

**AN ORDINANCE OF THE CITY OF ORLANDO, FLORIDA,
RELATING TO REGISTRATION AND FALSE ALARMS;
AMENDING CHAPTER 41, ARTICLE I, SECTION 41.02;
AMENDING CHAPTER 41, ARTICLE II, SECTIONS 41.07
& 41.12, OF THE CODE OF THE CITY OF ORLANDO,
FLORIDA; PROVIDING FOR SEVERABILITY,
CODIFICATION, CORRECTION OF SCRIVENER'S
ERRORS, AND AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ORLANDO,
FLORIDA:**

WHEREAS, the Florida Legislature has amended s. 553.793, F.S., defining “wireless alarm systems” to mean a burglar alarm system or smoke detector that is not hardwired; and

WHEREAS, the Florida Legislature has specifically stated that “a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system”; and

WHEREAS, the City of Orlando wishes to ensure the City Code accurately reflects this change to the law; and

WHEREAS, in addition to over 5,000 residential false alarms, the City of Orlando Police Department responded to over 9,000 commercial false alarms in 2015 at substantial cost to the City of Orlando; and

WHEREAS, the City of Orlando Police Department must divert officers from proactive enforcement operations to respond to commercial false alarms, most of which are the result of improper installation or operator error; and

WHEREAS, the City of Orlando wishes to provide a financial incentive for commercial users to correct faulty alarm systems, properly train their operators, and to hold multiple offenders responsible for the cost of responding to false alarms.

**SECTION ONE: CHAPTER 41, ARTICLE I, SECTION 41.02, AMENDED.
Section 41.02, Code of the City of Orlando, Florida, is hereby amended as follows:**

Sec. 41.02. - Definitions.

- (1) *Adopted Code(s)* means code including but not limited to Chapter 24, Code of the City of Orlando; National Fire Protection Alarm and Signaling Code (NFPA 72); the National Fire Protection Association Life Safety Code 101 (NFPA 101); and the Florida Administrative Code Section 69A-48.
- (2) *Alarm Company* means a person, partnership or corporation in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, moving or installing an alarm system at an alarm site.

- (3) *Alarm Coordinator* means the person within the Orlando Police Department designated to administer, control, and maintain records; review false alarm reduction efforts; and administer the provisions of this chapter.
- (4) *Alarm Registration* means authorization granted by the Enforcement Official or Alarm Coordinator to an Alarm User to operate an Alarm System. The registration shall serve as notification by an Alarm User that an Alarm System has been installed and is or will be in use at an Alarm Site.
- (5) *Alarm Site* means a single fixed premises or location, or a multi-tenant location, served by an alarm system or systems. Each unit, if served by a separate alarm system in a multiunit building or complex, shall be considered a separate alarm site.
- (6) *Alarm System* means any mechanical, electrical, or radio-controlled device or system which is designed to emit, transmit or relay a signal or message and which, when activated, is intended to summon, or that would reasonably be expected to summon, police, fire or emergency medical services of the City of Orlando including, but not limited to, local alarms. Alarm system does not include:
- (a) An alarm installed on a vehicle, unless the vehicle is permanently located at a site; or
 - (b) An alarm designed to alert only the inhabitants of a premise, and which does not constitute a local alarm.
- (7) *Alarm-User* means person, partnership, corporation or any other entity which has contracted for monitoring, repair, installation, or maintenance service from an alarm installation company or monitoring company for an Alarm System, or who owns or operates an Alarm System which is not monitored, maintained, or repaired under contract.
- (8) *Automatic Voice Dialer* means any electrical, electronic, mechanical, or other device capable of being programmed to send a prerecorded voice or data message, when activated, over a telephone line, radio or other communication system, to the Orlando Police or Fire Department requesting dispatch.
- (9) *Cancellation* means the process where police response is terminated after an alarm dispatch request has been received and the alarm company notifies the Orlando Police Department that there is not an existing situation at the alarm site requiring police response. If cancellation occurs prior to police arriving at the alarm site or within 10 minutes of the initial alarm dispatch, this is not a false alarm. Cancellation shall not apply to an alarm dispatch involving domestic violence or to any fire or emergency medical alarm systems.
- (10) *Chemical Alarm* means an alarm that emits smoke, gas, pepper spray, or other noxious chemicals or vapors upon activation.
- (11) *Dispatch Request* means a notification to the Orlando Police or Fire Department that an alarm, either manual or automatic, has been activated at a particular alarm site.
- (12) *Enforcement Official* means the City of Orlando representative designated by the Fire Chief to administer this chapter and control and maintain records involving false fire or emergency medical alarms.

- (13) *False Alarm* means the activation of an alarm system signal or message which elicits notification to and response by the Orlando Police or Fire Departments when there is no evidence of a crime, fire, medical emergency or other activity which warrants a call for immediate police, firefighting or emergency medical assistance. This may include, but is not limited to, an alarm discovered by a police officer or firefighter before notification of an alarm from a monitor or from a local alarm system that is not monitored.
- (14) *False Alarm Notice* means written notification provided at an alarm site by the Orlando Police Department notifying an alarm user that a False Alarm has occurred at the premises.
- (15) *Fee* means the assessment of a monetary charge payable to the City of Orlando, authorized pursuant to this chapter, to defray the expenses of responding to a false alarm.
- (16) *Fire Alarm Incident Report* means a document issued by the Enforcement Official indicating that the activation was deemed to be the result of fire alarm activation due to fire, a Nuisance Fire Alarm, or a False Fire Alarm.
- (17) *Fire or Emergency Medical Alarm* means a system or portion of a combination system consisting of components and circuits arranged to monitor and annunciate the status of fire or a medical emergency or supervisory signal initiating devices which are intended to summon fire or emergency medical services of the City of Orlando.
- (18) *Fire Watch* means an individual(s) designated by the Enforcement Official to the Premises for the purpose of protecting the occupants from fire or similar emergencies. A Fire Watch may involve at least some 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 the fire department, in sounding the fire alarm located on the premises, and in understanding the particular fire safety situation.
- (19) *Holdup Alarm* means a silent or audible alarm signal generated by the manual activation of a device intended to signal a robbery in progress.
- (20) *Intrusion Alarm* means a panic or other alarm intended to summon the police, which is designed either to be initiated purposely by a person or by an alarm system that responds to a stimulus characteristic of unauthorized intrusion.
- (21) *License* means a license issued by the State of Florida pursuant to Chapter 489, Florida Statutes, to an alarm company or monitoring company to sell, install, monitor, repair, or replace alarm systems.
- (22) *Local Alarm* means an alarm system which is not monitored, emits a signal at an alarm site, and is audible or visible from the exterior of a structure.
- (23) *Low-voltage alarm system project* means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in § 489.505, Fla. Stat., that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, Current Edition, and ancillary components or equipment attached to such a system, including, but not limited to, home-automation equipment, thermostats, and video cameras.
- (24) *Monitoring Company* means a person, partnership, or association in the business of providing monitoring services for alarm systems.

- (25) *Owner* shall mean any person or legal entity who owns the premises in which an alarm system is installed or the person or persons who lease, operate, occupy or manage the premises if such person or persons are responsible for the installation or maintenance of such alarm system.
- (26) *Person(s)* means an individual, partnership, corporation, association or similar entity.
- (27) *Premises* shall mean any building, structure or combination of buildings and structures which serve as dwelling units such as single-family, multi-family or any other area with a building, structure or combination thereof which is used for any purpose and is served by an Alarm System.
- (28) *Qualified Fire or Intrusion Alarm Technician* means any person who inspects, installs, repairs or performs maintenance of fire or intrusion alarm systems, is licensed by the State of Florida, and possesses a Burglary Alarm System Agent (BASA) or Fire Alarm System Agent (FASA) certification as required by state statute (or works under the license of an alarm contractor). For fire alarms, this person shall be preferred to be factory trained and certified and hold a National Institute of Certification in Engineering Technologies (NICET) in fire alarms.
- (29) *Record of Completion* means a document that acknowledges the features of installation, operation, performance, service, and equipment with representation by the property owner, system installer, system supplier, service organization, and the City of Orlando Fire Department.
- (30) *Report of Service/Repair* means documentation in a format acceptable to the Enforcement Official or Alarm Coordinator, or designee, that verifies proper repairs or maintenance have been performed by a Qualified Fire or Intrusion Alarm Technician including, but not limited to: work orders, service tickets, battery purchase, or documentation from a licensed contractor.
- (31) *Responder* means an individual capable of reaching an alarm site, within one hour for a fire or medical alarm and within thirty minutes for an intrusion alarm, upon receiving notice that an alarm dispatch request has been requested for an alarm site; and who can provide access and is authorized to enter the premises to ascertain the status thereof, including resetting and silencing of all equipment.
- (32) *Verify* means an attempt, as required by section 489.529, Florida Statutes, by the monitoring company to contact the alarm site by telephonic or other electronic means, whether or not actual contact with a person is made, to determine whether an alarm signal is valid before requesting police dispatch to an alarm site.
- (33) *Warning Notice/Letter* means a notification provided to the owner or person in charge of an alarm site by the Orlando Police or Fire Departments for false alarms when it is determined there is no evidence of a crime, fire, medical emergency or other activity which warrants a call for immediate police, fire or emergency medical assistance due to system malfunction or when no reason can be determined for the false alarm. The warning letter will require the alarm system be inspected and serviced within five working days for fire or medical alarms and within thirty days for intrusion alarms, with written documentation submitted to the Enforcement Official or Alarm Coordinator certifying the system is in working order. Warning Notice and Warning Letter shall have the same meaning.

- (34) Wireless Alarm System means a burglar alarm system or smoke detector that is not hardwired.

SECTION TWO: CHAPTER 41, ARTICLE II, SECTION 41.07, AMENDED.
Section 41.07, Code of the City of Orlando, Florida, is hereby amended as follows:

Sec. 41.07. - Alarm Installation Companies.

- (1) Alarm installation companies shall obtain a permit for each new alarm system installed within the City limits and pay the ~~a \$15.00~~ fee at the time of issuance of the permit. City Council will set the fee by resolution, in an amount not to exceed the amount set by s. 553.793, Fla. Stat., for low voltage security alarm systems. Failure to obtain a permit will result in a fine to be assessed as set forth in section 41.12 of this Code.
- (2) In order to obtain a permit, alarm installation companies shall:
 - (a) provide written and oral instructions to each of its alarm users on how to properly use and operate the alarm systems, including instructions necessary to enable and disable the alarm systems and the practices to utilize in order to avoid activating a false alarm;
 - (b) possess a license pursuant to Chapter 489, Florida Statutes;
 - (c) only utilize alarm control panels which meet current ANSI/SIA Control Panel Standards; and
 - (d) only install dual technology or better type motion and glass break detectors.
- (3) Wireless alarm systems are excluded from the permitting requirements of this section.
- (4) The City Council may change the amount of the all fees and fines in this section by resolution.

SECTION THREE: CHAPTER 41, ARTICLE II, SECTION 41.12, AMENDED.
Section 41.12, Code of the City of Orlando, Florida, is hereby amended as follows:

Sec. 41.12. - Fines.

- (1) An alarm user shall be subject to fines, based on the number of false alarms within a 12-month period, calculated from the date of the first false alarm. City Council will set the fines by resolution.
 - ~~(a) False alarm fines will be assessed as follows:~~
 - ~~(i) Residential~~

Number of False Alarms	Fine
1 to 3	No Fine
4 to 6	\$50.00 per false alarm
7 or more	\$100.00 per false alarm
 - ~~(ii) Commercial~~

Number of False Alarms	Fine
1 or 2	No Fine

~~3 or 4 \$50.00 per false alarm~~~~5 or more \$100.00 per false alarm~~

- (b) An alarm user or responder who refuses to respond to the alarm site when requested to do so by Police personnel, shall be assessed a fine, as set by resolution, of ~~\$50.00~~ per dispatch request. The Alarm Coordinator shall waive this fine if: the Orlando Police Department is unable to contact any persons to respond to the alarm site; when the alarm user or responder is at a distance greater than 50 miles from the alarm site; when the alarm user or responder is unable to respond to the alarm site due to a medical emergency; or any other situation in which sufficient, reliable evidence is presented to the Alarm Coordinator demonstrating an alarm user's or responder's inability to respond to the alarm site.
 - (c) Any person operating an alarm system which is not registered as required by this Chapter shall be assessed a fine, as set by resolution, of ~~\$50.00~~ per dispatch request. The Alarm Coordinator shall waive this fine if the alarm user submits a complete registration application within 10 days of the first false alarm.
 - (d) Any person failing to disclose the use of a chemical alarm shall be assessed a fine, as set by resolution, of ~~\$150.00~~ per dispatch request.
- (2) Alarm installation companies shall be subject to the following fines, in an amount set by resolution:
 - (a) An alarm installation company shall be assessed a fine of ~~\$100.00~~ for failing to obtain a permit for each new alarm system installed within the City limits, except for wireless alarm systems.
 - (b) An alarm installation company shall be assessed a fine of ~~\$150.00~~ for each false alarm caused by an alarm installation company's technician. In these cases, a false alarm will not be counted against an alarm user.
 - (c) An alarm installation company shall be assessed a fine of ~~\$200.00~~ if the Alarm Coordinator determines that an alarm installation company knowingly made a false statement concerning the inspection, performance, or repair of an alarm system at an alarm site.
 - (d) Unlicensed or improperly licensed alarm installation companies found to be selling, providing, installing, servicing, or monitoring alarm systems within the City limits shall be assessed a fine of ~~\$250.00~~ per alarm system, and will be issued a Cease and Desist Order issued from the Orlando Police Department requiring immediate cessation of all such activities.
- (3) Monitoring companies shall be subject to the following fines, in an amount set by resolution:
 - (a) A monitoring company shall be assessed a fine of ~~\$150.00~~ for each failure to verify an alarm system signal as required by section 489.529, Florida Statutes.
 - (b) A monitoring company shall be assessed a fine of ~~\$150.00~~ for each dispatch to an alarm site known by the monitoring company at the time of the dispatch call to be a false alarm.

- (c) A monitoring company shall be assessed a fine ~~of \$150.00~~ for each dispatch to an incomplete address, including, but not limited to omitted apartment or suite numbers, or a business name.
- (d) A monitoring company shall be assessed a fine ~~of \$150.00~~ for failing to disclose the use of a chemical alarm or other known hazard at the alarm site when Police respond to that alarm site.
- (4) Automatic Voice Dialers. A person shall be assessed a fine ~~of \$150.00~~ for installing, maintaining, operating or using an automatic voice dialer.
- (5) All false alarm fines assessed are due and payable within 30 days from the date of invoice.
- (6) The City shall collect outstanding fees and fines pursuant to Section 1.08 of the City Code.
- (7) The City Council may change the amount of the all fees or fines in this section by resolution.

SECTION FOUR: SEVERABILITY. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION FIVE: CODIFICATION. The City Clerk and the City Attorney shall cause the Code of the City of Orlando, Florida, to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION SIX: SCRIVENER'S ERROR. The City Attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the City Clerk.

SECTION SEVEN. EFFECTIVE DATE. This ordinance takes effect immediately upon final passage.

ADVERTISED on the _____ day of _____, 2016.

READ FIRST TIME on the _____ day of _____, 2016.

READ SECOND TIME AND ADOPTED on the _____ day of _____, 2016.

CITY OF ORLANDO, FLORIDA

Buddy Dyer, Mayor

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ATTEST:

Amy Iennaco, Interim City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the
City of Orlando, Florida, only.

_____, 2016.

City Attorney/Assistant City Attorney
Orlando, Florida

Print Name