



**REQUEST FOR PROPOSAL**  
**FOR**  
**FALSE ALARM MANAGEMENT SERVICES**

**WESTMINSTER POLICE DEPARTMENT**  
**CITY OF WESTMINSTER**

**Released on**  
**January 11, 2010**

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## LIST OF EXHIBITS

### EXHIBIT A

**Insurance Requirements for Contractors with Professional Liability  
Certificate of Insurance to City of Westminster**

### EXHIBIT B

**City Sample Agreement for Professional Services**

### EXHIBIT C

**City of Westminster Ordinance No. 2458**

**FALSE ALARM MANAGEMENT SERVICES  
REQUEST FOR PROPOSAL**

**1. OVERVIEW**

The City of Westminster occupies 10.2 square miles in Orange County, California and has a population size of 93,000 (2009). Its law enforcement responsibilities rest with the Westminster Police Department (WPD), a police department widely recognized for innovation and progressive policing strategies. The WPD is responsible for ensuring public safety and for the enforcement of laws.

The WPD is seeking proposals from qualified organizations for furnishing false alarm management services to the City of Westminster. The WPD responded to approximately 9,575 alarms from 2006 to 2009. Of these, only 239 calls (or 2%) were true alarm calls. The Westminster City Council ordained that effective December 18, 2009; anyone responsible for the operation of or in possession of an alarm system in the City of Westminster will be required to obtain a permit for operation of such a system. The permit will be renewed each year. The Westminster City Council also approved the resolution setting the fine schedule for false alarms and requiring all alarm subscribers within the City to file an alarm permit application with the Westminster Police Department.

In the event the City contracts for said services, **the term of such agreement will be for one (1) year with the option to renew for up to an additional three (3) one-year terms.** Please note that the extension of the Agreement beyond the initial one-year agreement will also be contingent upon approval by the City Council.

**2. SCHEDULE OF EVENTS**

This request for proposal will be governed by the following schedule:

Release of RFP	January 11, 2010
Proposals are due	February 4, 2010 by 3:00PM
Proposal Evaluation Completed	February 9, 2010
Approval of Contract	February 24, 2010

**3. SCOPE OF SERVICES**

The objective of this RFP is to identify qualified companies and receive competitive fee proposals for providers of false alarm management services.

**3.1 False Alarm Management Services**

The successful Bidder will be expected to perform the following services:

- 3.1.1 Send notification of alarm permit requirement and alarm ordinance to all residential and business addresses and to alarm service providers.
- 3.1.2 Deploy a proven software package that maintains and tracks false alarm data including new permits and renewals, alarm activations, flexible alarm ordinance and business rules, letters and invoices, account histories, hearings and appeals, accounts receivable and management reports.

- 3.1.3 Provide City secure, online access to alarm management information including, but not limited to, reports by City-defined time period on:
  - a. Billings
  - b. Appeal Adjustments
  - c. Collections
  - d. False alarm statistics
  - e. Alarm account histories
  - f. Top offenders
  - g. Overall program performance
- 3.1.4 Allow City to securely search the alarm database online to access alarm account history and alarm ordinance enforcement actions. Provide multiple search criteria such as name address and phone number, including partial and wildcard searches. Ability to also search alarm database by alarm provider name.
- 3.1.5 Provide alarm permit applications for renewal. Allow interactive online application and application by mail. Provide local mailing address.
- 3.1.6 Send alarm permit applications to residents and businesses that have alarms but are not registered with the Westminster Police Department.
- 3.1.7 Download and process alarm call data provided by CAD/911 system within 3 days of receipt. The City currently uses Alliance PD Central CAD/RMS system by Cyrun Corporation.
- 3.1.8 Send letters and invoices to residences, businesses and other alarm users for false alarms as per alarm ordinance. Allow City to create letter template and language.
- 3.1.9 Follow up with delinquent alarm users that have not paid their fees by the due date.
- 3.1.10 Collect fees and engage collection agency for unpaid fees. Provide local mailing address and accept online payments.
- 3.1.11 Reconcile accounts daily, weekly or monthly, as specified by the City.
- 3.1.12 Identify top alarm offenders and send them required material to increase false alarm reduction awareness.
- 3.1.13 Respond in a timely manner to all queries from citizens and businesses.
- 3.1.14 Provide required information and reports to the Westminster Police Department and other City officials on a timely basis.

3.1.15 Track new permits. Allow City-defined permit statutes, e.g. active, expired, and suspended.

3.1.16 Provide self-service login capability by the homeowners and businesses to maintain their account and view alarm activity securely online. Provide City the ability to view real-time online payments.

3.1.17 Create an auto-notification system to the City as soon as an alarm subscriber is removed from the non-response list when payments are received to bring subscriber's account up to date.

3.1.18 Provide detailed invoices, which will have the history of all false alarms at the location.

### **3.2 Systems Requirements, Maintenance, & Support**

3.2.1 Describe maintenance agreements, requirements that are offered for the type of solution which is being described. Include any standard maintenance and support programs as well as any expanded maintenance and support options that could be offered. Also please describe whether this support would be provided by third party contractors and the type of response and other provisions that might be required by the City, such as 24 x 7 coverage and any related costs affiliated with the level of support.

3.2.2 Describe system requirements including hardware and peripherals (e.g., scanners).

### **3.3 Training Support**

3.3.1 If Vendor feels there are any specific training requirements please provide that information as to the scope and amount, location or method of delivery, potential additional costs and any other considerations that could be expected.

### **3.4. Warranty**

3.4.1 Provide a sample warranty which would be provided for systems and software purchase.

### **3.5. Pricing Options.**

3.5.1 Describe the types of pricing strategies that are in place for each of the following:

- a. False alarm management software
- b. Hosted client-server system
- c. Web-based application service
- d. Interface development services
- e. Customer service/call center systems and services
- f. Other related systems and services (Please describe)

3.5.2 Please provide examples of pricing structures used by other jurisdictions.

#### 4. PROPOSAL FORMAT GUIDELINES

Interested Bidders are to provide the City of Westminster with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 10-point font size, including transmittal letter, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise, and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the Bidder’s response:

- 4.1 Cover Letter A cover letter, not to exceed three pages in length, should summarize key elements of this proposal. An individual authorized to bind the contract must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days.
- 4.2 Implementation Provide a detailed description of the implementation plan to be used to accomplish the Scope of Services of this RFP, Bidder’s response to the implementation of the Scope of Services must be presented in chronological order for ease of reference during the proposal evaluation process.
- 4.3 Client Satisfaction Detailed descriptions of efforts the Bidder will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Services" section.
- 4.4 Staff Requirements Detailed description of specific tasks Bidder will require from City staff. Explain what the respective roles of City staff and Bidder’s staff would be to complete the tasks specified in the Scope of Work.
- 4.5 Staffing Provide a list of individual(s), including subcontractors, who will be working on this project and indicate the functions that each will perform. The list should clearly identify if the individual is a member of Bidder’s staff or a subcontractor. Upon award and during the contract period, if the selected Bidder chooses to assign different personnel to the project, the Bidder must submit their names and qualifications including information listed above to the City for approval before they begin work. The City may reject any individual from working on the project at any time, for any reason.
- 4.6 Qualifications The information requested in this section should describe the qualifications of the Bidder, its key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information must include:
  - a. A summary of the Bidder’s demonstrated capability, including length of time that the Bidder has provided the services being requested in this Request for Proposal.

- b. Provide at least three local references that received similar services from Bidder's firm. The City of Westminster reserves the right to contact any of the organizations or individuals listed. Information provided must include:
- Client Name
  - Project Description
  - Project start and end dates
  - Client project manager name, telephone number, and e-mail address

4.7. Fee Proposal The fee information is relevant to determine whether the fees are fair and reasonable in light of the services to be provided. This section must include the proposed costs to provide the services desired. Proposals must provide a cost breakdown of the monthly and annual operating costs projected over the next year. Include any other cost and price information that would be contained in a potential agreement with the City. Amounts paid to the successful Bidder will be based on a full twelve months of operation. Payments made on operation of less than one month will be pro-rated accordingly.

## 5. PROCESS FOR SUBMITTING PROPOSALS

5.1 Content of Proposal The proposal must be submitted using the format as indicated in the proposal format guidelines.

5.2 Preparation of Proposal Each proposal must be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

5.3. Number of Proposals Submit 1 original and three (3) copies of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. The original must be marked "ORIGINAL" and each copy must be marked "COPY."

5.4 Submission of Proposals Proposals are due **Thursday, February 4, 2010 by 3:00PM**. Complete written proposals must be submitted in sealed envelopes marked False Alarm Management Services RFP and submitted to:

**City of Westminster  
Attention: City Clerk  
8200 Westminster Blvd.  
Westminster, CA 92683**

No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. **Proposals received after the scheduled Submittal Deadline will be rejected.** Proposals must bear original signatures and figures. Please note that there will be no public opening of proposals. Prices and other proposal information will not be made public until the proposal is awarded. At that time the executed contract will become public information.

5.5 Inquiries Questions about this RFP must be directed in writing, via e-mail to:  
**Mavic Hizon at mhizon@westminster-CA.gov**

5.6 Conditions of Proposal Acceptance This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of Westminster, CA. If any proprietary information is contained in the proposal, it should be clearly identified.

From the date this RFP is issued until a Bidder is selected and the selection is announced, bidders are not allowed to communicate for any reason with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. Only written questions will be accepted, and only written responses will be binding upon the City. All written responses will be transmitted to all Bidders.

## **6. EVALUATION CRITERIA**

The City of Westminster may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- 6.1 Compliance with RFP requirements
- 6.2 Understanding of the project
- 6.3 Recent experience in conducting similar scope, complexity, and magnitude for other public agencies.
- 6.4 Educational background, work experience, and directly related experience
- 6.5 Number of years that the bidder has provided similar services
- 6.6 Price
- 6.7 References

The City may also contact and evaluate the Bidder's and subcontractor's references; contact any Bidder to clarify any response; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City is not obligated to accept the lowest priced proposal, but will make an award in the best interests of the City.

A Notification of Intent to Award may be sent to the selected Bidder. Any award is contingent upon the successful negotiation and execution of final contract terms. Negotiations will be confidential and not subject to disclosure to competing Bidders unless an agreement is reached. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring Bidder or withdraw the RFP.

## 7. ADDITIONAL TERMS AND CONDITIONS

- 7.1. Amendments The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted on the City of Westminster Official City Web Site - Bids & RFP's; bidders should check this web page daily for new information. It is the Bidder's responsibility to obtain a copy of any amendment relevant to this RFP. The City of Westminster takes no responsibility for informing RFP recipients of changes to the original RFP document.
- 7.2. Proposal Modifications Any Bidder who wishes to make modifications to a proposal already received by the City of Westminster must withdraw its proposal in order to make the modifications. All modifications must be made in ink; properly initialed by Bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Bidder to ensure that modified or withdrawn proposals are resubmitted before the submittal deadline.
- 7.3 Cost for Preparing Proposal The cost for developing the proposal is the sole responsibility of the Bidder. All proposals submitted become the property of the City.
- 7.4 Contract Discussions Prior to award, the apparent successful Bidder may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring bidder.
- 7.5 Confidentiality Requirements Selected Bidder's staff members assigned to this project may be required to sign a departmental non-disclosure statement. The City of Westminster is obligated to abide by all public information laws. If a Bidder believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld, a statement advising the City Clerk of this fact should accompany the submission and the information must be so identified wherever it appears. The City will review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information will be disclosed as public information. In no event does the City make any representation that it can or will protect proprietary data submitted in proposals.
- 7.6 Financial Information The City is concerned about Bidder's financial capability to perform; therefore, the City may ask the Bidder to provide sufficient data to allow for an evaluation of financial capabilities.
- 7.7 Disqualification of Bidder(s) If there is reason to believe that collusion exists among the Bidders, the City may refuse to consider proposals from participants in such collusion. No person, firm or corporation under the same or different name, can make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or

corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not disqualified from submitting a sub-proposal or quoting prices to other Bidders.

7.8 Insurance Requirements Selected Bidder must have an *approved* Certificate of Insurance (not a declaration of policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in Exhibit A.

Please carefully review the Payment Schedule, Insurance Requirements (both within Exhibit A) and Sample Agreement (Exhibit B) before responding to the Request for Proposal enclosed herein. The potential Bidder is responsible for fully understanding the requirements of the subsequent agreement and otherwise satisfy themselves as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Bidder. There will be no subsequent financial adjustment, other than that provided by the subsequent agreement, for lack of such familiarization.

The terms of the agreement, including insurance requirements and indemnification clauses can be modified only if extraordinary circumstances exist. Bidder's response to the Request for Proposal must indicate if Bidder is unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.

# EXHIBIT A

**CITY OF WESTMINSTER**  
**INSURANCE REQUIREMENTS FOR CONTRACTORS WITH PROFESSIONAL LIABILITY**

Contractor shall procure and maintain for the duration of the contract and thereafter (unless specified below) all insurance that would be kept by a reasonable contractor under similar circumstances against all claims that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or sub-engineers/subcontractors (the "WORK"). The cost of such insurance shall be borne by the contractor and/or included in the Contractor's proposal.

**A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO") Form #CG 00 01 11 88 Commercial General Liability coverage.
2. ISO Form # CA 00 01 01 87 Business Auto liability coverage, symbol 1 "any auto."
3. Workers' Compensation insurance as required by the State of California and Employers Liability insurance.

**B. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. **General Liability:** \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to this project/location. This insurance shall be maintained during the term of this contract and for at least ten consecutive years following the completion of the WORK.
2. **Professional Liability:** Contractor shall maintain professional liability insurance appropriate to Contractor's profession, written on a "claims made" basis, with a limit of not less than \$2,000,000 per claim and \$5,000,000 in the aggregate. Architects' and Engineers' coverage shall be endorsed to include contractual liability. The retro date of the policy, if any, shall be prior to the start of the WORK. This insurance shall be maintained during the term of this contract and for at least ten consecutive years following the completion of the WORK. Engineer shall annually submit written evidence of coverage to City. Additionally, Contractor shall provide City with certified copies of the claims reporting requirements contained within the policies. This insurance shall be endorsed to be applicable solely to claims based upon, arising out of or related to the WORK.
3. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage. Such insurance shall include coverage for all owned, hired and non-owned automobiles. This insurance shall be maintained during the term of this contract and for at least three consecutive years following the completion of the WORK. This insurance shall be endorsed to be applicable solely to claims based upon, arising out of or related to the WORK.
4. **Workers' Compensation and Employers Liability:** Workers' compensation insurance in compliance with all applicable state and federal law, including the Labor Code of the State of California, with limits not less than the amount prescribed by law, and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.
5. **Commercial Crime Policy:** \$1,000,000

**C. DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insured retentions applicable to insurance policies required herein must be declared to and approved by City prior to Contractor obtaining such insurance policy. In no event shall any insurance policy required in this contract have a deductible, self-insured retention or other similar provision (including any "fronting" component) in excess of \$50,000 without prior written approval of the City in its sole discretion. At the option of City, either, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, elected and appointed officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability, Automobile Liability, Umbrella/Excess Liability Coverage**
  - a. The City, its officers, elected & appointed officials, employees, and volunteers are to be covered as an additional insured as respects defense and indemnity against claims seeking recovery for: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall not extend to any indemnity coverage for the sole active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code § 2782(b), and shall contain no special limitations on the scope of protection afforded to the City, its officers, elected and appointed officials, employees, or volunteers.
  - b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, agents, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - c. Except with respect to the limits of the insurers' liability, the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought and shall provide that an act or omission of one of the insureds shall not reduce or void coverage to the other insureds. The Contractor's insurance shall not exclude coverage for suits or claims brought by or on behalf of one insured against any other insured.
  - d. The policies shall be endorsed to include contractual liability.
2. **Workers' Compensation and Employers' Liability Coverage**

Contractor and the insurer shall waive all rights of subrogation against the City, its officers, elected and appointed officials, agents, employees, and volunteers for losses arising from work performed by the Contractor for the City.
3. **Professional Liability Coverage**

Architects' and Engineers' coverage shall be endorsed to include contractual liability.
4. **All Coverages**
  - a. Each insurance policy required by this document shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the City.
  - b. Each insurance policy required by this document shall provide that the insurer waives any and all rights of subrogation against the City, its officers, elected or appointed officials, agents, employees, and volunteers for losses arising from work performed by the Contractor for the City.

**E. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers authorized to do business by the Insurance Commissioner in the State of California, with a rating by A.M. Best's of no less than A, Class VII. All insurers shall be licensed by or holding admitted status in the State of California.

**F. VERIFICATION OF COVERAGE**

Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City. Where by statute, the City's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City before any WORK commences, and shall evidence that all premiums have been paid for the entire forthcoming policy period. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The delivery to the City of any certificates of insurance or endorsements hereunder which do not comply with the requirements set forth in this contract shall not waive the City's right to require such compliance.

**G. FAILURE TO MAINTAIN INSURANCE**

If Contractor fails to obtain and maintain the insurance required hereunder, the City shall have the right, but not the obligation, to obtain the same or similar insurance in the name and account of Contractor in which event the Contractor shall pay the cost thereof and furnish upon demand all information that may be requested by the City to permit the City to obtain all such required coverage on behalf of the Contractor. The City shall have the right to offset (without recourse by the Contractor) against any amounts owing to the Contractor, amounts the City reasonably incurs in obtaining insurance required of Contractor herein.

**H. NO LIMITATION ON INDEMNITY**

The procuring of the insurance required in this contract or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify the City or any of its officers, elected or appointed officials, agents, volunteers or employees.

**I. NO REPRESENTATION**

Neither the City nor any of its officers, agents, volunteers or employees make any representation that the types of insurance and the limits specified to be carried by Contractor under this contract are adequate to protect Contractor. If Contractor believes that any such insurance coverage is insufficient, Contractor shall provide, at its own expense, such additional insurance as Contractor deems adequate.

**J. SUB-ENGINEERS/SUBCONTRACTORS**

All sub-engineers/subcontractors shall comply with all of the requirements stated in this contract. Contractor shall furnish the City with separate certificates and endorsements for each sub-engineer/subcontractor.

## CERTIFICATE OF INSURANCE TO CITY OF WESTMINSTER ("The City")

Only this Certificate of Insurance form will be accepted

**Return Completed Certificate to:**

CITY OF WESTMINSTER

Attn: City Clerk

8200 Westminster Blvd.

Westminster, CA 92683

Insured: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Coverage: This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Description of operations/locations/products insured (show contract name and/or number, if any):

\_\_\_\_\_

POLICIES & INSURERS	LIMITS	POLICY #	EXPIRATION DATE
<b>Workers' Compensation</b> Name of Insurer _____ A.M. Best's Rating _____	Employers Liability \$ _____		
<b>Commercial General Liability</b> Name of Insurer _____ A.M. Best's Rating _____ Claims-Made _____ or Occurrence _____	Commercial General Liability General Aggregate Limit: per project/location \$ _____ Pollution Coverage Limit: Per project/location \$ _____ Products-Completed Operations Aggregate Limit \$ _____ Each Occurrence \$ _____		
<b>Business Auto Policy</b> Liability Coverage Symbol _____ Name of Insurer _____ A.M. Best's Rating _____	Each Person \$ _____ Each Accident \$ _____ Each Accident, Property Damage \$ _____ or Combined Single Limit \$ _____		
<b>Professional Liability</b> Name of Insurer _____ A.M. Best's Rating _____	Amount Per Claim \$ _____ Aggregate Amount \$ _____		
<b>Umbrella Liability</b> Name of Insurer _____ A.M. Best's Rating _____ Claims Made _____ or Occurrence _____	Occurrence/Aggregate \$ _____ Self-Insured Retention \$ _____		

NOTE: If commercial general liability insurance issued or if aggregate limits are endorsed to the comprehensive general liability policy form, the general aggregate must apply per location/project.



# EXHIBIT B

**City of Westminster**

8200 Westminster Blvd.  
Westminster, CA 92683

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the City of Westminster (CITY), a municipal corporation located in the County of Orange, State of California, and \_\_\_\_\_, (CONTRACTOR) with principal offices at \_\_\_\_\_.

**WITNESSETH**

**WHEREAS**, CITY desires to engage CONTRACTOR to provide \_\_\_\_\_ Services to the City of Westminster, as described and set forth in CITY'S Request for Proposal (RFP) released on January 11, 2010 a copy of which is attached as **Exhibit "A"**, incorporated herein by this reference as if set forth in full; and

**WHEREAS**, CONTRACTOR is experienced in providing such services for municipal corporations and is able to provide personnel with the requisite experience and background to carry out these duties.

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits, and promises hereinabove stated, the parties hereto agree as follows:

**I. SERVICES TO BE PERFORMED**

CITY agrees to engage CONTRACTOR to perform the services contained within CONTRACTOR'S proposal dated \_\_\_\_\_, a copy of which is attached hereto as **Exhibit "B"** and incorporated herein by this reference as if set forth in full.

**II. TIME FOR PERFORMANCE**

CONTRACTOR shall begin work within ten (10) days following execution of this Agreement by CITY. CONTRACTOR shall complete all tasks in accordance with the work schedule, attached hereto as **Exhibit "C"** and incorporated herein by this reference as if set forth in full, with completion of the final project report prior to \_\_\_\_\_. The term of the contract is for a period of \_\_\_\_\_, commencing \_\_\_\_\_, and terminating \_\_\_\_\_. The CONTRACTOR shall be responsible for the work schedule only to the extent that the CONTRACTOR has reasonable control over the work schedule.

**III. PERFORMANCE TO REASONABLE SATISFACTION OF CITY**

CONTRACTOR agrees to perform all work to the reasonable satisfaction of CITY and within the time hereinafter specified. Evaluations of the work will be done by the \_\_\_\_\_

or his/her designee. If the quality of work is not reasonably satisfactory, CITY, in its discretion, has the right to:

- A) Meet with CONTRACTOR to review the quality of the work and resolve the matter(s) of concern;
- B) Require CONTRACTOR to reproduce the work at no additional fee until it is satisfactory; and/or
- C) Terminate the Agreement as hereinafter set forth.

**IV. COMPLIANCE WITH LAW**

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State, and Federal laws.

**V. FAMILIARITY WITH WORK**

By execution of this Agreement, CONTRACTOR warrants that:

- A) It has thoroughly investigated and considered the work to be performed;
- B) It possesses any and all licenses which are required under State or Federal law to perform the work contemplated by this Agreement, and shall maintain all appropriate licenses during the performance of this Agreement;
- C) It has expertise in the area of providing program management professional services;
- D) It carefully considered how the work should be performed; and
- E) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement.

**VI. COMPENSATION**

**A. Services Described in Proposal**

For the provision of all services rendered under this Agreement in accordance with the scope of services attached hereto and all expenses associated therewith, CITY shall pay CONTRACTOR the amounts specified under CONTRACTOR'S "Cost Proposal".

**B. Additional Services**

For any additional services, change orders or any additional compensation of any nature to be proposed for payment to CONTRACTOR by CITY, such modification of this original Agreement shall be a written request executed by CONTRACTOR and approved in writing by CITY.

It is specifically understood that oral requests or approvals of such additional services, change orders, or additional compensation and any approvals from CITY shall be barred and are unenforceable.

**C. Payment Procedure**

CONTRACTOR shall, on the first of each month, submit a monthly invoice to the CITY for work performed pursuant to Exhibit "D". Within ten (10) working days of receipt of such invoice, CITY shall determine whether CONTRACTOR has satisfactorily performed the work described in the invoice. CITY shall thereafter pay CONTRACTOR on a monthly basis.

**VII. TERMINATION**

This Agreement may be terminated with or without cause by CITY at any time by providing CONTRACTOR with written notice of termination no less than thirty (30) calendar days in advance of such termination. In the event of such termination, CONTRACTOR shall be compensated for services rendered as of the date of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of termination. In the event of such termination, CONTRACTOR shall immediately stop rendering services under this Agreement unless directed otherwise by CITY, and shall deliver to CITY all plans, data, reports, summaries, data disks, and all such other information and materials as CONTRACTOR may have accumulated in performing this Agreement. CITY shall not be liable for any claim of lost profits. Additionally any party may cancel the agreement as a result of negligent service given, at any time, provided that there has been a thirty (30) day warning given in advance to the other party that would allow the other party to correct the problem.

This Agreement may be terminated by CONTRACTOR by providing CITY with written notice no less than thirty (30) calendar days in advance of such termination.

**VIII. COORDINATION OF WORK**

**A. Selection of Representatives**

The following principals of CONTRACTOR are hereby designated as the principals and representatives of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement:

1. \_\_\_\_\_

2. \_\_\_\_\_

The foregoing principals may not be changed by CONTRACTOR without the express written approval of CITY.

**B. CITY Representatives**

The CITY'S representatives shall be:

1. \_\_\_\_\_

2. \_\_\_\_\_

or such other person as designated by the City Manager of the CITY. It shall be the CONTRACTOR'S responsibility to assure that the CITY'S representative(s) is

kept informed of the progress of the performance of the services, and the CONTRACTOR shall refer any decision, which must be made by the CITY, to the representative(s). Unless otherwise specified herein, any required CITY approval shall mean the approval of the CITY representative(s).

**IX. INDEPENDENT CONTRACTOR**

**A. CONTRACTOR Status**

CONTRACTOR is an independent CONTRACTOR and not an employee of CITY. Neither CITY nor any of its employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, except as herein set forth, and, CONTRACTOR expressly warrants not to, at any time or in any manner, represent that CONTRACTOR, or any of CONTRACTOR'S officers, employees, or agents, are in any manner officers, employees, or agents of CITY. It is distinctly understood that said CONTRACTOR is, and shall at all times, remain as to the CITY a wholly independent CONTRACTOR, and that CONTRACTOR'S obligations to the CITY are solely such as are prescribed by this Agreement.

**B. CONTRACTOR'S Personal Services - Inducement**

This Agreement contemplates that the CONTRACTOR'S personal services and those of CONTRACTOR'S officers, employees, and agents are a substantial inducement to the CITY for entering into this Agreement. CONTRACTOR may not assign any interest in this Agreement, except upon written consent of CITY. CONTRACTOR shall have no authority, express or implied, to bind CITY to any obligation whatsoever.

Furthermore, unless expressly provided otherwise in CONTRACTOR'S proposal, CONTRACTOR shall not subcontract any portion of the performance contemplated under this Agreement without the prior written approval of the CITY. Nothing in this Agreement shall be construed as preventing CONTRACTOR from employing as many employees as CONTRACTOR deems necessary for the proper and efficient execution of this Agreement.

CITY shall not have the right to control the means by which CONTRACTOR accomplishes service rendered pursuant to this Agreement. CONTRACTOR shall, at its sole cost and expense, furnish all facilities, materials and equipment that may be required for furnishing services pursuant to this Agreement.

**X. INDEMNITY, DEFENSE, AND HOLD HARMLESS**

CONTRACTOR agrees to defend, indemnify, and hold free and harmless the CITY, its elected and appointed officials, officers, agents, employees, and volunteers at CONTRACTOR'S sole expense, from and against any and all claims, demands, actions, liabilities, obligations, judgments, or damages, including reasonable attorney's fees and costs of litigation ("claims"), suits or other legal proceedings brought against the CITY, its elected and appointed officials, officers, agents, employees, and volunteers arising out of the performance of CONTRACTOR of the work undertaken pursuant to this Agreement, and shall indemnify, defend, hold free and harmless the CITY, its elected and appointed officials, officers, agents, employees, and volunteers harmless from and against any and all damages to property or injuries to or death of any person or persons, including attorneys' fees. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by CONTRACTOR, but shall be required whenever any claim, demand, action, complaint, or suit asserts as its basis

the negligence, errors, omissions or misconduct of CONTRACTOR and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected and appointed officials, officers, agents, employees, and volunteers based upon the work performed by CONTRACTOR under this Agreement, whether or not the CONTRACTOR is specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY'S request for proposal or CONTRACTOR'S proposal, which shall be of no force and effect.

## **XI. INSURANCE**

CONTRACTOR shall procure and maintain for the duration of the contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by Contractor, his agents, representatives, employees or subcontractors:

- A. General Liability: \$2,000,000.00 combined single limit for each occurrence.
- B. Professional Liability: Appropriate to Contractor's profession, written on a "claims made" basis with a limit of no less than \$2,000,000 per claim and \$5,000,000 in the aggregate.
- B. Worker's Compensation as required by the Labor Code of the State of California
- C. Commercial Crime Policy: \$1,000,000.00

Before CONTRACTOR performs any work or prepares or delivers any materials, CONTRACTOR shall furnish certificates of insurance and/or endorsements, as required by CITY, evidencing the foregoing insurance coverage on forms acceptable to the CITY, which shall provide that the insurance in force will not be canceled, modified or allowed to lapse without thirty (30) days' written notice to the CITY.

All insurance maintained by CONTRACTOR shall be issued by companies admitted to conduct insurance business along the lines of insurance supplied in the State of California and having a Best's Guide rating of Grade A or better and Class VII or better by the latest editions of Best's Key Rating Guide.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by CONTRACTOR under this Agreement are adequate to protect CONTRACTOR. If CONTRACTOR believes that any such insurance coverage is insufficient, CONTRACTOR shall provide, at its own expense, such additional insurance as CONTRACTOR deems adequate.

The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of CONTRACTOR'S obligation to indemnify the CITY, its elected or appointed officials, officers, agents, employees, or volunteers.

## **XII. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, marital status, national origin, or mental or physical disability. The CONTRACTOR will ensure that applicants are employed and that employees are treated during employment, without regard to their

age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

The CONTRACTOR shall, in all solicitations and advertisements for employees placed by, or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability.

The CONTRACTOR shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

**XIII. MISCELLANEOUS**

**A. Ownership of Documents**

All reports, as well as all original reproducible drawings, plans, studies, memoranda, computation sheets, floppy disks, and other documents and materials assembled or prepared by CONTRACTOR or CONTRACTOR'S agents, officers, or employees in connection with this Agreement, including any and all copyright interest therein, shall be the property of the CITY and shall be delivered to the CITY upon either the completion or termination of the Project. Copies of said documents may not be retained by CONTRACTOR, and shall not be made available by CONTRACTOR to any individual or organization without the prior written approval of CITY, except as required by law. CONTRACTOR or CONTRACTOR'S agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

**B. Notices**

Any notices to be given pursuant to this Agreement shall be given by enclosing the same in the sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

**CITY:**

City of Westminster  
8200 Westminster Blvd.  
Westminster, CA 92683

Attn: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

**C. Enforcement of Agreement**

This Agreement shall be construed and interpreted as to both validity and performance of the parties in accordance with the laws of the State of California.

Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**D. Disputes**

In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefore.

The injured Party shall continue performing its obligations hereunder so long as the injuring Party cures any default within ninety (90) calendar days after service of the notice, or if the cure of the default is commenced within thirty (30) calendar days after service of said notice and is cured within a reasonable time after commencement; provided that, if the default creates an immediate danger to the health, safety, and general welfare, the CITY may take immediate action. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the dispute is not cured.

**E. Waiver**

No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. CITY's consent or approval of any act by CONTRACTOR requiring CITY's consent to or approval of any subsequent act of CONTRACTOR, or any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**F. Conflicts Of Interest**

CONTRACTOR agrees that it shall not make, participate in the making, or in any way attempt to use its position as a CONTRACTOR to influence any decision of the CITY in which the CONTRACTOR knows or has reason to know that CONTRACTOR, its officers, partners, agents, or employees have a financial interest as defined in Section 87103 of the Government Code.

**G. Audit of Records**

In accordance with generally accepted accounting principles, CONTRACTOR shall maintain reasonably full and complete records of the cost of and completion of services performed under this Agreement. During the term of this Agreement and for a period of two (2) years after termination of this Agreement, the CITY shall have the right to inspect and/or audit CONTRACTOR'S records pertaining to this contract and the services to be performed hereunder at CONTRACTOR'S office location. CONTRACTOR agrees to make available all pertinent records for the purpose of such inspection and/or audit at its offices during normal business hours and upon three (3) calendar days' notice from the CITY.

**H. Rights and Remedies are Cumulative**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not

preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**I. Legal Action**

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy and default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**J. Attorney's Fees**

If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs of suit from the losing Party.

**K. Integration**

This agreement represents the entire understanding of the CITY and the CONTRACTOR. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. Any work performed, which is inconsistent with or in violation of the provisions of this Agreement, shall not be compensated. This Agreement may not be altered, amended, or modified except in writing executed by both Parties hereto.

**L. Amendment**

This Agreement may be amended only by the written mutual consent of the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

**CITY OF WESTMINSTER**

**ATTEST:**

\_\_\_\_\_  
DONALD D. LAMM, CITY MANAGER

\_\_\_\_\_  
ROBIN ROBERTS, CITY CLERK

DATED: \_\_\_\_\_

**CONTRACTOR**

**APPROVED AS TO FORM:**  
**RICHARD JONES, CITY ATTORNEY**

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
DEPUTY CITY ATTORNEY

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

# EXHIBIT C

ORDINANCE NO. 2458

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WESTMINSTER, REPEALING AND REPLACING CHAPTER 5.50 AND ADDING CHAPTER 5.51 TO TITLE 5 (BUSINESS TAXES, LICENSES AND REGULATIONS) OF THE WESTMINSTER MUNICIPAL CODE, RELATING TO ALARM SYSTEMS

WHEREAS, the City of Westminster has the authority, pursuant to Section 7 of Article XI of the California Constitution, to enact regulations for the public peace, morals, and welfare of the city; and

WHEREAS, the Mayor and the City Council of the City of Westminster find that an alarm system service fee would offset the cost of staffing the alarm coordinator position at the Westminster Police Department;

WHEREAS, the Mayor and the City Council find that regulation of alarm systems will promote the efficiency of police responses in the City by regulating the conditions under which alarm systems may be installed and operated, thereby reducing the number of false alarms; and

WHEREAS, the Mayor and the City Council find that false alarms siphon police resources away from real police matters and emergencies and that false alarm responses therefore cost the city needed resources; and

WHEREAS, the Mayor and the City Council find that alarm users who generate an excessive number of false alarms should bear the cost of the police responses; and

WHEREAS, the Mayor and the City Council find that holding alarm users responsible for the cost of police responses to the false alarms will provide an incentive to the alarm users to ensure that very few or no false alarms occur.

NOW THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF WESTMINSTER DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 5.50 of Title 5 (Business Taxes, Licenses and Regulations) is hereby repealed and replaced as follows:

Chapter 5.50 Alarm Systems – Permit Requirement

5.50.010 Definitions.

In this chapter and Chapter 5.51, the following definitions shall apply:

- A. "Alarm agent" means a person employed by an alarm company whose duties include selling on premises, altering, installing, maintaining, moving repairing,

replacing, servicing, responding, or monitoring an alarm system, or a person who manages or supervises a person employed by an alarm company to perform any of the duties described herein or any person in training for any of the duties described herein.

- B. "Alarm company" means a person or entity, regardless of organizational form, which is in the business of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, installing or monitoring alarm systems in an alarm site.
- C. "Alarm coordinator" means the person or persons designated by the chief of police to administer, control and review alarm applications, permits and alarm dispatch requests.
- D. "Alarm permit" means a document containing pertinent information about the alarmed premises and its authorized user, as required by the Chief of Police.
- E. "Alarm site" means a single premises or location served by an alarm system. Each tenancy, if served by a separate alarm system in a multi-tenant building or complex, shall be considered a separate alarm site."
- F. "Alarm system" means an assembly of equipment and devices arranged to signal the presence of a hazardous condition requiring urgent attention to which police customarily respond, and includes devices which emit an audible sound in or around the premises when actuated.
  - 1. "Commercial alarm system" means an alarm system that is used to detect a hazardous condition in or about a nonresidential structure or area.
  - 2. "Residential alarm system" means an alarm system that is used to detect a hazardous condition in or about a structure or area that is primarily for nonbusiness purposes and intended for habitation, including individual dwelling unit(s) within a single- or multiple-family structure.
  - 3. "Alarm user" means a person(s), firm, partnership, corporation, association, organization, company or other entity in control of a premise where an alarm system is located.
- G. "Audible alarm" means that type of alarm system which, when activated, emits an audible sound.
- H. "Automatic communication device" means any electrical, electronic or mechanical device capable of being programmed to send a prerecorded message, when activated, over a telephone line to the police department.

- I. "City" means the City of Westminster or the area within the territorial city limits of the City of Westminster, and such territory outside of this city over which the city has jurisdiction or control by virtue of any constitutional provision or any law.
- J. "City manager" means the City Manager, or his/her successor as chief executive officer, of the City of Westminster or his/her designee.
- K. "Chief of Police" means the Chief of the Westminster Police Department or his/her designee.
- L. "Duress or panic alarm" is a silent signal generated by the manual activation of a device intended to signal a crisis situation requiring a police response.
- M. "False alarm" means activation or transmission of any alarm signal causing a police response where an emergency situation does not exist. This shall include mechanical failure, accidental tripping, misoperation, malfunction, misuse or neglect of the alarm system by the owner or lessee of the alarm system or by his employees or agents. It shall not include alarms caused by earthquakes, high winds, verifiable utility failures or external causes beyond the control of the owner or lessee.
- N. "Hazardous condition" means any condition that the alarm system was specifically designed to protect from or alert law enforcement about, including but not limited to robbery, burglary, home invasion or other condition, which poses a hazard or threat to persons or property.
- O. "Hearing officer" means the city manager or his/her designee.
- P. "Person" means any individual, partnership, firm, company, association, joint venture, partnership, club, company, business trust, organization or corporation, or the manager, lessee, agent, officer or employee or any of them, or where the context clearly requires a different meaning.
- Q. "Police department" means the Police Department of the City of Westminster, California.
- R. "Proprietary alarm" means an alarm system, which is installed, serviced, and monitored by persons not regulated by the Alarm Company Act contained in the State of California Business and Professions Code, Division 3, Chapter 11.6 - Alarm Companies.
- S. "Robbery alarm" means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress.
- T. "Verify" means an attempt, by the alarm company, or its representative, to contact the alarm site by telephone or other electronic means, whether or not

actual contact with a person is made, before requesting a police dispatch, in an attempt to avoid an unnecessary alarm response.

5.50.020 Enforcement.

The chief of police shall have sole discretion to enforce the provisions of this chapter.

5.50.030 Business license requirement.

A. No alarm company or alarm agent shall be permitted to sell on premises, alter, install, maintain, move, repair, replace, respond, lease or monitor any alarm system without first obtaining a City of Westminster business license.

B. The alarm company shall include with the business license application a copy of its alarm company license to operate issued by the State of California. Failure to obtain or submit the state license will result in a rejection of a City business license and a prohibition from conducting business in the City.

5.50.040 Alarm user permit requirement.

No alarm user shall operate, or cause to be operated, an alarm system at its site without a valid alarm permit issued by the alarm coordinator. A separate permit is required for each alarm site.

A. The annual fee for an alarm permit or renewal of an alarm permit shall be that specified in the schedule of fees and fines adopted by the city council by resolution.

B. Upon receipt of a completed application form and the permit fee, the alarm coordinator shall issue an alarm permit to an applicant, unless the applicant has:

1. Failed to pay a fine assessed under Chapter 5.51.
2. Had an alarm permit for the site suspended or revoked and the violation causing the suspension or revocation has not been corrected.

C. Any alarm permit issued pursuant to this ordinance or any amendment thereto, is valid indefinitely unless revoked, subject to payment of the annual fee.

D. Each alarm permit application must include the following information:

1. The classification of the alarm site as either residential or commercial.
2. Purpose of the alarm system at the site; i.e., burglary, robbery and/or duress.
3. Full name, address and telephone number of the person who will be the alarm permit holder and be responsible for the proper maintenance and operation of the alarm system.

4. Name of business (if applicable), address and telephone number where the alarm system is located.

5. Nature of premises; i.e., residence, bank, liquor store, jewelry store, etc. Any information about the business as deemed necessary by the chief of police to assure officer safety in a response; i.e., weapons, hazardous materials, dogs, etc.

6. A list of three persons, including addresses and telephone numbers, who can be contacted and will respond to the premises in the event of an emergency or to reset or deactivate the alarm system.

7. Name, address and telephone number of the alarm company that installed the alarm system.

8. Name, address and telephone number of the alarm company monitoring the alarm system if different from (7) above.

E. Any material misrepresentation provided by an applicant shall be sufficient cause for refusal or revocation of an alarm permit.

F. An alarm permit cannot be transferred to another person, entity or alarm site. An alarm user shall inform the alarm coordinator of any change in information on the alarm user permit application within ten (10) business days of the alarm user becoming aware of such information.

G. Information contained in alarm permit applications shall be held in strict confidence by all employees of the City with access to such information.

#### 5.50.050 Proper alarm system operation and maintenance.

A. To assure proper operation and maintenance of an alarm system and to minimize false alarms, the alarm user shall comply with the following:

1. Maintain the premises and alarm system in a manner that will minimize or eliminate false alarms.

2. Instruct all employees and other individuals who have access to the premises in proper use of the alarm system and maintain accurate and complete written operating instructions on site.

3. Assure that on activation of the alarm system and when requested by the police department, the alarm agent or the alarm user responds to the premises in a timely manner (maximum of 45 minutes) and renders any necessary service.

4. An alarm that is audible on the exterior of an alarm site will sound for no more than 10 minutes following activation or, in the case of systems operating under Underwriters Laboratories, Inc. standard 365 or 609, 15 minutes following activation.

5. The alarm system shall not be activated when its power is interrupted or restored, unless a hazardous condition does, in fact, exist.

6. No automatic communication device shall be keyed to any police department telephone line.

7. If the alarm site includes multiple buildings, offices or rooms within a building, or floors within a building, the alarm system shall be adjusted so that the alarm identifies the precise location of alarm activation. This requirement shall only apply to commercial premises and shall not apply to residential premises.

8. Except for proprietary alarm systems, any installation, servicing or monitoring of an alarm system shall be performed only by companies that are licensed by, and in good standing with, the California Department of Consumer Affairs, Bureau of Security and Investigative Services.

B. Intentional activation of an alarm system by any person, when a hazardous condition does not exist, shall result in the alarm user being assessed the actual cost of police response under section 9.55.040.

#### 5.50.060 Monitoring procedure.

A. An alarm company performing monitoring services shall:

1. Report alarm signals by using telephone numbers designated by the police department.

2. Attempt to verify every alarm signal in a timely manner before requesting a police response, except for robbery or panic alarms, which are to be immediately reported.

3. Communicate alarm dispatch requests in a manner and form determined by the police department.

4. Communicate verified cancellations of alarm dispatch requests in a manner and form determined by the police department.

B. The alarm coordinator shall, working with the police department's communications division, designate a manner, form and telephone number for the communication of alarm dispatch requests and a procedure to accept verified alarm cancellations.

#### 5.50.070 Alarm response information recording.

A. Any officer who responds to, or otherwise becomes aware of, an alarm activation shall record or cause to be recorded such information as necessary to permit the alarm coordinator to maintain records.

B. Alarm companies that perform monitoring services must maintain records relating to the dispatch for a period of at least one (1) year following request for police response to an alarm site. Records must include the name, address and phone number of the alarm user, the alarm system zone(s) or point(s) activated, the time of request for police response and evidence that an attempt to verify was made. The alarm coordinator may request copies of such records for individually named alarm users.

5.50.080 Denial or revocation of alarm permit

A. Any alarm site that has had seven (7) or more false alarms within a 365-day period shall subject the alarm user to revocation of the alarm permit. Alarm permit revocation will result in a termination of police response to alarm calls at the premises.

B. If the alarm coordinator denies the issuance or renewal of an alarm permit or suspends or revokes an alarm permit, he or she shall send written notice of the action and the reasons therefore, and a statement of the right to appeal the decision by personal delivery or certified mail, return receipt requested, to both the applicant or alarm user and the alarm company.

5.50.090 Request for Appeal Hearing.

A. Any alarm user may contest the denial, suspension or revocation of an alarm permit by submitting a written request to the chief of police for an appeal hearing, clearly stating the reasons for the appeal, within ten (10) days from the date of service of the penalty, denial or revocation notice (hereafter, the notice). A hearing before the hearing officer shall be set for a date that is not less than fifteen (15), nor more than sixty (60) days from the date the Request for Hearing is filed. The person requesting the hearing (the appellant) shall be notified of the time and place set for the hearing at least ten (10) days prior to the date of the hearing.

5.50.100 Appeal Hearing Process.

A. No hearing to contest the denial, suspension or revocation of an alarm permit before a hearing officer shall be held unless and until a written request for a hearing has been timely submitted and any applicable fines have been deposited.

B. The hearing officer shall only consider evidence that is relevant to whether the grounds for the denial, suspension or revocation are valid and supported by evidence.

C. The appellant shall be given the opportunity to testify and present witnesses and any relevant evidence concerning the charges set forth in the notice.

D. The formal rules of evidence shall not apply. All relevant evidence may be considered, and the hearing officer has the discretion to exclude evidence if he/she finds such evidence to be irrelevant or needlessly repetitive. The hearing officer has the authority to cut off presentation of evidence if he/she reasonably believes that the evidence being presented is irrelevant or needlessly repetitive.

E. 1. The failure of the appellant to appear at the appeal hearing shall constitute a forfeiture of the fine and shall be considered an admission that the alarm permit was properly denied, suspended or revoked.

2. Notwithstanding the above, upon a showing of good cause by the appellant, the hearing officer may excuse the appellant's failure to appear at the hearing and reschedule the hearing. Under no circumstances shall the hearing be rescheduled more than one (1) time.

F. The notice and any additional documents submitted by the peace officer shall constitute prima facie evidence of the respective facts contained in those documents.

G. At least ten (10) days prior to the hearing, the appellant shall be provided with copies of reports and any other documents submitted or relied upon by the chief of police. No other discovery disclosure is required.

H. The hearing officer may continue the hearing and request additional information from the chief of police or the appellant prior to issuing a written decision.

#### 5.50.110 Hearing Officer's Decision.

A. After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to sustain or overrule the denial, suspension or revocation of the alarm permit and shall list in the decision the reasons for that decision. The decision of the hearing officer shall be final.

B. If the decision is to uphold the denial, suspension or revocation of the alarm permit, the City shall retain the fine deposited. If the decision is to overrule the denial, suspension or revocation, then the chief of police shall issue the alarm permit within a reasonable amount of time, but in no event no later than sixty (60) days after the service of the hearing officer's decision.

C. The time for a challenge to the hearing officer's decision in a court of law is governed by California Code of Civil Procedure Sections 1094.5 and 1094.6. Notice of the hearing officer's decision shall include citation to California Code of Civil Procedure Sections 1094.5 and 1094.6.

D. The hearing officer's written decision shall be served on the appellant within twenty (20) days from the date of the hearing by mailing to the appellant by certified mail, return receipt requested, via the U.S mail. Service of the hearing officer's decision shall be deemed to have been completed on the date of mailing.

#### 5.50.120 Reinstatement of alarm permit.

A. An alarm user whose alarm permit has been suspended or revoked may be reissued a permit if the alarm user:

1. Submits an updated application and pays a permit fee as adopted by the city council by resolution; and
2. Pays, or otherwise resolves, all fines due the City for all past false alarms; and
3. Submits a written certification from an alarm company that complies with this chapter, stating that the alarm system has been inspected and where necessary, repaired.

B. If the permit is reinstated within one year of being revoked or suspended, any fines incurred for false alarms occurring during the 365 days following the date of the alarm permit reinstatement shall be double the fines set by city council resolution for false alarms. If the alarm user does not generate any false alarm calls for one year following the reinstatement of the permit, the fines for any subsequent false alarms shall revert to those set by resolution of the city council.

#### 5.50.130 Violations.

A person, firm or corporation violating any provision of this chapter is guilty of a misdemeanor.

#### 5.50.140 Limitation on liability of city.

The City is under no obligation or duty to any alarm user or any other person by reason of any provision of this chapter or the exercise of any privilege by any alarm user hereunder, including, but not limited to, any defects in a police or fire alarm system, any delay in transmission of an alarm message to any emergency unit or damage caused by delay in responding or failure to respond to any alarm by any City officer, employee or agent.

SECTION 2. Chapter 5.51 of Title 5 (Business Taxes, Licenses and Regulations) is hereby added as follows:

#### Chapter 5.51 Alarm Systems – False Alarms

##### 5.51.010 Definitions.

The definitions of Section 5.50.010 shall apply to this Chapter.

##### 5.51.020 Enforcement.

The chief of police shall have sole discretion to enforce the provisions of this chapter.

##### 5.51.030 No permit responses -- Fines.

A. It is the sole responsibility of an alarm user to obtain an alarm permit prior to operating or maintaining an alarm system. If the alarm coordinator becomes aware that

an alarm user is operating or maintaining an alarm system without a permit, the alarm coordinator shall provide written notice to the alarm user regarding the requirement that the alarm user obtain an alarm permit within thirty (30) days.

B. An alarm user who operates or maintains an alarm system without a permit shall be subject to a fine, as adopted by city council resolution.

C. Each day that an alarm user operates or maintains an unpermitted alarm shall constitute a new and separate offense.

D. An unpermitted alarm user whose alarm system emits false alarms shall be subject to fines under this section as well as under Section 5.51.040.

5.51.040 False alarm notification and penalties.

A. An alarm user shall be subject to notification, warnings, fines and suspension or revocation of its alarm permit based on the number of false alarm responses emitting from an alarm system within a 365-day period, as set forth by city council resolution.

B. The fine shall revert to that issued for the first false alarm only after no false alarms are triggered within a continuous 365-period.

5.51.050 Request for Appeal Hearing.

A. Any alarm user may contest any fine under this chapter by submitting a written request to the chief of police for an appeal hearing, clearly stating the reasons for the appeal, within ten (10) days from the date of service of the fine, together with an advanced deposit of the fines. A hearing before the hearing officer shall be set for a date that is not less than fifteen (15), nor more than sixty (60) days from the date the Request for Hearing is filed. The person requesting the hearing (hereafter, the appellant) shall be notified of the time and place set for the hearing at least ten (10) days prior to the date of the hearing.

5.51.060 Appeal Hearing Process.

A. No hearing to contest a fine before a hearing officer shall be held unless and until a written request for a hearing has been timely submitted and any applicable fines have been deposited.

B. The hearing officer shall only consider evidence that is relevant to whether the violation(s) occurred and whether the appellant is the person responsible for the alarm system.

C. The appellant shall be given the opportunity to testify and present witnesses and any relevant evidence concerning the circumstances that gave rise to the fine.

D. The formal rules of evidence shall not apply. All relevant evidence may be considered, and the hearing officer has the discretion to exclude evidence if he/she finds such evidence to be irrelevant or needlessly repetitive. The hearing officer has the authority to cut off presentation of evidence if he/she reasonably believes that the evidence being presented is irrelevant or needlessly repetitive.

E. 1. The failure of the appellant to appear at the appeal hearing shall constitute a forfeiture of the fine and shall be considered a concession that the fine was properly issued.

2. Notwithstanding the above, upon a showing of good cause by the appellant, the hearing officer may excuse the appellant's failure to appear at the hearing and reschedule the hearing. Under no circumstances shall the hearing be rescheduled more than one (1) time.

F. The fine and any additional documents submitted by the peace officer shall constitute prima facie evidence of the respective facts contained in those documents.

G. At least ten (10) days prior to the hearing, the appellant shall be provided with copies of the fine(s) assessed, reports, and other documents submitted or relied upon by the peace officer. No other discovery disclosure is required.

H. The hearing officer may continue the hearing and request additional information from the peace officer or the appellant prior to issuing a written decision.

#### 5.51.070 Hearing Officer's Decision.

A. After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold, modify or revoke the fine amount, and shall list in the decision the reasons for that decision. The decision of the hearing officer shall be final.

B. If the decision is to uphold the penalty, the City shall retain the fine deposited. If the decision is to revoke or modify the penalty, then the City shall refund the partial or full fine deposit to the appellant within thirty (30) days of the service of the decision.

C. The time for a challenge to the hearing officer's decision in a court of law is governed by California Code of Civil Procedure Sections 1094.5 and 1094.6. Notice of the hearing officer's decision shall include citation to California Code of Civil Procedure Sections 1094.5 and 1094.6.

D. The hearing officer's written decision shall be served on the appellant within twenty (20) days from the date of the hearing by mailing to the appellant by certified mail, return receipt requested, via the U.S mail. Service of the hearing officer's decision shall be deemed to have been completed on the date of mailing.

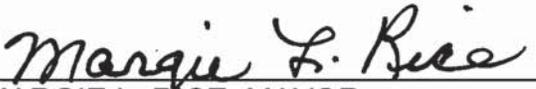
SECTION 3. If any section, subsection, clause or phrase or portion of this code is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of all other provisions of this ordinance.

The Mayor and City Council hereby declares that it would have passed the ordinance codified in this chapter, and each section, subsection, sentence, clause and phrase or portion thereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases or portions thereof be declared invalid or unconstitutional.

SECTION 4. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the same manner required by law. This ordinance shall become effective thirty (30) days from and after its passage.

PASSED, APPROVED AND ADOPTED this 18 day of November 2009 by the following vote:

AYES: COUNCIL MEMBERS: RICE, TA, FRY, QUACH, DIEP  
NOES: COUNCIL MEMBERS: NONE  
ABSENT: COUNCIL MEMBERS: NONE

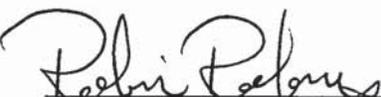
  
MARGIE L. RICE, MAYOR

ATTEST:

  
ROBIN ROBERTS, CITY CLERK

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.  
CITY OF WESTMINSTER )

I, ROBIN ROBERTS, hereby certify that I am the duly appointed City Clerk of the City of Westminster and that the foregoing ordinance was introduced on the 14<sup>th</sup> day of October, 2009, and was adopted at an adjourned regular meeting thereof on the 18<sup>th</sup> day of November, 2009.

  
Robin Roberts  
City Clerk