

STATE OF TEXAS §  
COUNTY OF TITUS §  
CITY OF MOUNT PLEASANT §

**INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES**

**THIS AGREEMENT** is made and entered into by and between the County of Titus, Texas, (hereinafter referred to as "County") and the City of Mount Pleasant, Texas, a municipal corporation of the State of Texas (hereinafter referred to as "City" or "Mount Pleasant") concerning fire protection services, each acting herein by and through its duly authorized officials. The purpose of this Agreement is to increase the efficiency and the effectiveness of the City and County concerning fire protection. This Agreement is an Interlocal Cooperation Contract, authorized by Chapter 791 of the Texas Government Code.

**WHEREAS**, the County and the City have a Fire Protection Service Agreement entered into on August 10, 2010 under which the City provided fire protection for the County through September 30, 2020 (hereinafter referred to as "the 2010 Fire Protection Service Agreement"); and

**WHEREAS**, the County and the City extended the 2010 Fire Protection Service Agreement for two additional years through September 30, 2022; and

**WHEREAS**, pursuant to §352.001(b)(3) of the Texas Local Government Code, the County is authorized to execute interlocal agreements with any city, town or village within such county to provide fire protection services to the citizens of any such county residing outside the corporate limits of any city, town or village; and

**WHEREAS**, pursuant to Chapter 791 of the Texas Government Code, the City is authorized to execute interlocal agreements with a county to provide governmental services and functions such as fire protection; and

**WHEREAS**, the City is the owner of certain trucks and other equipment designed for and capable of being used in the protection of persons and property from and in the suppression and fighting of fires; and

**WHEREAS**, the City is the owner of a radio communications system used to dispatch City firefighters and County Volunteer firefighters to incidents and to assist in managing incidents; and

**WHEREAS**, the County owns certain equipment including Reserve Engine 3 2003 Pierce Pumper-VIN 4P1CT02M43A003140, Brush 17 Cab & Chassis (not fire firefighting unit) 2015 Ford F 350 VIN1FDRF3H60FEC98797, C-4 2009 Ford -350 VIN-1FTWW3AR7AEA72518 and Comm 1-2009 Enclosed trailer VIN # 5NHUCMZ2XAY061604; and

**WHEREAS**, the County is divided into eight fire districts which are depicted on Exhibit "A;" and

**WHEREAS**, the County desires to continue to obtain such services for its citizens residing in unincorporated areas of the County, except for the Talco Fire District, and the City is willing to continue to provide such services for these areas as hereinafter set forth and provided; and

**NOW, THEREFORE**, it is mutually agreed by and between the parties hereto as follows:

**Section 1. Recitals.**

The recitals set forth above are true and correct and incorporated herein.

**Section 2. Definitions.**

The following words shall have the following meanings when used in this Agreement:

"City Fire Chief" means the Fire Chief of the City of Mount Pleasant.

"Interlocal Service Territory" means the unincorporated areas of Titus County, except for the Talco Fire District.

"County Volunteer Fire Departments" means Tri-Lakes Volunteer Fire Department, Cookville Volunteer Fire Department, Five-Star Volunteer Fire Department, Nortex Volunteer Fire Department, Argo Volunteer Fire Department and the Sugar Hill Volunteer Fire Department.

"Talco Volunteer Fire Department" serves the Talco Fire District.

"Incidents Requiring Fire/Rescue Service" means any incident type listed in Exhibit "B" of the NFIRS Complete Reference Guide, except incidents for Emergency Medical Services.

"Fiscal Year" means October 1 through September 30.

"County Equipment" includes all existing equipment owned by the County which would assist in responding to fire or emergency incidents and includes Reserve Engine 32003 Pierce Pumper-VIN 4P1CT02M43A003140, Brush 17 Cab & Chassis (not fire firefighting unit) 2015 Ford F 350 VIN1FDRF3H60FEC98797, C-4 2009 Ford -350 VIN-1FTWW3AR7AEA72518 and Comm 1-2009 Enclosed trailer VIN # 5NHUCMZ2XAY061604.

**Section 3. Fire Protection Services**

**A. Incident Command**

The City shall be responsible for command on all Incidents Requiring Fire/Rescue services to which it responds in the Interlocal Service Territory.

**B. Fire Incident Response Responsibilities—The City and Volunteer Fire Departments**

The City is responsible for response to all structure fires and motor vehicle accidents within the Interlocal Service Territory, when available. The County Volunteer Fire Departments are required to assist as requested, when available.

The City is responsible for all Incidents Requiring Fire/Rescue Services in the Mount Pleasant Fire District. The County Volunteer Fire Departments are required to assist with structure fires and any other Incidents Requiring Fire/Rescue Services in the Mount Pleasant Fire District as requested, when available.

The County Volunteer Fire Departments are responsible for grass and vehicle fires in their respective districts. The City will assist the County Volunteer Fire Departments with said incidents, as well as any other Incidents Requiring Fire/Rescue Services, within the Interlocal Service Territory and the Talco District, if requested and resources are available. The City will assist the County Volunteer Fire Departments in the Interlocal Service Territory without being requested, if based upon incident information, weather conditions, fire behavior, etc., the City deems it necessary to respond to limit damage occurring as a result of the incident, and resources are available.

The City provides dispatch services for the County Volunteer Fire Departments and the Talco Volunteer Fire Department in the County. County Volunteer Fire Departments in the Interlocal Service Territory are responsible for acknowledging their response via radio, phone and/or app to an incident within three (3) minutes of being dispatched. If the County Volunteer Fire Departments do not respond within three (3) minutes, or they are unable to respond, the City will respond to such Incidents Requiring Fire/Rescue Service in the Interlocal Service Territory, if resources are available.

The City is responsible for all fuel, repairs, maintenance and individual expenses for all City and County fire equipment owned by or used by the City relating to performance of this Agreement.

### **C. City Fire Chief or Designee**

The City Fire Chief, or his designee, shall have sole discretion and exercise his best judgment as to, who shall respond, amount of equipment and personnel dispatched and firefighting techniques in the Interlocal Service Territory. This discretion shall include decisions on the best use of City and County resources available. The City Fire Chief has discretion to order the use and operation of County Equipment. The City Fire Chief, or his designee, retains, and is given authority, by the City and County, to act at all times, using his full discretion to protect and preserve equipment and personnel under his authority in the Interlocal Service Territory.

Pursuant to this Agreement, the City and County acknowledge that the City Fire Chief has served as the City and County Emergency Management Coordinator. The County has a separate agreement regarding such services with the City Fire Chief. The City acknowledges that the selection of a County Emergency Management Coordinator is a matter within the discretion of

the County. The County acknowledges that the selection of the City Fire Chief and the City Emergency Management Coordinator is a matter within the discretion of the City.

**D. The County**

The County hereby gives and grants to the City full and complete authority to operate City fire fighting vehicles on and over public roads, highways, and other thoroughfares of the County and other public places. The County grants the City permission to use and operate County Equipment. If the County contends that any use of County Equipment was not appropriate, the County shall report such concern in writing to the City Manager for review, comment or correction.

The County has agreements with the County Volunteer Fire Departments and the Talco Fire Department that support and do not conflict with this Agreement. Any proposed changes, deletions, or alterations to the agreements between the County and the County Volunteer Fire Departments and the Talco Fire Departments shall be promptly provided to the City and if there is any conflict with the terms of this Agreement, the County shall seek amendment of this Agreement in accordance with Section 11.

**Section 4. Personnel**

The acts of any employee or volunteer performing fire department operations, traveling to or from an incident in the Interlocal Service Territory, or in any manner furnishing fire department services to the citizens of County, outside the city limits of the City, shall be considered as the acts of agents of County in all respects, notwithstanding such persons may be regular employees of the City, City paid firefighters and/or volunteer firefighters.

**Section 5. Payment**

In consideration of such service, as identified and set forth herein, the County shall pay the City out of current revenues the following:

**A. Payment Amount**

Fiscal Year October '22-September '23	\$1,300,000.00
Fiscal Year October '23-September '24	\$1,300,000.00

Subsequent Fiscal Years during the Term shall be agreed upon annually on or before September 15. The City shall propose the Annual Payment Amount due by the County in writing by July 15. The County shall consider the proposed Annual Payment Amount and respond in writing to the City by August 15.

If the County does not agree with the proposed Annual Payment Amount, the parties shall meet to discuss possible resolution of the Annual Payment Amount.

In the event that the parties have not reached an agreement on or before September 15 as to

the Annual Payment Amount, the Annual Payment Amount shall default to the Annual Payment Amount for the then current Fiscal Year with an increase of 7.5%.

The Annual Payment Amount owed each Fiscal Year by the County shall be paid in twelve (12) equal monthly installments each Fiscal Year on or before the 15<sup>th</sup> day of each month, after execution of this Agreement.

### **B. City Fire Expenditures**

In the event that the City determines that it needs to purchase equipment, apparatus, machinery or a vehicle, that is not part of ordinary operation and maintenance expenses ("Capital Purchase"), the City and County shall split the cost of such purchase or expense on a 50/50 basis. The City shall provide the County at least twenty-four (24) months written notice of such Capital Purchase so that the County can plan for such Capital Purchase. The City shall invoice the County for its portion of the Capital Purchase and provide the County at least ninety (90) days to pay the invoice. Any Capital Purchase shall be owned by the City and title, if any, placed in the City's name.

If City deems that there is a need to expand or improve a current fire station, or add a fire station within the City ("City Fire Station Capital Expense"), the City shall be responsible for such City Fire Station Capital Expense. If the County deems that there is a need to expand or improve a current fire station, or add a fire station within the Interlocal Service Territory ("County Fire Station Capital Expense"), the County shall be responsible for such County Fire Station Capital Expense.

### **C. Fair Compensation**

The City and County agree that the amount paid by the County under this Agreement fairly compensates the City for the services or functions performed under this Agreement. If either Party is concerned that any payments under this Agreement do not fairly reflect the services provided by the City and received by the County, the parties agree to meet to discuss such concerns.

### **Section 6: Effective Date and Term of this Agreement**

The Effective Date of this Agreement shall be the 1st day of October, 2022 and shall be continued through September 30, 2032 ("Initial Term"), unless and until sooner terminated as provided in Section 7 hereof. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive ten (10) year terms unless either Party provides written notice of nonrenewal at least twelve (12) months prior to the end of the then-current Term (each a "Renewal Term" and together with the Initial Term, the "Term"), or unless sooner terminated as provided in Section 7.

### **Section 7: Termination Without Cause or for Default**

A. **Termination without Cause.** Either Party may terminate this Agreement without cause by providing written notice of termination at least twelve (12) months prior to the start of the next Fiscal Year. The parties shall fulfill their obligations under this Agreement through the date of termination, unless the Agreement is otherwise terminated earlier pursuant to the terms of this Agreement.

B. **Termination for Default** As used herein, default by either party shall mean failure by either party to comply with any term, covenant, or condition of this Agreement which continues for a period of sixty (60) days after written notice thereof by City or County, or in the case of a default incapable of being cured within sixty (60) days, the failure to commence such cure within sixty (60) days, or having commenced, the failure thereafter to diligently pursue the curing of such default to completion. Upon an event of default by one party, the other party may terminate this Agreement by giving at least ten (10) days written notice to the other party and terminating party shall have no further obligations under this Agreement.

### **Section 8. Insurance**

Each party acknowledges that the other party is a political subdivision of the State of Texas and is subject to, and complies with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

Each party shall promptly advise the other party in writing of any claim or demand against the City or County or known to it related to or arising out of actions or omissions under this Agreement and shall see to the investigation of and defense of such claim or demand at its expense. The other party shall have the right, at its option and at its own expense, to participate in such defense without relieving the advising party of any of its obligations under this Agreement.

Each party to the Agreement shall maintain in force appropriate insurance policies providing comprehensive general liability insurance; auto liability and physical damage coverage; and workers compensation insurance during any term of this Agreement.

### **Section 9: Governmental Immunity and Liability**

Pursuant to Texas Government Code 791.006, the governmental unit that would have been responsible for furnishing the services in the absence of a contract is responsible for any civil liability that arises from the furnishing of those services.

Each party shall be liable for any and all costs, claims, liens, damages, causes of action, liability, and suits of any kind and nature arising out of, resulting from, or related to the acts or omissions of all such party's agents, officers, employees or subcontractors.

In the event the parties are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state of Texas and the United

States, without, however, waiving any governmental immunity available to the parties under Texas and federal law and without waiving any defenses of the parties under Texas and federal law.

This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Titus County, Texas.

#### **Section 10. Sole Agreement**

This Agreement constitutes the sole and only agreement between the City and County and supersedes any prior understandings or written or oral agreements between and the parties respecting the subject matter addressed herein.

#### **Section 11. Amendment**

No amendment, modification, or alteration to this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

#### **Agreement 12. Parties Bound**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by the Agreement.

The parties acknowledge that for the City to provide service in any other incorporated city within the Interlocal Agreement Territory, such incorporated city must enter into an interlocal agreement with the City for the provision of fire protection services by City.

#### **Section 13 Law**

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable solely within Titus County.

#### **Section 14 Severability**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **Section 15 Winding Up**

In the event of termination of this Agreement by either party for any reason, or nonrenewal of this Agreement by either party, the parties agree that the parties will meet to discuss the possible transfer and terms of transfer of such equipment, apparatus, machinery or vehicles purchased as Capital Purchases under this Agreement. The parties agree that this will involve

obtaining an appraisal of the current value of all equipment, apparatus, machinery or vehicle(s) purchased as Capital Purchases under this Agreement. The parties will then meet and discuss in good faith division of said Capital Purchases and the consideration that is fair to both parties, based on the Capital Purchases retained by the City and those to be transferred to the County. The parties shall document the terms of the parties' agreement as to any disposition or transfer of Capital Purchases in writing, which shall be duly executed by the parties.

**Section 16 Notices**

When this Agreement requires one party to provide any notice to the other party, the notice shall be delivered as follows:

City: Notice to the City Manager by email and certified letter.

County Notice to the County Judge by email and certified letter.

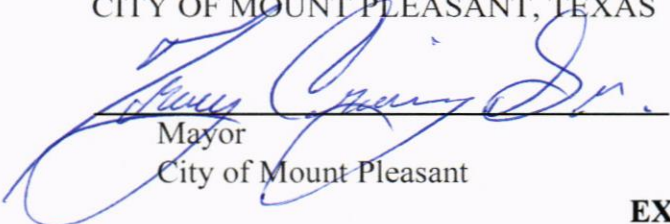
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed under authority of appropriate action taken by their respective governing bodies.

COUNTY OF TITUS, TEXAS



Titus County Judge

CITY OF MOUNT PLEASANT, TEXAS

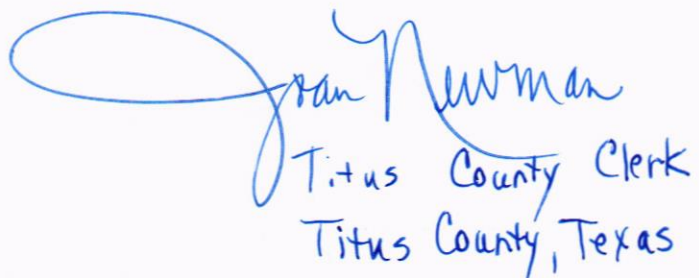


Mayor

City of Mount Pleasant

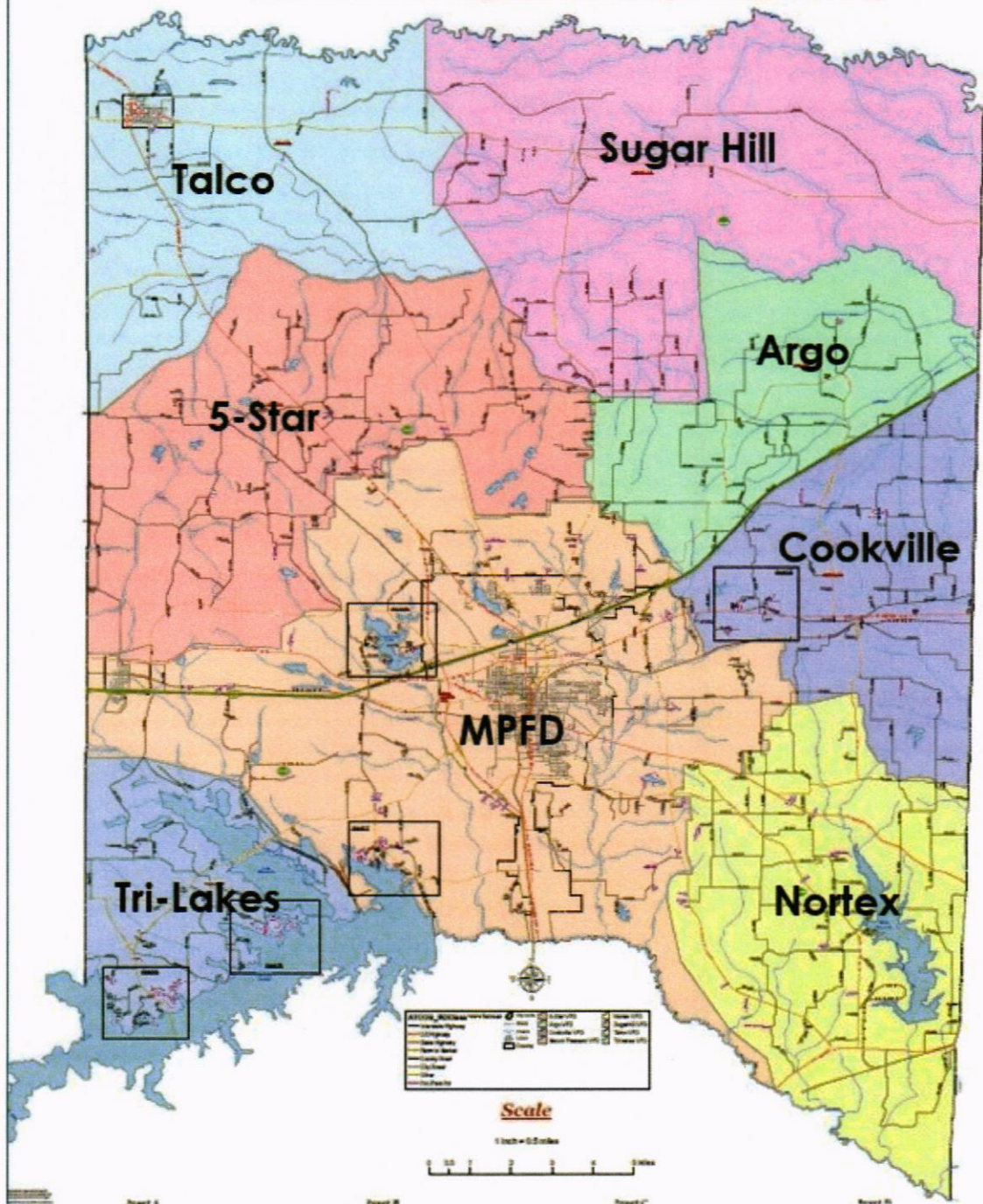
**EXHIBIT A**

Approved in Titus County Commissioner's Court  
on November 14, 2022.



Joan Newman  
Titus County Clerk  
Titus County, Texas





**Appendix A:**  
**Incident Type Codes with Instructions from**  
**The NFIRS Complete Reference Guide (CRG)**

- For incidents involving fire and hazardous materials or fire and EMS, use the fire codes. Always use the lowest numbered series that applies to the incident. You will have an opportunity to describe multiple actions taken later in the report.
- For vehicle fires on a structure, use the mobile property fire codes (130–138) unless the structure became involved.
- For fires in buildings that are confined to noncombustible containers, use codes 113–118 of the structure fire codes when there is no flame damage beyond the noncombustible container.

**Example**

Fire in food on the stove that was confined to the pot (113).

C	Incident Type★
113	Food on the stove
Incident Type	

Table A1. Data Dictionary and Coding Instructions for Incident Type			
Code #	NFIRS Data Dictionary Text	Incident Types with Further Instructions in the Complete Reference Guide	Sub-Group Title
		<b>Fire. Includes fires out on arrival and gas vapor explosions (with extremely rapid combustion)</b>	
100	Fire, other	100 Other fire type	10 Fire, other
111	Building fire	111 Building fire. Excludes the confined fires in codes (113–118).	11 Structure fire
112	Fires in structure other than in a building	112 Fires in structures other than in a building. Includes fires on or in fences; tunnels or underground connecting structures; bridges, trestles, or overhead elevated structures; transformers, power or utility vaults or equipment; piers, quays, or pilings; & tents.	11 Structure fire
113	Cooking fire, confined to container	113 Cooking fire involving the contents of a cooking vessel without fire extension beyond the vessel.	11 Structure fire
114	Chimney or flue fire, confined to chimney or flue	114 Chimney or flue fire originating in & confined to a chimney or flue. Excludes fires that extend beyond the chimney (111 or 112)	11 Structure fire

**Appendix A:  
Incident Type Codes with Instructions from  
The NFIRS Complete Reference Guide (CRG)**

<b>Table A1. Data Dictionary and Coding Instructions for Incident Type</b>			
<b>Code #</b>	<b>NFIRS Data Dictionary Text</b>	<b>Incident Types with Further Instructions in the Complete Reference Guide</b>	<b>Sub-Group Title</b>
115	Incinerator overload or malfunction, fire confined	115 Incinerator overload or malfunction, but flames cause no damage outside the incinerator.	11 Structure fire
116	Fuel burner/boiler malfunction, fire confined	116 Fuel burner/boiler, delayed ignition or malfunction, where flames cause no damage outside the fire box.	11 Structure fire
117	Commercial Compactor fire, confined to rubbish	117 Commercial compactor fire, confined to contents of compactor. Excludes home trash compactors.	11 Structure fire
118	Trash or rubbish fire, contained	118 Trash or rubbish fire in a structure, with no flame damage to structure or its contents.	11 Structure fire
120	Fire in mobile prop. used as a fixed structure, other	120 Other fire in mobile property used as a fixed structure	12 Fire in mobile property used as a fixed structure
121	Fire in mobile home used as fixed residence	121 Fire in mobile home used as a fixed residence. Includes mobile homes when not in transit & used as a structure for residential purposes; & manufactured homes built on a permanent chassis.	12 Fire in mobile property used as a fixed structure
122	Fire in motor home, camper, recreational vehicle	122 Fire in a motor home, camper, or recreational vehicle when used as a structure. Includes motor homes when not in transit & used as a structure for residential purposes.	12 Fire in mobile property used as a fixed structure
123	Fire in portable building, fixed location	123 Fire in a portable building, when used at a fixed location. Includes portable buildings used for commerce, industry, or education & trailers used for commercial purposes.	12 Fire in mobile property used as a fixed structure
130	Mobile property (vehicle) fire, other	130 Other mobile property (vehicle) fire	13 Mobile property (vehicle) fire
131	Passenger vehicle fire	131 Passenger vehicle fire. Includes any motorized passenger vehicle, other than a motor home (136) (e.g., pickup trucks, sport utility vehicles, buses).	13 Mobile property (vehicle) fire
132	Road freight or transport vehicle fire	132 Road freight or transport vehicle fire. Includes commercial freight hauling vehicles & contractor vans or trucks. Examples are moving trucks, plumber vans, & delivery trucks.	13 Mobile property (vehicle) fire
133	Rail vehicle fire	133 Rail vehicle fire. Includes all rail cars, including intermodal containers & passenger cars that are mounted on a rail car.	13 Mobile property (vehicle) fire
134	Water vehicle fire	134 Water vehicle fire. Includes boats, barges, hovercraft, & all other vehicles designed for navigation on water.	13 Mobile property (vehicle) fire
135	Aircraft fire	135 Aircraft fire. Includes fires originating in or on an aircraft, regardless of use.	13 Mobile property (vehicle) fire

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**The NFIRS Complete Reference Guide (CRG)**

Table A1. Data Dictionary and Coding Instructions for Incident Type			
Code #	NFIRS Data Dictionary Text	Incident Types with Further Instructions in the Complete Reference Guide	Sub-Group Title
136	Self-propelled motor home or recreational vehicle	136 Self-propelled motor home or recreational vehicle. Includes only self-propelled motor homes or recreational vehicles when being used in a transport mode. Excludes those used for normal residential use (122).	13 Mobile property (vehicle) fire
137	Camper or recreational vehicle (RV) fire	137 Camper or recreational vehicle (RV) fire, not self-propelled. Includes trailers. Excludes RVs on blocks or used regularly as a fixed building (122) & the vehicle towing the camper or RV or the campers mounted on pickups (131).	13 Mobile property (vehicle) fire
138	Off-road vehicle or heavy equipment fire	138 Off-road vehicle or heavy equipment fire. Includes dirt bikes, specialty off-road vehicles, earth-moving equipment (bulldozers), & farm equipment.	13 Mobile property (vehicle) fire
140	Natural vegetation fire, other	140 Other natural vegetation fire	14 Natural vegetation fire
141	Forest, woods or wildland fire	141 Forest, woods, or wildland fire. Includes fires involving vegetative fuels, other than prescribed fire burns (632) that occur in an area in which development is essentially nonexistent, except for roads, railroads, power lines & the like. Also includes forests managed for lumber production & fires involving elevated fuels such as tree branches & crowns. Excludes areas in cultivation for agricultural purposes such as tree farms or crops (17x series).	14 Natural vegetation fire
142	Brush or brush-and-grass mixture fire	142 Brush or brush-and-grass mixture fire. Includes ground fuels lying on or immediately above the ground such as duff, roots, dead leaves, fine dead wood, & downed logs.	14 Natural vegetation fire
143	Grass fire	143 Grass fire. Includes fire confined to area characterized by grass ground cover, with little or no involvement of other ground fuels; otherwise, see 142.	14 Natural vegetation fire
150	Outside rubbish fire, other	150 Other outside rubbish fire	15 Outside rubbish fire
151	Outside rubbish, trash or waste fire	151 Outside rubbish, trash, or waste fire not included in 152–155. Excludes outside rubbish fires in a container or receptacle (154).	15 Outside rubbish fire
152	Garbage dump or sanitary landfill fire	152 Garbage dump or sanitary landfill fire	15 Outside rubbish fire
153	Construction or demolition landfill fire	153 Construction or demolition landfill fire	15 Outside rubbish fire

**Appendix A:**  
**Incident Type Codes with Instructions from**  
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<b>Table A1. Data Dictionary and Coding Instructions for Incident Type</b>			
Code #	NFIRS Data Dictionary Text	Incident Types with Further Instructions in the Complete Reference Guide	Sub-Group Title
154	Dumpster or other outside trash receptacle fire	154 Dumpster or other outside trash receptacle fire. Includes waste material from manufacturing or other production processes. Excludes materials that are not rubbish or have salvage value (161 or 162).	15 Outside rubbish fire
155	Outside stationary compactor/compacted trash fire	155 Outside stationary compactor or compacted trash fire. Includes fires where the only material burning is rubbish. Excludes fires where the compactor itself is damaged (162).	15 Outside rubbish fire
160	Special outside fire, other	160 Other special outside fire	16 Special outside fire
161	Outside storage fire	161 Outside storage fire on residential or commercial/industrial property, not rubbish. Includes recyclable materials at drop-off points.	16 Special outside fire
162	Outside equipment fire	162 Outside equipment fire. Includes outside trash compactors, outside HVAC units, & irrigation pumps. Excludes special structures (110 series) & mobile construction equipment (130 series).	16 Special outside fire
163	Outside gas or vapor combustion explosion	163 Outside gas or vapor combustion explosion without sustained fire.	16 Special outside fire
164	Outside mailbox fire	164 Outside mailbox fire. Includes drop-off boxes for delivery services.	16 Special outside fire
170	Cultivated vegetation, crop fire, other	170 Other cultivated vegetation, crop fire	17 Cultivated vegetation, crop fire
171	Cultivated grain or crop fire	171 Cultivated grain or crop fire. Includes fires involving corn, wheat, soybeans, rice, & other plants before harvest.	17 Cultivated vegetation, crop fire
172	Cultivated orchard or vineyard fire	172 Cultivated orchard or vineyard fire	17 Cultivated vegetation, crop fire
173	Cultivated trees or nursery stock fire	173 Cultivated trees or nursery stock fire. Includes fires involving Christmas tree farms & plants under cultivation for transport off-site for ornamental use.	17 Cultivated vegetation, crop fire
		<b>Overpressure Rupture, Explosion, Overheat (No Fire). Excludes steam mistaken for smoke.</b>	
200	Overpressure rupture, explosion, overhear other	200 Other overpressure rupture, explosion, overhear (no fire)	20 Overpressure rupture, explosion, overhear (no fire). Not steam mistaken for smoke (65).

**Appendix A:  
Incident Type Codes with Instructions from  
The NFIRS Complete Reference Guide (CRG)**

<b>Table A1. Data Dictionary and Coding Instructions for Incident Type</b>			
Code #	NFIRS Data Dictionary Text	Incident Types with Further Instructions in the Complete Reference Guide	Sub-Group Title
210	Overpressure rupture from steam, other	210 Other overpressure rupture from steam	20 Overpressure rupture, explosion, overheating (no fire). Not steam mistaken for smoke (65).
211	Overpressure rupture of steam pipe or pipeline	211 Overpressure rupture of steam pipe or pipeline	20 Overpressure rupture, explosion, overheating (no fire). Not steam mistaken for smoke (65).
212	Overpressure rupture of steam boiler	212 Overpressure rupture of steam boiler	20 Overpressure rupture, explosion, overheating (no fire). Not steam mistaken for smoke (65).
213	Steam rupture of pressure or process vessel	213 Overpressure rupture of pressure or process vessel from steam.	20 Overpressure rupture, explosion, overheating (no fire). Not steam mistaken for smoke (65).
220	Overpressure rupture from air or gas, other	220 Other overpressure rupture from air or gas	20 Overpressure rupture, explosion, overheating (no fire). Not steam mistaken for smoke (65).
221	Overpressure rupture of air or gas pipe/pipeline	221 Overpressure rupture of air or gas pipe or pipeline	20 Overpressure rupture, explosion, overheating (no fire). Not steam mistaken for smoke (65).
222	Overpressure rupture of boiler from air or gas	222 Overpressure rupture of boiler from air or gas. Excludes steam-related overpressure ruptures.	20 Overpressure rupture, explosion, overheating (no fire). Not steam mistaken for smoke (65).
223	Air or gas rupture of pressure or process vessel	223 Overpressure rupture of pressure or process vessel from air or gas, not steam.	20 Overpressure rupture, explosion, overheating (no fire). Not steam mistaken for smoke (65).
231	Chemical reaction rupture of process vessel	231 Overpressure rupture of pressure or process vessel from a chemical reaction.	23 Overpressure rupture, chemical reaction - no fire
240	Explosion (no fire), other	240 Other explosion (no fire)	24 Explosion (no fire)
241	Munitions or bomb explosion (no fire)	241 Munitions or bomb explosion (no fire). Includes explosions involving military ordnance, dynamite, nitroglycerin, plastic explosives, propellants, & similar agents with a UN classification 1.1 or 1.3. Includes primary & secondary high explosives.	24 Explosion (no fire)
242	Blasting agent explosion (no fire)	242 Blasting agent explosion (no fire). Includes ammonium nitrate & fuel oil (ANFO) mixtures & explosives with a UN Classification 1.5 (also known as blasting agents).	24 Explosion (no fire)

**Appendix A:  
Incident Type Codes with Instructions from  
The NFIRS Complete Reference Guide (CRG)**

<b>Table A1. Data Dictionary and Coding Instructions for Incident Type</b>			
Code #	NFIRS Data Dictionary Text	Incident Types with Further Instructions in the Complete Reference Guide	Sub-Group Title
243	Fireworks explosion (no fire)	243 Fireworks explosion (no fire). Includes all classes of fireworks.	24 Explosion (no fire)
244	Dust explosion (no fire)	244 Dust explosion (no fire)	24 Explosion (no fire)
251	Excessive heat, scorch burns with no ignition	251 Excessive heat, overheat scorch burns with no ignition. Excludes lightning strikes with no ensuing fire (814).	25 Excessive heat, scorch burns with no ignition
		<b>Rescue and Emergency Medical Service Incident</b>	
300	Rescue, EMS incident, other	300 Other rescue, EMS incident	30 Other rescue, emergency medical (EMS) call
311	Medical assist, assist EMS crew	311 Medical assist. Includes incidents where medical assistance is provided to another group/agency that has primary EMS responsibility. (Example, assisting EMS with moving a heavy patient.)	31 Medical assist
320	Emergency medical service incident, other	320 Other emergency medical service incident	32 Emergency medical service (EMS) incident
321	EMS call, excluding vehicle accident with injury	321 EMS call. Includes calls when the patient refuses treatment. Excludes vehicle accident with injury (322) & pedestrian struck (323).	32 Emergency medical service (EMS) incident
322	Motor vehicle accident with injuries	322 Motor vehicle accident with injuries. Includes collision with other vehicle, fixed objects, or loss of control resulting in leaving the roadway.	32 Emergency medical service (EMS) incident
323	Motor vehicle/pedestrian accident (MV Ped)	323 Motor vehicle/pedestrian accident (MV Ped). Includes any motor vehicle accident involving a pedestrian injury.	32 Emergency medical service (EMS) incident
324	Motor vehicle accident with no injuries.	324 Motor vehicle accident with no injuries	32 Emergency medical service (EMS) incident
331	Lock-in (if lock out , use 511 )	331 Lock-in. Includes opening locked vehicles & gaining entry to locked areas for access by caretakers or rescuers, such as a child locked in a bathroom. Excludes lock-outs (511).	33 Lock-in
340	Search for lost person, other	340 Other search for lost person	34 Search for lost person
341	Search for person on land	341 Search for person on land. Includes lost hikers & children, even where there is an incidental search of local bodies of water, such as a creek or river.	34 Search for lost person

**Appendix A:**  
**Incident Type Codes with Instructions from**  
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<b>Table A1. Data Dictionary and Coding Instructions for Incident Type</b>			
Code #	NFIRS Data Dictionary Text	Incident Types with Further Instructions in the Complete Reference Guide	Sub-Group Title
342	Search for person in water	342 Search for person in water. Includes shoreline searches incidental to a reported drowning call.	34 Search for lost person
343	Search for person underground	343 Search for person underground. Includes caves, mines, tunnels, & the like.	34 Search for lost person
350	Extrication, rescue, other	350 Other extrication, rescue	35 Extrication, rescue
351	Extrication of victim(s) from building/structure	351 Extrication of victim(s) from building or structure, such as a building collapse. Excludes high-angle rescue (356).	35 Extrication, rescue
352	Extrication of victim(s) from vehicle	352 Extrication of victim(s) from vehicle. Includes rescues from vehicles hanging off a bridge or cliff.	35 Extrication, rescue
353	Removal of victim(s) from stalled elevator	353 Removal of victim(s) from stalled elevator	35 Extrication, rescue
354	Trench/below-grade rescue	354 Trench/below grade rescue	35 Extrication, rescue
355	Confined space rescue	355 Confined space rescue. Includes rescues from the interiors of tanks, including areas with potential for hazardous atmospheres such as silos, wells, & tunnels.	35 Extrication, rescue
356	High-angle rescue	356 High-angle rescue. Includes rope rescue & rescues off of structures.	35 Extrication, rescue
357	Extrication of victim(s) from machinery	357 Extrication of victim(s) from machinery. Includes extrication from farm or industrial equipment.	35 Extrication, rescue
360	Water & ice-related rescue, other	360 Other water & ice related rescue	36 Water or ice-related rescue
361	Swimming/recreational water areas rescue	361 Swimming/Recreational water areas rescue. Includes pools & ponds. Excludes ice rescue (362).	36 Water or ice-related rescue
362	Ice rescue	362 Ice rescue. Includes only cases where victim is stranded on ice or has fallen through ice.	36 Water or ice-related rescue
363	Swift water rescue	363 Swift-water rescue. Includes flash flood conditions.	36 Water or ice-related rescue
364	Surf rescue	364 Surf rescue	36 Water or ice-related rescue
365	Watercraft rescue	365 Watercraft rescue. Excludes rescues near the shore & in swimming/recreational areas (361). Includes people falling overboard at a significant distance from land.	36 Water or ice-related rescue
370	Electrical rescue, other	370 Other electrical rescue	37 Electrical rescue
371	Electrocution or potential electrocution	371 Electrocution or potential electrocution. Excludes people trapped by power lines (372).	37 Electrical rescue



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Incident Type Codes with Instructions from  
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<b>Table A1. Data Dictionary and Coding Instructions for Incident Type</b>			
Code #	NFIRS Data Dictionary Text	Incident Types with Further Instructions in the Complete Reference Guide	Sub-Group Title
372	Trapped by power lines	372 Trapped by power lines. Includes people trapped by downed or dangling power lines or other energized electrical equipment.	37 Electrical rescue
381	Rescue or EMS standby	381 Rescue or EMS standby for hazardous conditions. Excludes aircraft standby (462).	38 Rescue or EMS standby
		<b>Hazardous Condition (No Fire)</b>	
400	Hazardous condition, other	400 Hazardous condition (no fire), other.	40 Other hazardous condition
410	Combustible/flammable gas/liquid condition, other	410 Other combustible & flammable gas or liquid spills or leaks.	41 Combustible/flammable spills & leaks
411	Gasoline or other flammable liquid spill	411 Gasoline or other flammable liquid spill (flash point below 100 degrees F at standard temperature & pressure (Class I)).	41 Combustible/flammable spills & leaks
412	Gas leak (natural gas or LPG)	412 Gas leak (natural gas or LPG). Excludes gas odors with no source found (671).	41 Combustible/flammable spills & leaks
413	Oil or other combustible liquid spill	413 Oil or other combustible liquid spill (flash point at or above 100 degrees F at standard temperature & pressure (Class II or III)).	41 Combustible/flammable spills & leaks
420	Toxic condition, other	420 Other toxic chemical condition	42 Chemical release, reaction, or toxic condition
421	Chemical hazard (no spill or leak)	421 Chemical hazard (no spill or leak). Includes the potential for spills or leaks.	42 Chemical release, reaction, or toxic condition
422	Chemical spill or leak	422 Chemical spill or leak. Includes unstable, reactive, explosive material.	42 Chemical release, reaction, or toxic condition
423	Refrigeration leak	423 Refrigeration leak. Includes ammonia.	42 Chemical release, reaction, or toxic condition
424	Carbon monoxide incident	424 Carbon monoxide incident. Excludes incidents with nothing found (736 or 746).	42 Chemical release, reaction, or toxic condition
430	Radioactive condition, other	430 Other radioactive condition	43 Radioactive condition
431	Radiation leak, radioactive material	431 Radiation leak, radioactive material. Includes release of radiation due to breaching of container or other accidental release.	43 Radioactive condition
440	Electrical wiring/equipment problem, other	440 Other electrical wiring/equipment problem	44 Electrical wiring/equipment problem
441	Heat from short circuit (wiring), defective/worn	441 Heat from short circuit (wiring), defective or worn insulation.	44 Electrical wiring/equipment problem
442	Overheated motor	442 Overheated motor or wiring.	44 Electrical wiring/equipment problem

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<b>Table A1. Data Dictionary and Coding Instructions for Incident Type</b>			
Code #	NFIRS Data Dictionary Text	Incident Types with Further Instructions in the Complete Reference Guide	Sub-Group Title
443	Breakdown of light ballast	443 Breakdown of light ballast	44 Electrical wiring/equipment problem
444	Power line down	444 Power line down. Excludes people trapped by downed power lines (372).	44 Electrical wiring/equipment problem
445	Arcing, shorted electrical equipment	445 Arcing, shorted electrical equipment	44 Electrical wiring/equipment problem
451	Biological hazard, confirmed or suspected	451 Biological hazard, confirmed or suspected	45 Biological hazard
460	Accident, potential accident, other	460 Other accident, potential accident	46 Accident, potential accident
461	Building or structure weakened or collapsed	461 Building or structure weakened or collapsed. Excludes incidents where people are trapped (351).	46 Accident, potential accident
462	Aircraft standby	462 Aircraft standby. Includes routine standby for takeoff & landing as well as emergency alerts at airports.	46 Accident, potential accident
463	Vehicle accident, general cleanup	463 Vehicle accident, general cleanup. Includes incidents where FD is dispatched after the accident to clear away debris. Excludes extrication from vehicle (352) & flammable liquid spills (411 or 413).	46 Accident, potential accident
471	Explosive, bomb removal (for bomb scare, use 721)	471 Explosive, bomb removal. Includes disarming, rendering safe, & disposing of bombs or suspected devices. Excludes bomb scare (721).	47 Explosive, bomb removal
480	Attempted burning, illegal action, other	480 Other attempted burning, illegal action	48 Attempted burning, illegal action
481	Attempt to burn	481 Attempt to burn. Includes situations in which incendiary devices fail to function.	48 Attempted burning, illegal action
482	Threat to burn	482 Threat to burn. Includes verbal threats & persons threatening to set themselves on fire. Excludes an attempted burning (481).	48 Attempted burning, illegal action
		<b>Service Call</b>	
500	Service Call, other	500 Other service call	50 Other service call
510	Person in distress, other	510 Other person in distress	51 Person in distress
511	Lock-out	511 Lock-out. Includes efforts to remove keys from locked vehicles. Excludes lock-ins (331).	51 Person in distress
512	Ring or jewelry removal	512 Ring or jewelry removal, without transport to hospital. Excludes persons injured (321).	51 Person in distress
520	Water problem, other	520 Other water problem	52 Water problem

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<b>Table A1. Data Dictionary and Coding Instructions for Incident Type</b>			
Code #	NFIRS Data Dictionary Text	Incident Types with Further Instructions in the Complete Reference Guide	Sub-Group Title
521	Water evacuation	521 Water (not people) evacuation. Includes the removal of water from basements. Excludes water rescues (360 series).	52 Water problem
522	Water or steam leak	522 Water or steam leak. Includes open hydrant. Excludes overpressure ruptures (211).	52 Water problem
531	Smoke or odor removal	531 Smoke or odor removal. Excludes the removal of any hazardous materials.	53 Smoke, odor problem
540	Animal problem, other	540 Other animal problem or rescue	54 Animal problem or rescue
541	Animal problem	541 Animal problem. Includes persons trapped by an animal or an animal on the loose.	54 Animal problem or rescue
542	Animal rescue	542 Animal rescue	54 Animal problem or rescue
550	Public service assistance, other	550 Other public service assistance	55 Public service assistance
551	Assist police or other governmental agency	551 Assist police or other governmental agency. Includes forcible entry & the provision of lighting.	55 Public service assistance
552	Police matter	552 Police matter. Includes incidents where FD is called to a scene that should be handled by the police.	55 Public service assistance
553	Public service	553 Public service. Excludes service to governmental agencies (551 or 552).	55 Public service assistance
554	Assist invalid	554 Assist invalid. Includes incidents where the invalid calls the FD for routine help, such as assisting a person in returning to bed or chair, with no transport or medical treatment given.	55 Public service assistance
555	Defective elevator, no occupants	555 Defective elevator, no occupants	55 Public service assistance
561	Unauthorized burning	561 Unauthorized burning. Includes fires that are under control & not endangering property.	56 Unauthorized burning
571	Cover assignment, standby, move-up	571 Cover assignment, assist other fire agency such as standby at a fire station or move-up.	57 Cover assignment, standby at fire station, move
		<b>Good Intent Call</b>	
600	Good intent call, other	600 Other good intent call (KAK, includes dispatch errors)	60 Good intent call, other
611	Dispatched & canceled enroute	611 Dispatched & canceled enroute. Incident cleared or canceled prior to arrival of the responding unit. If a unit arrives on the scene, fill out the applicable code.	61 Dispatched & canceled enroute

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<b>Table A1. Data Dictionary and Coding Instructions for Incident Type</b>			
<b>Code #</b>	<b>NFIRS Data Dictionary Text</b>	<b>Incident Types with Further Instructions in the Complete Reference Guide</b>	<b>Sub-Group Title</b>
621	Wrong location	621 Wrong location. Excludes malicious false alarms (710 series).	62 Wrong location, no emergency found
622	No incident found on arrival at dispatch address	622 No incident found on arrival at dispatch address	62 Wrong location, no emergency found
631	Authorized controlled burning	631 Authorized controlled burning. Includes fires that are agricultural in nature & managed by the property owner. Excludes unauthorized controlled burning (561) & prescribed fires (632).	63 Controlled burning
632	Prescribed fire	632 Prescribed fire. Includes fires ignited by management actions to meet specific objectives & have a written, approved prescribed fire plan prior to ignition. Excludes authorized controlled burning (631).	63 Controlled burning
641	Vicinity alarm (incident in other location)	641 Vicinity alarm (incident in other location). For use only when an erroneous report is received for a legitimate incident. Includes separate locations reported for an actual fire & multiple boxes pulled for one fire.	64 Vicinity alarm
650	Steam, other gas mistaken for smoke, other	650 Other steam gas mistaken for smoke	65 Steam, other gas mistaken for smoke
651	Smoke scare, odor of smoke	651 Smoke scare, odor of smoke, not steam (652). Excludes gas scares or odors of gas (671).	65 Steam, other gas mistaken for smoke
652	Steam, vapor, fog or dust thought to be smoke	652 Steam, vapor, fog or dust thought to be smoke	65 Steam, other gas mistaken for smoke
653	Smoke from barbecue, tar kettle	653 Smoke from barbecue or tar kettle (no hostile fire).	65 Steam, other gas mistaken for smoke
661	EMS call, party transported by non-fire agency	661 EMS call where injured party has been transported by a non-fire service agency or left the scene prior to arrival.	66 EMS call where party has been transported
671	HazMat release investigation w/no HazMat	671 Hazardous material release investigation with no hazardous condition found. Includes odor of gas with no leak/gas found.	67 Hazmat release investigation w/ no hazmat
672	Biological hazard investigation, none found	672 Biological hazard investigation with no hazardous condition found.	67 Hazmat release investigation w/ no hazmat
		<b>False Alarm and False Alarm Call</b>	
700	False alarm or false call, other	700 Other false alarm or false call	70 False alarm & false call, other
710	Malicious, mischievous false call, other	710 Other malicious, mischievous false alarm	71 Malicious, mischievous false alarm

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Code #	NFIRS Data Dictionary Text	Incident Types with Further Instructions in the Complete Reference Guide	Sub-Group Title
711	Municipal alarm system, malicious false alarm	711 Municipal alarm system, malicious false alarm. Includes alarms transmitted on street fire alarm boxes.	71 Malicious, mischievous false alarm
712	Direct tie to FD, malicious false alarm	712 Direct tie to fire department, malicious false alarm. Includes malicious alarms transmitted via fire alarm system directly tied to the fire department, not via dialed telephone.	71 Malicious, mischievous false alarm
713	Telephone, malicious false alarm	713 Telephone, malicious false alarm. Includes false alarms transmitted via the public telephone network using the local emergency reporting number of the fire department or another emergency service agency.	71 Malicious, mischievous false alarm
714	Central station, malicious false alarm	714 Central station, malicious false alarm. Includes malicious false alarms via a central-station-monitored fire alarm system.	71 Malicious, mischievous false alarm
715	Local alarm system, malicious false alarm	715 Local alarm system, malicious false alarm. Includes malicious false alarms reported via telephone or other means as a result of activation of a local fire alarm system.	71 Malicious, mischievous false alarm
721	Bomb scare - no bomb	721 Bomb scare (no bomb)	72 Bomb scare
730	System malfunction, other	730 Other system or detector malfunction	73 System or detector malfunction
731	Sprinkler activation due to malfunction	731 Sprinkler activated due to the failure or malfunction of the sprinkler system. Includes any failure of sprinkler equipment that leads to sprinkler activation with no fire present. Excludes unintentional operation caused by damage to the sprinkler system (740 series).	73 System or detector malfunction
732	Extinguishing system activation due to malfunction	732 Extinguishing system activation due to malfunction	73 System or detector malfunction
733	Smoke detector activation due to malfunction	733 Smoke detector activation due to malfunction	73 System or detector malfunction
734	Heat detector activation due to malfunction	734 Heat detector activation due to malfunction	73 System or detector malfunction
735	Alarm system sounded due to malfunction	735 Alarm system activation due to malfunction.	73 System or detector malfunction
736	CO detector activation due to malfunction	736 Carbon monoxide detector activation due to malfunction.	73 System or detector malfunction
740	Unintentional transmission of alarm, other	740 Other unintentional transmission of alarm	74 Unintentional system/detector operation-no fire

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Code #	NFIRS Data Dictionary Text	Incident Types with Further Instructions in the Complete Reference Guide	Sub-Group Title
741	Sprinkler activation, no fire - unintentional	741 Sprinkler activation (no fire), unintentional. Includes testing the sprinkler system without fire department notification.	74 Unintentional system/detector operation-no fire
742	Extinguishing system activation	742 Extinguishing system activation. Includes testing the extinguishing system without fire department notification.	74 Unintentional system/detector operation-no fire
743	Smoke detector activation, no fire - unintentional	743 Smoke detector activation (no fire), unintentional. Includes proper system responses to environmental stimuli such as non-hostile smoke.	74 Unintentional system/detector operation-no fire
744	Detector activation, no fire - unintentional	744 Heat detector activation (no fire), unintentional. A result of a proper system response to environmental stimuli such as high heat conditions.	74 Unintentional system/detector operation-no fire
745	Alarm system activation, no fire - unintentional	745 Alarm system activation (no fire), unintentional.	74 Unintentional system/detector operation-no fire
746	Carbon monoxide detector activation, no CO	746 Carbon monoxide detector activation (no carbon monoxide detected). Excludes carbon monoxide detector malfunction.	74 Unintentional system/detector operation-no fire
751	Biological hazard, malicious false report	751 Biological hazard, malicious false report	75 Biohazard scare
		<b>Severe Weather and Natural Disaster</b>	
800	Severe weather or natural disaster, other	800 Other severe weather or natural disaster	80 Severe weather & natural disaster
811	Earthquake assessment	811 Earthquake assessment, no rescue or other service rendered.	80 Severe weather & natural disaster
812	Flood assessment	812 Flood assessment. Excludes water rescue (360 series).	80 Severe weather & natural disaster
813	Wind storm, tornado/hurricane assessment	813 Wind storm. Includes tornado, hurricane, or cyclone assessment. No other service rendered.	80 Severe weather & natural disaster
814	Lightning strike (no fire)	814 Lightning strike (no fire). Includes investigation.	80 Severe weather & natural disaster
815	Severe weather or natural disaster standby	815 Severe weather or natural disaster standby	80 Severe weather & natural disaster
		<b>Special Incident Type</b>	
900	Special type of incident, other	900 Other special type of incident	90 Special incident type
911	Citizen complaint	911 Citizen's complaint. Includes reports of code or ordinance violation.	91 Citizen complaint