

COOPERATIVE AGREEMENT

BETWEEN

THE CITY OF EMERYVILLE

AND

ALAMEDA COUNTY FIRE DEPARTMENT

Fire Station Alerting System

This Cooperative Agreement (Agreement) is entered into this ____ day of _____, 2025, by and between the Alameda County Fire Department (“ACFD”), a dependent fire district governed by the Alameda County Board of Supervisors as its Board of Directors and the City of Emeryville, hereinafter referred to as “City,” collectively hereinafter referred to as “Parties,” for the Installation of the Phoenix G2 Station Alerting System by Honeywell (“Alerting System”) at the City’s fire stations, hereinafter referred to as “Project.”

RECITALS

This Agreement is made with reference to the following facts and objectives:

- A. **WHEREAS**, the Parties have entered into an agreement for the provision of fire and emergency services (“Services Contract”), pursuant to which ACFD provides contract fire and emergency response services within the incorporated limits of the City at City cost; and
- B. **WHEREAS**, under the Services Contract, the City provides ACFD the use of City-owned fire stations at no cost to ACFD; and
- C. **WHEREAS**, the Parties wish to enter into this Agreement for the installation of an upgraded fire station alerting system to all City fire stations (the “Project”); and
- D. **WHEREAS**, the Project consists of all aspects of the procurement and installation of the Alerting System, at each City fire station location (see attached list of components broken out by station in Attachment A), including receiving manufacturer certification of the Alerting System; and
- E. **WHEREAS**, the Project involves pulling ethernet cables (with labels) within each of the City’s fire stations (see attached floor plan layout for each station in Attachment B), accompanying electrical work as required by the system manufacturer, installation of the alerting system speakers and lights, wall/ceiling patchwork, and other associated work as needed; and
- F. **WHEREAS**, the Project, including the Project budget, has been reviewed and approved by the City’s representative under the Services Contract; and
- G. **WHEREAS**, the ACFD has entered into a contract for the Project and will provide an ACFD Project Manager to oversee and coordinate the work with the City; and
- H. **WHEREAS**, City provided ACFD with recommendations and direction for the Project; and

I. **WHEREAS**, the Parties have identified efficiencies to be gained from using ACFD's contractor to complete the Project; and

J. **WHEREAS**, the Parties agree that TWO HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED NINETY-NINE DOLLARS AND EIGHTY TWO CENTS (\$217,499.82) (the "Not-to-Exceed Amount") represents the Project cost without contingency, as detailed in Attachment A. The Project covers installation work to be performed at the following City Fire Stations:

Station 34 — 2333 Powell St, Emeryville, CA 94608;

Station 35 — 6303 Hollis St, Emeryville, CA 94608.

The wiring diagrams for the project are detailed in Attachment B; and

K. **WHEREAS**, City will reimburse ACFD for all of the actual costs ACFD incurs for the Project; and

L. **WHEREAS**, the City acknowledges that successful completion of the Project will require City cooperation, including timely responses; and

M. **WHEREAS**, the City Council of the City of Emeryville can authorize the City Manager to enter into Agreements with governmental entities pursuant to the Emeryville Municipal Code.

NOW THEREFORE, THE PARTIES TO THIS AGREEMENT COVENANT AND AGREE AS FOLLOWS:

TERMS

ACFD agrees that it shall:

1. Contract for completion of the Project.
2. Track costs incurred due to the Project ("Costs").
3. Send itemized invoices to the City in a timely manner for the Costs incurred. If Costs are anticipated to exceed the Not-to-Exceed Amount, ACFD will inform the City, and ACFD may place the Project on hold until additional funding is approved by the City. Any costs that result from placing the Project on hold shall be Costs to be borne by the City, however, ACFD shall take reasonable steps to mitigate such costs.

City agrees that it shall:

1. Identify a Project Manager who will coordinate the Project who has sufficient authority to act on behalf of the City with respect to the Project.
2. Provide timely support to ACFD in implementing the recommendations and directions provided by the City for the Project. Such support shall include, but not be limited to:
 - a. Providing and facilitating unobstructed access to each City fire station;
 - b. Coordinating the participation of any needed City staff as required to respond to Project needs;
 - c. Providing review and responses to any requests for information, change orders, or notices within 2 business days or on a mutually-agreeable timeline;
 - d. Participating in meetings, including any walk-throughs, and identifying items needed for project closeout, including any punch list items;
 - e. Securing any required City approvals needed to complete the Project, including, but not limited to, approvals by planning staff, environmental staff, building official, public works director, construction manager, City Council, or City Manager.
3. Reimburse ACFD within forty-five (45) calendar days of receipt of ACFD's invoice for Costs incurred, up to the Not-to-Exceed Amount.
4. If Costs are anticipated to exceed the Not-to-Exceed Amount, seek any needed approval for allocation of additional funding in a timely manner to avoid additional costs and timely complete the Project. If additional funding is not available to complete the project, ACFD may put the Project on hold. City shall be responsible for any costs that result from placing the Project on hold, however, ACFD shall take reasonable steps to mitigate such costs.
5. Upon completion of the Project, assume ownership and responsibility for the components of the Alerting System, including maintenance, provided, however, that the Parties may separately agree that ACFD will maintain the Alerting System, such as through the Services Contract.

LEGAL STATUS OF THIS AGREEMENT

Nothing in this Agreement shall be considered to establish a partnership or any other joint venture between the Parties, or a joint powers agreement under the California Government Code.

NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any causes whatsoever.

NOTICES

Notices regarding proposed changes to this Agreement are to be sent as follows:

TO CITY:

City Hall of Emeryville
1333 Park Avenue
Emeryville, CA 94608
Attn: Mohamed Alaoui, Public Works Director

TO ACFD:

Alameda County Fire Department
6363 Clark Ave
Dublin, CA 94568
Attn: Eric Moore, Deputy Chief

WAIVER

The parties' waiver of any term, condition or covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any subsequent breach or violation of the same or any other term, condition or covenant.

AMENDMENTS

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto.

SEVERABILITY CLAUSE

In any case one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

INDEMNIFICATION

ACFD agrees to indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers (“Indemnitees”) from and against loss, damages, liability, claims, suits, costs and expenses, arising from or in any manner connected solely to ACFD’s negligent or willful misconduct regarding performance of services or work conducted or performed pursuant to this Agreement.

The City agrees to defend, indemnify, and hold harmless the Alameda County Fire Department, the County of Alameda, their governing bodies, their predecessors, successors, assignees, agents, departments, officials, representatives, employees and all persons acting by, through, under or in concert with any of them, and each of them (collectively “ACFD Indemnitees”) from and against loss, damages, liability, claims, suits, costs and expenses, arising from or in any manner connected solely to the City’s negligent or willful misconduct regarding performance of services or work conducted or performed pursuant to this Agreement.

TERM

The term of this Agreement shall be effective when this Agreement is fully executed by all parties, and this Agreement shall terminate when all the obligations for each party have been fulfilled.

MODIFICATION

This Agreement constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the effective date, which is the date first written above.

**ALAMEDA COUNTY FIRE
DEPARTMENT**

CITY OF EMERYVILLE

By: _____

By: _____

David Haubert
President, Board of Directors

LaTanya Bellow
City Manager

Date: _____

Date: _____

Approved as to form:
Donna R. Ziegler, County Counsel

Approved as to form and legality:
John I. Kennedy, City Attorney

By: _____
Kathy Lee
Deputy County Counsel

DocuSigned by:
John Kennedy
2C934D02DB55467
By: _____
John I. Kennedy
City Attorney

06/30/2025
Date: _____

Attest:

By: _____

By signing above, the signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement