

ORDINANCE NO. 12

Series 2005

AN ORDINANCE ADOPTING CHAPTER 10 OF TITLE 4 OF THE BRECKENRIDGE TOWN CODE  
CONCERNING THE REGULATION OF ALARM BUSINESSES

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO:

Section 1. The Breckenridge Town Code is hereby amended by the adoption of a new Chapter 10 of Title 4 which shall read in its entirety as follows:

CHAPTER 10  
ALARM BUSINESSES

SECTION:

- 4-10-1: Purpose and Findings
- 4-10-2: Authority
- 4-10-3: Definitions
- 4-10-4: Administration
- 4-10-5: Alarm Regulation
- 4-10-6: Annual Alarm Contract
- 4-10-7: Fees
- 4-10-8: Appeal of False Alarm Response Fee
- 4-10-9: Penalty
- 4-10-10: No Liability

4-10-1: PURPOSE AND FINDINGS: The Town Council of the Town of Breckenridge finds, determines and declares as follows:

- A. False alarms are not only a public nuisance, but are also a threat to public safety by diverting limited police and other emergency service response resources from legitimate requests for assistance, and from other legitimate emergency service matters.
- B. False alarms consume many hours of valuable law enforcement time and resources.
- C. False alarms reduce the mental preparedness of emergency service responders in the event that an actual emergency exists.
- D. False alarms present significant health, safety and welfare hazards to the citizens of and the many visitors to the Town.
- E. The purpose and intent of this chapter is to reduce the occurrence of false alarms within the Town, thereby increasing the efficiency and effectiveness of the Breckenridge Police Department and other persons who respond to alarms. This will help to protect the public health, safety and welfare of the citizens of and the many visitors to the Town.
- F. This chapter is also enacted to encourage security alarm users and alarm system monitoring companies to maintain the operational reliability and proper use of security alarm systems in order to reduce unnecessary emergency service responses to false alarms.
- G. It is the general intent of the Town Council that this chapter be enforced particularly against those who are chronic offenders. First time offenses should be dealt with in a way that educates the offender as to the problem caused by false alarms.
- H. This chapter imposes or creates no duties on the part of the Town or its departments and employees. The obligation of complying with the requirements of this chapter, and any liability for failure to do so, is placed upon the parties responsible for owning, operating, monitoring or maintaining security alarm systems.

4-10-2: AUTHORITY: This chapter is adopted by the Town Council pursuant to the following authority: (i) Section 31-15-103, C.R.S., concerning the power of municipalities to make ordinances which are necessary and proper to provide for the safety and preserve the public health; (ii) Section 31-15-401(1)(a), C.R.S., concerning the power of municipalities to pass and enforce all necessary police ordinances; (iii) Section 31-15-401(1)(c), C.R.S., concerning the power of municipalities to declare what is a nuisance, to abate the same, and to impose fines upon parties who may create or continue nuisances or suffer nuisances to exist; (iv) the authority granted to home rule municipalities

by Article XX of the Colorado Constitution; and (v) the powers contained in the Breckenridge Town Charter.

4-10-3: DEFINITIONS: The following words shall have the following meanings, unless the context clearly requires otherwise:

- ALARM ADMINISTRATOR:** The Summit County Communications Center.
- ALARM BUSINESS:** The business, by an individual, partnership, corporation or other entity, of Monitoring, or sub-contracting the Monitoring of an Alarm System at an Alarm Site.
- ALARM DISPATCH REQUEST:** A notification to the Alarm Administrator by the Alarm Business that an alarm, either manual or automatic, has been activated at a particular Alarm Site and that the Alarm Business requests the Town of Breckenridge Police Department, or applicable fire protection district, to respond to the Alarm Site. There is no duty to dispatch under any circumstances, including to answer an alarm signal, and all dispatch decisions are made subject to competing priorities and available law enforcement or fire protection services.
- ANNUAL SERVICE CONTRACT:** An agreement entered between the Alarm Administrator and an Alarm Business for the purpose of providing the terms and conditions related to emergency service response to Alarm Dispatch Requests generated by the Alarm Business through the Alarm Administrator, which response is in any event at the discretion of the applicable law enforcement or fire protection agency.
- ALARM SITE:** A single premises or location located within the corporate limits of the Town of Breckenridge that is served by an Alarm System or systems. Each tenancy, if served by a separate Alarm System in a multi-tenant building or complex, shall be considered a separate Alarm Site.
- ALARM SYSTEM:** Any device designed for the detection of fire or unauthorized entry on or into any building, place or premises, or for alerting others of the commission of an unlawful act, or any combination thereof, which, when activated, causes an audible and/or visual signal or transmits a signal or message to which public safety officers are requested to respond or which would imply to a reasonable person that public safety officers are needed at the alarm source to investigate a fire, criminal activity or emergency.
- FALSE ALARM:** The activation of an Alarm System resulting in a response by the Breckenridge Police Department or applicable fire protection district to the Alarm Site when the responding public safety personnel find no evidence of a fire, criminal offense or attempted criminal offense after having completed a timely investigation of the Alarm Site. An Alarm Dispatch Request, which is cancelled by the Alarm Business or the Alarm Site owner or occupant prior to the time the responding public safety personnel reaches the Alarm Site may be considered a False Alarm.

**MONITOR:**

The process by which an Alarm Business receives signals from Alarm Systems and relays an Alarm Dispatch Request to the Summit County Communications Center for the purpose of summoning public safety service provider response to the Alarm Site.

4-10-4: ADMINISTRATION: The provisions of this chapter shall be administered by the Alarm Administrator pursuant to an intergovernmental agreement between the Town and Summit County, Colorado.

4-10-5: ALARM REGULATION:

A. No Alarm Business or Alarm Site owner shall make or cause to be made an Alarm Dispatch Request for any Alarm Site located within the Town unless the subject Alarm Site is registered with the Alarm Administrator by an Alarm Business that has entered into and is in compliance with a current Annual Service Contract with the Alarm Administrator.

B. An Alarm Site owner or Alarm Business, as applicable, shall pay all fees authorized under this chapter or due under the terms of the Annual Service Contract within thirty day of invoice by the Alarm Administrator or the Alarm Business. Any payment of such fees not received by the Alarm Administrator within such thirty day period shall be considered to not have been timely paid.

C. To discourage False Alarms, the Alarm Administrator shall adopt a process of sending a letter or delivering other written notice informing the Alarm Site owner and Alarm Business which has had a False Alarm, or otherwise violated any provision of this chapter, of: (i) the consequences of such False Alarm or other violation; (ii) the need to take corrective action and; (iii) when applicable, the prospect that four burglary/intrusion False Alarms in any twelve-month period may result in law enforcement disregarding intrusion/burglary type alarms from that Alarm Site and not responding to a request for a law enforcement response unless there is an in-person call for assistance from someone at or near the Alarm Site that verifies the need for an immediate law enforcement response.

4-10-6: ANNUAL ALARM CONTRACT: The contents of the Annual Service Contract shall include, without limitation:

1. The term of the Annual Service Contract, and renewals thereto, shall be for a period of one year commencing January 1<sup>st</sup> and terminating December 31<sup>st</sup> annually.

2. The agreement of the Alarm Business to collect from Alarm Site owners and pay to the Alarm Administrator an annual alarm registration fee for each Alarm Site that the Alarm Business monitors. The annual registration fee for Alarm Sites newly added during each calendar year must be submitted to the Alarm Administrator prior to commencement of Alarm System Monitoring and the fee shall be prorated to the date of Alarm System installation. No refund of an Alarm Registration fee will be made.

3. The agreement of the Alarm Business to provide the Alarm Administrator with a list of all Alarm Sites including the property address, the property owner's name and contact information for the property owner.

4. A False Alarm response service fee schedule. The False Alarm response fee schedule shall allow public safety service provider response to one False Alarm per Alarm Site in any twelve month period without charging a response service fee. The False Alarm response fee schedule shall establish escalating False Alarm response service fees for response to Alarm Sites with two or more False Alarms in the preceding one-year period.

5. A provision stating that the Town of Breckenridge Police Department shall not have a contractual or other legal obligation to respond to any Alarm Site within the Town at which four or more intrusion/burglary type False Alarms have occurred any twelve month period, or to any intrusion/burglary type Alarm Dispatch request for an Alarm Site for which fees accruing under this Chapter have been invoiced but not timely paid, unless there is an in-person call for assistance from someone at or near the Alarm Site that verifies the need for an immediate law enforcement response.

6. The agreement of the Alarm Business to timely pay all applicable False Alarm response service fees for Alarm Dispatch Requests generated by the Alarm Business and determined by the Alarm Administrator to be the responsibility of the Alarm Business.

7. The agreement of the Alarm Business to make all reasonable efforts to timely collect, or assist the Alarm Administrator in the collection of, all applicable False Alarm response service fees determined by the alarm Administrator to be the responsibility of the Alarm Site owners under contract with the

Alarm Business, and the further agreement of the Alarm Business to cease to make Alarm Dispatch Requests to Alarm Sites whose owners have not timely paid any validly assessed fees authorized pursuant to this chapter.

8. The agreement of the Alarm Business to make at least two separate attempts to at least two separate telephone numbers in an effort to contact the owner or occupant of the Alarm Site to verify the necessity of public safety service provider response prior to the Alarm Business making an Alarm Dispatch Request. A second telephone call shall not be required if the Alarm Administrator has verified the necessity of a public safety response through the first telephone call. Names and telephone numbers of those contacted, or attempted to be contacted, must be provided by the Alarm Business if requested by the Alarm Administrator.

9. The agreement of the Alarm Administrator to forward Alarm Dispatch Requests to the appropriate public safety service provider.

10. The agreement of the Alarm Business and Alarm Site owner to comply with such other rules and regulations pertaining to False Alarms and Alarm Businesses as may be adopted by the Alarm Administrator; provided that such rules and regulations are not inconsistent with the provisions of this chapter.

11. Such other terms and conditions deemed necessary and reasonable by the Alarm Administrator to implement the provisions of this chapter.

4-10-7: FEES: The fees authorized by this chapter shall be set, and adjusted as necessary, by the Alarm Administrator with the approval of the Summit County Communications Center Policy Board in amounts reasonably related to offsetting the cost to the Alarm Administrator for administering the provisions of this chapter. The Alarm Administrator shall keep an annual account of all fees by type and amount that are generated hereunder. All fees authorized hereunder shall be collected and disbursed pursuant to the intergovernmental agreement between the Town and Summit County. In addition to other remedies authorized by this chapter, the Alarm Administrator may refuse to dispatch law enforcement response to an activated intrusion/burglary type alarm at any Alarm Site for which fees accruing under this chapter have been invoiced to the Alarm Site owner and not timely paid, unless there is an in-person call for assistance from someone at or near the Alarm Site that verifies the need for an immediate law enforcement response. Governmental entities shall be exempt from paying any fees authorized pursuant to this chapter.

4-10-8: APPEAL OF FALSE ALARM RESPONSE FEE: The Alarm Administrator may waive the fees or penalty incurred by an Alarm Site owner or Alarm Business for a False Alarm and clear the violation as a warning if:

1. A notice is issued to the Alarm Site owner and Alarm Business alleging a violation of this chapter; and
2. Within fifteen days after the date of the notice, the Alarm Site owner or Alarm Business either follows the instructions provided on the notice of violation or mails a written response to the Alarm Administrator requesting a waiver and clearance as a warning.

The Alarm Site owner or Alarm Business may present evidence before the Alarm Administrator or in the written response that shows: (i) the steps that the Alarm Site owner or Alarm Business has taken, or is taking, to correct the False Alarm problem; (ii) the incidence of crime in the area of the Alarm Site; (iii) the facts and circumstances of the False Alarm; (iv) any other relevant information.

4-10-9: PENALTY:

A. It shall be a misdemeanor offense for any person to violate any provisions of this chapter. Any person convicted of having violated any provision of this chapter shall be punished as set forth in Title 1, Chapter 4 of this code.

B. Each occurrence of a violation, or, in the case of a continuous violation, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.

C. The failure of an Alarm Business to comply with the requirements of this chapter may result in the cancellation of the applicable Alarm Business' Annual Service Contract or the accrual of fees charged to the Alarm Business pursuant to the Annual Service Contract.

4-10-10 NO LIABILITY: The adoption of this chapter shall not create any duty on the part of the Town of Breckenridge, the Town of Breckenridge Police Department, or any officer, employee or agent thereof, to respond to any Alarm Dispatch Request. No person shall have any civil liability remedy against the Town of Breckenridge, the Town of Breckenridge Police Department, or any officer, employee or agent thereof, for any claim for monetary damages or other civil relief arising out

of or in any way connected to the adoption, enforcement or nonenforcement of this chapter, or the failure of the Town of Breckenridge, the Town of Breckenridge Police Department, or any officer, employee or agent thereof, to respond to any Alarm Dispatch Request. Nothing in this chapter shall ever be interpreted or construed to create any liability on the part of the Town of Breckenridge, the Town of Breckenridge Police Department, or any officer, employee or agent thereof, or to waive any of the immunities, limitations on liability or other provisions of the Colorado Governmental Immunity Act, section 24-10-101, et seq., C.R.S., as amended from time to time, or any other immunities or limitations on liability otherwise available to the Town of Breckenridge, the Town of Breckenridge Police Department, or any officer, employee or agent thereof under applicable law.

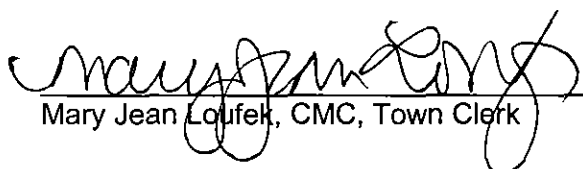
Section 2. Except as specifically amended hereby, the Breckenridge Town Code, and the various secondary codes adopted by reference therein, shall continue in full force and effect.

Section 3. This Ordinance shall be published and become effective as provided by Section 4.9 of the Breckenridge Town Charter.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this 12<sup>th</sup> day of April, 2005. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 26<sup>th</sup> day of April, 2005, at 7:30 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

ATTEST:

TOWN OF BRECKENRIDGE

  
Mary Jean Loufek, CMC, Town Clerk

  
Ernie Blake, Mayor

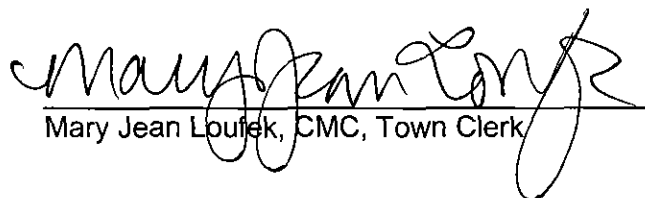
This Ordinance was published in full in the Summit County Journal, a newspaper of general circulation within the Town of Breckenridge, on April 22, 2005.

The public hearing on this ordinance was held on April 26, 2005.

READ, ADOPTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY, this 26<sup>th</sup> day of April, 2005. A copy of this Ordinance is available for inspection in the office of the Town Clerk.

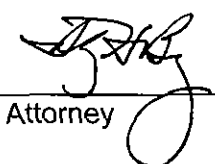
ATTEST:

TOWN OF BRECKENRIDGE

  
Mary Jean Loufek, CMC, Town Clerk

  
Ernie Blake, Mayor

APPROVED IN FORM

  
Town Attorney

4/26/05  
Date

This ordinance was published by title only in the Summit County Journal, a newspaper of general circulation within the Town of Breckenridge, on May 6, 2005.