

ASHTABULA CITY COUNCIL COMMITTEE REPORT

NAME OF COMMITTEE: SAFETY FORCES

DATE: Wednesday, November 17, 2010

TIME & PLACE OF MEETING: 8:00 a.m. – Municipal Building 2nd Floor Conference Room

MEMBER(S) PRESENT: Mr. Joseph Rose (Chair/Ward 1 Councilor), Ms. Betty Kist (Vice President)

MEMBER(S) ABSENT: Mr. James Trisket (Ward 5)
Mr. Charles Brockway (President/Ex-Officio Member)

STAFF PRESENT: Fire Chief Ronald Pristera, Police Chief Robert Stell
Clerk of Council LaVette Hennigan

SCHEDULED VISITORS: NONE

VISITORS PRESENT: Ward 3 Councilor Ann Stranman, Mrs. Wanda Rose (Citizen)

MEDIA PRESENT: NONE

REPORT OF BUSINESS CONDUCTED

1. SAFETY FORCES

Police Department

a. HazMat Fingerprinting Provider Update

The Police Chief reported the following on possibly becoming a service provider:

- * He is going forward with his department becoming a provider;
- * They are in the process of getting the materials;
- * The Police Record's Office will be the appointed location to provide the service; and
- * If the service becomes time consuming or costly he will reevaluate.

The Ward 3 Councilor said since she reported on this matter in October she has since found out that Geneva-on-the-Lake is the only Ashtabula County provider; and suggested the case load would not be a burden with G-O-T-L being on board.

b. Marx Radio Systems

The Police Chief reported:

- * Solicitor Franklin expressed to the system's provider an urgency in making our purchase of the system right; which brought the manufacturer and others into town to take a first hand look at the ongoing problems;
- * They found 4 to 5 issues with one-third of the radio fleet;

Marx Radio Systems (cont'd)

- * They are making an effort to do right by the City;
- * California Highway Patrol and several other law enforcement agencies use the same system but the City of Ashtabula is the only one having problems;
- * When the system is working, it works very good, but it is only working one-third of the time; and
- * He will keep the Committee informed.

c. Police Department Activity

The Police Chief reported:

- * Since the October Committee meeting there have been three (3) shootings;
- * There have been a couple near riots;
- * There have been a few stabbings;
- * He believes an overwhelming majority of most of these activities is drug related;
- * The tenants in public housing, for the most part are overall good citizens, but public housing imported trouble into the City;
- * Domestic violence calls are the most common call to the department; they get about 5 a day; and they are the most dangerous; and
- * It is his hope his staffing levels will be able to be maintained.

d. Behavioral Challenged Students

The Fire Chief asked the Police Chief if he knew the Ashtabula County Board of Education was using the former Washington Elementary School on Lake Avenue as the learning location for the county's behavioral challenged students. He reported there is talk of using another vacant school inside the City for the same purpose. Neither the Police Chief nor the Committee knew of this.

e. Local Law Enforcement Mutual Aid Agreement

(written by the State – Exhibit A/pages 4-15)

The Police Chief reported:

- * 6 to 7 county agencies have signed the agreement;
- * The agreement will be discussed at the Crime Clinic Meeting coming up soon;
- * Solicitor Franklin's office has reviewed the agreement; they found it "legal and viable";
- * The agreement is different from and better than the mutual aid agreement presently in place in that the liability is "spelled out a little more clearly";
- * The agreement was written by Ohio Risk Management attorneys (an arm of the State Attorney General's office); it is the AG's recommendation that Ohio state agencies enter into the agreement locally if they so chose;
- * It makes agencies that want to assist each other more flexible in helping each other in that it cuts out a lot of the authorization process and allows aid to be received faster;
- * Jefferson, Kingsville, Andover, Orwell, and Roaming Shores are a few already on board; and
- * One agency is on the fence; another is against the agreement because they believe the agreement creates a county-wide police agency, with which the Chief disagrees.

ACTION: The Committee thought the new Local Law Enforcement Agreement to be "a good idea", and urged the City Council to enact it. Ms. Kist moved, Mr. Rose seconded to draft legislation authorizing the agreement, with full Council approval; motion CARRIED.

Fire Department

a. Regulation of Automatic Alarm Systems

- * The Committee reviewed the most recent proposed legislation version (**Exhibit B/pages 16-19**);
- * The Fire Chief reported the exhibit to be the final draft and incorporates all discussions; and
- * The Solicitor and Police and Fire Chiefs approve of the final draft.

ACTION: Ms. Kist moved, Mr. Rose seconded to draft legislation establishing the regulation of automatic alarm systems as displayed in Exhibit B/pages 16-19; motion CARRIED.

MISCELLANEOUS

a. Parking in Street Not Driveway

The Chair reported residents who have driveways are electing to park in the street on West 11th Street, Allen Avenue, West 13th Street, and Goodwill Drive. He suggested residents who are able to park in their driveways be required to do so in order to leave streets clear. The request was discussed. The Police Chief and others said this was an issue the Committee previously discussed. It was reported there used to be a city-wide ban on parking from 3:00 a.m. to 6:00 a.m. daily, but was repealed because households have more vehicles than when the law was first instated; and the prohibition placed a hardship on residents. The reason for the prohibition was to allow street sweepers and snowplows to traverse roads without obstruction. It was suggested this law not be reinstated because the street sweeper is not out regularly and the snow parking ban takes care of the winter months.

b. Candy Throwing during Parades - Unsafe

It was suggested that the practice of parade participants throwing candy into the streets and/or crowd during a parade is not the safest practice, because if not thrown far enough out of the road on-lookers will go into the street, close to the parade vehicles to retrieve the goods. It was agreed upon that candy should be handed to the crowd.

Ms. Kist moved, Mr. Rose seconded to adjourn the meeting at 8:45 a.m.; motion CARRIED.
Scribe: LaVette E. Hennigan, MMC, Clerk of Council

ASHTABULA and TRUMBULL COUNTIES **MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT**

The undersigned local governments and law enforcement agencies (hereinafter the Agency or Agencies) in Ashtabula and Trumbull Counties, State of Ohio have entered this mutual aid contract pursuant to Sections 505.43, 505.431, 737.04, and 737.041 of the Revised Code and pursuant to any other applicable local government authority including home-rule. This agreement has been executed for the purpose of providing reciprocal police services across jurisdictional lines to enhance the capabilities of law enforcement to protect citizens and property throughout Ashtabula and Trumbull Counties. Each undersigned local government Agency acknowledges the adoption of and shall provide a certified copy of a resolution by the appropriate legislative authority authorizing the terms of this agreement, authorizing the provision of police services to any other Agency pursuant to the terms of Section 505.431 and 737.041 of the Ohio Revised Code and authorizing those police department members acting outside of their jurisdiction to exercise full police authority within the jurisdiction of any other Agency except as provided in paragraph VI (J).

The undersigned Agencies shall provide and exchange the full array of police services to and from any of the other Agencies without limitation but generally in accord with the following guidelines.

I. Cooperative Enforcement Without Request

The Agencies recognize related criminal activities routinely occur across jurisdictional lines and that cooperation between Agencies can increase the effectiveness of law enforcement throughout Ashtabula and Trumbull Counties. Any Agency or Agencies may proceed without request from a cooperating Agency generally according to the following guidelines:

A. In-Progress Crime Assistance Without Request

Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe a criminal offense has occurred outside the officer's home jurisdiction but within the jurisdiction of a cooperating Agency, the officer may make arrests according to law and take any measures necessary to preserve the crime scene. Control of any arrested person, evidence and the crime scene shall be relinquished to the first available officer from the jurisdiction within which the crime took place. The arresting officer may immediately transport or relocate any arrested persons or evidence if the officer determines that remaining at the crime scene could endanger himself or others or threaten the preservation of any evidence.

B. Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe that a serious traffic offense, including OVI violations, has occurred within the jurisdiction of another cooperating Agency, the law enforcement officer may stop, arrest or cite the suspected violator according to law. The OVI or other traffic violator will be turned over to the first available officer from the cooperating Agency for completion of all necessary processing. The initiating officer

will provide any further assistance to the limited extent necessary for subsequent court proceedings.

II. Investigation Outside Original Jurisdiction

On-duty officers from one Agency may, without request or prior notice, continue to conduct investigations that originate within their home jurisdiction into the jurisdiction of any cooperating Agency. If enforcement action is anticipated, the location and nature of the investigation will be reported to the appropriate cooperating Agency. Subsequent arrests, search warrant service or similar police actions will be coordinated with the affected Agency.

III. Independent Police Action

The police department of any cooperating Agency may provide police protection service to any other cooperating Agency without request. Each cooperating Agency that is a party to this contract shall provide a certified copy of a resolution adopted by the appropriate legislative authority that authorizes both the provision and receipt of such services by each cooperating Agency. Such certified copies shall be kept on file with the original of this contract in a location to be agreed upon by the Agencies.

IV. Operational Assistance Upon Request

The Agencies recognize that special public safety incidents occasionally occur that require the services of additional law enforcement personnel. Such additional services may be provided by or to any cooperating Agency generally according to the following guidelines:

A. Dangerous Criminal Activity

Whenever one Agency reports criminal activity and that Agency is unable to provide the immediate response necessary to prevent death, serious physical harm or substantial property loss as a result of said criminal activity, that Agency may request police assistance services of any nature from any other Agency.

B. Searches for Fugitive or Wanted Persons

When one Agency is conducting a search for a fugitive person whose presence is reasonable believed to be within the Agency jurisdiction and immediate police assistance is reasonably necessary to apprehend or prevent the escape of the fugitive or to protect the safety of persons and property from imminent danger related to said fugitive, that Agency may request police assistance services from any other Agency.

C. Traffic Control Assistance

1. Whenever a traffic accident occurs involving suspected injuries, a driver under the influence (OVI) or other serious traffic violation is reported to the jurisdiction in which the accident occurred, and that Agency is unable to provide the immediate response necessary to render aid to the injured, prevent further injury, prevent serious property loss, or arrest a suspected OVI violator, then a cooperating Agency may be contacted for any necessary assistance. The cooperative effort will include necessary first aid, traffic control, accident scene protection, property protection, and detention of any suspected OVI or serious traffic violators. The requesting Agency will assume control of the accident investigation and any suspected OVI violators as soon as possible.
2. Hazardous Traffic Conditions Assistance:
 - a. In a situation where automated traffic control devices located within the jurisdictional boundaries of one Agency have malfunctioned and a traffic accident is imminent unless control is established immediately, assistance from another cooperating Agency may be provided upon request of the affected jurisdiction.
 - b. Where an incident occurs on or near a roadway creating the imminent danger of a traffic accident, assistance from a cooperating Agency may be provided upon request of the affected jurisdiction.

V. General Police Service

- A. Any incident may form the basis for the request of police protection services from one or more cooperating Agencies to another when police assistance is reasonably necessary to protect the safety of persons and property.
- B. Police services assistance including routine patrol services may be requested and supplied by cooperating Agencies for special events or other circumstances over extended periods.

VI. General Terms and Procedures

- A. A request for police services assistance will be made by the commander of the law enforcement Agency, or his designee. The designee must be of supervisory rank, or the senior shift officer when no supervisor is present.

- B. A participating Agency will provide police services assistance only to the extent that the personnel and equipment are not required for the adequate protection of that Agency's jurisdiction. The commander of the law enforcement Agency, or his designee, will have the sole authority to determine the amount of personnel and equipment if any, available for assistance.
- C. Whenever the law enforcement employees of one cooperating Agency are providing police services in or to another cooperating agency pursuant to the authority contained in this contract, other legislative authority or state law, such employees will have the same power, duties, rights and immunities as if taking action within the territory of their employing Agency.
- D. Whenever the law enforcement employees of one cooperating Agency are providing police services upon request to another cooperating Agency, they will be under the lawful direction and authority of the commanding law enforcement officer of the Agency to which they are rendering assistance. Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing Agency at all times.
- E. Police services assistance can be initiated by any on-duty officer who has probable cause to believe a crime is in progress. Such police services assistance can also be initiated by any on-duty officer who becomes aware of a traffic accident, the need for traffic control, a suspected OVI, a serious traffic violation or other circumstance requiring law enforcement intervention in another cooperating Agency jurisdiction. The officer must contact his immediate supervisor to enable that supervisor to authorize and direct actions taken by the employee.
- F. An on-duty officer initiating police services assistance action will notify a law enforcement officer from the affected cooperating Agency as soon as possible. The assisted cooperating Agency will relieve the officer as soon as possible when appropriate.
- G. All wage and disability payments, pension, worker's compensation claims, medical expenses or other employment benefits will be the responsibility of the employing Agency, unless the requesting Agency is reimbursed for such costs from any other source. Each Agency shall be responsible for the negligence of its employees to the extent specified by law.
- H. Each cooperating Agency shall be responsible for any costs arising from the loss of or damage to the Agency's equipment or property while providing police assistance services within any other cooperating Agency.
- I. The terms of this contract shall be in continuous effect for each participating Agency from the date the authorized signature for such Agency is affixed hereto. Any Agency may revoke its future contractual obligations only upon 30 days written notice to each of the other participating Agencies by registered mail.

J. Certain Agencies may choose to limit their participation in this agreement to mutual aid efforts exclusively in cooperation with the _____. For such Agencies the legislative resolution authorizing participation in this Agreement shall state that the terms of the mutual aid agreement shall extend only between the Agency and the _____. For such Agencies choosing limited participation, the mutual obligations and authorizations contained herein shall extend only to said Agency and the _____ and shall not extend to any other Agency. A list of the limited Agencies shall be separately maintained and shall be distributed to all other Agencies participating in this Agreement.

ASHTABULA and TRUMBULL COUNTIES
MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT

APPROVED AS TO LEGAL FORM

VILLAGE OF ANDOVER

Solicitor / Law Director

By: _____
Mayor

Date: _____ 20____

By: _____
Chief of Police

Date: _____ 20____

Pursuant to Resolution / Ordinance No. _____, Dated _____ 20____

Attest: _____
Clerk of Council

ASHTABULA and TRUMBULL COUNTIES
MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT

APPROVED AS TO LEGAL FORM

VILLAGE OF ORWELL

Solicitor / Law Director

By: _____
Mayor

Date: _____ 20____

By: _____
Chief of Police

Date: _____ 20____

Pursuant to Resolution / Ordinance No. _____, Dated _____ 20____

Attest: _____
Clerk of Council

ASHTABULA and TRUMBULL COUNTIES
MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT

APPROVED AS TO LEGAL FORM

VILLAGE OF ROAMING SHORES

Solicitor / Law Director

By: _____
Mayor

Date: _____ 20____

By: _____
Chief of Police

Date: _____ 20____

Pursuant to Resolution / Ordinance No. _____, Dated _____ 20____

Attest: _____
Clerk of Council

ASHTABULA and TRUMBULL COUNTIES
MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT

APPROVED AS TO LEGAL FORM

TOWNSHIP OF KINSMAN

Solicitor / Law Director

By: _____
TRUSTEE

Date: _____ 20__

By: _____
TRUSTEE

Date: _____ 20__

By: _____
TRUSTEE

Date: _____ 20__

By: _____
Chief of Police

Date: _____ 20__

Pursuant to Resolution / Ordinance No. _____, Dated _____ 20__

Attest: _____
Clerk

ASHTABULA and TRUMBULL COUNTIES
MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT

APPROVED AS TO LEGAL FORM

CITY OF GENEVA

Solicitor / Law Director

By: _____
Mayor

Date: _____ 20__

By: _____
Chief of Police

Date: _____ 20__

Pursuant to Resolution / Ordinance No. _____, Dated _____ 20__

Attest: _____
Clerk of Council

ASHTABULA and TRUMBULL COUNTIES
MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT

APPROVED AS TO LEGAL FORM

CITY OF CONNEAUT

Solicitor / Law Director

By: _____
Mayor

Date: _____ 20____

By: _____
Chief of Police

Date: _____ 20____

Pursuant to Resolution / Ordinance No. _____, Dated _____ 20____

Attest: _____
Clerk of Council

ASHTABULA and TRUMBULL COUNTIES
MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT

APPROVED AS TO LEGAL FORM

CITY OF ASHTABULA

Solicitor / Law Director

By: _____
Mayor

Date: _____ 20____

By: _____
Chief of Police

Date: _____ 20____

Pursuant to Resolution / Ordinance No. _____, Dated _____ 20____

Attest: _____
Clerk of Council

EXHIBIT B

503.01 REGULATION OF AUTOMATIC ALARM SYSTEMS

01. PURPOSE AND SCOPE

(A.) The purpose of this chapter is to protect persons and property in the City and to prevent misuse of emergency services.

(B.) This chapter governs alarm systems, establishes a system of administration, requires permits and provides penalties for civil and criminal punishment of violations.

02. DEFINITIONS

(A) "Alarm agent" means any person who is employed by an alarm business, either directly or indirectly, whose duties include any of the following: selling, maintaining, leasing, servicing, repairing, altering, replacing, moving or installing any alarm system in or on any structure within the City.

(B) "Alarm business" means any full- or part-time business by a person selling, leasing, maintaining, servicing, **monitoring**, repairing, altering, replacing, moving or installing any alarm system; or causing to be sold, leased, maintained, monitored, serviced, repaired, altered, replaced, moved or installed any alarm system in or on any building, place or premise.

(C) "Alarm malfunction" means an activated alarm system and a response by the Police, Fire Department or **Ambulance** resulting from windstorm or other severe weather condition, **Act of God**, ~~power outage~~, **lightning**, utility work, or any electrical or mechanical failure not resulting from improperly installed equipment.

(D) "Alarm system" means any assembly of equipment, (mechanical, electrical or detecting device) arranged to signal the occurrence of an unauthorized entry, burglary, fire, **medical alert** or other activity requiring urgent attention, and to which the Police, Fire Department or **Ambulance** is expected to respond, either as an automatic dialing device, **central station monitoring center**, or an audible alarm inside or outside the premises.

(E) "Annual" means the calendar year.

(F) "Audible alarm" means an alarm system that, when activated generates an audible sound **inside or** outside the premises.

(G) "City" means the City of Ashtabula, Ohio.

(H) "False alarm" The activation of an alarm system, not by fire, intrusion or medical condition or hazard, but through careless use, technical failure, equipment malfunction, improper installation, or negligence of the owner or lessee of an alarm system, or of his or her employees or agents. False alarms does not include alarm failures caused by water, gas, electrical, telephone, or other utilities not under the control of the alarm user, or the willful act of a person other than the alarm owner or his or her employees or agents. The definition excludes alarms caused by a user on the premises acting under a sincere belief that a need exists to call the Police, Fire Department or Ambulance.

(I) "Person" means any natural person, firm, partnership, corporation, or unincorporated association.

(J) "Subscriber" means the person in control of premises wherein an alarm system is maintained.

03. FALSE ALARMS.

(A) False alarm charges shall be made as follows unless waived, for good cause, in writing, by the City Manager, or his designee.

(1) Residential users. No charge shall be made for the first two ~~Four~~ false alarm annually. A warning letter will be sent or issued to the subscriber ~~on the third false alarm indicating the fines that will be incurred after the fourth false alarm~~ after the first false alarm indicating that fines will be incurred after the next false alarm.

A charge of ~~twenty-five dollars (\$25.00)~~ one hundred (\$100) shall be made for each false alarm after ~~four~~ two per calendar year.

(2) Business users. No charge shall be made for the first ~~four~~ two false alarms annually. A warning letter will be sent or issued to the subscriber ~~on the third~~ after the first false alarm indicating the fines that will be incurred after the ~~fourth~~ second false alarm

A charge of ~~fifty dollars (\$50.00)~~ one hundred (\$100) shall be made for each false alarm after ~~four~~ two per calendar year.

(3) For the purposes of this section, there shall be no distinction between a false alarm to the police or the fire department. A false alarm to either department counts toward the total number of false alarms per year.

(4) ~~There shall be no charge for a false alarm where the Police, Fire Department or Ambulance is cancelled while enroute.~~

(5) There shall be no charge for a false alarm that is caused by an alarm malfunction as outlined in Section 2c.

04. GENERAL REGULATIONS.

(A) All equipment used in alarm installations shall meet the applicable standards of Underwriters Laboratories, Inc. and/or the National Fire Protection Association and/or another recognized industry standard approved by the Chief of Fire or Chief of Police. All equipment shall be installed according to the manufactures specifications. The applicants may be required to submit evidence of the reliability and suitability of the equipment to be installed.

(B) The sensory mechanism used in connection with such devices shall be adjusted to suppress false indications of fire or smoke, or intrusion so that the devices shall not be actuated by impulses due to transient pressure change in water pipes, short flashes of light, wind noises such as the rattling or vibrating of doors or windows, RF transmission, vehicular noise adjacent to the installation or other forces unrelated to genuine alarms.

(C) All components comprising such a device shall be maintained by the owner, lessee and/or user in good repair to assure reliability of operation and prevent false or unintentional alarms.

(D) Each alarm equipment supplier that sells or leases an automatic protection device which is installed on any premises in the City shall furnish instructions for the operation and maintenance of such device to the purchaser or lessee.

(E) Each alarm equipment supplier that sells or leases an alarm system with an automatic dialer or central station monitored system shall provide for receiving calls for service, directly or through an agent, on a twenty-four hour basis, seven days a week.

(F) Each alarm equipment supplier that provides monitoring services for an alarm system shall maintain an accurate list of emergency contact information for the home or business owner or their designee. This contact information shall be updated at least annually.

(G) At the time of installation, each alarm equipment supplier shall furnish to the person for whom an alarm system has been installed, written information as to how service can be obtained at any time, including the telephone number to call for service; and such user shall be responsible for having the device repaired as quickly as possible after learning, either from his own sources or from notification by the City, that the device is not working properly.

(H) Any system that includes a stationary silent panic/hold-up button used to summon the Police Department shall be of the following type.

(a) Dual-button design, requiring activation of both buttons simultaneously.

(b) Single button, recessed design to prevent accidental activation.

(I) Any system programmed to include a DURESS code feature, will utilize a unique code and not utilize the reversal of the last two numbers of any code programmed. If the system is not capable of assigning a unique Duress code, then this feature shall be deprogrammed.

(J) Any system incorporating an interior or exterior audible device shall be limited to sounding not more than 10-minutes in duration.

05. Penalty

(A) Whoever violates any provision of this Chapter for which a penalty has not been otherwise established shall be subject to a fine of one hundred dollars (\$100) per occurrence.

(B) The City Manager, or his designee, may order an alarm user to disconnect an alarm system immediately so that signals are not emitted to the Police Department and/or Fire Department, either directly or indirectly if the alarm system has generated an excessive number of false alarms. An excessive number of false alarms for the purposes of this section is an accumulation of more than ten false alarms within a twelve consecutive month period.

- (C) Any person who fails to pay any charge for a false alarm as provided herein and any charge which remains unpaid for a period of thirty days after the date of invoice for a false alarm or false alarms, shall be ordered by the City to immediately disconnect the alarm system so that it does not signal the Police Department and/or Fire Department either directly or indirectly. Any person who fails to disconnect the alarm system as ordered by the City, as provided for in this section, and in subsection (B) hereof, and the alarm system thereafter continues to emit false alarms, shall be deemed to have committed a minor misdemeanor. An alarm system may be reconnected only if satisfactory evidence is provided to the City Manager or his designee that the alarm has been repaired so that it does not emit further false alarms and upon payment of all delinquent charges assessed for false alarms.
- (D) The alarm user or person affected under subsections (B) and/or (C) above may request a hearing before a panel consisting of the City Manager, the Fire Chief or his designee and the Police Chief or his designee to contest the order of the City Manager. The presence of two out of three of the panel shall constitute a quorum. The request for a hearing must be filed in writing within 5 business days from the date of the notice or invoice and shall be delivered to the Office of the Ashtabula City Manager, together with cash or a bond in an amount equal to the fine assessed or the amount billed by the City. Upon receipt of such written request and the security, the City Manager shall schedule a hearing within 10 days from the date of the receipt of the appeal, unless the time is extended by mutual agreement of the City Manager and the aggrieved party or person.
- (E) At the hearing, the party or person aggrieved may present evidence regarding why the fine or bill should not be assessed. The panel may, in its sole discretion, impose the original fine or assessment, modify it or waive it. Any fine or assessment imposed shall be paid from the cash or bond posted.