



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approval of Specifications and Authorization to Advertise for Bids for City-monitored Silent Alarm System

MEETING DATE: October 6, 1993

PREPARED BY: City Manager

RECOMMENDED ACTION: That the City Council approve the specifications and authorize the advertisement for bids for a replacement City-monitored Silent Alarm System.

BACKGROUND INFORMATION: This matter has been the topic of considerable discussion at previous City Council meetings. Strong sentiment has been expressed on both sides of the issue. For additional background information attached are copies of the Council Communications on this topic from the meetings of March 4, 1992 and August 5, 1992 (Exhibit A). Also attached is a copy of the specifications (Exhibit B). If the City is to remain in the silent alarm monitoring business, the existing system must be replaced because it is obsolete. It has become periodically unreliable, and there is increased difficulty in locating parts.

It was at the regular meeting of Wednesday, August 5, 1992, that the City Council directed the staff to solicit bids for the installation of a City-monitored Silent Alarm System. Staff has devoted considerable time to the development of these specifications which proved to be a difficult assignment. Staff had to start from "scratch" since there were no other public agencies who had recently gone through such a procedure.

This is a complex issue. Those business owners who have expressed a strong desire to be connected to such a system (which would replace the existing system) have stated that they would pay for the purchase, installation and monitoring of the system. However, until the cost of this replacement system is determined, the cost to individual businesses cannot be calculated. Upon receipt of proposals, staff will develop a schedule of charges based on an estimated number of businesses who wish to connect to the system. The schedule might then have to be amended if the number of interested parties proves to be greater or less than anticipated.

APPROVED _____

THOMAS A. PETERSON
City Manager



City-monitored Silent Alarm System
October 6, 1993
Page Two

Those business owners who in the past have expressed an interest in connecting to a new alarm system will be advised that this item appears on this agenda. Chief of Police Larry Hensen and other Police Department representatives will also be in attendance to provide additional information if requested.

FUNDING: To be determined

Respectfully submitted,



Thomas A. Peterson
City Manager

TAP:br

Attachments



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Discuss City-Monitored Silent Alarm Service
MEETING DATE: August 5, 1992
PREPARED BY: City Manager

RECOMMENDED ACTION: That the City Council direct staff to discontinue the City-monitored silent alarm service.

BACKGROUND INFORMATION: At its regular meeting of Wednesday, March 4, 1992 the City Council received a report from staff requesting that the Council concur in the action of staff to discontinue the silent alarm service monitored by the Police Department. Attached (Exhibit A) is a copy of the Council Communication of that date which addresses this matter. Nothing has occurred since then to alter the information and position presented in that report.

At the March 4 meeting, following a lengthy discussion, the City Council directed staff to survey the business community to determine the level of interest. The survey form was developed with the assistance of Mr. David Rice, owner of Bitterman's Jewelers, 10 N. School Street. Mr. Rice has been the leading proponent of the City of Lodi remaining in the business of monitoring a silent alarm service. The survey form was mailed, with a self-addressed return envelope, to 228 businesses. Of this number, only 25 indicated an interest in subscribing to such a service, although at this time we do not know the costs to individual businesses. It is interesting to note that not a single bank or savings and loan institution expressed an interest in such a service. Bitterman's Jewelers was the only jewelry store in the City expressing interest. Police Captain Larry Hensen coordinated the survey and a copy of his compilation of the results is also attached (Exhibit B). He will be in attendance at Wednesday night's meeting to answer any questions Councilmembers may have.

It is the staff's position that the City's remaining alarms can be adequately served by a private alarm company or by an alternate method thereby eliminating the need for the alarm panel as it presently exists or its replacement.

FUNDING: None required

Respectfully submitted,

Thomas A. Peterson
Thomas A. Peterson
City Manager

TAP:br

Attachments

CCCOM561/TXTA.07A

APPROVED: THOMAS A. PETERSON
City Manager





CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Discontinue Silent Alarm Service Monitored by Police Department

MEETING DATE: March 4 1992

PREPARED BY: City Manager

RECOMMENDED ACTION: That the City Council concur in the action of staff to discontinue the silent alarm service monitored by the Police Department.

BACKGROUND INFORMATION: Last summer the City Council was advised via a memorandum that it was the City's intention to terminate the silent alarm service monitored by the Police Department. That memo advised that "unless I (City Manager) hear from Councilmembers to the contrary, we will move ahead with this effort...." A second memo was sent to the City Council last November referencing the earlier memo and stating that "we are now ready to do so (terminate) and will proceed as planned."

The Police Department, in a letter dated January 3, 1992, advised the 28 subscribers to this service that the department would no longer maintain the silent alarm board. The letter gave a disconnect deadline of February 6, 1992, with a provision for a 30-day extension from that date if the time frame created a hardship. This deadline was subsequently extended an additional 30 days to April 6, 1992. Two months have elapsed since the notification letter was mailed and as of this writing the Police Department has received just two calls of complaint. One complainant was unhappy initially, but understood the reasons for the action. He was granted a 30-day extension and advised the Police Department that he was moving ahead with addressing his silent alarm needs. The only other complaint was received from Mr. David [redacted], owner of Bitterman's Jewelry, 10 N. School Street, who appeared before the City Council at its regular meeting of Wednesday, January 15, 1992, to present his protest in person.

There are a small number of City and County work stations and equipment rooms connected to the system and the dispatchers will continue to monitor those until the system completely "crashes." Over half of these are located in the Public Safety Building (Police Department) itself. These alarms are almost never activated and thus pose little, if any, additional load on the dispatchers. Upon the complete failure of the existing alarm system, the City will evaluate alarm system technologies at that time and recommend action as deemed appropriate.

APPROVED: _____

THOMAS A. PETERSON
City Manager



AGENDA TITLE: Discontinue Silent Alarm Service Monitored by Police Department

MEETING DATE: March 4 1992

Page Two

The reasons for the decision to terminate this service were enumerated in the original memo distributed to the City Council. They bear repeating:

- . It has been determined that this silent alarm board operation is obsolete.
- . The system has become periodically unreliable, and we are experiencing problems and an increasing difficulty in locating parts.
- . We have created a false sense of security for those businesses currently tied into the system.
- . There exists the potential of City liability and as a result, the majority of California cities no longer provide this service.
- . There are a number of local alarm companies available to provide this service.

As a direct result of Mr. Rice's requests for additional information, proposals to install a replacement system were solicited from four private alarm companies. Two were Lodi firms; one in Stockton; and one in the Bay Area (San Mateo). The bids ranged widely from a low of \$14,800 to a high of \$44,649. The range would lead one to logically conclude that the various equipment proposed also varied widely in capabilities.

The issue here is not whether a silent alarm system can be installed at a cost of \$14,000 or \$44,000. The issue is: should the City of Lodi remain in the silent alarm business? It is the recommendation of staff that the City should not. The Dispatch Center is already crowded with calls for service, many of which are of an emergency nature, and some of which bear directly on the life safety of the officers involved. In the midst of this activity, the City's dispatchers should not be saddled with the additional burden of having to prioritize responses to silent alarms. The department has always, and will continue to respond to silent alarms. But the screening of these alarms should be the responsibility of private alarm companies who are in the business of providing this kind of service. The fact that approximately 90%-95% of the silent alarm calls the Police Department receives are "false alarms" lends further support to the City's termination of this service. It is important to note that there remains in San Joaquin County not a single other law enforcement agency still in the silent alarm business.

AGENDA TITLE: Discontinue Silent Alarm Service Monitored by Police Department
MEETING DATE: March 4 1992
Page Three

Finally, there are significant numbers of previous subscribers to the service who have already made arrangements to convert their alarm systems to private alarm companies. They have done so at no small expense. It has cost them money. For example, all of the banks and savings and loan institutions are no longer connected to the City's silent alarm board. With the exception of Mr. Rice, the City has not heard from any of the remaining handful of businesses and residents who had previously subscribed to this service. Having received no inquiries from these individuals in the two months since the original contact regarding the termination of service was made, we can only assume that they have either made other arrangements or have concluded they have no continued need for alarm services.

To now renege on the City's prior announcement that it would be terminating this service would be most unfair to those businesses and residents who have taken the City at its word.

FUNDING: None required

Respectfully submitted,



Thomas A. Peterson
City Manager

TAP:br

CCCOM443/TXTA.07A

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

EXHIBIT B

To: Thomas Peterson
City Manager

From: Captain Larry D. Hansen
Patrol Division Commander

Date: July 27, 1992

Subject: BUSINESS ALARM SURVEY

On June 24, 1992 the alarm monitoring survey was mailed to 228 city businesses. The following results were noted:

1. 37 surveys were returned (unopened) with no forwarding address
2. 191 surveys were assumed to be delivered
3. 57 (of 191) responses were completed and returned to Lodi Police Department
4. This is a survey return rate of 30%
5. Of the 191 businesses who received the survey, 25 (or 13%) indicated they would like to be connected to Lodi Police Department

Included with this memo are the business alarm survey results, with the following attachments:

- A. Businesses interested in connecting to the alarm system
- B. Businesses not interested in connecting to the alarm system
- C. Current alarm subscribers (a total of 9)
- D. City alarms

Based on the results of this survey, it is my recommendation that the City of Lodi discontinue the alarm monitoring service. I have consulted with a private alarm company and they have determined they could monitor all city alarms, thus relieving us of the alarm monitoring business. However, Lodi Police Department Dispatch could continue to monitor our existing "panic buttons".

I believe the results of the survey offer an interesting profile of the businesses in our community. I would refer you to the summary of the survey results for any further analysis.

Respectfully submitted,

Capt. Larry D. Hansen
Captain Larry D. Hansen
Patrol Division Commander

LDH:jh

BUSINESS ALARM SURVEY RESULTS

1. Business name: (Addresses listed on Attachments A & B):

<u>Interested in System (A)</u>	<u>Not Interested in System (B)</u>
Poser's TV and Radio	King Videocable
Apache Armory	Longs Drug Stores #48
Bitterman's Jewelers	Danz Jewelers
Nick's Gun Works	Burtons Shoes
Al's Wheel & Brake	Valley Ind.
Lodi Coin & Precious Metals	Plaza Liquors #2
Midas Muffler and Brake	Newman & Ramsey Insurance
Lodi Sporting Goods	Country Kitchen
Sak's TV and Home Furnishings	Lodi Video Station
Lodi Funeral Home	Doors Plus, Inc.
Robinsons Western Store	Christensens Fashions
Baumbach and Piazza	Cherokee Auto Body
Star Market #1	Lodi Fab Industries
Air Pacific Compressors, Inc.	Bello Cabinets
VariPro System	Lodi Fisco
Gannon Trucking	Stan's Business Machines
M & R Company	E & L Market
Radio Plus	Farmers & Merchants Bank
Jack in the Box	Dobler's Ski Cottage
Dependable Precision	Wright Insurance Agency
Lodi Warehouse Distributors	Michele's Antiques
Ag Industrial Mfg., Inc.	Hollywood Cafe
Guarantee Repair Service	Lodi Metal Tech., Inc.
Star Market #2	The Toggery
Ehler's Auto	Wallace Computer Services
	San Joaquin Vet. Clinic
	Allied Disc Grinding
	Ming's Smorgi Restaurant
	Radio Shack
	Great Adventures
	Lodi Tent & Awning
	Bank of Lodi

2. Type of business:

(See Attachments A and B)

3. Identify your risk concern:

High Risk:		
Expensive inventory - easily carried away	17	30%
Moderate Risk:		
Moderate to expensive inventory - easy to difficult to carry away	27	47%
Low Risk:		
Low to medium price inventory - easy to difficult to carry away	13	23%
	57	100%

4. Describe your concerns for employee safety:

Four respondents expressed concern about employee safety.
Eleven respondents expressed concern about robbery.

5. Type of your existing alarm system:

A. Silent	3	5%
B. Audible	10	18%
C. Silent & Audible	43	75%
D. None	1	2%
	<hr/>	
	57	100%

6. Does anyone monitor your alarm system?

YES	53	93%
NO	4	7%
	<hr/>	
	57	100%

7. Please identify who monitors your system.

Bay Alarm	16	28%
American Alarm Electronics	12	21%
Alamo	5	9%
Lodi Police Dept.	4	7%
Sonitrol	3	5%
No Response	3	5%
Lodi Security System	3	5%
Valley Alarm	2	3%
ADT	2	3%
None	1	2%
The neighbors do	1	2%
Honeywell Protection	1	2%
Tandy Security System	1	2%
Centurion Alarm	1	2%
The System Alarm Co.	1	2%
Advanced Alarm Technology	1	2%
	<hr/>	
	57	100%

8. Do you own your alarm system?

YES	33	58%
NO	22	38%
NO RESPONSE	2	4%
	<hr/>	
	57	100%

9. Is your system serviced by an alarm company?

YES	50	88%
NO	6	10%
NO RESPONSE	1	2%
<hr/>		
	57	100%

10. Do you have an alarm service contract with your alarm company?

YES	43	75%
NO	13	23%
NO RESPONSE	1	2%
<hr/>		
	57	100%

11. Do you have a current monitoring/maintenance agreement with your alarm company?

YES	47	82%
NO	10	18%
NO RESPONSE	0	0%
<hr/>		
	57	100%

12. Do you have a current agreement for response time?

YES	14	24%
NO	42	74%
NO RESPONSE	1	2%
<hr/>		
	57	100%

13. Do you have an agreement with your alarm company to call you before the Lodi Police Department is called?

YES	21	37%
NO	32	56%
NO RESPONSE	2	3.5%
YES AND NO	2	3.5%
<hr/>		
	57	100%

Comments:

1. Police called first
2. We have good reason on several occasions
3. Call police first
4. They call both depending on extent of break in
5. When select zones are activated and during normal working hours

14. What is your estimate of how many "employee error" type alarms you have on a monthly basis?

a. None	32	56%
b. .5 a month	6	10%
c. 1 a month	6	10%
d. 1-2 per year	10	18%
e. 5 a month	1	2%
f. No Response	2	4%

57 100%

15. What is your estimate of how many "equipment malfunction" type alarms you have on a monthly basis?

a. None	33	58%
b. .5 a month	5	9%
c. 1 a month	4	7%
d. 1-2 per year	11	19%
e. 5 a month	1	2%
f. No Response	3	5%

57 100%

16. How many burglaries, unauthorized entries, and vandalisms have you had in the past year?

a. None	41	72%
b. 1 Per Year	6	11%
c. 2-4	3	5%
d. 5-8	4	7%
e. 12-15	2	3%
f. No Response	1	2%

57 100%

17. Do you use special pass codes with your alarm company?

YES	43	76%
NO	11	19%
NO RESPONSE	3	5%

57 100%

18. Do you have an alarm permit issued by the City?

YES	40	70%
NO	10	18%
NO RESPONSE	7	12%

57 100%

19. Would you be interested in connecting to an alarm system monitored by the Lodi Police Department at a cost to be determined?

YES	25	44%
NO	29	51%
NO RESPONSE	3	5%
	<hr/>	
	57	100%

Comments:

- 1) Mildly interested
- 2) If no other service is needed
- 3) If cost is reasonable
- 4) Perhaps, if more prompt response could be assured
- 5) Corporation would not sanction
- 6) Possibly, we're fairly happy with our current setup.
Low cost = interest.
- 7) Not if I have to maintain a secondary system
- 8) Unless the cost is less than I pay now
- 9) Too many business costs now
- 10) Would be too much money
- 11) I feel that the private companies can and are doing a great job
- 12) I do not feel that our police department should have to service private businesses when other means are available

20. If it were possible for you to connect to an alarm system monitored by the Lodi Police Department, would you be willing to establish a system that is also simultaneously monitored by a private alarm company?

YES	24	42%
NO	24	42%
NO RESPONSE	8	14%
MAYBE	1	2%
	<hr/>	
	57	100%

NOTE: Of the 25 respondents who said they would like to be connected to LPD, 3 said they were not willing to establish a separate system and 1 said maybe. Of the 29 respondents who said they would not like to be connected to LPD, 3 said they were willing to establish a separate system.

Comments:

- 1) Not unless you think it is necessary
- 2) Perhaps, if a more prompt response time could be assured
- 3) Already done
- 4) We currently have such a system

- 5) If confusion as to responsibility was eliminated between the two services
- 6) Maybe
- 7) If the cost was not too high, and the city police department recommended them as a reliable service
- 8) In existence at our business now
- 9) Possibly, depends on cost involved
- 10) Already monitored by private alarm company
- 11) Depends on cost
- 12) Perhaps, if it were a free service
- 13) I would not be willing to pay the additional cost involved as my private system has been adequate for 9 years
- 14) If no charges were incurred

21. Are you currently satisfied with your present alarm company?

YES	47	82%
NO	6	11%
NO RESPONSE	4	7%
	<hr/>	
	57	100%

Comments:

- 1) Not completely - the time taken to notify police of alarm is not consistently fast enough
 - 2) Lodi Police Department is solely responsible for our alarm monitoring
 - 3) Not applicable, Lodi Police Department only monitors alarm
 - 4) I would feel safer if we were monitored by our police department
 - 5) Since I got rid of my other alarm company, I haven't had any problems, with the other company, I was robbed 3 times
22. Does your present alarm company offer guards or contract service personnel to secure your premises in the event of window smash/burglary at your business?

YES	7	12%
NO	40	70%
NO RESPONSE	10	18%
	<hr/>	
	57	100%

Comments:

- 1) They will arrange to provide this service at additional cost
- 2) Not sure
- 3) Not sure
- 4) Not that I know of
- 5) Very interested in direct police monitoring

- 6) Not applicable
- 7) Not sure
- 8) Unknown
- 9) Not applicable
- 10) Damage is covered and repaired, and employees guard store
- 11) Unknown
- 12) Unknown
- 13) Unknown
- 14) Unknown
- 15) We are required to secure alarm after each alarm condition

BUSINESSES INTERESTED IN CONNECTING
TO AN ALARM SYSTEM MONITORED BY LPD
(Page 1 of 2)

Poser's TV and Radio
208 S. School Street

Apache Armory
920 S. Cherokee Lane #F

Bitterman's Jewelers
10 N. School Street

Nick's Gun Works
440 E. Lodi Avenue

Al's Wheel & Brake
334 E. Lockeford Street

Lodi Coin & Precious Metals
105 W. Walnut Street

Midas Muffler and Brake
325 E. Kettleman Lane

Lodi Sporting Goods
858 W. Kettleman Lane

Sak's TV and Home Furnishings
200 N. Sacramento - Service Dept.

Sak's TV and Home Furnishings
210 W. Pine Street - Sales Dept.

Lodi Funeral Home
725 S. Fairmont Avenue

Robinsons Western Store
101 E. Lodi Avenue

Baumbach and Piazza
323 W. Elm Street

Star Market #1
741 S. Cherokee Lane

Air Pacific Compressors, Inc.
826 N. Sacramento Street

VariPro System
711 N. Sacramento Street

BUSINESSES INTERESTED IN CONNECTING
TO AN ALARM SYSTEM MONITORED BY LPD
(Page 2 of 2)

Gannon Trucking
1123 E. Vine Street

M & R Company
33 E. Tokay Street

Radio Plus
335 E. Kettleman Lane

Jack in the Box
419 W. Lodi Avenue

Dependable Precision
1111 S. Stockton Street

Lodi Warehouse Distributors
320 E. Lockeford Street

Ag Industrial Manufacturing, Inc.
110 S. Beckman Road

Guarantee Repair Service
101 Commerce Street

Star Market #2
2525 S. Hutchins Street

Ehler's Auto
217 N. Sacramento Street

BUSINESSES NOT INTERESTED IN CONNECTING
TO AN ALARM SYSTEM MONITORED BY LPD
(Page 1 of 2)

King Videocable
1521 S. Stockton Street

Longs Drug Stores #48
100 W. Lodi Avenue

Danz Jewelers
220 S. School Street

Burtons Shoes
17 W. Pine Street

Valley Ind.
1313 S. Stockton Street

Plaza Liquors #2
2420 W. Turner Road

Newman & Ramsey Insurance
402 W. Pine Street

Country Kitchen
1327 W. Lockeford Street

Lodi Video Station
550 S. Cherokee Lane #A

Doors Plus, Inc.
314 N. Main Street

Christensens Fashions
5 N. School Street

Cherokee Auto Body
314 N. Cherokee Lane

Lodi Fab Industries
1029 S. Sacramento Street

Bello Cabinets
1109 Black Diamond Way

Lodi Fisco
1150 Victor Road

Stan's Quality Business Machines
469 Murray

BUSINESSES NOT INTERESTED IN CONNECTING
TO AN ALARM SYSTEM MONITORED BY LPD
(Page 2 of 2)

E & L Market
844 S. Central Avenue

Farmers & Merchants Bank
121 W. Pine Street

Dobler's Ski Cottage
545 W. Lockeford Street

Wright Insurance Agency
2100 W. Kettleman Lane

Michele's Antiques
15 N. Cherokee Lane

Hollywood Cafe
315 S. Cherokee Lane

Lodi Metal Tech., Inc.
213 S. Kelly Street

The Toggery
28 S. School Street

Wallace Computer Services
1831 S. Stockton Street

San Joaquin Veterinary Clinic
523 W. Harney Lane

Allied Disc Grinding, Inc.
1003 E. Vine Street

Ming's Smorgi Restaurant
1040 W. Kettleman Lane

Radio Shack
230 W. Kettleman Lane

Great Adventures Travel
605 W. Kettleman Lane

Lodi Tent & Awning Co., Inc.
1617 Ackerman

Bank of Lodi
701 S. Ham Lane

CURRENT ALARM SUBSCRIBERS

09 Posers TV and Radio
 208 S. School Street

10 Apache Gun Works
 920 S. Cherokee Lane

21 Bitterman's Jewelers
 10 N. School Street

36 Nick's Gun Shop
 440 E. Lodi Avenue

51 Al's Wheel & Brake
 334 E. Lockeford Street

 Lodi Coin & Precious Metals
 105 W. Walnut Street

13 Ehlers Garage
 217 N. Sacramento Street

28 Beckman Residence
 107 N. Avena

31 Big O Tires
 302 N. Cherokee Lane

38 Borelli Jewelers
 9 N. School Street

CITY ALARMS

ZONE#	ALARM/LOCATION
01	Water Flow Alarm Police Basement
02	Smoke Alarm/Phone Computer Area
05	Heat Alarm Generator Room
07	Criminal Court
12	Boiler Room Diesel Police Department
14	Sewer Pit Pump Police Basement
15	Computer Room Alarm City Hall
22	Panic Alarm Carnegie Forum
24	Judge - LMC Department 1
26	City Hall Finance
27	City Manager Panic Button
40	Jail Smoke Alarm
48	Gasoline Sump Generator Room
52	Court - Department 2
54	Burglar Alarm Carnegie Forum
75	District Attorney Lodi Office

EXHIBIT B

CITY OF LODI

REQUEST FOR PROPOSALS

(Specification No. PD 9301)

NOTICE IS HEREBY GIVEN THAT the Purchasing Officer of the City of Lodi, State of California, will receive sealed bids pursuant to Specification No. PD 9301 at the Finance Department, City Hall, 221 West Pine Street, Lodi, CA. 95240 or P.O. Box 3006, Lodi, CA. 95241-1910 not later than 11:00 am on December 7, 1993, at which time they will be publicly opened and provided to the Police Department for evaluation, for the purchase of the following supplies, material, and/or services:

Alarm Monitoring System

Proposals received after said time will not be considered. Each proposal shall be submitted in a sealed envelope plainly marked:

"Proposal for Alarm Monitoring System, Specification No. PD 9301"

Each proposal shall be made out on a proposal form as provided. Prices shall include State and local sales taxes separately identified.

The City of Lodi reserves the right to accept such proposal or proposals as may be deemed most advantageous to the City, the right to waive any informality in a proposal, and the further right to reject any and all proposals.

Additional information may be obtained by contacting Captain Jim Schick at (209) 333-6882.

Joel Harris, Purchasing Officer
Lodi, California

TABLE OF CONTENTS

	Page
General Terms and Conditions	1-3
Special Terms and Conditions	4
Specifications	5-6
Proposal & Submission Forms	7
Statement of Qualifications & References	8
Purchase Agreement	9-11

GENERAL PROPOSAL TERMS AND CONDITIONS

1. Requirement to Meet All Proposal Provisions - Each proposal shall meet all of the specifications and proposal terms and conditions. By virtue of the proposal submission and acceptance of the proposal award, the proposer acknowledges agreement with and acceptance of all provisions of the specifications, except as expressly qualified in the proposal. Nonsubstantial deviations may be considered, provided that the proposer submits a full description and explanation of, and justifications for, the proposed deviations. Final determination of any proposed deviation will be made by the City of Lodi.

2. Proposal Submission - Each proposal must be submitted on the form(s) provided in the proposal package. Proposal documents shall be enclosed in an envelope which shall be sealed and addressed to the Purchasing Officer, City of LODI, 221 West Pine St., Lodi, California 95240. In order to guard against premature opening, the proposal should be clearly labeled with the proposal title, name of proposer, and date and time of proposal opening.

3. Proposal Retention and Award - The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations, and to make award as the interest of the City may require based on the criteria identified in Special Terms and Conditions.

4. Proposal Quotes and Unit Price Extensions - The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the proposer must be entered in figures in the spaces provided on the Proposal Submission Form(s). Any lump sum price shall be stated in figures. The Proposal Submission Form(s) must be completed in full. If the unit price and the total amount stated by the proposer for any item are not in agreement, the unit price alone will be considered as representing the proposer's intention and the total will be corrected to conform to the specified unit price.

5. Proposal Withdrawal - A proposer may withdraw his/her proposal, without prejudice prior to the time specified for the opening, by submitting a written request to the Purchasing Officer for its withdrawal, in which event the proposal will be returned to the proposer unopened. No proposal received after the time specified or at any place other than the place stated in the "Request for Proposals" will be considered. All proposals will be opened and declared publicly. Proposers or their representatives are invited to be present at the opening of the proposals.

6. Submission of One Proposal Only - No individual or business entity of any kind shall be allowed to make or file, or to be interested in, more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity which has submitted a sub-proposal to a proposer submitting a proposal, or who has quoted prices on materials to such proposer, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other proposers submitting proposals.

7. **Contract Requirements** - The proposer to whom award is made shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The Contract shall be made in the form adopted by the City and incorporated in these specifications. The proposer warrants that he/she possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, ordinances, and Regulations which are applicable.

8. **Failure to Accept Contract** - If the proposer to whom the award is made fails to enter into the contract: the award will be annulled; any proposal security will be forfeited in accordance with the Special Proposal Terms and be made to the next lowest responsible proposer who shall fulfill every stipulation as if it were the party to whom the first award was made.

9. **Contract Assignment** - The proposer shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City of Lodi.

10. **Non-Discrimination** - In the performance of the terms of this contract, the proposer agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such person.

11. **Work Delays** - Should the successful proposer be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the successful proposer. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at that time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such verbal, and making a finding as to the causes of same.

12. **Labor Actions** - In the event that the successful proposer is experiencing a labor action at the time of the award of the proposal (or if its suppliers or subcontractors are experiencing a labor action), the City reserves the right to declare that said proposer is no longer a responsible proposer, and to select another proposer that is not experiencing a labor action.

13. **Sales Tax Allocation** - For sales occurring within the City of Lodi, the City is reimbursed one percent of the sales tax paid. Therefore, for proposals from retail firms located in the City of Lodi at the time of proposal closing for which sales tax is allocated to the City of Lodi, 1% of the taxable amount of the proposal will be deducted from the proposal by the City in making price comparisons between proposals.

14. Communications Regarding Proposal - All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, such verbal communication shall not be binding on the City.

15. Business Tax - All proposers should be aware of the City's Business Tax Ordinance which requires that a Business Tax Receipt be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City. The amount of the tax is based on business conducted in the City of LODI, and is required to be paid when business is conducted in the City even though the principal location of the business may be outside of the City or a Business Tax Receipt has been issued to them by another city. Issuance of a Business Tax Receipt is only evidence of the fact that the tax has been paid; it does not sanction or approve any operation not otherwise permitted. Verification that the proposer has a valid City of LODI Business Tax Receipt will be obtained by the City prior to the execution of the contract. Additional information regarding the City's Business Tax program may be obtained by calling (209) 333-6761.

16. Payment Terms - The City's payment terms are 30 days from the receipt of an original invoice referencing the City's purchase order number and acceptance of the materials, supplies, equipment, or services (Net 30). Payment will only be released earlier for payment discounts and acceptance of materials, supplies, equipment or services.

17. Use of Trade Names - The use of trade names in these specifications is intended to assist in the description of material, equipment or services requested and will not be used to limit competition between comparable material, equipment or services.

SPECIAL TERMS AND CONDITIONS

- 1. Contract Term.** The prices provided for these items and services must be valid for a period of one year unless otherwise conditioned by the Proposer as an exception to the Proposal.
- 2. Non-Exclusive Contract.** The City reserves the right to purchase equipment and services listed in the RFP Submission Form, as well as any supplemental items or services, from other contractors/suppliers.
- 3. Evaluation.** Proposals will be evaluated on the basis of price, services proposed, warranty, qualifications of proposer, and reliability of equipment as determined by selection committee which may use references, trade magazines, and consumer reports in making this determination.
- 4. Qualification of Contractor.** The proposer will provide the City with a list of at least three (3) references to verify the quality and timeliness of services and equipment recommended under this proposal to include a history of the manufacturer of the equipment which includes how long they have been in business, the location of the parent company and a list of current customers. The City reserves the right to contact each of the references listed for additional information regarding your firms's qualifications and reliability of the equipment recommended and experience with the installation and maintenance of the alarm system recommended.
- 5. Conflict of Interest.** The Proposer certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the City. It is expressly agreed that, in performing these services, the Proposer shall at all times be deemed an independent contractor and not an agent or employee of the City.
- 6. Detailed Specifications.** The Proposer will provide sufficient detail and system description (prices and specifications) to allow evaluation of equipment and services. A detailed drawing of the proposed alarm system will be provided with the proposal. Each proposal will contain an accurate statement of all dimensions, ventilation requirements, input power requirements, wiring requirements as well as all other specifications necessary for installation and operation of the system.
- 7. Delivery.** The proposer will deliver the system within 90 days of award of contact or sooner if specified in proposal.
- 8. Warranty.** The proposer guarantees that all equipment and subcomponents are free of defects in both materials and workmanship for a period of one year from date of delivery and acceptance by the City.

SPECIFICATIONS NO PD 9301

ALARM MONITORING SYSTEM

1. The system must have the capability of monitoring both direct wire and digital systems.
2. The system must be simultaneously monitored by the Lodi Police Department monitoring equipment and a private alarm company. The alarm system must be fully redundant; it must have a complete backup system at the Lodi Police Department, Public Safety Building in order to provide total protection.
3. The system must have its own uninterrupted power source so that if power is lost, the system will continue to function.
4. The system must be capable of operating on 120 volt power source.
5. The system must be capable of accepting a minimum of 100 subscribers.
6. The system must be capable of providing a hard copy of all alarm monitoring functions:
 - * Upon receipt of an alarm, the system must instantly indicate to the dispatcher the name, address, type of alarm, number of the alarm, plus date and time of receipt of an alarm on a screen sufficiently large enough to enable the dispatcher to read and immediately broadcast the information without having to refer to a Roldex or numerical list of names.
 - * The message must be in plain English and visible to the naked eye from a distance of at least 6 feet.
 - * The hard copy printout must be given simultaneously to indicate the type of alarm circuit number and, again, the exact time and date of receipt of the alarm
7. The proposer must warrant that the anticipated life of the system is a minimum of ten years.
8. The proposer must agree to respond to requests for repair seven days a week, 24 hours a day and provide on the scene repairs within two hours of notification or pay the City penalties in the amount of \$200 per day for each day the system or a component of the system is inoperable.
9. The proposer will list warranties on all equipment and components by listing equipment and components under warranty, length of warranty, and type of warranty. In addition, the proposer will identify equipment and components that will not be under warranty

SPECIFICATIONS NO PD 9301 - continued

10. The proposer will describe maintenance services to be provided and the cost per hour for maintenance services not under warranty and provide a copy of the maintenance contract with the proposal.
11. The proposer will provide training to be approved by the Lodi Police Department at the Lodi Police Department prior to installation of system and equipment.
12. The proposer will confirm that the system recommended is listed by Underwriters Laboratories (UL).
13. All deviations from the specifications, general terms and conditions, and special terms and conditions will be identified and a full explanation of each deviation provided.

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

Name of Firm

Street Address

City, State and ZIP

Telephone

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:

Contact Individual:

Phone No:

Address:

Reference No. 2

Customer Name:

Contact Individual:

Phone No:

Address:

Reference No. 3

Customer Name:

Contact Individual:

Phone No:

Address:

Signature of Authorized Representative

Date

T

AGREEMENT

THIS AGREEMENT is made and entered into in the City of Lodi on this ____ day of _____, 1990, by and between the **CITY OF LODI**, a municipal corporation, hereinafter referred to as **CITY**, and the _____, hereinafter referred to as **CONTRACTOR**.

WITNESSETH

WHEREAS, on _____, 1990, **CITY** invited proposals for the procurement of an alarm monitoring system and services per Specification No. PD 9301.

WHEREAS, pursuant to said invitation, **CONTRACTOR** submitted a proposal which was accepted by **CITY** for said services.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, and shall remain in effect for a period of one (1) year. At the end of one year, the City may, at its option renew the contract for an additional one year period. If the contract is renewed for a second year, prices may be renegotiated between the **CITY** and **CONTRACTOR** within 90 days of the second year renewal subject to an increase no greater than the annual percentage change in the U.S. Consumer Price Index - All Urban Consumers (CPI-U) for the most recent period for which this information is available prior to renewal.

2. **INCORPORATION BY REFERENCE.** The Notice Inviting Proposals, the General Bid Terms and Conditions, the Special Bid Terms and Conditions, Bid Submission Form(s), and the Bid Specifications, are hereby incorporated in and made a part of this Agreement.

3. **CITY'S OBLIGATIONS.** For furnishing services as specified in this Agreement, **CITY** will pay and **CONTRACTOR** shall receive therefor payment based upon actual services and equipment ordered and received by **CITY** and the prices offered and services to be provided by **CONTRACTOR**.

Payment to the **CONTRACTOR** shall be made within 30 days after receipt of an original invoice from the **CONTRACTOR** and acceptance of the service, equipment or material by **CITY**.

4. **CONTRACTOR'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by **CITY**, **CONTRACTOR** agrees with **CITY** to furnish the services and equipment to do everything required by this Agreement and the said specifications. Without limiting the generality of the foregoing, **CONTRACTOR** warrants on behalf of itself and all subcontractors engaged for the performance of this Agreement that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

5. **HOLD HARMLESS AND INDEMNIFICATION.** CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, its officials, officers, employees, representatives, and agents, from and against all claims, lawsuits, liabilities or damages of whatsoever nature arising out of or in connection with, or relating in any manner to any act or omission of CONTRACTOR, its agents, employees, and subcontractors of any tier and employees thereof in connection with the performance or non-performance of this Agreement. The CONTRACTOR shall thoroughly investigate any and all claims and indemnify the CITY and do whatever is necessary to protect the CITY, its officials, officers, employees, agents, and representatives, as to any such claims, lawsuits, liabilities, expenses, or damages.

6. **TERMINATION.** Either party may terminate this Agreement at any time by providing thirty (30) days written notice of termination to the other party. Upon such termination, Contractor shall return to the City all material not yet copied. Work-in-progress will be completed, delivered and billed as outlined in the Agreement.

7. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

8. **ANTI-DISCRIMINATION.** In the performance of the terms of this Agreement, CONTRACTOR, agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

9. **AUDIT.** CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to CITY as condition precedent to any payment to CONTRACTOR.

10. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

CITY: Jennifer Perrin, City Clerk
221 West Pine St.
Lodi, CA 93403-8100

CONTRACTOR:

12. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and CONTRACTOR do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY:

ATTEST:

Thomas A Peterson, City Manager

Jennifer Perrin, City Clerk

CONTRACTOR:

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO CONTENT:

Chief of Police

AL'S WHEEL & BRAKE SERVICE, INC.

334 E. LOCKEFORD STREET

LODI, CA. 95240

(209) 334-2323

SEP 30 '93

RECEIVED

City Manager's Office

23 SEP 29 PM 1:37

EMANUELE M. PERRINI
CITY CLERK
CITY OF LODI

SEPTEMBER 29, 1993

LODI CITY COUNCIL

CITY COUNCIL:

I WOULD LIKE THIS LETTER READ ALOUD TO ALL COUNCIL MEMBERS AND STAFF MEMBERS AT THE OCTOBER 6, 1993 COUNCIL MEETING.

REGARDING THE REQUEST FOR PROPOSAL SPECIFICATION NUMBER PD 9301 "ALARM MONITORING SYSTEM".

FIRST, I WOULD LIKE TO ASK THE CITY MANAGER WHY IT HAS TAKEN A YEAR TO DEVELOP THIS REQUEST FOR PROPOSALS?

SECOND, I DISAGREE WITH SPECIFICATION #2 ON PAGE 5 THAT STATES THE ALARM MONITORING SYSTEM MUST HAVE A COMPLETE BACKUP SYSTEM AT THE LODI POLICE DEPARTMENT. THIS WILL LIKELY DOUBLE THE COST OF THE SYSTEM. I FEEL THAT HAVING A SEPARATE SIMULTANEOUS MONITORING OF OUR ALARM BY A PRIVATE ALARM COMPANY IS OUR BACKUP TO THE LODI POLICE DEPARTMENT. HAVING A TOTAL OF THREE SYSTEMS (TWO AT LODI POLICE DEPT. AND ONE AT THE PRIVATE ALARM COMPANY) IS AN OVERKILL AND ADDS UNNECESSARY COSTS TO THE SYSTEM.

THIRD, REGARDING ITEM #7 ON PAGE 5; HOW CAN ANY BIDDER "WARRANT THAT THE ANTICIPATED LIFE OF THE SYSTEM IS A MINIMUM OF TEN YEARS"? ONE CAN ONLY ESTIMATE THE ANTICIPATED LIFE OF SUCH A SYSTEM, NOT WARRANT IT FOR TEN YEARS!

THANK YOU FOR YOUR ATTENTION TO THIS LETTER.

Steven R. Bosserman

STEVEN R. BOSSERMAN

CO-OWNER,

AL'S WHEEL & BRAKE SERVICE

334 E. LOCKEFORD STREET

LODI, CA. 95240

BITTERMAN'S

10 North School Street
Lodi, CA 95240 / 369-4593

Fine Jewelry

Diamonds • Genuine Gems • Custom Design • Watch & Jewelry Repair

RECEIVED

OCT 18 AM 8:45

October 13, 1993

MEMBER W. PERRIN
CITY CLERK
CITY OF LODI

Captain Jim Shick
Lodi Police Department
230 W. Elm Street
Lodi, CA 95240

Dear Captain Shick:

With regard to our meeting this date, I want to express my appreciation for having been afforded the opportunity to meet with you and Mr. Evans to discuss the alarm monitoring proposal.

My understanding of the results of this meeting are as follows:

Item #2. This item is to be removed in its entirety from the request for proposal.

Item #7. We agree that a supplier cannot "warrant" the anticipated life of a system and that the wording will be changed to ask that the proposer "indicate the expected life of a system", perhaps based upon the experience of the manufacturer and supplier.

Item #8. The portion of the specification concerning "component" will be eliminated. Additionally, the penalty requirement will be changed to read "penalties in the amount of \$200 per day may be assessed for each day the system is inoperable." Or words to that effect, with the understanding between us today that penalties in that amount need not necessarily be assessed depending upon the circumstances.

In the event my understanding of these matters is incorrect, I would appreciate a clarification prior to the solicitation of a request for proposal.

Again, thank you for taking the time to discuss this matter with us and for your willingness to listen to our positions and reasoning behind them.

In the event I can be of further assistance, or furnish additional information, please do not hesitate to contact me.

Respectfully yours,

DAVID E. RICE

DER:rr

cc: T. Peterson	J. Sieglock	S. Mann
L. Hansen	R. Snider	
P. Pennino✓	R. Davenport	

2. to certify the filing of a Negative Declaration by the Community Development Director as adequate environmental documentation on the above project.

COMMUNICATIONS
(CITY CLERK)

CLAIMS CC-4(c) On recommendation of Insurance Consulting Associates, Inc., the City's Contract Administrator and the City Attorney, on motion of Council Member Hinchman, Snider second, the City Council denied the following claims:

- a) David Brien, Date of loss 7/3/92;
- b) Miracle Recreation, et al, Date of loss 4/17/91; and
- c) Shasta Dam Area Public Utility District, Date of loss 1/24/92.

ABC LICENSE
APPLICATIONS

CC-7(f) City Clerk Reimche presented the following Alcoholic Beverage Control License Applications which had been received:

- a) Richard H. Orr, Roundhouse Tavern, 104 East Lodi Avenue, Lodi, On Sale General Public Premises, Person to Person Transfer; and
- b) Thrifty Corporation, 300 West Kettleman Lane, Lodi, Off-Sale General and Off-Sale Beer and Wine.

REGULAR CALENDAR

~~CITY-MONITORED-SILENT-ALARM-SERVICES~~

CC-6 The City Council was reminded that the subject of
CC-16 City-monitored silent alarm system appeared on previous
CC-152 City Council agendas of March 4, 1992 and August 5, 1992. At its last regular meeting, the City Council reviewed the results of a survey of the business community conducted by the Police Department. Mr. David Rice, owner of Bitterman's Jewelry, 10 North School Street, who assisted in the development of the survey form, was present at that meeting and requested more time to personally contact those businesses that did not respond to the survey.

The following persons addressed the City Council regarding the subject:

Continued August 19, 1992

- a) Mr. Dave Rice, 10 North School Street, Lodi;
- b) Mrs. Barbara McWilliams, 208 South School Street, Lodi; and
- c) Mr. Steve Bosserman, 109 Hemlock Drive, Lodi.

Captain Larry Hansen responded to questions regarding the matter as were posed by members of the City Council.

A very lengthy discussion followed with questions being directed to staff and to those who had addressed the City Council regarding the matter.

On motion of Council Member Hinchman, Snider second, the City Council directed the solicitation of bids for a City-monitored silent alarm service. The motion carried by the following vote:

Ayes: Council Members - Hinchman, Sieglock, Snider and Pinkerton (Mayor)

Noes: Council Members - Pennino

Absent: Council Members - None

ORDINANCE INTRODUCED ESTABLISHING A 5 MPH
SPEED LIMIT ON PRIVATE PROPERTY DESCRIBED
AS THE RIVERGATE HOMEOWNERS' ASSOCIATION
LAGOON, APN 041-290-0026

ORDINANCE NO. 1554 INTRODUCED

CC-6
CC-16
CC-149
CC-184

City Attorney McNatt reminded the City Council that at its meeting of August 5, 1992, a request was made by Mr. Robert Stipe on behalf of the Rivergate Homeowners' Association for the Council to adopt an ordinance establishing a 5-MPH speed limit on the lagoon owned by the Rivergate Homeowners' Association. Under Harbors and Navigations Code Section 660, it is necessary that the city in which a body of water is located formally adopt an ordinance establishing speed limits on bodies of water before such speed limit can be enforced.

The Council recently acted to establish a 5-MPH speed limit on Lodi Lake (Ordinance No. 1553). This matter is slightly different in that it addresses private property, on which the City will probably not have any enforcement capability. As such, the ordinance establishing a 5-MPH speed limit is uncodified, i.e., meaning it will not be placed in the Lodi Municipal Code. This will still allow enforcement by the San Joaquin County Sheriff's Marine Patrol.



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: City-Monitored Silent Alarm System

MEETING DATE: August 19, 1992

PREPARED BY: City Manager

RECOMMENDED ACTION: That the City Council direct staff to discontinue the City-monitored silent alarm service.

BACKGROUND INFORMATION: This item has appeared on previous City Council agendas of March 4, 1992 and August 5, 1992. Copies of those Council Communications and appropriate exhibits are attached (Exhibit A).

At its last regular meeting, the City Council reviewed the results of a survey of the business community conducted by the Police Department. Mr. David Rice, owner of Bitterman's Jewelry, 10 N. School Street, who assisted in the development of the survey form, was present at that meeting and requested more time to personally contact those businesses that did not respond to the survey.

Police Captain Larry Hansen will be in attendance to assist in the presentation. Mr. Rice will be apprised that this item appears on this agenda.

FUNDING: None required

Respectfully submitted,

Thomas A. Peterson
City Manager

TAP:br

Attachment

CCCOM575/TXTA.07A

APPROVED: _____

THOMAS A. PETERSON
City Manager



recycled paper

EXHIBIT A



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Discuss City-Monitored Silent Alarm Service

MEETING DATE: August 5, 1992

PREPARED BY: City Manager

RECOMMENDED ACTION: That the City Council direct staff to discontinue the City-monitored silent alarm service.

BACKGROUND INFORMATION: At its regular meeting of Wednesday, March 4, 1992 the City Council received a report from staff requesting that the Council concur in the action of staff to discontinue the silent alarm service monitored by the Police Department. Attached (Exhibit A) is a copy of the Council Communication of that date which addresses this matter. Nothing has occurred since then to alter the information and position presented in that report.

At the March 4 meeting, following a lengthy discussion, the City Council directed staff to survey the business community to determine the level of interest. The survey form was developed with the assistance of Mr. David Rice, owner of Bitterman's Jewelers, 10 N. School Street. Mr. Rice has been the leading proponent of the City of Lodi remaining in the business of monitoring a silent alarm service. The survey form was mailed, with a self-addressed return envelope, to 228 businesses. Of this number, only 25 indicated an interest in subscribing to such a service, although at this time we do not know the costs to individual businesses. It is interesting to note that not a single bank or savings and loan institution expressed an interest in such a service. Bitterman's Jewelers was the only jewelry store in the City expressing interest. Police Captain Larry Hansen coordinated the survey and a copy of his compilation of the results is also attached (Exhibit B). He will be in attendance at Wednesday night's meeting to answer any questions Councilmembers may have.

It is the staff's position that the City's remaining alarms can be adequately served by a private alarm company or by an alternate method thereby eliminating the need for the alarm panel as it presently exists or its replacement.

FUNDING: None required

Respectfully submitted,

Thomas A. Peterson
City Manager

TAP:br

Attachments

CCCOM561/TXTA.07A

APPROVED.

THOMAS A. PETERSON
City Manager





CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Discontinue Silent Alarm Service Monitored by Police Department

MEETING DATE: March 4 1992

PREPARED BY: City Manager

RECOMMENDED ACTION: That the City Council concur in the action of staff to discontinue the silent alarm service monitored by the Police Department.

BACKGROUND INFORMATION: Last summer the City Council was advised via a memorandum that it was the City's intention to terminate the silent alarm service monitored by the Police Department. That memo advised that "unless I (City Manager) hear from Councilmembers to the contrary, we will move ahead with this effort...." A second memo was sent to the City Council last November referencing the earlier memo and stating that "we are now ready to do so (terminate) and will proceed as planned."

The Police Department, in a letter dated January 3, 1992, advised the 28 subscribers to this service that the department would no longer maintain the silent alarm board. The letter gave a disconnect deadline of February 6, 1992, with a provision for a 30-day extension from that date if the time frame created a hardship. This deadline was subsequently extended an additional 30 days to April 6, 1992. Two months have elapsed since the notification letter was mailed and as of this writing the Police Department has received just two calls of complaint. One complainant was unhappy initially, but understood the reasons for the action. He was granted a 30-day extension and advised the Police Department that he was moving ahead with addressing his silent alarm needs. The only other complaint was received from Mr. David Rice, owner of Bitterman's Jewelry, 10 N. School Street, who appeared before the City Council at its regular meeting of Wednesday, January 15, 1992, to present his protest in person.

There are a small number of City and County work stations and equipment rooms connected to the system and the dispatchers will continue to monitor those until the system completely "crashes." Over half of these are located in the Public Safety Building (Police Department) itself. These alarms are almost never activated and thus pose little, if any, additional load on the dispatchers. Upon the complete failure of the existing alarm system, the City will evaluate alarm system technologies at that time and recommend action as deemed appropriate.

APPROVED: _____

THOMAS A. PETERSON
City Manager



recycled paper

AGENDA TITLE: Discontinue Silent Alarm Service Monitored by Police Department
MEETING DATE: March 4 1992
Page Two

The reasons for the decision to terminate this service were enumerated in the original memo distributed to the City Council. They bear repeating:

- . It has been determined that this silent alarm board operation is obsolete.
- . The system has become periodically unreliable, and we are experiencing problems and an increasing difficulty in locating parts.
- . We have created a false sense of security for those businesses currently tied into the system.
- . There exists the potential of City liability and as a result, the majority of California cities no longer provide this service.
- . There are a number of local alarm companies available to provide this service.

As a direct result of Mr. Rice's requests for additional information, proposals to install a replacement system were solicited from four private alarm companies. Two were Lodi firms; one in Stockton; and one in the Bay Area (San Mateo). The bids ranged widely from a low of \$14,800 to a high of \$44,649. The range would lead one to logically conclude that the various equipment proposed also varied widely in capabilities.

The issue here is not whether a silent alarm system can be installed at a cost of \$14,000 or \$44,000. The issue is: should the City of Lodi remain in the silent alarm business? It is the recommendation of staff that the City should not. The Dispatch Center is already crowded with calls for service, many of which are of an emergency nature, and some of which bear directly on the life safety of the officers involved. In the midst of this activity, the City's dispatchers should not be saddled with the additional burden of having to prioritize responses to silent alarms. The department has always, and will continue to respond to silent alarms. But the screening of these alarms should be the responsibility of private alarm companies who are in the business of providing this kind of service. The fact that approximately 90%-95% of the silent alarm calls the Police Department receives are "false alarms" lends further support to the City's termination of this service. It is important to note that there remains in San Joaquin County not a single other law enforcement agency still in the silent alarm business.

AGENDA TITLE: Discontinue Silent Alarm Service Monitored by Police Department
MEETING DATE: March 4 1992
Page Three

Finally, there are significant numbers of previous subscribers to the service who have already made arrangements to convert their alarm systems to private alarm companies. They have done so at no small expense. It has cost them money. For example, all of the banks and savings and loan institutions are no longer connected to the City's silent alarm board. With the exception of Mr. Rice, the City has not heard from any of the remaining handful of businesses and residents who had previously subscribed to this service. Having received no inquiries from these individuals in the two months since the original contact regarding the termination of service was made, we can only assume that they have either made other arrangements or have concluded they have no continued need for alarm services.

To now renege on the City's prior announcement that it would be terminating this service would be most unfair to those businesses and residents who have taken the City at its word.

FUNDING: None required

Respectfully submitted,



Thomas A. Peterson
City Manager

TAP:br

CCCOM443/TXTA.07A

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

EXHIBIT B

To: Thomas Peterson
City Manager

From: Captain Larry D. Hansen
Patrol Division Commander

Date: July 27, 1992

Subject: BUSINESS ALARM SURVEY

On June 24, 1992 the alarm monitoring survey was mailed to 228 city businesses. The following results were noted:

1. 37 surveys were returned (unopened) with no forwarding address
2. 191 surveys were assumed to be delivered
3. 57 (of 191) responses were completed and returned to Lodi Police Department
4. This is a survey return rate of 30%
5. Of the 191 businesses who received the survey, 25 (or 13%) indicated they would like to be connected to Lodi Police Department

Included with this memo are the business alarm survey results, with the following attachments:

- A. Businesses interested in connecting to the alarm system
- B. Businesses not interested in connecting to the alarm system
- C. Current alarm subscribers (a total of 9)
- D. City alarms

Based on the results of this survey, it is my recommendation that the City of Lodi discontinue the alarm monitoring service. I have consulted with a private alarm company and they have determined they could monitor all city alarms, thus relieving us of the alarm monitoring business. However, Lodi Police Department Dispatch could continue to monitor our existing "panic buttons".

I believe the results of the survey offer an interesting profile of the businesses in our community. I would refer you to the summary of the survey results for any further analysis.

Respectfully submitted,

Capt. Larry D. Hansen
Captain Larry D. Hansen
Patrol Division Commander

LDH:jh

BUSINESS ALARM SURVEY ESU 3

1. Business name: (Addresses listed on Attachments A & B):

<u>Interested in System (A)</u>	<u>Not Interested in System (B)</u>
Poser's TV and Radio	King Videocable
Apache Armory	Longs Drug Stores #48
Bitterman's Jewelers	Danz Jewelers
Nick's Gun Works	Burtons Shoes
Al's Wheel & Brake	Valley Ind.
Lodi Coin & Prec. us Metals	Plaza Liquors #2
Midas Muffler and Brake	Newman & Ramsey Insurance
Lodi Sporting Goods	Country Kitchen
Sak's TV and Home Furnishings	Lodi Video Station
Lodi Funeral Home	Doors Plus, Inc.
Robinsons Western Store	Christensens Fashions
Baumbach and Piazza	Cherokee Auto Body
Star Market #1	Lodi Fab Industries
Air Pacific Compressors, Inc.	Bello Cabinets
VariPro System	Lodi Fisco
Gannon Trucking	Stan's Business Machines
M & R Company	E & L Market
Radio Plus	Farmers & Merchants Bank
Jack in the Box	Dobler's Ski Cottage
Dependable Precision	Wright Insurance Agency
Lodi Warehouse Distributors	Michele's Antiques
Ag Industrial Mfg., Inc.	Hollywood Cafe
Guarantee Repair Service	Lodi Metal Tech., Inc.
Star Market #2	The Toggery
Ehler's Auto	Wallace Computer Services
	San Joaquin Vet. Clinic
	Allied Disc Grinding
	Ming's Smorgi Restaurant
	Radio Shack
	Great Adventures
	Lodi Tent & Awning
	Bank of Lodi

2. Type of business:

(See Attachments A and B)

3. Identify your risk concern:

High Risk:		
Expensive inventory - easily carried away	17	30%
Moderate Risk:		
Moderate to expensive inventory - easy to difficult to carry away	27	47%
Low Risk:		
Low to medium price inventory - easy to difficult to carry away	13	23%
	57	100%

4. Describe your concerns for employee safety:

Four respondents expressed concern about employee safety.
Eleven respondents expressed concern about robbery.

5. Type of your existing alarm system:

A. Silent	3	5%
B. Audible	10	18%
C. Silent & Audible	43	75%
D. None	1	2%
	<hr/>	
	57	100%

6. Does anyone monitor your alarm system?

YES	53	93%
NO	4	7%
	<hr/>	
	57	100%

7. Please identify who monitors your system.

Bay Alarm	16	28%
American Alarm Electronics	12	21%
Alamo	5	9%
Lodi Police Dept.	4	7%
Sonitrol	3	5%
No Response	3	5%
Lodi Security System	3	5%
Valley Alarm	2	3%
ADT	2	3%
None	1	2%
The neighbors do	1	2%
Honeywell Protection	1	2%
Tandy Security System	1	2%
Centurion Alarm	1	2%
The System Alarm Co.	1	2%
Advanced Alarm Technology	1	2%
	<hr/>	
	57	100%

8. Do you own your alarm system?

YES	33	58%
NO	22	38%
NO RESPONSE	2	4%
	<hr/>	
	57	100%

9. Is your system serviced by an alarm company?

YES	50	88%
NO	6	10%
NO RESPONSE	1	2%
<hr/>		
	57	100%

10. Do you have an alarm service contract with your alarm company?

YES	43	75%
NO	13	23%
NO RESPONSE	1	2%
<hr/>		
	57	100%

11. Do you have a current monitoring/maintenance agreement with your alarm company?

YES	47	82%
NO	10	18%
NO RESPONSE	0	0%
<hr/>		
	57	100%

12. Do you have a current agreement for response time?

YES	14	24%
NO	42	74%
NO RESPONSE	1	2%
<hr/>		
	57	100%

13. Do you have an agreement with your alarm company to call you before the Lodi Police Department is called?

YES	21	37%
NO	32	56%
NO RESPONSE	2	3.5%
YES AND NO	2	3.5%
<hr/>		
	57	100%

Comments:

1. Police called first
2. We have good reason on several occasions
3. Call police first
4. They call both depending on extent of break in
5. When select zones are activated and during normal working hours

14. What is your estimate of how many "employee error" type alarms you have on a monthly basis?

a. None	32	56%
b. .5 a month	6	10%
c. 1 a month	6	10%
d. 1-2 per year	10	18%
e. 5 a month	1	2%
f. No Response	2	4%

57 100%

15. What is your estimate of how many "equipment malfunction" type alarms you have on a monthly basis?

a. None	33	58%
b. .5 a month	5	9%
c. 1 a month	4	7%
d. 1-2 per year	11	19%
e. 5 a month	1	2%
f. No Response	3	5%

57 100%

16. How many burglaries, unauthorized entries, and vandalisms have you had in the past year?

a. None	41	72%
b. 1 Per Year	6	11%
c. 2-4	3	5%
d. 5-8	4	7%
e. 12-15	2	3%
f. No Response	1	2%

57 100%

17. Do you use special pass codes with your alarm company?

YES	43	76%
NO	11	19%
NO RESPONSE	3	5%

57 100%

18. Do you have an alarm permit issued by the City?

YES	40	70%
NO	10	18%
NO RESPONSE	7	12%

57 100%

19. Would you be interested in connecting to an alarm system monitored by the Lodi Police Department at a cost to be determined?

YES	25	44%
NO	29	51%
NO RESPONSE	3	5%
<hr/>		
	57	100%

Comments:

- 1) Mildly interested
- 2) If no other service is needed
- 3) If cost is reasonable
- 4) Perhaps, if more prompt response could be assured
- 5) Corporation would not sanction
- 6) Possibly, we're fairly happy with our current setup.
Low cost = interest.
- 7) Not if I have to maintain a secondary system
- 8) Unless the cost is less than I pay now
- 9) Too many business costs now
- 10) Would be too much money
- 11) I feel that the private companies can and are doing a great job
- 12) I do not feel that our police department should have to service private businesses when other means are available

20. If it were possible for you to connect to an alarm system monitored by the Lodi Police Department, would you be willing to establish a system that is also simultaneously monitored by a private alarm company?

YES	24	42%
NO	24	42%
NO RESPONSE	8	14%
MAYBE	1	2%
<hr/>		
	57	100%

NOTE: Of the 25 respondents who said they would like to be connected to LPD, 3 said they were not willing to establish a separate system and 1 said maybe. Of the 29 respondents who said they would not like to be connected to LPD, 3 said they were willing to establish a separate system.

Comments:

- 1) Not unless you think it is necessary
- 2) Perhaps, if a more prompt response time could be assured
- 3) Already done
- 4) We currently have such a system

- 5) If confusion as to responsibility was eliminated between the two services
- 6) Maybe
- 7) If the cost was not too high, and the city police department recommended them as a reliable service
- 8) In existence at our business now
- 9) Possibly, depends on cost involved
- 10) Already monitored by private alarm company
- 11) Depends on cost
- 12) Perhaps, if it were a free service
- 13) I would not be willing to pay the additional cost involved as my private system has been adequate for 9 years
- 14) If no charges were incurred

21. Are you currently satisfied with your present alarm company?

YES	47	82%
NO	6	11%
NO RESPONSE	4	7%
<hr/>		
	57	100%

Comments:

- 1) Not completely - the time taken to notify police of alarm is not consistently fast enough
 - 2) Lodi Police Department is solely responsible for our alarm monitoring
 - 3) Not applicable, Lodi Police Department only monitors alarm
 - 4) I would feel safer if we were monitored by our police department
 - 5) Since I got rid of my other alarm company, I haven't had any problems, with the other company, I was robbed 3 times
22. Does your present alarm company offer guards or contract service personnel to secure your premises in the event of window smash/burglary at your business?

YES	7	12%
NO	40	70%
NO RESPONSE	10	18%
<hr/>		
	57	100%

Comments:

- 1) They will arrange to provide this service at additional cost
- 2) Not sure
- 3) Not sure
- 4) Not that I know of
- 5) Very interested in direct police monitoring

- 6) Not applicable
- 7) Not sure
- 8) Unknown
- 9) Not applicable
- 10) Damage is covered and repaired, and employees guard store
- 11) Unknown
- 12) Unknown
- 13) Unknown
- 14) Unknown
- 15) We are required to secure alarm after each alarm condition

BUSINESSES INTERESTED IN CONNECTING
TO AN ALARM SYSTEM MONITORED BY LPD
(Page 1 of 2)

Poser's TV and Radio
208 S. School Street

Apache Armory
920 S. Cherokee Lane #F

Bitterman's Jewelers
10 N. School Street

Nick's Gun Works
440 E. Lodi Avenue

Al's Wheel & Brake
334 E. Lockeford Street

Lodi Coin & Precious Metals
105 W. Walnut Street

Midas Muffler and Brake
325 E. Kettleman Lane

Lodi Sporting Goods
858 W. Kettleman Lane

Sak's TV and Home Furnishings
200 N. Sacramento - Service Dept.

Sak's TV and Home Furnishings
210 W. Pine Street - Sales Dept.

Lodi Funeral Home
725 S. Fairmont Avenue

Robinsons Western Store
101 E. Lodi Avenue

Baumbach and Piazza
323 W. Elm Street

Star Market #1
741 S. Cherokee Lane

Air Pacific Compressors, Inc.
826 N. Sacramento Street

VariPro System
711 N. Sacramento Street

BUSINESSES INTERESTED IN CONNECTING
TO AN ALARM SYSTEM MONITORED BY LPD
(Page 2 of 2)

Gannon Trucking
1123 E. Vine Street

M & R Company
33 E. Tokay Street

Radio Plus
335 E. Kettleman Lane

Jack in the Box
419 W. Lodi Avenue

Dependable Precision
1111 S. Stockton Street

Lodi Warehouse Distributors
320 E. Lockeford Street

Ag Industrial Manufacturing, Inc.
110 S. Beckman Road

Guarantee Repair Service
101 Commerce Street

Star Market #2
2525 S. Hutchins Street

Ehler's Auto
217 N. Sacramento Street

BUSINESSES NOT INTERESTED IN CONNECTING
TO AN ALARM SYSTEM MONITORED BY LPD
(Page 1 of 2)

King Videocable
1521 S. Stockton Street

Longs Drug Stores #48
100 W. Lodi Avenue

Danz Jewelers
220 S. School Street

Burtons Shoes
17 W. Pine Street

Valley Ind.
1313 S. Stockton Street

Plaza Liquors #2
2420 W. Turner Road

Newman & Ramsey Insurance
402 W. Pine Street

Country Kitchen
1327 W. Lockeford Street

Lodi Video Station
550 S. Cherokee Lane #A

Doors Plus, Inc.
314 N. Main Street

Christensens Fashions
5 N. School Street

Cherokee Auto Body
314 N. Cherokee Lane

Lodi Fab Industries
1029 S. Sacramento Street

Bello Cabinets
1109 Black Diamond Way

Lodi Fisco
1150 Victor Road

Stan's Quality Business Machines
469 Murray

BUSINESSES NOT INTERESTED IN CONNECTING
TO AN ALARM SYSTEM MONITORED BY LPD
(Page 2 of 2)

E & L Market
844 S. Central Avenue

Farmers & Merchants Bank
121 W. Pine Street

Dobler's Ski Cottage
545 W. Lockeford Street

Wright Insurance Agency
2100 W. Kettleman Lane

Michele's Antiques
15 N. Cherokee Lane

Hollywood Cafe
315 S. Cherokee Lane

Lodi Metal Tech., Inc.
213 S. Kelly Street

The Toggery
28 S. School Street

Wallace Computer Services
1831 S. Stockton Street

San Joaquin Veterinary Clinic
523 W. Harney Lane

Allied Disc Grinding, Inc.
1003 E. Vine Street

Ming's Smorgi Restaurant
1040 W. Kettleman Lane

Radio Shack
230 W. Kettleman Lane

Great Adventures Travel
605 W. Kettleman Lane

Lodi Tent & Awning Co., Inc.
1617 Ackerman

Bank of Lodi
701 S. Ham Lane

CURRENT ALARM SUBSCRIBERS

09 Posers TV and Radio
 208 S. School Street

10 Apache Gun Works
 920 S. Cherokee Lane

21 Bitterman's Jewelers
 10 N. School Street

36 Nick's Gun Shop
 440 E. Lodi Avenue

51 Al's Wheel & Brake
 334 E. Lockeford Street

 Lodi Coin & Precious Metals
 105 W. Walnut Street

13 Ehlers Garage
 217 N. Sacramento Street

28 Beckman Residence
 107 N. Avena

31 Big O Tires
 302 N. Cherokee Lane

38 Borelli Jewelers
 9 N. School Street

CITY ALARMS

ZONE#	ALARM/LOCATION
01	Water Flow Alarm Police Basement
02	Smoke Alarm/Phone Computer Area
05	Heat Alarm Generator Room
07	Criminal Court
12	Boiler Room Diesel Police Department
14	Sewer Pit Pump Police Basement
15	Computer Room Alarm City Hall
22	Panic Alarm Carnegie Forum
24	Judge - LMC Department 1
26	City Hall Finance
27	City Manager Panic Button
40	Jail Smoke Alarm
48	Gasoline Sump Generator Room
52	Court - Department 2
54	Burglar Alarm Carnegie Forum
75	District Attorney Lodi Office