



## REQUEST FOR PROPOSAL

### Alarm Permitting and False Alarm Maintenance Program



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Ogden City Police Department

May 1, 2020

**Request for Proposal**  
**Ogden City Corporation**  
**Alarm Permitting and False Alarm Maintenance Program**

The Ogden City Police Department is requesting proposals from a qualified firm to manage the City's alarm permitting process and the collection of fines for violations of City ordinances regarding false alarms.

Proposal packets are available and may be obtained by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any and all addenda issued.

Responses to this Request for Proposal shall be submitted to the office of the City Purchasing Agent, c/o 1st Floor Information Desk located at 2549 Washington Boulevard, Ogden, Utah, **no later than 3 PM on May 21, 2020. LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City. The City reserves the right to issue contracts to multiple vendors.

Ogden City encourages and welcomes bids from women and minority owned businesses.

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**I. INTRODUCTION**

The Ogden City Police Department is requesting proposals from a qualified firm to manage the City's alarm permitting process and the collection of fines for violations of City ordinances regarding false alarms.

**Goals/Objectives**

Ogden City prefers an all-in-one solution that handles:

1. Permitting
2. New Permits
3. Permit Renewal
4. Billing
5. Collections
6. Training of key personnel in Ogden City
7. Reporting/data extraction interface

**II. OVERVIEW**

The provider's software should allow for a citizen self-service portal and allow the police department to run reports and extract data from the system. The system should be cloud based with SSL certificates providing the best in encryption and security.

The cost of the program will be evaluated based on the percentage of generated revenue retained by Ogden City and the percentage kept by the provider.

Current Ogden City Municipal Code in regard to alarm permitting is attached as an addendum.

### **III. CONTRACT PERIOD**

The contract period shall be for a one-year period by mutual consent of both parties. The Department also encourages proposals that additional yearly options, which may be exercised at the sole option of the Department.

### **IV. RESPONSE TO REQUEST FOR PROPOSAL**

#### **Company Information**

The City will accept proposals from firms that are capable of providing all of the work described in the above Scope of Work including Attachments. Applicants shall include qualifications for work set forth in the Scope of Work for which it proposes to provide services.

- A. Each Proposal must include, as a minimum, the following information:
  1. Name, address, email and telephone number of companies submitting the proposal.
  2. Include the name and contact information of the person designated as the firm's representative. Proposal must be signed by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
  3. Evidence of Insurability.
  4. A description of the firm's experience and capability of fulfilling this contract if awarded.
  5. A detailed breakdown of the proposed costs and timeframes to complete the project. Include a price guarantee period.
  6. Company history with biographies and/or resumes for principal contacts.
  7. A list of three (3) references. Include project dates, scope, summary of work performed, and contact information.
  8. The names of any outside consultants and/or subcontractors to be utilized, including contact information and a brief description of their role(s) in the project.
- B. Proposals are to be no longer than 10 pages. Double-sided pages count as two pages.

- C. For City record keeping purposes, please do not use spiral or wire binding methods.
- D. \*Being selected and entering into an agreement does not guarantee contractor will be extended any specific amount of work.

## **V. EVALUATION OF PROPOSALS**

A Selection Committee will evaluate all proposals received. Proposals will be evaluated, based on the criteria below. Proposals will be screened, and a group of finalists selected for a panel interview and/or site visit. The most qualified individual or firm will be recommended to the Chief of Police for approval.

To be evaluated, a proposal should adhere to the format for proposals detailed above. The criteria used as a guideline in the evaluation shall include, but not be limited to, the following:

1. Proposed work plan, and approach/methodology to implementing the software and completing the contract
2. Cost effectiveness and ability to complete the work within acceptable time periods.
3. Demonstrated ability to implement and manage a solution in similar sized or larger municipalities
4. Demonstrated ability for Ogden users to extract data from the system.
5. References from former clients.
6. Company history with biographies and/or resumes for principal contacts.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures.

In the initial phase of the proposal evaluation process, the evaluation committee will review all proposals timely received. Non-responsive proposals (those received after the deadline or not conforming to RFP requirements) will be eliminated. The remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration. Each bidder bears sole responsibility for the items included

or not included in the response submitted by that bidder. The City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

At the conclusion of this initial evaluation phase, finalist proposals will be selected for detailed review and evaluation. The City may require an in-person presentation by a bidder to supplement their written proposal.

## **VI. INSURANCE REQUIREMENTS**

Contractor 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 this agreement. The Contractor shall pay the cost of such insurance.

a. The amount of insurance shall not be less than:

- i) Commercial General Liability: Minimum of \$2,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
- ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
- iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
- iv) Professional Liability: Minimum of \$1,000,000 aggregate with \$500,000 per occurrence

b. Each insurance policy required by this Agreement shall contain the following clauses:

- i) "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified

mail, return receipt requested, has been given to the Ogden City Corporation”.

- ii) “It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor’s insurance and shall not contribute with insurance provided by this policy.”
- c. Each insurance policy required by this Agreement, excepting policies for Workers’ Compensation, shall contain the following clause in a separate endorsement:
  - i) “Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation.”
- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor’s insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All

coverages for Contractor's contractors shall be subject to all of the requirements stated herein.

- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees or contractors upon the Premises during the License Period.

## **VII. ADDITIONAL INFORMATION – GENERAL TERMS AND CONDITIONS**

- A. Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.
- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.
- C. All work must meet current industry standards including all Federal, State and local rules and regulations.
- D. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.

- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.
- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.
- I. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- J. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers. The selected company shall enter into a written agreement with Ogden City. Ogden City reserves the right to cancel this Request for Proposal. Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter into contracts with more than one vendor.
- K. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission. The form can be accessed through the Recorder’s webpage at:  
<https://www.ogdencity.com/DocumentCenter/View/7004/Business-Confidentiality-Claim-form>

## **VIII. GOVERNING INSTRUCTIONS**

This Request for Proposal will constitute the governing document for submitting Proposals and will take precedent over any oral representations.

## IX. CONTACT PERSON

This RFP constitutes part of each proposal and includes the explanation of the Department's need, which must be met.

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, s/he shall immediately notify Ogden City's Purchasing Office of such error in writing and request modification or clarification of the document. Please contact the Ogden City Purchasing office via email [purchasing@ogdencity.com](mailto:purchasing@ogdencity.com) or at (801) 629-8742 for any questions or concerns.

Any clarifications and/or modifications to the RFP will be posted in the Ogden City website. Proposers are responsible for securing any and all addenda issued.

The question and answer period ends at 3 PM on May 18, 2020.

## X. SUBMISSION OF PROPOSALS

Firms shall submit six (6) copies of the proposal in a sealed envelope to the office of the City Purchasing Agent, 2549 Washington Blvd, Suite 510, Ogden UT 84401 **no later than 3PM on May 21, 2020.** On the envelope, indicate your company's name and the project "Alarm Permitting and False Alarm Maintenance Program"

### **LATE PROPOSALS WILL NOT BE ACCEPTED.**

No facsimile or email transmittals will be accepted. All submittals must be delivered by the mail or other delivery service or hand-carried to the 1<sup>st</sup> Floor Information Desk (back entrance of the Municipal Building) at the same address. It is the sole responsibility of those responding to this Request for Proposal to ensure that their submittal is made to the correct location and in compliance with the stated date and time. City offices are closed on holidays.

The City reserves the right to accept or reject any submittal as it best serves convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from women and minority owned businesses.

## **XI. KEY ACTION EVENTS AND DATES**

Listed below are the target dates for the events to occur. The Police Department reserves the right to change these dates.

<b>EVENT</b>	<b>TARGET DATE</b>
RFP available	May 1, 2020
Question and Answer – Last Day to send questions	May 18, 2020 at 3PM
RFP Response Deadline	May 21, 2020; No Later than 3PM
Review and selection process	Week of May 25, 2020
Contract Begins	Tentative July 1, 2020

## Addendum

# Chapter 6 BURGLARY AND ROBBERY ALARMS AND ALARM BUSINESSES

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**5-6-1: PURPOSE AND SCOPE:**  

- A. The purpose and scope of this chapter is to protect the emergency services of the city from misuse.
- B. The provisions of this chapter shall apply to all alarm users, alarm businesses, employees of alarm businesses, and alarm systems which are installed, connected, operated or maintained on or prior to the date on which the ordinance codified herein became effective, and subsequent thereto.

(1979 Code § 5.15.010; amd. Ord. 88-49, 12-22-1988; Ord. 92-15, 2-25-1991; Ord. 98-63, 10-27-1998)

## 5-6-2: DEFINITIONS:

As used in this chapter:

**ALARM BUSINESS OR COMPANY:** A person engaged in the sale, installation, maintenance, alteration, repair, replacement, servicing, or monitoring of an alarm system. "Alarm business or company" does not include the activities of:

- A. A person engaged in the manufacture and sale of alarm systems when that person is not engaged in the installation, maintenance, alteration, repair, replacement, servicing, or monitoring of alarm systems, and the manufacture or sale occurs only at a place of business established by the person engaged in the manufacture or sale and does not involve site visits at the place or intended place of installation of an alarm system; or
- B. An owner of an alarm system, or an employee of the owner of an alarm system who is engaged in installation, maintenance, alteration, repair, replacement, servicing, or monitoring of the alarm system owned by that owner.

**ALARM COMPANY AGENT:** Any individual employed within the state of Utah by a person engaged in an alarm business.

**ALARM SYSTEM:** Any equipment and devices assembled for the purpose of detecting and signaling unauthorized intrusion or entry into or onto certain premises, or signaling a robbery, burglary or other emergency in progress, and to signal the above occurrences either by a local or audible alarm or by a silent or remote alarm. The following devices shall not constitute alarm systems within the meaning of this definition:

- A. Devices which do not register alarms that are audible, visible, or perceptible outside the protected premises;
- B. Devices which are not installed, operated or used for the purpose of reporting an emergency to the police department;
- C. Alarm devices affixed to motor vehicles; and
- D. Alarm devices installed on a temporary basis by the police department.

**ALARM USER:** Any person who owns or leases an alarm system.

**ANSWERING SERVICE:** A telephone answering service providing among its services the receiving on a continuous basis through trained employees of emergency signals from alarm systems and the subsequent relaying of such messages by a live voice to the police department.

**AUTOMATIC DIALING DEVICE:** A device which automatically sends over telephone lines, by direct connection or otherwise, a prerecorded voice message or code signal indicating the existence of an emergency situation that the alarm system is designed to detect.

**BURGLAR ALARM SECURITY AND LICENSING ACT:** Burglar alarm security and licensing act, Utah Code Annotated section 58-65-101 et seq., as amended.

**BURGLARY OR INTRUSION ALARM SYSTEM:** An alarm system signaling an entry or attempted

entry into an area protected by the system.

**CENTRAL STATION:** An office to which alarm systems are connected, where operators supervise the circuits, and where guards and/or servicemen may or may not be maintained continuously to investigate signals.

**CHIEF OF POLICE, CHIEF:** Director of the police department of Ogden City or the chief's designated representative.

**CITY COMMUNICATION CENTER:** The city facility used to receive emergency and general information from the public to be dispatched to the respective police personnel. "City communication center" includes the dispatch facility operated by Ogden City as well as other governmental, dispatch facilities in the county used to receive emergency and general information from the public to be dispatched to the police department.

**EMERGENCY:** The commission or attempted commission of a robbery, burglary or other criminal action.

**FALSE ALARM:** Activation of any alarm system which results in a response by peace officers when a situation requiring a response by them or other emergency response unit in fact does not exist. It includes an alarm signal caused by conditions of nature which are normal for that area and subject to control by the alarm business operator or alarm user. False alarm does not include an alarm signal caused by extraordinarily violent conditions of nature not reasonably subject to control.

**INTRUSION ALARM SYSTEM:** An alarm system signaling an entry or attempted entry into the area protected by the system.

**LOCAL ALARM:** Any noisemaking alarm device.

**PERMITTEE:** The person to whom an alarm user permit is issued.

**POLICE DEPARTMENT:** The Ogden City police department.

**ROBBERY ALARM SYSTEM:** An alarm system signaling a robbery or attempted robbery or other physical endangerment.

(Ord. 2016-64, 1-3-2017)

### **5-6-3: ALARM USERS; PERMITS REQUIRED:**

A. Required: Every alarm user who is also engaged in any "business" within the city, as defined in section [5-1A-1](#) of this title shall obtain from the police department an alarm user's permit for each system prior to any installation of an alarm system. Users of alarm systems having both a robbery alarm system and a burglary or intrusion alarm system shall obtain separate permits for each system if they are distinct alarm systems. An application for a burglary or robbery alarm user's permit and an annual twenty five dollar (\$25.00) fee shall be filed with the business license division prior to installation of the system and thereafter on or before the business license renewal due date, with a copy of the application to the police department. A fee for an initial user's permit shall be prorated by half if within six (6) months of business license renewal. Each permit shall bear the signature of the chief of police. The permit shall be physically upon the premises using the alarm system and shall be available for inspection by the police.

- B. Information: The alarm user's permit application shall set forth the full name, address and telephone number of both the owner or lessee on whose premises the system will be installed, operated or maintained and the name of the person or licensed alarm business or company installing, maintaining or servicing the alarm system, as well as the type of system to be installed, operated or maintained. The application shall further contain the names, addresses and telephone numbers of three (3) individuals who may be contacted by police officers responding to an alarm. The person listed shall have authority to act for the alarm user in granting police officers access to any portion of the premises concerned and shall be knowledgeable in the basic operation of the alarm system. The application shall also contain such additional information as reasonably determined by the chief of police to be necessary to properly identify and locate the alarm user, the alarm business or company installing, servicing or maintaining the alarm system, and the persons to be contacted in the event of the filing of an alarm report.
- C. Copy Provided To Alarm Servicing Business: The police department will furnish a copy of the alarm permit to the named licensed alarm business or company that will be monitoring, maintaining and servicing the system. The alarm user will notify the alarm business or company of any changes in names, addresses and telephone numbers of the individuals who may be contacted by police officers responding to an alarm.
- D. Late Penalty; Exemption: All permit fees shall increase by twenty five dollars (\$25.00) if not paid on or before the date due. No late penalty shall be charged on an initial permit fee upon proof that the alarm system was installed after obtaining an initial business license but prior to annual renewal thereof.

(Ord. 2016-64, 1-3-2017)

#### **5-6-4: UNLAWFUL ALARM REPORTING; AUTOMATIC DIALING, PRERECORDED MESSAGE SYSTEMS PROHIBITED:**

- A. Unpermitted Systems: It is unlawful to report to the city communication center, the police department or other emergency service agency, any alarm from an alarm system that has no alarm use permit. This shall not apply to the reporting of the sounding of a local alarm.
- B. False Alarms: No person shall cause to be transmitted any burglary or intrusion alarm or any robbery alarm knowing the same to be false or without basis in fact. Central stations shall not request the city communication center or any police officer to respond to alarm scenes when monitoring equipment indicates an alarm system malfunction signal.
- C. Prerecorded Messages: It is unlawful to maintain, operate, connect, or allow to be maintained, operated or connected, any automatic dialing device which automatically dials the city communication center or the police department and then relays any prerecorded message to report any robbery, burglary, intrusion or other emergency.

(1979 Code § 5.15.040; amd. Ord. 88-49, 12-22-1988; Ord. 92-15, 2-25-1991; Ord. 98-63, 10-27-1998)

### **5-6-5: AUDIBLE ALARM REQUIREMENTS:**

A. Time Limiting Device: All audible alarm systems shall include a device that will limit the generation of the audible sound of the system to not longer than fifteen (15) minutes after activation where the alarm system is protecting a residential structure and not longer than thirty (30) minutes where the alarm system is protecting a commercial structure.

B. Notice Posted: All alarm users with an audible alarm system shall post a notice containing the names and telephone numbers of the persons to be notified to render repairs or service and secure the premises during any hour of the day or night that the alarm is activated. Such notice shall be posted near the alarm in such a position as to be legible from the ground level adjacent to the building, structure or facility where the alarm system is located.

(1979 Code § 5.15.050; amd. Ord. 88-49, 12-22-1988; Ord. 92-15, 2-25-1991; Ord. 98-63, 10-27-1998)

### **5-6-6: EXCESSIVE FALSE ALARMS; SERVICE FEES; PERMIT REVOCATION:**

A. Service Fees: Whenever the city communication center receives an excessive number of false alarms from any one source, a service fee shall be assessed to the alarm user.

1. The first and second false alarm in any twelve (12) month period shall not be considered excessive, and no service fee shall be assessed.
2. Upon receipt of the third and any subsequent false alarm within any twelve (12) month period, the alarm user shall pay a service fee of one hundred fifty dollars (\$150.00) for each false alarm to which the police respond.

B. Permit Revocation: An alarm permit may be revoked for any of the following reasons:

1. An alarm user has more than six (6) false alarms at the permitted address within any twelve (12) month period; or
2. An alarm user fails to pay an assessed service fee within thirty (30) days of the billing date.

C. Effect Of Permit Revocation: Upon permit revocation, the police department shall cease police response to further activities of the alarm system.

D. Permit Issuance After Revocation: Any alarm user whose user permit is revoked by the city and desires to reinstate police response, shall make new application for a new alarm permit. Such new alarm permit shall not be issued until the alarm user pays:

1. A reinstatement fee of two hundred dollars (\$200.00); and

2. Any unpaid service fees assessed under the revoked permit.

(Ord. 2016-64, 1-3-2017)

### **5-6-7: FAILURE TO RESPOND; SERVICE FEES; TREATED AS FALSE ALARM:**

A service fee may be assessed upon a user when the police officers responding to an alarm are unable to contact any of the listed parties due to outdated or inaccurate information provided by the user, or if the listed parties fail to respond to the scene within thirty (30) minutes of notice. The service fee shall be determined by treating any such failure by a user as if it were a false alarm, as provided in section [5-6-6](#) of this chapter, and may be considered as an additional false alarm for the purpose of computing fees or permit revocation.

(1979 Code § 5.15.070; amd. Ord. 88-49, 12-22-1988; Ord. 92-15, 2-25-1991; Ord. 98-63, 10-27-1998)

### **5-6-8: PERMIT REVOCATION; APPEAL:**

A. Notice: In those cases where an alarm user permit may be subject to revocation as set forth in section [5-6-6](#) of this chapter, a written notice of such action shall be mailed to the alarm permittee at least fifteen (15) days prior to the date of revocation. The permittee may, within ten (10) days after such notice is mailed, request a meeting with the chief of police or the chief's designee to present material to rebut the basis of the revocation.

B. Determination: Based on the information presented, the chief of police or the chief's designee, may determine that:

1. The permit be revoked;
2. The permit be reinstated because one or more of the incidents did not constitute a false alarm under the provisions of this chapter;
3. The permit be reinstated on a probationary basis, based on the implementation of corrective measures directed by the chief, or the chief's designee.

(1979 Code § 5.15.080; amd. Ord. 88-49, 12-22-1988; Ord. 92-15, 2-25-1991; Ord. 98-63, 10-27-1998)

### **5-6-9: RECORDS MAINTENANCE, CLASSIFICATION; STATISTICS:**

A. Protected Record: Alarm user permit applications and any other information submitted in compliance with the requirements of this chapter regarding the installation, operation, or maintenance of an alarm system shall be classified as a protected record and shall not be subject to public disclosure, except to the extent necessary for enforcement of the provisions herein. The police department shall be charged with the sole responsibility for the maintenance of all application and permit records.

B. Statistics May Be Maintained: Subject to the requirements of confidentiality, the police department may develop and maintain statistics having the purpose of assisting alarm system evaluation for use by members of the public.

(1979 Code § 5.15.090; amd. Ord. 88-49, 12-22-1988; Ord. 92-15, 2-25-1991; Ord. 98-63, 10-27-1998)

### **5-6-10: OPERATION RESTRICTIONS ON ALARM BUSINESSES:**

A. Installation Prohibited; Condition: No alarm business or company shall install an alarm system unless and until an alarm user's permit has been obtained by the alarm user under section [5-6-3](#) of this chapter.

B. User Instruction: Every alarm business or company selling, leasing or furnishing to any alarm user an alarm system which is installed on premises located within the city shall furnish the alarm user with written instructions that provide information to enable the alarm user to operate the alarm system properly.

C. Alarm Company Agents; Licensure, Display Of License: It is unlawful:

1. For any person to engage directly within the city in the sale, installation, maintenance, alteration, repair, replacement, servicing, or monitoring of an alarm system unless such person has in his/her possession a valid license issued by the state pursuant to Utah Code Annotated section 58-65-308 of the burglar alarm security and licensing act or its successor provision; or
2. For an alarm company agent to fail to display the license upon the request of a police officer or a customer.

D. Alarm Reports; Provision Of Toll Free Number: All alarm businesses, central stations or other answering services shall provide the city communication center, at the time of filing an alarm report, with a toll free telephone number for contacting the central station dispatchers and for obtaining the information required under subsection E of this section, or its successor.

E. Records: Alarm businesses who request police response to alarm signals shall maintain a record of all police calls, stating the time, date and location of the alarm and the name, address and phone number of the alarm user. The records shall indicate the cause of the alarm, if known. This record shall be current and shall be made available to the chief of police or the chief's designated representative at any time during normal business hours.

(1979 Code § 5.15.100; amd. Ord. 88-49, 12-22-1988; Ord. 92-15, 2-25-1991; Ord. 98-63, 10-27-1998)

### **5-6-11: OPERATIONAL DEFECTS REMEDIED:**

The sensory mechanisms used in connection with the robbery, burglary, intrusion or other emergency alarm systems shall be adjusted to suppress false alarms, so that the device will not be

actuated by impulses due to transient pressure changes in water pipes, short flashes of light, wind noises such as the rattling or vibrating of doors or windows, vehicular noise adjacent to the installation, or other forces unrelated to genuine alarms.

(1979 Code § 5.15.110; amd. Ord. 92-15, 2-25-1992; Ord. 98-63, 10-27-1998)

#### **5-6-12: CITY LIABILITY LIMITATIONS:**

The city shall not be liable for any defects in operation of burglary or robbery alarm systems, for any failure or neglect to respond appropriately upon the receipt of an alarm nor for the failure or neglect of any person registered or issued a permit pursuant to this chapter in connection with the installation, operation or maintenance of the equipment necessary to or incident to the operation of such systems. In the event the city finds it necessary to revoke the permit and discontinues police response, the city shall assume no liability for such action.

(1979 Code § 5.15.130; amd. Ord. 92-15, 2-25-1992; Ord. 98-63, 10-27-1998)

#### **5-6-13: ADMINISTRATION AND ENFORCEMENT:**

A. Chief Of Police; Inspections Authorized: The provisions of this chapter shall be administered and enforced by the chief of police. The chief, or the chief's authorized representative, is authorized to make inspections of alarm systems and of the premises wherein the alarm systems are located. Such individual shall have authority at reasonable time and upon oral notice to enter upon any premises within the city to undertake such inspections and to determine where such systems are being used in conformity with the provisions of this chapter.

B. Implementation Of Rules And Regulations: Subject to the approval of the mayor, the chief shall have power to make such reasonable rules and regulations as are deemed by the chief to be necessary to implement the provisions of this chapter.

(1979 Code § 5.15.140; amd. Ord. 98-63, 10-27-1998)

#### **5-6-14: COLLECTION OF SERVICE FEES:**

Enforcement or collection of the service fees imposed herein may be by civil action or through the enforcement of the criminal penalties imposed by this code, as restitution.

(1979 Code § 5.15.120; amd. Ord. 92-15, 2-25-1992; Ord. 98-63, 10-27-1998; Ord. 2005-29, 5-24-2005)