

RESOLUTION NO. 2011-398

Adopted by the Sacramento City Council

July 12, 2011

AGREEMENT: USE OF MOBILE LIVE FIRE TRAINING TRAILER

BACKGROUND

- A. The Sacramento Fire Department will utilize the mobile live fire training trailer to address the training of structural firefighters under live and simulated fire conditions. It focuses on aggressive, coordinated interior fire suppression operations with a minimum of risk to participants.
- B. All training and policies shall meet and/or exceed the current standards found within National Fire Protection Agency 1403 (Standard on Live Fire Training).
- C. Only agencies that have entered into an Agreement for Use of Mobile Live Fire Training Trailer with the City of Folsom may request use of the trailer and participate in joint use exercises.
- D. Therefore, staff recommends that the City Council authorizes the Interim City Manager, or his authorized designee, to execute the Agreement for Use of Mobile Live Fire Training Trailer with the City of Folsom for an initial term of 3 years and which shall be automatically renewed for successive 1-year terms unless terminated by either party upon thirty 30 days written notice.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The Interim City Manager, or his designee, is hereby authorized to execute the Agreement for Use of Mobile Live Fire Training Trailer with the City of Folsom, attached hereto as Exhibit A and incorporated by reference, for an initial term of 3 years and which shall be automatically renewed for successive 1-year terms unless terminated by either party upon thirty 30 days written notice.

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Exhibit A Agreement with City of Folsom

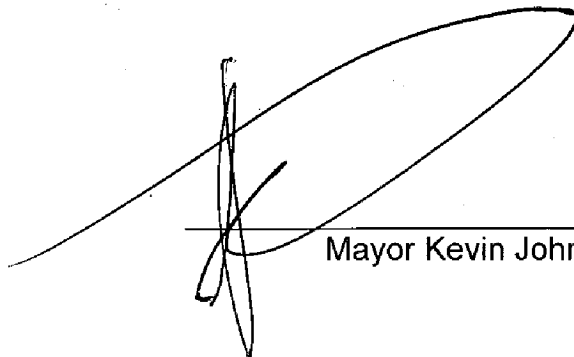
Adopted by the City of Sacramento City Council on July 12, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: None.



Mayor Kevin Johnson

Attest:



Shirley Concolino, City Clerk

AGREEMENT FOR USE OF MOBILE LIVE FIRE TRAINING TRAILER

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the CITY OF FOLSOM, a Municipal Corporation whose address of record is 50 Natoma Street, Folsom, California 95630 ("City") and CITY OF SACRAMENTO FIRE DEPARTMENT, 5770 Freeport Blvd., Sacramento, CA 95822; and SACRAMENTO METROPOLITAN FIRE DISTRICT, 2101 Hurley Way, Sacramento, CA 95825; and COSUMNES COMMUNITY SERVICES FIRE DEPARTMENT, 10573 East Stockton Blvd., Elk Grove, CA 95624; and EL DORADO HILLS FIRE DEPARTMENT, 1050 Wilson Blvd., El Dorado Hills, CA 95762 (Collectively "User" or "Agencies").

WITNESSETH:

WHEREAS, City and User desire to enter into an agreement that would allow the training of fire department personnel using the City's Mobile Live Fire Training Trailer ("Trailer"); and

WHEREAS, User desires to use Trailer in common types of fire training for its fire department personnel; and

WHEREAS, City and User expressly find that the purposes of this Agreement for use of the Trailer are intended to serve the public interest, conserve funds and promote safety within the jurisdiction of each participating fire agency.

NOW, THEREFORE the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto do hereby agree as follows:

1. **Scheduling of use of Trailer.** City shall have full and complete authority over scheduling of use of the Trailer by User. City agrees to schedule the Trailer for use by an individual fire agency to this agreement (Agency) or for joint use by two or more Agencies on a first-come, first-served basis.
2. **Request for use of Trailer.** Requests for use or joint use of the Trailer shall be made in writing (electronic communication is acceptable). If the request is for joint use of the Trailer then such request shall list all participant Users and approximate number of trainees. Only those Agencies who have entered into an "AGREEMENT FOR USE OF MOBILE LIVE FIRE TRAINING TRAILER" with City may request use of the Trailer and participate in joint use exercises. Requesting Agency may indicate in its request any preferences it has for time and date. Upon receipt of written request, City will contact the Requesting Agency and arrange for scheduling. City has full and complete discretion to limit the maximum number of participating agencies in any given joint use exercise. No Agency may use or jointly use the Trailer without obtaining prior written approval of City.
3. **Fees and Expenses.** User is responsible for all financial costs, expenses and liabilities for the following including, but not limited to:
 - Transportation of the Trailer to and from User location.

- Fuel. City will be responsible for filling the propane tanks and diesel tank to full prior to User's receipt of the trailer. User shall be responsible for filling the propane tanks and diesel tank to full prior to return of the trailer.
 - Damage. User is responsible for any and all damage to Trailer from whatever cause, including but not limited to accidents, inappropriate use, operational error, or use of foam from the time that the trailer is in possession of the User until it is returned to the City.
4. **Term.** This Agreement shall be valid for an initial term of three (3) years and shall be automatically renewed for successive 1-year terms unless terminated by City or a majority of the entities constituting User upon thirty (30) days written notice, by certified mail, to all parties hereto at the address set forth in this Agreement. Individual Users or Agencies may withdraw from their participation in this contract by providing thirty (30) days written notice, via certified mail, to the City and all other parties hereto at the address set forth in this Agreement.
 5. **NFPA 1403.** User using the Trailer for the purposes of live fire training acknowledges that it is familiar with the content of the current publication of NFPA 1403 - *Standard on Live Fire Training Evolutions*, and agrees to apply the appropriate best practices that will assist in conducting safe live fire training evolutions.
 6. **Maintenance and Repair.** City is responsible for the cost of normal maintenance of the Trailer. User is solely responsible for, and shall pay the repair costs of, any extraordinary damage to the Trailer from the trailer is in User's possession until it is returned to the City and shall be liable for any consequential or incidental damages during the time the trailer is in User's possession. Extraordinary damage is any damage beyond normal wear and tear.
 7. **Expenses, Supplies and Equipment.** User shall be fully responsible for its own costs of whatever kind incurred in operating the Trailer under the Agreement. To the greatest extent feasible Agencies participating in joint use of Trailer will seek means of sharing appropriate expenses, supplies and equipment with each other during joint use exercises.
 8. **Indemnity.** During the time the Trailer is in possession of an Agency (or Agencies) to this Agreement, the Agency (or Agencies) having possession of the Trailer shall protect, defend, indemnify, save and hold all other Agencies not in possession of the Trailer and their respective officers, agents, employees and volunteers harmless from any and all claims, suits, causes of action or special proceedings for personal injury or death, damage to property resulting from intentional or negligent acts, errors, or omissions of the Agency (or Agencies) or its (their respective) officers, employees, agents, volunteers, contractors, and subcontractors, or from violation of any law, regulation or ordinance to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of its (or their respective) officers, employees, agents, volunteers, contractors, or subcontractors, or by the nature or character of its (or their) activities. It is understood that the Agency's (or Agencies') duty to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Agency (or Agencies) from liability under this

ATTACHMENT A

MOBILE LIVE FIRE TRAINING TRAILER CONDITIONS OF OPERATION

I. PURPOSE

This procedure addresses the training of structural firefighters under live and simulated fire conditions. It focuses on aggressive, coordinated interior fire suppression operations with a minimum of risk to participants. Training evolutions shall be managed in accordance with the Incident Command System. The line of authority shall be made clear to all participants. This is in order that both expected and unforeseen situations will be managed with the most efficiency, and reasonable margins of safety will be provided. All training and this policy shall meet and/or exceed the current standards found within NFPA 1403-*Standard on Live Fire Training*.

II. STUDENT PREREQUISITES

- A. In order to ensure safe operations during a live fire training exercise, all participants shall have achieved a minimum level of basic training.
- B. Prior to being permitted to participate in live fire training evolutions, the student shall have received and provide the documentation for training to meet the performance objectives for Firefighter I, or provide written approval from the participating agencies Fire Chief.

III. STRUCTURE PREPARATION

- A. Strict safety precautions shall be applied to the Burn Trailer for live fire training evolutions.
- B. All doors, windows and window shutters, roof scuttles, smoke generators and generators within the Burn Trailer shall be checked and operated, where appropriate, prior to any live fire training evolution to ensure correct operation.

IV. WATER SUPPLY

- A. Generally, the water supply for the live burn evolution must be capable of supplying a continuous, adequate fire flow demand to handle maximum fuel involvement. Separate

water sources are required for attack and backup hose lines. Backup/lines will always be charged and staffed with a crew ready for entry.

1. Hydrant Water Supply
 - a. Hydrant water may be used
 - b. Minimum of 2½" supply line (250 gpm) is required.
2. Water Tender
 - a. Type I or II for either attack or backup supply is permitted.
3. Firefighting Pumper
 - a. Class "A" rated pumper; Type I or II with a five hundred gallon tank.
 - b. Must be tied to a permanent water supply (see above).
4. Back-up Pumper/Tender
 - a. Class A pumper/Tender
 - b. Minimum five hundred gallon independent water supply.
 - c. May be tied to hydrant or Tender through wye setup, but NOT through firefighting pumper.

V. FUEL MATERIALS

- A. The fuels that are utilized in live fire training sessions must be of a known chemical composition (propane or smoke generator) with known burning characteristics of a nature to be as controllable as possible.
- B. Only propane material will be used for burning. No Class A materials will be used inside of the prop for live fire purposes.

VI. SAFETY OFFICER

- A. A Safety Officer shall be appointed for all fire-training evolutions.
- B. The Safety Officer shall have the authority, regardless of rank, to intervene and control any aspect of the operation when, in his or her judgment, a potential or real danger, accident, or unsafe condition exists.
 1. Responsibilities of the Safety Officer shall include:
 - a. Inspection of protective clothing and SCBA equipment.
 - b. Prevention of unsafe acts.
 - c. Prohibiting the use of unsafe equipment.
 - d. Elimination of unsafe conditions.

e. Control of fuel materials:

- C. The Safety Officer is responsible for the safety of all personnel on the scene, including students, instructors, visitors, and spectators.
- D. The Safety Officer shall not be assigned any other duties that interfere with safety responsibilities.

VII. OTHER SAFETY REQUIREMENTS

- A. Additional safety personnel, as deemed necessary by the Safety Officer, should be strategically placed within the structure, to react to any unplanned or threatening situation or condition.
- B. All personnel on both attack and back-up lines must be outfitted with appropriate full protective clothing and SCBA prior to the ignition of any fire.
- C. Separate sources of water should be utilized for supply of attack lines and back-up lines in order to preclude the loss of both water sources at the same time (as mentioned in the water supply section).
- D. A fireground communications system shall be established to coordinate command, interior and exterior areas, the safety officer, and external requests for assistance.
- E. An evacuation plan should be established, and an evacuation signal shall be demonstrated to all participants prior to the ignition of any fire.
- F. Participating members should be instructed to report to a predetermined location on the fireground for roll call should an evacuation of the building be signaled.
- G. Examples of an emergency evacuation signal that could be used include whistles, air horns, electronic siren, or dispatch activated tones. Recommend that a universal signal be used.
- H. Emergency Medical Services shall be available on site to handle any injuries. Written reports should be made on all injuries and on all medical aid rendered.
- I. Only one person should be designated to ignite the live fire training fire under the direction of the instructor in charge or the Safety Officer.
- J. At NO time shall a live person be placed in the burn trailer to play the role of victim.

VIII. PROTECTIVE CLOTHING AND EQUIPMENT

- A. Each participant shall be equipped with full protective clothing and self-contained breathing apparatus (SCBA). All participants shall be inspected by the Safety Officer to ensure that the protective clothing and SCBA are being properly worn prior to entry into a live fire training evolution.
- B. All protective clothing and equipment shall have met the edition of the respective NFPA standard that was current when it was purchased, or shall meet the current NFPA standards.
- C. Personal alarm devices are to be used by all participants; the devices shall meet the requirements of NFPA 1982.
- D. All students, instructors, safety personnel, and other personnel shall properly wear all protective clothing and equipment whenever these persons are involved in any evolution or fire suppression operation during the live fire training evolution.

IX. INSTRUCTORS

- A. When live fire training is being conducted within the Trailer, a Qualified Fire Control Officer having been trained by Fireblast 451 must be on site at the controls of the Trailer.
- B. All instructors shall be approved and certified to deliver structural firefighting training by their respective agency. California State Fire Marshal (CSFM) Fire Control 3 certification is recommended.
- C. The participating student-instructor ratio shall not be greater than five to one.
- D. Other features, such as extreme temperatures, larger groups, and long-duration classes should be taken into consideration, and additional instructors designated as necessary to ensure proper levels of safety.
- E. The instructor in charge is responsible for ensuring a safe, productive learning environment during live burn evolutions, and for full compliance with these guidelines.
- F. Instructors shall make a head count both when entering and exiting the building during an actual attack evolution. Use of an accountability system shall be used in conjunction with any training exercise.

G. Instructors shall closely monitor and supervise all assigned firefighters during a live fire evolution.

X. PRE-BURN BRIEFING SESSIONS

A. Prior to conducting live burns, a briefing session must be conducted for all participants. All evolutions to be conducted must be discussed and assignments made for all crews participating in the training sessions.

1. All participants must have a thorough knowledge and familiarity with the layout of the building prior to any live fire training in the structure. A pre-burn walk through is usually the most expedient and efficient method of accomplishing this.

B. A post-training critique should also be conducted to evaluate the participants' performance and reinforce the learning experience.

XI. SPECTATOR SAFETY

A. All spectators must be prohibited from the fireground area and restricted to the outside of a perimeter established by the Safety Officer.

1. Appropriate control measures such as ropes, signs, or fire line marking tape shall be posted to indicate the perimeter of the operations area.

2. Any visitor within the operations area must be equipped with full protective clothing and be escorted at all times.

XII. FIREFIGHTER SAFETY

A. Each participant shall be equipped with full protective clothing and self-contained breathing apparatus (SCBA). All participants shall be inspected by the Safety Officer to ensure that all equipment and clothing is being properly worn and is in serviceable condition prior to entry into the live fire training session.

1. All personnel participating in any evolution or operation of fire suppression during live fire training evolutions shall breathe from an approved SCBA whenever one or more of the following conditions exist:

a. Operating in an atmosphere that is oxygen deficient or contaminated by products of combustion, or both.

- b. Operating in an atmosphere that is suspected of being oxygen deficient or contaminated by products of combustion or both.
 - c. Operating in any atmosphere that may become oxygen deficient or contaminated, or both.
 - d. Operating below ground level.
2. Prospective participants with beards or facial hair that interfere with the face piece seal shall be prohibited from evolutions requiring the use of SCBA.

XIII. SCHEDULING and FEES

A. Coordination for other than normal quarterly scheduling will be done through City of Folsom Fire Department Professional Services Division.

1. Scheduling should include:
 - a. Department/district name.
 - b. Responsible party/certified instructor.
 - c. Responsible party's phone number.
 - d. Date and time of use.
 2. If possible, a one-week notice should be given for fire training.
 3. If possible, a twenty-four hour notice to set up and cancel should be made.
 4. Fees for use of the Burn Trailer will be established and reviewed annually.
 5. Daily use of the Burn Trailer shall not exceed actual operating and transportation costs.
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Sacramento Regional Fire Services Mobile Firefighter Training

Live Fire Trailer Possession Exchange Checklist

(Please fax a copy to Folsom FD @ 984-7081, & maintain a copy in the binder)

Prior to exchanging possession of the Regional Live Fire Trailer, both the relinquishing and receiving parties will conduct an inspection and sign this form. Utilize space under questions to make notes.

Date: _____

Name of Relinquishing Fire Department: _____

Name of Receiving Fire Department: _____

1) Visible exterior trailer damage: Yes / No _____

2) Visible interior trailer damage: Yes / No _____

3) Operational checks and burn performed in the presence of both parties: Yes / No _____

4) Trailer binders, use sheets, and log sheets in order: Yes / No _____

5) Are there four removable steel panels in trailer? Yes / No _____

6) Are all entry steps and hand rails present and properly stowed? Yes / No _____

7) Is the toolbox present and stocked with tools? Yes / No _____

8) Level of fluid in smoke generator and spare bucket? _____

9) Level of propane in both tanks? _____

10) Level of Diesel in generator tank? _____

11) Any additional notes: _____

Name of Relinquishing Officer: _____

Signature: _____

Name of Receiving Officer: _____

Signature: _____

Sacramento Regional Fire Services Mobile Firefighter Training

Live Fire Trailer Use Sheet

(Please complete with each use, and file at back of binder)

****NFPA 1403 must be followed when conducting live fire training****

Date: _____ Fire Department: _____

Location: _____ Trailer Operator Name: _____

Have all daily checks been performed on trailer? Yes / No

Do all students meet NFPA 1001, FF1 requirements? Yes / No

Has a pre-burn briefing been performed? Yes / No

Has an adequate water supply been obtained? Yes / No

Is on-site EMS available? Yes / No

Training Incident Commander: _____

Safety Officers Utilized: _____

Number of Companies and Students participating: _____

Training Objectives: _____

Evolutions Performed: _____

Training Start Time: _____ Training End Time: _____

Propane Level at Start: _____ Propane Level at End: _____

Problems/Comments: _____

USER:
SACRAMENTO METROPOLITAN FIRE DISTRICT

By: [Signature]
KURT P. HENKE
FIRE CHIEF

NOTICE: SIGNATURE(S) ON BEHALF OF USER MUST BE NOTARIZED.

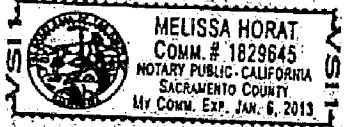
A certificate of acknowledgment in accordance with the provisions of California Civil Code Section 1189 must be attached for each person executing this agreement on behalf of the User. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

State of California)
County of Sacramento)

On 6/3/2011 before me, Melissa Horat, Notary Public, personally appeared Kurt P. Henke who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Melissa Horat (Seal)



USER:
COSUMNES COMMUNITY SERVICES FIRE DEPARTMENT

By: *Tracy Hansen*
TRACEY HANSEN
FIRE CHIEF

NOTICE: SIGNATURE(S) ON BEHALF OF USER MUST BE NOTARIZED.

A certificate of acknowledgment in accordance with the provisions of California Civil Code Section 1189 must be attached for each person executing this agreement on behalf of the User. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

State of California)
County of Sacramento)

On 5/24/11 before me Vicky K. Violet, Notary Public, personally appeared Tracy Hansen who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature: *Vicky K. Violet* (Seal)



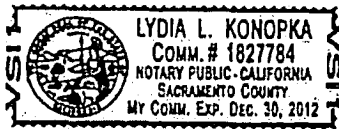
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California }
County of Sacramento }

On June 1, 2011, before me, Lydia L. Konopka, Notary Public, personally appeared _____
Dave Roberts

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct:



WITNESS my hand and official seal.

SIGNATURE Lydia L. Konopka

PLACE NOTARY SEAL ABOVE:

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Live Fire Mobile Training Trailer Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

