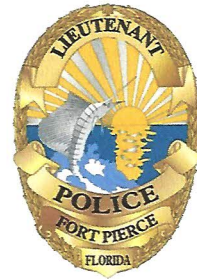



Fort Pierce Police Department


"In Honor We Serve"


Diane Hobley-Burney, Chief of Police

Interoffice Memorandum



To: Chief Diane Hobley-Burney 

Thru: Deputy Chief Frank Amandro 

From: Lt. Chris Bender 

Date: October 5, 2015

Subject: Alarm Ordinance Revision and Request for Conference Agenda Item

As you are aware, at the July conference agenda, we presented to the City Commission, a new proposal for our current alarm ordinance. The Commission requested several changes to the ordinance prior to its implementation. I have worked with Karen Emerson (Assistant City Attorney) and developed a new revised ordinance (attached) that incorporates the Commission's requested changes.

A brief synopsis of these changes are as follows:

1. Section 14-24 (j)

Owners, managers, or lessees, or agents of any alarm system within the city that has received notice of having had 3 or more false alarms in a one year period shall obtain from a licensed alarm company an inspection report, in a form acceptable to the Alarm Administrator, that identifies the reason for the false alarms and that the issue has been fixed/resolved. This inspection report shall be provided to the third party alarm administrator as well as the city's designated Alarm Administrator within 30 days of receiving notice of the third false alarm. Failure to comply with this provision shall result in a fine of \$50 in addition to the false alarm response fine due.

2. Section 14-24 (k)

Owners, managers or lessees, or agents of any alarm system may take an "Alarm User Awareness Class" (as offered by the county's third party alarm administrator) in lieu of paying the \$50 fee for a second false alarm violation. This class may only be taken once, can only be applied to the second false alarm fee (\$50), and must be successfully completed by the owners, managers or lessees, or agents of any alarm system. Proof of successful completion of the class as offered by the third party administrator must be provided by the owners, managers or lessees, or agents of any alarm system to (sic) the city's designated Alarm Administrator within 60 days of the false alarm.

3. Section 14-25 (b)(i)

The service charges were amended to the following:

Alarm within 12 months	Fire/Rescue	Law Enforcement (Commercial)	Law Enforcement (Residential)
First	\$0	\$0	\$0
Second	\$200	\$100	\$50
Third	\$300	\$200	\$100
Fourth	\$500	\$400	\$150
Fifth and Subsequent	\$500	\$500	\$200

4. Section 14-25 (c)

An alarm user may appeal assessment of the fine(s) to the city's designated Alarm Administrator by filing a written request for review setting forth the reasons for the appeal within fourteen (14) calendar days of the date of the notice of the assessed fine(s). The failure to file a request for an appeal within this time period shall constitute a waiver of the right to contest the assessment of the fine(s). The city's Special Magistrate shall serve as the Hearing Officer for all appeal hearings under this section. The filing of a request for an appeal shall stay the assessment of the fine(s) until the Hearing Officer renders a final decision. Upon receipt of a timely written request for an appeal, a hearing will be scheduled before the Special Magistrate. Notice of the hearing will be sent to the alarm user after receipt of the request for appeal. The Special Magistrate shall conduct a hearing and consider the evidence presented pursuant to Chapter 162, Florida Statutes. At the conclusion of the hearing, the Special Magistrate shall issue findings of fact, based upon the evidence presented, and conclusions of law, and shall issue a written order. The Special Magistrate's decision is subject to review in the circuit court by proceedings in the nature of certiorari.

Mrs. Emerson states that we must request another Conference Agenda meeting with the Commission to receive their approval of these changes. If you approve I will submit this request to the Commission. If these changes are accepted by the Commission then we must begin to work through evaluating the current contract the County has with the third party administrator (CryWolf). If you have any questions or concerns please let me know.