



AGENDA REPORT

Meeting Date: February 17, 2009
Item Number: F-18
To: Honorable Mayor & City Council
From: David L. Snowden, Chief of Police
Timothy Scranton, Fire Chief
Scott Miller, CFO / Director of Administrative Services
Subject: APPROVAL OF AN AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND ATB SERVICES COMPANY, LLC FOR CONSULTING SERVICES TO MANAGE AND ADMINISTER CITY'S FALSE ALARM ORDINANCE
Attachments: 1. Agreement – ATB SERVICES, LLC
2. Ordinance – False Alarm

RECOMMENDATION

Staff recommends the approval of an agreement with the City of Beverly Hills and ATB (Alarm Tracking and Billing) Services, LLC for false alarm billing administration.

INTRODUCTION

The City has an ordinance in place that allows for a fine to be assessed for Police and Fire false alarm responses. Due to current finance software limitations, the City of Beverly Hills is unable to effectively bill for false alarm infractions. City staff evaluated various false alarm billing options that would once again allow the City to bill for qualifying false alarm events.

Three separate options were explored. 1) Identify a way to patch the existing software applications together, 2) Purchase a 3rd party software package to administer false alarm billing outside of our current software systems, and 3) Outsource the administration of false alarm billing to an outside vendor (similar to our current arrangement for ambulance billing).

DISCUSSION

Based on extensive research and input from all affected departments, the option of outsourcing the administration of false alarm billing was selected. This option provides many benefits. Both the Finance software system and the public safety CAD/RMS system (the software that contains the false alarm data) will be replaced in the next 2-4 years. Additionally, the City has a current CIP to replace the public safety CAD/RMS system. By outsourcing the administration of false alarm billing now, we are provided time to select software that would eventually allow the City to internally administer the false alarm program, while immediately generating revenue with no upfront expense. Outsourcing the administration of false alarm billing provides the City with a solution that is cost effective and will add only a minimal operational burden onto City staff. It is estimated that only 2-4 hours of administration work per week will be necessary to administer this program. There is no upfront cost for this solution, as the vendor will be compensated based on a portion of revenue that is collected. In addition, the vendor will provide toll free customer support related to false alarms and has the ability to accept credit card payments at no additional cost.

Most alarm users will not be impacted by this change. The national average for false alarms per alarm user each year is less than one. The national average for commercial and residential combined is 0.85. Our current false alarm ordinance provides for one free response to a false alarm per calendar year. As a result, only repeat offenders will be assessed a fine.

After the first response to a false alarm, alarm users will receive a warning letter from the vendor which will explain the fees for subsequent false alarm responses. This letter will also include a color brochure that will outline various tactics alarm users can implement to prevent future false alarms. Both the warning letters and the color brochures are provided by the vendor at no additional cost to the City. Alarm users will also be able to contact ATB services free of charge to receive advice related to false alarm reduction strategies.

FISCAL IMPACT

In the calendar year 2008, the Police Department responded to 4,749 false alarm calls and expended 2,033 hours of staff time that could have been reallocated to other law enforcement duties. These staff hours cost the City approximately \$293,077. As a direct result of billing for false alarm responses, a portion of these expenses will be reallocated to legitimate public safety activity.

False alarm revenue is a diminishing revenue source. As a direct result of the efforts to educate residents and businesses about effective alarm management, the number of false alarm incidents will decrease over time. This decrease will result in fewer billable offenses and less revenue. The projected revenue for this initiative is \$200,000 for the first full year of the program and \$100,000 - \$150,000 for subsequent years.


David Snowden, Police Chief
Approval


Timothy Scranton, Fire Chief
Approved By


Dr. Scott G. Miller / CFO
Finance Approval

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND ATB SERVICES COMPANY, LLC, FOR CONSULTING
SERVICES TO MANAGE AND ADMINISTER CITY'S FALSE
ALARM ORDINANCE

NAME OF CONSULTANT: ATB Services Company, LLC

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Zina Zelesnik, Vice President

CONSULTANT'S ADDRESS: 2930 Austin Bluffs Parkway
Suite 301
Colorado Springs, CO 80918
Attention: Dan Stocking

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Scott G. Miller, Director of
Administrative Services/Chief Financial
Officer

COMMENCEMENT DATE: Upon Written Notice to Proceed

TERMINATION DATE: 3 years from Commencement Date, unless
extended pursuant to Section 2 of the
Agreement

CONSIDERATION: Not to exceed annual amount in City
Purchase Orders, based on the rates set forth
in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND ATB SERVICES COMPANY, LLC, FOR CONSULTING
SERVICES TO MANAGE AND ADMINISTER ALARM
SYSTEMS AND THE CITY'S FALSE ALARM ORDINANCE

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and ATB Services Company, LLC, (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the services described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance. CONSULTANT shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may extend the time of performance in writing for two additional one-year periods pursuant to the same terms and conditions of the Agreement.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Assignment. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 7. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 8. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 9. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(b) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the services required by this Agreement.

(c) CONSULTANT shall at all times during the term of this Agreement, carry, maintain and keep, in full force and effect, a policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(d) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(g) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(h) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(i) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(j) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 10. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon sixty (60) days written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid full compensation for all services performed by CONSULTANT, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money

paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

Section 12. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's services.

Section 13. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 14. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 15. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 16. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 17. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 18. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 19. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 200__, at Beverly Hills,
California.

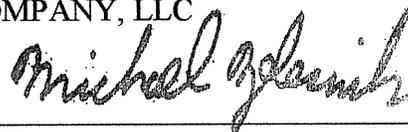
CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills,
California

ATTEST:

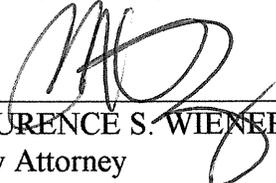
(SEAL)
BYRON POPE
City Clerk

CONSULTANT: ATB SERVICES
COMPANY, LLC



MICHAEL ZELESNIK
Manager

APPROVED AS TO FORM



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



SCOTT G. MILLER
Director of Administrative Services/Chief
Financial Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall perform the following services

1. **ALARM SYSTEM MANAGEMENT PROGRAM DEVELOPMENT AND IMPLEMENTATION** – CONSULTANT shall work with CITY to develop a proven and effective alarm system management program. CONSULTANT shall provide any necessary consulting services as appropriate and needed by CITY. CONSULTANT also agrees to provide informational and educational services for CITY and the public as may be needed.

2. **STANDARD OPERATING PROCEDURE** – CONSULTANT agrees to develop, in coordination with CITY Police Department, Fire Department and the Administrative Services Department, standard operating procedures for the administration of the false alarm ordinance.

3. **FORMS AND LETTERS** – Subject to the approval of the CFO / Director of Administrative Services or their designee, CONSULTANT will develop all letters, permits, billing statements, warning letters, brochures, appeal forms, and correspondence to be used in conjunction with the ordinance.

4. **FORMAT CAD DATA TO BE EXPORTED** – CONSULTANT will work directly with the Police and Fire Departments to develop a format for which false alarm data can be exported from CITY's CAD systems via email to CONSULTANT.

5. **ENHANCED CALL VERIFICATION FOR DISPATCH** – CONSULTANT will provide training to the CITY Dispatch team on enhanced call verification in an effort to decrease false alarm responses.

6. **ONLINE ALARM SCHOOL** – CITY reserves the right to have CONSULTANT develop an online alarm school at a later date at no additional charge. This alarm school would be designed to help educate residents and businesses about false alarms.

7. **PROVIDE CUSTOMER SUPPORT** - CONSULTANT shall provide telephone support for all resident and business inquiries related to billing CITY's false alarm service charges and general questions about false alarm billing and alarm systems. Telephone customer support for the residents of CITY will be provided Monday through Friday 7:00 am to 5:00 pm Pacific time except on government holidays. CONSULTANT shall provide a unique toll free number for the residents of CITY to call for inquiries and support. CONSULTANT shall publish the toll free support number on all warning letters, alarm brochures, and billing notices. CONSULTANT shall provide alarm users with online information about their individual accounts and additional educational material about how to reduce false alarms. CONSULTANT shall inform all residents or business assessed service charges of their right to appeal those charges under Section 4-4-109 of the Beverly Hills Municipal Code ("BHMC") and of the procedure for making such appeals.

8. PROCESSING OF APPEALS OF SERVICE CHARGES – CONSULTANT shall notify CITY of any written appeals of service charges it receives so CITY may conduct hearings on such appeals pursuant to the False Alarm Ordinance. CONSULTANT shall promptly update its information service charges based on CITY'S dispositions of such appeals. For instance, if the City reduces or waives a service charge in an appeal hearing, the CONSULTANT's records should be updated to reflect this decision.

9. REPORTING - CONSULTANT shall provide to CITY periodic reports of its services, including alarm users registered, billings issued for false alarms, service charges collected by CONSULTANT, and all unpaid service charges. Report information will be provided to CITY in a format and at an interval to be agreed upon by CONSULTANT and CITY Police Department and Fire Department. CONSULTANT shall provide to CITY online access to alarm users' information, remittance information, alarm companies' information and general false alarm statistics.

10. ALARM BILLING - CONSULTANT shall issue billings for false alarm service charges on an interval required by CITY's alarm ordinance. CONSULTANT shall issue a warning statement for all service charges that are more than 30 days past due. All billings shall include a return addressed envelope.

11. REMITTANCE PROCESSING - All payments by mail from residents under the False Alarm Ordinance shall be sent to a local retail lockbox provider selected by CITY.

The residents and businesses of CITY will be given the option to pay their false alarm service charges online with a credit card or electronic check. CONSULTANT will create and maintain a web site for the citizens of CITY to make credit card or electronic check payments. The residents of CITY will be charged a convenience fee, agreed upon by the parties, for making credit card or electronic check payments and this convenience fee will be charged on the credit card or bank account number used for payment. This convenience fee shall reflect the actual cost associated with processing credit card or electronic check payments.

12. EXPENSES - CONSULTANT shall be solely responsible for all of its expenses in performing its services under this Agreement.

13. CONFIDENTIALITY – The database of information of registered alarm users and false alarms maintained by CONSULTANT shall remain at all times the property of the CITY. CONSULTANT shall not disclose any information collected in connection with this agreement to anyone other than its employees. CONSULTANT shall notify its employees who are given access to this information that they have an obligation not to disclose or use this information except in the performance of services under this contract. CONSULTANT shall use all reasonable security measures to safeguard this information.

14. ALARM COMPANY COORDINATION – CITY authorizes CONSULTANT to have direct communication with local alarm businesses and local alarm service users on behalf of CITY and to communicate to the alarm businesses the requirements of

CITY's alarm ordinance. CITY and CONSULTANT shall coordinate efforts to achieve alarm businesses' cooperation.

EXHIBIT B-1

SCHEDULE OF RATES

CONSULTANT's compensation will be based entirely on service charges paid to CITY for violations of CITY'S False Alarm Ordinance. CONSULTANT's compensation will be 23.5% of the gross receipts from all service charges collected during the first year of the contract and 21% thereafter, excluding those service charges overturned on appeal pursuant to Section 4.4.109 of the BHMC. The first year rate shall commence upon the first month that CONSULTANT invoices. CONSULTANT will be paid by invoice as specified in Exhibit B-2 and shall not withhold its compensation from payments made by residents or businesses. CONSULTANT may retain any convenience fee charged for allowing residents or businesses to make credit card or electronic check payments.

Alarm fees designated as bad debt by the CITY will be collected by the CONSULTANT's collection agency. The compensation for the collection services will be:

- 1) 33% of service charges collected.
- 2) If bad debt is collected through the courts, 50% of service charges collected.

Bad debt collection service fees are in addition to ATB Services compensation for services.

EXHIBIT B-2

Schedule of Payment

CONSULTANT shall submit an itemized statement to CITY for its services performed in the prior month, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.**
- B.**
- C.**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
 Authorized Insurance Representative

AGENCY: _____

TITLE: _____

ADDRESS: _____



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

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It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

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DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____

RM02.DOC REVISED 10/14/96.



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

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Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____

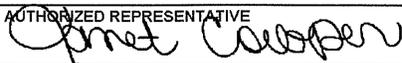
ACORD™ CERTIFICATE OF LIABILITY INSURANCE		OP ID HO ATBILL-1	DATE (MM/DD/YYYY) 02/10/09
PRODUCER Six & Geving Insurance, Inc. 3630 Sinton Road, Suite 200 Colorado Springs CO 80907-5034 Phone: 719-590-9990 Fax: 719-590-9992		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED ATB Services LLC PO Box 26364 Colorado Springs CO 80936-6364		INSURERS AFFORDING COVERAGE INSURER A: Pinnacol Assurance INSURER B: Allied Insurance Group INSURER C: INSURER D: INSURER E:	NAIC # 41190 42579

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ACP7541524506	05/04/08	05/04/09	EACH OCCURRENCE \$ 200000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 2000000 GENERAL AGGREGATE \$ 4000000 PRODUCTS - COMP/OP AGG \$ 4000000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ACP7541524506	05/04/08	05/04/09	COMBINED SINGLE LIMIT (Ea accident) \$ 2000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	4079119	02/01/09	02/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000
B		Property Section	ACP7541524506	05/04/08	05/04/09	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Beverly Hills is named additional insured with respect general liability.

CERTIFICATE HOLDER City of Beverly Hills 455 N. Rexford Drive Beverly Hills CA 90210	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ORDINANCE NO. 06-0-2493

AN ORDINANCE OF THE CITY OF BEVERLY HILLS MODIFYING SECURITY ALARM REGULATIONS AND AMENDING THE BEVERLY HILLS MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS HEREBY ORDAINS AS FOLLOWS:

Section 1. Article 1 of Chapter 4 of Title 4 is hereby repealed in its entirety.

Section 2. A new Article 1 is hereby added to Chapter 4, Title 4 to read as follows:

“Article 1. Alarm Systems and False Alarms.

4-4-101. Purpose.

The purpose of this Article is to protect the public health, safety and general welfare by regulating alarm systems and discouraging false alarms.

4-4-102. Exemptions.

The provisions of this article shall not be applicable to audible alarms affixed to motor vehicles.

4-4-103. Definitions.

The following definitions shall apply for purposes of this article:

A. “Alarm agent” means any person who is employed by an alarm business, either directly or indirectly, whose duties include any of the following: selling, maintaining, leasing, servicing, repairing, altering, replacing, moving, or installing on any building place or premises any alarm system.

B. “Alarm business” means any person who is engaged in selling, leasing, maintaining, servicing, repairing, altering, replacing, monitoring, moving, or installing any alarm system or causing to be sold, maintained, serviced, repaired, altered, replaced, monitored, moved or installed an alarm system in or on any building, place or premises.

A. "Alarm system" means an assembly of equipment and devices designed for the detection of an unauthorized entry on premises or for altering others of the commission of an unlawful act, which device, when actuated, emits a sound beyond the business premises or residential unit or dwelling protected by such device or transmits a signal or message to another location. "Alarm system" includes without limitation the following: audible alarms; automatic dialing systems; commercial alarms; intrusion alarm systems; manual holdup alarm systems; and robbery alarm systems.

B. "Audible alarm" means an alarm system that, when activated, emits an audible sound designed to be heard at or about the site where the alarm system is installed.

C. "Automatic dialing system" means an alarm system that automatically sends over telephone lines a message or signal indicating the existence of an emergency situation.

D. "Central station" means a facility to which alarm systems are connected, where operators supervise the circuits on a continuous basis, and where there is a subsequent relaying of messages by a live voice to the police department.

E. "Commercial alarm" means an alarm installed on non-residential premises.

F. "False alarm" means the activation of an alarm system due to malfunction, improper installation or maintenance, or the negligence of the subscriber. "False alarm" does not include the activation of an alarm system due to extremely high winds, tornadoes, earthquakes, or other violent, uncontrollable acts of nature.

G. "Intrusion alarm system" means an alarm system signaling an entry or attempted entry into the area protected by the system.

H. "Manual holdup alarm system" means an alarm system in which the signal transmission is initiated by the direct action of the person attacked or by an observer of the attack.

I. "Robbery alarm system" means an alarm system signaling a robbery or attempted robbery or other crime in progress, which involves potentially serious bodily injury or death. For purposes of this definition, a robbery alarm system includes duress, panic, hold-up and robbery-in-progress alarms.

J. "Subscriber" means any person that owns, leases, rents, uses an alarm system or makes available for use by his agents, employees, representative or family, an alarm system.

4-4-104. Alarm System Regulations.

A. Audible alarms shall automatically turn off within fifteen (15) minutes of activation.

B. Each subscriber having an audible alarm affixed to real property shall post a notice containing the name and telephone number of the person to be notified to render repairs or turn

off the alarm when the alarm is activated. Such notice shall be conspicuously posted near the alarm system in such a position as to be legible from the ground adjacent to the building.

C. It shall be the duty of the alarm subscriber to properly use the alarm system and to maintain it mechanically and technically to insure it is in proper working order at all times and to minimize the number of false alarms.

D. The alarm business or subscriber shall provide to the Police Department the name and address of the subscriber including the telephone number at which the subscriber may be reached at any time of the day or night or any other emergency contact information. Changes occurring in any names, addresses or telephone numbers provided shall be immediately communicated to the Police Department in writing.

E. The alarm business and/or the alarm owner shall be responsible for deactivating any alarm within one hour after notification or after reasonable efforts have been made to notify such alarm business or permittee that such alarm has been activated and is ringing.

F. No person shall install, maintain or use an audible alarm that emits a sound similar to an emergency vehicle siren.

G. No person shall install, maintain or use an audible alarm that automatically resets the bell or other audible device.

H. No person shall install, maintain or use any alarm system that automatically dials the Beverly Hills Police Department when activated.

4-4-105. Call Verification Response for Service.

A. No security alarm business, central station or other answering service shall request a police response to an alarm site until such time it has made two attempts to verify the need for service by telephonic means by contacting the alarm subscriber. Verification is not required for a robbery alarm system activation and other locations as determined by the Chief of Police.

B. At the time a police response to an alarm site is requested, the security alarm business, central stations or other answering services shall provide all information required by the Police Department dispatcher including but not limited to: the time, date and location of the alarm; the name, address and telephone number of the alarm subscriber or his or her designee; and the cause of the alarm.

4-4-106. Alarm Activation Notification.

Each alarm subscriber or security alarm business shall notify the Police Department prior to any service, test, repair, maintenance, adjustment, alteration or installation that might activate a false

alarm. For the purposes of this chapter, any alarm activated where such prior notice has been given shall not constitute a false alarm.

4-4-107. Back-up Power Supply.

Alarm systems installed after the effective date of this Chapter shall be served by an uninterruptible back-up power supply that prevents activation of the alarm system due to failure or interruption of normal electric utility service. Such back-up power supply shall be capable of operating for at least four hours.

4-4-108. Public Nuisance.

A. It is declared to be a public nuisance for any person owning, leasing, occupying, or having charge or possession of any property in the City to cause, or to permit, an alarm system on such property to be activated, other than by commission or attempted commission of an unlawful act which the alarm system is designed to detect, more than once within any calendar year. Any response from the Police Department with respect to such a false alarm shall constitute summary abatement of such a nuisance.

B. Any audible alarm shall be deactivated within fifteen (15) minutes of activation; provided further, failure to deactivate within a period of one hour shall be considered an public nuisance and such alarm noise may be summarily abated.

4-4-109. False Alarms

A. A false alarm service charge shall be billed to and paid by each subscriber for the second and each subsequent false alarm issued by the subscriber's alarm system within a calendar year. The service charge amount shall be set by City Council resolution. The fee shall be paid within twenty (20) days following service by mail by the City of notice that the alarm system sustained a false alarm, including a billing statement, unless within said period the subscriber files an appeal pursuant to paragraph B of this Section.

B. Within 20 days of the imposition of a false alarm service charge, a subscriber may appeal the imposition to the City Manager or his or her designee. An appeal shall be filed in writing and shall specify the grounds for the appeal. Upon receipt of a timely appeal, the City Manager shall conduct a hearing at which the subscriber may present evidence. The hearing shall be held within fifteen (15) days of the date on which the appeal is filed. The City Manager may uphold, reduce or waive the false alarm service charge as deemed appropriate based on the evidence presented. The decision of the City Manager shall be final. If the City Manager determines that the alarm owner must pay the service charge, the service charge shall be paid within twenty (20) days following service by mail by the City of notice of the City Manager's decision.

4-4-110. Intentional False Alarms; Penalties.

No person shall intentionally initiate a false alarm except for purpose of testing an alarm system and then only after having given the Beverly Hills Police Department prior notice thereof. Any person who violates this section shall be guilty of a misdemeanor.

4-4-111. Possession of State Permit Required.

Every alarm agent, and every person engaged in the business of making, repairing, servicing, altering, replacing, removing or installing an alarm system shall carry on their person at all times while so engaged a valid alarm agent permit as issued by the state and shall display such permit to any Police Officer upon required.

4-4-112. Nonliability.

Nothing in this article shall create or be construed to create a duty upon the Police Department or City to respond to any alarm whether or not the alarm was false. An alarm, like any other request for service from the Police Department, may be responded to within the resources of the Police Department at the time of the alarm.”

Section 3. Severability. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

Section 4. The City Clerk shall cause this ordinance to be published at least once in a newspaper of general circulation published and circulated in the City within fifteen (15) days after its passage, in accordance with Section 36933 of the Government Code, shall certify to the adoption of this ordinance, and shall cause this ordinance and his certification, together with proof of publication, to be entered in the Book of Ordinances of the Council of this City.

Section 5. This ordinance shall go into effect and be in full force and effect at 12:01 a.m.

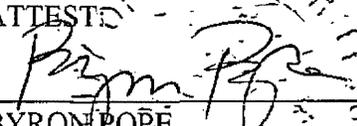
on the thirty-first (31st) day after its passage.

Adopted: January 3, 2006
Effective: February 3, 2006



LINDA J. BRISKMAN
Mayor of the City of
Beverly Hills, California

ATTEST



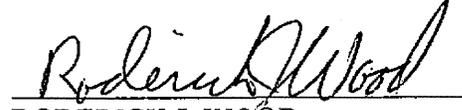
BYRON POPE (SEAL)
Acting City Clerk

APPROVED AS TO FORM



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



RODERICK J. WOOD
City Manager

SCOTT MILLER
Chief Financial Officer/Director
of Administrative Services