

City of Piedmont
COUNCIL AGENDA REPORT

DATE: March 2, 2026

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of an Agreement with the City of Alameda for the Provision of Firefighter Training and Education

RECOMMENDATION

1. Approve the agreement with the City of Alameda for the provision of firefighter training and education.

EXECUTIVE SUMMARY

The City of Piedmont Fire Department currently has two vacancies. Following an extensive recruitment process, the City's top ranked candidates require a training academy before they can work as firefighters. Staff recommend contracting with the City of Alameda to provide training and education for Piedmont's firefighters in their upcoming Accredited Local Academy commencing April 20, 2026.

BACKGROUND

Conducting sufficient entry-level firefighter training requires an Accredited Local Academy (ALA) with a dedicated training facility, staff, and accreditation from the California Office of the State Fire Marshal, State Fire Training Division. The ALA curriculum includes academic training, certification exams, and skills and knowledge-based assessments to achieve a Fire Fighter 1 certification and the pre-requisites for a Fire Fighter 2 certification. The City of Piedmont does not have an appropriate facility or staffing to operate an ALA and historically sends new firefighters to other agencies for initial training.

The City of Alameda operates an Accredited Local Academy and has agreed to host up to two Piedmont entry-level firefighters beginning April 20, 2026 for 21 weeks at a cost of \$15,000 per firefighter. The City of Alameda Fire Department and the City of Piedmont Fire Department share common capabilities, such as ambulance transport service, making this a logical partnership. While enrolled in the Fire Academy, Piedmont employees will work under the direction of the Alameda Training Division staff, but will still be paid, insured, and report to the City of Piedmont.

FISCAL IMPACT

The cost of the academy was included in the FY 2025/2026 annual budget in account number 101-0411-031-001. Additional new hire equipment and turnout gear are included as well in 101-0411-051-003 and 101-0411-051-002. We anticipate incurring some overtime costs as well if Piedmont Fire instructors are needed to assist with assessments or decisions about the performance of our employees.

CITY ATTORNEY REVIEW

The attached Agreement for Consultant Services was reviewed and approved as to form by the City Attorney.

Prepared by: Dave Brannigan, Fire Chief

ATTACHMENTS:

1 - Agreement Between City of Piedmont and the City of Alameda for the Provision of Firefighter Training and Education

AGREEMENT BETWEEN CITY OF PIEDMONT AND THE CITY OF ALAMEDA FOR THE PROVISION OF FIREFIGHTER TRAINING AND EDUCATION

THIS AGREEMENT (the "Agreement") is entered into on April 20, 2026 (the "Effective Date") between the City of Piedmont, a Municipal Corporation, ("Piedmont") and the City of Alameda, a municipal corporation ("Alameda") (together sometimes referred to as the "Parties").

WHEREAS, Alameda operates an Accredited Local Academy ("ALA") that aligns with the Office of the State Fire Marshal, State Fire Training ("SFT") for training both entry-level and lateral firefighters, and

WHEREAS, Alameda has a specific curriculum that it utilizes to train entry-level firefighters that join the fire department, and

WHEREAS, Piedmont has employees who it desires to receive basic entry-level firefighter education and training; and

WHEREAS Piedmont desires to have each Piedmont employee receive the necessary firefighter training from Alameda, and Alameda is willing to provide such training.

NOW, THEREFORE, the City of Alameda and the City of Piedmont hereby agree as follows:

Section 1. SERVICES.

In accordance with the terms and conditions set forth in this Agreement, Alameda agrees to perform all services (the "Services"):

- A. Alameda shall provide an ALA Entry-Level Firefighter academy training for employees of the City of Piedmont that will commence on or around April 20, 2026, and last approximately twenty-one (21) weeks (the "Academy").
- B. The Academy will adhere to the California State Fire Marshal accredited curriculum for Fire Fighter 1 and Fire Fighter 2 academic training, certification exams, and skills and knowledge-based assessments. The Academy will include training and education on Alameda Fire Department ("AFD") specific policies, procedures, skills, and scenarios unless an alternate curriculum is mutually agreed upon in writing by the Parties.
- C. Alameda will provide and administer certification examinations to the Piedmont employee in compliance with the procedures outlined in California Department of Forestry & Fire Protection Office of the State Fire Marshal, State Fire Training Procedures Manual, approved in 2019 and updated in 2024.
- D. Alameda will collect and document performance data which may include written comments, photos, and video, and shall make such performance data available to Piedmont within ten (10) business days upon request.

E. Piedmont will make a representative available at a location and time to be determined by Alameda for evaluations of Piedmont employees at such times as Alameda reasonably requests.

F. Piedmont will make a representative available at a location and time to be determined by Alameda for all summative written and skills testing as Alameda reasonably requests.

G. Piedmont will make equipment and apparatus necessary to support the training and education of the Piedmont employee available to Alameda following a reasonable request and mutual agreement of the parties.

1.1 Term of Services. This Agreement shall begin on the Effective Date and shall end one (1) year from the date this Agreement was signed by Piedmont, unless the term of the Agreement is otherwise terminated or modified, as provided for herein.

1.2 Standard of Performance. Alameda, and representatives, shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Alameda is engaged in the geographical area in which Alameda practices its profession.

1.3 Assignment of Personnel. Alameda shall assign only competent personnel to perform services in connection with this Agreement.

1.4 Termination. Piedmont may cancel this Agreement at any time and without cause upon written notification to Alameda. In the event of termination, Alameda shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination.

Section 2. COMPENSATION.

Piedmont hereby agrees to pay Alameda fifteen thousand dollars (\$15,000) per Piedmont Employee who attends the Academy. No more than two Piedmont employees shall participate in the Academy. Piedmont shall pay Alameda in accordance with the following schedule:

A. 50% of the total on or before April 20, 2026

B. the remaining 50% upon completion of the Academy

Such payments are non-refundable. If a Piedmont Employee's participation in the Academy is terminated for any reason, including discharge by Alameda, Piedmont shall be responsible for a daily pro-rated final payment to Alameda but shall not be responsible for any subsequent payments for that Employee's remaining time in the Academy.

Piedmont shall be responsible for no payment other than those payments listed in this section and shall have no obligation to reimburse or otherwise compensate Alameda for any

expenses it may incur in providing the services. Alameda is solely responsible for the payment of all applicable federal and state taxes incurred under this Agreement.

Section 3. SUPERVISION OF PIEDMONT EMPLOYEES.

The Piedmont Employee participating in Alameda's Academy shall always remain an employee of Piedmont. Alameda shall provide direct supervision, instruction, and admonishment of the Piedmont Employee while the Piedmont Employee is in Alameda's Academy. Alameda shall have the full capacity and legal standing to discharge Piedmont Employees from its Academy at any time, for violation of rules, policies, behavior, or performance.

Section 4. PROJECT SITE.

Alameda shall perform the Services at its own facilities. Alameda shall not be responsible for transportation of Piedmont Employees to such facilities unless otherwise agreed to by the parties in writing.

Section 5. INSURANCE REQUIREMENTS.

At all times during the performance of this Agreement, each Party shall, at its sole cost and expense, carry insurance or self-insure its activities in connection with this Agreement, and obtain and keep in force insurance or equivalent programs of self-insurance, for general liability, professional liability, workers' compensation, and business automobile liability adequate to cover its potential liabilities hereunder.

Piedmont agrees that during the performance of this Agreement, Piedmont's workers' compensation policy and/or program, and not Alameda's workers' compensation policy and/or program, will cover Piedmont's employee for workplace injuries that meet the criteria for workers' compensation coverage.

Section 6. INDEMNIFICATION.

Each Party shall defend, indemnify, and hold harmless the other Party, and their officials, officers, employees, agents, and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the indemnifying Party's respective officials, officers, employees, agents or volunteers.

The obligations in this section shall survive the termination or expiration of the Agreement.

Section 7. INDEPENDENT PARTIES.

For purposes of this Agreement, each Party will act in an independent capacity and not as officers, employees, or agents of the other. No Party shall have the right to control the other, except as expressly referenced in this Agreement. Nothing in this Agreement establishes, constitutes or shall be construed to establish or constitute a partnership, agency or employment relationship between the Parties. Persons providing services under this

Agreement will remain the employees of their respective agencies and will not be employees of the other.

Section 8. LEGAL REQUIREMENTS.

- 8.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 8.2 Compliance with Applicable Laws.** Alameda and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.
- 8.3 Licenses and Permits.** Alameda represents and warrants to Piedmont that Alameda and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
- 8.4 Nondiscrimination and Equal Opportunity.** In compliance with federal, state and local laws, Alameda shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Alameda under this Agreement.

Section 9. MODIFICATION.

- 9.1 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 9.2 Assignment.** Alameda may not assign this Agreement or any interest therein without the prior written approval of Piedmont, which approval shall not be unreasonably withheld.
- 9.3 Subcontracting.** Alameda shall not subcontract any portion of the performance contemplated and provided for herein without the prior written approval of Piedmont. Where written approval is granted by Piedmont, Alameda shall supervise all work subcontracted by Alameda in performing the Services; shall be responsible for all work performed by a subcontractor if Alameda itself had performed such work; the subcontracting of any work to subcontractors shall not relieve Alameda from any of its obligations under this Agreement with respect to the Services; and Alameda is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 5, to Piedmont's satisfaction.
- 9.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Piedmont and Alameda shall survive the termination of this Agreement.

Section 10. KEEPING AND STATUS OF RECORDS.

- 10.1 Records Created as Part of Alameda's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Alameda prepares or obtains in accordance with this Agreement and that relate to the training of Piedmont's employee under the terms of this Agreement shall be the property of Piedmont.
- 10.2 Confidential Information and Disclosure.** During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer, or disclosure of such Information. Alameda understands that Piedmont is a public agency and is subject to the laws that may compel it to disclose information about Alameda's business.

Section 11. MISCELLANEOUS PROVISIONS.

- 11.1 Attorneys' Fees.** In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary, or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.
- 11.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda.
- 11.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect.
- 11.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.5 Contract Administration.** This Agreement shall be administered by the Piedmont Fire Chief. All correspondence shall be directed to the City of Piedmont and through the representative.

11.6 Notices. Any written notice to Alameda shall be sent to:

City of Alameda
1300 Park St
Alameda, California 94501
Attention: Fire Chief With a copy to
City of Alameda 2263 Santa Clara Ave.
Alameda, California 94501
Attention: Alameda City Attorney

Any written notice to Piedmont shall be sent to:

City of Piedmont
120 Vista Avenue
Piedmont, CA 94611
Attn: Fire Chief Dave Brannigan

11.7 Integration: Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Piedmont and Alameda and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

11.8 Alternative Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Piedmont and Alameda agree to resolve the dispute in accordance with the following:

Each Party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If the dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended nor shall be construed to change the time periods for filing a claim or action specified by Government Code § 900, et. seq.

- 11.9 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

Signatures on the next page

SIGNATURES
PAGE

The Parties have executed this Agreement as of the Effective Date.

CITY OF PIEDMONT

Rosanna Bayon Moore, City
Administrator

Date: _____

Department Head Approval:

Dave Brannigan, Fire Chief

Date: _____

Approved as to Form:

City Attorney

Date: _____

CITY OF ALAMEDA

Adam Politzer, Interim City Manager

Date: _____

Department Head Approval:

Nicholas Luby, Fire Chief

Date: _____

Approved as to Form:

Douglas W. McManaway
Deputy City Attorney

Date: