



CITY OF GLENDALE, CALIFORNIA
REPORT TO THE:

Joint City Council Housing Authority Successor Agency Oversight Board

February 23, 2016

AGENDA ITEM

Report: Regarding provision of contract Fire and EMS dispatching services with the City of Vernon.

- 1) Motion authorizing the City Manager, or his designee, to execute the Verdugo Fire Communications Dispatch Service Agreement between the Cities of Burbank, Glendale, and Pasadena and the City of Vernon.
- 2) Motion authorizing the City Manager, or his designee, to execute the City of Glendale Promissory Note with the City of Vernon.
- 3) Resolution dispensing with competitive bidding and awarding a contract for the Fire Station Alerting System to WestNet for the Vernon Fire Department in the amount of \$159,175, plus a 10% contingency of \$15,917, for a total project cost not to exceed \$175,092.

COUNCIL ACTION

Public Hearing <input type="checkbox"/>	Ordinance <input type="checkbox"/>	Consent Calendar <input checked="" type="checkbox"/>	Action Item <input type="checkbox"/>	Report Only <input type="checkbox"/>
Approved for <u>Feb 23, 2016</u> calendar				

ADMINISTRATIVE ACTION

Submitted by:
Gregory Fish, Fire Chief

Signature

Prepared by:
Alison Finch, Public Safety Business Specialist

Approved by:
Scott Ochoa, City Manager

Reviewed by:
Yasmin K. Beers, Assistant City Manager

Michael J. Garcia, City Attorney

Don Wise, Executive Administrator - Verdugo Fire

Robert P. Elliot, Director of Finance

RECOMMENDATION

It is respectfully recommended that the City Council approve:

1. Motion authorizing the City Manager to execute the Verdugo Fire Communications Dispatch Service Agreement between the Cities of Burbank, Glendale, and Pasadena and the City of Vernon;
2. Motion authorizing the City Manager to execute a Promissory Note with the City of Vernon; and
3. Resolution dispensing with competitive bidding and awarding a contract for the Fire Station Alerting System to WestNet for the Vernon Fire Department in the amount of \$159,175, plus a 10% contingency of \$15,917, for a total project cost not to exceed \$175,092.

BACKGROUND/ANALYSIS

On June 3, 2015, the Glendale Fire Department received a letter of intent from Michael Wilson, the Vernon Fire Department Fire Chief, requesting a Request for Proposal for communication and dispatch services provided by the Verdugo Dispatch Communications Center. To be able to produce a comprehensive and accurate proposal, the Verdugo Communications Center personnel needed to review the per incident rate for Fire and EMS dispatch services, the current infrastructure and equipment of the Vernon Fire Department, and Interagency Communications Interoperability System (ICI System)/Host subscriber fees for radio communications.

To ensure the City of Vernon is starting at a fair and just per incident rate, a projection of the operational costs for the Verdugo Communication Center was reviewed, and it was agreed upon by the Tri-City Fire Chief's to bring on the Vernon Fire Department at the per incident rate of \$66.59. Also, as it is the expectation to have all participating contract cities paying the same amount per incident dispatched, it was identified that the majority of the contract cities are paying at or about the same per incident rate for FY16-17. The per incident rate is multiplied with the agency's dispatched incident volume (inclusive of responses where the agency provided mutual aid outside the Verdugo System) to determine the annual flat rate charged for Fire and EMS dispatch services. In the event that the overall cost for the system is substantially increased due to unplanned events including, but not limited to, atypical personnel increases, catastrophic hardware system failures, or natural disasters, this amount may be adjusted.

The Verdugo Communications Center personnel has worked meticulously with the Vernon Fire personnel to identify the infrastructure and equipment that would either need to be purchased or updated to be compatible with the Verdugo system dispatch center. The areas reviewed included the fire station alerting system, mobile data computers, telephones, GIS/Geo-File data conversion, ICI System radio connectivity and host subscriber fees. After a thorough review of the Vernon Fire Department's system, the cost to replace and update the infrastructure and equipment is estimated to be \$192,649. The ICI System and host subscriber fees will be a component that will be directly negotiated and contracted with the City of Vernon and the ICI System/Host subscriber agencies. At this time, staff is seeking authorization for an expenditure of \$175,092 for work to be completed by a single vendor. As the work progresses and when necessary, staff will seek further council authorization for work to be completed by other vendors.

It is essential that all new Verdugo Fire agencies migrating to fire station alerting equipment must update their systems using the same solution already in use by the Verdugo Fire Communications Center for operational and technical consistency purposes. Therefore, the infrastructure costs related to the Fire Station Alerting system will be sole sourced to WestNet Inc, as their First-In Fire Station Alerting solution uses proprietary software and application

program interfaces (APIs) to integrate to the Verdugo Fire Communications Center Computer-Aided Dispatch (CAD) system. No other manufacturer or software solution allows for such consistent and seamless interface and functionality, with the purpose of remotely alerting fire stations, without additional extensive costs and complex operational changes. For this purpose, staff seeks to dispense with competitive bidding and award the contract to Westnet Inc. to install all such equipment in the City of Vernon.

As per the Dispatch Agreement, the Contracting City is responsible for all costs relating to the purchase and installation of all equipment and infrastructure required to be compatible with the Verdugo Communications system. In an effort to aid the quick and smooth transition to Verdugo Communications, the Tri-City Fire Chief's agreed that the initial infrastructure costs for the Vernon Fire Department will be initially borne by the Center. Below is a summary of the key provisions of the City of Glendale Promissory Note with the City of Vernon:

- Amount: All amounts advanced by Glendale on behalf of Vernon, which are currently estimated to be \$192,649.
- Term: Two years, beginning on 07/01/2016
- Interest/Fees: The Parties agree that there is no loan fee or interest in connection with this loan.
- Payments: Vernon will pay three payments of \$50,000 and one final payment of any and all outstanding amounts to be calculated after all payments have been made by Glendale to the third party vendors providing services.
- Use of Funds: To purchase infrastructure equipment and services for the City of Vernon to establish connectivity to the Verdugo system.

Verdugo Fire Communications Center currently dispatches for thirteen (13) fire agencies. Through the expansion of the borders of Area "C", and in providing dispatching services on a contract basis to additional agencies, this not only supplies revenue for the Center's operations, it also enables better coordination and response to large emergencies involving mutual aid for Area "C" agencies. Fire Management believes that through the adding of the new resources of the Vernon Fire Department to the Verdugo Fire Communications System, this will continue to significantly enhance service to the public and help provide necessary revenue to keep Verdugo among the finest of dispatching operations in the country.

FISCAL IMPACT

The dispatch service agreement with the Vernon Fire department is effective February 1, 2016, and will remain in effect until June 30, 2019. The agreement includes an automatic renewal for two additional terms of three years each, unless one party provides notice of intent not to renew according to the terms of the agreement. The Vernon Fire Department received their City Council approval on February 2, 2016, accepting the terms of the dispatch agreement, the terms of the loan agreement, and a letter of intent not to renew has been submitted to their current dispatch agency.

Based upon the formula within the dispatch service agreement, the City of Vernon Fire Department will pay \$66.59 for each dispatched incident in their City and for certain mutual aid incidents outside the Verdugo dispatch system for Fiscal Year 2016-17. Thereafter, the per-incident charge may be increased each fiscal year by an amount not to exceed 5%, rounded to the nearest dollar, based on anticipated increases in Verdugo's operating costs. Proposed charges are reviewed by the Verdugo Finance Committee, which includes the Finance Directors of Burbank, Glendale, and Pasadena, followed by the Verdugo Executive Committee, comprised of the Fire Chief's from these three cities. The City Managers of Burbank, Glendale, and Pasadena meet annually in March to review and approve Verdugo's proposed budget for

the upcoming fiscal year. All fees are paid to and administered by the City of Glendale as the coordinating agency of Verdugo Fire Communications Center. The revenue collected via the incident rate is deposited into account 34641, Fire Comm Fees – Contract City, for fund-org 701-416 and is allocated towards Verdugo’s annual operating expenses.

All infrastructure and equipment costs paid for on behalf of the City of Vernon will be disbursed from account 12800, Loans Receivable, for fund-org 701-000. The estimated infrastructure and equipment costs for work to be performed by multiple vendors for the Vernon Fire Department to establish connectivity to the Verdugo system dispatch center are:

Fire Station Alerting System	Est. Cost \$	Quantity	Extension	Amount
Station Alerting MCU (Westnet):	\$ 159,174.94	1	\$ 159,175	\$ 159,175
Motorola Flash Trunking 9600 Baud	\$ 100.00	10	\$ 1,000	\$ 1,000
Antenna - 800 MHz Omni:	\$ 100.00	4	\$ 400	\$ 400
Antenna Cable Installations	\$ 2,000.00	4	\$ 8,000	\$ 8,000
Antenna - 460-490 MHz Omni:	\$ 150.00	8	\$ 1,200	\$ 1,200
Subtotal:				\$ 169,775
Mobile Data Computers (MDC)	Est. Cost \$	Quantity	Extension	Agency Responsibility
PCMS Client License:	\$ 380.00	13	\$ 4,940	\$ 4,940
Mobile Mapping & AVL Software License:	\$ 500.00	13	\$ 6,500	\$ 6,500
Subtotal:				\$ 11,440
Phones	Est. Cost \$	Quantity	Extension	Agency Responsibility
7-Digit Emergency Lines (RCF/CNF) x1 lines:	\$ 140.00	2	\$ 280	\$ 280
PD Ring-Down (Direct-Connects) Lines:	\$ 154.00	1	\$ 154	\$ 154
Other than 9-1-1 Installation/Labor:	\$ 1,000.00	1	\$ 1,000	\$ 1,000
Subtotal:				\$ 1,434
Other	Est. Cost \$	Quantity	Extension	Agency Responsibility
GIS Work / GeoFile Conversion:	\$ 10,000.00	1	\$ 10,000	\$ 10,000
Subtotal:				\$ 10,000
				Agency Responsibility
Infrastructure Totals:				\$ 192,649
Grand Totals:				\$ 192,649
10% Contingency				\$ 15,917
Project Total Not to Exceed				\$ 208,566

As per the City of Glendale Promissory Note, the City of Vernon promises to pay all amounts advanced by Glendale on behalf of Vernon. The advanced costs will be semi-annually billed in July and January beginning July 2016 over a two year period to the Contracting City in three (3) payments of \$50,000, and one (1) final payment of any and all outstanding amounts to be calculated after all payments have been made by Glendale to the third party vendors providing the services estimated in the chart above. The payments collected will be deposited into account 12800, Loans Receivable, for fund-org 701-000.

ALTERNATIVES

Alternative 1: The City Council may approve the motion executing the dispatch service agreement between Verdugo Fire Communications Dispatch Service Agreement between the Cities of Burbank, Glendale, and Pasadena and the City of Vernon, reinforcing the importance of regional partnerships, optimum use of resources, and revenue enhancement opportunities; approve the motion authorizing the City Manager, or his designee, to execute the City of Glendale Promissory Note with the City of Vernon; and approve the resolution dispensing with competitive bidding and awarding a contract for the Fire Station Alerting System for the Vernon Fire Department in the amount of \$159,175, plus a 10% contingency of \$15,917, for a total project cost not to exceed \$175,092 to WestNet.

Alternative 2: The City Council may not approve the motions and resolutions.

Alternative 3: The City Council may consider any other alternative not proposed by staff.

CAMPAIGN DISCLOSURE

In accordance with the City Campaign Finance Ordinance No. 5744, the following are the names and business addresses of the members of the board of directors, the chairperson, CEO, COO, CFO, Sub-contractors and any person or entity with more than 10% interest in the company proposed for contract in this Agenda Item Report:

Officers of WESTNET INC.:

Full Name	Title	Business Address	City	State	Zip
	Chairperson				
Richard Matheny	CEO/President	15542 Chemical Lane	Huntington Beach	CA	92649
	Chief Operating Officer				
Dawn Matheny	Chief Financial Officer	15542 Chemical Lane	Huntington Beach	CA	92649
	Board of Directors				

Subcontractors of WESTNET INC.:

Full Name	Title	Business Address	City	State	Zip
n/a	Chairperson				
n/a	CEO/President				
n/a	Chief Operating Officer				
n/a	Chief Financial Officer				
n/a	Board of Directors				

Ownership Interest in more than 10% in WESTNET INC.:

Full Name	Title	Business Address	City	State	Zip
Richard Matheny	President	15542 Chemical Lane	Huntington Beach	CA	92649

EXHIBITS

- A. Verdugo Fire Communications Dispatch Service Agreement between the Cities of Burbank, Glendale, and Pasadena and the City of Vernon
- B. Verdugo Fire Communications Promissory Note between the Cities of Glendale and Vernon

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

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 VERNON (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 is currently part of a dispatch system with the City of Downey and desires to contract with VERDUGO CITIES for dispatching of emergency fire and medical response starting in July 2016;

Whereas the CONTRACTING CITY is currently part of Fire Mutual Aid Area E, and is desirous of becoming part of Area C instead, 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. Maintain ROSS/CICCS databases;
16. Provide CAD and MIS records management, storage and standard reports;
17. Provide access to CAD information;
18. Provide access to unit histories, unit status, rosters and information;
19. Handle and coordinate FIRST team responses;
20. Request and coordinate mass casualty resources;
21. Provide staff notification by alarm level and/or incident type via wireless device;
22. Notify and coordinate with other city departments and outside agencies as required;
23. Provide recording and retention of radio and telephone transmissions consistent with California law;
24. Provide an annual report of operations; and
25. 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. Notwithstanding anything herein to the contrary, the obligations of CONTRACTING CITY to consummate the transactions described herein are subject to the fulfillment, on or prior to July 1, 2016, of the following conditions precedent unless waived in writing by the VERDUGO CITIES:
 - (a) CONTRACTING CITY takes formal action through its City Council to cease dispatch contracting services with the City of Downey or any other agency;
 - (b) CONTRACTING CITY notifies the City of Downey of its intention to separate from Fire Mutual Aid area E;
 - (c) CONTRACTING CITY establishes a radio roaming service on the Interagency Communications Interoperability System (ICI System).
 - (d) CONTRACTING CITY engages, facilitates and cooperates in the installation of any and all necessary equipment, hardware and software which interface with the VERDUGO SYSTEM.

2. 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;
3. Provide listing of all apparatus, including radio designations, cross-staffed manned units and special response vehicles;
4. Provide Fire Department personnel list including titles, radio call signs, office and home phone numbers, pager and cellular telephone numbers;
5. Provide a list of key City personnel and telephone directory;
6. Provide a list of receiving hospitals and access method for paramedics;
7. Provide copies of mutual aid, automatic aid, initial action or other inter-agency agreements;
8. Provide initial and ongoing VERDUGO SYSTEM training to all radio users;
9. Provide copies of FCC licenses, if applicable;
10. Comply with VERDUGO SYSTEM policies and procedures;
11. Use VERDUGO SYSTEM incident type codes, priorities and categories;
12. Review and understand Emergency Medical Dispatcher Program currently in use; and
13. Provide a chief officer or fire officer to ensure successful implementation and representation on the Verdugo Task Force.

II. EQUIPMENT

1. 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.

2. Purchase of Fire Station Alerting Equipment and related Infrastructure. The Parties agree that the VERDUGO CITIES will purchase and install the initial infrastructure Equipment to establish connectivity to the VERDUGO SYSTEM as set forth in Attachment A attached hereto and incorporated herein by reference. CONTRACTING CITY agrees that the Equipment and Services described in Attachment A are a quote of the anticipated equipment and services necessary to establish connectivity and the final cost for both may be higher than what is set forth in Attachment A. CONTRACTING CITY agrees to reimburse VERDUGO CITIES for all costs necessary for the establishment of connectivity with the VERDUGO SYSTEM. The Parties further agree that the specific terms of the reimbursement will be made pursuant to a promissory note signed by the City of Glendale and CONTRACTING CITY, and will be subsequently billed to the CONTRACTING CITY pursuant to the terms of the note.

3. 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.B. above are to be borne by the CONTRACTING CITY.

III. TERM

This Agreement shall become effective on February 1, 2016, ("EFFECTIVE DATE") and remain in effect until June 30, 2019, 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 180 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 dispatched multiplied by the number of calls dispatched. 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

1. During the first year of the agreement, the charge per incident (\$66.59) dispatched will be multiplied by the annualized total incidents (the first six (6) month's incidents multiplied by two (2)).
 - (a) At the end of the fiscal year, a true-up will be conducted to identify if the Per Incident Cost billed is higher or lower than the actual cost. If the actual number of incidents is found to be lower than the annualized incidents, the appropriate credit will be applied in the following fiscal year. If the actual amount of incidents is higher than the annualized amount previously billed, the next fiscal year's bill will not be adjusted.
2. For Fiscal Year 2017-18, the annual cost shall be the appropriate charge per incident dispatched multiplied by the actual number of calls dispatched during the preceding fiscal year.
3. Beginning July 1, 2017, and during any renewal period, the per incident charge may be increased each fiscal year by an amount up to, but not to exceed, 5% per incident.
4. Beginning July 1, 2018, and during any renewal period, the annual cost shall be the appropriate charge per incident dispatched multiplied by the actual number of calls dispatched during the preceding calendar year.

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.

1. It was agreed upon by the VERDUGO CITIES and the CONTRACTING CITY that the payment for such changes, modifications or alterations will be initially

paid for by the VERDUGO COMMUNICATIONS CENTER, and will be billed to the CONTRACTING CITY in four (4) equal payments over the first two (2) years upon implementation of this agreement.

- D. **Billing.** For services rendered, inclusive of items identified in section V.A-C, 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.

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 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 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
Fax. No. 818-238-3483

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 Vernon:

Fire Chief
Vernon Fire Department
4305 Santa Fe Avenue
Vernon, CA 90058

Tel. No. 323-583-8811
Fax. No. 323-826-1407

City of Pasadena:

Fire Chief
Pasadena Fire Department
215 N. Marengo Avenue, # 195
Pasadena, CA 91101

Tel. No. 626-744-4675
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 VERNON

Date: _____

By: _____
City Administrator

(SEAL)

ATTEST:

By: _____
Maria E. Ayala, City Clerk

APPROVED AS TO FORM THIS _____ day of _____, 201__.

Hema Patel, City Attorney

CITY OF BURBANK

Date: _____

By: _____
City Manager

(SEAL)

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM THIS _____ day of _____, 201__.

City Attorney

CITY OF GLENDALE

Date: _____

By: _____
City Manager

(SEAL)

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM THIS _____ day of _____, 201__.

City Attorney

CITY OF PASADENA

Date: _____

By: _____
City Manager

(SEAL)

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM THIS _____ day of _____, 201__.

City Attorney

ATTACHMENT LIST

“Attachment A”: Initial Infrastructure Costs
(1 page)

Attachment A

Initial Infrastructure Costs

Fire Station Alerting System	Est. Cost \$	Quantity	Extension	Amount
Station Alerting MCU (Westnet):	\$ 159,174.94	1	\$ 159,175	\$ 159,175
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Antenna - 800 MHz Omni:	\$ 100.00	4	\$ 400	\$ 400
Antenna Cable Installations	\$ 2,000.00	4	\$ 8,000	\$ 8,000
Antenna - 460-490 MHz Omni:	\$ 150.00	8	\$ 1,200	\$ 1,200
Subtotal:				\$ 169,775
Mobile Data Computers (MDC)	Est. Cost \$	Quantity	Extension	Agency Responsibility
PCMS Client License:	\$ 380.00	13	\$ 4,940	\$ 4,940
Mobile Mapping & AVL Software License:	\$ 500.00	13	\$ 6,500	\$ 6,500
Subtotal:				\$ 11,440
Phones	Est. Cost \$	Quantity	Extension	Agency Responsibility
7-Digit Emergency Lines (RCF/CNF) x1 lines:	\$ 140.00	2	\$ 280	\$ 280
PD Ring-Down (Direct-Connects) Lines:	\$ 154.00	1	\$ 154	\$ 154
Other than 9-1-1 Installation/Labor:	\$ 1,000.00	1	\$ 1,000	\$ 1,000
Subtotal:				\$ 1,434
Other	Est. Cost \$	Quantity	Extension	Agency Responsibility
GIS Work / GeoFile Conversion:	\$ 10,000.00	1	\$ 10,000	\$ 10,000
Subtotal:				\$ 10,000
				Agency Responsibility
			Infrastructure Totals:	\$ 192,649
			Grand Totals:	\$ 192,649

**VERDUGO FIRE COMMUNICATIONS PROMISSORY NOTE
BETWEEN THE CITIES OF GLENDALE AND VERNON**

This Promissory Note (hereinafter "Note" or "Agreement") is executed on _____, 2016, between the CITY OF GLENDALE ("GLENDALE") a municipal corporation and the CITY OF VERNON ("VERNON") a municipal corporation, duly organized and existing under the constitution and the laws of the State of California, (collectively, the "Parties").

RECITALS

Whereas GLENDALE along with the Cities of Burbank and Pasadena, (collectively 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 VERNON is currently part of a dispatch system with the City of Downey and desires to contract with VERDUGO CITIES for dispatching of emergency fire and medical response starting on July 1, 2016;

Whereas VERNON is currently part of Fire Mutual Aid Area E, and is desirous of becoming part of Area C instead;

Whereas the Parties have determined that a timely transition to the VERDUGO SYSTEM is in the best interest of the Parties;

Whereas GLENDALE and VERNON desire to enter into this Agreement, which contemplates an advance of funds for the purchase of certain equipment and services, in the form of payment to third parties for such purchase, which VERNON will repay to GLENDALE;

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, for and in consideration of the mutual promises, covenants and conditions herein contained, the Parties agree as follows:

- I. **VERNON's Promise to Pay.** VERNON agrees that the equipment and services described in Attachment A, attached hereto and incorporated herein by this reference are necessary for VERNON to transition its dispatch services to the VERDUGO SYSTEM. VERNON further agrees that, at this time, it has not allocated the necessary funds to secure the equipment and services and therefore has agreed that GLENDALE may contract with third parties for purposes of securing such services for VERNON, and in return VERNON promises to pay all amounts advanced by GLENDALE on behalf of VERNON. VERNON further acknowledges and agrees that the equipment and services described in Attachment A are a quote and the actual value and cost to GLENDALE may

be higher than described in Attachment A. VERNON agrees that it will repay GLENDALE all amounts expended by GLENDALE for purposes of VERNON's connectivity to the VERDUGO SYSTEM, which amounts shall include, but are not limited to the purchase price of equipment and services, taxes, late fees, penalties and interest. VERNON understands that GLENDALE may transfer this Agreement, under the same terms agreed to herein.

II. Loan Fee and Interest. The Parties agree that there is no loan fee or interest in connection with this Loan.

III. Payment.

A. Time and Place of Payments. VERNON will pay three payments of \$50,000 and one final payment of any and all outstanding amounts to be calculated after all payments have been made by Glendale to the third party vendors providing the services described in Attachment A. GLENDALE will submit an invoice in or about July and January beginning July 2016. All payments are due within 30 days of receipt of the invoice from GLENDALE. Payments will be made to:

Payment Address:

City of Glendale, Finance Department
141 N. Glendale, Ave., Room 346
Glendale, CA 91206

ATTN: Armen Harkalyan, Revenue Manager

B. VERNON's Right to Prepay. VERNON reserves the right to prepay this Note in whole or in part, prior to maturity, without penalty.

IV. VERNON's Failure to Pay as Required.

A. Default. If VERNON does not pay the full amount of each semi-annual payment on the date it is due, VERNON will be in default.

B. Event of Default. VERNON shall be in default hereunder if it: (1) is in default in the payment of any monies due hereunder; or (2) terminates the provision of fire services or contracts for such services with another agency.

C. Notice of Default. If VERNON is in default, GLENDALE may send VERNON a written notice advising VERNON that if payment is not received by a certain date, GLENDALE may require VERNON to pay immediately the full amount of the loan which has not been paid. That date must be at least 30 days after the day on which the notice is mailed to VERNON or delivered by other means.

D. Payment of GLENDALE's Costs and Expenses. If GLENDALE has required VERNON to pay immediately in full as described above, then GLENDALE will have the right to be paid back by VERNON for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

V. Giving of 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 Vernon:
Fire Chief
Vernon Fire Department
4305 Santa Fe Avenue
Vernon, CA 90058

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

Tel. No. 323-583-8811
Fax. No. 323-826-1407

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

VI. 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. **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.
- H. **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.
- I. **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 VERNON

Date: _____

By: _____

City Administrator

(SEAL)

ATTEST:

By: _____

Maria E. Ayala, City Clerk

APPROVED AS TO FORM THIS _____ day of _____, 201__.

Hema Patel, City Attorney

CITY OF GLENDALE

Date: _____

By: _____

City Manager

(SEAL)

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM THIS _____ day of _____, 201__.

City Attorney

ATTACHMENT LIST

“Attachment A”: Initial Infrastructure Costs
(1 page)

Attachment A

Initial Infrastructure Costs

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				<i>Agency Responsibility</i>
			Infrastructure Totals:	\$ 192,649
			Grand Totals:	\$ 192,649

M O T I O N

Moved by Council Member _____,
seconded by Council Member _____, that the
Council of the City of Glendale hereby authorizes the City Manager, or his designee, to
execute the Verdugo Fire Communications Service Agreement with the City of Vernon for
initial term expiring June 30, 2019, with automatic renewals for two terms of three years
each.

Vote as follows:

Ayes:

Noes:

Absent:

APPROVED AS TO FORM

Senior Assistant City Attorney
DATE 2/12/16

4 0 1

MOTION

Moved by Council Member _____,
seconded by Council Member _____, that the
Council of the City of Glendale hereby authorizes the City Manager, or his designee, to
execute the Verdugo Fire Communications Promissory Note between the Cities of
Glendale and Vernon.

Vote as follows:

Ayes:

Noes:

Absent:


APPROVED AS TO FORM
Senior Assistant City Attorney
DATE 2/19/16
4 0 2

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, CALIFORNIA, DISPENSING WITH COMPETITIVE BIDDING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A CONTRACT WITH WESTNET INC. FOR EQUIPMENT, SOFTWARE AND SERVICES FOR FIRST-IN STATION ALERTING SOLUTION

WHEREAS, in 2011, in effort to improve "turnout" time of fire and medical response, a number of Verdugo cities applied for and received a grant to install and implement a station alerting system, which provided a pre-alert to fire companies that a dispatch was on its way to the their station at least 15-20 seconds before the actual voice dispatch came through, so that the personnel could prepare to leave that much sooner; and

WHEREAS, in 2011 the Verdugo cities, after a competitive bid, secured Westnet Inc. equipment and software with installation to be performed by a different vendor and it is essential that all new Verdugo Fire agencies migrating to fire station alerting equipment must update their systems using the same solution already in use by the Verdugo Fire Communications Center for operational and technical consistency purposes and the City of Vernon is such a new agency; and

WHEREAS, the Fire Chiefs of the cities of Burbank, Glendale and Pasadena have agreed to advance the infrastructure costs related to the Fire Station Alerting system to facilitate City of Vernon's transition to Verdugo Fire Communications Center through funds available for the operation and maintenance of Verdugo and Vernon has agreed to repay for all expenses associated with the migration to Verdugo; and

WHEREAS, Glendale Charter Art. VI, Sec. 9 provides an exemption to competitive bidding for contracts with other governmental entities, or their contractors, for labor, materials, supplies or services and/or the Council determines it is in the best interests of the City to dispense with competitive bidding.

