



# CITY COUNCIL AGENDA REPORT



**DEPARTMENT:** Fire Department

**MEETING DATE:** May 19, 2015

**PREPARED BY:** Christopher Donovan, Fire Chief

**AGENDA LOCATION:** CC-8

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**TITLE:** Amended and Restated Verdugo Fire Communications Service Agreement Between the Cities of Burbank, Glendale, and Pasadena And The City of Monrovia, for the Period Ending June 30, 2017, with Two Automatic Three-Year Renewals

**OBJECTIVE:** To execute an updated services agreement related to the 9-1-1 dispatch of fire and rescue resources within the City of Monrovia through the Verdugo fire communication system

**BACKGROUND:** The City of Monrovia became a member of the Verdugo Fire Communications Center in July 1999. The facility was built in 1994 and is truly a state-of-the-art communications center. The center serves a combined population of over 837,000 residents, covering a geographic area of just over 134 square miles. There are 44 fire stations with over 180 emergency response apparatus. In the most recent calendar year for 2014, Verdugo handled 158,453 phone calls and dispatched 76,787 incidents. Verdugo strives to continuously be a "state-of-the-art" center, enhancing equipment and support systems with regular updates with new technology.

**ANALYSIS:** Dialing 9-1-1 in any of the cities served by Verdugo Fire Communications Center connects a caller to local police or to CHP dispatchers (for those calling on a cellular phone near freeway cell sites), who then determine the nature of the emergency and subsequently transfer all fire and paramedic calls to Verdugo.

When an emergency call is received by Verdugo, a dispatcher enters the pertinent details into the computer-aided dispatch system and the incident details are immediately transmitted via the voice radio and data system to the closest apparatus to the incident. Emergency personnel are generally on the road within a minute or two of receiving the information and remain in constant radio contact with the communications center as additional details are received. The level of service provided by Verdugo is premiere and based on costs per call is one of the most economical 9-1-1 dispatch centers in Southern California. Finally, the amended service agreement was reviewed by the City Attorney's Office with no concerns noted.

**ENVIRONMENTAL IMPACT:** None

**FISCAL IMPACT:** The current costs of \$67 per call will remain unchanged with funds paid through an existing fire department budget line item.

**OPTIONS:** The following options are presented for consideration:

- 1) Approve the service agreement and continue the 9-1-1 dispatch of fire and rescue resources through the Verdugo fire communication center.
- 2) Reject the Verdugo agreement and select 9-1-1 fire and rescue dispatch services through another fire communication system.

**CC-8**

**RECOMMENDATION:** Staff recommends option one, approving the services agreement related to the 9-1-1 dispatch of fire and rescue resources within the City of Monrovia through the Verdugo fire communication system and sign all necessary documents related to the agreement.

**COUNCIL ACTION REQUIRED:** If the City Council concurs, the appropriate action would be a motion to approve an Amended and Restated Verdugo Fire Communications Service Agreement between the Cities of Burbank, Glendale, and Pasadena and the City of Monrovia, and authorize the City Manager to execute the necessary documents.

**AMENDED AND RESTATED  
VERDUGO FIRE COMMUNICATIONS SERVICE AGREEMENT  
BETWEEN THE CITIES OF BURBANK, GLENDALE, AND PASADENA  
AND THE CITY OF MONROVIA**

This Agreement is made by and between the CITY OF BURBANK, the CITY OF GLENDALE, and the CITY OF PASADENA (hereinafter referred to collectively as the “VERDUGO CITIES”) and the CITY OF MONROVIA (hereinafter referred to as the “CONTRACTING CITY”).

**RECITALS**

Whereas the VERDUGO CITIES, to minimize the effect of fire and disaster and to provide the basis for effective mobilization and dispatch of all available firefighting and emergency medical resources, have agreed to operate a joint fire communications system (“VERDUGO SYSTEM”);

Whereas the CONTRACTING CITY has contracted for dispatching of emergency fire and medical response with VERDUGO CITIES continuously since 1999 and desires to continue to contract with the VERDUGO CITIES for the dispatching of emergency fire and medical response;

Whereas the CONTRACTING CITY may be called upon to provide mutual aid services or automatic aid services to cities in the Verdugo System and other jurisdictions as designated by the State;

Whereas the Parties acknowledge that the VERDUGO CITIES, and specifically, the City of Glendale, have substantial operational experience in providing these types of specified services.

Whereas the Parties acknowledge that this Agreement is not a joint powers agreement subject to the provisions of California Government Code Sections 6500 et. seq. and the Parties intend that nothing in this Agreement shall be so construed. The Parties have no intent to create hereby a separate legal entity or public agency and no such entity is hereby created.

NOW THEREFORE, the Parties agree as follows:

**I. RESPONSIBILITIES**

**A. Responsibilities of the Verdugo Cities.** It shall be the responsibility of the VERDUGO CITIES to operate the VERDUGO SYSTEM and to do all of the following:

1. Receive 911 and wireless emergency calls;
2. Transfer 911 and wireless calls to other agencies as appropriate;
3. Receive 10-digit emergency and direct connect (formerly called ring-down, or “P” line) calls on numbers/circuits provided and funded by CONTRACTING CITY;
4. Provide TDD and foreign language translation;

5. Provide Emergency Medical Dispatch pre-arrival and life saving protocols as established by Los Angeles County Fire and approved by Los Angeles County Department of Health Services, and Verdugo's Medical Director.;
6. Enter incident information into the computer aided dispatch system (CAD), including verified incident address/location, specific location information, informant's location, informant's telephone number, source code for call, basic EMD information, appropriate text and type codes;
7. Time stamp receipt of 911 calls, entry into CAD, dispatch, and all status changes from mobile units initiated on mobile computer terminals (MCT);
8. Electronically document incident and pertinent non-incident information;
9. Review CAD recommended quantity and type of equipment, alert fire stations by electronic transmission, data and hard copy printout over mobile data system, transmitting tones over voice system, and broadcasting vocal dispatch on designated frequency(s);
10. Provide routine and emergency voice communications;
11. Track and record equipment status, location and availability;
12. Coordinate Area, Regional and specific agency Mutual Aid, Initial Action and Automatic Aid agreements for dispatch purposes only;
13. Formulate, dispatch and track Strike Team responses;
14. Maintain CAD databases;
15. Provide CAD and MIS records management, storage and standard reports;
16. Provide access to CAD information;
17. Provide access to unit histories, unit status, rosters and information;
18. Handle and coordinate FIRST team responses;
19. Request and coordinate mass casualty resources;
20. Provide staff notification by alarm level and/or incident type via wireless device;
21. Notify and coordinate with other city departments and outside agencies as required;
22. Provide recording and retention of radio and telephone transmissions consistent with California law;
23. Provide an annual report of operations; and
24. Provide management and supervision to achieve desired results.

**B. Responsibilities of Contracting City.** It shall be the responsibility of the CONTRACTING CITY to do all of the following:

1. Provide equipment, hardware and software which interface with the VERDUGO SYSTEM (unless otherwise agreed to by all Parties), which include but are not limited to:
  - (a) Telephone and 911 hardware, software, upgrades, lines, instruments, terminations, installation, monthly service or capability not already included or provided, including routing coordination;
  - (b) Station alerting hardware in all fire stations which receive and transmit voice and data signals with features consistent with the VERDUGO SYSTEM;

- (c) Reliable voice mobile and portable radios and data radios and terminals in all fire apparatus, with capabilities and features consistent with the VERDUGO SYSTEM;
  - (d) Reliable voice portable radios for all personnel, with the capabilities and features consistent with the VERDUGO SYSTEM;
  - (e) Voice and/or alpha-numeric pagers or other wireless devices capable of functioning with the VERDUGO SYSTEM;
  - (f) Computers and portable radios capable of communication with VERDUGO SYSTEM;
  - (g) Geographic file information suitable for entry into VERDUGO SYSTEM CAD, including street location data, city maps and other landmark/common place addresses, high value or brush areas, freeway information, and target hazards;
2. Provide listing of all apparatus, including radio designations, cross-staffed manned units and special response vehicles;
  3. Provide Fire Department personnel list including titles, radio call signs, office and home phone numbers, pager and cellular telephone numbers;
  4. Provide a list of key City personnel and telephone directory;
  5. Provide a list of receiving hospitals and access method for paramedics;
  6. Provide copies of mutual aid, automatic aid, initial action or other inter-agency agreements;
  7. Provide initial and ongoing VERDUGO SYSTEM training to all radio users;
  8. Provide copies of FCC licenses, if applicable;
  9. Comply with VERDUGO SYSTEM policies;
  10. Use VERDUGO SYSTEM incident type codes, priorities and categories;
  11. Approve Emergency Medical Dispatcher Program currently in use; and
  12. Provide a chief officer or fire officer to ensure successful implementation and representation on the Verdugo Task Force.

## II. EQUIPMENT

**Purchase of Equipment.** CONTRACTING CITY shall purchase, install, test and maintain equipment and hardware necessary to perform its responsibilities under Section I.B. above. Unless otherwise provided, CONTRACTING CITY shall be responsible for all costs relating to the purchase and installation of all such equipment. In addition to the equipment, CONTRACTING CITY shall be solely responsible for the cost of any additional or related equipment or hardware, software or labor needed to implement its obligations under this Agreement, whether listed or not, including, but not limited to, installation, testing, light/audio relays, shipping, insurance, taxes, antennas and coax, public address system, speakers, and power supplies.

**A. Purchase of Future Equipment.** As new technology becomes available, the VERDUGO CITIES may, from time to time, purchase new products to enhance the current level of service. The VERDUGO CITIES will provide a minimum 90 day written notice to CONTRACTING CITY of any anticipated purchase, where

the costs of purchase and/or maintenance of equipment that is the responsibility of the CONTRACTING CITY under section II.A. above are to be borne by the CONTRACTING CITY.

### III. TERM

This Agreement shall become effective on July 1, 2014, (“EFFECTIVE DATE”) and remain in effect until June 30, 2017, or until terminated in accordance with the termination provisions herein, whichever occurs earlier. For consideration received, this Agreement will renew automatically for two terms of three years each, unless 90 days prior to termination of the term, one party provides written notice of intent not to renew to the other party.

### IV. TERMINATION

The VERDUGO CITIES, acting by majority vote, or the CONTRACTING CITY may terminate this Agreement by giving written notice of such intent to the other party(ies) at least one (1) year prior to the effective date of such termination.

### V. COSTS

**A. Per Incident Cost.** The annual cost shall be the appropriate charge per incident (\$67.00) dispatched multiplied by the actual number of calls dispatched during the preceding calendar year. Number of calls dispatched shall include incidents that occur within CONTRACTING CITY’s jurisdiction plus any additional responses to jurisdictions outside the Verdugo System that arise from aid agreements.

(i) Beginning July 1, 2015, and during any renewal period, the per incident charge may be increased each fiscal year by an amount not to exceed 5% per incident.

**B.** The cost per call for CONTRACTING CITY shall not exceed these amounts in any single year, unless the overall cost for the VERDUGO SYSTEM is substantially increased by unplanned events, including, but not limited to atypical increases in personnel costs, catastrophic hardware system failures or natural disasters. In the event of a substantial increase in the cost as described herein, CONTRACTING CITY’s portion of the increase shall be determined by calculating the CONTRACTING CITY’s pro rata share of the overall number of dispatched calls in the preceding calendar year. Prior to seeking the increased costs from the CONTRACTING CITY, VERDUGO CITIES will endeavor to utilize all funds set aside for the replacement of the equipment and funds recovered from any insurance settlement, if applicable.

**C. No Cost to VERDUGO CITIES.** Nothing in this Agreement shall be construed to require any of the VERDUGO CITIES to incur any non-reimbursable cost and/or expense for the purpose of implementing this Agreement, or any of its provisions, or to require the VERDUGO SYSTEM to modify, alter, add to, remove or transform any of its existing equipment, system or facilities to

implement any of the provisions of this Agreement. It is the intent of this Agreement, and the Parties acknowledge and agree, that any such changes, modifications or alterations shall be at the sole cost of the CONTRACTING CITY.

- D. **Billing.** For services rendered for any full fiscal year, CONTRACTING CITY shall be billed by written invoice every January and July of each year for the services provided in this Agreement on a semiannual basis, in advance. All invoices shall be payable within thirty (30) days after receipt.

## VI. RADIO ROAMING SERVICES

- A. **Description of Services.** VERDUGO CITIES shall provide CONTRACTING CITY the nonexclusive use of an available Verdugo talk group for the sole use of the Monrovia Fire Department on the VERDUGO CITIES radio system. This talk group shall only be used in the ordinary course of business to provide fire services to the public. CONTRACTING CITY agrees that it shall utilize no more than 138 subscriber radios on the radio system. CONTRACTING CITY shall arrange and pay for any and all programming of radios, and shall request approval of the City of Glendale in advance of programming any additional radios to be utilized on the radio system.

- B. **Restrictions on Use of Talk Groups:** Any use of talk groups by Subscribers shall be in accordance with the rules and regulations of the Federal Communications Commission and all other applicable state and federal laws.

**Maintenance of Contracting City Radios.** CONTRACTING CITY shall perform all maintenance service on its radios, and shall ensure all its radios are operating within the manufacturer's specifications at all times. Should VERDUGO CITIES inform CONTRACTING CITY of a technical problem with one or more of the radios, CONTRACTING CITY shall immediately perform maintenance on such radio as may be required by the City of Glendale to ensure reliability of the radio system.

- C. **Fees for Use of Talk Groups.** In consideration of infrastructure contributed by the VERDUGO CITIES to the Interagency Communication Interoperability Network, (ICIS), the VERDUGO CITIES and ICIS waive all fees for the use of the talk groups until May, 2017. CONTRACTING CITY agrees that the waiver of the fee is limited to its use of radios not to exceed 138 subscriber units per month, utilized solely by the Monrovia Fire Department. For purposes of this agreement, "radio" includes mobile, portable, and station alerting radio equipment.

- D. Disclaimer.** The radio roaming services provided pursuant to this Agreement are offered with no warranty and are at the CONTRACTING CITY's sole risk. VERDUGO CITIES DO NOT REPRESENT OR WARRANT THAT THE RADIO ROAMING SERVICES WILL MEET CONTRACTING CITY's REQUIREMENTS OR WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE.

## **VII. INDEMNITY**

- A. Assumption of Risk.** Each Party to this Agreement assumes full and sole responsibility for all risks of injury and damages, including damage to all operating equipment, arising from its own operation and use of, and its own repairs and maintenance performed on the equipment and each shall be solely responsible for all claims, liability, loss, suits, damages, costs, and expenses (including attorneys' fees and costs of litigation) and personal injuries (including death at any time) resulting directly or indirectly from, or arising out of, its own operation and use of, and its own repairs and maintenance performed on the equipment and accessories. Each Party shall bear the full legal and financial responsibility for its own conduct, actions and omissions carried out in the performance of that Party's obligations and responsibilities under this Agreement.
- B. Workers' Compensation.** Workers' Compensation claims shall be paid by the employer of any injured worker, and subrogation rights against all Parties are expressly waived.
- C. Liability for Mutual/Automatic Aid.** Notwithstanding any other provisions of this Agreement, and with respect to Section I.A.12. above, the CONTRACTING CITY shall indemnify, defend and hold harmless the VERDUGO CITIES and any other public service provider, from and against any claims or liability, including death, injury or property damage, and including the costs of defense, arising out of the making of any calls, initiating any contact, or other actions or omissions relating to Area, Regional and/or specific agency mutual aid and/or automatic aid whenever such aid is contacted or otherwise summoned to respond from outside of the jurisdiction of the CONTRACTING CITY. The Parties acknowledge and agree that whenever such mutual aid and/or automatic aid is contacted or otherwise summoned by the VERDUGO CITIES, such contact is made as a courtesy in order to facilitate the implementation of such mutual aid and/or automatic aid and is not intended to create any liability on the part of the VERDUGO CITIES or any public service provider which provides such mutual aid or automatic aid. All liability for salaries, wages, and other compensation shall be that of each employing agency.



## VIII. GENERAL PROVISIONS

- A. **Entire Agreement.** This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments.
- B. **Interpretation.** This Agreement is the product of negotiation and compromise on the Parties' part. Every provision in this Agreement shall be interpreted as though the Parties equally participated in its drafting. Therefore, notwithstanding the provisions in California *Civil Code* Section 1654 to the contrary, if this Agreement's language is uncertain, the Agreement shall not be construed against the Party causing the uncertainty to exist.
- C. **Governing Law.** The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.
- D. **Severability.** Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.
- E. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he, she or it may be entitled. "Prevailing party" means a party who dismisses the action or proceeding in exchange for payment of the sum(s) allegedly due; performance of the term(s) or covenant(s) allegedly breached or violated; or consideration substantially equal to the relief sought in the action. "Reasonable attorneys' fees" of the City Attorney's office means the fees regularly charged by private attorneys who: (a) practice in a law firm located in Los Angeles County; and (b) have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered.
- F. **Waiver of Breach.** The waiver of either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.
- G. **Assignment.** Nothing under this Agreement shall be construed to give any rights or benefits to any party other than VERDUGO CITIES and CONTRACTING CITY. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of VERDUGO CITIES and CONTRACTING CITY, and not for the benefit of any other party. CONTRACTING CITY shall not assign

any right or interest in this Agreement, and shall not delegate any duty owed, without VERDUGO CITIES' prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which VERDUGO CITIES may immediately terminate or suspend this Agreement. In the event the VERDUGO CITIES consent to an assignment or delegation, the assignee, delegatee, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

- H. Successors and Assigns.** Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
- I. Time is of the Essence.** Whenever a task is to be performed by CONTRACTING CITY herein, same shall be performed consistent with any time constraints set forth hereunder including exhibits, time being considered of the essence of this Agreement. Unless otherwise specified in this Agreement, all references to "days" refer to calendar days.
- J. Force Majeure.** None of the Parties shall be considered in default in the performance of their obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future, beyond the reasonable control of such party which include but are not limited to acts of God or civil unrest. Any delays beyond the control of the Parties shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.
- K. Notices.** Notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a party at the facsimile number set forth below or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should any of the Parties have a change of address, they shall immediately notify the other Parties in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests shall be given to following addresses:

**City of Burbank:**  
Fire Chief  
Burbank Fire Department  
311 E. Orange Grove  
Burbank, CA 91502

Tel. No. 818-238-3473  
Fax. No. 818-238-3483

**City of Monrovia:**  
Fire Chief  
Monrovia Fire Department  
141 E. Lemon Avenue  
Monrovia, CA 91016

Tel. No. 626-256-8103  
Fax. No. 626-256-8112

**City of Glendale:**  
Fire Chief  
Glendale Fire Department  
421 Oak Street  
Glendale, CA 91204-1298

Tel. No. 818-548-4814  
Fax. No. 818-547-1031

**City of Pasadena:**  
Fire Chief  
Pasadena Fire Department  
215 N. Marengo Avenue, # 195  
Pasadena, CA 91101

Tel. No. 626-744-7276  
Fax. No. 818-585-9164

- L. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the Parties shall sign a sufficient number of counterparts, so that each Party will receive a fully executed original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested to by the proper officers hereunder duly authorized, their official seals to be heretofore affixed.

CITY OF MONROVIA

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

(SEAL)

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM THIS \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Attorney

CITY OF BURBANK

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

(SEAL)

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM THIS \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Attorney

CITY OF GLENDALE

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

(SEAL)

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM THIS \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Attorney

CITY OF PASADENA

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

(SEAL)

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM THIS \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Attorney