# Memorandum

MIAMI-DADE COUNTY

**Date:** March 4, 2008

Supplement to Agenda Item No. 7(F)

**To:** Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

**From:** George M. Burgess
County Manager

**Subject:** Supplemental Information to Ordinance Amending Article III, Chapter 14, Code of Miami-Dade County, Florida, related to Maintenance Requirements for Fire Alarm and Fire Sprinkler Systems

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This supplemental report is provided as a response to questions raised by Board Members at the January 17, 2008 Health and Public Safety Committee. The proposed amendments to Chapter 14 are intended to ensure the heath and public safety of the residents in Miami-Dade County that occupy residential and commercial buildings, and to create an enforcement structure that would address increasing number of alarm system failures due to a lack of maintenance. More than 5,000 system failures have been reported or discovered through annual inspection of these buildings. There is inherent risk to lives and safety when fire protection systems fail to perform as designed. A preventive program will dramatically reduce these risks.

***What is the cost for a typical business to achieve compliance with the new code requirements?***

The Miami-Dade Fire Department (MDFD) has surveyed approximately 100 alarm contractors within its jurisdiction, and has confirmed that these companies offer a variety of contracting options that will meet the proposed requirements of this ordinance. The contracts generally fall into two categories: full service agreements and basic service agreements. In the case of a full service agreement, a company would assess the size and type of alarm system, to determine the level of risk for the system, and enter into a scheduled service agreement for a price based on that assessment. For a basic service agreement, the company would offer a fee schedule for the variety of services they offer and enter into a service agreement to which that pre-negotiated price list would be attached.

Costs for services already required by code, such as monitoring or the cost of the annual alarm report, may be included in the service agreement at no additional expense. In addition, the response time for technicians under contract to respond to alarm malfunctions calls is typically less than 2 hours. In most cases, malfunctions can be corrected on the call and significantly reduce the need for a firewatch order.

**Sample Costs for Service Agreements:**

For a typical three story apartment building with five apartments per floor, or for a retail business where an alarm system is required by code, approximate costs for service agreements are:

- For a full service (turn-key system) ..... $4,800.00 per year
- For a basic service agreement ..... $0.00 per year
  *(There would only be a cost if additional service is required; those costs are pre-negotiated as part of the agreement).*

With a service agreement, correcting problems with the alarm system at the same types of buildings referenced above would cost (approximately):

- With a full service agreement ..... $0.00
  *(May exclude cost for a negotiated deductible)*

- With a basic agreement, assuming two service calls due to malfunction and maintenance provided:

  Sample Rates:
  Technician - 8hrs @ $77.50/hr
  Parts estimate $1,500.00

  Service Cost ..... $2,120.00
  Potential fines for two malfunction alarms ..... $1,250.00
  Total Cost ..... $3,370.00

Without a service contract, assuming two service calls due to a malfunction, without maintenance provided:

Sample Rates:
Technician – 8hrs @ $150.00/hr
Parts estimate $1,500.00

Service Cost ..... $2,700.00
Potential fines for malfunction ..... $1,250.00
Total Cost ..... $3,950.00

If firewatch is required, costs can significantly increase. Firewatch for out-of-service alarm required by code:
2 firewatchers @ $20.00/hr x 24hrs x 15 days ..... $14,400.00

***What is the availability of "pay as you go" contracts where a company can enter into an agreement for free and have a cost per service agreement?***

The majority of the companies surveyed offer basic service agreements that do not require any up-front cost. The alarm owner would be provided with a fee schedule for services and would agree to use the contractor exclusively to service his/her system.

***Clarify what it means to "enter into a contract" as indicated in page 12 of the package.***

Section 14-66(4) of the ordinance states, "all fire alarm systems shall be required to have in effect at all times a service contract with a fire alarm service contractor…." For purposes of this ordinance, a service contract means a signed agreement with a licensed alarm contractor in the form of a full service agreement or a basic cost-per-service agreement.

***What is the nature of problem in buildings with false alarms?***

A false alarm is one symptom of a poorly maintained or failing alarm system. In 2007, MDFD responded to over 12,000 false alarms, of these, over 5,000 were due to equipment failure. In the same year, MDFD ordered firewatch for over 300 occupancies. Other types of failures range from lightning or power surge damaging the alarm panel, entire alarm zone disabled or inoperative, intentional disabling of the power supply and back-up and other system failures that did not originate an alarm signal. Most of these are discovered on annual inspections or via complaint. In these cases the occupants are not aware that there is no system to warn them of a danger.

Assistant County Manager