

LETTER OF UNDERSTANDING AND INTERAGENCY AGREEMENT RE VACATION HOME RENTAL INSPECTIONS

In order to facilitate a coordinated and efficient interagency approach to assessing and investigating VHR safety issues in El Dorado County, we, the undersigned agencies in El Dorado County, Ca, do hereby accept and agree to work in concert as described in the following proposals.

Nothing in this agreement shall be construed so as to supersede any department policy of any of the agencies.

THIS AGREEMENT between El Dorado County, a political subdivision of the State of California ("County"), and _____ ("District") concerns the procedures and protocols for both initial and annual safety inspections of homes permitted to operate as vacation home rentals ("VHRs") within the unincorporated areas of the County of El Dorado. It is the intent of all parties to this agreement that the safety of the renters/occupants of vacation home rentals within the unincorporated areas of the County have the highest priority. To that end, the parties have entered into this agreement in order to insure that the process for safety inspections of these homes is clearly defined.

OBJECTIVES

1. Insure the safety of all persons who may rent/occupy short term vacation home rentals within the unincorporated areas of El Dorado County.
2. Establish the procedures and time frames for both initial and annual inspections of VHR's.
3. Specify the basic safety inspections points that will be subject to inspection on the occasion of each inspection.
4. Facilitate clear and timely communication between the County and the Fire Protection Agency regarding the need for and results of an inspection.

RESPONSIBILITY AND ROLE OF EACH AGENCY

County Responsibilities

1. County shall be responsible for establishing rules and regulations, and permit conditions for the operation of VHRs in the unincorporated areas of the county.
2. County shall provide District with an inspection form that includes all permit requirements and conditions for which District shall inspect each VHR.
3. County shall establish regulatory fees by resolution of the Board of Supervisors. Such resolution shall specify the total amount of each fee, the amount to be retained by County, and the amount to be remitted to District to reasonably cover County and District's costs of regulating the VHR program.

4. Within 7 calendar days of receipt of a VHR permit application or application for permit renewal, County shall forward such application to District for coordination with applicant to schedule an inspection.
5. County shall remit the District's portion of the established regulatory fee to District quarterly, based on number of inspections performed in that quarter.

District Responsibilities

1. Time is of the essence. District shall schedule all inspections expeditiously. District shall attempt to make contact with an owner, owner's agent, or local contact person, as defined in County Ordinance 5.56, within 7 calendar days of receipt of a VHR permit application or application for renewal from County. District shall document all attempts to schedule such inspection. Nothing herein shall prohibit District from contacting owners prior to permit expiration but before a renewal request is received to begin scheduling an inspection; however, District shall not perform any inspection prior to receipt of a permit application or application for renewal.
2. District shall use forms prescribed by County. Within 7 calendar days of completion of each inspection, District shall remit to County the results of such inspection for final disposition of the permit application or application for renewal by County.

This agreement will become effective upon execution by all parties and will remain in effect until cancelled by either party. Each party agrees that they may terminate this agreement for any reason upon thirty (30) days written notice to the other party.

The County employee with responsibility for administering this Agreement is Don Ashton, Chief Administrative Officer, or designee.

All notices to be given by the parties hereto shall be in writing and served by personal service or by depositing the same in the U. S. Postal Office, postage prepaid.

Notices to the County shall be addressed as follows:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
Attn: Don Ashton

Notices to the District shall be addressed as follows:

DISTRICT NAME
ADDRESS
CITY, STATE, ZIP
Attn: DISTRICT CONTACT

Any other fire safety issues identified by District during the course of the VHR inspection may be addressed or enforced by District in their sole discretion through whatever other method may be available to District. County shall have no discretion, or role, in addressing any fire safety issues not specifically outlined in the VHR inspection forms, and such issues shall not be part of the County's VHR application process.

Authorized Signatures- The parties to this agreement warrant and represent that the undersigned individuals executing this agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument.

This document, and any attachments, represents the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Don Ashton
Chief Administrative Officer
"County"

-- DISTRICT --

DISTRICT NAME

By: _____

Dated: _____

Name
Title
"District"