

ORDINANCE NO. 2025-09-11-01
TRAVIS COUNTY EMERGENCY SERVICES *DISTRICT* NO. 5

**AN ORDINANCE TO ESTABLISH *FEES* PAYABLE FOR FALSE FIRE ALARMS, AND
OTHER RELATED SERVICE *FEES*; PROVIDING FOR REMEDIAL ORDERS
PERTAINING TO INOPERABLE OR MALFUNCTIONING FIRE ALARM SYSTEMS;
PROVIDING FOR OFFENSES FOR FAILURE TO COMPLY AND PENALTIES
THEREFOR; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, the *District's* adopted fire code requires the installation of fire alarm systems in certain instances, and fire alarms are otherwise commonly used in commercial and residential uses in the *District*;

WHEREAS, fire alarm systems must be maintained to avoid false signals that divert *District* resources needlessly, potentially delaying a response to actual emergencies; and

WHEREAS, the *District's* Board of Commissioners determines that incentives are necessary to ensure that fire alarm systems do not malfunction and jeopardize the efficient use of *District* resources;

Now, therefore, it is ORDAINED, RESOLVED, AND ORDERED by the Commissioners of Travis County Emergency Services *District* No. 5 that:

SECTION 1. Purpose

- (A) The purpose of this Ordinance is to encourage *Owners* and Fire Alarm Businesses to properly use and maintain the operational effectiveness of Fire Alarm Systems in order to improve the reliability of Fire Alarm Systems and reduce or eliminate *False Fire Alarms*.
- (B) This Ordinance governs Fire Alarm Systems intended to summon TCESD5 *Personnel*, and requires *Registration*, assessment of *Fees* for excessive *False Fire Alarms* and *Nuisance Fire Alarms*, and provides procedures for repeat offenders.

SECTION 2. Definitions (*Defined words are printed in italics throughout the Ordinance.*)

As used in this Ordinance, the following words and terms shall have the following meanings:

- (A) **Adopted Code(s)** means the Fire Code and related Ordinances adopted by the *District*.
- (B) **Alarm Initiating Device** means a device that is designed to provide a signal, either manually or automatically, to the *Fire Alarm System* as a result of the activation of a fire sprinkler and/or suppression system or from the presence of smoke and/or fire.
- (C) **Enforcement Official** means the *District's* Fire Code Official or his/her designated representative.
- (D) **District** means Travis County Emergency Services *District* No. 5 – Manchaca Fire Rescue.
- (E) **False Fire Alarm** means the activation of any *Fire Alarm System* which results in a response

by first responders and which is caused by a failure to properly install, maintain or repair the *Fire Alarm System*, the negligence or intentional misuse of the *Fire Alarm System* by the *Owner*, its employees, agents, or any other activation of a *Fire Alarm System* not caused by heat, smoke or fire.

- (F) **Fee** means the assessment of a monetary charge payable to the *District*, as provided in this Ordinance, to defray the expenses of responding to a False Alarm or *Nuisance Fire Alarm*.
- (G) **Fire Alarm Activation Report** means a document issued by the *Enforcement Official* indicating that the activation was determined to be the result of a fire alarm activation due to fire, a *Nuisance Fire Alarm* or a *False Fire Alarm*.
- (H) **Fire Alarm Business** means any individual, partnership, corporation or other entity that is appropriately licensed or registered in the state of Texas and installs, causes to be installed, permits to be installed, alters, maintains, repairs, replaces or services (including *Runner Services*) any Fire Alarm System.
- (I) **Fire Alarm System** means a system or portion of a combination system consisting of components and circuits arranged to monitor and annunciate the status of fire alarm or supervisory signal-initiating devices and to initiate the appropriate response to those signals.
- (J) **Fire Watch** means a *Person* or *Persons* approved by the *Enforcement Official* who is/are assigned to the *Premises* for the purpose of protecting the occupants from fire or similar emergencies. A *Fire Watch* may involve special action beyond normal staffing, such as assigning an additional security guard(s) to walk the *Premises*, who has been specially trained in fire prevention and in the use of fire extinguishers, in notifying Emergency Services, in sounding the *Fire Alarm System* located on the *Premises*, and in understanding the particular fire safety situation.
- (K) **MFR** means the *District* (Manchaca Fire Rescue).
- (L) **Monitored System** means the process by which a *Fire Alarm Business* receives signals from a *Fire Alarm System* and notifies emergency responders.
- (M) **Owner** means any *Person* who owns the *Premises* in which a *Fire Alarm System* is installed, a tenant of the *Premises*, or a *Person* who occupies the *Premises* pursuant to an agreement with the *Owner*, or an agent thereof.
- (N) **Person** means an individual, corporation, limited liability company, partnership, limited partnership, and any other form of entity organized pursuant to law.
- (O) **Premises** means any building, structure or combination of buildings and structures including dwelling units such as single-family, multi-family or any other area within a building, structure or combination thereof which is used for any purpose, wherein a *Fire Alarm System* is installed.
- (P) **Qualified Fire Alarm Technician** means any *Person* who is licensed as a Fire Alarm Technician, Fire Alarm Planning Superintendent, or Residential Fire Alarm Superintendent who inspects, installs, repairs, or performs maintenance on Fire Alarm Systems.

- (Q) **Record of Completion** means the completion of a form substantially the same as a *Record of Completion* form included in the National Fire Protection Association's National Fire Alarm Code (NFPA 72).
- (R) **Registration** means the notification by an *Owner* to the *District* that a *Fire Alarm System* has been installed and is in use.
- (S) **Report of Service/Repair** means appropriate documentation in a format acceptable to the *Enforcement Official* that verifies proper repairs or maintenance of the *Fire Alarm System* have been performed by a *Qualified Fire Alarm Technician*.
- (T) **Runner Services** means the service provided by a runner at the *Premises*, including resetting and silencing of all equipment transmitting fire alarm or supervisory signals to an off- *Premises* location.
- (U) **Serve** means hand-delivery of written notification by a representative of the *District* to the *Owner* of the *Premises* to which the *District* responded as the result of a *Fire Alarm System* activation. In the event the *Owner* fails to respond to the *Premises* within one (1) hour, *Serve* shall mean placing the notice, form or other written communication in the United States mail, postage prepaid, addressed to the *Owner*.

SECTION 3. Registration of Fire Alarm System

- (A) A one-time *Registration* shall be required for a *Fire Alarm System* and whenever a Fire Alarm Installation Certificate is prepared, in accordance with Adopted Codes.
- (B) The *Owner* shall be required to re-register whenever there is a change in the *Fire Alarm Business* responsible for maintaining, servicing and/or monitoring the Fire Alarm System.
- (C) *Registrations* shall not be transferable from one Premise to another or from one *Owner* to another.
- (D) Every *Fire Alarm Business* shall notify the *District* of the existence of a *Fire Alarm System* prior to the *Fire Alarm System* being put into operation. It shall be the responsibility of the installing *Fire Alarm Business* to provide the *Owner* with notice of the obligations of this Ordinance, a *Registration* form and a copy of the *Fire Alarm System* operation instructions in accordance with *Adopted Codes*, and the Fire Alarm System's manufacturer's instructions.
- (E) The *Registration* form shall include the following information:
 - (1) The name(s), address of the *Premises*, mailing address (if different from the address of the *Premises*), business and home telephone number of the *Owner* of the *Premises* where the *Fire Alarm System* is installed;
 - (2) The name, address and telephone number of a minimum of two (2) *Persons* who can be notified by the *Enforcement Official*, in the vent of the activation of the Fire Alarm

System, who shall be capable of responding to the *Premises* within one (1) hour, and who are authorized to enter the *Premises* to ascertain the status thereof;

- (3) The name, address and telephone number of the *Fire Alarm Business* which has contracted to service the *Fire Alarm System* and proof of proper state licensing. Proof of proper state licensing may be a valid state licensing number.
 - (4) The date the *Registration* is signed or the *Fire Alarm System* is placed in operation for any reason; and
 - (5) Any other documentation that is required by *Adopted Codes*.
- (F) A change in any of the information required in Section 3(E)(1), or 3(E)(2), or 3(E)(3) shall be reported to the *Enforcement Official* by the *Owner* within fifteen (15) days of the *Owner* becoming aware of such change.
- (G) The *Owner* shall complete and deliver the *Fire Alarm System Registration* in the required format to the *Enforcement Official* before the *Fire Alarm System* is activated or placed into service. The *Fire Alarm Business*, when authorized by the *Owner*, may assist the *Owner* in providing the submission of the *Fire Alarm Registration* to the *Enforcement Official*.

SECTION 4. System Certification

- (A) A newly installed or re-certified commercial *Fire Alarm System* that complies with this Ordinance and *Adopted Codes* shall be approved by the *Enforcement Official*. Such *Fire Alarm System* must be certified by a *Qualified Fire Alarm Technician* to be in compliance with this Ordinance and *Adopted Codes* using Form SF035 (Fire Alarm Installation Certificate) promulgated by the Texas Department of Insurance and the State Fire Marshal's Office.

SECTION 5. Inspection, Testing and Maintenance

- (A) The *Owner* shall ensure that all *Fire Alarm Systems* are inspected and tested at least once per year in accordance with *Adopted Codes*.
- (B) The *Owner* shall ensure that all *Fire Alarm Systems* are periodically maintained per manufacturer specifications and *Adopted Codes*.

SECTION 6. Fire Alarm Activation; Response

- (A) The *Owner* shall be responsible for the activation of a *Fire Alarm System*.
- (B) A response to the activation of a *Fire Alarm System* occurs when any agent of the *District* is dispatched to the *Premises* where the *Fire Alarm System* has been activated.
- (1) At the time of response, the *Enforcement Official* may notify any *Person* identified in the *Registration* required pursuant to Section 3(E)(1-3) of the activation of the *Fire Alarm*

System and may require such *Person* to respond to the *Premises*.

- (2) In the event the *Fire Alarm System* is a *Monitored System*, it is the responsibility of the company monitoring the *Fire Alarm System* to notify any *Person* identified in the *Registration* at the request of the *Enforcement Official*.
 - (3) In the event a residential *Fire Alarm System* is a *Monitored System*, it is the responsibility of the *Fire Alarm Business* to offer the *Owner* the option to verify the *Fire Alarm* signal before dispatch, as allowed by *Adopted Code*.
 - (4) In the event a residential *Fire Alarm System* is a *Monitored System*, it is the responsibility of the *Fire Alarm Business* to forward cancellation of a *Fire Alarm* signal to the Austin Fire Department Dispatch Center.
- (C) The agent of the *District* who responded to the *Premises* or the fire code official shall *Serve* the *Owner* with a *Fire Alarm Activation Report*.

SECTION 7. False Fire Alarm Resulting from Defect or Disrepair

- (A) In the event the activation of a *Fire Alarm System* is determined by the *Enforcement Official* to be caused by mechanical or electrical failure or malfunction, improper installation, or a lack of proper maintenance, the *Owner* shall be *Served* with a *Fire Alarm Activation Report* by an agent of the *District*, indicating such determination.
- (1) The *Owner* shall return a completed *Report of Service/Repair* within fifteen (15) calendar days after receipt of the *Fire Alarm Activation Report* to verify that:
 - (a) the *Fire Alarm System* has actually been examined by a *Qualified Fire Alarm Technician*; and
 - (b) a bona fide attempt has been made to identify and correct any defect of design, installation or operation of the *Fire Alarm System* which is identifiable as the cause of the subject response.
 - (2) Failure to return a *Report of Service Repair* within said fifteen (15) day period, which is reasonably satisfactory to the *Enforcement Official*, shall result in assessment against the *Owner* of a *Fee* (see Appendix A – *Fee Schedule*).

SECTION 8. Service Fees

- (A) The provisions of this Section 8 shall not apply to any newly installed *Fire Alarm System* that has timely been registered pursuant to Section 3 of this Ordinance for a period of forty-five (45) calendar days after the date of installation, but shall apply from and after the expiration of the initial forty-five (45) day period following installation.
- (B) A *Fee* is due and payable thirty (30) days after the issuance of notice of the *Fee* to the *Owner*.

(C) *False Fire Alarm*

- (1) No *Fee* shall be assessed for the first six (6) *False Fire Alarms* at the same *Premises* responded to by MFR during each calendar year. Thereafter, the *Owner* shall Pay a *False Fire Alarm Fee* for each *False Fire Alarm* responded to by MFR at the same *Premises* during such calendar year, except when the *Fire Alarm Business* is responsible for the *False Fire Alarm* pursuant to Section 8(C)(2) of this Ordinance.
- (2) The *Fire Alarm Business* shall be assessed a *Fee* if the *Enforcement Official* determines that a *False Fire Alarm* was directly caused by an onsite employee or representative of the *Fire Alarm Business*. In such event, no *False Fire Alarm* shall be counted against the *Owner* (see Appendix A – *Fee Schedule*).
- (3) *False Fire Alarms* activated by any components connected to the *Fire Alarm System* shall be included in computing the total number of *False Fire Alarms* for purposes of this Section 8.
- (4) The activation of a *Fire Alarm System* will not be considered a *False Fire Alarm* if the alarm is activated due to malicious causes beyond the control of the *Owner*.

SECTION 9. Remedies and Penalties

- (A) The *Fee(s)* payable for *False Fire Alarms*, failure to timely return a *Report of Service Repair*, , and for a *False Fire Alarm* caused by a *Fire Alarm Business* are set forth in Appendix A – *Fee Schedule*.
- (B) The *Enforcement Official* has the authority to order a *Fire Watch* in accordance with *Adopted Codes*, due to repetitive *False Fire Alarms*, until corrective action is taken. In addition, the *Enforcement Official* may, by written notice to the *Owner* of the *Premises*, revoke the occupancy certificate for the *Premises* and order the *Premises* to be vacated and the *Fire Alarm System* to be placed in test mode until proof of corrective action reasonably approved by the *Enforcement Official* has been submitted to the *Enforcement Official*. for any of the following reasons:
 - (1) Failure to timely meet all requirements or pay a *Fee* payable as provided in this Ordinance;
 - (2) A fourth *False Fire Alarm* at a *Premises* resulting from the failure of the *Owner* to take corrective action to eliminate the cause of the *False Fire Alarm*; or
 - (3) The failure of a *Person* notified pursuant to Section 3(E)(2) and Section 6(B)(1) of this Ordinance to appear within one (1) hour after being notified to respond, if such failure to timely response occurs four or more times within a calendar year.
- (C) A written notice of an action required by the *Enforcement Official* pursuant to Section 9(B) of this Ordinance shall be hand-delivered or mailed by certified mail, return receipt requested to the *Owner* and shall, as applicable, specify the date on which the *Owner* shall be required to have the *Fire Alarm System* placed in test mode and the *Premises* vacated. This date shall be at

least fifteen (15) calendar days after the date the notice is mailed to the *Owner*. The *Owner* may appeal the order of the *Enforcement Official* pursuant to Section 10 of this Ordinance.

- (D) A vacation of the *Premises* may be ordered pursuant to this Section 9, if a *Fire Watch* is first ordered by the *Enforcement Official* and the *Owner* fails or refuses to provide for a *Fire Watch* or to pay the applicable fee therefor. If the *Enforcement Official* orders a *Fire Watch* to be implemented, the *Fire Watch* will continue until the *Fire Alarm System* has been returned to service and a fire alarm test performed by the *Fire Alarm Business* is witnessed by the *Enforcement Official*. Duties of the *Fire Watch* are provided in Section 403.11.1.2 of the District's Fire Code.
- (E) The *Owner* is responsible for paying the *District* the applicable *Fee* for a *Fire Watch* as provided in Ordinance No. 2025-08-14-02, as may be amended from time to time, establishing *Fees* in connection with the *District's Fire Code*.
- (F) The *Enforcement Official* shall have the authority to direct the *Owner* of the *Premises* to silence an activated Fire Alarm System, have corrective action taken, and thereafter reset the Fire Alarm System.
- (G) It is a Class C misdemeanor offense, punishable by a fine of up to \$500 to:
 - (1) fail to timely register a *Fire Alarm System* or report a change in a *Fire Alarm System* as required by Section 3 of this Ordinance;
 - (2) provide false information in a report required to be submitted to the *District* pursuant to this Ordinance; or
 - (3) fail to pay a *Fee* on or before 90 days after the later of: (i) the date notice is provided to the *Owner* of the obligation to pay the *Fee*, or the date notice of a decision regarding a timely appeal of such *Fee* has been mailed to the *Owner*.

SECTION 10. Appeals

- (A) An *Owner* or *Fire Alarm Business* may timely appeal the assessment of a *Fee* or other action of the *Enforcement Official* pursuant to Section 9 of this Ordinance to the *Enforcement Official*. An appeal is timely submitted when a written statement of the *Fee* or other action appealed and the reason the *Fee* or other action is disputed is submitted to the District's administrative offices and the appeal *Fee* is paid not later than fifteen (15) days after the date the *Enforcement Official* provides notice of the disputed *Fee* or other action. **(See Appendix A – Fee Schedule, for appeal Fee).** An appeal *Fee* will be returned to the *Owner* or *Fire Alarm Business* if the appeal is upheld. The timely filing of an appeal with the *Enforcement Official* stays the assessment of the *Fee* and any other action required by the *Enforcement Official* pursuant to Section 9 of this Ordinance until the *Enforcement Official* makes a final decision. The *Enforcement Official* or their designee shall review the facts and circumstances and shall determine whether the *Owner* has shown good cause why the *Fee* or other order should be withdrawn, and shall provide written notice of such decision. If the *Enforcement Official* affirms the *Fee* or order, the *Owner* shall have

fifteen (15) days after the date the written decision is mailed or hand-delivered to the *Owner* to comply with the order.

SECTION 11. Reconnection of Fire Alarm System

- (A) A *Fire Alarm System*, ordered to be placed in test mode, may be only taken out of test mode upon a finding by the *Enforcement Official* that the *Owner* of the *Premises* has taken corrective action to remedy the cause of the *False Fire Alarms* or *Nuisance Fire Alarms* at the *Premises*. The *Owner* shall have the burden of showing what corrective action has been taken before a *Fire Alarm System* may be taken out of test mode that was ordered by the *Enforcement Official*.
- (B) The *Enforcement Official* shall have the right to inspect the *Fire Alarm System* and test it prior to approving the discontinuation of a *Fire Watch* or the removal from test mode that had been ordered by the *Enforcement Official*.
- (C) A reconnection *Fee* as provided in Appendix A – *Fee Schedule* shall be payable by the *Owner* before the *Fire Alarm System* is placed back in normal operating status.
- (D) The *Enforcement Official* shall not approve removal of a *Fire Alarm System* from test mode or discontinuation of the *Fire Watch* if the *Owner* has failed to pay any *Fee* pursuant to this Ordinance.

SECTION 12. Confidentiality

Any information regarding a *Fire Alarm System* supplied to the *District* shall not be disclosed by the *District* except to its employees and contractors with a need to know to perform their duties, except as may be required pursuant to applicable law.

SECTION 13. Government Immunity

Registration of a *Fire Alarm System* is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of an emergency response by the *District*. Any and all liability resulting from the failure to respond to a notification is hereby disclaimed and applicable immunity as provided by law is retained. When registering a *Fire Alarm System*, the *Owner* acknowledges that the *District's* response may be based on factors such as: availability of fire apparatus, priority of calls, weather conditions, traffic conditions, emergency conditions and staffing levels. The *District*, its officers, employees and agents shall not assume any duty or responsibility for the installation, maintenance, operation, repair or effectiveness of any privately-owned *Fire Alarm System*, those duties or responsibilities being solely those of the *Owner* of the *Premises*.

SECTION 14. Severability


Should any provision of this Ordinance be held to be void or unenforceable, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Commissioners hereby declares that each provision of this Ordinance is severable and that the Board of Commissioners would have adopted this Ordinance and each provision included herein irrespective of the fact that any one or more of such provisions

be declared void or unenforceable.

SECTION 15. Effective Date

This Ordinance shall be effective on October 1, 2025.

Passed and Approved the 11th day of September, 2025.



Reed Boyd
President
Travis County Emergency Services *District 5*

APPENDIX A

FEE SCHEDULE False Fire Alarms

DESCRIPTION	REFERENCE	FEE
Failure to return a Report of Service/Repair	7(A)(1) & (2)	250.00
False Fire Alarm caused by on-site Alarm Company Employee	8(C)(2)	125.00
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1 st – 6 th False Fire Alarm	8(C)	0.00
7 th False Fire Alarm	8(C)	100.00
8 th False Fire Alarm	8(C)	200.00
9 th False Fire Alarm and above	8(C)	300.00
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Appeal Fee	10(A)	25.00
Reconnection Fee	11(D)	25.00