



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: City-Monitored Silent Alarm Replacement System

MEETING DATE: March 16, 1994

PREPARED BY: Police Chief

RECOMMENDED ACTION: It is the recommendation of the Police Department that if the City elects to continue to monitor silent alarms, that a replacement system be purchased from California Security Systems.

BACKGROUND INFORMATION: Pursuant to the direction of the City Council, requests for proposals for a replacement alarm monitoring system were solicited. Only two proposals were received (exhibit A). The bids received are:

California Security Alarms, San Mateo, CA	\$16,500.00
Associated Electornics Co., Livermore, CA	\$20,195.22

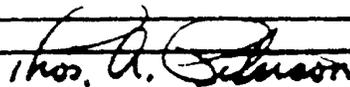
Staff conducted site visits at other police departments utilizing the proposed alarm systems. Captain Jim Schick met with both bidders for proposal clarifications, to develop extended warranty information, and discuss conversion and future operating procedures. A summary of information compiled was prepared by Captain Schick and a copy of this information is also attached (exhibit B). He will be in attendance at Wednesday night's meeting to answer any questions Council members may have.

FUNDING: Council directs that a replacement system be funded by commercial users.


Larry D. Hansen
Chief of Police

cc: City Attorney

APPROVED

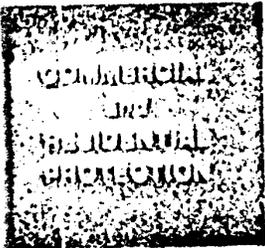


THOMAS A. PETERSON
City Manager



Recycled Paper

CC 1



CALIFORNIA SECURITY ALARMS

January 6, 1994

EXHIBIT A

City of Lodi
221 West Pine Street
Lodi, California

Attention: PURCHASING DEPARTMENT

"PROPOSAL FOR ALARM MONITORING SYSTEM"
SPECIFICATION NO. PD 9301
DUE DATE: JANUARY 7, 1994

C

S

A

I

As pursuant to your specifications (#PD 9301) CALIFORNIA SECURITY ALARMS, INC. hereby proposes to furnish, install and maintain (for the one (1) year warranty period, with optional second year service contract) the following receiving system:

* One (1) KELTRON receiver, part #DMP704 100 point maximum R.P. alarm monitor. Including operator's console with field programmable data base, video display and printer. To be 19" rack mounted within dispatching console. Please refer to enclosed brochures for further details.

* Receiver to also include, operator key board, power supply, nest control card, MOSHBR panel color, 25 zone input card and cables, back up rechargeable batteries (25 amp), dual telephone line digital receiver, interface for digital accounts and 256K memory card.

<u>TOTAL PURCHASE PRICE, INSTALLED</u>	\$16,500.00
<u>OPTIONAL 2ND YEAR SERVICE CONTRACT</u>	\$ 825.00
<u>SPARE PARTS PACKAGE</u>	\$ 2,300.00
<u>(for emergency on hand stock)</u>	

Prices quoted include all applicable taxes, installation & hardware, user manuals and training. 24 hour support for the first year.

Respectfully submitted

Vincent A. DeFries
Vincent A. DeFries
General Manager

PAGE ONE OF ONE

Main Office:
1009 S. CLAREMONT
SAN MATEO, CA
94402-1835
(415) 342-2200

Branch Office
P.O. BOX 1061
TRUCKEE, CA
96160-1061
(916) 587-6278

Consumer Affairs
Lic.# ACO 42

Contractors
Lic# 537183

A CALIFORNIA CORPORATION

STATEMENT OF PROVIDER'S QUALIFICATIONS

List and describe fully the last three contracts performed by your firm which demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: City of Palo Alto

Contact Individual: Mr. Duane Williams

Phone No:

Address: P.O. Box 10250
Palo Alto, Ca. 94301

415-329-2326

Reference No. 2

Customer Name: City of Mt. View

Contact Individual: Ms. Cheryl Contois

Phone No:

Address: 1000 Villa Street
Mt. View, California

415-903-6395

Reference No. 3

Customer Name: Town of Hillsborough

Contact Individual: Inspector Ed Boll

Phone No:

Address: 1600 Floribunda Avenue
Hillsborough, Ca. 94010

415-579-3818


Signature of Authorized Representative

1-6-94
Date

PROPOSAL SUBMISSION FORM

TO: City of Lodi
ATTN: Joel Harris, Purchasing Officer
221 West Pine Street
Lodi, CA 95240

SUBJECT: Alarm Monitoring System - Specification No PD 9301

The undersigned declares that s/he has carefully examined specifications PD 9301, General Terms and Conditions, and Special Terms and Conditions accompanying the Request for Proposals and is thoroughly familiar with the contents thereof; is authorized to represent the proposer; and proposes to deliver the services and equipment at the prices stated on the attached form(s) each numbered in the order of submission.



Signature of Authorized Representative

Vincent A. DeFries
Representative's Name (printed)

California Security Alarms, Inc.
Name of Firm

1009 South Claremont Street
Street Address

San Mateo, Ca. 94402
City, State and ZIP

415-570-6500 / fax 574-0308
Telephone and Fax No.

CITY OF LODI
REQUEST FOR PROPOSALS
ALARM MONITORING SYSTEM
SPECIFICATION NO. PD 9301

RECEIPT OF ADDENDUM NO. 1

Note: This acknowledgement must be submitted with and attached to the Proposal

Receipt of Addendum No. 1 to the specifications referenced above is hereby acknowledged.

Date: 1/6/94

Company: California Security Alarms, Inc.

By: Vincent A. DeFrieso

Signature: *Vincent DeFrieso*

Proposal

Calif. Contractors Lic. #299400

EXHIBIT A

Calif. Alarm Lic. #LA000583

ASSOCIATED ELECTRONICS CO.

Since 1951

233 JUNCTION AVENUE • LIVERMORE, CA 94550 • (510) 447-1226

Proposal Submitted to:
City of Lodi

Phone:

Date:

1-5-94

Street:

Job Name:

Specification PD 9301

City, State and Zip Code:

Job Location:

We submit specifications and estimates for:

ALARM MONITORING SYSTEM

1. Associated proposes to provide the required personnel for repairs on the Digitize System 3000 receiving system. Associated maintains an adequate stock of all parts, boards, components and software to effect all repairs in a timely manner. Boards typically will be exchanged and factory repaired with actual billing to follow. Standard Digitize markup will apply. Typical time frame for repairs - 2 to 4 hours response.
2. Standard Digitize warranty on all boards - 1 year. Warranty is based upon normal and intended use. Such is excluded in the event of damaged resulting from misuse, repair attempts by anyone other than authorized Associated personnel, acts of God and or other events beyond the control of Associated. Labor repair warranty on actual repair 30 days.
3. Cost per hour - portal to portal:

Normal business hour/day (M-F 8:30 to 5:30)	\$75.00 per hour.
After hours/holidays/weekends	\$150.00 per hour.

Initial one year annual contract to provide all labor only. Includes semi annual checkout - cleaning of system - voltage adjustments etc - new personnel training at this time if desired.

Annual cost: \$3200.00

Payment terms: Net 30, payable quarterly in advance.

John L. Skipper

Senior Supervisory Technician

ALARM MONITORING SYSTEM

Associated Electronics Company proposes the follow system for the City of Lodi Police Communications Center alarm monitoring system.

1. Provide, install and program an alarm monitoring computerized DIGITIZE SYSTEM 3000. Additionally, training will be provided for personnel on its operation. This system will replace an existing Digitize 2000 system.
2. The Digitize 3000 is similar in appearance to the model 2000, with interchangeability of several common plug-in cards to both units. The cards which terminate to the incoming connecting telephone lines from each alarm subscriber (referred to as reverse polarity interface - RPI), the internal unit cards, I/O - zone controller - power supply are all identical and are interchangeable. The new system 3000 utilizes a more refined EEPROM memory system, and the central processing card (CPU) is faster in terms of operation performance, thus can accommodate more functions than the 2000.
3. The Digitize System 3000 has the capability of receiving by the use of 2 dedicated lease line signalling, multiple formats, including: direct reverse polarity DC voltage, audio tone FSK - used with fiber optic cable - grade AA pseudo random high security signalling - typically used by banks, multiplexing data on Simplex or Duplex dedicated lines, telegraph box signalling typically on a 10 ma to 100 ma DC circuit. Additional receiving technology presently available include: end-of-line dedicated line, ISO dressable, multiple points on a single pair of wire, long range radio (polling) and digital dialer.
4. The Digitize 2000 utilizes a stand alone Ademco brand digital receiver. In the simplest term, a business alarm system telephone a number dedicated exclusive to this system. These two units exchange alarm information which is interpreted by the Digitize as an alarm signal and displayed in format consistent with programming. Operating personnel follow the displayed information on the Digitize screen. The first line of information, including date & time, is recorded on a contained printer tape. This signalling technology is widely used and is cost effective and reliable. The new Digitize 3000 utilizes a self contained receiver and offers several programs including: (1) Presently the program requires that the business name, address, phone, callout (s), device in alarm etc. be repeated for each account and zone utilizing excessive memory. The 3000 allows programming for a single business name, address, phone etc, and links the respective transmitted zones as an alarm signal to this account, such resulting in a considerable savings on memory and cost as well as providing operating personnel highly accurate and specific information. An optional, but desirable additional feature is known as negative dialer. Alarm systems at a customers place of business typically are programmed to send in a once - a - day test signal indicating that all is normal. Dispatch must presently acknowledge this and manually clear - a distraction, takes time, and can raise questions with new personnel. Negative dialer simply stores in a buffer file all this once - a - day test if within the program parameters nothing happens. If there is a failure to report, dispatch is alerted in a file same time every day. (2) Presently with the 2000, if you have a run - a - way account which goes in and out of alarm, you must take out of service each zone separately. With the 3000 one can take out of service with one simple operation the entire account or as an individual zone if desired.
5. Highlights of the 3000 Digitize System.
 - a. System is UL-FM California state fire marshal listed.
 - b. Large bold self contained printer - 20 columns per line, 2 lines per second, ASCII english, typically 1500 events per roll. Follow the first line of text on the readout display, account number, time date and action.

con't.

- c. Display is neon orange, brightness of 30ft/lumen, 4 lines 16 char/line = 96 character, ASKII english.
 - d. Self contained 32 membrane pushbutton switches on front panel.
 - e. Size: 6.97"H x 19;0"W x 15.5"D, 21.3# weight, 110vac 60cps 50 watt max. Fused operating temperature: 32-120°F, humidity 0-95% non condensing.
 - f. Basic system contains plug in boards including: power supply, display/keyboard, CPU, EEPROM, printer/keyboard, I/O, zone controller and digital dialer.
 - g. Three levels of pass code protection for programming, eight levels of priority messages. Infinite configuration of audible sounds for incoming signals - example: intrusion-holdup-trouble-secure etc all can have their own distinct sound to alert dispatch as to their priority!
 - h. Standard digital dialer formats include: Franklin-Sesloa-Radionics, Hex, 3-1, 3-1 extended, 4-1, 4-1 extended, Lo-Speed 10PPS (Ademco) Hi-Speed 20 or 37 PPS. Optional software can include Radionics Modem II. Lodi to continue providing the dedicated type LMB telco line to this receiver.
 - i. This system will be supplied, configured to receive a maximum of 512 direct wire accounts. Expansion capability in multiples of 32. If it were ever necessary to expand beyond 512, one simply purchases an additional zone controller plug in card. The maximum hard wire points is 2048. Each reverse polarity card (which you have in the basement) will monitor to 32 lines (accounts-customers-businesses). Required DC current is .002 to .750 ampere. All inputs are optically isolated from surges and transients. Normal current OK. Reverse current alarm condition, no current trouble condition.
 - j. Typical life expectancy: 5-7 years as an example the display has an expectancy of plus 100,000 hours of mean time between failure specification.
 - k. Supplied with complete technical manuals, on site training of dispatchers, 24 hour telephone information and all factory resources.
 - l. All necessary on site customer programming and conversion from the old system to the new.
 - m. The complete system is designed for continuous uninterrupted units when operated within design specifications.
6. Our proposal includes the new following devices.
- | | |
|--|--|
| a. Digitize System 3000 UL with programmer and manual. | \$10,463.00 |
| b. Digitize additional memory 600 screens. | 600.00 |
| c. Digitize additional thermal paper - case 50 rolls. | 175.00 |
| d. Direct wire option with zone controller board. | 815.00 |
| e. Digital dialer program. | 750.00 |
| f. Digital dialer receiver. | 1,895.00 |
| g. Standby power supply/batteries | 750.00 |
| | <hr/> |
| | \$15,448.00 |
| | 7.75% Tax 1,197.22 |
| | Freight 150.00 |
| | Installation-Training-Warranty 3,400.00 |
| | <hr/> |
| | (Training limited to 2 two hour sessions). \$20,195.22 |
7. Warranty: 1 year from completion, including all parts, material and software as supplied by Associated Electronics.
8. Associated is an authorized factory distributor for the Digitize product in excess of twelve years, and maintains and extensive stock of units-boards- software-parts to completely service this system at all times.

con't

- Recent installations which are similar to the proposed system configuration include:
City of Livermore - contact Armond Mulder 510-373-5330, City of Pleasanton - Joyce Halley 510-484-8273, Cypress Semiconductor - Chris Field 408-943-2928. Work in progress: Sacramento school district - Frank Evpak 916-553-4075. Additional installations have included hospitals, government installations, universities, industrial plants.
10. Options we feel are beneficial:
- a. Negative dialer program - for automatic testing of customers systems. \$ 985.00
 - b. Remote line printer program. This will allow one to print all account data contained within the memory of this system, or provide printout of all current system activity - very useful tool - less printer, however any serial printer will work. \$1200.00
11. The existing Digitize system and this proposed system are centered around the monitoring of burglar-holup type alarms, however the majority of Digitize systems involve fire monitoring. With UL-California state fire marshal approved fire transmitters, this system can adequately monitor any local fire alarm system. Digitize and a company called ABM have developed software which can fully automate this system or serial into your own CAD system.
12. Reference paragraph 9 - Maintenance:

Associated proposes to provide the required personnel for repairs on the Digitize System 3000 serial # _____ receiving system.
Associated maintains an adequate stock of all parts, boards, components and software to effect all repairs in a timely manner. Boards typically will be exchanged and factory repaired with actual billing to follow. Standard Digitize markup will apply. Typical time frame for repairs - 2 to 4 hours response.

Standard Digitize warranty on all boards - 1 year. Warranty is based upon normal and intended use. Such is excluded in the event of damage resulting from misuse, repair attempts by anyone other than authorized Associated personnel, acts of God and or other events beyond the control of Associated. Labor repair warranty on actual repair - 30 days.

Cost per hour - portal to portal:

Normal business hour/day (M-F 8:30 to 5:30) \$75.00 per hour.
After hours/holidays/weekends \$150.00 per hour.

Initial one year annual contract to provide all labor only. Includes semi annual checkout - cleaning of system - voltage adjustments etc - new personnel training at this time if desired.

Annual cost: \$3200.00.

Payment terms: Net 30, payable quarterly in advance.

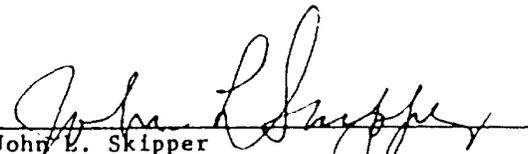

John E. Skipper
Senior Supervisory Technician

EXHIBIT B

L O D I P O L I C E D E P A R T M E N T

M e m o r a n d u m

To: Larry Hansen
 Chief of Police

From: Captain James Schick

Date: March 7, 1994

Subject: ALARM MONITORING SYSTEM

This memorandum will summarize the results of my research on replacement of the current Lodi Police Department alarm monitoring system.

Per instructions of the Lodi City Council, requests for performance (RFP's) were solicited for a new alarm system. Twenty-six notices were mailed out to potential vendors. On December 1, Kirk Evans and I conducted an informational meeting and communications walk-through with potential vendors to discuss questions and expectations in providing a replacement alarm system. Approximately twelve vendors attended. Pursuant to the bid specifications, the proposals were opened on January 7, 1994, by Mr. Joel Harris of the City of Lodi Purchasing Department. Only two proposals were received within the required time period. The two entities submitting proposals were California Security Alarms of San Mateo (\$16,500.00) and Associated Electronics of Livermore (\$20,195.22).

The proposals received reflect the initial purchase cost and one year maintenance warranty on a new alarm system. In this memorandum I will address the following additional considerations:

1. Total system operating costs over a five year period.
2. Annual cost for subscribers.
3. Associated factors, which include the impact on police and City personnel and resources to operate an alarm system.
4. Evaluation of proposed replacement systems.
5. Evaluation of subscribers.
6. Liability issues.

TOTAL SYSTEM COSTS:

There are three fixed costs to initiating a new system:

1. Initial purchase price of the system.
2. 2nd thru 5th year maintenance contract.
3. Fees for connections or system information updates.

When the City Council directed that a replacement alarm system be researched they indicated that the total cost of a new system would be borne by the subscribers. I have compiled the costs to purchase and warranty a system over a five year period. Pro-rating the total costs over a five year period will be equitable for the system subscribers. It would be inappropriate for the subscribers to fund this project in a shorter time period.

The alarm system purchase prices submitted include installation, training of personnel, transfer of all alarms from the existing system, and first year warranty.

An extended maintenance contract on a new system is imperative. Without a maintenance contract the City could ultimately end up paying much more than the warranty cost to keep a system operating. Five years is a conservative estimate on the life of a new system and both bidders will provide maintenance contracts for that duration (refer attachments). The system can be evaluated at the end of five years to determine if it should be replaced or the maintenance contract extended.

Periodically subscribers upgrade equipment, change alarm companies and contact persons. All changes made by subscribers must be reported immediately so the necessary updates can be made to the alarm system and police records. Without current information, officers will not be able to respond properly or safely. It is imperative that subscribers submit a list of contact persons with their annual alarm renewal. This information will be compared with the previous data to insure all information such as locations and types of alarms and contact persons is current and accurate. Police staff will update the information in the City computer system and the alarm vendor will update the alarm system. The amount of work will vary from year to year depending on how many changes are necessary. Both alarm bidders charge \$75.00 charge per hour for labor, including travel time. I estimate these changes will require a minimum eight hours (\$600.00) annually. This cost must be included in the total cost of a new system. If we attempt to have individual subscribers pay for changes, they would cease to inform us, and in a relatively short period of time our information would be inaccurate. This type of work is part of the cost of doing business as an alarm system provider and is essential to maintaining accurate information.

ANNUAL COST FOR SUBSCRIBERS:

The total five year costs of each submitted replacement system are:

Associated Electronics:

Purchase price:	\$20,195.22
2nd thru 5th year maintenance @ \$2,505. per year X 4 years:	\$10,020.00
Annual Subscriber Verification @ \$600.00 per year X 5 years:	\$ 3,000.00
Total:	\$33,215.22

California Security Systems:

Purchase price:	\$16,500.00
2nd thru 5th year maintenance:	\$ 3,828.83
Annual Subscriber Verification @ \$600.00 per year X 5 years:	\$ 3,000.00
Total:	\$23,328.83

In order to approximate the how much to charge subscribers to fund purchasing a replacement alarm system, I divided the above figures over a five year period. I then divided that figure by 50, 75, and 100 subscribers to arrive at an annual cost per subscriber:

Associated Electronics total system cost: \$33,215.22

50 subscribers:	\$132.86 per year
75 subscribers:	88.57 per year
100 subscribers:	66.43 per year

California Electronics total system cost: \$23,328.83

50 subscribers:	\$ 93.31 per year
75 subscribers:	62.21 per year
100 subscribers:	46.65 per year

ASSOCIATED FACTORS:

There are several associated costs with maintaining an alarm system which require staff time and City resources. Prior to reviewing this matter, system users were charged a \$60.00 annual fee to compensate the City for administrative operating expenses. This fee was suspended until a resolution is reached on a new system. It is the Police Department's recommendation this fee be reinstated at \$100.00 per year.

One associated factor is false alarms. No matter how modern or efficient the alarm monitoring system, most false alarms are due to human error. Many private alarm services have agreements to provide a call-back to the subscriber when there is an activation. This notification prevents many false alarms being reported to the police. With an in-house alarm system this is not feasible. All activations on a police system must generate a response. I anticipate an increase in false alarms which will place additional demands on dispatchers and police officers.

Many businesses fail to notify the police department of changes in responsible parties. Dispatch frequently spends inordinate amounts of time attempting to contact the proper persons. I recommend the mandatory annual filing of an emergency contact list for each subscriber. The contact list would be submitted with the annual alarm renewal fee and will contain the name, telephone number, and home address of three contact persons. All of this information must be entered into the police department's computer information system and will require substantial staff time to review and verify annually, but it is essential information.

All private alarm companies have redundant alarm systems. This means they actually have two alarm monitors. Since the proposed City alarm systems are not redundant, the subscribers must be monitored by private alarm companies to insure security. Without redundancy, liability is a concern. The matter of concurrent private alarm company monitoring was negotiated and agreed upon with business owners interested in this system. I recommend it be the responsibility of the private alarm company to contact a responsible party upon an alarm activation.

If a new alarm system is purchased, some subscribers may require minor modification of their equipment. Both vendors stated their systems could be connected without major changes. I recommend each subscriber absorb the costs incurred in connecting to the new system. I also recommend that the City contract with the successful vendor to make all future connections and disconnections to the system. A service call is necessary to do a connection or disconnection and the minimum charge is \$75.00. Based on both vendors' hourly labor rates, I recommend a fee of \$75.00 to connect and \$75.00 to disconnect. New subscribers will post both fees upon connection to the system. Collecting the disconnect fee "up front" will save the City from absorbing that cost should a subscriber sell or go out of business. Current subscribers would be required to post the disconnection fee only. Failure to have the successful vendor do all system changes will result in the following complications:

1. Compromise of department security.
2. Possible inadvertent damage to the system or other City equipment due to lack of knowledge about the system.
3. Allowing unauthorized personnel to work on the system will void equipment warranties.

The City Finance department will also incur costs to support an alarm system. They will have to develop billing forms for connection and disconnection, and collection of annual fees. Other costs will include labor for data entry, accounting, billing, and postage for billing and annual renewal notices.

EVALUATION OF REPLACEMENT SYSTEMS:

The two proposed replacement systems are the KELTRON DMP704 (California Security Alarms) and the DIGITIZE 3000 (Associated Electronics Co). Both systems are self-contained rack mounted units. They provide hard copies of alarm activation information and are capable of monitoring both digital communications and reverse polarity. Both are also capable of identifying multiple areas (zones) within an individual account. Each bidder submitted a list of references with their proposals. Site visits were conducted at four police departments: Livermore and Pleasanton have the Digitize system. Palo Alto and Mountain View have the Keltron system. It appears these two systems are comparable. Each City expressed satisfaction with their system and the respective vendors. Palo Alto monitors only City alarms and Mountain View has only four private subscribers which they are eliminating thru attrition.

EVALUATION OF SUBSCRIBERS:

Another important area of consideration is the type of subscribers that will be allowed to be connected. This decision varies widely from city to city. Most cities with alarm systems do not allow residential connections. Some only allow "high risk" businesses (financial institutions, jewelry stores, coin or pawn shops), and many only monitor city alarms. It is my recommendation the City of Lodi limit participation to commercial establishments and City of Lodi alarms.

LIABILITY ISSUES:

I requested City Attorney Bob McNatt research the potential City liability regarding alarm systems. It is possible that by maintaining an alarm monitoring system the City establishes a "Special Relationship" which creates vicarious liability. Mr. McNatt's response (attached) explains court interpretations of "Special Relationship". It is his recommendation that the City obtain a "hold harmless agreement" from each alarm subscriber if the City continues to monitor alarms.

SUMMARY:

If the City Council elects to continue to monitor silent alarms it is the recommendation of the Police Department that a replacement alarm system be purchased from the low bidder, California Security Systems. IT IS ALSO OUR RECOMMENDATION THAT THE CITY OF LODI NOT PURCHASE A REPLACEMENT SYSTEM UNTIL A MINIMUM OF 50 SUBSCRIBERS ARE COMMITTED.

Based upon our recommendations the annual City reimbursement costs to 50 individual subscribers will be:

City Administrative Fee:	\$100.00
Alarm System Funding Fee:	<u>93.31</u>
Total:	\$193.31

Respectfully submitted,



Captain James Schick
Commander
Support Services Division

attachments

CITY OF LODI
MEMORANDUM FROM THE OFFICE OF THE CITY ATTORNEY
=====

To: Lieutenant Jim Schick, Lodi Police Department
From: Bob McNatt, City Attorney
Date: January 30, 1992
Subject: ALARM SYSTEM LIABILITY

=====

I have now had a chance to do a bit of research on the questions you asked about the possibility of a "special relationship" between the City and subscribers to the alarm system maintained by the Police Department. Although case and statute law guidelines are not perfectly clear, it appears that in some circumstances, the City might be liable to alarm subscribers for damage or injury caused by third parties.

As a starting point, public entities are generally immune from liability for failure to provide police protection (Government Code Section 845), or failure to make an arrest (Government Code Section 846). There is also a fair number of cases affirming that general rule, such as Antique Arts Corp. v. City of Torrence (1974) 114 Cal. Rptr. 332; Van Batsch v. American District Telegraph Co. (1985) 222 Cal. Rptr. 239; and Lopez v. City of San Diego (1987) 235 Cal. Rptr. 583.

However, all these cases have been careful to say that no liability is involved if no "special relationship" exists. The Lopez court also pointed out that circumstances giving rise to such liability should be "narrowly circumscribed." I believe that creates a rebuttable presumption in our favor.

Some situations, however, have resulted in "special relationship" liability. In Carpenter v. City of Los Angeles (1991) 281 Cal. Rptr. 500, the court found the City liable based on a duty to warn a witness of a robber's alleged plan to kill him after detectives assured the victim that there was "no real danger" and he relied on that assurance. It is a little hard for me to distinguish between the Carpenter case and M. B. (Jane Doe) v. City of San Diego (1991) 284 Cal. Rptr. 555 in which the court found no liability after police assured a victim of a burglary that "These guys never come back." The suspect did, in fact, return and raped the victim after police became aware of his threats to do so. This is why I said that the guidelines are not exactly clear. I suspect the difference between these two cases was simply a factual finding by the jury with more compelling evidence in Carpenter than in M. B. showing that police actions somehow placed the victim at greater risk.

The best I can find as far as a test to see if a "special relationship" exists is in the M. B. v. San Diego case. The court here said a special

=====

PDALARM2/TXTA.01V

relationship is formed between police and either the victim or the third party if:

1. Police have made specific promises to do something to protect the victim and then failed; or
2. Police action created or increased a peril by affirmative acts; or
3. Police voluntarily undertook to aid an individual and thereby lulled the victim into a false sense of security to his detriment.

(M. B. v. San Diego at 557).

The factual question then becomes whether we have done so by agreeing to monitor alarms and charging \$60 a year. Although we can't be certain about specific facts in individual cases, it seems at least possible a jury might think that by taking the money and agreeing to monitor the alarms and dispatch police, we might have lulled the subscribers into a false sense of security if officers do not respond quickly enough. The liability could extend as far as all damages, up to (I suppose) a worst case scenario involving severe injuries or death. Experience has shown that if no other potential sources of damage compensation are apparent, victims of violent crimes tend to look to the governmental agency providing police protection.

If we are going to continue the alarm monitoring program, I strongly recommend that we obtain from all subscribers a hold harmless agreement disclaiming any special relationship status and advising the subscribers of Government Code Sections 845 and 846. I believe that would put us in a better position. Of course, the decision on whether the City should monitor alarms at all is a policy question for the Police Department and City Council.



BOB McNATT
City Attorney

BM:vc

ASSOCIATED ELECTRONICS COMPANY

233 JUNCTION AVE. LIVERMORE, CALIFORNIA 94550 (510) 447-1228

February 25, 1994

REFERENCE: City of Lodi alarm system monitoring system. Specifications PD-9301.

The following constitutes an attachment to our proposal dated 1/5/94 and is submitted per your request.

1. Reference our proposal, page 2 paragraph 7 Warranty amend to read:

Warranty: One year commencing with date of system completion. Includes all parts, materials, software, thermal paper, labor and travel required and necessary for the normal operation of the system. This applies to the warranty term.

2. Extended warranty: Commencing with the second year and ending at the end of the fifth year it includes the same items as setforth in paragraph one, above.

Annual cost, payable annually in advance Net 30 Days \$ 2,505.00

Extended warranty is subject to the following.

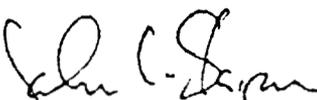
It is subject to a 10% increase or an increase derived from the U.S. consumer price index prevailing at the beginning of years 2, 3, 4 and 5 whichever is the greater.

It may be cancelled by either party to concur with the commencement of years 2, 3, 4 and 5 by either party providing to the other 30 days advance notice in writing.

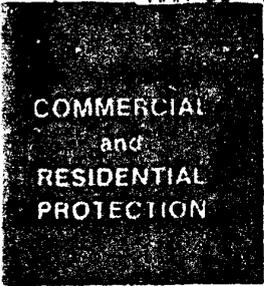
GENERAL INFORMATION

The above provides a five year all exclusive service-maintenance contract. It is based upon the normal and intended use of the system, that no one other than authorized personnel of Associated will be permitted access to the system and that Associated will not be responsible for any conditions or occurrences over which it does not exercise control.

Programming of new alarm systems and or the changing of information for existing alarm systems on a one time monthly basis.



John L. Skipper



CALIFORNIA SECURITY ALARMS

Post-It brand fax transmittal memo 76/1		* of pages *)	
To	CPT SCHICK	From	VINCE
Co	POLICE DEPT.	Co.	CSA SECURITY
Dept	SUPPORT SVS E	Phone	415.574.0308
Fax	209-333-6992	Fax	415.574.0308

March 1, 1994

City of Lodi
Police Department
230 West Elm Street
Lodi, Ca. 95240

Attention: Captain James Schick

Re: Addendum for CSAI proposal - Your Specification #PD 9301

Dear Captain Schick,

Here is the additional information you requested regarding adding a second through five year option to retain CSAI services for maintaining proposed system:

Third Year \$907.50

Fourth Year \$998.25

Fifth Year \$1,098.08

These service rates would be to specifications outlined in bid package. Second year rate already quoted at \$825.00 dollars.

Thank you for the opportunity to be of service. If I can be any further of assistance, please do not hesitate to give me a call.

Sincerely,

Vincent A. Delriese
General Manager

VDF/dv

**C
S
A
I**

Main Office:
1009 S. CLAREMONT
SAN MATEO, CA
94402-1835
(415) 342-2200

Branch Office
P.O. BOX 1061
TRUCKEE, CA
96160-1061
(916) 587-8278

Consumer Affairs
Lic.# ACO 42

Contractors
Lic# 537183