

**Memorandum of Understanding  
Between  
CAL FIRE - Office of the State Fire Marshal  
and  
The Board of Trustees of the California State University  
Designated Campus Fire Marshal Program  
June 29, 2022**

**1. PURPOSE**

The Office of the State Fire Marshal (OSFM) hereby delegates responsibility for compliance with fire and panic safety and other regulations of the OSFM to qualified CSU Designated Campus Fire Marshals (DCFM's) to act on behalf of the OSFM to perform on-site fire and panic safety plan review, construction inspection, and compliance inspections at CSU nominated and OSFM approved campuses, to include the CSU Chancellor's Office. This delegation of responsibility to Designated Campus Fire Marshals (DCFM's) shall hereinafter be defined as "the Program", as further defined in this MOU and Attachment "A". The OSFM remains the Authority Having Jurisdiction for fire and panic safety for the Board of Trustees of the California State University (CSU).

The CSU Office of the Chancellor (CSUCO) department of Capital Planning, Design and Construction (CPDC) shall administer this Memorandum of Understanding (MOU) on behalf of the CSU. The CSU shall appoint a Director of Fire Safety (DFS) and Deputy Directors of Fire Safety (DDFS) to provide oversight and support to all Lead Designated Campus Fire Marshals (Lead DCFM's) and Designated Campus Fire Marshals (DCFM's).

In order to achieve an orderly and effective delegation of responsibility from the OSFM to the CSU, the MOU establishes a phased process. The first phase shall include the responsibility for on-site plan review, with a progressive assumption of responsibilities at CSUCO nominated and OSFM approved campuses of the CSU.

Attachment A, which is incorporated into this MOU, serves as the "CSU Permitting Program Operational Procedures" document to execute the Program described in this MOU and the policies contained herein. Attachment A is subject to change by mutual agreement to further the goals of the policy, and improve the program described herein.

The parties agree to meet at least annually to review the efficiency and effectiveness of the Program. It is anticipated that, as the Program matures, changes will be made to the program based on this mutual review and agreement.

**2. EFFECTIVE DATE**

This MOU becomes effective when executed by both Parties.

**3. AUTHORITY**

California Health and Safety Code sections 13108, 13145, and 13146; California Education Code section 66606; California Public Contract Code section 10704; and California Building Code ("CBC") section 1.11.2

Conformance to code is as described in Health and Safety Code 13108 and further defined in the adopted versions of Title 19 and Title 24.

#### 4. CSU PERMITTING

CSU has existing authority to manage code compliance and issue building permits. This MOU extends the permitting responsibility to incorporate the permitting of fire and panic safety plan check, construction inspection, and compliance inspection. The CSU permitting responsibility is being expanded as detailed in this MOU:

A. Plan Review – Plan Review and approval shall be the responsibility of the Lead DCFM (or DCFM in the absence of a Lead DCFM), with the approval of the OSFM Chief of Fire and Life Safety with support as follows:

1. Third-party plan review shall be performed by firms under contract to the CSUCO. The CSUCO shall contract with multiple firms as required for use by campuses.
2. Fire Safety peer review: The CSUCO shall contract with multiple firms with specialized expertise in fire and panic safety. Campuses may be required to have a project subject to peer review as determined by the DCFM or Lead DCFM, or per CSU policy.
3. Alternative Means and Methods Request (AMMR):
  - a. Requests shall be made in writing by the Campus Deputy Building Official to the Lead DCFM. Upon Lead DCFM approval, the request shall be forwarded to the appropriate DDFS. If the campus does not have an assigned Lead DCFM, the request shall be made from the Campus Deputy Building Official (CDBO) directly to the appropriate DDFS. Appropriate records and actions shall be maintained.
  - b. The DDFS shall review and then submit the AMMR, with their recommended actions, to the Director of Fire Safety and the CSU Building Official. Upon DFS approval, the request shall then be submitted to the OSFM for their review and approval. OSFM shall notify the DFS and the appropriate DDFS of their decision in writing. If the AMMR is disapproved, the denial shall specify the reason(s). Appeals of the denial shall be made through the appropriate chain of command, up to and including the Assistant State Fire Marshal (ASFM) and the State Fire Marshal (SFM). The SFM's determination as to any AMMR appeal shall be final.
  - c. Upon notice of approval from the OSFM, the AMMR shall be incorporated into the project design.
4. Plan reviews and inspections shall be conducted and accessible to the OSFM using an electronic software program. Records to be retained per Attachment A.
5. Upon request, additional project information not contained in the electronic software program shall be provided to the OSFM.
6. Each campus shall retain all project records in accordance with applicable California Building Standards and CSUCO records retention policies and shall submit OSFM required documents utilizing OSFM approved software.
7. DCFMs shall use the standard OSFM approval stamps. CSU is responsible for obtaining their own stamp based on sample designs approved by the OSFM.

B. Inspections.

1. Construction / Renovation / Repair Construction (CCR Title 24) Inspections. OSFM inspections shall be scheduled by campus Inspectors of Record, until the DCFM has been designated by OSFM to perform these inspections
2. Annual Building Compliance (CCR Title 19) Inspections:
  - a. Under this MOU, OSFM shall incrementally delegate these inspections to CSU Campuses that have a DCFM.

C. Program Operations – are detailed within the Program Operational Procedures provided in Attachment A.

- D. CSU Annual Activity Report – The CSUCO is responsible for providing the appropriate OSFM Division Chief with a CSU Annual Activity Report. This report shall be submitted in March of each year detailing the previous calendar year's activities. The report shall cover activities described in Attachment A. Records of other Program activities (i.e. inspections, plan review, etc.) shall be maintained for OSFM review at the appropriate CSU Campus.
- E. Appeal Process - When an issue cannot be resolved at the project level, any involved party may submit a written appeal to the CSU Director of Fire Safety (DFS). The DFS, in consultation with the CSU Building Official, shall forward the appeal, along with his or her recommendation to the OSFM Chief of Fire & Life Safety. The Chief shall respond with a written decision to the DFS. If a further appeal is desired, it may be submitted to the State Fire Marshal.

Nothing in this section E shall serve to limit the authority of the OSFM. Any interested party may appeal a decision to the State Fire Marshal whose decision shall be final and binding.

## 5. PROGRAM PARTICIPATION

- A. CSUCO - CPDC shall oversee and manage the Program centrally, as part of CSU's existing permitting responsibility.
- B. CSU shall structure its permitting and fire and safety responsibilities to have lines of reporting independent of campus management structure.
- C. Individual CSU campuses under this MOU shall secure CSUCO nomination and OSFM approval for participation.
- D. Immediately following CSU nomination and OSFM approval, the MOU and an updated delegation for capital authority shall be sent to the campus President.
- E. The delegation agreement between the CSUCO and the campus shall confirm receipt and understanding of the MOU and shall be signed by the campus President and the CSU Executive Vice Chancellor of Business and Finance. CSUCO shall provide a copy to the OSFM in a timely fashion, updated and submitted with the Annual Report
- F. Individual campuses are not authorized to act independently to certify plans as compliant with the building standards and other regulations of the State Fire Marshal until they are represented by a designated DCFM.
- G. The CSU may hire a Lead DCFM to oversee the work of multiple campuses with the approval of the OSFM. The Lead DCFM and/or DCFM shall be responsible for Title 19 and Title 24 activities, as delegated by the OSFM, and will coordinate with the appropriate DDFS and/or the DFS on various administrative matters, training, quality control, program evaluation and technical guidance.
- H. Nothing in this MOU shall be in any way construed to limit any CSU party from approaching OSFM to report program or safety concerns.

## 6. QUALIFICATIONS AND HIRING PROCESS FOR CSU FIRE SAFETY OFFICIALS

The DCFM shall meet the following qualifications and education:

- A. Qualifications.
  - 1. The DCFM shall have experience commensurate with the responsibilities of a Deputy State Fire Marshal III, and shall have 3 years of recent full-time experience performing fire and life safety compliance inspections, plan reviews, construction inspections, or other experience in any combination of the following:
    - a. Conducting fire and life-safety compliance inspections, plan reviews, and construction inspections in a public fire prevention bureau, unit, or agency.

- b. In fire prevention or industrial safety engineering in private industry.
- c. In building inspection work in a public bureau unit or agency.
- 2. College training may be substituted for the experience based on two years of college being equivalent to one year of experience.
- 3. Licensure or certification along with maintenance of continuing education is required. Such licensure, certification, and continuing education may include relevant national or state programs including, but not limited to NFPA, IFSTA, DSA, ICC, NCEES, and OSFM training as detailed below.
- 4. OSFM shall have sole responsibility for determining if other experience is equivalent.

**B. Required Education:**

- 1. OSFM Certified Fire Inspector I and II training.
- 2. Plans Examiner or equivalent State Fire Training course work.
- 3. OSFM Statutes and Regulations training (within 1 year of appointment)
- 4. The completion of 15 units in college credit in Fire Technology/Fire Science or equivalent.
- 5. OSFM shall have the sole responsibility for determining if other experience or education is equivalent.

**Lead DCFM, DDFS and DFS:**

- 1. In addition to the above qualifications and education, the Lead DCFM, DDFS and DFS shall meet the following minimum qualifications:
  - a. Five years of recent experience involving a combination of fire prevention inspections, plan review, and construction inspections in a local or state entity responsible for fire and life safety code and regulation enforcement. Additional experience with plan reviews; construction inspections; and supervisory experience shall be required for acceptance of Lead DCFM role by OSFM.
  - b. California licensure in any of the following fields: Architecture, Engineering and/or Fire Protection Engineer, is encouraged and may be considered in the candidate's qualifications.

**C. General Provisions**

- 1. The CSUCO shall engage in its regular hiring process under the procedures established by CSUCO's Systemwide Human Resources Department and nothing in this MOU shall limit the CSUCO's decision-making authority as to the hiring, discipline, and retention of its employees.
- 2. Issues related to CSUCO staff performance of duties under this MOU shall be handled by the CSUCO Assistant Vice Chancellor, Capital Planning, Design and Construction in accordance with appropriate established CSU policy and/or collective bargaining agreements and practice.
- 3. Once the CSUCO has made a candidate selection, their qualifications shall be submitted to OSFM for confirmation that the candidate meets the required qualifications set forth in this MOU.
- 4. All DCFM and Lead DCFM appointments shall be based upon an evaluation of records substantiating the candidate's education, training, and work experience, and a personal assessment interview conducted by OSFM management staff.
- 5. Should the OSFM object to the qualifications of a DCFM candidate, the CSUCO may hire the individual and require training to address OSFM concerns.
- 6. The background selection criteria shall be consistent with CSUCO state employment standards, including CSUCO employment background review, and applicable good character standards.



## **7. PERFORMANCE OF DUTIES**

- A. CSU agrees that all DCFMs shall conduct plan reviews and on-site inspections in compliance with all applicable laws, regulations, and standards.
- B. For purposes of enforcement of this MOU, all parties to this MOU are subject to the following code of conduct, and shall:
  - 1. Conduct themselves in a manner that reflects positively on the OSFM and the CSU, avoiding behaviors that could damage the good reputation of the OSFM or the CSU.
  - 2. Be truthful and honest in all dealings with and on behalf of the OSFM and CSU.
  - 3. Not use the position to seek or obtain influence for personal gain, preference, or advantage.
  - 4. Recognize that the service is a position of public trust that requires stewardship in the honest and efficient use of publicly owned resources, and the highest level of integrity in the execution of duties.
  - 5. Recognize that the position requires professionalism, competence, respect, and loyalty in the performance of duties and use of information.
  - 6. Avoid any potential conflicts of interest regarding financial investments, outside employment, outside business interests or activities that conflict with or are enhanced by the official position or have the potential to create the perception of impropriety; and
  - 7. Abide by all CSU safety plans.
- C. OSFM designation of responsibility for a DCFM, may be suspended for breach of the terms of this MOU after a joint OSFM and CSU investigation and determination.
- D. CSUCO may revoke the delegation for a campus DCFM Program at any time by providing written notice to the campus officials. Grounds for this revocation may include but are not limited to not effectively managing their DCFM program or breaching the terms of this MOU.
- E. OSFM may suspend designation of responsibility for a Campus DCFM program by providing written notice to the CSUCO, DFS, and Campus Lead DCFM detailing complaints regarding any breach of the terms of this MOU. The Campus served with this notice shall have a ninety (90) day period to provide a cure for the complaints in the notice. A joint OSFM and CSU determination shall follow. Upon the expiration of the ninety (90) day period, if no cure has been provided, Campus designation of responsibility shall be suspended.

## **8. TERMS AND CONDITIONS**

- A. Severability: If any part of this agreement is declared unenforceable or invalid, the remainder of the agreement shall continue to be valid and enforceable.
- B. Jurisdiction: This agreement shall be governed by the laws of California.
- C. Dispute resolution: In the event a dispute arises regarding this agreement, including whether there has been a breach, the Parties agree to resolve the matter through negotiation or mediation, prior to suspending the terms of this MOU under dispute, or initiating any kind of legal action. Absent an agreement of the Parties or judicial order to the contrary, this MOU shall remain in full force and effect during any such period of negotiation, mediation, or other informal dispute resolution.
- D. Compliance Verification During the term of the MOU, the OSFM and its duly authorized representative, upon reasonable notice, shall have access to all MOU related materials, records, reports, and staff. This includes all documents maintained by the Campus, any of their contractors and agents which relate to this MOU. The OSFM shall have the right to review such records at any reasonable time, for a period of up to three years after the termination of the MOU. Costs of inspections or audits conducted under the authority of this MOU will be borne by the individual Campus.

- E. Audit: The parties to this MOU shall be subject to examination and audit by either the CSUCO, the OSFM and/or the Auditor General of the State of California at any time during the term of this MOU.
- F. Amendment: This MOU cannot be modified in any way except in writing signed by all the parties to this Agreement. Attachment A is intended to be modified by agreement in writing by both parties to further the goals of the MOU.
- G. Notice: Any notices required herein shall be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the post, postage prepaid, to the other party to this MOU.
- H. Entire Agreement: This MOU and its attachments constitute the entire agreement and understanding between the parties to this MOU and supersedes all prior communications, contracts, or agreements between these parties with respect to the subject matter addressed in this MOU, whether oral or written.

**9. DURATION OF AGREEMENT**

This MOU is intended to persist in perpetuity unless cancelled by either party. Either party may initiate a termination of this MOU at any time by giving written notice to the other party detailing complaints regarding any breach of the terms of this MOU. The party served with this notice shall have a thirty (30) day period to provide a cure for the complaints in the notice. Upon the expiration of the thirty (30) day period, if no cure has been provided, this MOU shall be of no further force and effect.

**CAL FIRE - OFFICE OF THE STATE FIRE MARSHAL *and the*  
BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY**  
*Signatories:*

  
\_\_\_\_\_ 6/29/22  
For the CAL FIRE - Office of the State Fire Marshal  
Michael J. Richwine, State Fire Marshal Date June 29, 2022

  
\_\_\_\_\_ 6/29/2022  
For the Board of Trustees of the California State University  
Dr. Jolene Koester, Interim Chancellor Date June 29, 2022

## Attachment A

### CSU PERMITTING PROGRAM OPERATIONAL PROCEDURES FIRE AND PANIC SAFETY

The following procedures are intended to achieve consistency statewide.

#### 1. GENERAL

##### a. Coordination:

- i. The CSU Director of Fire Safety (DFS) and Deputy Directors of Fire Safety (DDFS) will coordinate with the appropriate OSFM Division Chief on matters related to the statewide CSU Permitting Program related to fire and panic safety.
- ii. The Lead Designated Campus Fire Marshal (Lead DCFM) will coordinate with the appropriate DDFS and/or the DFS on California Code of Regulations (CCR) Title 19 and Title 24 program activities.

##### b. Reports:

- i. The Director of Fire Safety will be responsible for providing the appropriate OSFM Division Chief with an annual activity report. This report will be submitted in March of each year detailing the previous calendar year's activities, which shall include the elements described below (see section 2.h) for the Title 24 Program inspections and the Title 19 Program inspections.
- ii. Each Lead DCFM is responsible to provide the annual activity report to the appropriate DDFS by February 1<sup>st</sup>.

##### c. Technical Advice:

- i. The OSFM Division Chiefs will be available to provide technical advice to the DDFS and DFS as requested.

##### d. Forms:

- i. The Lead DCFM and/or DCFM will use agreed upon forms (or electronic reproductions) when conducting plan review and inspection activities.

##### e. Program Audit:

- i. The Program shall be reviewed on a continuous basis by the Lead DCFM, appropriate DDFS and the DFS to ensure compliance with the MOU, California Building Standards and other regulations of the State Fire Marshal.

#### 2. PLAN REVIEW AND CONSTRUCTION INSPECTIONS

- a. Transition of Responsibility: The MOU calls for a phased implementation of the CSU Designated Campus Fire Marshal (DCFM) program, with the first phase being plan review and approval. This policy identifies those plan review types that are eligible for full review and approval by CSU Designated Campus Fire Marshal (DCFM) staff.
  - i. Overall project plan review and approval shall be the responsibility of the Lead DCFM with the support of DCFM's, third-party plan reviewers and fire safety peer reviewers contracted with the CSU to perform these services.

- ii Plan review/project types that are eligible for full review/approval by OFS staff:
  - 1) Selected minor capital projects (projects valued at  $\leq$  \$929,000) with OSFM concurrence
    - a) OSFM/OFS to meet at Schematic Design phase and review projects to identify areas of concern and potential acceptable resolutions
    - b) OFS staff to consult with OSFM staff on item resolution prior to OFS approving and stamping plans
  - 2) Selected major capital projects (projects valued at  $>$ \$929,000) with OSFM concurrence
    - a) OSFM/OFS to meet at Schematic Design phase and review projects to identify areas of concern and potential acceptable resolutions
    - b) OFS staff to consult with OSFM staff on item resolution prior to OFS stamping and approving plans
  - 3) Solar photovoltaic array systems on all CSU facilities in compliance with the CSU "Photovoltaic (PV) Installation" policy (FSPL 22-C001). This policy covers four possible configurations:
    - a) Ground-mounted – no use below
    - b) Ground-mounted – parking/use below
    - c) Supported by a structure – no use below
    - d) Supported by a structure – parking/use below
  - 4) Back checks on all major capital projects (projects valued at  $>$ \$929,000)
    - a) OSFM to perform initial review and identify in project review comments any items that require OSFM/OFS collaboration on resolution.
    - b) Design team resubmits plans to OFS staff for back check and comment resolution.
    - c) OFS staff to consult with OSFM staff on all items identified in initial comments as requiring collaboration prior to OFS approving and stamping plans.

iii. Construction / Renovation / Repair Construction (CCR Title 24) Inspections. OSFM inspections shall be scheduled by campus Inspectors of Record, until the DCFM has been designated by OSFM to perform these inspections.

- b. CSU and OSFM shall regularly interact to further the purpose of this MOU. CSU and OSFM will identify the lead fire and panic safety program contacts in the spirit of cooperation, peer mentoring and mutual goals.
- c. Maintenance of Project Records: Each campus DCFM is required to retain all fire and panic safety project records, including record documents, for the life of the facility according to University policy.
- d. Transmittal Forms, Approval Letters and Other Documents: Each DCFM will maintain project files with all pertinent documentation related to a project. This information will be made available to the OSFM 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, including any requested and approved AMMRs.



- e. **Approval Stamp:** Each page of an approved plan will be stamped by the reviewing Lead DCFM, or DCFM with a stamp approved by OSFM. Each CSU campus is responsible for procuring the stamp. The approved OSFM stamp shall only be used for the approval of buildings on CSU campuses and/or property administered by The Trustees of the California State University.
- f. **Construction Inspections:** DCFM's will inspect construction projects as applicable. The DCFM will complete an inspection report in an approved electronic format describing the circumstances and outcome.
- g. **Reports:** The Lead DCFM will submit to the appropriate DDFS the Annual Activity Report of Title 24 activities by February 1<sup>st</sup>. It shall contain 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 such as requests for alternate means of construction or formal appeals,
  - vi. Project cost.

**3. EXISTING FACILITY INSPECTIONS (CCR Title 19 inspections)**

OSFM to maintain responsibility pending CSU program development.

**4. SPECIAL EVENTS**

OSFM to maintain responsibility pending CSU program development.

**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 Trustees of the California State University:

- a. 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 CSU 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 fires, earthquake, civil unrest or explosions will be submitted on an approved OSFM electronic form 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. 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.

Revised version of Original Attachment A dated 4/28/2021

Mich Richwine                      5/12/2022  
 Chief Michael Richwine                      Date

Elvyra San Juan                      May 12, 2022  
 Elvyra San Juan, Asst VC Capital Planning                      Date