

**AGREEMENT BETWEEN**  
**THE CITY OF ALAMEDA AND**  
**THE ALAMEDA COUNTY FIRE DEPARTMENT**  
**REGARDING THE REGIONAL**  
**EMERGENCY COMMUNICATIONS CENTER**  
**AND FIRE DISPATCH SERVICES**

**Date revised: 08/09/2012**

C-2012-176

**AGREEMENT BETWEEN THE CITY OF ALAMEDA AND  
THE ALAMEDA COUNTY FIRE DEPARTMENT  
REGARDING THE REGIONAL EMERGENCY COMMUNICATIONS  
CENTER AND FIRE DISPATCH SERVICES**

THIS AGREEMENT is made and entered into by and between the Alameda County Fire District, a dependent fire district formed under the Fire Protection District Law of 1961 (Health and Safety Code Sections 13801 et seq.) and governed by its Board of Directors, hereinafter referred to as ALAMEDA COUNTY FIRE DEPARTMENT ("ACFD") and the CITY OF ALAMEDA ("City"), a municipal corporation, "Parties" collectively, regarding the Alameda County Regional Emergency Communications Center (solely administered and managed by ACFD).

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

**SECTION 1 -DEFINITIONS AND ACRONYMS.**

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ACFD	"ACFD" means the Alameda County Fire District (also known as the Alameda County Fire Department), or any successor organization or successor governmental entity.
Authorized Representative	"Authorized Representative" means the person authorized by the ACFD or the City to act on behalf of ACFD or City on all issues pertaining to services provided under this Agreement
Board of Directors	"Board of Directors" means the Board of Directors of the Alameda County Fire Department and governing body of the ACFD.
ACRECC	"ACRECC" means Alameda County Regional Emergency Communications Center which is solely administered and managed by ACFD.
City	"City" means the City of Alameda.
City Council	"City Council" means the City Council of the City of Alameda.
City Manager	"City Manager" means the City Manager of the City of Alameda.
Designee	Designee means the person authorized by the Fire Chief or the City Manager to act on their behalf in connection with this Agreement.
County	"County" means the County of Alameda.
Fire Chief	"Fire Chief" means the chief executive officer of the ACFD.

Fiscal Year	"Fiscal Year" means the annual period commencing on July 1 and ending June 30.
Dispatch specific terminology	Dispatch specific terminology used in this Agreement shall be used in a manner consistent with the definitions published by the National Fire Protection Association (NFPA) as it may exist from time to time.

## **SECTION 2 – TERM**

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This Agreement is for the provision of emergency fire and medical dispatch services for a five year period, commencing, July 1, 2012, and continuing through June 30, 2017, unless earlier terminated in accordance with the provisions of section 10 of this Agreement. The Agreement may be extended for an additional five (5) year period, upon mutual written agreement between CITY and ACFD.

## **SECTION 3 – SCOPE OF SERVICES**

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ACFD utilizing the ACRECC shall provide to City and be fully responsible for the following services.

### **3.1 Dispatch General Service Criteria and Guidelines**

- 3.1.1 ACFD utilizing the ACRECC shall provide all dispatch services identified below to all areas within the incorporated limits of the City and areas outside the City when City is providing mutual aid in areas covered by ACFD.
- 3.1.2 ACFD shall operate the ACRECC dispatch center in accordance with all applicable laws and National Fire Protection Association® (NFPA) Codes and Standards. ACFD shall also consider nationally recognized standards of best practices established by professional associations (e.g.: Association of Public-Safety Communications Officials, and National Emergency Number Association), and recommendations of the ACRECC Advisory Board
- 3.1.3 ACFD shall maintain continuous accreditation as an Accredited Center of Excellence (ACE) by the National Academies of Emergency Dispatch (NAED®).
- 3.1.4 ACFD shall utilize appropriate radio systems for dispatch communications at ACRECC.
- 3.1.5 ACFD utilizing the ACRECC shall receive and respond twenty-four hours a day all 911 calls for fire, rescue, hazardous materials and emergency medical calls, etc. for the CITY.
- 3.1.6 ACFD utilizing the ACRECC shall monitor and reply twenty four hours a day all emergency radio traffic from the City. This includes the recall of off duty personnel, making notifications to Command Staff, calling for mutual aid

assistance, notifying utility companies, and notifying other public safety agencies, and other notifications as required in CITY fire department policies and procedures. ACRECC staff shall take direction from CITY designated fire Command Staff

- 3.1.7 ACFD utilizing the ACRECC shall monitor and reply to all non-emergency radio traffic from the CITY twenty four hours a day. This shall include companies in service for work details and training and companies in and out of service status.
- 3.1.8 ACFD utilizing the ACRECC will provide a high level of customer service to the City in accordance with the City's customer service philosophies.
- 3.1.9 ACFD utilizing the ACRECC will provide agreed upon dispatch services in accordance with current CITY fire department policies and procedures on record with ACRECC as amended from time to time.

## 3.2 Fire Dispatch

During the term of this Agreement:

- 3.2.1 For fire dispatch, ACFD through ACRECC will operate and maintain a Computer-Aided Dispatch (CAD) system that is capable of:
  - 3.2.1.1 Tracking the status of all City resources.
  - 3.2.1.2 Entering locations of incidents by street address, intersection, common place name, or latitude/longitude coordinates.
  - 3.2.1.3 Alerting fire stations of new incidents by voice, printed message, page, and radio announcement.
  - 3.2.1.4 Entering in pertinent information related to active incidents.
  - 3.2.1.5 Ensuring that all systems and electronic interfaces are maintained and working.
- 3.2.2 ACFD utilizing the ACRECC will utilize the following radio systems for unit-to-dispatch communications:
  - 3.2.2.1 Alameda County 800 MHz Trunked Radio System
  - 3.2.2.2 Lawrence Livermore Laboratory 400 MHz Trunked Radio System  
VHF Mutual Aid frequencies
- 3.2.3 Fire and other non-medical emergencies shall be answered within 10 Seconds 90% of the time and dispatched within 60 seconds 90% of the time in accordance

with the agreed upon standard of cover and fire department policies and procedures on record with ACRECC.

### 3.3 Emergency Medical Dispatch

ACFD through ACRECC shall provide Emergency Medical Dispatch (EMD) Service, in accordance with Medical Priority Dispatch System ("MPDS®") standards, twenty-four hours a day.

#### 3.3.1 For EMD dispatch, ACFD through ACRECC shall operate and maintain a Computer-Aided Dispatch (CAD) system capable of:

3.3.1.1 Tracking the status of all fire agency resources

3.3.1.2 Entering locations of incidents by street address, intersection, common place name, or latitude/longitude coordinates

3.3.1.3 Alerting fire stations of new incidents by voice, printed message, radio announcement, and/or page.

3.3.1.4 Entering pertinent information related to active incidents

3.3.1.5 Ensuring that all systems and electronic interfaces are maintained and working

3.3.1.6 Tracking all dropped calls by time elapsed before the call was dropped.

3.3.1.7 Tracking all calls placed on hold, including the amount of time the caller is kept on hold.

3.3.1.8 Tracking calls for which First Responder Advanced Life Support (FRALS) and/or ambulances are sent to an incorrect location including cause if known and if call results in a late response.

#### 3.3.2 ACFD shall adhere to the following the National Academies of Emergency Dispatch (NAED®) standards:

3.3.2.1 Every 9-1-1 call for medical assistance received by ACRECC will receive the appropriate EMD in accordance with NAED® and MPDS® standards.

3.3.2.2 All dispatchers shall be certified in EMD by the NAED® before he/she completes the initial training program and shall maintain certification for the duration of his/her employment. If a dispatcher certification expires, that dispatcher may not perform the duties of an EMD until the certification has been renewed.

- 3.3.2.3 Pre-Arrival Instructions (PAIs) shall be given to the caller based on the outcome of the EMD protocol.
- 3.3.2.4 Patient updates, including updates to MPDS® determinants, shall be given to all County contracted ambulance providers responding to the scene.
- 3.3.2.5 FRALS units responding via ACRECC dispatch shall receive patient updates on the designated FRALS channel(s). FRALS units not responding via ACRECC dispatch may receive updates on the ACRECC designated channel.
- 3.3.3 ACFD shall operate and maintain 9-1-1 telephony equipment in accordance with all State, Federal, and industry standard guidelines.
  - 3.3.3.1 Emergency Medical 9-1-1 calls shall be answered in 10 seconds or less 90% of the time. Calls placed on hold and not re-answered within the initial 10 second limit shall not be considered compliant. Exception: Should the workload of the dispatch center require it, the EMD shall apply the “emergency rule” and temporarily suspend the provision of PAIs.
  - 3.3.3.2 Emergency medical 9-1-1 calls shall be processed from time the location is verified until the recommended units are notified in 60 seconds or less 90% of the time. Exception One: A call requiring the use of translation services. Exception Two: Should the workload of the dispatch center require it, the EMD shall apply the “emergency rule” and temporarily suspend the provision of PAIs.

#### **SECTION 4 – QUALITY IMPROVEMENT**

- 4.1 ACFD shall use ProQA® | AQUA™ software, or other software agreed upon in writing by the Parties, to perform regular Quality Assurance / Quality Improvement review in accordance with NAED® standards.

#### **SECTION 5 – REQUIRED REPORTS AND ANCILLARY SERVICES**

- 5.1 ACFD shall submit monthly reports to CITY on the following:
  - 5.1.1 QI Summary Report – Includes total number of medical calls and Communication Center Protocol Compliance Report (Exhibit A).
  - 5.1.2 Calls by Event Type – Includes total number of dispatched calls utilizing the
  - 5.1.3 EMD/ProQA system (Exhibit B).
  - 5.1.4 Determination Drift Report (see Exhibit C).

- 5.1.5 Total Calls Dispatched by Responding Agency (Exhibit D).
- 5.1.6 Dispatch Time Analysis (Exhibit E).
- 5.1.7 Dispatch compliance with call-taking and dispatching goals in this Agreement.
- 5.2 ACFD shall inform the CITY designated fire Command Staff of any and all substantial complaints regarding the provision of services under this agreement by ACFD utilizing ACRECC through submission of an Unusual Occurrence Report to CITY designated fire Command Staff within ten (10) business days of receipt of a complaint.
- 5.3 ACFD shall reasonably accommodate requests for service from the CITY designated fire Command Staff. Requests for service which are not included within the scope of this Agreement shall be provided by ACRECC subject to mutual agreement by Fire Chief and City Manager or designee.

## **SECTION 6 – FACILITY LOCATION/ PERSONNEL REQUIREMENTS**

- 6.1 The ACRECC dispatch center is located within the Lawrence Livermore National Laboratory and may be relocated as approved by the ACFD after consultation with the ACRECC Advisory Board.
- 6.2 ACFD shall ensure all Emergency Medical Dispatchers maintain continuous certification in Advanced Emergency Medical Dispatch by the NAED®.
- 6.3 ACFD shall ensure all Emergency Medical Dispatchers provide medical dispatch services utilizing the MPDS®.
- 6.4 ACFD shall provide Emergency Medical Dispatchers training in the use of ProQA® dispatch software.
- 6.5 All individuals employed at ACRECC are employees of ACFD. CITY shall not be liable for the payment of any salary, wages, benefits or other compensation to ACFD's personnel performing services hereunder. ACFD shall be responsible for wages, worker's compensation and other benefits.
- 6.6 ACFD at the time of entering into this Agreement has 38.5 employees working for ACRECC: 1 dispatch manager, 4 shift supervisors, 30 dispatchers, 1 systems administrator, 0.5 FTE administrative clerk, 1 quality assurance manager, and 1GIS specialist. In the absence of dispatch supervisors, qualified and trained personnel, meeting all requirements of this Agreement, working "out-of-class" (acting) will be used. ACFD shall consult with CITY designated fire Command Staff if it intends to change ACRECC staffing.

## **SECTION 7 – ADMINISTRATION**

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### **7.1     Liaison from ACFD to CITY**

7.1.1 The Fire Chief and City Manager are authorized representatives of ACFD and City respectively for purposes of administration of this Agreement. The Fire Chief, or designee, and City Manager, or designee, shall meet as needed to discuss issues pertaining to:

7.1.2.1 Budget

7.1.2.2 Operational issues, including changes to service delivery

7.1.2.3 Technical issues related to information technology and system components; and

7.1.2.4 Dispatch operational issues related to field unit reporting and system status management

### **7.2     Records**

7.2.1 ACFD shall provide to CITY all financial and other records reasonably requested by the City Manager or designee related to this Agreement and operation of the ACRECC by ACFD. Records shall be in a form sufficient to enable CITY to meet its reporting obligations.

7.2.2 It is understood by CITY and ACFD that the ACFD will continue the current practice of a yearly independent audit of ACFD's financial performance. ACFD shall ensure to provide such audit reports to the City Manager or designee within thirty (30) calendar days of publication.

## **SECTION 8 – ACRECC ADVISORY BOARD AND OTHER REQUIRED COMMITTEES**

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### **8.1     The purpose of the ACRECC Advisory Board shall be to:**

8.1.1 Develop and/or review of the ACRECC Strategic Plan and Annual Plan and Budget to include expenses, capital replacement and reserve designations.

8.1.2 Identify opportunities for improvement of services based on best practices.

8.1.3 Establish and adhere to the Advisory Board By-Laws (see Exhibit F), as amended by the Advisory Board from time to time.

8.1.4 Participate in the development review and adoption of the ACRECC budget.



- 8.1.5. Notwithstanding any other provision in this agreement, the ACRECC Advisory Board is not a separate legal entity, and its sole purpose is to advise ACFD in connection with the ACRECC.
- 8.1.6. The guidelines for the operation of ACRECC are OAGs 39.000 through 39.999 attached as Exhibit G to this Agreement. The parties recognize that the OAG's may be amended from time to time and in such case shall replace the OAG's set forth in Exhibit G without further amendment to this Agreement.
- 8.2 CITY shall be entitled to one representative on the ACRECC Advisory Board.
- 8.3 ACFD shall utilize quality improvement structures as described in the MPDS®.
  - 8.3.1 Steering Committee:
    - 8.3.1.1 The City Manager or designee shall attend the Steering Committee.
    - 8.3.1.2 The Steering Committee must meet at least twice yearly.
  - 8.3.2 QI team - Internal QI review between EMD manager and EMD-Q's.
  - 8.3.3 Dispatch Review Committee - ACFD shall attend meetings every other month with compliance and quality managers from other dispatch centers within the County to discuss personnel inter-rater reliability and other issues as appropriate.
  - 8.3.4 ACFD shall create other committees as appropriate or required.

## **SECTION 9 – BREACH OF CONTRACT**

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### **9.1 Material Breach by ACFD**

- 9.1.1 Acts or omissions that shall constitute a material breach by ACFD include:
  - 9.1.1.1 Failure to maintain continuous NAED® Accreditation. (see 3.1.3)
  - 9.1.1.2 Failure to meet contract compliance regarding employee certifications.
  - 9.1.1.3 Failure of ACFD to provide services under this Agreement in substantial compliance with the requirements of the terms and conditions of this Agreement, applicable Federal and State, laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach.
  - 9.1.1.4 Falsification of data supplied to CITY during the course of operations, including but not limited to dispatch data, patient report data, response time data, financial data, or falsification of any other data required under

agreement.

9.1.1.5 Failure to maintain equipment in accordance with the requirements of this Agreement.

9.2 Notice and Cure of Material Breach

9.2.1 CITY shall give ACFD written notice, in accordance with Section 15, setting forth with reasonable specificity the nature of a material breach.

9.2.2 ACFD shall have the right to cure the material breach within ten (10) business days of receipt of notice. Within five (5) business days of receipt of a material breach notice, ACFD shall deliver to CITY, in writing, a plan of action to cure the material breach or its reasons for disputing CITY's claim of a material breach.

9.2.3 If the material breach, by its nature, cannot reasonably be cured within ten (10) business days, ACFD may request additional days to complete the cure of the breach. Such a request by ACFD shall not be unreasonably denied by CITY.

9.3 CITY Remedies

9.3.1 CITY shall have the right to terminate this Agreement in addition to any other legal remedy in the event of a material breach that is not cured within ten (10) business days or additional time granted by CITY.

9.3.2 CITY's remedies for any breach are non-cumulative and in addition to any other remedy available to CITY under this Agreement.

9.4 Material Breach by CITY and ACFD Remedies

9.4.1 ACFD shall give CITY written notice, pursuant to Section 15, setting forth with reasonable specificity the nature of a material breach.

9.4.2 Acts or omissions that shall constitute a material breach by CITY include the failure to make timely payment of undisputed amounts under the terms of this Agreement or uncured violations of any other material provision in this Agreement. Within five (5) business days of receipt of a material breach notice, City shall deliver to ACFD, in writing, a plan of action to cure the material breach or its reasons for disputing CITY's claim of a material breach.

9.4.3 CITY shall have the right to cure the material breach within ten (10) business days of receipt of notice. If the material breach, by its nature, cannot reasonably be cured within ten (10) business days, CITY may request additional days to complete the cure of the breach. Such a request by CITY shall not be unreasonably denied by ACFD.

9.4.4 ACFD shall have the right to terminate this Agreement in addition to any other legal remedy in the event of a material breach that is not cured within ten (10) business days or additional time granted by ACFD.

9.4.5 ACFD's remedies for any breach are non-cumulative and in addition to any other remedy available to ACFD under this Agreement.

## **SECTION 10 – ADMINISTRATIVE PROVISIONS**

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### **10.1 Continuous Service Delivery**

ACFD agrees that there is a public health and safety obligation to assist CITY in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if ACFD disagrees with the alleged determination of material breach. Accordingly, ACFD will continue to provide services under this Agreement during any dispute resolution process. Additionally, in the event the Agreement terminated for any reason, ACFD shall cooperate with CITY in its transition to a new service provider.

### **10.2 Dispute Resolution**

10.2.1 In the event that either party disputes any provision or interpretation of or performance under this Agreement or contends there has been a material breach of the Agreement, the parties shall meet to attempt to resolve the dispute. Disputes not resolved at the City Manager and Fire Chief (or his/her designee) level may be escalated by giving written notice to the other party of the need to proceed with mediation. It is the Parties' intention to avoid the cost of litigation and to resolve any issues that may arise amicably if possible.

10.2.2 Within ten (10) business days from the effective date, pursuant to Section 15, of written notice from one party to the other indicating that a dispute is to be mediated, the parties shall mutually select one person who shall mediate the dispute. The parties should select a qualified professional with expertise in the subject matter of the dispute. If the parties are unable to mutually agree upon a mediator within fourteen (14) business days following the notice, the parties shall each designate one person as a mediator within twenty (20) business days following the notice

10.2.3 These two designated mediators shall mutually select a third mediator (also a qualified professional with expertise in the subject of the dispute) within twenty (20) business days of the notice. The one selected mediator shall mediate the dispute. The mediation shall be completed within thirty (30) business days of the appointment of the mediator. The mediation shall be conducted in accordance with the discretion of the mediator. However, if the mediator is unable to resolve the dispute within thirty (30) business days and the parties do not agree to an extension of time, the mediator shall submit specific and written recommendations for full resolution of the dispute within ten (10) business days

thereafter. The parties shall consider the written recommendations of the mediator.

10.2.4 The fees and expenses of the one selected mediator shall be divided equally between the Parties. The above deadlines shall be enforced unless extensions are mutually agreed upon or granted to either party by the mediator for good cause shown.

### 10.3 Termination

10.3.1 This Agreement may be terminated early upon mutual agreement of the parties.

10.3.2 Notwithstanding section 10.3.1, this Agreement may be terminated early upon twelve months advance written notice to the ACFD from the CITY.

### 10.5 Termination for Cause

If either party fails to cure any material breach, following notice and opportunity to cure, either party, upon written notice to the other, may terminate this Agreement for cause. The termination shall be effective not less than 90 days from the date of the notice or such longer time as determined by the CITY.

10.6 Termination for Non-Allocation of Funds The terms of this Agreement and the services to be provided and paid for under this Agreement, are contingent upon the appropriation of funds by the governing bodies of the respective parties in each fiscal year. Should sufficient funds not be allocated: (1) the services provided may be modified upon the parties mutual written agreement; or (2) this Agreement may be terminated upon twelve months advance written notice by City to ACFD.

## **SECTION 11 - COST OF SERVICES.**

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### 11.1 Operating Budget

11.1.1 For purposes of budgeting for the cost of services to be provided hereunder the Fire Chief shall prepare and submit a budget for the succeeding one or two fiscal years to the City Manager in accordance with the City's budget instructions and required deadlines.

11.1.2 Prior to April 1 of each contract year ACFD shall provide City with an estimate of the cost for services in the next contract year. The estimate shall be based on the City's proportion of the total the number of dispatch events in the previous fiscal year (July 1 to June 30) multiplied by the ACRECC total operating costs minus the revenue paid to ACRECC from the Alameda County EMS Agency and Paramedics Plus for services provided on their behalf.

11.1.3 The cost of services is directly based on the total number of calls dispatched by ACRECC and total numbers of calls dispatched for the City annually.

## 11.2 Monitor Indirect Charges

11.2.1 ACFD will evaluate the appropriateness of the County's indirect charges and, where necessary consult, on behalf of all entities contracting with ACFD/ACRECC, with the County regarding indirect charges. .

## 11.3 Capital Requirements

11.3.1 The Fire Chief will make capital improvement project recommendations to ACRECC Advisory Board during annual budget process. ACRECC annual capital improvement project fund contribution amount will be based on the fixed asset replacement schedule prepared by ACFD.

## 11.4 Management of Budget.

11.4.1 In accordance with the expenditures authorized by the ACRECC budget, the Fire Chief shall be responsible for managing the ACRECC budget to keep dispatch expenditures within the amount budgeted. If during the year, the Fire Chief believes that the approved ACRECC budget is insufficient in any respect to insure the provision of service at the service levels required by this Agreement, he shall immediately inform the ACRECC Advisory Board in writing specifying the budgetary deficiency.

An annual budget shall be presented by the Fire Chief to the City Manager prior to April 1 and shall be adopted no later than June 1 of each year. At the discretion of the Fire Chief a multi-year budget may be adopted, thereby eliminating the requirements of annual presentation and adoption during the term of such multi-year budget.

The Fire Chief shall be responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with all provisions of law relating to the subject, particularly section 6505 of the California Government Code. All of the funds shall be strictly accounted for.

The Fire Chief or his designee shall receive and disburse funds only in accordance with the procedures established by the County of Alameda and in conformity with applicable law. The Fire Chief or his designee shall have the authority to expend funds which have been approved in the budget.

The Fire Chief shall have the authority to levy a cash assessment upon a determination that it is necessary to meet the ACRECC obligations. All cash assessments shall be determined and payable in accordance with the "Payment of Services" section.

Cost Allocation: The basis of the Center's financial responsibility shall be shared and shall be proportionate to the number of dispatch events annually based on the

previous fiscal year. For the purposes of calculating dispatch events the period of calculation will be from July 1 to June 30 of the previous fiscal year. The City will provide sufficient funds to cover their proportionate share in advance to reimburse ACFD for costs incurred in performance of the work described in this Agreement, and ACFD will have no obligation to perform in the absence of adequate advance funds. ACFD will invoice the City for ninety (90) days in advance on a monthly basis. Payment will be made directly to the ACFD. Upon termination or completion, any excess funds will be refunded by ACFD to the City.

The total costs allocated to the jurisdictions utilizing the cost per call methodology will be the ACRECC total operating costs minus the revenue paid to ACRECC from the Alameda County EMS Agency and Paramedics Plus for services provided on their behalf. This assumed revenue will be in accordance with the Alameda County EMS and Paramedics Plus established contract for service amounts.

## **SECTION 12 – COMPENSATION FOR SERVICES.**

### **12.1 City Payment.**

The City shall pay ACFD the actual cost incurred by ACFD for providing any and all services to be provided to the City under this Agreement which may be more or less than the amount set forth in the annual estimated cost described in section 11 above. Actual cost shall be limited to the elements of operating cost described in section 11 above.

### **12.2 Quarterly Expenditure Report.**

No later than 45 days following the end of each quarter, ACFD shall deliver to the ACRECC Advisory Board report setting forth the actual costs incurred by ACRECC in the performance of dispatch services during the preceding quarter.

### **12.3 Method of Billing and Payment.**

ACFD will invoice the City 90 days in advance, and the City will pay ACFD the undisputed amounts of the invoice within 30 days of receipt of the monthly invoice. Billing disputes shall be subject to the dispute resolution process set forth in Section 10.2.

## **SECTION 13 – INDEMNIFICATION.**

### **13.1 Mutual Indemnification.**

Except as otherwise specifically provided in this Agreement or any attachment hereto, ACFD/ACRECC, shall defend, indemnify, and hold harmless the City, its elected and appointed officials, officers, and employees free and harmless from any and all claims for

damage or injury to persons or property whatsoever kind or nature, including consequential damages, based or asserted upon any act or omission of or purported act of omission of ACFD, their elected or appointed officials, officers or employees in connection with or arising out of the performance by ACFD and its elected or appointed officials, officers and employees of this Agreement and with regard to any alleged illegality or unconstitutionality.

Except as otherwise specifically provided in this Agreement or any attachment hereto, the City shall defend, indemnify, and hold harmless the ACFD/ACRECC, their elected and appointed officials, officers, and employees free and harmless from any and all claims for damage or injury to persons or property whatsoever kind of nature, including consequential damages, based or asserted upon any act or omission of or purported act of omission of City, its elected or appointed officials, officers or employees in connection with or arising out of the performance by City and its elected or appointed officials, officers and employees of this Agreement and with regard to any alleged illegality or unconstitutionality of a City ordinance.

The indemnity obligations of this Section 13 shall survive the expiration or earlier termination of this Agreement.

## **SECTION 14 – INSURANCE.**

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### **14.1 General and Auto Liability.**

ACFD/ACRECC shall maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than \$10 million insuring all liability of County, including ACFD and its authorized representatives arising out of and in connection with the provision of service by ACFD under this Agreement, including the use and/or occupancy of City owned equipment, apparatus, real property and premises.

The City shall be named as an additional insured and the policy shall contain cross liability endorsements. An endorsement shall be provided which states that the County coverage is the primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under this coverage. ACFD, on its own or through the County, may self-insure to these limits of coverage. ACFD shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City. The City reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

The City shall maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than \$10 million insuring all liability of the City and its authorized representatives arising out of and in

connection with the provision of service by City under this Agreement, including the use and/or occupancy of City owned equipment, apparatus, real property and premises.

The ACFD/ACRECC shall be named as an additional insured and the policy shall contain cross liability endorsements. An endorsement shall be provided which states that the City coverage is the primary insurance and that no other insurance affected by the County or ACFD will be called upon to contribute to a loss under this coverage. The City may self-insure to these limits of coverage. The City shall furnish ACFD with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the ACFD. The ACFD reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### **SECTION 15. NOTICES.**

All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

**To: City of Alameda**

Attn: City Manager  
2263 Santa Clara Avenue, Room 320  
Alameda, CA 94501

**To: Alameda County Fire Department**

Attn: Fire Chief  
835 E 14<sup>th</sup> St. Ste 200  
San Leandro, CA 94577

#### **SECTION 16. RELATIONSHIP BETWEEN THE PARTIES.**

ACFD is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or contractors, including any negligent acts or omissions. ACFD is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to ACFD. ACFD is not an officer or employee of City, and shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. ACFD shall be solely responsible for providing to, or on behalf of, its employees all legally required employee compensation and benefits.

#### **SECTION 17. NO THIRD PARTY BENEFICIARIES.**

This Agreement shall not be construed as, or deemed to be, for the benefit of any third party; and no third party shall have any right of action under this Agreement.

#### **SECTION 18. COMPLIANCE WITH LAW.**

ACFD shall comply with all applicable legal requirements including all federal, state, and local



laws in the performance of this Agreement.

#### **SECTION 19. HEADINGS.**

The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

#### **SECTION 20. SEVERABILITY.**

If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

#### **SECTION 21. CHANGES TO AGREEMENT.**

Any changes to the Agreement shall be made mutually in writing by both parties.

#### **SECTION 22. ENTIRE AGREEMENT.**

This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

#### **SECTION 23. GOVERNING LAW.**

The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

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**SIGNATORY**

IN WITNESS WHEREOF, the City, by resolution or ordinance duly adopted by its City Council, has approved the execution of this contract by its mayor, and the County, by order of its Board of Supervisors has ratified the execution of this contract by the President of the Board of Directors of the Alameda County Fire Department, this 18<sup>th</sup> day of December, 2012.

Approved as to form and content:

Donna R. Ziegler, County Counsel

By: 

William Fleishhacker, Deputy County Counsel

ATTEST:

Clerk, Board of Supervisors Alameda  
County, California

COUNTY OF ALAMEDA, a political  
subdivision of the State of California, acting  
on behalf of the Alameda County Fire  
District (also known as the Alameda County  
Fire Department)

By: \_\_\_\_\_

By: 

Nate Miley, President

I hereby certify under penalty of perjury that the President of the Board of Directors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on December 18, 2012.

Date: 12/24/12

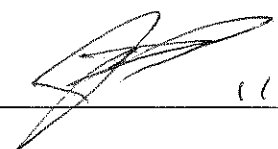
  
Clerk

Board of Supervisors, County of Alameda  
State of California

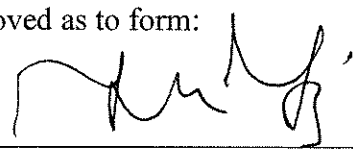
ADOPTED BY:

CITY OF ALAMEDA, a Municipal Corporation

By:   
Alameda City Manager

Date:  11/7/12

Attest:   
Alameda City Clerk

Approved as to form:  
  
Alameda City Attorney  
SI. Assist.