



CITY COUNCIL STAFF REPORT

TO: Honorable Mayor and City Council **DATE:** July 15, 2019

FROM: Matthew Bronson, City Manager

PREPARED BY: John Peters, Chief of Police

SUBJECT: Second Reading and Adoption of Ordinance to Amend Grover Beach Municipal Code Article III, Chapter 2.3 Regulating Alarm Systems, adoption of Resolution amending the Master Fee Schedule and Authorize the Mayor to sign the Services Agreement with PM AM Corporation

RECOMMENDATION

- 1) Conduct second reading, by title only, and adopt the Ordinance amending Article III of the Grover Beach Municipal Code to regulate alarm systems; and
 - 2) Adopt a Resolution amending the Master Fee Schedule; and
 - 3) Authorize the Mayor to sign the Services Agreement with PM AM Corporation.
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BACKGROUND

The current Grover Beach Municipal Code section regulating Alarm Systems was last updated in 1983. The provisions covered under the ordinance are not to current standards for the alarm service industry and do not take into account the changes in technology and procedures for alarm responses. Staff has reviewed multiple example ordinances as well as explored the implementation of an alarm management program for the City. As a result, staff is recommending a full repeal of the current alarm systems ordinance and replacing it with a new ordinance that is more comprehensive and meets the industry standards for alarm systems and police responses. The proposed ordinance is shown in Attachment 2 while the current ordinance is shown in Attachment 3.

When an alarm is activated at a residence or business, the alarm company is notified of the activation. The alarm company then telephones the Police Department's communication (dispatch) center to report the alarm activation. A dispatcher obtains certain information from the alarm company. After this information is obtained and entered in the Computer Aided Dispatch (CAD) system, the dispatcher will then determine what police resources are available to respond to the alarm location. The time involved in this dispatch process can range on average from two to six minutes.

An alarm response requires a minimum of two police officers and most commonly can require four officers to properly handle the alarm investigation. The Police Department responds to an average of 300 false alarms annually. The average time spent by police officers handling an alarm response is twenty (20) minutes. The minimum amount of police officer staff time spent on alarm responses annually is 200 hours. During these 200 hours of handling alarm investigations, the Police Department is delayed in responding to other incidents or emergencies.

In addition to repealing and replacing the current ordinance, staff is recommending to work with a contractor to establish an alarm management program that will manage all aspects associated with the registration and monitoring of alarm responses to business and residential alarms. The primary purpose of the alarm management program is to work with the community in reducing the number of false alarms thereby allowing police officers to stay available for other police responses. The proposed ordinance includes the key enhancements as follows:

1. Alarm System Registration. Requires alarm users to register their alarm systems and address false alarm problems or face suspension from the alarm program after the fourth false alarm within one-year from the original registration date. During suspension, the alarm user has 30 days to correct the problem before being restored to the alarm program.
2. False Alarms. Alarm users may have their first false alarm fine waived by completing an alarm school (online or via US mail) within 30 days of the fine assessment. This is an educational component to help users understand the proper operation of their alarm system. Based on staff's observation, alarm users that have one false alarm per year, typically account for the majority of the total false alarm calls. These users will not be fined should they take the opportunity to complete the short alarm school.
3. Enhanced Call Verification. Introduces "Enhanced Call Verification," which requires an attempt by the monitoring company to contact the alarm site or alarm user by telephone and/or other electronic means be made, in an attempt to avoid an unnecessary alarm dispatch request. Enhanced Call Verification does not apply to robbery or panic alarm activations for life safety reasons.

The alarm management program contractor will identify businesses and residences with current alarm systems, coordinate with those owners/operators to register their alarm systems with the city, and coordinate the collection of any fees associated with alarm system registrations and fines associated with false alarm responses by the police department. Currently, there is not a dedicated staff member that manages the alarm systems program for the City. The registration of alarm systems has been primarily voluntary and not enforced because the current ordinance is outdated and some requirements in the ordinance are no longer acceptable practices.

Staff researched several alarm management companies and spoke to other municipalities that have contracted alarm management programs. Staff determined PM AM Corporation, which provides these services for 34 cities in California including San Luis Obispo and Santa Maria, could effectively handle the implementation of the new alarm management program and assist the City with reducing the number of false alarms. Contracting with PM AM Corporation will assist the City in contacting all alarm system users within the city and getting those users registered. Once the alarm system users are registered, PM AM Corporation and the designated Alarm Administrator from the Police Department will work with property owners and alarm service companies to reduce frequent false alarm activations. The benefits of utilizing PM AM Corporation's assistance in the alarm management program include:

1. Annual Alarm Permits. Annual alarm permits will provide the Police Department with a "complete picture" of the location they are called to respond to, by providing immediate accessible information about the location, the persons that reside or work at that location, along with special characteristics unique to the location (pets, guard dogs, etc.). This type of information allows for a safer and more efficient response. Additionally, annual alarm permits allow the Police Department to more effectively track the alarm history of a location, proactively reach out to those locations, and provide educational information to prevent future false alarms.

2. Alarm Company Engagement. On behalf of the City, PM AM will collaborate with the alarm companies to provide a secure website that allows the alarm companies to verify their customer base and upload new customer information as mandated by the City's proposed ordinance. The secure website alerts the alarm companies of customers with a high number of false alarms so the alarm companies can engage their customers to understand the source of the false alarms.
3. Identifying Repetitive False Alarm Violators. PM AM not only produces meaningful reports but also decision support tools like dashboards and scorecards. These tools systematically identify repeat offenders who cause a high number of false alarms; and allow the PM AM customer care team to deploy meaningful outreach efforts that encourage repeat offenders to take corrective action to prevent future false alarms.
4. Educational Compact Disc (CD). PM AM will distribute an educational CD to repeat false alarm offenders that educates the citizens and businesses about the reasons for false alarms and outlines methods of prevention. The information contained on the educational CD is the same information presented in the online alarm school. The educational CD acts as a marketing tool that can be mailed to repeat false alarm offenders to educate the alarm user about the impact of false alarms on Police resources and how such calls take otherwise limited resources away from true emergencies. The educational CD is available in English and Spanish languages.
5. Online False Alarm Academy. PM AM will develop a customized online false alarm academy ("online academy") that allows citizens and businesses to learn false alarm prevention strategies and complete a test for understanding how to prevent future incidents. The average time it takes to complete the online academy is 30 minutes. The online academy is particularly effective for cities that waive the first false alarm fine if the alarm owner successfully participates in the online academy and passes a test. As a direct result of the increased awareness among citizens and businesses, other cities and counties who contracted with PM AM Corporation have seen a reduction in the number of false alarms.

False alarm reduction is the goal when PM AM Corporation partners with a city. By partnering with PM AM Corporation, the City can leverage their sizeable resource pool of staff and other educational methods to engage citizens and businesses who experience false alarms. Based on PM AM Corporation's experience with other cities and counties, false alarm reduction occurs after 12-18 months of consistent outreach efforts. The false alarm reduction rates average about 45%.

Currently the City does not receive revenue from alarm registrations fees or false alarm fines. Some alarm registrations occur after the Police Department responds to a false alarm and contacts the person responsible for the property. This however is extremely rare since most false alarm calls do not result in the person responsible for the property coming to the location when the police officer is present. Though the current ordinance allows for fines for false alarms, these are very rarely utilized because the police department is not able to identify the person responsible for the property while on scene of the false alarm. With the proposed registration process in the new ordinance, the ability to identify the person responsible for the property will exist within the registration system.

The proposed agreement with PM AM Corporation shown in Attachment 4 is an initial three-year term with an automatic annual renewal each succeeding year. The only cost to the City to start the program will be for the limited staff time for software installations and integration. The

agreement is a revenue sharing agreement in which the City will receive 70% of revenues from false alarm fines annually while PM AM Corporation will receive 30% annually. Since this is a new program that is focused on reducing false alarms, the estimated revenue is undetermined though likely minimal.

The proposed fee to register an alarm is \$25 annually and would be included in a Master Fee Schedule amendment recommended for Council approval (shown in Attachment 5). This fee is consistent and in some cases lower than other similar programs in the state. The fee proposed is the estimated reasonable cost for implementing and providing the proposed services of the alarm management program. The annual alarm permit fees will provide a cost recovery mechanism for the reasonable costs of administering the program including:

- Educating alarm users (online alarm school)
- Hosted online portal to apply and pay for annual alarm permits
- Tracking false alarm calls by location
- Billing alarm service fines and fees
- Sending false alarm warnings
- Updating alarm user permit status
- Software development and maintenance
- Software hosting
- Managing accounts that go to collections
- Managing suspensions, reinstatements, and appeals
- Provision of an agency administration portal with real-time access to incidents, permits, billings, and a variety of reports
- Dedicated toll-free number staffed by the alarm vendor (PM AM) to answer questions from the public; postage costs; public awareness initiatives
- Document processing, and other related duties.

False alarm fines are minimal for first offenses and gradually increase for repeat violations. Any fines assessed to an alarm system user are subject to an appeal process outlined in the new ordinance if the alarm system user chooses to appeal. Staff's goal with the alarm management program is to work with alarm system users and vendors to reduce the false alarms.

On July 1, 2019, the Council introduced and conducted the first reading of the ordinance. In response to questions raised, staff has developed responses to a list of "frequently asked questions" which is shown in Attachment 1. Staff is recommending that the Council now conduct a public hearing and adopt the ordinance along with approval of the Master Fee Schedule amendment and approval of the service agreement with PM AM for the alarm management program.

FISCAL IMPACT

The estimated revenue from this program is undetermined though likely to be minimal.

ALTERNATIVES

The City Council has the following alternatives to consider:

1. Conduct second reading, by title only, and adopt the Ordinance amending Article III of the Grover Beach Municipal Code to regulate alarm systems, adopt a Resolution amending

the Master Fee Schedule and authorize the Mayor to sign the Services Agreement with PM AM Corporation; or

2. Provide alternative direction to staff.

PUBLIC NOTIFICATION

The agenda was posted in accordance with the Brown Act.

ATTACHMENTS

1. Frequently Asked Questions – Alarm Management Program
2. Proposed Alarm Systems Ordinance
3. Current Alarm Systems Ordinance
4. Draft PM AM Corporation Agreement for services
5. Draft Master Fee Schedule Update

FREQUENTLY ASKED QUESTIONS FOR ALARM MANAGEMENT PROGRAM

What is the purpose of the proposed ordinance?

The current ordinance was enacted in 1983. Several provisions in the current ordinance are not compliant with alarm industry standards or police response practices. An update to the ordinance would bring it into modern standards and allow an alarm management program to be implemented.

Why have an alarm management program?

The number one goal of an alarm management program is to reduce the number of false alarms that traditionally absorb police officer availability for other patrol operations. Effective alarm management programs, as the one proposed, have a false alarm reduction rate of 45% in the first 18 months. By reducing false alarms, the limited police resources can stay in service for other important calls.

Why have a requirement to register residential and commercial alarm systems?

Annual permitting of alarm systems allows responding officers to have a “complete picture” of the location they are responding to by providing immediately accessible information about the location, the persons that reside or work there, any special characteristics of the location (pets, guard dogs, etc.). This type of information provides a safer, more efficient response by the officers. In addition, it allows the Police Department to more effectively track the alarm history of a location so we can proactively reach out to the owners and provide educational information to prevent future false alarms.

Who will be required to register their alarm system?

All residential and commercial units that operate an alarm system, whether monitored by a company or those emitting an audible signal that can be heard from outside the unit. This would include doorbell camera systems that are monitored by an alarm service. Fire alarms are excluded from registration requirements.

Why should there be a fee for annual alarm permits?

Permit fees help to offset the costs of administering the alarm management program, whether the program is managed and staffed in-house or outsourced. Whether or not an alarm user has a false alarm, the permit fee pays for the infrastructure that is developed and the staff time to administer the alarm management program.

What are some examples of the costs associated with an alarm management program?

Costs associated with the program are infrastructure and staff time for alarm registrations, providing educational materials to alarm users, computer software programs for police dispatch center, citizen portal to use a 24 hour website to register and pay fees and fines online, the False Alarm Academy, billing and collections services, analytical reports on false alarm responses, and a toll-free phone number with 7 day per week customer service representative to answer questions.

Who will manage the alarm management program?

The Police Department will identify a current staff member as an alarm coordinator that will work with the contract company, PM AM Corporation, to facilitate the alarm management program. PM AM Corporation will facilitate the program under the direction of the Police Department alarm coordinator. PM AM Corporation is one of the most reputable contractors in this service industry

and is currently providing such services to over one hundred communities nationwide. PM AM Corporation leverages their expertise, systems, people and processes to administer alarm management programs for many jurisdictions, thus spreading the infrastructure cost to make it affordable to all communities. They currently provide alarm management program services to the cities of San Luis Obispo and Santa Maria, plus 34 other California communities.

Why can't the City handle this program in-house?

Currently the city does not have the available resources (staff and technology) to handle the alarm management program. In order for the city to take on the tasks of annually registering alarm permits, tracking false alarms, issuing fine notices, collecting fees and fines, providing updated permit information to the police dispatch center, providing an educational website service, providing 7 day a week customer service, and purchasing software to accomplish these tasks, the city would need 2 full-time employees and an annual budget to purchase and upgrade the necessary technology.

What is a false alarm?

A false alarm is an Alarm Dispatch Request to the Police Department, which results in the responding officer finding no evidence of a criminal offense or attempted criminal offense after completing a timely investigation of the Alarm Site. For purposes of this definition, "timely" shall be defined as when an officer arrives at the scene within thirty (30) minutes from when the Police Communications Center receives notification of the alarm.

What are the most frequent errors that cause false alarms?

- Accidental activations by cleaning crews, new employees, children and house sitters
- Failure by business to notify the alarm monitoring company of unscheduled openings/closings.
- Failure to secure doors and windows once the alarm is turned on
- Failure to train authorized users
- Faulty equipment, keypads, batteries, panels, detectors
- Improper installation of equipment
- Not requiring the alarm monitoring company to notify persons on the contact list before calling the Police Department
- Using incorrect keyboard codes
- Wandering pets

How will the alarm management program be advertised and implemented?

The ordinance will become effective 30 days after the date of its adoption. During this time period, the Police Department and PM AM Corporation will begin a public notification period through a published notification, a press release, social media releases, posting to the City Website, adding a flyer to the water bill and by contacting all alarm monitoring companies that provide services in our area to notify them of the new requirements. Once an alarm user receives notification of the new registration requirements, they will be provided an additional 30 days to register their alarm system.

What is the alarm permit registration fee?

The fee to register an alarm system and receive a permit will be \$25 annually for both residential and commercial alarm systems.

ORDINANCE NO. 19-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVER BEACH, CALIFORNIA AMENDING ARTICLE III, CHAPTER 2.3, OF THE GROVER BEACH MUNICIPAL CODE AMENDING REGULATIONS FOR ALARM SYSTEMS

WHEREAS, the current Grover Beach Municipal Code covering Alarm System was last updated in 1983 and is outdated; and

WHEREAS, the vast majority of alarms to which the Police Department responds to are false alarms;

WHEREAS, most false alarms are the result of improper maintenance or improper use of an alarm system; and

WHEREAS, police officers responding to false alarms are not available for other police related calls for service; and

WHEREAS, in the interest of using limited police resources more efficiently and effectively, the City Council encourages residents and businesses to register their alarm systems to help reduce the number of false alarms in the city.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Grover Beach as follows:

PART 1. Article III, Chapter 2.3 of the Grover Beach Municipal Code (GBMC) is hereby amended as follows:

CHAPTER 2.3 - ALARM SYSTEMS

Sections:

3230	Purpose.
3231	Definitions.
3232	Administration; Funding; Increases in Fees and Fines; Annual Evaluation.
3233	Alarm Registrations Required; Terms; Fees and Fee Collection.
3234	Registration Application; Contents.
3235	Transfer of Registration Prohibited.
3236	Duties of Alarm Users.
3237	Audible Alarms; Restrictions, Abatement of Malfunctioning Alarm.
3238	Registration and Duties of Alarm Installation Companies and Monitoring Companies.

3239	Duties and Authority of the Alarm Administrator.
3240	False Alarm Fines; Fees; Late Charges.
3241	Notice to Alarm Users of False Alarms and Suspension of a Police Response.
3242	Alarm Registration Suspension, Fees, Fines, Violation to Make Alarm Dispatch Request for Suspended Alarm Site.
3243	Appeals of Determinations Regarding Alarm Registrations, Fees and Fines.
3244	Reinstatement of Suspended Alarm Registrations.
3245	Suspension of Police Response to Dispatch Requests from Certain Alarm Installation Companies and Monitoring Companies.
3246	Police Department Response.
3247	Confidentiality of Alarm Information.
3248	Scope of Police Duty; Immunities Preserved.

3230. Purpose. The purpose of this Chapter 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. The City of Grover Beach hereby determines it is in the best interest of all its citizens that all burglary, robbery and fire alarms within the City be subject to certain regulations designed to control false alarms and insure prompt response.

3231. Definitions. For purposes of this Chapter, the following terms shall have the following meanings:

A. "Alarm Administrator" means the Person or Persons designated by the Police Department to administer the provisions of this Chapter.

B. "Alarm Agreement" means the legal contract or agreement by and between the Alarm Installation Company and/or Monitoring Company and the Alarm User.

C. "Alarm Agreement Holding Company" means the Alarm Installation Company or Monitoring Company that holds the Alarm Agreement with the Alarm User

D. "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.

E. "Alarm Dispatch Request" means a notification to the Police Department that an alarm, either manual or automatic, has been activated at a particular Alarm Site.

F. "Alarm Registration" means a registration and unique Number issued by the Alarm Administrator to an Alarm User, which authorizes the operation of an Alarm System.

G. "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 City's Alarm Administrator.

H. "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.

I. "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 a Police response. The term includes hardwired systems, surveillance cameras 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 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.

J. "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.

K. "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.

L. "Alarm User List" means a list provided by the Alarm User's Alarm Installation Company or if no Alarm Agreement exists between the Alarm User and an Alarm Installation Company, the Alarm User's Monitoring Company.

M. "Arming Station" means a device that controls an Alarm System.

N. "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 the Police Department Communications Center or City requesting an officer be dispatched to an Alarm Site.

O. "Burglar Alarm" means an alarm intended to identify the presence of an intruder in either a business or residence.

P. "Business Tax Certificate" means a business certificate issued by the City of Grover Beach to an Alarm Installation Company or Monitoring Company to conduct business in the City.

Q. "Cancellation" means the termination of a Police response to an Alarm Site after an Alarm Dispatch Request is made but before an officer's arrival at the Alarm Site.

R. "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.

S. "City" means City of Grover Beach.

T. "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 an officer response.

U. "Enhanced Call Confirmation" (ECC) 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 an alarm signal is valid before requesting a police response, in an attempt to avoid an unnecessary Alarm Dispatch Request. For the purpose of this Chapter, telephone confirmation 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 an officer dispatch. Names and numbers or those contacted or attempted to contact, shall be provided when requested.

V. "False Alarm" means an Alarm Dispatch Request to the Police Department, which results in the responding officer finding no evidence of a criminal offense or attempted criminal offense after completing a timely investigation of the Alarm Site. For purposes of this definition, "timely" shall be defined as when an officer arrives at the scene within thirty (30) minutes from when the Police Communications Center receives notification of the alarm.

W. "Holdup Alarm" means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress.

X. "Local Alarm System" means an unmonitored Alarm System that annunciates an alarm only at the Alarm Site or is a self-monitored Alarm Site.

Y. "Monitoring" means the process by which a Monitoring Company receives signals from an Alarm System and relays an Alarm Dispatch Request to the Police Department.

Z. "Monitoring Company" means a Person in the business of providing Monitoring services.

AA. "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).

BB. "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 an officer response.

CC. "Person" means an individual, corporation, limited liability company, partnership, association, organization or similar entity.

DD. "Police Department" means the Grover Beach Police Department.

EE. "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.

FF. "Registration Number" means a unique individual number assigned to an Alarm User as part of Alarm Registration issued by the Police Department.

GG. "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.

HH. "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 Police assistance in order to avoid bodily harm, injury or death. The term has the same general meaning as "Holdup Alarm or Duress Alarm."

II. "Takeover" means the transaction or process by which an Alarm User takes over control of an existing Alarm System that was previously controlled by another Alarm User.

JJ. "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.

3232. Administration; Funding; Increases in Fees and Fines; Annual Evaluation.

A. Responsibility for administration of this Chapter is vested with the Police Department.

B. The Police Department shall designate an Alarm Administrator to carry out the duties and functions described in this section.

C. Monies generated by fees and fines assessed pursuant to this section shall be deposited into the City's General Fund.

D. The amount of the fees and fines set forth in this section shall be specified in the Master Fee Schedule, which may only be revised by a duly-adopted resolution of the City Council. For purposes of this subsection, "fees" include any type or class of fee and includes late charges.

E. The Alarm Administrator shall conduct an annual evaluation and analysis of the effectiveness of this Chapter and identify and implement system improvements as warranted.

3233. Alarm Registrations Required; Terms; Fees and Fee Collection

A. An Alarm User shall not operate, or cause to be operated, any Alarm System without a valid Alarm Registration. A separate Alarm Registration is required for each Alarm Site having a distinct address or business name. A registration fee including a completed Alarm Registration application shall be received and approved by the Alarm Administrator prior to any Alarm System activation. A thirty (30) day grace period shall be granted from the date of all new alarm installations or takeovers between two alarm users, to accommodate the registration application process.

B. Owners of Local Alarm Systems are required to adhere to all sections of this Chapter and are subject to all fees, fines, suspensions, penalties or other requirements that are applicable.

C. The fee for a new initial Alarm Registration and the Alarm Registration renewal fee shall be collected by the Alarm Administrator.

D. Existing Alarm Systems:

1. Any Alarm System that has been installed before the effective date of this Ordinance shall be registered and a registration fee collected by the Alarm Administrator.

a. The Alarm Agreement Holding Company shall provide within sixty (60) days of the effective date of this Ordinance, an Alarm User List of existing Alarm Users in the City, in a format approved by the Alarm Administrator, including name, address, billing address and telephone number to the Alarm Administrator.

2. The Alarm Agreement Holding Company may, through a mutual written agreement, have another Alarm Company provide the Alarm User's list.

E. New Alarm Systems:

1. Any Alarm Installation Company that installs an Alarm System on premises located within the City of Grover Beach shall notify the Alarm Administrator within twenty (20) days that an Alarm System has been installed and send the Alarm Administrator the required information.

2. In the case of self-installed alarm systems that are to be monitored by a Monitoring Company, the Monitoring Company shall act as the Alarm Installation Company regarding the duties to notify the Alarm Administrator.

3. Failure of an Alarm Installation Company to notify the Alarm Administrator of a new Alarm System installation within twenty (20) days of installation shall result in a fine as established by the Master Fee Schedule of the city and to be imposed on the Alarm Installation Company.

4. The initial Alarm Registration fee shall be collected by the Alarm Administrator. Failure of the Alarm User to submit an application and registration fee within the thirty (30) days after notice shall result in the Alarm System being classified as non-registered and late charges being assessed.

F. Alarm Registration and Renewal Fees

1. An Alarm Registration 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 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 Alarm System and subject the Alarm Site to a suspension and late charge.

2. Registration fees shall be collected annually based on a one-year registration period. The amount of the registration and renewal fees required are established by the Master Fee Schedule of the city.

G. Late charge. Alarm Users who fail to make payment for an Alarm Registration prior to the registration's expiration date will be assessed a late charge as established by the Master Fee Schedule of the city.

H. Refunds. No refund of a registration fee or registration renewal fee will be made.

I. Upon receipt of a completed Alarm Registration application form and the Alarm Registration fee, the Alarm Administrator shall issue a Registration Number or Alarm Registration renewal to the applicant unless:

1. The applicant has failed to pay any fee or fine assessed under this chapter;

or

2. An Alarm Registration for the Alarm Site has been suspended, and the condition causing the suspension has not been corrected; or

3. The Alarm Installation Company and/or the Monitoring Company listed on the registration application are not in possession of a current valid State of California Department of Consumer Affairs Alarm Company Operators License.

4. 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 Registration.

J. Exceptions.

1. Government entities, including but not necessarily limited to the City, County, State, Federal and School Districts, should obtain Alarm Registrations for all Alarm Systems on property under their control within the boundaries of Grover Beach and are exempt from payment of Alarm Registration and renewal fees.

2. All registration-fee-exempted alarm sites are required to obtain and maintain a valid Alarm Registration for a Police response and are subjected to all other fees, fines and suspension enforcements, except when this action is prohibited by statute or through a court ruling.

3234. Registration Application; Contents.

An application for an Alarm Registration must be in a format provided by the Police Department. The information required on such forms shall be determined by the Alarm Administrator. Registration applicants acknowledge that the Police response may be influenced by factors including, but not limited to, the availability of officers, priority of calls, traffic conditions, weather conditions, emergency conditions, prior alarm history, administrative actions and staffing levels.

3235. Transfer of Registration Prohibited.

A. An Alarm Registration cannot be transferred to another Person or Alarm Site. An Alarm User shall inform the Alarm Administrator and their Alarm Company of any change to the information listed on the Alarm Registration application within ten (10) business days after such change.

B. Exceptions may be made at the discretion of the Alarm Administrator when the transfer proposed is among members of the family of the original registration holder or successors in interest to the property for which the Alarm Registration has been issued.

3236. Duties of Alarm Users.

A. An Alarm User shall:

1. Maintain the Alarm Site and the Alarm System in a manner that will minimize or eliminate False Alarms;

2. Make every reasonable effort to arrive at the Alarm System's location within 30 minutes after being requested by the Monitoring Company or Police Department in order to:

- a. Deactivate an Alarm System;
- b. Provide access to the Alarm Site; and/or
- c. Provide alternative security for the Alarm Site.

3. Provide his, her, or its Monitoring Company with the updated names and telephone numbers of at least two individuals who are able and have agreed to:

- a. Receive notification of an Alarm System activation at any time;
- b. Respond to the Alarm Site at any time; and
- c. Provide access to the Alarm Site and deactivate the Alarm System,

if necessary.

4. Not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was intended to report.

5. Notify his, her, or its Monitoring Company of any suspension of police response (as provided for under this Chapter) and request that the Monitoring Company not make a Burglar Alarm Dispatch Request.

B. No Person shall operate or cause to be operated any Automatic Voice Dialer which, when activated, uses a telephone device or attachment to automatically dial a telephone line leading into the Police Department Communications Center or the City and then transmit any pre-recorded message or signal.

C. An Alarm User shall keep a set of written operating instructions for each Alarm System at each Alarm Site.

3237. Audible Alarms; Restrictions, Abatement of Malfunctioning Alarm.

A. No Alarm System shall emit a sound resembling an emergency vehicle siren or civil defense warning. The chief of police or their designee shall make the final determination regarding any question of an audible alarm within this section.

B. After the effective date of this ordinance no one shall install, modify or repair an Alarm System in the City of Grover Beach that has a siren, bell or other signal that is audible from any property adjacent to the Alarm Site that sounds for longer than fifteen (15) consecutive minutes after the alarm is activated, or that repeats the fifteen (15) minute audible cycle more than two consecutive times during a single armed period.

C. In the event that an audible alarm is activated and fails to reset itself or continues to activate for more than (60) sixty minutes and the responsible person listed on the Alarm Registration or other responsible person cannot or will not respond and silence the alarm, and the continued activation of the alarm is creating a disturbance, the Police Department may cause the alarm to be silenced in a manner determined appropriate for the circumstances. The Alarm User shall be held responsible for the actual costs involved to abate the malfunctioning alarm up to a maximum of three hundred dollars (\$300). The City, its employees or agents shall not be responsible or liable for reasonable damage resulting from such disconnection.

3238. Registration and Duties of Alarm Installation Companies and Monitoring Companies.

A. Registration.

1. No alarm company operator or alarm agent, as defined by the Business and Professions Code, shall install, maintain, or repair any Alarm System within the City unless the Alarm Company operator or alarm agent has, prior to performing such work, obtained a City Business Tax Certificate.

2. 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 Chapter, 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 Police Department response to Alarm Dispatch Requests from the non-complying Alarm Installation Company or Monitoring Company.

3. Each Alarm Installation Company shall provide the name, address and phone number of any Monitoring Company it is using to monitor its Alarm Sites within the City, and Monitoring Companies shall do the same for Alarm Installation Companies that use their monitoring services within the City.

B. Alarm Installation Companies shall:

1. Upon the installation or activation of an Alarm System, the Alarm Installation Company shall distribute to the Alarm User information summarizing:

- a. The applicable law relating to False Alarms, including the Registration Fee and the potential for fines and suspension of an Alarm Registration;
- b. How to prevent False Alarms; and
- c. How to operate the Alarm System.

2. 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.

3. After 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 time delay to provide more positive assurance that the user intends to activate the device.

4. All audible Alarm Systems shall include a device which will limit the duration of the audible alarm to a period of not more than fifteen (15) minutes per activation.

5. 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 Police Department Communications Center or the City and then transmit any pre-recorded message or signal.

6. Ensure that 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 System's operation and function.

7. All Alarm Systems shall be supplied with an uninterrupted power supply in such a manner that the failure or interruption of the normal electric utility service for a period of up to six (6) hours will not activate the Alarm System.

C. A Monitoring Company shall:

1. Report alarm signals by using telephone numbers or procedures designated by the Alarm Administrator or other approved communication processes.

2. Employ Enhanced Call Confirmation procedures on all Burglar Alarm Dispatch Requests. The Grover Beach Police Department may refuse to accept an Alarm Dispatch Request from a Monitoring Company that has failed to comply with the procedures required by Enhanced Call Confirmation. This subsection becomes effective Ninety (90) days after the effective date of this Ordinance.

3. Communicate Alarm Dispatch Requests to the Police Department in a manner and form determined by the Alarm Administrator.

4. Communicate Cancellations to the Police Department in a manner and form determined by the Alarm Administrator.

5. Communicate all available Zone activations information (north, south, front, back, door, window etc.) about the location of an alarm signal(s) as part of an Alarm Dispatch Request.

6. Communicate the type of alarm activation (silent or audible, interior or perimeter), if available, on any Alarm Dispatch Request.

7. Notify the Police Department Communications Center (Dispatch) of any Alarm Site that it knows, or reasonably should know has guard dog(s), pets or is fitted with a Protective-Reactive Alarm System. 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).

8. After an Alarm Dispatch Request, promptly advise the Police Department Communications Center if the Monitoring Company knows that the Alarm User or a Responsible Party is on the way to the Alarm Site;

9. 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.

10. Each Monitoring Company shall, upon request, immediately provide the Police Department with the names and phone numbers of the Alarm User's emergency contacts at the time of each Alarm Dispatch Request.

D. 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 and shall make a reasonable effort to provide to the Alarm Administrator, within 60 days from the date of conversion, an Alarm User List of the converted accounts, in a format acceptable to the Alarm Administrator.

3239. Duties and Authority of the Alarm Administrator.

A. The Alarm Administrator shall:

1. Designate the manner and form of Alarm Dispatch Requests and the telephone numbers and/or communication process that are to be used for such requests; and

2. Establish a procedure to accept Cancellation of Alarm Dispatch Requests.

B. The Alarm Administrator shall establish a procedure to acquire and record information on Alarm Dispatch Requests.

C. The Alarm Administrator shall 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 an officer's response to the False Alarm; and

2. Any False Alarm fine incurred.

D. 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 of 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 may result in suspension of the Alarm Registration, as indicated by the facts of the case.

E. 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.

F. 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 fine, if action is taken by the Alarm User to remove or replace the single action, non-recessed device.

G. The Alarm Administrator shall make a copy of this Ordinance and/or an ordinance summary sheet available to each Alarm User.

H. The Alarm Administrator may use electronic means to communicate with Alarm Users, Alarm Installation Companies and Monitoring Companies when applicable or when requested by the recipient and at the Alarm Administrators discretion.

3240. False Alarm Fines; Fees; Late Charges.

A. The Alarm Administrator may assess the Alarm User a fine for a False Alarm occurring at that Alarm User's Alarm Site consistent with the procedures in Section 3243. The amount of said fines for the listed categories shall be established by the Master Fee Schedule of the city.

1. Burglar False Alarm Fines
2. Robbery False Alarm Fines
3. Panic False Alarm Fines

B. If a False Alarm fine is not paid within thirty (30) days after the invoice is mailed, a late charge as established by the Master Fee Schedule of the city shall be imposed.

C. Fines for False Alarms from Non-Registered Alarm Systems. For person(s) operating a Non-Registered Alarm System incurring a False Alarm, fines shall be imposed as established by the Master Fee Schedule of the city.

D. Any Monitoring Company after five (5) business days of receiving notice from the Alarm Administrator that an Alarm User's registration status is that of Non-registered shall not make a Burglar Alarm Dispatch Request from that Alarm User

E. If Cancellation of a Police response occurs prior to the officer's arrival at the Alarm Site, the response is not considered a False Alarm and no False Alarm fine will be assessed.

F. The Alarm Installation Company shall be assessed a fine in an amount established by the Master Fee Schedule of the city if the officer responding to a 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, nor is the Alarm User to be held liable for any False Alarm fine resulting from such alarm activation.

G. A fine in an amount established by the Master Fee Schedule of the city shall be imposed against any Monitoring Company that fails to verify Alarm System signals as required in subsection 3238(C)(2) of this Chapter.

H. Notice of the right of appeal under this ordinance will be included with notice of any fine.

I. All registration fees, renewal registration fees or fines assessed under this section are due within thirty (30) days of written notice unless otherwise noted. A late charge in an amount established by the Master Fee Schedule of the city shall be imposed for each individual fee or fine due that is not paid within thirty (30) days.

J. The Alarm Administrator may waive the False Alarm fine for the first chargeable False Alarm during the Alarm User's one-year registration period, pending the successful completion of the Online Alarm User Awareness Class available through the Alarm Administrator. In order to have the fine waived, the Alarm User shall have successfully completed the class within thirty (30) days of the fine notice. Alarm Users without online access may request the online school and test be mailed to them. Reasonable additional time to complete the Alarm User Awareness Class shall be allowed for mail delivery.

3241. Notice to Alarm Users of False Alarms and Suspension of a Police Response.

A. The Alarm Administrator shall notify the Alarm User in writing or by other electronic means after each False Alarm. The notice shall include the amount of the fine for the False Alarm, the fact that Police response to further alarms may be suspended after the fourth False Alarm during the Alarm User's one-year Alarm Registration period, (excluding Duress, Robbery, Holdup and Panic Alarms), and that the Alarm User has the right to a pre-deprivation appeal prior to paying the fine or prior to the suspension of Police response as is consistent with Section 3239.

B. The Alarm Administrator shall notify the Alarm User in writing thirty (30) days beforehand that a Police Department response to further alarms is to be suspended. The right of appeal under this Ordinance shall be included with the notice. The notice of suspension shall also include the amount of any fees and/or fines due and a description of the reinstatement process.

C. The Alarm User may appeal the Alarm Administrator's decision to assess a fine, suspension of a permit, or suspension of police response to the Chief of Police (or their designee) consistent with Section 3243.

3242. Alarm Registration Suspension, Fees, Fines, Violation to Make Alarm Dispatch Request for Suspended Alarm Site.

A. The Alarm Administrator shall notify the Police Department of each Alarm User whose Alarm Registration qualifies for suspension under this section. The Alarm Administrator may suspend an Alarm Registration if it is determined that:

1. There is a false statement of a material fact in the registration application;
or

2. The Alarm User has had four or more false Burglar Alarms within the one-year registration period, except that the Alarm Administrator may waive a suspension of a

registration upon receipt of documented work orders showing reasonable attempts to repair the Alarm System prior to the notice of suspension.

3. The Alarm User fails or refuses to pay an Alarm Registration or Alarm Registration Renewal fee, False Alarm fine, late charge, or any other fee, fine, or charge assessed under this Chapter.

B. It is a violation of this section for a Person to operate a Burglar Alarm System during the period in which the Alarm Registration is suspended. It is a violation of this Chapter 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 registration for that Alarm Site has been suspended. A grace period of five (5) business days after the ARM's notification shall be granted for the Monitoring Company to comply. The Alarm Monitoring Company shall be assessed a fine in an amount established by the Master Fee Schedule of the city for requesting a Burglar Alarm Dispatch Request on a suspended Alarm Site.

C. False Alarm Fines under Suspension status. In addition to the fines set forth in subsection 3240(A), a supplemental fine is hereby imposed upon any Person operating a suspended Burglar Alarm System. The amount of said fines shall be established by the Master Fee Schedule of the city.

D. It shall be the responsibility of the Alarm User to notify their respective Alarm Monitoring Company of their suspension status. An Alarm User shall be held financially accountable for all false alarm fines incurred.

E. Unless there is a separate indication that there is a crime in progress, the Police Department may or may not dispatch an officer to an Alarm Site for which an Alarm Registration is suspended.

3243. Appeals of Determinations Regarding Alarm Registrations, Fees and Fines.

A. If the Alarm Administrator assesses a fee or fine, suspends an Alarm Registration or denies the issuance, renewal or reinstatement of an Alarm Registration, the Alarm Administrator shall send 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.

B. The applicant, Alarm User, Alarm Installation Company or Alarm Monitoring Company may appeal any action described in subsection (A) above to the Police Chief (or their designee) by setting forth in writing the reasons for the appeal and delivering the appeal to the Police Chief (or their designee) within twenty (20) 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.

C. The procedure for an appeal to the Police Chief (or their designee) is as follows:

1. The applicant, Alarm User, Alarm Installation Company or Monitoring Company may file a written request for appeal by paying an appeal fee and setting forth the reasons for the appeal. The appeal must be entitled "Appeal from Alarm Administrator's Action." The appeal fee shall be in an amount established by the Master Fee Schedule of the city and will be returned to the appealing party if the appeal is successful.

2. The Police Chief (or their designee) shall conduct a hearing on the appeal within thirty (30) days after the Police Department's receipt of the request for appeal and appeal fee and shall consider the evidence submitted by the appealing party and the Alarm Administrator. The Police Chief (or their 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.

3. Filing of an appeal stays any action by the Alarm Administrator to suspend an Alarm Registration or require the payment of a fee or fine 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.

D. The Alarm Administrator or the Police Chief, or their respective designees, may adjust the count of False Alarms or assessed fees based on:

1. Evidence that a False Alarm was caused by action of a communications services provider (i.e. telephone, cellular, cable company);

2. Evidence that a False Alarm was caused by a power outage of more than six (6) hours or severe weather such as a tornado, earthquake, or excessive winds (35 m.p.h. or above as measured by the National Weather Service for the Grover Beach area);

3. Evidence that an Alarm Dispatch Request was not a False Alarm; or

4. 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.

E. The Alarm Administrator may waive all or part of a False Alarm fine due to extenuating circumstances or to encourage corrective action with supervisor approval.

3244. Reinstatement of Suspended Alarm Registrations.

A. On the suspension of an Alarm Registration, a Person who's Alarm Registration has been suspended may obtain reinstatement of the registration by the Alarm Administrator if the Person:

1. Pays a reinstatement fee as established by the Master Fee Schedule of the city;
2. Pays, or otherwise resolves, all outstanding fees, fines, and other charges;
3. 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;
4. The Alarm User successfully completes an Alarm User Awareness Class and test.

B. The Police Department 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. It shall be the responsibility of the Alarm User to verify that his, her, or its registration status and future police response has been properly restored.

3245. Suspension of Police Response to Dispatch Requests from Certain Alarm Installation Companies and Monitoring Companies.

A. The Police Chief or their designee may suspend Police response to an Alarm Dispatch Request from an Alarm Installation Company or Monitoring Company if it is determined that:

1. There is a violation of this chapter by the Alarm Installation Company or Monitoring Company and the condition causing the violation has not been corrected and/or;
2. The Alarm Installation Company or Monitoring Company has failed to pay any fee, fine, or other charge assessed under this section, more than sixty (60) days after the fee, fine, or other charge is due.

B. The Police Department may not respond to any Alarm Dispatch Request where the Alarm Installation Company or Monitoring Company who installed or monitors that alarm has failed to comply with California licensing requirements or failed to maintain a valid copy of the State of California Department of Consumer Affairs Alarm Company Operators License.

C. A suspension of Police response made pursuant to this subsection is subject to the appeal process provided for within this Chapter. In addition, the Alarm Administrator has the ability to accept a workable solution from the affected party prior to an appeal. The affected party has sixty (60) days after the written notice of suspension before Police response is suspended to its alarm customers.

D. The Alarm Administrator shall notify all known Alarm Users subscribing to an Alarm Installation Company or an Alarm Monitoring Company that the Police Department has suspended response to the company's Alarm Dispatch Requests.

E. The City shall assess the Alarm Installation Company or Monitoring Company a reinstatement fee in an amount established by the Master Fee Schedule of the city. In addition, if the Alarm Administrator has incurred costs in notifying Alarm Users by mail of the suspension of their Alarm Installation Company or Monitoring Company, reimbursement to the City of those costs shall be a condition of reinstatement.

3246. Police Department Response

A. Subject to the suspension provisions in section 3242 above and the discretion discussed in section 3248 below, the Police Department, at its discretion, 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. Police supervisors may, in their discretion, cancel a Police response to any or all alarms based on weather or other factors affecting Police service needs.

B. The Police Chief or their designee may re-prioritize assignment of Burglar Alarms and response time at any time during a 24-hour period as may be necessary due to the service needs of the community.

3247. Confidentiality of Alarm Information.

All information contained in documents gathered through Alarm Registrations, the submission of customer lists, the alarm appeal process and records relating to Alarm Dispatch Requests must be held in confidence by all employees of the Alarm Administrator, City of Grover Beach and any third-party alarm administrator. 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. Per California Government Code 6254(f)

3248. Scope of Police Duty; Immunities Preserved.

The issuance of Alarm Registrations does not create a contract between the Police Department and/or the City of Grover Beach and any Alarm User, Alarm Installation Company or Monitoring Company, nor does it create a duty or obligation, either expressed or implied, on the Police Department to respond to any alarm. Any and all liability and consequential damage resulting from the failure of the Police Department 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 Registration, the Alarm User acknowledges that the Police Department response is

influenced by the availability of officers, priority of calls, traffic conditions, weather conditions, emergency conditions, staffing levels, prior response history and administrative actions.”

Part 3 If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be in violation of the law, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared in violation of the law.

Part 4 This Ordinance shall become effective thirty (30) days after the date of its adoption, and within fifteen (15) days after its adoption, it shall be published once, together with the names of the Council Members voting thereon, in a newspaper of general circulation within the City.

INTRODUCED at a regular meeting of the City Council held on June 17, 2019 and **PASSED, APPROVE,** and **ADOPTED** by the City Council on July 15, 2019, on the following vote, to wit:

AYES:	Council Members –
NOES:	Council Members –
ABSENT:	Council Members –
ABSTAIN:	Council Members –

****DRAFT****

JEFF LEE, MAYOR

ATTEST:

WENDI SIMS, CITY CLERK

Approved as to form:

DAVID HALE, CITY ATTORNEY

CHAPTER 2.3 - ALARM SYSTEMS

Sec. 3230. Designation. This Chapter shall be known as and referred to as the alarm systems ordinance. (Ord. 83-3)

Sec. 3231. Purpose. The City of Grover City hereby determines that it is in the best interest of all its citizens that all burglary, robbery and fire alarms within the City be subject to certain regulations designed to control false alarms and insure prompt response. (Ord. 83-3)

Sec. 3232. Police Station Alarm Terminus. Any silent burglary, holdup, or fire alarm terminating at the Grover City Police Department shall be connected to one central receiving device of the type specified by the Chief of Police. No other terminal device will be permitted except at the discretion of the Chief of Police who may permit such other device upon finding that the proposed device is at least equal and equivalent to the type or types theretofore approved. (Ord. 83-3)

Sec. 3233. Alarm Permits. It shall be unlawful for any person, corporation, business, commercial establishment or residence to install or possess any unauthorized type of alarm or any operating burglary, holdup or fire alarm system designed to annunciate audibly outside the confines of any structure or real property or to annunciate at any reception point remote from the annunciating alarm unless a City of Grover City Alarm Permit has been issued for each alarm.

(A) Alarm permits shall be issued by the Grover City Police Department.

(B) There shall be no fee or other monetary consideration connected to permit issuance. Permits shall remain valid until suspended, revoked, or until the alarm is deactivated.

(C) The alarm permit shall bear the following information:

(1) Permit number; (2) Date of issuance; (3) Name of alarm subscriber or user; (4) Address of alarmed premises; (5) Type of business serviced by alarm; (6) Alarm type; (7) Alarm company; (8) If an alarm user is not serviced by an alarm company, he must provide two (2) emergency numbers of persons who have keys to the premises and have the ability to shut off the alarm; (9) Issuing officer; (10) Emergency contact phone numbers; (11) Status of alarm permit.

(D) Failure of the alarm subscriber to keep the Police Department informed of current emergency contact and premises address information may result in fines and/or suspension or revocation of the permit.

(E) Installation or possession of an operational alarm system within the City of Grover City without a permit, or continuing activation of an operational alarm system for which the permit has been denied, revoked or suspended shall be a misdemeanor.

(F) Persons, corporations, businesses, commercial establishments, and residences equipped with operational alarms that have not been issued a permit shall be subject to the following sanctions:

(1) First Offense -- Warning and requirement to obtain permit; (2) Second and Subsequent Offenses -- Issuance of citation for violation of Sec. (E).

(G) Suspension or revocation of alarm permits shall result from any of the conditions set forth below; provided, however, that the Chief of Police, upon a finding of mitigating circumstances, may allow the permittee to continue operating on condition of no further misuse or false alarms.

(1) Alarm misuse --Intentional use of an alarm for a purpose for which it was not intended; (a) First Offense -- Warning; (b) Second Offense -- A second offense within a one year period of the first violation shall result in revocation of permit.

(2) False alarms resulting from operational error. (a) First offense - Warning. (b) Second offense in a three-month period - Issuance of a citation for \$25.00. (c) Third offense in a three-month period - Issuance of a citation for \$50.00. (d) Fourth offense in a three-month period - Issuance of a citation for \$100.00. (e) Fifth offense in a three-month period - Revocation of permit.

(3) False alarms resulting from equipment malfunction. (a) First and second offenses - Warning. (b) Third offense in a three-month period - Issuance of a citation for \$25.00. (c) Fourth offense in a three-month period - Issuance of a citation for \$50.00. (d) Fifth offense in a three-month period - Issuance of a citation for \$100.00. (e) Sixth offense in a three-month period - Revocation of permit.

(H) No penalty shall be incurred for legitimate alarm annunciation or from those situations in which a false alarm occurs but its cause was beyond operational or equipment control as determined by the Chief of Police.

(I) A permit may be reactivated when the Chief of Police finds, upon verified evidence, that the problems causing the revocation or suspension have been corrected. (Ord. 83-3; Am. Ord. 00-1)

Sec. 3234. Out of City Alarm Systems Terminating at the Police Department. No alarm systems originating outside the City shall terminate within the Police Department. (Ord. 83-3) Amended July 1, 2006

Sec. 3235. Alarm Installation. (A) No company or person selling, renting, leasing, installing or otherwise providing alarm systems shall install any such alarm system without providing twenty-four hour service for that system. For the purposes of this section, alarm system shall mean any security, robbery, or fire alarm device which is installed by a person or persons other than the alarm system user. Service, for the purposes of this section, includes the ability to promptly repair a malfunctioning alarm system, and to provide periodic maintenance necessary to the alarm system's normal function. (B) In the event an audible security alarm sounds within the limits of the City of Grover City and no person can be contacted to shut the alarm off within a thirty minute period, then the vendor currently supplying terminal service at the Police Department shall be contacted to disable the alarm. All charges for such service shall accrue to that alarm user at a rate no greater than the vendor's standard service charge. (C) Any company or person installing an alarm system other than the alarm system user shall provide the Police Department notification prior to installation of any alarm system, or any change in the status of the alarm system, including change in business owner, type of business, or modification of the alarm. (Ord. 83-3)

SERVICES AGREEMENT

ALARM PROGRAM ADMINISTRATION AND COLLECTION SERVICES

This Contract for Alarm Program Administration and Collection Services (the "**Agreement**") is made and entered into in **San Luis Obispo County, California** by and between PMAM Corporation, a Texas corporation whose address is 5430 LBJ Freeway, Suite 370 Dallas, TX 75240, (the "**PM AM**") and City of **Grover Beach, CA** whose address is **154 S, Eighth Street, Grover Beach, California 93433** (the "**City**") to be effective upon the date of execution of this Agreement by City Manager or City's authorized designee as set forth on the Signature Page hereto (the "**Effective Date**").

Recitals

WHEREAS, City desires to engage the services of PM AM to provide certain installation, conversion, operation and service of a False Alarm Management Program including the collection services in accordance with City's alarm ordinances in accordance with the terms of this Agreement (as hereinafter defined) (collectively, the "**Services**"); and

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article 1 Scope of Services

- 1.1 The parties agree that PM AM shall perform the Services in accordance with the terms and conditions of City's alarm ordinance and this Agreement. The parties' agreement consists of this Agreement and the following Exhibits, which are incorporated herein and made a part hereof by this reference thereto:

Scope of Work and Contract Requirements – Exhibit A
Pricing and Receipt of Collections - Exhibit B

In the event of a conflict in interpretation, the documents shall control in the following order: (ii) the Agreement, (ii) Exhibit A, and (iii) Exhibit B, as further modified by the written agreement by the parties as a result of software implemented and deployed by the parties.

Article 2 Terms of Agreement

- 2.1 The initial term of this Agreement shall be for a period of three (3) years commencing on the Contract Implementation Date (as hereinafter defined) and ending on the day immediately preceding the third anniversary of the Contract Implementation Date (the "**Initial Term**"), subject to earlier termination as set forth in Article 6 hereof. Upon the expiration of the Initial Term, this Agreement shall be subject to automatic extension from year to year thereafter (each an "**Extended Term**") on the same terms and conditions as set forth herein, unless either party notifies the other in writing at least sixty (60) days, but no more than 120 days, prior to the expiration of the Initial Term or the Extended Term,

as applicable, that such party will not further extend the term of this Agreement. As used herein, the term “**Contract Implementation Date**” shall mean the first day of the calendar month for which PM AM commences billing for its Services to City hereunder following the installation of the False Alarm Management Program.

- 2.2** PM AM shall receive compensation, including authorized reimbursements including reimbursement for any City fees paid by PM AM to City to permit PM AM to provide the Services or Special Services hereunder, for all Services rendered under this Agreement at the rates set forth in pricing included in this Agreement as Exhibit “B”. The compensation is based on a revenue sharing model. In order to facilitate the sharing of revenues as set forth in Exhibit “B” hereto, the City authorizes PM AM to open a P.O. Box and bank account on the City’s behalf. Withdrawals from such account shall be controlled by the City, and any such withdrawals be made only by signatories designated by the City.
- 2.3** At any time during the term of this Agreement, City may request that PM AM perform Special Services for additional compensation to be agreed upon by City and PM AM prior to the performance of any Special Services by PM AM. As used herein, Special Services means any work which is determined by City to be necessary for this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement and which PM AM agrees to perform. If City and PM AM reach an agreement on the performance of Special Services, PM AM shall undertake such Special Services after providing notice to the City of the amount of any additional compensation and receiving the authorization from City.
- 2.4** City acknowledges and agrees that PM AM reserves the right to offer, and may offer, similar services to other government agencies under similar terms and conditions as stated herein except that the revenue share percentage allocated to PM AM and the other government agency may be negotiated between PM AM and such other agency based on the specific revenue expectations, agency reimbursed costs, the exact scope of services to be provided by PM AM, and other agency requirements. PM AM acknowledges and agrees that City shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between PM AM and such other government agency.

Article 3 PM AM Responsibilities

- 3.1 Indemnification and Defense for Professional Services:** Subject to the limitations hereinafter set forth, PM AM agrees to and shall defend, indemnify and hold harmless the City, its officers, and management employees from and against all claims, damages, losses and expenses, including reasonable attorney’s fees, litigation costs and expenses, arising out of the performance of the Services or Special Services, caused solely by any grossly negligent act or omission of PM AM, or any subcontractor of PM AM. Lack of insurance coverage does not negate PM AM’s obligation under this Article of this Agreement.
- 3.2 Third-Party Infringement Claims.** For purposes of Third-Party Infringement Claims, this subsection shall govern the obligations of the parties herein. PM AM will defend at its expense or settle any third-party claims against CITY alleging that PM AM’s proprietary

Software provided under this Agreement infringes intellectual property rights of a third party. PM AM will pay infringement claims defense costs, PM AM-negotiated settlement amounts, and damages finally awarded by a court arising from the foregoing infringement. PM AM has no obligation for any claims of infringement arising from, and CITY will indemnify PM AM against any third-party arising from: (i) PM AM's compliance with CITY or third party designs, specifications, instructions, or technical information; (ii) modifications made by any party other than PM AM; (iii) CITY's non-compliance with applicable Documentation; (iv) use of Products, Services or Deliverables for purposes not contemplated by this Agreement or applicable Documentation (including distribution to third parties); (v) CITY use of combination of Products, Services, or Deliverables with products, software, or services that are not provided by PM AM; or (vi) a Product, Service, or Deliverable that is not at the most current release level if the most current release level is non-infringing.

- 3.3** If PM AM should subcontract all or any portion of the services to be performed under this Agreement, PM AM shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.
- 3.4** At all times during the term of this Agreement, PM AM shall be an independent contractor and shall not be an employee of City. City shall not have the right to control the means, methods, sequences or other techniques by which PM AM accomplishes services rendered pursuant to this Agreement.
- 3.5** If PM AM is required to indemnify City hereunder, PM AM may assume the defense of City with counsel reasonably acceptable to City at the expense of PM AM. In addition, City may engage its own counsel to participate in any defense in any such proceeding at City's expense.
- 3.6** Notwithstanding any other provision of this Agreement to the contrary, in no event whatsoever shall Contractor be liable for damages attributable to its actions or inactions, or its subcontractor's actions or inactions, with respect to the Services or Special Services provided hereunder, whether for indemnification or otherwise, in excess of the sum of: (i) any insurance proceeds actually received by Contractor, or paid by Contractor's insurance carrier to the City, with respect to the claim for indemnification by the City hereunder, and (ii) the amount of fees actually retained by Contractor under this Agreement as its fee during the six (6) months immediately preceding the act or omission that generated Contractor's indemnification obligation hereunder; provided, however, the limitations on the indemnification obligations of Contractor set forth in this Section shall not apply to the obligation of Contractor to pay the City its share of the collected revenues as set forth in this Agreement.
- 3.7** Notwithstanding any other obligation of PM AM hereunder, in no event shall PM AM be liable for any indirect, incidental, special, consequential or punitive damages, including loss of fees, profits or income, arising directly or indirectly out of the provision or non-provision of Services or Special Services hereunder, whether or not PM AM had any knowledge that such damages might be incurred.

**Article 4
City's Responsibility**

- 4.1** City shall cooperate with and assist PM AM by, among other things, making available, as reasonably requested by PM AM, management decisions, personnel, information, approvals, IT assistance and acceptance that are needed by PM AM to carry out its obligation under this agreement.

**Article 5
Insurance Requirements**

- 5.1** Without limiting **PM AM'S** indemnification of **CITY**, and prior to commencement of Work, **PM AM** shall obtain, provide and maintain at its own expense during the term of this **AGREEMENT**, policies of insurance of the type and amounts described below and in a form satisfactory to **CITY**.
- 5.2** **General liability insurance.** **PM AM** shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- 5.3** **Automobile liability insurance.** **PM AM** shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this **AGREEMENT**, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- 5.4** **Professional liability (errors & omissions) insurance.** **PM AM** shall maintain professional liability insurance that covers the Services to be performed in connection with this **AGREEMENT**, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this **AGREEMENT** and **PM AM** agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this **AGREEMENT**.
- 5.5** **Workers' compensation insurance.** **PM AM** shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). **PM AM** shall submit to **CITY**, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of **CITY**, its officers, agents, employees and volunteers.
- 5.6** **Proof of insurance.** **PM AM** shall provide certificates of insurance to **CITY** as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by **CITY'S** Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with **CITY** at

all times during the term of this contract. **CITY** reserves the right to require complete, certified copies of all required insurance policies, at any time.

- 5.7 Duration of coverage.** **PM AM** shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by **PM AM**, his agents, representatives, employees or sub-consultants.
- 5.8 Primary/noncontributing.** Coverage provided by **PM AM** shall be primary and any insurance or self-insurance procured or maintained by **CITY** shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of **CITY** before the **CITY's** own insurance or self-insurance shall be called upon to protect it as a named insured.
- 5.9 CITY'S rights of enforcement.** In the event any policy of insurance required under this **AGREEMENT** does not comply with these specifications or is canceled and not replaced, **CITY** has the right but not the duty to obtain the insurance it deems necessary and any premium paid by **CITY** will be promptly reimbursed by **PM AM** or **CITY** will withhold amounts sufficient to pay premium from **PM AM** payments. In the alternative, **CITY** may cancel this **AGREEMENT**.
- 5.10 Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the **CITY'S** Risk Manager.
- 5.11 Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against **CITY**, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow **PM AM** or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. **PM AM** hereby waives its own right of recovery against **CITY**, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.
- 5.12 Enforcement of contract provisions {non estoppel}.** **PM AM** acknowledges and agrees that any actual or alleged failure on the part of the **CITY** to inform **PM AM** of non-compliance with any requirement imposes no additional obligations on the **CITY** nor does it waive any rights hereunder.
- 5.13 Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the

Consultant maintains higher limits than the minimums shown above, the **CITY** requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the **CITY**.

- 5.14 Notice of cancellation.** **PM AM** agrees to oblige its insurance agent or broker and insurers to provide to **CITY** with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 5.15 Additional insured status.** General liability policies shall provide or be endorsed to provide that **CITY** and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 5.16 Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to **CITY** and approved of in writing.
- 5.17 Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that **PM AM's** insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 5.18 Pass through clause.** **PM AM** agrees to ensure that its sub-consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by **PM AM**, provide the same minimum insurance coverage and endorsements required of **PM AM**. **PM AM** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. **PM AM** agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to **CITY** for review.
- 5.19 CITY'S right to revise specifications.** The **CITY** reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the **PM AM** ninety (90) days advance written notice of such change. If such change results in any additional cost to the **PM AM**, the **CITY** shall renegotiate **PM AM'S** compensation to adequately compensate **PM AM** for additional cost of required insurance.
- 5.20 Self-insured retentions.** Any self-insured retentions must be declared to and approved by **CITY**. **CITY** reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by **CITY**.
- 5.21 Timely notice of claims.** **PM AM** shall give **CITY** prompt and timely notice of claims made or suits instituted that arise out of or result from **PM AM'S** performance under this **AGREEMENT**, and that involve or may involve coverage under any of the

required liability policies.

- 5.22 Additional insurance.** PM AM shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Article 6 Termination of Agreement

6.1 Grounds for Termination

- 6.1.1** City shall inform in writing to PM AM, if PM AM fails to perform its duties under this Agreement with a ninety (90) days window to correct the problem. PM AM shall remedy the problem within ninety (90) days from the receipt of such notice. Should PM AM fail to remedy the problem within ninety (90) days, City may terminate this Agreement.
- 6.1.2** PM AM's Fee Schedule and pricing for any and all Services to be provided by PM AM to City under this Agreement have been set, established and agreed to be based upon the current provisions of applicable City ordinances relating to alarms. Should said ordinances change at any time during the term of this Agreement to reduce the applicable fee, fines and charges, then PM AM reserves the express right to enter into good faith negotiations with City to modify the Fee Schedule and pricing accordingly. If, within thirty (30) days of notice from PM AM to City of its desire to so renegotiate, the parties are unable to reach an agreement mutually acceptable to both parties, then PM AM reserves the right to terminate this Agreement. Said termination shall not be deemed to be a default by PM AM under this Agreement, PM AM shall be paid all fees and costs due and owing PM AM as of the date of said termination.
- 6.1.3** PM AM may terminate this Agreement upon written notice to City if City misuses or attempts to appropriate the proprietary software of PM AM.

6.2 Effect of Termination

- 6.2.1** If this Agreement is terminated as provided herein, City may require PM AM to provide all finished and/or unfinished data and other information of any kind possessed by PM AM in connection with the performance of Services under this Agreement. PM AM shall be required to provide such information within a reasonable period of time of receipt of the request not to exceed thirty (30) days. Specifically, in the event City shall terminate this Agreement:
- 6.2.1a** All data relating to alarm permits shall be owned by City. Upon termination of this Agreement, PM AM shall promptly deliver to City all data in MS-SQL format.
- 6.2.1b.** PM AM retains all right and title to the Application software, including but not limited to, all publication rights, all development rights, all reproductions rights, and all rights that may follow from the commercial development of the software. City does not acquire any ownership rights to the Application software. The Software is protected in favor of

PM AM, as well as any future registered trademarks, are trademarks of PM AM.

- 6.2.1c.** The proprietary software is considered loaned to City during the duration of this Agreement as laid out in this Agreement and City will not have any access to PM AM's proprietary software after the conclusion of the Agreement.
- 6.2.1d.** City shall pay PM AM all fees and costs due and owing PM AM as of the date of said termination.
- 6.2.1e.** The provisions of this Section shall survive the termination of this Agreement.

**Article 7
Confidentiality of Information**

- 7.1** At all times, PM AM shall recognize City's sole and exclusive ownership of all information provided by City, and the sole and exclusive right and jurisdiction of City to control the use of this information. Similarly, City recognizes that the proprietary software described in Section 6.2.1c. above is owned by PM AM and City has no rights or claim thereto.
- 7.2** Each party agrees that neither it, nor its employees, subsidiaries, subcontractors, or agents shall disclose confidential information of the other party, to any person or to anyone except as necessary to perform its obligations under this Agreement, without the expressed written permission of the other party or unless required to do so by law. Any release of such information shall be immediately reported to the other party verbally and in writing.
- 7.3** PM AM agrees to return any and all data furnished and information derived hereunder promptly upon a request by City and its authorized designee.

**Article 8
General Provisions**

- 8.1** This Agreement and its attachments constitute the sole and only agreement between the parties and supersede any prior understandings written or oral agreements between the parties with respect to this subject matter.
- 8.2** Except as otherwise provided herein, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties hereto without the prior written consent of the other party; provided that PM AM may assign this Agreement to its successor without consent by City by giving written notice to City; provided the City may terminate this Agreement within 60 days after receipt of such notice upon written notice to PM AM if City does not desire to continue to use such successor to PM AM . This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

- 8.3 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be San Luis Obispo County, California.
- 8.4 This Agreement may be amended by the mutual written agreement of the parties.
- 8.5 In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 8.6 Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
- 8.7 Any notice required or permitted to be delivered hereunder may be sent solely by certified first class mail, return receipt requested, or nationally recognized overnight courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

City of Grover Beach, CA: City of Grover Beach
 Chief of Police
 711 Rockaway Ave
 Grover Beach, CA 93433

PM AM: PMAM Corporation
 Attn: Mr. Pankaj Kumar, President
 5430 LBJ Freeway, Suite 370
 Dallas, TX 75240

- 8.7 This Agreement may be signed in counterparts, each of which shall constitute an original.

(Signature Page Follows on Next Page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

_____ day of _____ in the year 2019.

City of Grover Beach, CA

PMAM Corporation

By: _____

By: _____

Name: JEFF LEE,

Pankaj Kumar

Title: MAYOR, CITY OF GROVER BEACH

CEO

Attest:

Attest:

By: _____

By: _____

Name: DAVID P. HALE

Name: _____

Title: CITY ATTORNEY

Title: _____

Exhibit A

Scope of Work and Requirements

Scope of Work:

It will be PM AM's responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis. PM AM shall accurately convert all pertinent data received from City's current primary alarm and accounts/receivable databases to populate the FAMS system.

PM AM shall provide appropriate supplies and services including;

1. Single point of contact and daily resident assistance
2. Maintenance of databases:
 - a. Alarm permits
 - b. Permit Holders
 - c. Permit Holders with outstanding charges
 - d. Non-permitted locations with outstanding charges
 - e. Address verification database
3. Collection of payments in accordance with the rates established by the alarm ordinance, and any implementing resolutions or orders, as may be amended from time to time by City
4. Performance of all the billing in accordance with City's alarm ordinance, as may be amended from time to time by City
5. Generation of the following reports including but not limited to:
 - a. New alarm permits issued and fees collected
 - b. Annual permit renewals billed and fees collected
 - c. Number of false burglar alarms billed and fees collected
 - d. Number of false robbery alarms billed and fees collected
 - e. False burglary and/or robbery alarms for permit owners
 - f. False burglary and/or robbery alarms for non-permitted owners
 - j. Suspension or revocation Report for permit holders as per ordinance, if applicable
6. System functionality to capture the following information:
 - a. Permit number
 - b. Permit issue date
 - c. Permit expiration date
 - d. Permit type (residential / commercial)
 - e. Name of business or residential permit holder

- f. Site
 - 1) Street address and zip code of property
 - 2) Type of property (residential / commercial)
 - 3) Telephone numbers
 - 4) Contact persons (minimum of 2) and phone number(s)
 - 5) Type of alarm system installed (burglary, panic, robbery)
- 7. System functionality to generate notices to alarm users without permits
- 8. Receive information for FAMS system including the following:
 - 1) Permit number (or non-permitted identifier)
 - 2) Name of permit holder
 - 3) Location of permit holder
 - 4) Permit status
 - 5) Expiration date
 - 6) Last false alarm incident date and time
 - 7) Alarm type (i.e., burglar, panic, etc.)
 - 8) False alarm incident count
- 9. Receive information for FAMS system including the following:
 - 1) Incident number
 - 2) Priority
 - 3) Call code
 - 4) Disposition
 - 5) Date
 - 6) Time:
 - (a) Received
 - (b) Dispatched
 - (c) Arrived
 - (d) Cleared
 - 7) Remarks
 - 8) Site name and address
 - 9) Reportee name, address, phone number
 - 10) Dispatcher- employee number and terminal
 - 11) Phone clerk - employee number and terminal
 - 12) Cleared code and disposition (true/false)
 - 13) Officer number
 - 14) Unit(s) assigned
- 10. FAMS has an intuitive appeal function that has all the information required by the hearing officer

Collection requirements and provisions:

PM AM will design, implement and maintain a system to serve as the Invoicing and collections agent and accounts receivable (A/R) manager for City Alarm Program Administration and Collection Service. PM AM will provide all hardware, software, materials, supplies, space, and staff resources as required. The system will meet the following collection specifications:

- 1. Invoice format will provide stub or appropriate remittance form to accompany payment.
- 2. Invoice format, permit forms, envelopes and related correspondence will identify the

location of a PM AM staffed and maintained office so the customer may have the ability to obtain direct answers to questions about their bills and related false alarm system information.

3. All Invoice, correspondence and related matters will be approved by City.
4. PM AM will develop an A/R file, which City will have access to review.
5. System functionality for City to print an Invoice for customers wishing to make payments at the walk in cashier location(s) of City and to provide on-line information to PM AM regarding such payments so that PM AM can maintain A/R file.
6. PM AM will provide the ability for customer to pay on-line, by mail and via walk-in cashier.
7. Payments made by mail will be directed to a P.O. Box address in Texas maintained and managed by PM AM, unless and until City directs that such payments be directed to a lock box address established by City.
8. PM AM system will track NSF or insufficient fund check occurrences and occurrences where customer stop payments have been ordered.
9. PM AM will provide system for invoicing the customer for the appropriate NSF or insufficient fund check fee charges and charges for stop payment situations.
10. Notwithstanding the foregoing, the Services provided hereunder do not extend to any debt collection activities in the event the property owner does not pay the amount of the invoice submitted by PM AM. Any such debt collection activities shall be performed by an independent contractor selected either by (i) PM AM with the prior written consent of City or its designee, or (ii) City or its designee or agent upon written notice to PM AM.

Processing:

PM AM shall provide the services covered under this Agreement and Scope from its offices in Texas and make available hardware and software and services necessary to establish and provide the Alarm Program Administration and Collection Service.

PM AM's Obligation:

In addition to the above, PM AM shall:

1. Maintain the proposed equipment, hardware, and software, documentation, and support services for the equipment installed, including the timely incorporation of all engineering changes.
2. Supply City with a document describing the type, size, location, and medium of transfer from City RMS.
3. Defer to City regarding the waiver of any false alarm fee incurred where there is question about the validity of any response or action taken by an employee(s) of City regarding a specified alarm call.
4. When possible, reports shall be produced based on the entry of variable parameters. Threshold fields shall allow a specific date range or other criteria. When possible, all report searches, shall allow for multiple parameters.

Training

1. PM AM shall provide training for City and Police employees. Training shall be conducted on an as needed basis.

System Coordination

1. PM AM shall coordinate with City's Finance Department, Information Services and City Police Department to develop a system that will allow walk-in payments under the Agreement.
2. PM AM shall provide during the life of the Agreement on-going computer hardware, software support and maintenance to ensure uninterrupted operation. In the unlikely event of interruption, PM AM will make best efforts to restore service within seventy-two (72) hours
3. PM AM under this Agreement shall establish and provide public education, awareness and information regarding City's Alarm Management Program.

City Licensing Fees

1. City acknowledges and agrees that PM AM shall be exempt from any applicable City license fees in performing its services hereunder.

Exhibit “B”

Pricing and Receipt of Collections

This is a revenue sharing contract. PM AM shall retain the percentages and amounts listed in the table below of all collections and remit the percentage balance and amounts listed in the table below to City for the total of the actual revenues generated and collected for City during the life of this Agreement including all adjustments for:

- a. Alarm permit and renewal fees;
- b. False alarms violation fee above a mandated limit;
- c. Reinstatement fees;
- d. Late fee for false alarms, permit fees and renewal fees
- e. Other charges imposed by City in relation to City’s
- f. Alarm Program Management and Collection Services
(Except for criminal penalties).

City of Grover Beach	PM AM Corporation
70%	30%

The City and PM AM shall share the revenue generated from fees, fines, and penalties as described above; provided that all bank charges incurred in connection with the Services rendered under this Agreement by PM AM shall be paid by the program before the foregoing split of fees.

In addition, City shall reimburse PM AM for its out-of-pocket postage expenses incurred by PM AM in performing its services to City hereunder promptly upon receipt of an invoice from PM AM for such postage expense. At the election of PM AM, PM AM may submit an invoice to City for such postage expense and deduct and offset such amount from the percentage amount to City hereunder.

PM AM will pay all paper stock, educational materials, equipment (including hardware, hosting charges, and software), tools, personnel, utilities, etc. that are required for administering the false alarm billing and tracking program on behalf of the City.

PM AM reserves the right to renegotiate this pricing should City change the fee schedule for the false alarm ordinance.

The City acknowledges that PM AM is installing the Program at no cost the City. Consequently, in the event the City terminates this Agreement within 12 months from the Contract Implementation Date for any reason other than the failure of PM AM to perform its Services hereunder that has not been cured by PM AM within 30 days of receipt of written notice of the problem, PM AM shall be entitled to receive, and the City shall pay to PM AM, the fees that PM AM would have received hereunder for a period of 12 months less the number of months, if any, that PM AM was paid its fees hereunder prior to the termination of this Agreement (the “**Guaranteed Period**”). If this Agreement is terminated after the Contract Implementation Date, the amount of the fees to be paid to PM AM shall be the average of the monthly fees retained by

PM AM prior to termination of this Agreement multiplied by the number of months remaining in the Guaranteed Period. If this Agreement is terminated prior to the Contract Implementation Date, the amount of fees to be paid to PM AM shall be the amount of the fees projected by the parties to be retained by PM AM during the Guaranteed Period at the time this Agreement was executed. The amount of any fees payable to PM AM pursuant to the provisions of this paragraph shall be paid by the City upon termination this Agreement unless the parties agree to have such amount paid in equal monthly installments over an agreed period of time. The provisions of this paragraph shall survive the termination of this Agreement.

In addition, in recognition of the fact that PM AM's Services under the Agreement and the expenses incurred by PM AM in performing such Services are incurred in advance of PM AM receiving a percentage of the fees collected under this Agreement and that the City shall have the benefit of such work as may have been completed up to the time of such termination, City agrees to continue to pay PM AM its percentage of fees collected for a period of 90 days after the termination of this Agreement on fees collected during such period that are attributable to amounts billed by PM AM to permit holders prior to the date of termination of this Agreement. This provision shall survive the termination of this Agreement.

The share of the revenues payable to PM AM and City in accordance with the provisions of this Exhibit B shall be determined and paid monthly within 15 days after the end of each calendar month during the Term hereof based upon the amount of collections during the immediately preceding calendar month, adjusted for any outstanding authorized reimbursements or expenses payable to PM AM in accordance with the terms of this Agreement.

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVER BEACH, CALIFORNIA, AMENDING THE MASTER FEE SCHEDULE FOR ALARM SYSTEMS

WHEREAS, the City Council of the City of Grover Beach has created a Master Fee Schedule by adopting Resolution No. 03-61; and

WHEREAS, on July 1, 2019, the City Council conducted a public meeting that included the opportunity to receive public comment, and approved recommendations regarding adjustments to the Master Fee Schedule for Alarm Systems;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GROVER BEACH:

THAT the Master Fee Schedule be amended as set forth in Exhibit "A" attached to this Resolution; and

THAT the fees listed in Exhibit "A" of this Resolution shall become effective immediately.

On motion by Council Member, seconded by Council Member, and on the following roll-call vote, to wit:

AYES: Council Members –
NOES: Council Members –
ABSENT: Council Members –
ABSTAIN: Council Members –

the foregoing Resolution was **PASSED, APPROVED** and **ADOPTED** at a Regular Meeting of the City Council of the City of Grover Beach, California, this 15th day of July, 2019.

JEFF LEE, MAYOR

ATTEST:

WENDI SIMS, CITY CLERK

Exhibit A

CITY OF GROVER BEACH MASTER FEE SCHEDULE

Police Department

Fee Description & Unit/Time	Effective 7/1/19
Adult Business Permit (Ord. 04-02)	\$ 790.00
Alarm Fees	
Registration Permit (Annual)	\$25.00
Appeal Fee	\$25.00
Registration Permit Late Fee	\$25.00
Alarm Violation Late Payment Fee	\$25.00
Alarm Permit Reinstatement Fee	\$50.00
<i>Burglar False Alarm Fee</i>	
Registered Alarms	
First Violation	\$50.00
Second Violation	\$75.00
Third Violation	\$100.00
Fourth Violation	\$200.00
Non-Registered Alarms	
First Violation	\$150.00
Second Violation	\$175.00
Third Violation	\$200.00
Fourth Violation	\$300.00
<i>Robbery False Alarm Fee</i>	
First Violation	\$100.00
Second Violation	\$200.00
Third and Subsequent Violations	\$300.00
<i>Panic Button False Alarms</i>	
First Violation	\$100.00
Second Violation	\$200.00
Third and Subsequent Violations	\$300.00
<i>Operation of Suspended Alarm System</i>	
First Violation	\$200.00
Second and Subsequent Violations	\$300.00
<i>Alarm Company Violations</i>	
Failure to Report New Installation	\$50.00
False Alarm Caused by Company	\$50.00
Reporting an Alarm for a Suspended Alarm System	
First Violation	\$100.00
Second and Subsequent Violations	\$200.00
Failure to Use Enhanced Call Confirmation Procedures	\$100.00
Alarm System Reinstatement Fee	\$200.00
Per Customer Contacted	\$10.00
Late Fee for All Charges	\$25.00
Arrest Booking Fees	
City	\$ 140.00
Bicycle License	
Bike License (3 years)	\$ 8.00
Cannabis Background Fee	
Owner	\$ 675.00
Employee	\$ 477.00
Cannabis Background Renewal Fee	
Owner	\$ 325.00
Employee	\$ 255.00
Department of Justice (DOJ) Fee	As set by the Department of Justice. Currently \$75.00
Card Club Security Plan	
New Security Plan and annual review of Security Plan	\$ 300.00

CITY OF GROVER BEACH
MASTER FEE SCHEDULE

Police Department

Fee Description & Unit/Time	Effective 7/1/19
(Ord. No. 04-05) Annual Review of Security Plan	Fee
Citation Sign Off	\$ 28.00
Concealed Weapons (Maximum Fees set by Penal	
License Application	As Set by Penal Code
Renewal	As Set by Penal Code
Amendment	As Set by Penal Code
Copy cost (per page)	
8 1/2" x 11" or 8 1/2" x 14"	\$ 0.21
11" x 17"	\$ 0.22
DUI Cost Recovery	\$ 270.00
Livescan + DOJ Fee	\$ 21.00
Department of Justice (DOJ) Fee	As set by the Department of Justice. Currently \$75.00
Impound Fees	\$ 132.00
Massage Permits: Massage Technician and Massage Establishment	
Massage Establishment Permit Application Fee (GBMC Section 3903)	\$ 400.00
Massage Establishment Renewal Permit Fee	\$ 54.00
Massage Technician Permit Application Fee	
Off-Site Massage Permit	
One Page Reports (i.e.: from CAD) (See Copy Costs)	\$ 1.25
Parking Fines	
Late Fee - All fines that are \$53	\$ 20.00
Late Fee - All fines that are \$148	\$ 44.00
Late Fee - All fines that are \$371 (disabled parking)	\$ 71.00
Photographs	
Digital Photos	\$ 22.00
Crime Scene Photos	\$ 22.00
Digital Videos	\$27.00
<i>Any requested services not covered by Master Fee Schedule will be charged actual costs</i>	
Reports - Investigation	
Crime	See Copy Costs
Traffic Accident, Full Investigation	See Copy Costs
TC and PDO Insurance, public (Set by Statute, California Vehicle Code Section 20012)	\$ 1.15
Archival Search (2 or more years)	See Copy Costs
Repossession Fees (Set by Statute, California)	\$ 15.00
Secondhand Dealer & License Permit & Renewal	
Permit	\$ 300.00
Renewal	\$ 156.00
+ DOJ and City Livescan fee	
Subpoena Fee Deposit (Per Day) - (Set by Statute,	No Change

CITY OF GROVER BEACH
MASTER FEE SCHEDULE

Police Department

Fee Description & Unit/Time	Effective 7/1/19	
Taxicab Driver Permit (GBMC Section 3405)		
Application Fee and Identification Card Fee	\$	366.00
Annual Renewal Application Fee (GBMC Section + Department of Justice Fees)	\$	106.00
Taxi Public Hearing Fee	\$	212.00
Tobacco Ordinance License Annual Fee	\$	322.00
County Health Officer Fee		No Change
Change of Location Fee (GBMC Section 2908) + Business Tax Certificate and Fire Inspection Fees	\$	169.00
Sale or Transfer Fee (GBMC Section 3915)		No Change
Vehicle Release		\$132

Any requested services not covered by Master Fee Schedule will be charged actual costs