

# COOPERATIVE FIRE PROTECTION AGREEMENT

Between

COUNTY OF TULARE

And

TULE RIVER INDIAN TRIBE

## FOR MUTUAL AID, USE OF RADIO FREQUENCIES, AND EMERGENCY DISPATCH & COMMUNICATION SERVICES

This is a COOPERATIVE FIRE PROTECTION AGREEMENT between TULARE COUNTY, hereinafter referred to as "COUNTY", and the TULE RIVER INDIAN TRIBE (hereinafter referred to as "THE TRIBE OR TIA), and is entered into this 1<sup>ST</sup> day of November , 2019.

WHEREAS, pursuant to Federal Communications Commission Rules and Regulations section 90.179, the sharing of radio frequencies is authorized; and

WHEREAS, pursuant to Government Code sections 54981.7, the County and the TRIBE may enter into agreements for emergency dispatch and communication services; and

WHEREAS, the purpose of this Agreement is to provide for the rendering of assistance whenever fires or emergency incidents may occur within certain areas of the jurisdictions of the parties which, due to the location, or size of the fires, or other emergency incidents, such fires or emergency incidents cannot be adequately responded to and handled by the fire department of the party having jurisdiction without additional assistance; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **IDENTIFICATION:** This agreement is between the County of Tulare and the Tule River Indian Tribe, concerning fire protection on, or near the reservation.
2. **AUTHORITY:** This agreement is prepared under the Authority of the Cooperative Fire Protection Agreement (hereinafter called the agreement) between the COUNTY and the TULE RIVER INDIAN TRIBE. This agreement shall become the Understanding upon signature of all parties, and shall be reviewed annually no later than May 1.
3. **PURPOSE:** The agreement provides interagency guidelines for emergency responders and information necessary to properly execute the terms of this agreement
4. **DEFINITIONS:** Unless the particular provisions or context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words used in this Agreement.
  - a. "Fire Protection Services" shall mean firefighting capacity to contain, control, and extinguish fires and shall exclude first aid and reserve services.
  - b. "Requesting Party" shall mean any party to this Agreement that requests fire protection within the Agency Having Jurisdiction (AHJ) fro the other party to this Agreement.

- c. "Responding Party" shall mean any party to this Agreement that receives a request for fire protection within the jurisdiction of the requesting party.
  - d. "Unit" shall mean an engine company including apparatus, equipment and personnel.
  - e. "Dispatch" shall mean any radio traffic activity or request that causes the COUNTY Emergency Communication Center to engage on behalf of the TIA.
  - f. "Closest available resources" shall mean any participating Mutual Aid fire agency's firefighting apparatus that is nearest in proximity to the location of the emergency activity.
  - g. "Mutual Aid" is defined as the provision of resources (personnel, apparatus and equipment) to a requesting party already engaged in emergency operations, which have exhausted or will shortly exhaust the local jurisdiction resources.
  - h. "Industrial response" is an Interagency Incident Management response to support industrial structure and natural disaster incidents.
5. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.
6. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
7. **CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.
8. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.
9. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
10. **ASSURANCES OF NON-DISCRIMINATION:** The COUNTY and the TRIBE shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

**11. FURNISHING OF FIRE PROTECTION SERVICES:** The responding party shall furnish fire protection services within the jurisdiction of the party requesting such service pursuant to the following provisions:

- a. The COUNTY and the TRIBE agree to furnish fire protection personnel, equipment, materials and supplies, and to render such fire protection services to each other as may be necessary to suppress fire of a size, and/or complexity beyond the control of either party hereto acting without the assistance of the other, and the control of which therefore requires the assistance from the other within the defined service area as per Exhibit A, C, D.
- b. The territories covered by this Agreement are the Reservation limits of Tule River Reservation including the proposed casino, Eagle Feather Trading Post Properties and the territory of the COUNTY (not to exceed Reservation Road and Road 296, Success Valley Drive and Sunshine Drive, or a 5 mile radius surrounding the proposed casino) as identified in Exhibit C and D.
- c. As requested by the COUNTY, and upon receiving dispatch information, the TULE RIVER FIRE DEPARTMENT STRUCTURE BRANCH (TIA) will respond one (1) Unit into the COUNTY area on any emergency related incident.
- d. As requested by the TRIBE, and upon receiving dispatch information, the COUNTY will respond one (1) unit into the Reservation area on all non vegetation fires or rescue related emergency dispatch excluding emergency medical aids as defined by the Tulare County Fire Department Standard Response Plan (Exhibit A-1). Additional resources will be charged to the nearest half hour from time of dispatch. Rates are defined in Exhibit B.
- a. COUNTY, will respond wildland fire resources when requested by TIA. Reimbursement requisitions for personnel and equipment will be submitted by the COUNTY on a form F-42 directly to the Bureau of Indian Affairs on a monthly basis. Reimbursement for wildland fire incidents will be at the current Office of Emergency Services rates and reimbursed annually to the COUNTY.
- b. COUNTY, as the Operational Area Fire and Rescue (OES) Coordination Communication Center, shall assist TIA with additional emergency equipment requests by placing requests with the Operation Area Fire Department Mutual Aid participating agencies.
- c. The responding party is not obligated to furnish any service if apparatus, equipment, personnel, or any combination thereof is not available as determined by either Fire Chief, or his/her designated representative.
- d. The COUNTY "Training Facility" located at the corner of Road 196 and Avenue 228, Station 15, may be made available to the TRIBE. Request for training facilities will be made on a quarterly basis. The cost of any consumable products will be incurred by the TRIBE.
- e. The party which has primary jurisdiction for fire protection in the area involved will direct all operations and support activities and request additional assistance as is needed; however, it is provided that the first arriving unit from either Agency Having Jurisdiction (AHJ) will take initial action to protect life and property.

- f. When either party hereto responds to incidents outside its jurisdiction, the agency with primary responsibility will provide an officer of its Department who will supervise and direct activities and assume responsibility for releasing any fire company from the scene.
- k. Except as may be provided by separate written agreement between the parties hereto, the assurance of mutual aid set forth herein shall constitute the sole consideration for the performance hereof, and neither party shall be obligated to reimburse hereunder, or for any use of material, damage to equipment, or liability incurred which may occur in the course rendering the fire fighting assistance herein provided for.
- g. Nothing contained herein shall be construed as a contract law or equity for the benefit of any third party, which may be affected by the Agreement.
- h. Nothing contained herein shall affect either party's responsibility to provide worker's compensation insurance or protection for its employees.
- i. This Agreement shall subrogate all previous fire protection service agreements made between COUNTY and the TRIBE. This is a furtherance of the "California Disaster and Civil Defense Master Mutual Aid Agreement".

**12. RADIO COMMUNICATIONS:** The TRIBE agrees to acquire and maintain at its own expense radio communications equipment meeting Federal Communication Commission specification compatible with COUNTY fire operations frequencies and to operate on the following frequencies:

Tulare County (TLC) 1  
 Transmit: 155.895, 154.010 Megahertz  
 Receive: 154.010, 154.010 Megahertz

TLC-2  
 Transmit: 158.925  
 Receive: 153.905

TLC-3  
 Transmit: 153.830  
 Receive: 153.830

OES Fire and Rescue  
 V-Fire 21: 154.280, V-Fire 22: 154.265, and V-Fire 23: 154.295

Number of radios by type using authorized frequencies:

Base Station: 2. Mobile: 6. Portable: 7

**13. RADIO EQUIPMENT:** The equipment referred to in paragraph 12 above, shall be and remain the property of the TRIBE, but COUNTY shall be the licensee pursuant to Federal Communications Commission Rules and Regulations. The applications for authority to add to or modify station licenses shall be made by and in the name of the COUNTY.

- a. COUNTY authorizes TIA to operate said equipment for tests purposes and operation use.
- b. TIA agrees to operate and maintain said equipment in accordance with the rules and regulations of the Federal Communications commission and the operation procedures established by the COUNTY. In the event of any violation by the TRIBE of such rules and regulations or of any other law concerning the operation of said equipment, COUNTY may terminate this Agreement at any time.

**14. EMERGENCY DISPATCH SERVICES:** The COUNTY agrees to provide emergency dispatch and communications services, as the *sole provider* of said fire department dispatching service for non-wildland (forest/watershed fire) calls to the TRIBE in accordance with this Agreement and Exhibit "B" which is attached hereto and incorporated herein by reference.

- a. For the purpose of consistent automated reporting and organization of emergency incident data, THE TRIBE shall subscribe to the web-based Emergency Reporting System (ERS).
- b. The COUNTY will provide dispatch services on all Wildland Fire Incidents until relieved by the Central California Interagency Communications Center (CCICC)

**15. COST OF EMERGENCY DISPATCH SERVICES:** In providing services pursuant to paragraph 14 above, payment for services rendered shall be as follows:

- a. The TRIBE agrees to pay the COUNTY for the cost of providing emergency dispatch and communication services to any TIA fire personnel or equipment.
- b. Costs for emergency dispatch and communication services shall be charged on a "per call" basis for each qualifying emergency incident handled within the boundaries of the TIA. Such costs shall be calculated by using the averaged cost of all COUNTY classifications of Emergency Dispatcher and the Supervising Dispatcher salaries, benefits, and budgeted overtime and budgeted extra-help values. The current "per dispatch" charge will be \$.60.42. The rate per dispatch shall be periodically reviewed by the County Fire Chief. Any rate adjustment, as indicated on that review, shall be applied to the current service period beginning the 1<sup>st</sup> day of the following month. Notice of any rate changes shall be made in writing at the time of the change.

**16. BILLING:** For services provided in accordance with paragraph 14 above, the COUNTY shall bill the TRIBE semi-annually no later than January 15 and June 15 of each year for the preceding 12-month period (July 1-June 30). The TRIBE shall pay the COUNTY no later than thirty (30) days from the date of the billing.

**17. COUNTY STANDARDS:** In rendering of fire protection services, emergency dispatch and communication services by the COUNTY, the standards of performance including all work, the assignment and discipline of personnel, and other matters incidental to the performance of such services and the control of personnel so employed, shall remain with the County Fire Chief. In the event of a dispute between the parties concerning the extent of the duties and functions to be rendered under this Agreement or the level or manner of

performance of such services, the determination made by the County Fire Chief shall be final and conclusive.

- 18. THE TRIBE STANDARDS:** In rendering of fire protection services by THE TRIBE, the standards of performance including all work, the assignment and discipline of personnel, and other matters incidental to the performance of such services and the control of personnel so employed, shall remain with the Tule River Fire Chief. In the event of a dispute between the parties concerning the extent of the duties and functions to be rendered under this agreement or the level or manner of performance of such services, the determination made by the TULE RIVER TRIBAL COUNCIL shall be final and conclusive.
- 19. EMPLOYEE STATUS:** No officers, agents or employees of the County Fire Chief or County-hired Extra Help Firefighters shall be deemed to be TRIBAL COUNCIL employees or have any TRIBAL COUNCIL pension, civil service, or any status or right with regard to the TRIBAL COUNCIL. No officers, agents or employees of the TRIBAL COUNCIL and TIA shall be deemed to be Tulare County employees or have any COUNTY pension, civil service, or any status or right with regard to the COUNTY.
- 20. TERMINATION:** Each party shall have the right to terminate this Agreement upon the default of the other party, such termination to be effective upon thirty (90) days written notice of termination to the defaulting party. Default occurs upon the failure of a party to remedy a default under the terms of this agreement within thirty (90) days after the non-defaulting party has given the other party written notice of a failure to comply and the nature thereof.
- 21. INDEMNIFICATION:** The TRIBE shall hold harmless, defend and indemnify the COUNTY from any liability, claims, actions, costs, damages or losses including those brought by a "third party", for injury, including death, to any person or damage to any property arising out of any activities by the TRIBE or its employees, officers, agents and volunteers up to the limits of the TRIBE's liability insurance policy. The COUNTY shall hold harmless, defend and indemnify the TRIBE from any liabilities, claims, actions, costs, damages or losses, for injury, including death, to any person or damage to any property arising out of any activities by the COUNTY or its employees, officers, agents, and extra-help firefighters under this Agreement. These obligations shall continue beyond the term of this Agreement as to any act which occurred during this Agreement.
- 22. AMENDMENT:** This Agreement may only be amended by the mutual written consent of both parties.
- 23. INTEGRATION:** This Agreement, upon its effective date, will supersede and replace any existing agreements between the parties with respect to emergency dispatch and communication services. Both parties acknowledge that the headings used herein are for reference only, and that the terms of the Agreement are set out in the text under such headings.
- 24. TERM OF AGREEMENT:** This Agreement shall become effective on the 1<sup>st</sup>. day of November 2019 and shall terminate on the 1<sup>st</sup> day of November 2022, provided, however, such Agreement shall automatically be extended for one or more consecutive terms of one (1) year each, upon the same terms and conditions, which are applicable to the original term of the Agreement. Either party shall have the right to terminate this Agreement without cause upon 90 days prior written notice to the other party.

**25. NOTICE:** Any notice to be given hereunder shall be written and served either by personal delivery or by first-class mail, postage prepaid and properly addressed, as follows:

**COUNTY:** Board of Supervisors

County of Tulare  
Administration Building  
County Civic Center  
2800 West Burrel  
Visalia, CA 93291


**TRIBAL COUNCIL:**

Chairman  
Tule River Tribal Council  
P.O. Box 589  
Porterville, CA 93258

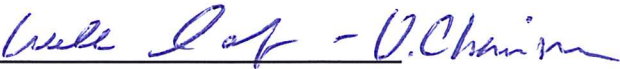
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Approved as to Form:

\_\_\_\_\_  
County Counsel  
Approved as to Form

 10.29.2019  
\_\_\_\_\_  
Tule River Tribal Council  
Office of General Counsel  
Approved as to Form

\_\_\_\_\_  
Board of Supervisors, Chairperson  
County of Tulare

  
\_\_\_\_\_  
Tribal Chairman  
Tule River Tribal Council

## EXHIBIT A

### AUTO AID FIRE PROTECTION

1. Auto aid shall be provided within the limits of the County of Tulare and the TRIBE subject to Exhibit B. However, neither party shall be required to reduce its own fire protection resources, personnel, services and facilities to the detriment of its normal fire protection capability.
2. No response to an Auto aid request will be made by either the COUNTY or the TRIBE unless such request is received through the established communications channel common to each party and made by a responsible fire official of the party requesting such aid.
3. COUNTY and the TRIBE will respond to those incidents involving fire, traffic accidents and technical rescue activities. It is not intended to include automatic aid for emergency medical incidents. Mutual aid for medical incidents may be provided upon request.
4. Fire protection personnel, furnished by one party to the other party, will work as far as possible, under their own supervisors. Equipment furnished by one party to the other party will ordinarily be operated by personnel of the party furnishing the equipment. General directions relative to the work will be given by the Incident Commander or his/her designee.
5. Neither party shall be obligated to reimburse the other for any use of material, damage to equipment, or liability incurred which may occur in the course of rendering fire fighting assistance, other than as may be expressly provided elsewhere in this Agreement.
6. Auto aid covers day-to-day operations only and shall not be in force and effect when a state of extreme emergency has been proclaimed and when the California Disaster and Civil Defense Master Mutual Aid Agreement becomes operative.
7. Both parties agree to schedule quarterly training drills for the firefighters affected by this Agreement. Each party shall be responsible for providing the quarterly training for their own personnel.



## TCFD STANDARD RESPONSE GUIDE Attachment to SOG-506

<b>MEDICAL</b>			
JURISDICTION	CALL TYPE	DESCRIPTION	STANDARD RESPONSE
TLC	MED	BASIC MEDICAL AID	1P OR 1E
TLC	MIA	INDUSTRIAL ACCIDENT	2E
TLC	MNS	MEDICAL UNSECURE SCENE	1E OR 1P
TLC	MOA	MED AID ASSIST TO OTHER COUNTY AGENCY	1E OR 1P AS REQUESTED
TLC	MCITY	MED AID ASSIST TO OTHER CITY AGENCY	1E OR 1P OR AS APPROVED
TLC	MTECH	TECHNICAL RESCUE	1BC, 2E, 1TRK OR RES14
TLC	MWATER	SWIFT/FLOOD/WATER RESCUE	1BC, 2E, SWTF, TCSSO NOTIFICATION
TLC	MVA	TRAFFIC ACCIDENT	2E OR 1E & 1TRK
TLC	MVAP	TRAFFIC ACCIDENT WITH PIN-IN	1BC, 3E OR 2E & 1TRK
EXETER	MEX	MEDICAL AID – EXETER CITY LIMITS	1E OR 1P
FMV	M83	MEDICAL AID – FARMERSVILLE CITY LIMITS	1E OR 1P
WLF	M86	MEDICAL AID – WOODLAKE FIRE DISTRICT	1E OR 1P
TIA	M90	MEDICAL AID – TULE INDIAN RESERVATION	1E OR 1P
<b>FIRES</b>			
TLC	FRES	RESIDENTIAL STRUCTURE FIRE	1BC, 3E AND 1WT OR 4E, 1BS
TLC	FSTR	STRUCTURE FIRE (NON-RESIDENTIAL)	1BC, 3E AND 1WT OR 4E, 1BS
TLC	FRES2	STRUCURE FIRE SECOND ALARM; <b>1<sup>st</sup> Alarm Plus:</b>	1BC, 1ISO, 3E, 1WT, Tac Battalion Tones, DC Notification,
TLC	FGAS	SMELL OF NATURAL GAS/PROPANE IN A STRUCTURE	1BC, 3E AND 1WT OR 4E, 1BS
TLC	FREIN	REINFORCED ALARM: MULTIFAMILY/SCHOOL	2BC, 3E, 1WT, 1TRK, 1 BS
TLC	FREIN2	REINFORCED SECOND ALARM; <b>1<sup>st</sup> Alarm Plus:</b>	DC, ISO, 3E, 1WT, 1TRK, Tac. Battalion Tones
TLC	FIND	INDUSTRIAL/COMMERCIAL STRUCTURE FIRE	1BC, 3E, 1 WT AND 1 TRK, 1BS
TLC	FIND2	INDUSTRIAL/COMMERCIAL STRUCTURE FIRE SECOND ALARM; <b>1<sup>st</sup> Alarm Plus:</b>	DC, 1BC, 1ISO, FC Notification, 3E, 1WT, 1TRK, Tac. Battalion Tones
TLC	FGRS	GRASS FIRE	2P, or 2E
TLC	FDEB	DEBRIS FIRE	1E, or 1P
TLC	FWLD	WILDLAND FIRE (SRA)	1BC, 2P, or 2E, AND 1 WT
TLC	FTASK	WILDLAND TASK FORCE: <b>FWLD PLUS</b>	DC notification-TF 1: 1 BC, 4P, 1WT
TLC	FWLD3	WILDLAND THIRD ALARM: <b>FWLD; FTASK PLUS</b>	DC Notification-may be CFAA
TLC	FAGR	AGRICULTURAL FIRE	1BC, 3E, 1 WT
TLC	FVEH	VEHICLE FIRE	2E, or 1 E and 1P
TLC	FCOMV	COMMERCIAL VEHICLE FIRE	2E, 1BC
TLC	FUNK	UNKNOWN FIRE	2E
TLC	FOTR	OTHER FIRE	1E
TLC	FTHIRD	THIRD ALARM FIRE (ALL) <b>1<sup>st</sup> &amp; 2<sup>nd</sup> Alarm PLUS:</b>	1ISO, STAFF BC, 3E, OTHER UNITS AS NEEDED
TLC	FMA	FIRE ASSIST TO OTHER COUNTY AGENCY	1E (MAX 2E WITH APPROVAL)
TLC	FCITY	FIRE ASSIST TO OTHER CITY AGENCY	1E (MORE WITH D.C. APPROVAL)
TLC	EXPL	EXPLOSION	1BC, 3E
TLC	BMBT	BOMB THREAT	1BC, 2 E
FMV	F83	ALL FIRES IN FARMERSVILLE CITY LIMITS	1E OR 1P
WLF	F86	ALL FIRES IN WOODLAKE CITY LIMITS	1E OR 1P
TIA	F90	ALL FIRES ON TULE INDIAN RESERVATION	1E OR 1P
EXETER	FEXSTR	ALL STRUCTURE FIRES IN EXETER CITY LIMITS	1BC, 3E, 1WT OR 4E (HYDRANTS)
EXETER	FEXDEB	DEBRIS OR TRASH FIRE IN EXETER CITY LIMITS	1E OR 1P

EXETER	FEXVEH	VEHICLE FIRE IN EXETER CITY LIMITS	2E
EXETER	FEXOTR	ALL OTHER FIRES IN EXETER CITY LIMITS	1E
<b>SERVICE CALLS</b>			
TLC	ALRM	ALARM SOUNDING (COMMERICAL OR RESIDENTIAL)	1E
TLC	ANIMAL	ANIMAL (SNAKE, RODENT, ETC)	1E OR 1P
TLC	BRKHYD	BROKEN FIRE HYDRANT	1E OR 1P
TLC	BURN	BURN COMPLAINT	1E OR 1P
TLC	DETEC	SMOKE DETECTOR CHECK	1E OR 1P
TLC	FLOOD	FLOODING (RESIDENTIAL, COMMERICAL, STREET)	1E OR 1P
TLC	HELPA SST	PUBLIC SERVICE ASSIST (LIFT, LOCKOUT, ETC)	1E OR 1P
TLC	MISC	MISCELLANEOUS CALLS	1E
TLC	SMKCH	SMOKE CHECK	1E
EXETER	OEX	NON-MEDICAL/FIRE CALLS IN EXETER CITY LIMITS	1E (1BC AND 2E FOR CHEM)
FMV	O83	NON-MEDICAL/FIRE CALLS IN FMV CITY LIMITS	1E OR 1P
WLF	O86	NON-MEDICAL/FIRE CALLS IN WLF CITY LIMITS	1E OR 1P
TIA	O90	NON-MEDICAL/FIRE CALLS ON THE RESERVATION	1E OR 1P
<b>HAZARDOUS CONDITIONS</b>			
TLC	ARCPWR	ARCING POWER LINES	1E OR 1P
TLC	FWORK	FIREWORKS	1E OR 1P
TLC	PWR	POWER LINES DOWN	1E OR 1P
<b>HAZARDOUS MATERIALS LEVEL I</b>			
TLC	GAS	GASOLINE LEAK/SMELL OF GASOLINE	1E
TLC	SFLAM	SMALL FLAMMABLE/COMBUSTIBLE LIQUIDS >50 GAL	1E
<b>HAZARDOUS MATERIALS LEVEL II</b>			
TLC	CHEM	CHEMICAL SPILL/TOXIC LEAK >50 GAL	1BC, 2E, SUP-25
<b>HAZARDOUS MATERIALS LEVEL III</b>			
TLC	HAZMT	FIXED FACILITY OR TRANS MAJOR RELEASE: OVERTURNED TANKER/RAIL CAR DERAIL	1BC, 3E, SUP-25 ISO, VSA HAZ 55

**EXHIBIT B**

**EMERGENCY DISPATCH AND COMMUNICATION SERVICES**

County agrees to provide emergency dispatch and communication services as the sole provider, to THE TRIBE as follows:

- a. Answer and interrogate emergency calls and callers 24 hours per day, 7 days per week, year round;
- b. Alert appropriate personnel, as designated by TIA for emergency response.
- c. Monitor response and dispatch additional personnel and/or equipment as requested by the Incident Commander.

**COUNTY BILLING RATES FOR PERSONNEL AND EQUIPMENT**

Personnel:

All Tulare County Fire Department staff assigned under the terms and conditions of this agreement will have their time invoiced with the equipment they responded with.

Classification	Hourly Rate	Overtime Rate
Firefighter	\$ 9.50	\$14.26
Engineer	\$10.50	\$15.75
Fire Lieutenant	\$20.80	\$31.20
Fire Captain	\$25.02	\$37.52
Fire Captain (Adm.)	\$38.97	\$58.46
Fire Battalion Chief	\$29.68	\$44.52
Fire Battalion Chief (Adm.)	\$41.55	\$62.33
Fire Division Chief	\$56.91	\$85.37

Equipment:

Fire Engine	Less than 1,000 GPM pump	\$70.00 per hour
	1,000-1,250 GPM pump	\$80.00 per hour
	1,251-1,500 GPM pump	\$85.00 per hour
	1,501-2,000 GPM pump	\$90.00 per hour
Water Tender		\$80.00 per hour; plus operator time
Light Utility (Sedan, PU, SUV, Van)		\$86.00 per day

## EXHIBIT C

Tribal resources will respond out of the Reservation area into the COUNTY from the Reservation Boundary to Reservation Road and Road 296 as well as Success Valley Road and Sunshine Drive. The County will respond to the Reservation.



