

**VERDUGO FIRE COMMUNICATIONS DISPATCH SERVICE AGREEMENT
BETWEEN THE CITIES OF BURBANK, GLENDALE, AND PASADENA
AND THE CITY OF WEST COVINA**

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 WEST COVINA (hereinafter referred to as the “CONTRACTING CITY”). The VERDUGO CITIES and CONTRACTING CITY are individually referred to as a “Party” and collectively referred to as the “Parties”.

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 desires to contract with VERDUGO CITIES for dispatching of emergency fire and medical response starting on February 16, 2024;

Whereas the CONTRACTING CITY is currently part of Fire Mutual Aid Area B, and by entering into this Agreement is aware that it 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. Respond to 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. Update GIS maps as needed;
16. Maintain CICC database and provide assistance with Interagency Resource Ordering Capability (IROC) as requested by CONTRACTING CITY;
17. Provide CAD and MIS records management, storage and standard reports;
18. Provide access to CAD information;
19. Provide access to unit histories, unit status, rosters and information;
20. Handle and coordinate assisting resource responses;
21. Request and coordinate mass casualty resources;
22. Provide staff notification by alarm level and/or incident type via wireless device;
23. Provide notifications to CONTRACTING CITY Fire Chief and City Manager in accordance with VERDUGO SYSTEM policies and procedures;
24. Notify and coordinate with other city departments and outside agencies as required;
25. Provide recording and retention of radio and telephone transmissions consistent with California law;
26. Provide an annual report of operations; and
27. 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 for all personnel and fire apparatus, with capabilities and features consistent with the VERDUGO SYSTEM;

- (d) Establish and maintain a system access/service agreement with the Interagency Communications Interoperability System (ICI System) and/or Host ICI System Agency as appropriate/needed;
 - (e) Voice and/or alpha-numeric pagers or other wireless devices capable of functioning with the VERDUGO SYSTEM;
 - (f) Computers 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 and procedures;
 10. Use VERDUGO SYSTEM incident type codes, priorities and categories;
 11. Review and understand 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

- A. **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 herein, 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. Title and ownership of all installations to the VERDUGO SYSTEM, in order to serve the CONTRACTING CITY, shall pass to the VERDUGO CITIES, including but not limited to, hardware and software.
- B. **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 notice to CONTRACTING CITY of any anticipated purchase, where the costs of purchase 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 February 16, 2024 (“EFFECTIVE DATE”), and remain in effect until February 15, 2026, or until terminated in accordance with the termination provisions herein, whichever occurs earlier. This Agreement may be renewed for one one-year term at CONTRACTING CITY’s option. CONTRACTING CITY shall provide written notice of its intent to renew at least 180 days prior to the expiration of the term. If CONTRACTING CITY elects not to renew this Agreement for the additional one-year term, CONTRACTING CITY shall be responsible for paying the transition costs as set forth in Section V below.

IV. TERMINATION

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

If CONTRACTING CITY terminates this Agreement during the initial two-year term, CONTRACTING CITY shall pay the VERDUGO CITIES an early termination fee as follows:

1. Termination prior to February 15, 2025: **\$300,000**
2. Termination between February 16, 2025 – February 15, 2026: **\$150,000**

Such fees shall be due within thirty days of the termination date.

V. COSTS

A. Per Incident Cost. Until June 30, 2024, the annual cost shall be \$84.14 per incident dispatched multiplied by the actual number of calls dispatched during the preceding term of service. Thereafter, VERDUGO CITIES may increase the rate for per incident dispatched by up to 5% per year, rounded to the nearest dollar. The cost per call for CONTRACTING CITY shall not exceed this amount 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 the Public Employee Retirement System, 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 year. VERDUGO CITIES will endeavor to utilize all funds set aside for the replacement of the equipment and funds recovered from the insurance settlement prior to seeking the increased costs from the CONTRACTING CITY.

B. 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.

- C. **Billing.** For services rendered for any full fiscal year, CONTRACTING CITY shall be billed by written invoice every July and January of each fiscal 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.
- D. **Transition Costs.** CONTRACTING CITY acknowledges that the VERDUGO CITIES incurred costs totaling \$50,000 to transition CONTRACTING CITY to the VERDUGO SYSTEM in the short timeframe needed by CONTRACTING CITY. The Parties agree that if CONTRACTING CITY exercises the one-year renewal option set forth in Section III above, CONTRACTING CITY shall not be responsible for paying the transition costs. If CONTRACTING CITY does not exercise the one-year renewal option, CONTRACTING CITY shall pay such amount to the VERDUGO CITIES within thirty (30) days from August 15, 2025. This fee is in addition to the early termination fee described in Section IV above.

VI. RADIO ROAMING SERVICES

- A. **Description of Services.** CONTRACTING CITY shall be responsible for establishing and maintaining an agreement with Interagency Communications Interoperability System (ICIS) and/or the Host ICIS Agency for the use of the radio system. CONTRACTING CITY shall arrange and pay for any and all programming of radios.
- B. **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 ICI System to ensure reliability of the radio system.
- C. **Disclaimer.** In the event an agreement with ICI System and/or the Host ICI System Agency lapses and/or is terminated, VERDUGO CITIES cannot be held liable for loss or reliability of the dispatch services provided herein.

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 attorneys' 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 for the VERDUGO CITIES 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 VERDUGO CITIES or 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

City of Glendale:

Fire Chief
Glendale Fire Department
421 Oak Street
Glendale, CA 91204-1298
Tel. No. 818-548-4814

City of Pasadena:

Fire Chief
Pasadena Fire Department
215 N. Marengo Avenue, # 195
Pasadena, CA 91101
Tel. No. 626-744-4675

City of West Covina:

Fire Chief
West Covina Fire Department
1444 W. Garvey Ave. South
West Covina, CA 91790
Tel. No. 626-939-8824

- 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.
- M. Digital Signatures.** The PARTIES deem a copy of this Agreement, or any amendment to it, that bears a digital signature as having the same legal effect, for all purposes, as delivery of a signed original of this Agreement or the amendment, and each digital signature will have the same legal force and effect as a handwritten signature.

SIGNATURE PAGES FOLLOW.

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 WEST COVINA

Date: _____

By: _____
City Manager

(SEAL)

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM THIS ____ day of _____, 2024.

City Attorney

CITY OF BURBANK

Date: _____

By: _____
City Manager

(SEAL)

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM THIS ____ day of _____, 2024.

City Attorney

CITY OF GLENDALE

Date: _____

By: _____
City Manager

(SEAL)

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM THIS _____ day of _____, 2024.

City Attorney

CITY OF PASADENA

Date: _____

By: _____
City Manager

(SEAL)

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM THIS _____ day of _____, 2024.

City Attorney