



Alameda County Fire Department

6363 Clark Avenue · Dublin, CA 94568

Tel (925) 833-3473 · (510) 632-3473 · Fax (925) 875-9387

www.acgov.org/fire

AGENDA ___ May 25, 2021

WILLIAM L. McDONALD
Fire Chief

May 11, 2021

SERVING:

City of Dublin

City of Emeryville

City of Newark

City of San Leandro

City of Union City

Lawrence Berkeley
National Laboratory

Lawrence Livermore
National Laboratory

Unincorporated Areas
of Alameda County

Alameda County
Regional Emergency
Communications Center
"Accredited Center
of Excellence"

Honorable Board of Directors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Directors:

**SUBJECT: INTERGOVERNMENTAL SUPPORT AGREEMENT
BETWEEN ALAMEDA COUNTY FIRE DEPARTMENT AND
US ARMY GARRISON FORT HUNTER LIGGETT
REGARDING FIRE DISPATCHING AND ALARM
MAINTENANCE**

RECOMMENDATION:

- A. Approve Intergovernmental Support Agreement between Alameda County Fire Department and US Army Garrison Fort Hunter Liggett (Principal: Charles R. Bell, Colonel, Location: Fort Hunter Liggett) regarding fire dispatching and alarm maintenance, for the term of nine years, 7/1/21-6/30/30, at an annual price of \$121,390 for FY 2021-22, and increasing 3% per year; and
- B. Authorize the Fire Chief to execute the Agreement, subject to review and approval as to form by County Counsel and submit an executed copy of the Agreement to the Clerk of the Board for filing.

SUMMARY/DISCUSSION:

In 2008, Alameda County Fire Department (ACFD) assumed responsibility for the administration and operation of the Alameda County Regional Communications Center (ACRECC). ACRECC provides fire emergency dispatch services for the Alameda County Fire Department, the Alameda County Emergency Medical Services Agency, Camp Parks Reserve Forces Training Area (Camp Parks), the Cities of Alameda, Fremont, Livermore and Pleasanton, as well as the County's ambulance transport provider, Falck.

Honorable Board of Directors

May 11, 2021

Page Two

ACFD's current agreement regarding fire dispatching and alarm maintenance services with Camp Parks was entered into in 2015 and will be expiring on June 30, 2021. Over the course of the past year, both ACFD and Camp Parks have been collaborating on a new format of a service agreement that would allow for a longer term, simpler structure, and enhanced collaboration among both agencies.

This collaborative work culminated in a proposed Intergovernmental Support Agreement for the provision of fire dispatching and alarm maintenance services, for a nine-year term, at an annual price of \$121,390 for FY 2021-22, and increasing at 3% per year.

Staff recommends that the Board approve the proposed Intergovernmental Support Agreement between Alameda County Fire Department and US Army Garrison Fort Hunter Liggett regarding fire dispatching and alarm maintenance, and authorize the Fire Chief to execute the Agreement, subject to review and approval by County Counsel.

VISION 2026 GOAL:

The proposed Intergovernmental Support Agreement meets the 10x goal pathway of **Accessible Infrastructure** in support of our shared vision of **Safe and Livable Communities**.

FINANCIAL:

There is no financial impact to the County General Fund, or ACFD, resulting from this Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "William L. McDonald", written over a light blue horizontal line.

William L. McDonald
Fire Chief

**Intergovernmental Support Agreement (IGSA)
between**

U.S. Army Garrison Fort Hunter Liggett

and

Alameda County Fire Department

Regarding

Fire Dispatching & Alarm Maintenance

W81WYN-A602B-20-0002

This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States and Alameda County Fire Department, hereafter referred to as ACFD. This Agreement is entered into pursuant to federal law codified at 10 USC 2679. The statute authorizes the Secretary of the Army to enter into an IGSA on a sole source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to IGSA Agreements Officers which are also referred to as the IGSA Manager or IGSA-M and IGSA Technical Representative or IGSA-TR (hereafter Agreements Officers) to execute agreements on behalf of the United States.

The purpose of this IGSA is to outline the roles and responsibilities of the parties and identify the services to be furnished by the signature authority. The parties undertake this Agreement in order to provide services to Camp Parks Reserve Forces Training Area (PRFTA) and local communities while achieving cost savings for both.

RESPONSIBILITIES OF THE PARTIES:

ACFD shall perform the Fire Department support services as stated in this IGSA, including fire dispatching. Fire dispatching is defined as receiving calls for emergency and non-emergency related to the fire service and then dispatching the required fire units to the location as described in Appendix C Section 2. The term "installation support services" only includes services, supplies, resources, and support typically provided by a government for its own needs.

This is a non-personal services agreement. Each party is responsible for all costs of its personnel including pay, benefits, support and travel. Each party is responsible for supervision or management of its personnel.

The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in ACFD personnel creating or modifying

federal policy, obligating appropriated funds of the United States, or overseeing the work of federal employees. Under no circumstances shall ACFD employees or contractors be deemed federal employees. If ACFD shall provide services through a contract, the contract must be awarded through competitive procedures that are equivalent to federal practices. Employees of the United States may not perform services for or on behalf of the ACFD without the approval of the Agreements Officer.

SUMMARY OF SERVICES AND PRICE:

Service	Quantity	Unit	Unit Price	Total
Locution Fire Station Alert System	12	per month	\$1042.50	\$12,510
Fire Service Dispatch	12	per month	\$9073.34	\$108,880
				\$121,390.00

Pricing for FY 2021 is outlined in the table above. Pricing is established based on the ACFD’s standard budgeting and estimating methodology. For each subsequent year, both parties agree to an annual price increase of 3% for the term of the IGSA. The service definitions are as follows:

Fire Dispatching:

Each of these services are currently provided by ACFD through organic capability. The requirements came from performance work statements in Appendix C. PRFTA FD has had a successful history of service with ACFD and determine their ability to perform the work to the expected performance standards is in accordance with and agreed upon the resulting performance work statements in Appendices.

PRFTA and ACFD will execute this agreement to those standards contained in the appendices and modify them as needed for compliance and as requirements are refined. The requirement owner is the PRFTA Fire Department and this is also where the IGSA-TR comes from. The IGSA-TR will work with ACFD staff as well as the vendors to ensure the requirements are being met and payments are made based upon satisfactorily meeting the conditions outlined in the aforementioned appendix.

Locution Fire Station Alert System maintenance:

Maintain in working order all portion of the system in accordance with manufacture requirements/recommendations.

TERM OF AGREEMENT: The term of this Agreement shall be for nine years from the execution of the Agreement. It may be renewed for successive periods. However, the United States has no authority to obligate beyond the current fiscal year until the appropriation of funds by the Congress. The United States shall only be obligated for additional years of performance upon receipt of such funds, and only upon written

notice by the Agreement Officer of an intent to award the option for additional years of performance. The Agreements Officer shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of then current performance period. The Agreements Officer may condition the renewal upon availability of funds. The Agreements Officer may suspend performance of the renewed period at no additional cost to the United States, until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the Agreements Officer without further liability to the United States. ACFD shall have no obligation to perform any services during a period of such funding unavailability.

PAYMENT: The United States shall execute Payment of the annual contract amount in equal monthly installments prior to the month of service. Payment shall be based for services provided as set forth in this Agreement. ACFD shall not include any State or Local taxes in the price it charges the United States unless approved by the Garrison Commander (GC) in advance. ACFD shall electronically submit invoices or payment requests to the Coordination Representative (CR) and the GC. The GC will not authorize payment unless all billed services have been satisfactorily completed and may reduce the amount(s) billed for unsatisfactory or partial performance, or for other reasons specified in this agreement.

The authority for payment is the 2013 National Defense Authorization Act (NDAA), Section 331, provided authority to the Military Service Secretaries to enter into Public-Public partnerships with local and state governments, called Intergovernmental Support Agreements (IGSAs), for installation support services. This legislation was codified as Title 10 United States Code (USC) 2336. The 2015 NDAA, section 351, further clarified Congressional intent regarding IGSAs, and was codified as 10 USC 2679, "Intergovernmental Support Agreements" (Annex A). The 2018 NDAA expanded the term limit of IGSAs from five years to ten years, further incentivizing partnerships between military installations and local governments for installation support services.

Payment will be made by the CR through the General Fund Enterprise System (GFEBs). Rates may only be adjusted upon 90 days written notice to the CR and the GC. If the CR or his representative disagree, the parties shall discuss the proposed rates, changes in the services, or other modifications to this Agreement. Modifications to prices in the Agreement must be reduced to writing and approved and incorporated into the Agreement by the GC.

Further instructions are noted in Appendix D: FINANCE to this Agreement.

OPEN COMMUNICATIONS AND QUALITY CONTROL: The Parties shall identify and present any issues and concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. The ACFD shall develop a quality control plan and submit it for approval by the Army. After its execution, an initial joint meeting of the Parties will be conducted to discuss the terms of the IGSA. The ACFD shall maintain this quality control plan to ensure all work is completed within the

specified timelines and quality standards specified in the Agreement. The initial meeting shall also discuss orientation of the ACFD and its employees to work areas on the installation as well as a phase-in plan to permit the orderly transition of responsibilities for performance of the services by the ACFD.

INSPECTION OF SERVICES: The ACFD will only tender services and goods in conformance with the IGSA. The Directorate of Public Works, PRFTA, shall appoint a Coordinating Representative (CR) who will be responsible for inspecting all services performed. The ACFD will be notified of the identity of the CR and his alternate, and of any changes. If services are performed outside the installation, the CR shall be granted access to areas where services are performed. The CR shall have the right to inspect and test all services; inspections and tests to be conducted in a manner that will not unduly delay the performance of work.

If the CR determines that services do not conform to the requirements in Agreement, the CR can require the ACFD to perform the services again, in whole or in part, at no additional cost to the government. If the services cannot be corrected by re-performance, the CR may alternately, in his/her sole discretion, re-performance of services or terminate the agreement in part (the service area in question). Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the Agreements Officer.

If the ACFD is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as Acts of God, unusually severe weather, or government activities on the installation which impede the ACFD's performance, the ACFD shall promptly notify the CR.

Should the ACFD fail to perform services or abandons performance, the United States may perform or contract for performance of the services at no cost to the ACFD and may terminate this agreement. Except in an emergency, the United States will not exercise this authority without providing prior notice to the Point of Contact (POC) designated by the ACFD to allow for amicable resolution of issues between the parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the Agreements Officer, the CR may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with the ACFD POC identified in this agreement.

TERMINATION: The IGSA may be terminated by mutual written agreement. Except as otherwise specified in this agreement, either party can unilaterally terminate this IGSA upon 180 days written notice to the POCs designated in this Agreement. An extended period of performance for a minimum of an additional 185 days shall be granted to either party, if requested, to manage the business effects to either party resulting from the termination of this agreement.

SUSPENSION OF AGREEMENT: The United States reserves the right to suspend performance of the agreement or access to the installation in event of emergencies,

mobilizations, national security reasons, or for other reasons outside the control of the United States.

APPLICABLE LAW: The IGSA is subject to the law and regulations of the United States. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

CLAIMS AND DISPUTES: The parties shall use their best efforts to resolve any disagreement or disputes they may have regarding this Agreement. To minimize disputes, the parties will meet periodically, preferably on a monthly basis, to discuss performance and any other issues they may have. The CR shall represent the Government in such meetings.

If the parties are unable to resolve an issue, the CR or the ACFD may submit a claim arising out of the Agreement to the Agreements Officer for a final decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim, and may designate an ACFD representative to discuss the claim and its resolution. The Agreements Officer shall issue a final decision within 90 days of receipt of each claim.

If the ACFD is dissatisfied with the Agreements Officer's decision, it may appeal the matter to the GC and must specify the basis of its disagreement. The GC or his/her designee shall issue a final determination on the matter within 60 days of receipt of the appeal. The final determination shall be reduced to writing and provided to the POCs specified in this agreement. All final determinations that result in the payment of additional funds to the ACFD must be coordinated with the Agreements Officer.

As part of its appeal, the ACFD may request alternate disputes resolution (ADR) to resolve disputes; the Government may agree to use of ADR in its sole discretion. If ADR procedures are employed, the GC shall consider the findings and recommendations of the third party mediator(s) in making his final determination.

NOTICES, POINTS OF CONTACT (POCs), ANNUAL REVIEWS, AND AMENDMENTS TO THE IGSA:

The POCs for issues pertaining to this IGSA are as follows:

For PRFTA, the IGSA-M, IGSA-TR or designated coordination representative.

For ACFD: Fire Chief or designee

Unless otherwise specified, all notices under this Agreement shall be provided to the POCs specified above.

The POCs and a management official at least one level above the POCs as well as the IGSA Agreements Officer shall meet annually to discuss the IGSA, and consider any amendments to the Agreement.

Any party can propose amendments at any time. All amendments must be reduced to writing and incorporated by amendment to Agreement by the Agreements Officer in order to be effective.

DUTY TO PROTECT GOVERNMENT PROPERTY ON THE INSTALLATION: The ACFD shall conduct a visit of the installation with the CR prior to performance to satisfy itself of the general and local conditions existing on the installation to include sites where services will be performed. The ACFD shall take measures to protect and not damage any property of the United States during performance of services. Should the ACFD damage such property, the ACFD may replace the item or restore it to its prior condition at its own cost or reimburse the United States for such costs. If the ACFD does not take measures to replace or restore, the United States reserves the right to sever this agreement.

CONTINUITY OF SERVICES: The ACFD recognizes that the services under this Agreement are vital to the United States and must be continued without interruption, and performed even in the event of a dispute between the parties. Within 180 days of a notice of termination by either party, a transition plan shall be developed and agreed to by and between the Camp Parks RFTA and ACFD. The transition plan shall include specific implementation deadlines, including a contract termination date.

HOLD HARMLESS: Except as otherwise provided in this Agreement, the ACFD shall indemnify and hold the United States harmless against any and all judgments, expenses, liabilities, claims and charges of whatever kind or nature that may arise as a result of the activities of the ACFD or its employees in performance of this Agreement, except for the United States' officers, agents and employees' negligence or wrongful acts or omissions. The United States shall not be responsible for injuries and deaths to the ACFD's employees or employees of its contractors, unless caused by United States' acts, omissions, property, or its officers, agents or employees and compensable pursuant to federal legislation authorizing recovery against the United States.

WAGES AND LABOR LAW PROVISIONS: These provisions apply to the ACFD and any contractor performing services under this IGSA on behalf of the ACFD. The ACFD shall gain no new obligations under federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the ACFD, and complies with all applicable ACFD labor laws and standards. In no event, however, shall any employee be paid at wage rate below the minimum wage established in the Fair Labor Standards Act. The ACFD shall comply with all applicable federal, state and local occupational safety and health requirements and standards. If the ACFD has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the contract, the ACFD shall immediately notify the Agreements Officer. The ACFD shall provide timely updates until the dispute is resolved.

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT: This provision applies to ACFD and its contractors. The ACFD agrees not to discriminate against any

employee based upon race, color, religion, sex, national origin, or sexual orientation, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. ACFD and FHL do not tolerate sexual assault, sexual harassment or trafficking. ACFD shall not engage in age discrimination, and shall comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services.

TRANSFERABILITY: This Agreement is not transferable except with the written authorization of the Agreements Officer.

ACTIONS OF DESIGNEES: Any act described in the IGSA to be performed by an individual or official can be performed of the designee of such individual or official, with the exception of the Agreements Officer.

Signatures and dates of signatures of the parties:

FOR THE UNITED STATES:

FOR THE ALAMEDA
COUNTY FIRE DEPARTMENT:

CHARLES R. BELL
Colonel, Engineer
Commanding

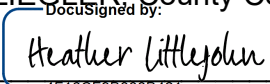
William L McDonald
Fire Chief
ACFD

Date

Date

Approved as to Form:

DONNA R. ZIEGLER, County Counsel

By: 
4F-16CF9B888B421...

Heather Littlejohn
Deputy County Counsel

List all Attachments/Annexes:

APPENDIX A: INSTALLATION SECURITY AND ACCESS REQUIREMENTS

APPENDIX B: GENERAL PROVISIONS

APPENDIX C: PERFORMANCE WORK STATEMENT: FIRE DISPATCH

APPENDIX D: FINANCE

APPENDIX E: DEFINITIONS/ACRONYMS

APPENDIX F: COVERAGE MAP

APPENDIX A: INSTALLATION SECURITY AND ACCESS REQUIREMENTS

INSTALLATION SECURITY AND ACCESS REQUIREMENTS: ACFD personnel working at PRFTA must comply with installation security practices. The ACFD shall provide a list of names and dates of birth of all employees that will be working at PRFTA, to include subcontractors. The designated Army Agreements Officer for this IGSA will complete an IMDR-ES Form 2 (Application for Sponsorship) for all individuals needing access under the contract and submit to <https://home.army.mil/parks/index.php/about/visitor-information> at least 7 days prior to access being needed. Each employee who requires access to PRFTA to perform work under any contract, at any tier, must obtain a DoD identification (ID) credential, temporary pass, or a Defense Biometric Identification System (DBIDS) Access Badge to obtain access to PRFTA.

APPENDIX B: GENERAL PROVISIONS

INSURANCE: The ACFD shall at its own expense provide and maintain during the entire period of this IGSA the following insurance, either through a paid insurance provider or through self-insurance:

- a. General liability insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for all premises and operations. The policy shall include coverage for bodily injury, death and property damage arising out of actions or omissions by the ACFD or its employees or contractors.
- b. Comprehensive vehicular liability insurance in the combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

DUTY TO COOPERATE IN ACCIDENTS AND DAMAGE: The ACFD shall fully cooperate with the United States in investigations involving accidents or damage to property or persons on property under federal control. The ACFD shall timely furnish to the CR reports of investigations it completes regarding such incidents.

MEDICAL CARE IN EMERGENCIES: In the event of a medical emergency involving one of its employees or customers, the ACFD shall arrange for off-post medical transportation and treatment. PRFTA Emergency Services will assist by responding to medical emergencies as dictated by local cooperative agreements with surrounding communities.

ENVIRONMENTAL REQUIREMENTS: The ACFD will follow environmental policies and requirements coordinated with Camp Parks Public Works.

DRUG FREE WORKPLACE ON MILITARY INSTALLATIONS AND FACILITIES: All property under the control of the Department of the Army are drug free areas. Notwithstanding any contrary State or Local law, the ACFD shall notify all individuals performing services on the installation that no controlled substances as specified in the Controlled Substances Act and 21 CFR shall be sold, distributed, used or consumed on the installation. The agreements coordinator may direct the ACFD to bar individuals who violate these laws and policies. Such individuals additionally may be barred from access to the installation by the GC.

ACFD EMPLOYEE REQUIREMENTS: All ACFD and contractor employees shall comply with all installation security, health and safety conditions. Employees who interface with government personnel shall be able to speak and understand English. All employees shall wear identification badges or distinctive clothing which clearly identifies that they are ACFD employees. At the conclusion of the IGSA or whenever an employee no longer performs IGSA services, the ACFD will provide the CR all identification or other credentials furnished by the government.

APPENDIX C: FIRE DISPATCH PERFORMANCE WORK STATEMENT

GENERAL INFORMATION

1. **GENERAL**: This is an inter-governmental support agreement to provide emergency and non-emergency dispatch services for the PRFTA Fire Department which provides emergency and non-emergency services to the United States Army Garrison (USAG), PRFTA, the Federal Correctional Institution Dublin (FCI) and other identified customers (see area in Appendix F). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor (ACFD) who, in turn is responsible to the Government.
 - 1.1. **Description of Services/Introduction**: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform emergency and non-Emergency dispatch services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.
 - 1.2. **Background**: PRFTA is a sub installation of USAG, Fort Hunter Liggett. It is under the command and control of the U.S. Installation Management Command (IMCOM) in San Antonio, TX. PRFTA is located in the city of Dublin, California, South East of Oakland near the intersection of Interstate Highways 580 and 680 approximately 35 miles east of San Francisco. PRFTA has a primary mission of exercising the functions of command, training, security, administration, servicing and supply to all troop units, military activities, and other governmental agencies assigned or attached. PRFTA FD has provided emergency and non-emergency services to PRFTA since 1951. PRFTA FD works very closely with all outside emergency service agencies in the area and continues to solidify those relationships through the use of mutual and automatic aid, joint training and seamless communications capabilities.
2. **Objectives**: Provide emergency dispatching services necessary to PRFTA in the functional areas specified in this PWS. ACFD shall provide the following services at the Alameda County Regional Emergency Communications Center (ACRECC), which it operates and shall meet the following requirements.
 - Receive all emergency and non-emergency calls for service to PRFTA and affiliate customer locations (as shown on map in Appendix F) and shall dispatch the appropriate fire or emergency medical response resources to the incident, twenty-four hours a day, three hundred and sixty-five days per year.

- Monitor and relay twenty-four hours a day all emergency radio traffic from PRFTA FD. This includes the calling for mutual aid assistance, notifying utility companies, and notifying other public safety organizations.
- Monitor and relay all radio traffic related to everyday, non-emergency radio transmissions and requests.
- Provide Emergency Dispatchers that are certified by the National Academy of Emergency Dispatchers and provide Medical Priority Dispatching.
- Provide Emergency Dispatchers that are certified in CPR and trained in Pro QA.
- Have accreditation from National Academy of Emergency Dispatchers.
- Utilize computer aided dispatch and E911 for PRFTA FD emergency responses.
- Alert the PRFTA FD to California Department of Forestry (Cal Fire) declared wildland fire (s) and red flag days.
- Act as the Mutual Aid Coordinator for PRFTA FD Services
- Dispatch calls utilizing ACRECC computer aided dispatch application through the mobile data computer terminals (MDC) located in fire apparatus
- Provide daily situational status reports to PRFTA FD of current emergency events in and around Alameda County.
- Provide Mobile maintenance, repair, installation, and connectivity (Wireless Services) for Mobile Data Computers (MDCs).
- Perform Mapping and GIS data input into CAD system.
- Provide access to ESO software via the EMS tablets.
- Maintain the Locution Fire Station Alert System

3. General Information

3.1. Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which it assures itself that all work complies with the requirement of the contract. The QCP shall be submitted to the KO and COR within thirty (30) days of the contract award. Any changes to the QCP shall be submitted to the KO and COR five (5) working days prior to effective change. After acceptance of the original quality control plan and any proposed changes by the contractor, the contractor shall receive the contracting officer's acceptance and approval in writing.

3.1.1. The QCP at a minimum should include the following items:

- Identify assigned Quality Control Technician (QTC) in charge of overseeing contract.
- Identify how contract funds are being spent (line item).

- Identify how deficiencies in performance of the PWS are identified and tracked.
 - Identify how deficiencies in performance of the PWS are mitigated.
- 3.2. Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).
- 3.3. Holidays: The contractor is required to provide emergency and non-emergency dispatch services 24 hours a day, for the duration of this contract to include, but not limited to the following holiday (s): New Year's Day, Labor Day, Martin Luther King Jr.'s Birthday, Columbus Day, President's Day
- 3.4. Hours of Operation: The contractor is responsible for conducting business 24 hours a day, for the duration of the contract, Monday thru Sunday. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.
- 3.5. Place of Performance: The work to be performed under this contract will be performed at a contractor dispatch facility. The contractor will be responsible for providing, maintaining and operating the contractor dispatch facility. The location of ACRECC is subject to change, at ACFD's discretion. ACFD is responsible for maintaining the same level of service without interruption in the event of a location change.
- 3.6. Security Requirements: Contractor personnel performing work under this contract are not required to have a security clearance.
- 3.7. Security: The contractor shall be responsible for safeguarding all government information and property provided for contractor use.
- 3.8. Special Qualifications: The contractor is responsible for ensuring all contract employees are trained and or certification for the following:
- Current National Academy of Emergency Dispatchers (NAED), Emergency Medical Dispatcher (EMD) certification
 - Current Cardiopulmonary Resuscitation (CPR) certification
- 3.8.1. The contractor is responsible for ensuring that they are capable of providing and utilizing the following dispatch, radio and record keeping systems and or software:
- Intergraph CAD Software

- Vesta E911 System
- Pro QA Software
- D-21 Monaco System
- EBRCS (East Bay Regional Communications System)
- ESO Emergency

CONTRACTOR FURNISHED ITEMS AND SERVICES

4. **General:** The Contractor shall furnish all supplies, equipment, facilities, and services required to perform work under this contract as specified in the PWS.

SPECIFIC TASKS

5. **Basic Services.** The contractor shall provide the following dispatch services:
- Provide radio maintenance, repair and programming on all proprietary communications systems (i.e., the radios owned by PRFTA and are used to connect to EBRCS and ACRECC) which include:
 - Portable radios
 - 700/800 mhg
 - Bendix king vhf
 - Mobile radios
 - Base station radios
 - Ring down radios
 - Provide maintenance, repairs, programming and service for fire station alerting system at PRFTA and all related proprietary systems which include:
 - Location alerting system
 - Ring down back-up alerting system
 - Provide maintenance, repair, installation and connectivity for MDCs (provided by ACRECC to PRFTA) which include:
 - Wireless connectivity
 - Mobile Data Computer hardware and software
 - Perform quarterly mapping and GIS data input into Intergraph CAD system which include the following items located within ACRECC partner agencies' jurisdictions:
 - Water supply system
 - Hydrant locations
 - Gas line/main locations
 - Electrical power station locations
 - Commercial building locations
 - Residential building locations
 - Building pre-fire plans
 - Building site plans

- Provide mobile and portable radio frequency access services to EBRCS system to include coverage of all related usage and service fees.
 - Includes all base station and Ring down radios.
- Provide access and perform inputs to the Sit Stat program.
- Must be able to utilize and operate on all Alameda County emergency and non-emergency radio frequencies.

APPLICABLE PUBLICATIONS

6. The Contractor must abide by all applicable regulations, publications, manuals, local policies and procedures. The following is a list of applicable regulations, publications, manuals and policies:

- NFPA 1061: *Standard for Professional Qualifications for Public Safety Telecommunicator*
- NFPA 1221: *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems*
- DoDI 6055.6: *DoD Fire and Emergency Services (F&ES) Program*
- AR 420-1, Chapter 25, Section III: *Provide Emergency Dispatch Services*

APPENDIX D: FINANCE

CONCEPT:

These services are done as a inter-governmental support agreement, not as a service contract, therefore the parties understand that it is not restricted to the guidelines of the Federal Acquisition Regulation. Therefore, prompt payment is necessary to ensure invoices and electronic fund transfers (EFT) are exchanged in a timely manner. Additionally, the parties understand that the federal Contract Work Hours and Safety Standards Act (CWHSSA) does not apply to this agreement. However, should the federal government determine that CWHSSA does apply, PRFTA and ACFD will collaborate to jointly seek a CWHSSA exemption from the appropriate agency (e.g., Department of Labor). If an exemption is not granted, PRFTA will reimburse ACFD for any additional labor costs associated with CWHSSA compliance for the services subject to this agreement.

The main person at PRFTA for payments is the IGSA-TR for the service because that is the person who verifies services were rendered and meet the terms of this agreement. Once an invoice is received from the IGSA-TR, a SF 1034 (public voucher, description of the services) will be prepared and sent to RMO-Invoices in order to assign a line of accounting (LOA) and initiate a request for payment to the Defense Finance and Accounting Service (DFAS). This will result in an EFT being sent to ACFD on a monthly basis.

KEY ROLES:

ACFD Dispatching Supervisor: Communicate charges with ACFD Finance. Coordinate support provided in accordance with performance work statement (Appendix C).

ACFD Finance: Prepares an invoice based for Directorate of Emergency Services and attaches any charges if available when submitting the invoice to the IGSA-TR. ACFD Finance includes the transaction document (agreement) number (W81WYN-A602B-20-0002), DUNS # 138922906 and Cage # 33BP2 and prepares the transaction in the System for Award Management (SAM).

IGSA-TR (A/Chief Parks FD or A/Chief FHL FD): Prepares the SF 1034 for FHL RM. The SF1034 (Public Voucher) is required for requesting EFT from DFAS to ACFD. Along with the SF 1034, the invoice and any substantiating documents received from ACFD should be attached. Send these in an email to servicing budget analyst and confirm receipt. Responsible for the administrative requirements for the IGSA and reviews of the transaction document, coordinates these with IMCOM and ACFD as necessary in support of the IGSA-M.

IGSA-M: The Director Emergency Services Admin (DES), is the IGSA Manager as the fund manager for these services. He is the supervisory authority over the IGSA-TR, to ensure payments are processed timely and address any issues with service or

operations directly. Responsible for budget formulation and all other tasks related to supervision of payments.

RMO Invoices: Receives the SF 1034 and Invoice from DPW budget Analyst with Line of Accounting/Work Breakdown Structure (LOA/WBS) and processes the payments via Government Federal Enterprise System (GFEBS).

FHL RMO Budget Supervisor: Oversee payments and coordinate with ACFD Finance and DFAS for as necessary.

APPENDIX E: DEFINITIONS/ACRONYMS

Agreements Officers: the IGSA-M or IGSA-TR, see below

COR: Contracting Officer Representative

CR: Coordinating Representative, employee(s) representing the government (DES, FD and RMO personnel involved in IGSA management)

DFAS: Defense Finance and Accounting Service

DPW: Directorate of Public Works

EFT: Electronic Fund Transfers

FAR: Federal Acquisition Regulation, used in preparing service contracts

FHL: Ft. Hunter Liggett

FPCON: Force Protection Condition, determines access procedure to post

GC: Garrison Commander, our signature authority and counterpart to the ACFD Chief.

GFEBs: Government Federal Enterprise System

IGSA: Intergovernmental Support Agreement, a public partnership similar to a contract or support agreement but subject to NDAA and USC authorities, not bound by the FAR or support agreement guidance

IGSA-M: IGSA Manager, this is the Emergency Services Director. Day to day management of the IGSA is the responsibility of the IGSA-TR and CR.

IGSA-TR: IGSA Technical Representative, responsible for day to day operations and management of the IGSA

KO: Contracting Officer

LAB: Local Access Badge, used for frequent access to post

LOA: Line of Accounting, used to account for funds

NDAA: National Defense Authorization Act, provided authority to the Military Service Secretaries to enter into Public-Public partnerships with local and state governments, codified as 10 USC 2679, "Intergovernmental Support Agreements"

OSHA: Occupational Safety and Health Administration

RMO: Resource Management Office (Also RM)

SAMS: System for Awards Management

WBS: Work Breakdown Structure, used to align funds

APPENDIX F: COVERAGE MAP

All area within the outer orange line indicated on the below map is covered under this IGSA. The FCI Dublin area is within the PRFTA response zone.

