



## REQUEST FOR PROPOSAL

BID NO. 680-0228-19A

## ALARM MANAGEMENT SERVICES

BID DUE DATE: 2 pm on February 28, 2019

## **I. GENERAL CONDITIONS**

- 1. General Information** - The Police Department of the City of Antioch, California, will receive bid responses at its building located at [300 L Street, Antioch, CA 94509](https://www.antiochca.gov/rfps/) on February 28, 2019 at 2 PM.

Questions relating to specifications or technical questions must be submitted via email to [dbittner@ci.antioch.ca.us](mailto:dbittner@ci.antioch.ca.us). Bidders are **NOT** to pursue City staff by telephone or in person.

Bids shall be made only on this bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, and bid title. Forms are available and may be secured by prospective bidders at the Antioch Police Department at 300 L Street, Antioch, CA 94509. Bids shall be written in ink, computer generated, or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened. Bids shall be signed by an authorized officer or employee of the bidder.

It is your responsibility to check back on the website for any addenda that may have been issued, prior to the bid/proposal due date. <https://www.antiochca.gov/rfps/>

- 2. Form of Bid** - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted.
- 3. Interpretation of Bids** - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a formal request to the Antioch Police Department for an interpretation thereof **prior** to the bid opening to the attention of Desmond Bittner at [dbittner@ci.antioch.ca.us](mailto:dbittner@ci.antioch.ca.us). The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum published on the City's website, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.
- 4. Addenda** - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the bidder responsibility to check the City of Antioch website, for any addenda that may have been issued prior to the bid/proposal due date.
- 5. Bid Opening** - Bids shall be delivered to the Police Department of the City of Antioch located at [300 L St. Antioch, 94509](https://www.antiochca.gov/rfps/) on or before the day and hour set for the opening of bids. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.
- 6. Late Bids** - Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.
- 7. No Bid** - If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise the vendor's name will be removed from the bidders list. If a bid is submitted without an amount, it will not be considered.

- 8. Award or Rejection** - The bid will be awarded to the lowest responsive and responsible bidder offering the best value to the City and will be announced by way of publishing to the City's website <https://www.antiochca.gov/rfps/>. Best value is based on all factors, including: cost (unit prices and total prices); contractor's ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency of contractor; quality of contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts and services, if applicable.

The City reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to the award. Estimated quantities are no guarantee of a certain quantity to be ordered by City. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders. If the bid is on an "all or nothing" basis, this must be stated on the bid form.

For the purpose of evaluating bids for multiple awards, the sum of \$175.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded. Individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.

- 9. Terms and Conditions** - The bidder shall not change the wording on the specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.
- 10. Brand Names** - The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.
- 11. Payment Terms** - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.
- 12. FOB Point** - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.
- 13. Approved Equal - Brand names and numbers, when used, are for reference to indicate the character or quality desired.** The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration if literature is submitted with the bid showing that the product is of equal or better quality and utility to that specified by the City. Determination of acceptability of any product shall be solely at the City's discretion.
- 14. Tax** - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes.

- 15. Samples** - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense unless retained by City for future comparison.
- 16. Inspection** - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.
- 17. Assignment** - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.
- 18. Warranty** - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall at the minimum: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within said 6 months following acceptance, Contractor shall be solely responsible for the correction of those defects.
- 19. Timely Delivery** - If indicated in the bid form, bidder shall indicate time of delivery as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by the City. Time of delivery may be a consideration in the award.
- Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.
- 20. Liquidated Damages** - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar days delay in finishing the contract.
- 21. Termination for Default** - The City may, by written notice of default to the vendor/contractor, terminate the contract in whole or in part should the vendor/contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor/contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**22. Termination for Convenience** - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the contractor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**23. Fiscal Year** - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

**24. Equal Opportunity** - Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation or any other prohibited basis under federal or state law, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**25. Business License** - The City of Antioch requires that any contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided.

**26. Governing Law** - This contract shall be construed and interpreted according to the laws of the State of California with venue for any action under this Agreement in Contra Costa County, California.

**27. Liabilities** - Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

**28. Right to Audit** - The City of Antioch reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

**29. Assignment** - In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from

the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

**30. Surety Bonds** - The Bidder is required to submit a bidder's bond if included on the Bid Form. Unless stated to the contrary in the Detailed Specifications, Contractor is required to provide the following surety bonds from an admitted and authorized surety in California in the full amount of the work to be performed:

- A Performance Bond.
- A Payment Bond.

**31. Prevailing Wage** - Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California.

To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

The City reserves the right to request and review the contractor's payroll records in the form of certified payroll records. In the event certified payroll records are requested, they are to be submitted via email to [dbittner@ci.antioch.ca.us](mailto:dbittner@ci.antioch.ca.us). Furthermore, Contractor is to submit two sets: one complete and one redacted of private information [On the second copy the name, address and social security number of the individual employees must be redacted (blacked out).]

**32. Appeals** - Any actual or prospective bidder, or contractor that has a grievance in connection with any City solicitation or award of contract may protest in writing pursuant to the provisions in Antioch Municipal Code section 3-4.03. Protestors are urged to seek resolution of their complaints initially with the using department.

**33. Contract Documents** - The work embraced herein shall be performed at the locations covered in this bid and in accordance with the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation. In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract, required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or enlarging upon the work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.

The Successful bidder shall be expected to agree to and comply with all terms addressed in the attached Sample Maintenance and Trade Services Agreement. The bidder shall not change the wording in the attached



specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Conditional bids cannot be accepted.

**34. Insurance** - Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

All certificates and endorsements must be emailed to [dbittner@ci.antioch.ca.us](mailto:dbittner@ci.antioch.ca.us), with the name of the contract clearly identified on the certificates and endorsements AND annual renewals automatically be generated and emailed as instructed.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01), Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California.
4. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

Additional requirements if applicable:

5. Builder's Risk: Completed value of the project with no coinsurance penalty provisions for construction project.
6. Professional Liability: \$1,000,000 as needed for design/build and other professional services.
7. Contractor's Pollution Liability: \$1,000,000 per occurrence \$2,000,000 policy aggregate if hazardous materials are involved.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Certificate of Insurance and Endorsements: Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by City.

Verification of Coverage: Contractor shall furnish the Entity with original certificates and amendatory **endorsements** affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.



## **II SPECIFICATIONS**

### **BACKGROUND:**

The City of Antioch is soliciting proposal packets from professional companies experienced and qualified to perform alarm management services for the City of Antioch Police Department. The alarm management services will be in accordance with City of Antioch Municipal Code – **Alarm Systems 4-14.01 – 4-14.19**.

**The complete City of Antioch Alarm Systems municipal code is attached**  
(This municipal code was repealed and reenacted by City Council on 2/5/19)

The City of Antioch's Alarm Systems municipal code provides requirements for alarm use registration and false alarm service charges. The annual alarm registration fee is currently \$30.00. There are no associated false alarm service charges for the first false alarm response in a calendar year. There is a false alarm service charge of \$100.00 for the second false alarm response in a calendar year. The \$100 false alarm service charge is waived if the alarm user completes a false alarm awareness class. A false alarm response service charge of \$205.00 is applied after the third false alarm response and each subsequent false alarm response (See the attached fee schedule for all alarm related fees and fines). In 2018, Antioch police officers responded to approximately 6,700 false alarms. The City's approximate population size is 115,000.

Qualified companies are invited to submit a proposal to the City no later than February 28, 2019 at 2:00pm.

### **PURPOSE AND SCOPE:**

The City of Antioch is seeking a professional and experienced company to manage alarm services, to collect annual registration information and related fees, collect late fees, false alarm fees, and to manage the program on-line and through the City's official website as described below. Proposals must address the following items in order by number.

#### **Alarm Management Services**

Specific responsibilities include, but are not limited to:

1. Manage and operate the notifications, billing (including on-line payment) and collections, registration applications and processing for residential and commercial alarm systems, as well as the notification and collection of fines and fees related to false alarms.
2. Create, maintain, and operate a web-based system accessed by a link on the City's website, which offers alarm training, education, permits, billings, information regarding the City's alarm ordinance, and collections, as well as depicting the City's alarm ordinance.
3. Allow for police staff to view residential and commercial alarm database to review information.
4. Customer service center (toll free) with representatives to answer customer

permit and billing questions, as well as answer questions regarding the alarm ordinance, billing, and alarm system operations. Explain how customer service works and how you verify the quality of your customer service.

5. Offer/provide online citizen education portal focused at reducing false alarms, as well as allow citizens to view their past false alarm record with no additional charges or fees for citizens to access or use. Explain all educational tools, system, and how it is used.
6. Allow for an E-mail notification system for education, resolution of issues, and increased compliance operated and maintained by the alarm management company.
7. Provide (as requested) the possibility to include inserts in City outreach methods to get the message out regarding alarm permits and information.
8. Provide (as requested) a model alarm ordinance and complimentary service to write any revisions to the City's alarm ordinance and to work with police staff and the City Attorney's Office to produce a workable version. Demonstrate substantial history of writing City ordinances with specific references.
9. No upfront costs or fees to the City. Company will collect all permit and false alarm fees.
10. Track alarm activations, false alarms, and notify and bill alarm owners when in violation of the City ordinance.
11. Provide an appeal process component with support for the appeals process as needed. Explain how the company handles appeals.
12. Return mail handling process. Explain the process.
13. Provide a 100% web-based system. Explain how all aspects of the alarm program will function within a 100% web-based system.
14. Prefer system for personal follow-up phone calls to citizens/companies late in making payments.
15. Explain the lock box bank options. How are the bank costs handled? If the company does this for collections, how does it work and how would it be paid for?
16. Demonstrate the ability to interface with the Antioch Police Department's current CAD and RMS system (Data 911).
17. Demonstrate the ability to interface with the Antioch Police Department's future CAD and RMS system (Mark 43).

18. Explain how the company will be able to accomplish all of the Alarm Administrator responsibilities outlined in the City of Antioch Municipal Code – **Alarm Systems 4-14.01 – 4-14.19.**

**CONTRACT LENGTH & EFFECTIVE DATES:**

This contract will be for a 1-year period tentatively starting April 1, 2019. The City of Antioch will perform monthly performance reviews. Upon a successful review, the vendor may be given the option to renew the contract for a period not to exceed three (3) additional years at the price quoted.

**CUSTOMER SERVICE & QUALITY ASSURANCE:**

Any work or assigned duties that are not performed to our standards and/or contractual agreement may result in delay, reduction or discount at the contractors expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the Chief of Police or designee/s.

**SELECTION PROCESS:** Enclosed is a copy of the City of Antioch's Maintenance and Trade Service Agreement. By submitting a proposal for this work, the bidder agrees to comply with all terms and conditions outlined in the agreement. It is anticipated that from the proposals submitted, City staff will be able to select the firm best suited to meet City needs. However, if that is not possible, the City will ask a "short list" of firms to meet with staff to discuss the project and the firm's proposal. The City will award the contract to the bidder the City determines is the best qualified and presents the overall best value to the City.

No compensation will be due for any preparation of a written proposal or for meeting with staff after a "short list" has been determined.

**SUBMISSION INSTRUCTIONS:**

The Bidder is required to submit at least 1 (one) unbound copy of their proposal.

**The price quoted shall include compliance with all specifications listed above.**

**IV. BID SUBMITTAL WORK SHEET - BID NO. 680-0228-19A**

**ALARM MANAGEMENT SERVICES**

Your Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Include the bid submittal pages (3 of 3), unattached, unstapled on the top of your proposal/submittal and attachments; retain all other bid related documents for your records.

City of Antioch  
ALARM MANAGEMENT SERVICES  
Bid No. 680-0228-19A

The undersigned bidder declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to bidders. The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

Does proposed bid conform to all requirements listed in this document and drawings? \_\_\_\_\_  
If NO, explain non-conforming specifications in detail on separate sheet.

Terms or Cash Discount (if other than net 30 days) \_\_\_\_\_

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_ FAX \_\_\_\_\_

Email Address \_\_\_\_\_

Contractor's License No. \_\_\_\_\_ Exp. Date \_\_\_\_\_

City of Antioch Business License No. \_\_\_\_\_ Exp. Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Bid must be in a sealed envelope with the bid number, closing date, and time on the outside envelope.**

DELIVER BID SUBMITTAL TO:

CITY OF ANTIOCH  
Police Department  
**BID NO. 680-0228-19A**  
300 L STREET  
ANTIOCH, CA 94509



**NON COLLUSION AFFIDAVIT**

*THIS PAGE MUST BE NOTARIZED*

City of Antioch

**ALARM MANAGEMENT SERVICES**

Bid No. 680-0228-19A

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

Subscribed and sworn to before me by:

\_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Bidder's Initials \_\_\_\_\_

# ORDINANCE NO. \_\_\_\_\_-C-S

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH, REPEALING AND REENACTING CHAPTER 14 OF TITLE 4 OF THE ANTIOCH MUNICIPAL CODE CONCERNING ALARM SYSTEMS

The City Council of the City of Antioch does ordain as follows:

**Section 1:** Chapter 14 of Title 4 of the Antioch Municipal Code is hereby repealed and replaced with the following:

### Sections:

- 4-14.01 Purpose.
- 4-14.02 Definitions.
- 4-14.03 Administration; Funding; Increases in Fees and Fines; Annual Evaluation.
- 4-14.04 Alarm Registrations Required; Terms; Fees and Fee Collection.
- 4-14.05 Registration Application; Contents.
- 4-14.06 Transfer of Registration Prohibited.
- 4-14.07 Duties of Alarm Users.
- 4-14.08 Audible Alarms; Restrictions, Abatement of Malfunctioning Alarm.
- 4-14.09 Registration and Duties of Alarm Installation Companies and Monitoring Companies.
- 4-14.10 Duties and Authority of the Alarm Administrator.
- 4-14.11 False Alarm Fines; Fees; Late Charges.
- 4-14.12 Notice to Alarm Users of False Alarms and Suspension of a Police Response.
- 4-14.13 Alarm Registration Suspension, Fees, Fines, Violation to Make Alarm Dispatch Request for Suspended Alarm Site.
- 4-14.14 Appeals of Determinations Regarding Alarm Registrations, Fees and Fines.
- 4-14.15 Reinstatement of Suspended Alarm Registrations.
- 4-14.16 Suspension of Police Response to Dispatch Requests from Certain Alarm Installation Companies and Monitoring Companies.
- 4-14.17 Police Department Response.
- 4-14.18 Confidentiality of Alarm Information.
- 4-14.19 Scope of Police Duty; Immunities Preserved.

### **4-14.01 PURPOSE AND INTENT.**

The City of Antioch Council finds and declares as follows:

- A. The vast majority of alarms to which the Police Department responds are False

Alarms and are reported to the Police by alarm companies.

B. Most False Alarms are the result of improper maintenance or improper or careless use of an Alarm System.

C. The public and Police Officers are subjected to needless danger when the Officers are called to respond to False Alarms.

D. Officers responding to False Alarms are not available to carry out other Police duties.

E. In the interest of using limited Police resources most effectively and efficiently, the number of False Alarms can and must be reduced.

F. The purpose of this Chapter is to reduce the dangers and inefficiencies associated with False Alarms and to encourage alarm companies and property owners to maintain the operational reliability, properly use Alarm Systems, and to reduce or eliminate False Alarm Dispatch Requests.

G. This Chapter governs systems intended to summon a Police response, establishes fees and fines, establishes a system of administration, sets conditions for the suspension of a Police response and establishes a public education and training program.

**4-14.02 DEFINITIONS.** For purposes of this Chapter, unless the particular provision or the context otherwise clearly requires, the definitions in this section shall govern the construction, meaning, and application of words and phrases used in this chapter.

**ALARM ADMINISTRATOR** means the Person or Persons designated by the Police Department to administer the provisions of this Chapter.

**ALARM AGREEMENT** means the legal contract or agreement by and between the Alarm Installation Company and/or Monitoring Company and the Alarm User.

**ALARM AGREEMENT HOLDING COMPANY** means the Alarm Installation Company or Monitoring Company that holds the Alarm Agreement with the Alarm User

**ALARM CONFIRMATION (AC)** means that prior to the monitoring company or alarm user making a burglar Alarm Dispatch Request they have confirmed that the alarm activation is likely a result of criminal activity or an emergency condition.

**ALARM DISPATCH REQUEST** means a notification to the Police Department that an alarm, either manual or automatic, has been activated at a particular Alarm Site.

**ALARM INSTALLATION COMPANY** means a Person in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, moving or installing an Alarm System at an Alarm Site for compensation, and includes individuals or firms that install and service

Alarm Systems used in a private business or proprietary facility.

**ALARM REGISTRATION** means a registration and unique Number issued by the Alarm Administrator to an Alarm User, which authorizes the operation of an Alarm System.

**ALARM RESPONSE MANAGER (ARM)** means a Person designated by an Alarm Installation Company and Monitoring Company to handle alarm issues for the company and act as the primary point of contact for the City's Alarm Administrator.

**ALARM SITE** means a location served by one or more Alarm Systems. In a multi-unit building or complex, each unit shall be considered a separate Alarm Site if served by a separate Alarm System. In a single unit building that houses two or more separate businesses with separate Alarm Systems, each business will be considered a separate Alarm Site.

**ALARM SYSTEM** means a device or series of devices, which emit or transmit an audible or remote visual or electronic alarm signal, which is intended to summon Police response. The term includes hardwired systems, surveillance cameras and systems interconnected with a radio frequency method such as cellular or private radio signals, and includes Local Alarm Systems, but does not include an alarm installed in a motor vehicle or a system which will not emit a signal either audible or visible from the outside of the building, residence or beyond, but is designed solely to alert the occupants of a building or residence.

**ALARM USER** means any Person who has contracted for Monitoring, repair, installation or maintenance service for an Alarm System from an Alarm Installation Company or Monitoring Company, or who owns or operates an Alarm System which is not monitored, maintained or repaired under agreement.

**ALARM USER AWARENESS CLASS** means a class conducted for the purpose of educating Alarm Users about the responsible use, operation, and maintenance of Alarm Systems and the problems created by False Alarms.

**ALARM USER LIST** means a list provided by the Alarm User's Alarm Installation Company or if no Alarm Agreement exists between the Alarm User and an Alarm Installation Company, the Alarm User's Monitoring Company.

**ARMING STATION** means a device that controls an Alarm System.

**AUTOMATIC VOICE DIALER** means any electronic, mechanical, or other device which, when activated, is capable of being programmed to send a prerecorded voice message to the Police Department or City requesting an officer dispatch to an Alarm Site.

**BURGLAR ALARM** means an alarm intended to identify the presence of an intruder in either a business or residence.

**BUSINESS LICENSE** means a Business License issued by the City of Antioch Business

License division to an Alarm Installation Company or Monitoring Company to conduct business in the City.

**CANCELLATION** means the termination of a Police response to an Alarm Site after an Alarm Dispatch Request is made but before an officer's arrival at the Alarm Site.

**CONVERSION OF ALARM USER** means the transaction or process by which one Alarm Installation Company or Monitoring Company begins the servicing or monitoring of a previously unmonitored Alarm System or an Alarm System that was previously serviced or monitored by another alarm company.

**CITY** means City of Antioch.

**DURESS ALARM** means a silent Alarm System signal generated by the entry of a designated code into an Arming Station in order to signal that the Alarm User is being forced to turn off the system and requires an officer response.

**ENHANCED CALL CONFIRMATION (ECC)** means an attempt by the Monitoring Company, or its representative, to contact the Alarm Site and/or Alarm User and/or the Alarm User's designated representatives by telephone and/or other electronic means, whether or not actual contact with a Person is made, to determine whether an alarm signal is valid before requesting a Police Burglar Alarm Dispatch, in an attempt to avoid an unnecessary Alarm Dispatch Request. For the purpose of this Chapter, telephone confirmation shall require, as a minimum that a second call be made to a different number, if the first attempt fails to reach an Alarm User who can properly identify themselves to determine whether an alarm signal is valid before requesting an officer dispatch. Names and numbers of those contacted or attempted to contact, shall be provided when requested.

**FALSE ALARM** means an Alarm Dispatch Request to the Police Department, which results in the responding officer finding no evidence of a criminal offense or attempted criminal offense after completing an investigation of the Alarm Site.

**HOLDUP ALARM** means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress.

**LOCAL ALARM SYSTEM** means an unmonitored Alarm System that annunciates an alarm only at the Alarm Site or is a self-monitored Alarm Site.

**MONITORING** means the process by which a Monitoring Company receives signals from an Alarm System and relays an Alarm Dispatch Request to the Police Department.

**MONITORING COMPANY** means a Person in the business of providing Monitoring services.

**ONE PLUS DURESS ALARM** means the manual activation of a silent alarm signal by entering a code that adds one number to the last digit of the normal arm/disarm code (e.g., normal code = 1234, one plus duress code = 1235).

**PANIC ALARM** means an Alarm System signal generated by the manual activation of a device intended to signal an emergency situation requiring an officer response.

**PERSON** means an individual, corporation, limited liability company, partnership, association, organization or similar entity.

**POLICE** means the Antioch Police Department.

**POLICE CHIEF** means the Police Chief of the Antioch Police Department or his designee.

**PROTECTIVE OR REACTIVE ALARM SYSTEM** means an Alarm System that produces a temporary disability or sensory deprivation through use of chemical, electrical, sonic or other means, including use of devices that obscure or disable a Person's vision.

**REGISTRATION NUMBER** means a unique individual number assigned to an Alarm User as part of Alarm Registration issued by the Police Department.

**RESPONSIBLE PARTY** means a Person capable of appearing at the Alarm Site upon request who has access to the Alarm Site, the code to the Alarm System and the authority to approve repairs to the Alarm System.

**ROBBERY ALARM** means an alarm signal generated by the manual or automatic activation of a device, or any system, device or mechanism on or near the premises intended to signal that a robbery is in progress and that a Person is in need of immediate Police assistance in order to avoid bodily harm, injury or death. The term has the same general meaning as "Holdup Alarm or Duress Alarm."

**TAKEOVER** means the transaction or process by which an Alarm User takes over control of an existing Alarm System that was previously controlled by another Alarm User.

**ZONES** mean a division of devices into which an Alarm System is divided to indicate the general location from which an Alarm System signal is transmitted.

**4-14.03 ADMINISTRATION; FUNDING; INCREASES IN FEES AND FINES; ANNUAL EVALUATION.**

(A) Responsibility for administration of this Chapter is vested with the Police Department.



(B) The Police Department shall designate an Alarm Administrator to carry out the duties and functions described in this section.

(C) Monies generated by fees and fines assessed pursuant to this section shall be deposited into the City's General Fund.

(D) The amount of the fees and fines set forth in this section shall be specified in the City Master Fee Schedule, which may only be revised by a duly-adopted resolution of the City Council. For purposes of this subsection, "fees" include any type or class of fee and includes late charges.

(E) The Alarm Administrator shall conduct an annual evaluation and analysis of the effectiveness of this Chapter and identify and implement system improvements as warranted.

#### **4-14.04 ALARM REGISTRATIONS REQUIRED; TERMS; FEES AND FEE COLLECTION.**

(A) An Alarm User shall not operate, or cause to be operated, any Alarm System without a valid Alarm Registration. A separate Alarm Registration is required for each Alarm Site having a distinct address or business name. A registration fee including a completed Alarm Registration application shall be received and approved by the Alarm Administrator prior to any Alarm System activation. A thirty (30) day grace period shall be granted from the date of all new alarm installations or takeovers between two alarm users, to accommodate the registration application process.

(B) Owners of Local Alarm Systems are required to adhere to all sections of this Chapter and are subject to all fees, fines, suspensions, penalties or other requirements that are applicable.

(C) The fee for a new initial Alarm Registration and the Alarm Registration renewal fee shall be collected by the Alarm Administrator.

(D) Existing Alarm Systems:

1. Any Alarm System that has been installed before the effective date of this Ordinance shall be registered and a registration fee collected by the Alarm Administrator.

a. The Alarm Agreement Holding Company shall provide to the Alarm Administrator within forty (40) days of the effective date of this Ordinance, an Alarm User List of existing Alarm Users in the City, in a format approved by the Alarm Administrator, including name, address, billing address and telephone number.

b. The Alarm Agreement Holding Company may apply to the Alarm Administrator for an extension of the time limit in subsection (a) based on extenuating

circumstances.

2. The Alarm Agreement Holding Company may, through a mutual written agreement, have another Alarm Company provide the Alarm User's list.

(E) New Alarm Systems:

1. Any Alarm Installation Company that installs an Alarm System on premises located within the City of Antioch shall notify the Alarm Administrator within twenty (20) days that an Alarm System has been installed and send the Alarm Administrator the required information.

2. In the case of self-installed alarm systems that are to be monitored by a Monitoring Company, the Monitoring Company shall act as the Alarm Installation Company regarding the duties to notify the Alarm Administrator.

3. Failure of an Alarm Installation Company to notify the Alarm Administrator of a new Alarm System installation within twenty (20) days of installation shall result in a fine as established by resolution of the city council to be imposed on the Alarm Installation Company.

4. The initial Alarm Registration fee shall be collected by the Alarm Administrator. Failure of the Alarm User to submit an application and registration fee within the thirty (30) days after notice shall result in the Alarm System being classified as non-registered and late charges being assessed.

(F) Alarm Registration and Renewal Fees

1. An Alarm Registration shall expire one year from the date of issuance and must be renewed annually by the Alarm User. The Alarm Administrator shall notify the Alarm User of the need to renew the registration thirty (30) days prior to the expiration of the registration. It is the responsibility of the Alarm User to submit the updated information and renewal fees prior to the registration expiration date. Failure to renew shall be classified as use of a non-registered Alarm System and subject the Alarm Site to a suspension and late charge.

2. Registration fees shall be collected annually based on a one-year registration period. The amount of the registration and renewal fees required are established by resolution of the City Council.

(G) Late charge. Alarm Users who fail to make payment for an Alarm Registration prior to the registration's expiration date will be assessed a late charge as established by resolution of the City Council.

(H) Refunds. No refund of a registration fee or registration renewal fee will be made.

(I) Upon receipt of a completed Alarm Registration application form and the Alarm

Registration fee, the Alarm Administrator shall issue a Registration Number or Alarm Registration renewal to the applicant unless:

1. The applicant has failed to pay any fee or fine assessed under this chapter;
- or
2. An Alarm Registration for the Alarm Site has been suspended, and the condition causing the suspension has not been corrected; or
  3. The Alarm Installation Company and/or the Monitoring Company listed on the registration application are not in possession of a current valid State of California Department of Consumer Affairs Alarm Company Operators License.
  4. Any false statement of a material fact made by an applicant for the purpose of obtaining an Alarm Registration shall be sufficient cause for refusal to issue an Alarm Registration.

(J) Exceptions.

1. Government entities (including but not necessarily limited to the City, County, State, Federal and School Districts) and places of worship, must obtain Alarm Registrations for all Alarm Systems on property under their control within the boundaries of Antioch, but are exempt from payment of Alarm Registration and renewal fees.
2. All registration-fee-exempted alarm sites are required to obtain and maintain a valid Alarm Registration for a Police response and are exempt from all other fees, fines and suspension enforcements.
3. A fee/fine-exempted alarm site may lose its exempt status at the discretion of the Police Chief, if it fails to maintain the operational reliability of the Alarm system or refuses to work with the Alarm Administrator or City in reducing or eliminating False Alarm Dispatch Requests.

**4-14.05 REGISTRATION APPLICATION; CONTENTS.**

An application for an Alarm Registration must be in a format provided by the Police Department. The information required on such forms shall be determined by the Alarm Administrator. Registration applicants acknowledge that the Police response may be influenced by factors including, but not limited to, the availability of officers, priority of calls, traffic conditions, weather conditions, emergency conditions, prior alarm history, administrative actions and staffing levels.

**4-14.06 TRANSFER OF REGISTRATION PROHIBITED.**

(A) An Alarm Registration cannot be transferred to another Person or Alarm Site. An Alarm User shall inform the Alarm Administrator and their Alarm Company of any change to the information listed on the Alarm Registration application within ten (10) business days after such change.

(B) Exceptions may be made when the transfer proposed involves an Alarm User moving to another residence in the City of Antioch or when the transfer is among members of the family of the original registration holder or successors in interest to the property for which the Alarm Registration has been issued.

#### **4-14.07 DUTIES OF ALARM USERS.**

(A) An Alarm User shall:

1. Maintain the Alarm Site and the Alarm System in a manner that will minimize or eliminate False Alarms;

2. Make every reasonable effort to arrive at the Alarm System's location within thirty (30) minutes after being requested by the Monitoring Company or Police Department in order to:

a. Deactivate an Alarm System;

b. Provide access to the Alarm Site; and/or

c. Provide alternative security for the Alarm Site.

3. Provide his, her, or its Monitoring Company with the updated names and telephone numbers of at least two individuals who are able and have agreed to:

a. Receive notification of an Alarm System activation at any time;

b. Respond to the Alarm Site at any time; and

c. Provide access to the Alarm Site and deactivate the Alarm System, if necessary.

4. Not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was intended to report.

5. Notify his, her, or its Monitoring Company of any suspension of Police response (as provided for under this Chapter) and request that the Monitoring Company not make an Alarm Dispatch Request.

(B) No Person shall operate or cause to be operated any Automatic Voice Dialer which, when activated, uses a telephone device or attachment to automatically dial a telephone line leading into the Police Department or the City and then transmit any pre-recorded message or signal.

(C) An Alarm User shall keep a set of written operating instructions for each Alarm System at each Alarm Site.

#### **4-14.08 AUDIBLE ALARMS; RESTRICTIONS, ABATEMENT OF MALFUNCTIONING ALARM.**

(A) No Alarm System shall emit a sound resembling an emergency vehicle siren or civil defense warning. The Chief of Police shall make the final determination regarding any question of an audible alarm within this section.

(B) After the effective date of this ordinance no one shall install, modify or repair an Alarm System in the City of Antioch that has a siren, bell or other signal that is audible from any property adjacent to the Alarm Site that sounds for longer than fifteen (15) consecutive minutes after the alarm is activated, or that repeats the fifteen (15) minute audible cycle more than two consecutive times during a single armed period.

(C) In the event that an audible alarm is activated and fails to reset itself or continues to activate for more than sixty (60) minutes and the responsible person listed on the Alarm Registration or other responsible person cannot or will not respond and silence the alarm, and the continued activation of the alarm is creating a disturbance, the Police Department may cause the alarm to be silenced in a manner determined appropriate for the circumstances. The Alarm User shall be held responsible for the actual costs involved to abate the malfunctioning alarm. The City, its employees or agents shall not be responsible or liable for damage resulting from such disconnection.

#### **4-14.09 REGISTRATION AND DUTIES OF ALARM INSTALLATION COMPANIES AND MONITORING COMPANIES.**

(A) Registration.

1. No alarm company operator or alarm agent, as defined by the California Business and Professions Code 7590, shall install, maintain, or repair any alarm system within the City unless the alarm company operator or alarm agent has, prior to performing such work, obtained a City Business License.

2. Each Alarm Installation Company and Alarm Monitoring Company must designate one individual as the Alarm Response Manager (ARM) for the company. The individual designated as the ARM must be knowledgeable of the provisions of this Chapter, as well as have the knowledge and authority to deal with False Alarm issues and respond to requests from the

Alarm Administrator. The name, contact number, and email address of the ARM shall be provided to the Alarm Administrator. Failure to comply within thirty (30) days after being notified in writing from the Alarm Administrator may result in the suspension of Police Department response to Alarm Dispatch Requests from the non-complying Alarm Installation Company or Monitoring Company.

3. Each Alarm Installation Company shall provide the name, address and phone number of any Monitoring Company it is using to monitor its Alarm Sites within the City, and Monitoring Companies shall do the same for Alarm Installation Companies that use their monitoring services within the City. Each Alarm Installation Company conducting business in the city and each Monitoring Company conducting business in the city shall possess a current city business license as required by this code.

(B) Alarm Installation Companies shall:

1. Upon the installation or activation of an Alarm System, the Alarm Installation Company shall distribute to the Alarm User information summarizing:

a. The applicable law relating to False Alarms, including the Registration Fee and the potential for fines and suspension of an Alarm Registration;

b. How to prevent False Alarms; and

c. How to operate the Alarm System.

2. After the effective date of this Ordinance, Alarm Installation Companies shall not program Alarm Systems so that they are capable of sending One Plus Duress Alarms. Monitoring Companies may continue to report One Plus Duress Alarms received from Alarm Systems programmed with One Plus Duress Alarms installed prior to the effective date of this Ordinance.

3. After the effective date of this Ordinance, Alarm Installation Companies shall not install, modify or repair "single action" devices for the activation of Hold-up, Robbery or Panic Alarms. New devices shall require two actions or an activation time delay to provide more positive assurance that the user intends to activate the device.

4. All audible Alarm Systems shall include a device which will limit the duration of the audible alarm to a period of not more than fifteen (15) minutes per activation.

5. An Alarm Installation Company shall not use an Automatic Voice Dialer for any Alarm System which, when activated, uses a telephone device or attachment to automatically dial a telephone line leading into the Police Department or the City and then transmit any pre-recorded message or signal.



6. Ensure that Alarm Users of Alarm Systems equipped with a Duress, Robbery, Holdup or Panic Alarm have been provided adequate training as to the proper use of the Alarm System's operation and function.

7. All Alarm Systems shall be supplied with an uninterrupted power supply in such a manner that the failure or interruption of the normal electric utility service for a period of up to four (4) hours will not activate the Alarm System.

(C) A Monitoring Company shall:

1. Report alarm signals by using telephone numbers or procedure designated by the Alarm Administrator or other approved communication processes.

2. Immediately make an Alarm Dispatch Request on all Robbery, Holdup, and Duress alarm signals.

3. Employ Alarm Confirmation (AC) on all Burglar Alarm Dispatch Requests. Failure to employ AC shall result in a fine as established by resolution of the City Council. Alarm Confirmation may be one of the following:

a. The monitoring company has contacted the Alarm Site and/or Alarm User and/or the Alarm User's designated representatives by telephone and/or other electronic means and spoken to a person who believes the alarm signal is not a False Alarm and is requesting a Police response; or

b. The alarm site is equipped with an interior or exterior video or audio monitored remotely by the monitoring company or the alarm user, and it can be seen or heard that a criminal act has occurred or is occurring, requiring a Police response; or

c. The alarm site is equipped with a control panel which has confirmed that a glass break sensor has been triggered or at least two (2) independent zones, (e.g., an exterior perimeter and an interior zone) have been triggered and the monitoring company has completed Enhanced Call Confirmation (ECC) to the alarm user; or

d. The alarm is an older system and not in compliance with the two (2) independent zone standards, therefore, the monitoring company has received two (2) or more alarm signals during the same alarm event period and has completed the Enhanced Call Confirmation (ECC).

The Antioch Police Department may refuse to accept an Alarm Dispatch Request from a Monitoring Company that has failed to comply with the procedures required by Alarm Confirmation. This subsection becomes effective Ninety (90) days after the effective date

of this Ordinance.

4. On all Panic Alarms make a least one attempt to contact the Alarm Site and/or Alarm User by telephone and/or other electronic means, whether or not actual contact with a person is made, to determine whether a Panic Alarm signal is valid before requesting an Alarm Dispatch, in an attempt to avoid an unnecessary Panic Alarm Dispatch Request.

5. Communicate Alarm Dispatch Requests to the Police Department in a manner and form determined by the Alarm Administrator.

6. Communicate Cancellations to the Police Department in a manner and form determined by the Alarm Administrator.

7. Communicate all available Zone activations information (north, south, front, back, door, window etc.) about the location of an alarm signal(s) as part of an Alarm Dispatch Request.

8. Communicate the type of alarm activation (silent or audible, interior or perimeter), if available, on any Alarm Dispatch Request.

9. Notify Communications (Dispatch) of any Alarm Site that it knows, or reasonably should know has guard dog(s), pets or is fitted with a Protective-Reactive Alarm System. During any alarm at such a site, a Responsible Party must be contacted and confirm that he or she will respond to the Alarm Site to disarm the device or take control of the guard dog(s).

10. After an Alarm Dispatch Request, promptly advise the Police Department if the Monitoring Company knows that the Alarm User or a Responsible Party is on the way to the Alarm Site;

11. Each Monitoring Company must maintain, for a period of at least one (1) year after the date of an Alarm Dispatch Request, all records relating to the Alarm Dispatch Request. Records must include the name, address and telephone number of the Alarm User, each Alarm System zone activated, the time of Alarm Dispatch Request and evidence of all attempts to verify. The Alarm Administrator may request copies of such records for any individual Alarm User. If the request is made within sixty (60) days after an Alarm Dispatch Request, the Monitoring Company shall furnish requested records within three (3) business days after receiving the request. If the records are requested between sixty (60) days and one (1) year after an Alarm Dispatch Request, the Monitoring Company shall furnish the requested records within thirty (30) days after receiving the request.

12. Each Monitoring Company shall, upon request, immediately provide the Police Department with the names and phone numbers of the Alarm User's emergency contacts at the time of each Alarm Dispatch Request.

(D) Conversion of Alarm Users. An Alarm Installation Company or Monitoring Company that converts the servicing of any Alarm System account from another company shall notify the Alarm Administrator of such conversion and shall make a reasonable effort to provide to the Alarm Administrator, within sixty (60) days from the date of conversion, an Alarm User List of the converted accounts, in a format acceptable to the Alarm Administrator.

#### **4-14.10 DUTIES AND AUTHORITY OF THE ALARM ADMINISTRATOR.**

(A) The Alarm Administrator shall:

1. Designate the manner and form of Alarm Dispatch Requests and the telephone numbers and/or communication process that are to be used for such requests; and
2. Establish a procedure to accept Cancellation of Alarm Dispatch Requests.

(B) The Alarm Administrator shall establish a procedure to acquire and record information on Alarm Dispatch Requests.

(C) The Alarm Administrator shall establish and implement a procedure to notify the Alarm User of a False Alarm. The notice shall include the following:

1. The date and time of an officer's response to the False Alarm; and
2. Any False Alarm fine incurred.

(D) The Alarm Administrator may require that a conference be held with an Alarm User and the Alarm Installation Company or Monitoring Company responsible for repairing or monitoring of the Alarm System to review the circumstances of each False Alarm. The conference may be held in Person or through a conference telephone call, at the Alarm Administrator's discretion. Failure to participate may result in suspension of the Alarm Registration, as indicated by the facts of the case.

(E) The Alarm Administrator may establish an Alarm User Awareness Class. The Alarm Administrator may request the assistance of associations, alarm companies and law enforcement agencies in developing and implementing the class. The class shall inform Alarm Users of the Alarm Ordinance; problems created by False Alarms and teach Alarm Users how to avoid creating False Alarms.

(F) If a false Robbery, Holdup or Panic Alarm has occurred and the alarm was triggered using a single action, non-recessed device, the Alarm Administrator may consider a waiver or partial waiver of the False Alarm fine, if action is taken by the Alarm User to remove or replace the single action, non-recessed device.

(G) The Alarm Administrator shall make a copy of this Ordinance and/or an ordinance summary sheet available to each Alarm User.

(H) The Alarm Administrator may use electronic means to communicate with Alarm Users, Alarm Installation Companies and Monitoring Companies when applicable or when requested by the recipient and at the Alarm Administrators discretion.

#### **4-14.11 FALSE ALARM FINES; FEES; LATE CHARGES.**

(A) The Alarm Administrator may assess the Alarm User a fine for a False Alarm occurring at that Alarm User's Alarm Site. The amount of said fines for the listed categories shall be established by City Council and may be subsequently amended by resolution of the City Council.

(B) If a False Alarm fine is not paid within thirty (30) days after the invoice is mailed, a late charge as established by resolution of the City Council shall be imposed.

(C) Fines for False Alarms from Non-Registered Alarm Systems. For person(s) operating a Non-Registered Alarm System incurring a False Alarm, fines shall be imposed as established by resolution of the City Council.

(D) If Cancellation of a Police response occurs prior to the officer's arrival at the Alarm Site, the response is not considered a False Alarm and no False Alarm fine will be assessed.

(E) The Alarm Installation Company shall be assessed a fine in an amount established by resolution of the City Council if the police respond to a False Alarm and determine that an on-site employee of the Alarm Installation Company directly caused the False Alarm. Such False Alarms are not included in the total number of False Alarms for the Alarm User, nor is the Alarm User to be held liable for any False Alarm fine resulting from such alarm activation.

(F) A fine in an amount established by resolution of the City Council shall be imposed against any Monitoring Company that fails to verify Alarm System signals as required in subsection 4-14.09 (C) of this Chapter.

(G) Notice of the right of appeal under this ordinance will be included with notice of any fine.

(H) All registration fees, renewal registration fees or fines assessed under this section are due within thirty (30) days of written notice unless otherwise noted. A late charge in an amount established by resolution of the City Council shall be imposed for each individual fee or fine due that is not paid within thirty (30) days.

(I) The Alarm Administrator will charge a False Alarm fine after the second False Alarm during the Alarm User's one-year registration period. A False Alarm fine will be charged

for each subsequent False Alarm during the Alarm User's one-year registration period. The Alarm Administrator may waive the False Alarm fine pending the successful completion of the Online Alarm User Awareness Class available through the Alarm Administrator. In order to have the fine waived, the Alarm User shall have successfully completed the class within thirty (30) days of the fine notice. Alarm Users without online access may request the online school and test be mailed to them. Reasonable additional time to complete the Alarm User Awareness Class shall be allowed for mail delivery.

**4-14.12 NOTICE TO ALARM USERS OF FALSE ALARMS AND SUSPENSION OF A POLICE RESPONSE.**

(A) The Alarm Administrator shall notify the Alarm User in writing or by other electronic means after each False Alarm. The notice shall include the amount of the fine for the False Alarm, the fact that Police response to further alarms may be suspended after the fourth False Alarm during the Alarm User's one-year Alarm Registration period and that the Alarm User has the right to appeal.

(B) The Alarm Administrator shall notify the Alarm User in writing thirty (30) days beforehand that a Police Department response to further alarms is to be suspended. The right of appeal under this Ordinance shall be included with the notice. The notice of suspension shall also include the amount of any fees and/or fines due and a description of the reinstatement process.

**4-14.13 ALARM REGISTRATION SUSPENSION, FEES, FINES, VIOLATION TO MAKE ALARM DISPATCH REQUEST FOR SUSPENDED ALARM SITE.**

(A) The Alarm Administrator shall notify the Police Department of each Alarm User whose Alarm Registration qualifies for suspension under this section. The Alarm Administrator may suspend an Alarm Registration if it is determined that:

1. There is a false statement of a material fact in the registration application;  
or

2. The Alarm User has had four or more False Alarms within the one-year registration period, except that the Alarm Administrator may waive a suspension of a registration upon receipt of documented work orders showing reasonable attempts to repair the Alarm System prior to the notice of suspension.

3. The Alarm User fails or refuses to pay an Alarm Registration or Alarm Registration Renewal fee, False Alarm fine, late charge, or any other fee, fine, or charge assessed under this section.

(B) It is a violation of this section for a Person to operate an Alarm System during the period in which the Alarm Registration is suspended. It is a violation of this Chapter for a Monitoring Company to make an Alarm Dispatch Request to an Alarm Site after the Monitoring Company's Alarm Response Manager (ARM) has been notified by electronic mail by the Alarm

Administrator that the registration for that Alarm Site has been suspended. A grace period of five (5) business days after the ARM's notification shall be granted the Monitoring Company to comply. The Alarm Monitoring Company shall be assessed a fine in an amount established by resolution of the City Council for requesting an Alarm Dispatch Request on a suspended Alarm Site.

(C) False Alarm Fines under Suspension status. In addition to the fines set forth in subsection 4-14.11(A), a supplemental fine is hereby imposed upon any Person operating a suspended Alarm System. The amount of said fines shall be established by resolution of the City Council.

(D) It shall be the responsibility of the Alarm User to notify their respective Alarm Monitoring Company of their suspension status. An Alarm User shall be held financially accountable for all false alarm fines incurred except as noted in subsection 4-14.11 (F).

(E) Unless there is a separate indication that there is a crime in progress, the Police Department may or may not dispatch an officer to an Alarm Site for which an Alarm Registration is suspended.

#### **4-14.14 APPEALS OF DETERMINATIONS REGARDING ALARM REGISTRATIONS, FEES AND FINES.**

(A) If the Alarm Administrator assesses a fee or fine, suspends an Alarm Registration or denies the issuance, renewal or reinstatement of an Alarm Registration, the Alarm Administrator shall send notice of the action and a statement of the right to appeal to the affected applicant, Alarm User, Alarm Installation Company or Alarm Monitoring Company.

(B) The applicant, Alarm User, Alarm Installation Company or Alarm Monitoring Company may appeal any action described in subsection (A) above to the Police Chief by setting forth in writing the reasons for the appeal and delivering the appeal to the Police Chief within thirty (30) days after receipt of notice of the action. Failure to deliver the appeal within that time period is a waiver of the right to appeal.

(C) The procedure for an appeal to the Police Chief is as follows:

1. The applicant, Alarm User, Alarm Installation Company or Monitoring Company may file a written request for appeal by setting forth the reasons for the appeal. The appeal must be entitled "Appeal from Alarm Administrator's Action."

2. The Police Chief shall conduct a review of the appeal and render a decision within thirty (30) days after the Police Department's receipt of the request for appeal and shall consider the evidence submitted by the appealing party and the Alarm Administrator. The Police Chief must base the decision on the preponderance of evidence presented and the decision shall

affirm or reverse the decision or action taken by the Alarm Administrator.

3. Filing of an appeal stays any action by the Alarm Administrator to suspend an Alarm Registration or require the payment of a fee or fine until the appeal process has been exhausted. This provision applies only to the action of the Alarm Administrator that is the subject of the appeal. This provision does not operate as a bar to enforcement action on violations of this section that occur thereafter.

(D) The Alarm Administrator or the Police Chief, may adjust the count of False Alarms or assessed fees based on:

1. Evidence that a False Alarm was caused by action of a communications service's provider (i.e. telephone, cellular, cable company);

2. Evidence that a False Alarm was caused by a power outage of more than four (4) hours or severe weather such as an earthquake, flooding, or excessive winds.

3. Evidence that an Alarm Dispatch Request was not a False Alarm; or

4. The occurrence of multiple alarms within a 24-hour period, which may be considered as one False Alarm if the Alarm User has taken corrective action, unless the False Alarms are directly caused by the Alarm User.

(E) The Alarm Administrator may waive all or part of a False Alarm fine due to extenuating circumstances or to encourage corrective action with supervisor approval.

#### **4-14.15 REINSTATEMENT OF SUSPENDED ALARM REGISTRATIONS.**

(A) On the suspension of an Alarm Registration, an Alarm User whose Alarm Registration has been suspended may obtain reinstatement of the registration by the Alarm Administrator if the Alarm User:

1. Pays, or otherwise resolves, all outstanding fees, fines, and other charges;

2. Submits a written notice from an Alarm Installation Company stating that the Alarm System has been inspected and repaired (if necessary) by the Alarm Installation Company;

3. The Alarm User successfully completes an Alarm User Awareness Class and test.

(B) The Police Department shall reinstate its response to an Alarm Site as soon as is practicable after receiving notice of reinstatement from the Alarm Administrator. The Alarm User and Monitoring Company shall take notice that the Alarm Site has been officially reinstated only

after receiving notice from the Alarm Administrator of that fact. It shall be the responsibility of the Alarm User to verify that his, her, or its registration status and future police response has been properly restored.

**4-14.16      SUSPENSION OF POLICE RESPONSE TO DISPATCH REQUESTS FROM CERTAIN ALARM INSTALLATION COMPANIES AND MONITORING COMPANIES.**

(A)      The Police Chief may suspend Police response to an Alarm Dispatch Request from an Alarm Installation Company or Monitoring Company if it is determined that:

1.      There is a violation of this chapter by the Alarm Installation Company or Monitoring Company and the condition causing the violation has not been corrected and/or;

2.      The Alarm Installation Company or Monitoring Company has failed to pay any fee, fine, or other charge assessed under this section, more than sixty (60) days after the fee, fine, or other charge is due.

(B)      The Police Department may not respond to any Alarm Dispatch Request where the Alarm Installation Company or Monitoring Company who installed or monitors that alarm has failed to comply with California licensing requirements or failed to maintain a valid copy of the State of California Department of Consumer Affairs Alarm Company Operators License.

(C)      A suspension of Police response made pursuant to this subsection is subject to the appeal process provided for within this Chapter. In addition, the Alarm Administrator has the ability to accept a workable solution from the affected party prior to an appeal. The affected party has sixty (60) days after the written notice of suspension before Police response is suspended to its alarm customers.

(D)      The Alarm Administrator shall notify all known Alarm Users subscribing to an Alarm Installation Company or an Alarm Monitoring Company that the Police Department has suspended response to the company's Alarm Dispatch Requests.

**4-14.17      POLICE DEPARTMENT RESPONSE.**

A.      Subject to the suspension provisions in section 4-14.13 above and the discretion discussed in section 4-14.19 below, the Police Department at its discretion will respond to all "in progress" Robbery, Holdup, Duress, Panic or Burglar Alarms as promptly as possible, taking into account pending calls for service and any policy establishing priority of dispatched calls following notification of the receipt of the alarm from the Monitoring Company. Police supervisors may, in their discretion, cancel a Police response to any or all alarms based on weather or other factors



affecting Police service needs.

B. The Police Chief may re-prioritize assignment of Burglar Alarms and response time at any time during a 24-hour period as may be necessary due to the service needs of the community.

#### **4-14.18 CONFIDENTIALITY OF ALARM INFORMATION.**

All information contained in documents gathered through Alarm Registrations, the submission of customer lists, the alarm appeal process and records relating to Alarm Dispatch Requests must be held in confidence by all employees of the Alarm Administrator and City. Such information is proprietary and is hereby declared confidential and not a public record. Absent special circumstances, such information must not be released to the public or any Person other than a law enforcement agency or the applicable Alarm User, Alarm Installation Company or Alarm Monitoring Company except pursuant to court order. Per California Government Code 6254(f)

#### **4-14.19 SCOPE OF POLICE DUTY; IMMUNITIES PRESERVED.**

The issuance of Alarm Registrations does not create a contract between the Police Department and/or the City and any Alarm User, Alarm Installation Company or Monitoring Company, nor does it create a duty or obligation, either expressed or implied, on the Police Department to respond to any alarm. Any and all liability and consequential damage resulting from the failure of the Police Department to respond to an Alarm Dispatch Request is hereby disclaimed and full governmental immunity as provided by law is retained. By applying for an Alarm Registration, the Alarm User acknowledges that the Police Department response is influenced by the availability of officers, priority of calls, traffic conditions, weather conditions, emergency conditions, staffing levels, prior response history and administrative actions.

## ALARM FEE SCHEDULE

<b>ALARM USERS</b>	<b>FEEs</b>	<b>ORDINANCE SECTION</b>
Registration and Renewal	\$30.00	<b>4-14.04 (F)(2)</b>
	<b>FINES</b>	
Registration late charge	\$15.00	<b>4-14.04 (G)</b>
Alarm fee - late charge	5% of unpaid amount	<b>4-14.11 (B)</b>
All fees and fines late		<b>4-14.11 (H)</b>
False Alarm	<b>Registered</b> 1 - No Charge 2 - School or \$100.00 3 or more - \$205.00 (for each subsequent response)	<b>4-14.11 (A)</b> <b>4-14.11 (I)</b>
False Alarm	<b>Non-Registered</b> 1 - School or \$100.00 2 or more - \$ 205.00 (for each subsequent response)	<b>4-14.11 (C)</b>
Operating Suspended Alarm System	1 - \$205.00 2 - \$350.00 3 or more - \$500.00 (for each subsequent response)	<b>4-14.13 (C)</b>
<b>ALARM COMPANY</b>	<b>FINES</b>	<b>ORDINANCE SECTION</b>
Failure to report new install	\$30.00	<b>4-14.04 (E)(3)</b>
Failure to use Alarm Confirmation or Enhanced Call Confirmation procedures	\$30.00	<b>4-14.11 (F)</b>
False Alarm caused by Alarm Company	1 - No Charge 2 or more - \$ 205.00 (for each subsequent response)	<b>4-14.11 (E)</b>
Calling on Suspended Alarm Site	1 - No Charge 2 or more - \$205.00 (for each subsequent response)	<b>4-14.13 (B)</b>
All late charges	\$15.00	<b>4-14.11 (H)</b>