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STATE OF NEVADA
COUNTY OF WASHOE

Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper of general circulation published in Reno, Washoe County, State of Nevada, that the notice referenced below has published in each regular and entire issue of said newspaper between the dates: **10/06/2009 - 10/13/2009**, for exact publication dates please see last line of Proof of Publication below.

Signed: *[Handwritten Signature]*

OCT 13 2009

Subscribed and sworn to before me

 LINDA ANDERSON
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 08-5430-2 - Expires January 15, 2012

[Handwritten Signature: Linda Anderson]

Proof of Publication

NOTICE OF ADOPTION WASHOE COUNTY ORDINANCE NO. 1420 BILL NO. 1599 An Ordinance amending the Washoe County Code by repealing provisions in Chapter 54 concerning Alarm Business, Alarm Systems, and False Alarms, and by enacting new provisions relating to Alarm Businesses, Alarm Systems and False Alarms. (Bill No. 1599). PUBLIC NOTICE IS HEREBY GIVEN that typewritten copies of the above-numbered and entitled ordinance are available for inspection by the interested parties at the office of the County Clerk of Washoe County, Nevada, at her office at the County Courthouse, Virginia and Court Streets, Reno, Nevada; and that said ordinance was proposed by Commissioner Breternitz on September 8, 2009, and following a public hearing, was passed and adopted without amendment at a regular meeting held not more than thirty-five (35) days after the close of the hearing, i.e., at the regular meeting on September 22, 2009, by the following vote of the Board of County Commissioners: Those Voting Aye: David Humke, Bonnie Weber, Bob Larkin, John Breternitz, Kitty Jung Those Voting Nay: None Those Absent: None This Ordinance shall be in full force and effect from and after October 13, 2009, i.e., the date of the second publication of such Ordinance by its title only. IN WITNESS WHEREOF, the Board of County Commissioners of Washoe County, Nevada, has caused this Ordinance to be published by title only. DATED: October 2, 2009.

✓
1420

AMY HARVEY, Washoe County Clerk and Clerk of the Board of County Commissioners No.
665623 - Oct. 6, 13, 2009

SUMMARY: An Ordinance amending the Washoe County Code by repealing provisions in Chapter 54 concerning Alarm Business, Alarm Systems and False Alarms, and by enacting new provisions relating to Alarm Businesses, Alarm Systems and False Alarms.

BILL NO. 1599

ORDINANCE NO. 1420

An Ordinance amending the Washoe County Code by repealing provisions in Chapter 54 concerning Alarm Business, Alarm Systems and False Alarms, and by enacting new provisions relating to Alarm Businesses, Alarm Systems and False Alarms.

THE COUNTY COMMISSIONERS OF WASHOE COUNTY DO ORDAIN:

SECTION 1. Existing Chapter 54 of the Washoe County Code is hereby repealed and replaced as provided in sections 2 and 3 of this ordinance.

SECTION 2 Chapter 54 of the Washoe County Code is hereby replaced by the provisions set forth in section 3 inclusive of this ordinance.

SECTION 3

Sec. 000. Alarm Systems; regulation and response.

(a) Preamble. The WASHOE COUNTY Commissioners finds and declares that:

- (1) The vast majority of alarm systems to which the Sheriff responds to, are False Alarms, which are reported to the Sheriff's Office by alarm companies.
- (2) Most False Alarms are the result of improper maintenance or improper or careless use of an Alarm System.
- (3) Alarm companies are able to control the number of False Alarms to which the Sheriff must respond by appropriately and diligently screening alarms before calling them in to the Sheriff's Office.
- (4) The public and the Sheriff's Office are subjected to needless danger when the deputies are called to respond to False Alarms.
- (5) Sheriff's Deputies responding to False Alarms are not available to carry out other Sheriff's duties.
- (6) In the interest of using limited Sheriff's resources most effectively and efficiently, the number of False Alarms can and must be reduced.
- (7) The purpose of this section is to reduce the dangers and inefficiencies associated with False Alarms and to encourage alarm companies and property owners to maintain the operational reliability, properly use Alarm Systems, and to reduce or eliminate False Alarm Dispatch Requests.

(8) This section governs systems intended to summon Sheriff's response, establishes service fees, establishes a system of administration, sets conditions for the suspension of Sheriff's response and establishes a public education and training program.

(b) Definitions.

- (1) ***Alarm Administrator*** means the Person or persons designated by the Sheriff to administer the provisions of this section.
- (2) ***Alarm Agreement*** means the legal contract or agreement by and between the Alarm Installation Company and/or Monitoring Company and the Alarm User.
- (3) ***Alarm Installer Checklist means*** a check off list provided by the Alarm Administrator to the alarm installer to complete at each Alarm Site after the installation of an Alarm System and prior to its activation.
- (4) ***Alarm Installation Company*** means a Person in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, moving or installing an Alarm System at an Alarm Site for compensation, and includes individuals or firms that install and service Alarm Systems used in a private business or proprietary facility.
- (5) ***Alarm Dispatch Request*** means a notification to the Sheriff's Office that an alarm, either manual or automatic, has been activated at a particular Alarm Site.
- (6) ***Alarm Response Manager (ARM)*** means a Person designated by an Alarm Installation Company and Monitoring Company to handle alarm issues for the company and act as the primary point of contact for the jurisdiction's Alarm Administrator.
- (7) ***Alarm Permit*** means a permit and Permit Number issued by the Alarm Administrator to an Alarm User which authorizes the operation of an Alarm System.
- (8) ***Alarm Site*** means a location served by one or more Alarm Systems. In a multi-unit building or complex, each unit shall be considered a separate Alarm Site if served by a separate Alarm System. In a single unit building that houses two or more separate businesses with separate Alarm Systems, each business will be considered a separate Alarm Site.
- (9) ***Alarm System*** means a device or series of devices which emit or transmit an audible or remote visual or electronic alarm signal which is intended to summon Sheriff's response. The term includes hardwired systems and systems interconnected with a radio frequency method such as cellular or

private radio signals, and includes Local Alarm Systems, but does not include an alarm installed in a motor vehicle, or on one's person. *Alarm System* does not include a system which will not emit a signal either audible or visible from the outside of the building, residence or beyond, but is designed solely to alert the occupants of a building or residence.

- (10) ***Alarm User*** means any Person who has contracted for monitoring, repair, installation or maintenance service for an Alarm System from an Alarm Installation Company or Monitoring Company, or who owns or operates an Alarm System which is not monitored, maintained or repaired under agreement.
- (11) ***Alarm User Awareness Class*** means a class conducted for the purpose of educating Alarm Users about the responsible use, operation, and maintenance of Alarm Systems and the problems created by False Alarms.
- (12) ***Alarm User List*** means a list provided by the Alarm Installation Company to the Alarm Administrator. If there is no Alarm Agreement between the Alarm User and an Alarm Installation Company, the list is provided by the Monitoring Company to the Alarm Administrator.
- (13) ***Arming Station*** means a device that controls an Alarm System.
- (14) ***Automatic voice dialer*** means any electronic, mechanical, or other device which, when activated, is capable of being programmed to send a prerecorded voice message to a law enforcement agency requesting a Deputy's dispatch to an Alarm Site.
- (15) ***Burglar Alarm*** means an alarm intended to identify the presence of an intruder in either a business or residence.
- (16) ***Burglary Alarm Crime in Progress*** means a burglar Alarm Dispatch Request reported by a Monitoring Company that indicates a crime is in progress based upon an audio, video or similar verification device installed at the Alarm Site.
- (17) ***Business License*** means a Business License issued by WASHOE COUNTY in accordance with Chapter 25 of the Washoe County Code to an Alarm Installation Company or Monitoring Company to sell, install, monitor, repair, or replace Alarm Systems. The term does not include a Security Alarm License issued by the Sheriff's Office.
- (18) ***Cancellation*** means the termination of a Sheriff's response to an Alarm Site after a dispatch request is made but before the deputy arrives at the Alarm Site.

- (19) **Conversion of Alarm User** means the transaction or process by which one Alarm Installation Company or Monitoring Company begins the servicing or monitoring of a previously unmonitored Alarm System or an Alarm System that was previously serviced or monitored by another alarm company.
- (20) **Customer False Alarm Prevention Checklist** means a check off list provided by the Alarm Administrator to the alarm installer, who in turn, provides it to the Alarm User. The Checklist is to be completed prior to the activation of an Alarm System.
- (21) **Duress Alarm** means a silent Alarm System signal generated by the entry of a designated code into an Arming Station in order to signal that the Alarm User is being forced to turn off the system and requires a deputy's response.
- (22) **Enhanced Call Verification** means an attempt by the Monitoring Company, or its representative, to contact the Alarm Site and/or Alarm User and/or the Alarm User's designated representatives by telephone and/or other electronic means, whether or not actual contact with a Person is made, to determine whether a burglar alarm signal is valid before requesting a Sheriff's dispatch, in an attempt to avoid an unnecessary Alarm Dispatch Request. For the purpose of this ordinance, telephone verification shall require, as a minimum that a second call be made to a different number, if the first attempt fails to reach an Alarm User who can properly identify themselves to determine whether an alarm signal is valid before requesting a deputy dispatch. Names and numbers of those contacted or attempted to contact, shall be provided when requested.
- (23) **False Alarm** means an Alarm Dispatch Request to the Sheriff's Office which results in the responding deputy finding no evidence of a criminal offense or attempted criminal offense after completing an investigation of the Alarm Site. It also includes an alarm dispatch request that is cancelled after a deputy is dispatched and has marked arrival.
- (24) **Holdup Alarm** means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress.
- (25) **Local Alarm System** means an unmonitored Alarm System that emits an alarm only at the Alarm Site.
- (26) **Monitoring** means the process by which a Monitoring Company receives signals from an Alarm System and relays an Alarm Dispatch Request to the Sheriff's Office.
- (27) **Monitoring Company** means a Person in the business of providing Monitoring services.

- (28) **One Plus Duress Alarm** means the manual activation of a silent alarm signal by entering a code that adds one number to the last digit of the normal arm/disarm code (e.g., normal code = 1234, one plus duress code = 1235).
- (29) **Panic Alarm** means an Alarm System signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring a deputy's response.
- (30) **Permit Fee** means the fee paid by the Alarm User to the Alarm Administrator to cover administration of the Alarm process.
- (31) **Permit Number** means a unique individual number assigned to an Alarm User as part of the registration of their Alarm Permit. The Permit Number is issued by the Alarm Administrator.
- (32) **Person** means an individual, corporation, limited liability company, partnership, association, organization or similar entity.
- (33) **Protective or Reactive Alarm System** means an Alarm System that produces a temporary disability or sensory deprivation through use of chemical, electrical, sonic or other means, including use of devices that obscure or disable a Person's vision.
- (34) **Responsible Party** means a Person capable of appearing at the Alarm Site upon request who has access to the Alarm Site, the code to the Alarm System and the authority to approve repairs to the Alarm System.
- (35) **Robbery Alarm** means an alarm signal generated by the manual or automatic activation of a device, or any system, device or mechanism on or near the premises intended to signal that a robbery is in progress and that a Person is in need of immediate Sheriff's assistance in order to avoid bodily harm, injury or death. The term has the same general meaning as "Holdup Alarm or Duress Alarm."
- (36) **Security Alarm License** means the license issued by the Sheriff's Office to an Alarm Installation Company or Monitoring Company to sell, install, monitor, repair or replace Alarm Systems. The term does not include a Business License issued by WASHOE COUNTY Business License division.
- (37) **SIA Control Panel Standard CP-01** means the ANSI – American National Standard Institute-approved Security Industry Association – SIA CP-01 Control Panel Standard, as may be updated from time to time, that details recommended design features for security system control panels and their

associated arming and disarming devices to reduce the incidence of False Alarms. Control panels built and tested to this standard by Underwriters Laboratory (UL), or other nationally recognized testing organizations are marked as follows: "Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction."

- (38) *Sheriff or Sheriff's Office* means the WASHOE COUNTY Sheriff's Office.
- (39) *Takeover* means the transaction or process by which an Alarm User assumes control of an existing Alarm System which was previously controlled by another Alarm User. This does not imply Transfer of the Alarm Permit as discussed in (f) (1) and (2).
- (40) *Zones* mean a division of devices into which an Alarm System is divided to indicate the general location from which an Alarm System signal is transmitted.

(c) **Administration; Funding; Increases in fees; Annual Evaluation.**

- (1) Responsibility for administration of this section is vested with the Sheriff.
- (2) The Sheriff shall designate an Alarm Administrator to carry out the duties and functions described in this section.
- (3) The fees set forth in this section may only be increased by a duly-adopted resolution of the County Commissioners. For purposes of this subsection, "fees" include any type or class of fee and includes late fees.
- (4) The Alarm Administrator may change the alarm verification requirements and alarm dispatch procedures as necessary.

(d) **Alarm Permits Required; Terms; Fees and Fee Collection**

- (1) An Alarm User shall not operate, or cause to be operated, any Alarm System without a valid Alarm Permit. A separate Alarm Permit is required for each Alarm Site having a distinct address or business name. A Permit Fee and a completed Alarm Permit application shall be received and approved by the Alarm Administrator prior to any Alarm System activation.
- (2) Owners of Local Alarm Systems are required to adhere to all sections of this ordinance and are subject to all fees, service fees, suspensions, penalties or other requirements that are applicable.
- (3) Existing Security Alarm Systems:

- (a) Any security Alarm System which has been installed before the effective date of this Ordinance shall be registered and a Permit Fee collected by the Alarm Administrator within 60 days after such effective date. The Alarm Agreement holding Company shall provide to the Alarm Administrator, in a format approved by the Alarm Administrator, an Alarm User List of existing Alarm Users in the unincorporated County. List will include Alarm User name, address, billing address, telephone number and the telephone number of the law enforcement agency that they have listed to call to report an alarm for that Alarm Site,.
 - (b) The Alarm Agreement holding Company may through a mutual written agreement have another Alarm Company provide the Alarm User's list and collect the permit fee.
 - (c) Failure to comply within thirty (30) days after being notified in writing by the Alarm Administrator will result in a fee of \$50.00 per business day until the Alarm Agreement holding Company complies with this requirement. Failure to comply after ten (10) business days of the thirty day period will result in the suspension of the company's Security Alarm License. The County shall assess a reinstatement fee of \$100.00 and an additional fee of \$10.00 per Alarm User if the Alarm User was notified by the Alarm Administrator of the Alarm Company's suspension.
- (5) New Security Alarm Systems:
- (a) Any Alarm Installation Company that installs a security Alarm System in premises located within the Unincorporated County limits of WASHOE COUNTY shall notify the Alarm Administrator that a security Alarm System has been installed and send the Alarm Administrator the required information as listed in the Alarm Permit Application section (e) prior to the Alarm System's activation.
 - (b) Failure of an Alarm Installation Company to notify the Alarm Administrator of a new security Alarm System installation prior to the system's activation shall result in a \$100.00 fee to the Alarm Installation Company.
- (6) Alarm Permit and Renewal Fees
- (a) An Alarm Permit shall expire one year from the date of issuance, and must be renewed annually by the Alarm User. The Alarm Administrator shall notify the Alarm User of the need to renew their registration thirty (30) days prior to the expiration of the respective registration. It is the

responsibility of the Alarm User to submit the updated information and renewal fees prior to the registration expiration date. Failure to renew shall be classified as use of a non-registered security Alarm System and subject the Alarm Site to a suspension and late fees.

- (b) Permit Fees shall be collected annually based on a one year permit period. Permit and Renewal Fees required are;

Annual

Residential \$24.00

Commercial \$24.00

Residential Senior age 65 or older \$12.00

- (c) In order to qualify for the residential senior rate, applicants shall provide proof of age, be listed as the property owner or lessee, shall have the Alarm Agreement in their name. This senior rate option is only for residential Alarm Sites.
- (7) Late fee. Alarm Users who fail to make payment for an Alarm Permit prior to the registration expiration date will be assessed a late fee in the amount of \$25.00
- (8) Refunds. No refund of a permit or permit renewal fee will be made.
- (9) Any Alarm Installation Company that installs or activates an Alarm System in premises within the Unincorporated Washoe County after the effective date of this ordinance shall have the Alarm User complete a Customer False Alarm Prevention Checklist and the installer shall complete an Alarm Installer Checklist. The Alarm Installation Company shall keep on file the completed checklist for up to one year after the activation of the Alarm System. Failure to complete the required checklists shall result in a \$50.00 administrative fee per incident against the Alarm Installation Company.
- (10) Upon receipt of a completed Alarm Permit application form and the Alarm Permit fee, the Alarm Administrator shall issue a permit or permit renewal to the applicant unless:
- (a) The applicant has failed to pay any fee assessed under this chapter; or
- (b) An Alarm Permit for the Alarm Site has been suspended, and the condition causing the suspension has not been corrected; or
- (c) The Alarm Installation Company and/or the Monitoring Company listed on the permit application do not have a current valid Security Alarm License issued by the Sheriff's Office.

- (d) Any false statement of a material fact made by an applicant for the purpose of obtaining an Alarm Registration shall be sufficient cause for refusal to issue an Alarm Permit.
- (11) Upon receipt of the permit application form and fee, the Alarm Administrator shall issue a permit and permit number to the Alarm User and their Monitoring Company which is valid for a one year period. Renewal permits are valid for a one year period.
- (12) Permit Number.
 - (a) A valid Permit Number for the Alarm Site is required for each Alarm Dispatch Request for a burglar alarm dispatch. A burglar alarm request without a valid Permit Number may not be accepted for a Sheriff's dispatch
- (13) Exceptions.
 - (a) Government entities, including but not limited to WASHOE COUNTY, Nevada State, Federal and the School Districts, must obtain permits for all alarm systems on property under their control within the unincorporated boundaries of WASHOE COUNTY, but are exempt from payment of permit and renewal fees. Their Alarm Permits shall be valid on a one year calendar period and renew on a calendar year basis.
 - (b) All permit fee exempted alarm sites are required to obtain and maintain a valid Alarm Permit for Sheriff's response and are subjected to all other fees and suspension enforcements.
- (e) **Permit application; Contents.**
 - (1) An application for an Alarm Permit must be on a form provided by the Sheriff's Office and must contain the following information:
 - (a) The name, complete address, including apartment or suite number, and telephone numbers of the Person who will be the holder of the permit and be responsible for the proper maintenance and operation of the Alarm System and payment of fees assessed under this subsection;
 - (b) The physical address and classification of the Alarm Site as either residential (includes apartment, condo, mobile home, etc.) or commercial;
 - (c) The type of the Alarm System (i.e. burglary, holdup, duress, Panic Alarm or other) for each Alarm System located at the Alarm Site, and, for each type of Alarm System, whether the alarm is audible or silent;
 - (d) The applicant's mailing address, if different from the address of the Alarm Site;

- (e) Any dangerous or special conditions present at the Alarm Site such as guard dogs or any type of Alarm System that is rigged to produce a temporary disability or sensory deprivation through use of chemical, electrical, sonic or other means, including use of devices that obscure or disable one's vision;
- (f) A written notice from the Alarm User setting forth the following:
 - 1) The date of installation, conversion or takeover of the Alarm System, whichever is applicable;
 - 2) The name, address, and telephone number of the Alarm Installation Company or companies performing the Alarm System installation, conversion or takeover and of the Alarm Installation Company responsible for providing repair service to the Alarm System;
 - 3) The name, address, and telephone number of the Monitoring Company if different from the Alarm Installation Company;
 - 4) That a set of written operating instructions for the Alarm System, including written guidelines on how to avoid False Alarms, have been left with the applicant by the Alarm Installation Company; and
 - 5) That the Alarm Installation Company has trained the applicant in proper use of the Alarm System, including instructions on how to avoid False Alarms.
- (g) An acknowledgement that the Sheriff's response may be influenced by factors including, but not limited to, the availability of deputies, priority of calls, traffic conditions, weather conditions, emergency conditions, prior alarm history, administrative actions and staffing levels.

(f) **Transfer of permit prohibited.**

- (1) An Alarm Permit cannot be transferred to another Person or Alarm Site. An Alarm User shall inform their Alarm Company of any change to the information listed on the Alarm Permit application within ten (10) business days after such change. If the residence or business is sold, the new owner will be required to apply for a new Alarm Permit and pay the Permit Fee.
- (2) Exceptions may be made in the discretion of the Alarm Administrator when the transfer proposed is among members of the family of the original permit holder or successors in interest to the property for which the permit has been issued.

(g) **Duties of Alarm Users.**

- (1) An Alarm User shall:

- (a) Maintain the Alarm Site and the Alarm System in a manner that will minimize or eliminate False Alarms;
 - (b) Make every reasonable effort to arrive at the Alarm System's location within 30 minutes after being requested by the Monitoring Company or Sheriff's Office in order to:
 - 1. Deactivate an Alarm System;
 - 2. Provide access to the Alarm Site; and/or
 - 3. Provide alternative security for the Alarm Site.
 - (c) Provide the Alarm Installation and/or Monitoring Company with the updated names and telephone numbers of at least two individuals who are able and have agreed to:
 - 1. Receive notification of an Alarm System activation at any time;
 - 2. Respond to the Alarm Site at any time; and
 - 3. Provide access to the Alarm Site and deactivate the Alarm System, if necessary.
 - (d) Not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was intended to report.
- (2) No Person shall operate or cause to be operated any automatic dialing device which, when activated, uses a telephone device or attachment to automatically dial a telephone line leading into the Sheriff's Office or the County and then transmit any pre-recorded message or signal. An administrative fee of \$100.00 per incident will be accessed.
 - (3) An Alarm User shall keep a set of written operating instructions for each Alarm System at each Alarm Site.
 - (4) All Alarm Users shall agree with their Alarm Installation Company or Monitoring Company to go through an "acclimation period" for the first seven (7) days after activation of a Burglar Alarm System, during which time the Alarm Installation Company or Monitoring Company will have no obligation to respond to any alarm signal from the Alarm Site. During the seven-day "acclimation period", if the Alarm Installation Company or Monitoring Company has reason to believe the alarm incident is valid, they will call in an Alarm Dispatch Request to the Sheriff's Office. Exceptions to the "acclimation period" of non-response can be made by the Sheriff's Office in

special circumstances, including but not limited to, domestic violence and stalking.

- (5) An Alarm User shall have an Alarm Installation Company inspect the alarm system after three false alarms in a one-year period to modify the alarm system to be more false-alarm-resistant or provide additional user training as appropriate.

(h) Audible Alarms; Restrictions, Disconnects.

- (1) After the effective date of this ordinance no one shall install, modify or repair an Alarm System in unincorporated WASHOE COUNTY that has a siren, bell or other signal that is audible from any property adjacent to the Alarm Site that sounds for longer than ten (10) consecutive minutes after the alarm is activated, or that repeats the ten (10) minute audible cycle more than **three** consecutive times during a single armed period. An administrative fee of \$100.00 per incident will be accessed.
- (2) Audible alarm systems may be disconnected only by the owner, responsible party or the Alarm Installation Company or Monitoring Company.

(i) Duties of Alarm Installation Companies and Monitoring Companies.

- (1) Each Alarm Installation Company and Alarm Monitoring Company must designate one individual as the Alarm Response Manager (ARM) for the company. The individual designated as the ARM must be knowledgeable of the provisions of this section, as well as have the knowledge and authority to deal with False Alarm issues and respond to requests from the Alarm Administrator. The name, contact number, and email address of the ARM shall be provided to the Alarm Administrator. Failure to comply within thirty (30) days after being notified in writing from the Alarm Administrator may result in the suspension of the company's Security Alarm License. The County shall assess a reinstatement fee of \$100.00 and an additional fee of \$10.00 per Alarm User if notified of the suspension by the Alarm Administrator.

(2) Alarm Installation Companies shall:

- (a) Upon the installation or activation of an Alarm System, the Alarm Installation Company shall distribute to the Alarm User information summarizing:
 1. The applicable law relating to False Alarms, including the Permit Fee and the potential for service fees and suspension of an Alarm Permit;
 2. How to prevent False Alarms; and

3. How to operate the Alarm System.

- (b) After the effective date of this ordinance, Alarm Installation Companies shall not program Alarm Systems so that they are capable of sending One Plus Duress Alarms. Monitoring companies may continue to report One Plus Duress Alarms received from Alarm Systems programmed with One Plus Duress Alarms installed prior to the effective date of this ordinance.
- (c) Upon the effective date of this Ordinance, Alarm Installation Companies shall not install, modify or repair "single action" devices for the activation of Hold-up, Robbery or Panic Alarms. New devices shall require two actions or an activation delay to provide more positive assurance that the user intends to activate the device.
- (d) Ninety days after the effective date of this ordinance, an Alarm Installation Company shall, on new installations, use only alarm control panel(s) which meet ANSI/SIA CP-01- Control Panel Standard - Features for False Alarm Reduction.
- (e) An Alarm Installation Company shall not use an automatic voice dialer for any Alarm System which, when activated, uses a telephone device or attachment to automatically dial a telephone line leading into the Sheriff's Office or the County and then transmit any pre-recorded message or signal. An administrative fee of \$100.00 per incident shall be assessed.
- (f) After completion of the installation of an Alarm System, an employee of the Alarm Installation Company shall review with the Alarm User the Customer False Alarm Prevention Checklist or an equivalent checklist approved by the Alarm Administrator. The installer shall complete the Alarm Installer Checklist.
- (g) Ensure that all Alarm Users of Alarm Systems equipped with a duress, robbery, holdup or Panic Alarm has been provided adequate training as to the proper use of the alarm.
- (h) Each Alarm Installation Company must maintain, for a period of at least one year after the date of installation or activation of an Alarm System, both the completed Alarm Installer Checklist and the Customer False Alarm Prevention Checklist. The Alarm Administrator may request copies of such records for any individual Alarm User. If the request is made within 60 days after the Alarm System's activation, the Alarm Installation Company shall furnish requested records within three (3) business days after receiving the request. If the records are requested between sixty (60) days and (1) one year after the Alarm System's activation, the Alarm Installation Company shall furnish the requested records within thirty (30)

days after receiving the request. Failure to comply with this subsection will incur a \$50.00 service fee.

- (3) The Monitoring Company shall:
- (a) The Monitoring Company shall not make an Alarm Dispatch Request to a Burglar Alarm signal during the first seven-day "acclimation period" after a Burglar Alarm System installation or activation unless the Monitoring Company has reason to believe the alarm incident is valid. Exceptions to the "acclimation period" of non-response can be made by the Sheriff's Office in special circumstances, including but not limited to, domestic violence and stalking.
 - (b) Report alarm signals by using telephone numbers designated by the Alarm Administrator.
 - (c) Employ Enhanced Call Verification on all Burglar Alarm Dispatch Request. The WASHOE COUNTY Sheriff's Office may refuse to accept an Alarm Dispatch Request from a Monitoring Company that has failed to comply with the procedures required by Enhanced Call Verification.
 - (d) Communicate Alarm Dispatch Requests to the Sheriff's Office in a manner and form determined by the Alarm Administrator.
 - 1) A valid Permit Number is required for all burglar alarm requests. Failure to provide a valid Permit Number may result in the call request not being accepted for a Sheriff's dispatch.
 - 2) Provide zone(s) activation information and locations.
 - 3) Provide any available information (north, south, front, back, door, window etc.) about the location of an alarm signal(s)
 - 4) The type of alarm activation (silent or audible, interior or perimeter), if available.
 - 5) Presence of a guard dog(s) or if the Alarm Site is fitted with a protective-reactive device
 - (e) During any alarm at such a site, a Responsible Party must be contacted and confirm that he or she will respond to the Alarm Site to disarm the device or take control of the guard dog(s). In all cases where a guard dog or a protective-reactive device is present at an Alarm Site, the Sheriff's dispatch request shall include a warning for deputies not to enter the Alarm Site

until the Responsible Party is present and has disarmed the device or taken control the guard dog(s).

- (f) Notify the Alarm User or Responsible Party within 24 hours via mail, fax, telephone or other electronic means to advise them that an Alarm Dispatch Request of the Sheriff's Office was made.
 - (g) After an Alarm Dispatch Request, promptly advise the Sheriff's Office if the Monitoring Company knows that the Alarm User or a Responsible Party is on the way to the Alarm Site;
 - (h) Each Monitoring Company must maintain, for a period of at least one year after the date of an Alarm Dispatch Request, all records relating to the Alarm Dispatch Request. Records must include the name, address and telephone number of the Alarm User, each Alarm System zone activated, the time of Alarm Dispatch Request and evidence of all attempts to verify. The Alarm Administrator may request copies of such records for any individual Alarm User. If the request is made within 60 days after an Alarm Dispatch Request, the Monitoring Company shall furnish requested records within three (3) business days after receiving the request. If the records are requested between sixty (60) days and (one) 1 year after an Alarm Dispatch Request, the Monitoring Company shall furnish the requested records within thirty (30) days after receiving the request. Failure to comply with this subsection will incur a \$50.00 service fee per incident.
 - (i) Each Monitoring Company shall, upon request, immediately provide the Sheriff's Office with the names and phone numbers of the Alarm User's emergency contacts at the time of each Alarm Dispatch Request.
 - (j) Communicate Cancellations to the Sheriff's Office in a manner and form determined by the Alarm Administrator.
- (4) Conversion of Alarm Users. An Alarm Installation Company or Monitoring Company that converts the servicing of any Alarm System account from another company shall notify the Alarm Administrator of such conversion , within ten (10) days from the date of conversion to set an agreed upon time table for the Alarm Installation Company or Monitoring to provide, an Alarm User List of the converted accounts, in a format acceptable to the Alarm Administrator, that includes the following:
- (a) Permit Number "If available"
 - (b) Customer name
 - (c) Customer billing address

- (d) Customer telephone number
 - (e) Alarm Site address
 - (f) Alarm Installation Company license number
 - (g) Monitoring Company License number
- (5) The customer lists described in subsection (4) above are proprietary and confidential information and will not be released to anyone absent a court order.
- (6) Failure to provide Alarm User Lists to the Alarm Administrator, as required in subsection (4) above, will result in a fee of \$50.00 per business day after the agreed upon time table and until the Alarm Installation Company or Monitoring Company complies with the requirement. Extension of the time table prior to the deadline is permitted upon reasonable grounds. Failure to comply after ten (10) business days of the thirty day notice will result in the suspension of the company's Security Alarm License. The County will assess a reinstatement fee of \$100.00 and an additional fee of \$10.00 per Alarm User if notified by the Alarm Administrator of the suspension.
- (7) Disconnected Alarm Users. An Alarm Installation Company or Alarm Monitoring Company that holds the Alarm Agreement shall notify the Alarm Administrator once a month of all alarm customers within the unincorporated area of WASHOE COUNTY that have discontinued their alarm service with the company.
- (j) Special licensing of Alarm Installation and Monitoring Companies.**
- (1) Every Alarm Installation Company and every alarm Monitoring Company shall obtain a WASHOE COUNTY Security Alarm License from the Sheriff's Office and pay an maximum annual fee of \$100. Failure to pay the annual fee within 30 days after notice shall result in a late fee of \$25.00.
- (2) The Security Alarm License required by this section will only be issued following the issuance or renewal of a Washoe County Business License.
- (3) The Alarm Installation Company shall provide the name, address and phone number of any Monitoring Company that they use to monitor their Alarm Sites within the County. The Monitoring Companies shall provide the name, address and phone number of any Alarm Installation Companies for which they monitor Alarm Sites in the unincorporated Washoe County.
- (4) The Sheriff's Office will not respond to any Alarm Dispatch Request from any Alarm Installation Company or Monitoring Company that does not

possess a current, valid Security Alarm License issued pursuant to this section and a current, valid WASHOE COUNTY Business License.

- (5) The Alarm Administrator shall notify all known Alarm Users subscribing to an unlicensed Alarm Installation Company or any unlicensed Alarm Monitoring Company that the company is unlicensed and that the Sheriff's Office will no longer respond to the user's alarms. The Alarm Administrator, on behalf of the County, will assess the Alarm Installation Company or Monitoring Company a reinstatement fee of \$100.00 and an additional fee of \$10.00 per Alarm User if notified of the suspension by the Alarm Administrator.
- (6) The fee imposed by this section is in addition to the Business License fee and all other fees levied by the County.

(k) Duties and authority of the Alarm Administrator.

- (1) The Alarm Administrator shall:
 - (a) Designate the manner and form of Alarm Dispatch Requests and the telephone numbers to be used for such requests;
 - (b) Establish a procedure to accept Cancellation of Alarm Dispatch Requests.
 - (c) Establish a procedure to acquire and record information on Alarm Dispatch Requests including the following information:
 - 1) Identification of the Alarm Site by address, apartment number, unit number, suite number and Business name or last name;
 - 2) The date and time Alarm Dispatch Request was received, including the name of the Monitoring Company and the Monitoring operator's name or number;
 - 3) Date and time of a deputy's arrival at the Alarm Site;
 - 4) The alarm zone(s) and zone description.
 - (d) Establish and implement a procedure to notify the Alarm User of a False Alarm. The notice shall include the following:
 - 1) The date and time of a deputy's response to the False Alarm,

- 2) A statement urging the Alarm User to ensure that the Alarm System is properly operated, inspected, and serviced in order to avoid False Alarms and resulting False Alarm fees.
 - 3) Any False Alarm fees incurred.
- (2) The Alarm Administrator may require that a conference be held with an Alarm User and the Alarm Installation Company or Monitoring Company responsible for repairing or monitoring the Alarm System to review the circumstances of each False Alarm. The conference may be held in Person or through a conference telephone call, at the Alarm Administrator's discretion. Failure to participate will result in suspension of the Alarm Permit, the Security Alarm License, or both as indicated by the facts of the case. Reinstatement after compliance will require payment of the permit reinstatement fee for the Alarm User or will be under the terms of subsection j (4) and (5) for Alarm Installation Companies and Monitoring Companies.
 - (3) The Alarm Administrator may establish an Alarm User Awareness Class. The Alarm Administrator may request the assistance of associations, alarm companies and law enforcement agencies in developing and implementing the class. The class shall inform Alarm Users of the Alarm Ordinance; problems created by False Alarms and teach Alarm Users how to avoid creating False Alarms. The Awareness Class can be an electronic on-line school.
 - (4) If a false Robbery, Holdup or Panic Alarm has occurred and the alarm was triggered using a single action, non-recessed device, the Alarm Administrator may consider a waiver or partial waiver of the False Alarm fee, if action is taken by the Alarm User to remove or replace the single action, non-recessed device.
 - (5) The Alarm Administrator will make a copy of this ordinance and/or an ordinance summary sheet available to each Alarm User.

(l) False Alarm fees; service fees; late fees.

- (1) False Alarm Service Fees. An Alarm User shall pay the following fees to the Alarm Administrator for Sheriff's Office response to any False Alarm during their one year permit period:
 - (a) Burglar False Alarm Service Fee:

False Alarms	Fee
1st -3rd	\$75 each
4 th	\$100

5 th	\$150
6 th or more	\$200 each

- (b) Robbery, Panic and Burglary Alarm Crime in Progress False Alarm Fees:
\$200.00 for each False Alarm.
- (2) If a False Alarm fee is not paid within thirty (30) days after the invoice is mailed, a late fee in the amount of \$25.00 will be imposed.
 - (3) Fees for False Alarms by Non-permitted Alarm Systems. In addition to the fees set forth in subsections (1) and (2), a supplemental fee is hereby imposed upon any Person operating a Non-permitted Alarm System in the amount of \$200.00 for each False Alarm.
 - (4) Any Monitoring Company requesting an Alarm Dispatch Request for a Non-permitted Alarm System shall pay an administration fee of \$100 per incident. If the fee is not paid within thirty (30) days after the invoice is mailed, a late fee in the amount of \$25.00 is hereby imposed on the Monitoring Company.
 - (5) If cancellation of a Sheriff's response occurs prior to the arrival of the Deputy at the Alarm Site, the response is not considered a false alarm for the purpose of fees and no fee will be assessed.
 - (6) The Alarm Installation Company shall be assessed a fee of \$100.00 if the deputy responding to the False Alarm determines that an on-site employee of the Alarm Installation Company directly caused the False Alarm. Such False Alarms are not included in the total number of False Alarms for the Alarm User.
 - (7) A fee of \$100.00 is hereby imposed against any Monitoring Company that fails to verify Alarm System signals as required in subsection (i)(3)(c).
 - (8) A fee in the amount of \$200.00 is hereby imposed against an Alarm Installation Company if the Alarm Administrator determines that an employee of the Alarm Installation Company knowingly made a false statement concerning the inspection of an Alarm Site or the performance of an Alarm System.
 - (9) Notice of the right of appeal under this ordinance will be included with notice of any fee.
 - (10) All registration fees, renewal registration fees, service fees or fines accessed under this section are due within thirty (30) days of written notice unless otherwise noted. A late fee of \$25 shall be accessed for each individual

registration fee due and all other fees due that are not paid within thirty (30) days.

(m) Notice to Alarm Users of False Alarms and Suspension notice

- (1) The Alarm Administrator shall notify the Alarm User in writing after each False Alarm. The notice shall include the amount of the fee for the False Alarm, and a description of the appeals procedure available to the Alarm User.
- (2) The Alarm Administrator shall notify the Alarm User in writing thirty (30) days before an alarm response is to be suspended. The right of appeal under this ordinance will be included with the notice. The notice of suspension must also include any fee due and a description of the appeals procedure available to the Alarm User and/or the Alarm Installation Company or Monitoring Company.

(n) Violation to make Alarm Dispatch Request for suspended Alarm Site.

- (1) The Alarm Administrator shall notify the Sheriff's Office of each Alarm User who's Alarm Permit qualifies for suspension under this section. The Alarm Administrator shall suspend an Alarm Permit if it is determined that:
 - (a) There is a false statement of a material fact in the application for a permit;
or
 - (b) The Alarm User fails or refuses to pay a Permit or Permit Renewal fee, False Alarm fee or late fee assessed under this section.
- (2) It is a violation of this section for a Person to operate a Burglar Alarm System during the period in which the Alarm Permit is suspended. It is a violation of this section for a Monitoring Company to make an Alarm Dispatch Request to a Burglar Alarm Site after the Monitoring Company's Alarm Response Manager (ARM) has been notified by electronic mail by the Alarm Administrator that the permit for that Alarm Site has been suspended. After three (3) business days of the ARM's notification the Monitoring Company shall be assessed a \$100.00 fee for the first dispatch report and \$200 for each dispatch request thereafter within the same suspension period. If the fee is not paid within thirty (30) days after the invoice is mailed, a late fee in the amount of \$25.00 is hereby imposed on the Monitoring Company.
- (3) Unless there is a separate indication that there is a crime in progress, Emergency Communications may not dispatch a deputy to an Alarm Site for which an Alarm Permit is suspended.

(o) **Appeals of determinations regarding Alarm Permits, Security Alarm License and fees.**

- (1) If the Alarm Administrator assesses a fee, suspends an Alarm Permit, Security Alarm License or denies the issuance, renewal or reinstatement of an Alarm Permit or Security Alarm License, the Alarm Administrator shall send written notice of the action and a statement of the right to appeal to the affected applicant, Alarm User, Alarm Installation Company or Alarm Monitoring Company.
- (2) The applicant, Alarm User, Alarm Installation Company or Alarm Monitoring Company may appeal any action described in (1) above to the Sheriff or designee by setting forth in writing the reasons for the appeal and delivering the appeal to the Sheriff or designee within twenty (20) business days after receipt of notice of the action. Failure to deliver the appeal within that time period is a waiver of the right to appeal.
- (3) The procedure for an appeal to the Sheriff or designee is as follows:
 - (a) The applicant, Alarm User, Alarm Installation Company or Monitoring Company may file a written request for appeal by paying an appeal fee of \$25.00 to the Sheriff's Office and setting forth the reasons for the appeal. The appeal must be entitled "Appeal from Alarm Administrator's Action." Appeal fees will be returned to the appealing party if the appeal is successful.
 - (b) The Sheriff or designee shall conduct a hearing within thirty (30) days after receipt of the request for review and shall consider the evidence submitted by the appealing party and the Alarm Administrator. The Sheriff or designee must base the decision on the preponderance of evidence presented at the hearing and must render a decision within fifteen (15) days after the date of the hearing. The decision shall affirm or reverse the decision or action taken by the Alarm Administrator.
 - (c) Filing of an appeal stays any action by the Alarm Administrator to suspend an Alarm Permit or require the payment of a fee until the appeal process has been exhausted. This provision applies only to the action of the Alarm Administrator that is the subject of the appeal. This provision does not operate as a bar to enforcement action on violations of this section that occur thereafter.
- (4) The Alarm Administrator or the Sheriff, or their respective designees, may adjust the count of False Alarms or assessed fees based on:

- (a) Evidence that a False Alarm was caused by action of a communications services provider (i.e. telephone, cellular, cable company);
 - (b) Evidence that a False Alarm was caused by a power outage of more than four (4) hours or severe weather such as a tornado or earthquake;
 - (c) Evidence that an Alarm Dispatch Request was not a False Alarm; or
 - (d) The occurrence of multiple alarms within a 24 hour period, which may be considered as one False Alarm if the Alarm User has taken corrective action, unless the False Alarms are directly caused by the Alarm User.
- (5) The Alarm Administrator may waive all of a False Alarm fee or a portion of the fee due to extenuating circumstances or to encourage corrective action.
- (6) On review of fees assessed to an Alarm Installation Company or Monitoring Company, the Alarm Administrator, or, if appealed, the Sheriff, or designee, may consider whether the Alarm Installation Company or Monitoring Company has engaged in a consistent pattern of violations.
- (p) Reinstatement of suspended Alarm Permits.**
- (1) On the first suspension of a permit, the party who's Alarm Permit has been suspended may obtain reinstatement of the permit by the Alarm Administrator if the party:
- (a) Submits a new application and pays a \$50. reinstatement fee;
 - (b) Pays, or otherwise resolves, all outstanding fees and penalties;
 - (c) Submits a written notice from an Alarm Installation Company stating that the Alarm System has been inspected and repaired (if necessary) by the Alarm Installation Company;
 - (d) The Alarm User successfully completes an electronic on-line alarm awareness class and test.
- (2) On the second and every subsequent suspension of a permit, reinstatement may be obtained by compliance with (1) above and compliance with any of the following conditions that the Alarm Administrator may require:
- (a) Proof that an employee of the Alarm Installation Company or Monitoring Company caused the False Alarm.

- (b) Upgrade the alarm control panel to meet SIA Control Panel Standard CP-01.
 - (c) A written statement from an independent inspector designated by the Sheriff or his designee that the Alarm System has been inspected and is in good working order.
 - (d) Confirmation that all motion detectors are properly configured.
 - (e) Confirmation that the Alarm System requires two independent zones to trigger before transmitting an alarm signal to the Monitoring Company.
 - (f) Confirmation that the Alarm System requires two independent detectors to trigger before transmitting an alarm signal to the Monitoring Company.
 - (g) Certification that the Monitoring Company will not make an Alarm Dispatch Request unless the need for a deputy is confirmed by a listen-in device or a camera device. This condition does not apply to residential property.
 - (h) Certification that the Monitoring Company will not make an Alarm Dispatch Request unless the need for a deputy is confirmed by a Person at the Alarm Site.
- (3) The Sheriff's Office shall reinstate its response to an Alarm Site as soon as is practicable after receiving notice of reinstatement from the Alarm Administrator. The Alarm User and Monitoring Company shall take notice that the Alarm Site has been officially reinstated only after receiving notice from the Alarm Administrator of that fact.
- (q) Suspension of Sheriff's response to an Alarm Site.**
- (1) The Sheriff or designee may suspend Sheriff's response to an Alarm Site if he determines that:
 - (a) There is a violation of this chapter by the Alarm User; or
 - (b) There is a false statement of a material fact in the application for a permit; or
 - (c) The Alarm User has failed to pay an Alarm Permit fee or late fee, a late renewal fee or any fee assessed under this section, more than thirty (30) days after the fee is due. This applies to all classifications of alarms including burglary, panic, duress, hold-up and robbery.

- (2) Actions made pursuant to this section are not subject to administrative review.
- (3) The Sheriff or designee may, for good cause shown, reinstate Sheriff's response that has been suspended pursuant to this section.

(r) **Revocation of Security Alarm License**

- (1) The Sheriff or designee may revoke a Security Alarm License of an Alarm Installation Company or Monitoring Company if he determines that:
 - (a) There is a violation of this chapter by the Alarm Installation Company or Monitoring Company; or
 - (b) The Alarm Installation Company or Monitoring Company has failed to pay any fee assessed under this section, more than sixty (60) days after the fee is due.
- (3) A revocation made pursuant to this section is not subject to administrative review.
- (4) The Sheriff or designee may, for good cause shown, reinstate a Security Alarm License that has been revoked pursuant to this section. An administrative fee of \$100 shall be assessed as part of a Security Alarm License reinstatement.

(s) **Sheriff's Office response.**

- (1) The Sheriff Department will respond to all "in progress" Robbery, Panic or Burglar Alarms as promptly as possible, taking into account pending calls for service and any policy establishing priority of dispatched calls following notification of the receipt of the alarm from the Monitoring Company. Sheriff supervisors may cancel Sheriff's response to any or all alarms based on weather or other factors effecting Sheriff's service needs.
- (2) The Sheriff or designee may re-prioritize assignment of burglar alarms and response time at any time based on the service needs of the community.

(t) **Confidentiality of alarm information.**

All information contained in documents gathered through alarm registrations, the submission of customer lists and in the alarm appeal process must be held in confidence by all employees of the Alarm Administrator and WASHOE COUNTY. Such information is proprietary and is hereby declared confidential and not a public record.

Absent special circumstances, such information must not be released to the public or any Person other than a law enforcement agency, third party administrator or the applicable Alarm User, Alarm Installation Company or Alarm Monitoring Company except pursuant to court order.

(u) Scope of Sheriff duty; Immunities preserved.

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

(v) Severability.

The provisions of this Ordinance are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision to any person or circumstance is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision. Ordinances in conflict herewith are hereby repealed to the extent of such conflict. This Ordinance shall take effect 30 days from the date of publication after its second reading.

[Business Impact Note: The Board of County Commissioners hereby finds that this ordinance does not impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business.]

SECTION 4 The provisions of this ordinance shall be in full force and effect on and after the 13th day of Oct, 2009.

Proposed on the 5th day of Sept., 2009.

Proposed by Commissioner Bretternitz.

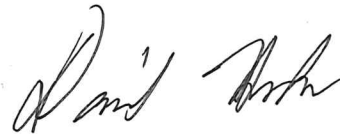
Passed on the 2nd day of Sept., 2009.

Vote:

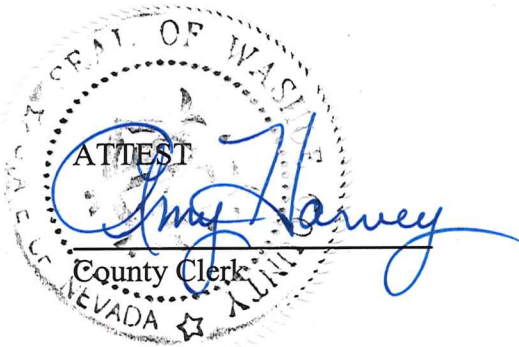
Ayes: Humke, Larkin, Jung, Weber, Bretternitz

Nays: none

Absent: none



CHAIRMAN
WASHOE COUNTY COMMISSION



This ordinance shall be in force and effect from and after the 13th day of October, 2009.