



1 WHEREAS, buildings that require fire alarms under the Fire Code constitute a greater risk to the  
2 health, safety and welfare of the public than buildings that do not require alarms under  
3 the code, and such required fire alarms are imperative to the health, safety and welfare of  
4 the people of the City of Seattle; and

5 WHEREAS, the costs associated with responding to false fire alarms impose a burden on the  
6 Seattle Fire Department and impair the ability of the Fire Department to provide optimum  
7 fire protection to the people of the City of Seattle; and

8 WHEREAS, it is necessary to regulate fire alarms to ensure the ability of the Seattle Fire  
9 Department to provide fire protection to the citizens of the City of Seattle; and

10 WHEREAS, it would be detrimental to the health, safety and welfare of the general public to  
11 discourage the sending of a fire alarm by imposing a penalty for a false alarm; and

12 WHEREAS, since implementing Ordinance No. 121332 on January 1, 2004, the City, in  
13 discussions with the alarm industry, has identified elements of the ordinance that need to  
14 be revised; and

15 WHEREAS, there is a need to identify the monitoring entity that is primarily responsible for the  
16 payment of certain fees where more than one monitoring entity provides alarm  
17 monitoring services to any one location; and

18 WHEREAS, in order to align City costs and the burdens associated with false alarms, with alarm  
19 fees charged, while encouraging the reduction of the number of false property alarms, the  
20 City has recognized the need to adjust the fee schedule for property alarms; and

21 WHEREAS, the City desires to allow additional time for payment of false alarm fees and for  
22 responding to false alarm appeals; and

23 WHEREAS, the fee payment responsibilities need to be established when an alarm subscriber  
24 moves within the City, or changes alarm monitoring companies;

25 NOW, THEREFORE,

26 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**  
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1           **Section 1.** Section 6.10.005 of the Seattle Municipal Code is hereby amended as follows:

2           **6.10.005 Definitions.**

3           ~~((A-))~~ The following definitions as well as ~~((F))~~ the definitions contained in Chapters  
4 5.30 and 10.08 of the Seattle Municipal Code shall be fully applicable to this ~~((e))~~ Chapter 6.10  
5 in its entirety, except as expressly stated to the contrary herein.

6           A. "Alarm site" means the location at which a subscriber's alarm system is installed.

7           ~~((B. "Alarm system monitoring company," "burglary alarm," "panic alarm," "property~~  
8 ~~alarm," and "robbery alarm" have the meanings contained in SMC Chapter 10.08.))~~

9           ~~((C-))~~ B. "Alarm system" or "alarm device" means any system, device, or mechanism  
10 which, when activated, transmits a telephonic, wireless, electronic, video, or other form of  
11 message to an alarm system monitoring company, or some other number, or emits an audible or  
12 visible signal that can be heard or seen by persons outside the protected premises, or transmits a  
13 signal beyond the premises in some other fashion ~~((, except any system, device, or mechanism~~  
14 ~~primarily protecting a motor vehicle))~~. An alarm system or alarm device may consist of one or  
15 more components (e.g., motion detector, window breach detector, or similar components) all  
16 reporting to a central unit/system panel which, in turn, is connected to or reports to an alarm  
17 system monitoring company via telephonic, wireless, electronic, video, or other form of  
18 message. For purposes of this chapter, a system, device, or mechanism primarily protecting a  
19 motor vehicle, or one designed to communicate a medical emergency, including but not limited  
20 to a panic alarm button or similar device, is not considered to be an alarm system or alarm  
21 device.

1           C. "Alarm system monitoring company," means any individual, partnership, corporation,  
2 or other form of association that engages in the business of monitoring property, burglary, or  
3 robbery alarm systems and shall include self-monitored alarm businesses, as defined herein. For  
4 purposes of this chapter, alarm system monitoring companies include those dealers and installers  
5 who contract with a property owner, subscriber, or customer, to perform alarm system  
6 monitoring services and then subcontract with another alarm system monitoring company to  
7 provide the actual monitoring service.

9           D. "Department" means the Department of Executive Administration of the City of  
10 Seattle.

11           E. "False Alarm" means the notification to the Seattle Police Department or Seattle Fire  
12 Department concerning the activation of an alarm system or alarm device when:

14                   1. There is no evidence of a crime or other activity that warrants the assistance of  
15 the Seattle Police Department on the premises, as indicated by the investigation of  
16 a police officer on the scene or by the lack of a police report filed by the property  
17 owner, and no individual who was on or near the premises or who had viewed a  
18 video communication from the premises called for the dispatch or confirmed a  
19 need for police response; or

21                   2. There is no indication or presence of a fire on the premises, that warrants a call  
22 for assistance from or investigation by the Seattle Fire Department, and no  
23 individual who was on or near the premises or who had viewed a video  
24 communication from the premises called for the dispatch or confirmed a need for  
25 assistance from or investigation by the Seattle Fire Department, and no  
26 individual who was on or near the premises or who had viewed a video  
27 communication from the premises called for the dispatch or confirmed a need for  
28 assistance from or investigation by the Seattle Fire Department, and no

1                   fire response; or

2                   3. The dispatch of police or fire personnel was cancelled by the alarm system  
3                   monitoring company, whether the alarm was cancelled before or after the arrival  
4                   of police or fire personnel at the alarm site.

5                   F. "Monitoring" means the process by which an alarm system monitoring company  
6                   receives signals from an alarm system or alarm device.

7                   G. "Self-monitored alarm business" means any person required to obtain a Seattle  
8                   business license pursuant to SMC Section 5.55.030 which elects to internally monitor its own  
9                   alarm systems or alarm devices and monitors three (3) or more alarm systems or business  
10                   locations located within the City limits.

11                   H. "Subscriber" means a person having or maintaining an alarm system or alarm device  
12                   where such system is connected to or in communication with an alarm system monitoring  
13                   company.

14                   **Section 2.** Section 6.10.010 of the Seattle Municipal Code is hereby amended as follows:

15                   **6.10.010 Alarm System Monitoring Companies--License required--Fee--**

16                   **Identification.**

17                   A. It is unlawful for any person to engage in business in the City of Seattle as an alarm  
18                   system monitoring company without first having obtained an annual license to do so. An annual  
19                   license is required regardless of whether alarms are monitored from a location inside or outside  
20                   Seattle. ~~((The fee for such annual license is based upon two components: (1) the following~~  
21                   ~~aggregate amount:))~~

1 B. The fee for such annual license is based upon two components:

2 1. The following aggregate amount:

3 Zero to 100 Seattle monitored alarm(~~(s)~~) systems....\$100.00 per annum;

4 101 to 200 Seattle monitored alarm(~~(s)~~) systems....\$200.00 per annum;

5 201 to 500 Seattle monitored alarm(~~(s)~~) systems....\$400.00 per annum;

6 Over 500 Seattle monitored alarm(~~(s)~~) systems....\$500.00 per annum; and (~~((2~~

7 ~~Forty~~))

8  
9 2. Ten Dollars (~~(\$40)~~) (\$10.00) per year for each property alarm, burglary  
10 alarm, robbery alarm and panic alarm located in Seattle and monitored by the  
11 alarm system monitoring company at any time during the calendar year.

12 C. When more than one alarm system monitoring company provides alarm system  
13 monitoring service to any one location, all such companies shall be jointly and severally liable  
14 for payment of all fees under subsection B, provided, however that:

15  
16 1. It shall be the primary responsibility of the alarm system monitoring company  
17 actually providing the twenty-four (24) hour monitoring service, pursuant to a  
18 written contract between the alarm system monitoring companies, to pay the  
19 license fee component set forth in subsection B1; and

20  
21 2. The alarm system monitoring company that maintains the service contract  
22 directly with the subscriber is primarily responsible for the license fee component  
23 set forth in subsection B2.  
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1           E. The Department will issue a permit number to each alarm system monitoring  
2 company licensed under this chapter and such number shall be provided on the company's  
3 business license. The Seattle Police Department shall reference this number as their Unique  
4 Identifying Number (UIN). All persons licensed pursuant to this chapter shall supply the Seattle  
5 Police Department personnel with their permit number/UIN at the time an alarm is called in to  
6 the Seattle Police Department.

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8           ~~((B-))~~E. The license required pursuant to this chapter is separate from and in addition to  
9 any license required by any other chapter of the Seattle Municipal Code including, but not  
10 limited to, that required pursuant to Chapter 5.45, Business License Tax; Chapter 5.55, General  
11 Administrative Provisions; and Chapter 6.08, pertaining to burglar alarms installers.

12           **Section 3.** Section 6.10.015 of the Seattle Municipal Code is hereby amended as follows:

13           **6.10.015 Annual license and due date.**

14           A. The annual license renewal fee shall be payable ~~((in advance))~~ by ~~((the))~~ an alarm  
15 system monitoring company on a calendar year basis ~~((, except in 2004, where the annual license~~  
16 ~~fee shall be due by April 1))~~. Licenses expire on December 31 in the calendar year in which they  
17 were issued and must be renewed and payment due by January 31 of the next year in order to  
18 avoid penalty.

19           B. Application for, and renewal of, the annual license shall be on forms specified by the  
20 Director and shall be accompanied by the license fee. Each annual application for, or renewal  
21 of, a license shall contain a list of all addresses at which monitored alarm systems are installed,  
22 the name of the corresponding subscriber, customer number, if applicable, and the number of  
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1 alarm systems at such address.

2 **Section 4.** Section 6.10.020 of the Seattle Municipal Code is hereby amended as follows:

3 **6.10.020 Calculation of fees.**

4 A. For ~~((N))~~ new alarm system monitoring companies, ~~((will pay))~~ the fee contained in  
5 SMC Section 6.10.010 ~~((A-1))~~ B1 ~~((, which))~~ shall be computed on the number of alarm  
6 systems monitored at the time of initial application.  
7

8 B. The license fee component contained in SMC Section 6.10.010 ~~((A-1))~~ B1 shall not  
9 be adjusted quarterly for the number of alarm systems monitored each quarter ~~((, however the fee~~  
10 ~~shall be prorated on a quarterly basis at the time of initial application))~~.

11 C. The license fee component contained in SMC Section 6.10.010 ~~((A-2))~~ B2 shall be  
12 adjusted quarterly to reflect additional alarm systems first monitored during that quarter. Each  
13 alarm system monitoring company shall file quarterly, in the format specified by the Director, a  
14 list of all additional addresses at which it monitored alarms during such quarter, the name of the  
15 corresponding subscriber, and the number and types of alarms at such address. The quarterly  
16 report should also list the above information for alarm systems that have been discontinued or, if  
17 known, transferred to another alarm system monitoring company. The quarterly report shall be  
18 accompanied by payment of the additional ~~((forty dollar (\$40.00))~~ Ten Dollars (\$10.00) per  
19 alarm system fee due, if any. See proration calculations in SMC Section 6.10.030 below. ~~((The~~  
20 ~~quarterly report should also list alarm systems that have been discontinued or, if known,~~  
21 ~~transferred to another alarm monitoring company.))~~  
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1 D. Each alarm system monitoring company shall file a quarterly report regardless of  
2 whether there have been any subscription changes or if any additional fees are due.

3 **Section 5.** Section 6.10.025 of the Seattle Municipal Code is hereby added as follows:

4 **6.10.025 Exemption.**

5 The Federal Government, its departments and institutions, the State of Washington, its  
6 departments or institutions, who respond to its own alarm systems with commissioned officers  
7 employed directly by such entities, shall be exempt from the alarm system monitoring business  
8 license fees established by SMC Section 6.10.010.

9  
10 **Section 6.** Section 6.10.030 of the Seattle Municipal Code is hereby amended as follows:

11 **6.10.030 License fee proration.**

12 A. In calculating the license fee component contained in SMC Section 6.10.010 ~~((A-(1)))~~  
13 B1, only the initial license fee will be prorated on a quarterly basis for applications made after  
14 the first quarter.

15 B. The license fee component contained in SMC Section 6.10.010 ~~((A-(2)))~~ B2 will be  
16 prorated in equal amounts on a quarterly basis for alarm systems that begin to be monitored after  
17 the first quarter. ~~((A credit will be given for the prorated portion of the license fee contained in~~  
18 ~~SMC 6.10.010 A (2) paid by another alarm monitoring company for the present year on an alarm~~  
19 ~~system that is transferred from one company to another alarm monitoring company; provided~~  
20 ~~that satisfactory proof that the license fee component contained in SMC 6.10.010 A (2) has been~~  
21 ~~paid is supplied to the Director.))~~

1           **Section 7.** Section 6.10.035 of the Seattle Municipal Code is hereby added as follows:

2           **6.10.035 Change of subscriber location or monitoring company.**

3           A. An alarm system monitoring company shall not owe an additional licensing fee for  
4 any license fee that has been already paid under SMC Section 6.310.010 B2, when a subscriber  
5 moves their alarm site to another location within the City of Seattle; provided that, the alarm  
6 system monitoring company must provide the Director with information regarding the alarm site  
7 which has been moved, including but not limited to, the previous and new addresses of the alarm  
8 site and satisfactory proof of payment of the licensing fee component contained in SMC Section  
9 6.10.010 B2. Such information must be provided in the next quarterly report due after the  
10 movement of the alarm site.

11           B. A credit will be given for the prorated portion of the license fee contained in SMC  
12 Section 6.10.010 B2 paid by another alarm monitoring company for the present year on an alarm  
13 system that is transferred from one company to another alarm system monitoring company;  
14 provided that, satisfactory proof that the license fee component contained in SMC Section  
15 6.10.010 B2 has been paid and is supplied to the Director.

16           **Section 8.** Section 6.10.040 of the Seattle Municipal Code is hereby amended as follows:

17           **6.10.040 Duty of licensee.**

18           A. It shall be the duty of all licensees granted licenses under this chapter to comply with  
19 all applicable regulations in this chapter or elsewhere, including, without limitation, SMC  
20 Chapter 10.08. The failure of any licensee to do so shall be a violation of this chapter and  
21 grounds to suspend or revoke the license.  
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1 B. No licensee granted a license under this chapter shall allow any person who has had  
2 their alarm monitoring license revoked or suspended by the City of Seattle to ~~((be financially~~  
3 ~~interested))~~ have a financial or ownership interest in its business, or to be in its employ, within  
4 one year from the date of such revocation or suspension.

5 **Section 9.** Section 6.10.050 of the Seattle Municipal Code is hereby amended as follows:

6 **6.10.050 Licenses not transferable.**

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8 No license issued pursuant to this chapter shall be transferable unless in accordance with  
9 SMC Chapter 6.02. A person not previously licensed that assumes responsibility for monitoring  
10 alarms for which another person has paid the annual license fee shall obtain a new license for the  
11 remainder of the year by paying the license fee component contained in SMC Section 6.10.010  
12 ~~((A(1)))~~ B1.

13  
14 **Section 10.** Section 6.10.080 of the Seattle Municipal Code is hereby amended as  
15 follows:

16 **6.10.080 Penalty and interest for failure to pay.**

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18 A. If a license application, renewal, quarterly report, or payment of any fee due under  
19 this chapter ~~((is not received on or before the last day of the month in which it becomes due or~~  
20 ~~within an extension of time granted by the Director))~~ is received between one (1) and thirty (30)  
21 days after the date the fee becomes due, there shall be added to the amount~~((;))~~ due a penalty of  
22 ten percent (10%) of the fees owing or Twenty Dollars (\$20), whichever is greater ~~((,if the~~  
23 ~~payment is received between one (1) and thirty (30) days after the date it becomes due, or)).~~ If  
24 the payment is received more than thirty (30) days after the date it becomes due, there will be  
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1 added to the amount due a penalty of twenty percent (20%) of the fees owing or Thirty Dollars  
2 (\$30), whichever is greater (~~(, if the payment is later than thirty (30) days after the due date)~~).

3 B. The licensee shall be notified by mail, or electronically as has been previously agreed  
4 upon between the Department and the alarm system monitoring company, of the amount of any  
5 penalties so added, and the same shall become due and shall be paid within ten (10) days from  
6 the date of such notice.

7  
8 C. Any fee required by this chapter that is not paid within ninety (90) days after the due  
9 date shall be subject to interest and calculated in the same manner as described in SMC Section  
10 5.55.090 B2 pertaining to deficiency tax assessments. Nothing in this subsection shall be  
11 construed to deem any fees required under this chapter to be a tax.

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13 **Section 11.** Section 6.10.100 of the Seattle Municipal Code is hereby amended as  
14 follows:

15 **6.10.100 Penalty for false alarms.**

16 A. The sending of an alarm by an (~~automatic property alarm and/or automatic burglary~~)  
17 alarm system monitoring company, which results in the dispatch of the police and subsequent  
18 arrival by the police at the alarm site (~~(to the premises on an emergency basis)~~) shall be subject  
19 to a false alarm (~~(response)~~) fee of (~~(one hundred twenty five dollars (\$125.00))~~) Ninety Dollars  
20 (\$90.00) whenever there is no evidence of a crime or other activity that would warrant a call for  
21 police assistance or investigation at the premises; provided(~~(,)~~) however, that no false alarm fee  
22 shall be assessed if any individual who was on or near the premises, or who had viewed a video  
23 communication from the premises, called for the dispatch and confirmed a need for (~~(a)~~) police  
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1 response. (~~The false alarm response fee shall be assessed against the alarm system monitoring~~  
2 ~~company.~~)

3 B. In the event that police were dispatched to the premises and such dispatch was  
4 subsequently cancelled prior to the police officer(s) arrival at the alarm site, the alarm system  
5 monitoring company shall be subject to a false alarm fee of Thirty Dollars (\$30.00).

6 **Section 12.** Section 6.10.110 of the Seattle Municipal Code is hereby amended as  
7 follows:  
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9 **6.10.110 Notice and hearing on penalty for false alarms.**

10 A. The Department shall mail by first class mail, or transmit electronically if previously  
11 agreed between the Department and the alarm system monitoring company, a written notice of  
12 the false alarm (~~response~~) fee to the alarm system monitoring company. The notice shall state  
13 the date and time of the false alarm, and that the alarm system monitoring company is entitled to  
14 a hearing to respond to the notice and introduce any evidence to refute or mitigate (~~the fee~~) the  
15 determination that the false alarm occurred. All false alarm fees are due and payable within  
16 (~~thirty (30))~~ sixty (60) days of the date that the Department mails or transmits the notice,  
17 unless: (1) an appeal is filed pursuant to subsection B of this section, in which case the fees  
18 appealed from are due and payable within ten (10) days after the date of the written ruling, or (2)  
19 a waiver is requested and an alarm user class is scheduled pursuant to subsection D of this  
20 section.  
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23 B. An alarm system monitoring company wanting to contest a false alarm fee shall file a  
24 written appeal with the Director within thirty (30) days after the date of the notice. A hearing  
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1 shall be held by the Director, or the Director's designee, not more than (~~fourteen (14)~~) twenty  
2 (20) days from the date the appeal is filed. Within twenty (20) days after the hearing, the  
3 Department shall issue a written ruling including factual findings and the Director's conclusion,  
4 with supporting reasons(~~(s)~~) affirming or reversing the notice. The Decision of the Director shall  
5 be final.

6  
7 C. The Director may, but is not required to, delegate authority to conduct hearings under  
8 this section to the Seattle Police Department.

9 D. The Director may waive the first false alarm fee once within an eighty-four (84)  
10 month period per alarm site, (~~on a one-time basis,~~) if the owner of the monitored alarm attends  
11 an alarm user class as defined in Section 10.08.140 of the Seattle Municipal Code. The owner of  
12 the alarm must attend the class within one hundred and twenty (120) (~~90~~) days of the date of  
13 the false alarm billing. A current Seattle subscriber that moves to a new address within Seattle  
14 shall receive a waiver for the first false alarm at the subscriber's new location if the owner  
15 attends a class after moving to the new location within one hundred twenty (120) days of the  
16 false alarm, regardless of whether the first time waiver was granted to the subscriber at the  
17 subscriber's previous address.

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20 **Section 13.** Section 6.10.120 of the Seattle Municipal Code is hereby added as follows:

21 **6.10.120 Criminal Conduct.**

22 Unlawful conduct under SMC Sections 6.10.010 or 6.10.210, or the violation of or failure  
23 to comply with any provision of this chapter, or any rule or regulation, or final order of the  
24 Director or Hearing Examiner made pursuant to this chapter shall be a crime subject to the  
25

1 provisions of the Seattle Criminal Code. Any such crime under this chapter is punishable by a  
2 fine of not more than Five Hundred Dollars (\$500.00) or by imprisonment for a term of not more  
3 than six (6) months, or both.

4 **Section 14.** Section 6.10.130 of the Seattle Municipal Code is hereby added as follows:

5 **6.10.130 Civil Violations.**

6 A. Any unlawful conduct under SMC Sections 6.10.010 or 6.10.210, or the violation of  
7 or failure to comply with any provision of this chapter, or any rule or regulation, or final order of  
8 the Director or Hearing Examiner made pursuant to this chapter shall be a civil violation  
9 punishable by a civil fine or forfeiture not to exceed Five Hundred Dollars (\$500.00).

10 B. Each day of continued violation or noncompliance constitutes a separate offense.

11 **Section 15.** Section 6.10.205 of the Seattle Municipal Code is hereby amended as  
12 follows:  
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14 **6.10.205 Definitions.**

15 Except as otherwise specifically provided in this subchapter, the definitions contained in  
16 SMC Section 6.10.005 shall be fully applicable to fire alarm monitoring companies:

17 A. "Fire alarm monitoring company" means any individual, partnership, corporation, or  
18 other form of association that is listed with Underwriters' Laboratories as a "Full Service  
19 Company" or "Monitoring Company," and engages in the business of monitoring fire alarm  
20 systems located within the ((e))City of Seattle. For the purposes of this chapter, fire alarm  
21 monitoring companies include those dealers and installers who contract with a property owner,  
22 subscriber, or customer, to perform fire alarm system monitoring services and then subcontract  
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1 with another fire alarm monitoring company to provide the actual monitoring service.

2 B. "Fire alarm system" means a system, or portion of a combination system, that is  
3 approved by the Seattle Fire Department and that consists of components and circuits arranged to  
4 monitor and annunciate the status of fire alarm or supervisory signal-initiating devices and to  
5 initiate the appropriate response to those signals. This definition includes fire protection  
6 sprinkler systems, as that term is defined in subsection C of this section, but does not include  
7 heat or smoke detectors that are installed in conjunction with property or burglary alarms as  
8 defined in SMC Section 10.08.140, and that are not approved by the Seattle Fire Department.

9  
10 C. "Fire Protection Sprinkler System" means an assembly of underground and/or  
11 overhead piping or conduit beginning at the connection to the primary water supply, whether  
12 public or private, that conveys water with or without other agents to dispersal openings or  
13 devices to extinguish, control, or contain fire and to provide protection from exposure to fire or  
14 other products of combustion and consisting of at least 100 sprinkler heads, except for structures  
15 constructed after August 15, 2004, for which such system shall consist of the number of sprinkler  
16 heads required by the Seattle Building Code and the Seattle Fire Code, as amended from time to  
17 time.

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19  
20 **Section 16.** Section 6.10.210 of the Seattle Municipal Code is hereby amended as  
21 follows:

22 **6.10.210 Fire alarm monitoring companies--License required--Fee.**

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24 A. It is unlawful for a fire alarm monitoring company to engage in the business of  
25 monitoring fire alarm systems located within the ((e))City of Seattle without first having

1 obtained an annual license to do so. ~~((The fee for such annual license is based upon two~~  
2 ~~components: (1) The following aggregate amount:))~~

3 B. The fee for such annual license is based upon two components:

4 1. The following aggregate amount:

5 Zero to 100 Seattle monitored fire alarm((s)) systems.... \$100.00 per annum;

6 101 to 200 Seattle monitored fire alarm((s)) systems.... \$200.00 per annum;

7 201 to 500 Seattle monitored fire alarm((s)) systems.... \$400.00 per annum;

8 Over 500 Seattle monitored fire alarm((s)) systems.... \$500.00 per annum; and

9 ~~((and (2) to))~~ 2. One of the following amounts for each fire alarm system located  
10 in Seattle and monitored by the fire alarm monitoring company at any time during  
11 the calendar year:

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13  
14 a. Fire ((A)) alarm systems serving structures five or more stories or  
15 structures exceeding 200,000 square feet in building floor area((required  
16 by Seattle Fire Code or Seattle Building Code))....(((\$320.00)) \$693.00 per  
17 fire alarm system, per annum; or

18  
19 b. Fire ((A)) alarm systems ((not required by Seattle Fire Code or Seattle  
20 Building Code)) serving structures that are 3 or 4 stories and less than  
21 200,000 square feet in building floor area....(((\$80.00)) \$223.00 per fire  
22 alarm system, per annum; or

23  
24 c. Fire alarm systems serving structures less than three stories and less  
25 than 200,000 square feet in building floor area.... \$76.00 per fire alarm  
26

1                    system, per annum.

2                    C. A fire alarm monitoring company that has paid an alarm system monitoring company  
3 license fee as required in SMC Section 6.10.010 B1, will not have to pay a fire alarm monitoring  
4 company license fee as required in SMC Section 6.10.210 B1, provided that all monitored fire  
5 alarm systems were used to compute the number of all alarm systems (both fire alarm and alarm  
6 systems) in SMC Section 6.10.010 B1.

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8                    D. When more than one fire alarm monitoring company is involved with providing fire  
9 alarm system monitoring service to any one location, all such companies shall be jointly and  
10 severally liable for payment of all fees under subsection B, provided, however, that:

11                    1. It shall be the responsibility of the fire alarm monitoring company actually  
12 providing twenty-four (24) hour monitoring service, pursuant to a written contract  
13 between the fire alarm monitoring companies, to pay the license fee component  
14 set forth in subsection B1 of this section; and

15  
16                    2. The fire alarm monitoring company which maintains the service contract  
17 directly with the subscriber shall be primarily responsible for the license fee  
18 component set forth in subsection B2 of this section.

19  
20                    E. Modifications or upgrades to a fire alarm system originally serving an alarm site will  
21 be considered as part of one alarm system for the purpose of calculating license fees, regardless  
22 of the number of system panels. At the discretion of the Director, and upon recommendation by  
23 the Fire Marshall, the Director may waive or adjust such fees as necessary and appropriate.

1           ~~((B-))~~F. A heat or smoke detector that is installed in conjunction with a property or  
2 burglar alarm (~~and is not approved by the Seattle Fire Department~~) shall be subject only to the  
3 annual license fees and related provisions contained in subchapter I of this chapter.

4           ~~((C-))~~G. The license required pursuant to this subchapter is separate from and in addition  
5 to any license required by any other chapter of the Seattle Municipal Code including, but not  
6 limited to, that required pursuant to Chapter 5.45, Business License Tax; Chapter 5.55, General  
7 Administrative Provisions; and Chapter 6.08, pertaining to burglar alarms installers.

8           ~~((D-))~~H. The issuance and renewal of a license pursuant to this subchapter is conditioned  
9 upon the fire alarm monitoring company's continuing conformance with all requirements of the  
10 Seattle Fire Code and the Seattle Fire Department Administrative Rules for central station  
11 monitoring.  
12

13  
14           **Section 17.** Section 6.10.215 of the Seattle Municipal Code is hereby amended as  
15 follows:

16           **6.10.215 Annual license and due date.**

17           A. The annual license renewal fee shall be payable (~~in advance~~) by the fire alarm  
18 monitoring company on a calendar year basis (~~, except in 2004, where the annual fee shall be~~  
19 ~~due by April 1~~). Licenses expire on December 31 in the calendar year in which they were  
20 issued and must be renewed and payment due by January 31 of the next year in order to avoid  
21 penalty.  
22

23           B. Application for, and renewal of, the annual license shall be on forms specified by the  
24 Director and shall be accompanied by the license fee. Each annual application for, or renewal  
25

1 of, a license shall contain a list by fee category of all buildings in which the applicant monitors  
2 fire alarm systems, showing the street address for each building where the applicant monitors  
3 fire alarm systems; the number of fire alarm systems monitored by the applicant in each  
4 individual listed building; and the name, addresses and telephone number for the owner of each  
5 monitored fire alarm system.

6  
7 **Section 18.** Section 6.10.220 of the Seattle Municipal Code is hereby amended as  
8 follows:

9 **6.10.220 Calculation of fees.**

10 A. For ~~((N))~~ new fire alarm monitoring companies, ~~((will pay))~~ the fee contained in SMC  
11 Section 6.10.210 ~~((A-1))~~ B1 ~~((, which))~~ shall be computed on the number of fire alarm systems  
12 monitored at the time of initial application.

13  
14 B. The license fee component contained in SMC Section 6.10.210 ~~((A-1))~~ B1 shall not  
15 be adjusted quarterly for the number of fire alarm systems monitored each quarter ~~((, however the~~  
16 ~~fee shall be prorated on a quarterly basis at the time of initial application))~~.

17  
18 C. The license fee component contained in SMC Section 6.10.210 ~~((A-2))~~ B2 shall be  
19 adjusted quarterly to reflect additional fire alarm systems first monitored during that quarter.  
20 Each fire alarm monitoring company shall file quarterly, in the format specified by the Director,  
21 a list of all additional addresses at which it monitored fire alarms during such quarter, the name  
22 of the corresponding subscriber, and the number of fire alarms at such address. The quarterly  
23 report should also list fire alarm systems that have been discontinued or, if known, transferred to  
24 another fire alarm monitoring company. The quarterly report shall be accompanied by payment  
25  
26  
27  
28

1 of the additional per-fire-alarm-system fee due, if any. See proration calculations in SMC  
2 Section 6.10.230 below. (~~The quarterly report should also list fire alarm systems that have been~~  
3 ~~discontinued or, if known, transferred to another fire alarm monitoring company.~~)

4 D. Each fire alarm monitoring company shall file a quarterly report regardless of  
5 whether any additional fees are due.

6 **Section 19.** Section 6.10.230 of the Seattle Municipal Code is hereby amended as  
7 follows:  
8

9 **6.10.230 License fee proration.**

10 A. In calculating the license fee component contained in SMC Section 6.10.210 (~~(A-1)~~)  
11 B1, only the initial license fee will be prorated on a quarterly basis for applications made after  
12 the first quarter.  
13

14 B. The license fee component contained in SMC Section 6.10.210 (~~(A-2)~~) B2 will be  
15 prorated in equal amounts on a quarterly basis for fire alarm systems that begin to be monitored  
16 after the first quarter. (~~A credit will be given for the prorated portion of the license fee~~  
17 ~~contained in SMC 6.10.210 A (2) paid by another fire alarm monitoring company for the present~~  
18 ~~year on a fire alarm system that is transferred from one company to another fire alarm~~  
19 ~~monitoring company; provided that satisfactory proof that the license fee component contained~~  
20 ~~in SMC 6.10.210 A (2) has been paid is supplied to the Director).~~  
21

22 **Section 20.** Section 6.10.235 of the Seattle Municipal Code is hereby added as follows:  
23

24 **6.10.235 Change of subscriber location or monitoring company.**

25 A. A fire alarm monitoring company shall not owe an additional licensing fee for any  
26  
27  
28

1 license fee that has been already paid under SMC Section 6.10.210 B2, when a subscriber moves  
2 their alarm site to another location within the City of Seattle; provided that, the fire alarm  
3 monitoring company must provide the Director with information regarding the alarm site which  
4 has been moved, including but not limited to, the previous and new addresses of the alarm site  
5 and satisfactory proof of payment of the licensing fee component contained in SMC Section  
6 6.10.210 B2. Such information must be provided in the next quarterly report due after the  
7 movement of the alarm site.

9 B. A credit will be given for the prorated portion of the license fee contained in SMC  
10 Section 6.10.210 B2 paid by another fire alarm monitoring company for the present year on a  
11 fire alarm system that is transferred from one company to another fire alarm monitoring  
12 company; provided that, satisfactory proof that the license fee component contained in SMC  
13 Section 6.10.210 B2 has been paid and is supplied to the Director.

15 **Section 21.** Section 6.68.010 of the Seattle Municipal Code is hereby amended as  
16 follows:

17 **6.68.010 Violation--Penalty.**

18 Unless otherwise specifically provided for elsewhere in this subtitle, ((A))any person  
19 violating or failing to comply with any of the provisions of this subtitle shall be deemed guilty of  
20 a misdemeanor, and upon conviction thereof, shall be punished by a fine in any sum not  
21 exceeding Three Hundred Dollars (\$300), or by imprisonment in the City Jail for a period not  
22 exceeding ninety (90) days, or by both such fine and imprisonment.





