Occupancies (dormitories, hotels/motels and other dwellings)
 - 2. High Rise Structures of any occupancy type
 - 3. Institutional Occupancies (detention facilities, holding cells)
 - 4. Education Occupancies (K-12 schools)
 - ii. The following occupancy types are state-regulated and should also be inspected annually:
 - 1. Facilities containing assembly occupancies
 - 2. Facilities containing chemical and biological laboratories or hazardous materials.
- b. **Reports:** The Lead DCFM will submit the Annual Report of Inspection Activities based solely upon the six occupancy types detailed above in sections 3.a.(i) and 3.a.(ii). The report will contain two statistics for each occupancy type:
 - i. The total number of that specific occupancy type that the Program is responsible to inspect, and
 - ii. The total number of that specific occupancy type that the Program inspected.
- c. **Correction Notice:** Whenever any deficiency or code violation is noted during an inspection, the DCFM will issue a written Fire Safety Correction Notice. For each deficiency, the Fire Safety Correction Notice will identify the following:
 - i. Description of the deficiency
 - ii. Code section number
 - iii. Corrective action needed
 - iv. Deadline to certify correction

d. Specific Components: The following are examples of some of the specific components to be inspected or evaluated for code compliance during "Existing Facility Inspections":

- i. Fire Protection Systems
 1. Automatic fire sprinkler systems
 2. Fire alarm systems
 3. Fixed fire extinguishing systems – Halon, FM 200, Inergen, etc., and kitchen hoods and ducts
 4. Standpipe systems, fire hoses
 5. Fire pumps
 6. Fire flow and water supply
 7. Elevator recall
- ii. Emergency power system
- iii. Smoke control and removal/stair pressurization systems
- iv. Fire Extinguishers
- v. Fire Drills
- vi. Pre-Fire Plans and Evacuation Plans
- vii. Flammable and combustible liquids and hazardous materials.
- viii. Exiting
- ix. Fire Assemblies
- x. Fire Resistive Construction

4. SPECIAL EVENTS

University-sponsored special events within the Lead DCFM's authority must comply with applicable fire and life safety regulations. Special events include, but are not limited to, concerts, dances, events utilizing bonfires/open flames, public fireworks displays, events using tents or membrane structures, motion picture filming, etc. Compliance procedures and policies will be developed and implemented appropriate to campuses' organizational structure, and all appropriate State laws and regulations

Lead DCFMs will notify the OSFM Duty Officer at (916) 323-7390 of any special event resulting in fire or a panic-safety related injury, fatality, fire, and/or explosion.

Depending upon the event or activity involved, a Lead DCFM may request OSFM personnel to be assigned to assist in oversight of fire and life safety enforcement at the then current OSFM monetary rate.

Lead DCFMs are responsible for processing and approval of the required permit for public display of fireworks or special effects. Final approval of the display or show is subject to approval by the Lead DCFM. If the Lead DCFM or designee cannot inspect and witness the pyrotechnics/special events they shall contact the OSFM Division Chief. OSFM personnel then will conduct the inspection and witness the event. The requesting UC campus will be charged the then current OSFM monetary rate.

5. FIRES, EXPLOSIONS, AND OTHER EMERGENCIES

The OSFM Duty Officer Notification Procedures will be immediately initiated when any of the following occur on properties owned or leased by The Regents of the University of California

A major or significant incident is defined as a significant event, which demands a response beyond the routine,

- i. All fires, explosions or any major disasters/incidents
 - ii. Any incident that involves a significant fire or panic related injury or death
 - iii. Any significant media event related to public safety
 - iv. Activation of a fire suppression system due to a system malfunction or failure
- b. All available incident reports will be maintained by the UC facility and made available to the OSFM upon request.
 - c. The OSFM Duty Officer will be immediately notified of an incident on the 24-hour number: (916) 323-7390.

6. POST-INCIDENT RE-OCCUPANCY PLANS

Re-occupancy plans for buildings damaged by major fires or explosions will be submitted on an OSFM form EN-2 to the appropriate OSFM Division Chief. Re-occupancy plans should address the areas affected by the incident as well as the unaffected areas of the facility. At a minimum the re-occupancy plans should include the following:

- a. A physical description of the building including type of construction, height, area, and occupancy classification.
- b. A floor diagrams that identify the affected area and location of exits and demolition/construction barriers.
- c. The status of fire alarm, fire suppression, air handling equipment, and emergency power systems. At least 10% of fire alarm devices and the fire alarm control panel will be tested before re-occupancy into unaffected areas. 100% of fire alarm devices, air handling, and emergency power systems in affected areas will be tested at 100% when repairs are complete.
- d. An estimated time for repairs and anticipated date of re-occupancy.