



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 4, 2021

WILLIAM L. McDONALD
Fire Chief

April 19, 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: HOLD HARMLESS AGREEMENT BETWEEN ALAMEDA COUNTY FIRE DEPARTMENT AND PARKS RESERVE FORCES TRAINING AREA FOR FIRE SAFETY TRAINING ACTIVITIES

RECOMMENDATION:

- A. Approve Hold Harmless Agreement between the Alameda County Fire Department and Parks Reserve Forces Training Area (Principal: Serena Johnson, LT Colonel, Location: Dublin), for conducting various fire safety training activities at the Parks Reserve Forces Training Area in Dublin, for a ten-year term, effective upon signing of the Agreement, at no cost; and
- B. Authorize the Fire Chief, or designee, 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:

Alameda County Fire Department (ACFD) constantly seeks training opportunities for its field personnel that closely resemble "real fire" scenarios. These training opportunities provide situational awareness and develop new skills that are used on every working fire and rescue operation.

To that end, ACFD has been collaborating with the Parks Reserve Forces Training Area (PRFTA) in Dublin on coordinating joint planning and training fire safety activities with the goal of enhancing both agencies' emergency response capabilities. These proposed activities may include: wildland and structural fire training evolutions, dozer operations, air operations, driving various apparatus types in all terrain situations, as well as emergency medical, technical rescue and hazardous materials training scenarios.

Honorable Board of Directors
April 19, 2021
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Staff recommends approving the Hold Harmless Agreement between the ACFD and Parks Reserve Forces Training Area, for conducting various fire safety training activities in Dublin, for a ten-year term, effective upon signing of the Agreement, at no cost, and authorizing the Fire Chief, or designee, to execute the Agreement.

VISION 2026 GOAL:

The Hold Harmless Agreement between ACFD and Parks Reserve Forces Training Area 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".

William L. McDonald
Fire Chief



DEPARTMENT OF THE ARMY
PARKS RESERVE FORCES TRAINING AREA
BUILDING 620 6TH STREET
DUBLIN, CA 94568-5201

MEMORANDUM OF AGREEMENT
BETWEEN
PARKS RESERVE FORCES TRAINING AREA (PRFTA)
AND
ALAMEDA COUNTY FIRE DEPARTMENT (ACFD)
FOR FIRE SERVICE TRAINING WITHIN RESPECTIVE JURISTCTION AREAS

This is a memorandum of agreement (MOA) between PRFTA and ACFD). When referred to collectively, PRFTA and ACFD are referred to as the "Parties."

1. **BACKGROUND:** The primary objective of this agreement is to establish a non-reimbursable agreement between the Parties for training. Training can be either lecture, manipulative or combination thereof taking place in classroom settings or on site. Training may include ride along (referred to as "right seating") or pre-license/pre-certification learning. Training activities may include but are not limited to:

- a. Driving (all vehicle types and terrain)
- b. Emergency Medical Services
- c. Hazardous Materials
- d. Technical Rescue
- e. Wildland and structural fire training evolutions
- f. Dozer Operations
- g. Air Operations.
- h. Recruit Firefighter Training - Destructive, live structure fire burns, or vegetation/wildland fires, or any combination of these.

2. **AUTHORITIES:** This MOA is based upon the Economy Act.

3. **PURPOSE AND SCOPE:** The purpose and scope of this agreement is to establish the rights and responsibilities of the Parties in the conduct of joint and cooperative training activities.

4. **RESPONSIBILITIES OF THE PARTIES:**

4.1. The Parties agree that –

4.1.1. All equipment used by the PRFTA Fire Department in carrying out this agreement will be owned by the PRFTA Fire Department; all personnel acting for PRFTA Fire Department under this agreement will be an employee of PRFTA. All equipment used by Alameda County Fire Department in carrying out this agreement will be owned by the Alameda County Fire Department; all personnel acting for Alameda

County Fire Department under this agreement will be an employee or volunteer member of Alameda County Fire Department.

4.1.2. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C 2210.

4.1.3. All training will be conducted in accordance with each department's training guidelines, local, state, and federal laws. Training standards are found in the National Fire Protection Association (NFPA) standards.

4.1.4.

The Chief Fire Officer of each party invites and encourages each other's personnel, on a reciprocal basis, to jointly conduct training and educational events and experiences, consistent with each party's security and safety requirements. For example, the parties may arrange to visit each other's facilities or classes, or conduct joint planning inspections or drills.

4.1.5. The technical heads of both Parties are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures or operations shall become effective upon ratification by the signatory parties.

5. PERSONNEL: Each Party is responsible for all costs of its personnel including pay and benefits, support, and travel. Each party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINT OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its' point of contact upon reasonable notice to the other Party.

6.1.1. PRFTA Fire Department

6.1.1.1. Assistant Fire Chief Andrew Allen, 925-875-4901, andrew.m.allen14.civ@mail.mil.

6.1.1.2. Battalion Chief Chris Kuljjs, 925-875-4901 chris.kuljjs.civ@mail.mil.

6.1.1.3. Battalion Chief Logan Rodgers, 925-875-4901 logan.p.rodgers.civ@mail.mil.

6.1.1.4. Address: 520 Mitchell Dr., Dublin CA 94568

6.1.2. ACFD

6.1.2.1. Deputy Chief Jason LeMoine, 510-693-3401,
Jason.Lemoine@acgov.org.

6.1.2.2. Division Chief Derrick Thomas, 925-833-3473,
Derrick.Thomas@acgov.org.

6.1.2.3. Address: 6363 Clark Avenue, Dublin CA, 94568.

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this agreement will be sent to the above-referenced contact information.

6.3. FUNDS AND MANPOWER: This agreement does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

6.4. REVIEW OF AGREEMENT: This agreement will be reviewed on or around the anniversary of its effective date triennially in its entirety.

6.5. MODIFICATION OF AGREEMENT: This agreement may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. DISPUTES: Any disputes relating to the agreement will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.6. TERMINATION OF AGREEMENT: This MOA may be terminated in writing at will by either Party.

6.7. TRANSFERABILITY: This agreement is not transferable except with the written consent of the Parties.

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire understanding between the Parties regarding the agreement's subject matter, thereby merging and superseding all prior agreements by the Parties with respect to such subject matter.

6.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This agreement expires ten years from the date the last party signs.

AGREED:

For ACFD —

For PRFTA —

Signature

WILLIAM MCDONALD, Fire Chief
Alameda County Fire Department

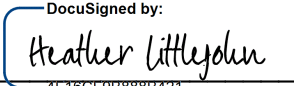
(Date)

Signature

SERENA D. JOHNSON
LT Colonel, U.S. Army
PRFTA Garrison Commander

(Date)

Approved as to Form:

By: 

County Counsel Signature