

MEMORANDUM

Agenda Item No. 8(I)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: January 17, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms and retroactively authorizing the County Mayor to execute an Interlocal Agreement ("Agreement") between the School Board of Miami-Dade County, Florida, BusPatrol America LLC, and Miami-Dade County, through the Miami-Dade Police Department ("MDPD"), providing for the MDPD's enforcement of school bus stop signal violations detailed in section 316.172, Florida Statutes, and allowing the MDPD to receive reimbursement from BusPatrol for costs incurred from time spent enforcing such violations; and further authorizing the County Mayor to exercise the termination provision contained therein, and to execute revisions, provided that such revisions do not alter the term or purpose of the Agreement

Resolution No. R-30-24

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.


Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001

Memorandum



Date: January 17, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving the Terms and Retroactively Authorizing the Execution of an Interlocal Agreement Between the School Board of Miami-Dade County, Florida, BusPatrol America, LLC, and Miami-Dade County

Executive Summary

This item seeks the approval of terms and retroactive authority for the County Mayor or County Mayor's designee to execute an Interlocal Agreement (Agreement), attached to the resolution and labeled Exhibit A, between the School Board of Miami-Dade County, Florida (School Board), BusPatrol America LLC (BusPatrol), and Miami-Dade County (County), through the Miami-Dade Police Department (MDPD), for a term expiring on January 6, 2025, unless terminated sooner, providing for the enforcement of school bus stop signal violations. On May 31, 2023, Governor DeSantis signed Senate Bill (SB) 766 into law, which created Florida Statutes Section (FSS) 316.173, authorizing school districts to contract with a vendor or manufacturer for the installation of school bus infraction detection systems. FSS 316.173 also requires school districts that install school bus infraction detection system devices to enter interlocal agreements with law enforcement agencies to enforce violations of FSS 316.172. As such, the School Board has contracted with BusPatrol for the installation of school bus infraction detection systems, and consequently desires to enter Exhibit A with the County for the MDPD's enforcement of such school bus stop signal violations.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving the terms of and retroactively authorizing the County Mayor or County Mayor's designee to execute the Agreement between the School Board, BusPatrol, and the County, through the MDPD for a term expiring on January 6, 2025, providing for the enforcement of school bus stop signal violations detailed in FSS 316.172. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to exercise the termination provision, and to execute revisions, provided that said revisions to not alter the term or purpose of the Agreement as described herein.

Scope

This Agreement will provide for countywide services.

Delegation of Authority

The County Mayor or County Mayor's designee is retroactively authorized to execute the Agreement between the School Board, BusPatrol, and the County, through the MDPD, providing for the MDPD's enforcement of school bus stop signal violations detailed in FSS 316.172, as well as the receipt of reimbursement from BusPatrol for costs incurred from time spent on the

enforcement of said law. The County Mayor or County Mayor's designee is further authorized to exercise the provisions contained therein.

Fiscal Impact/Funding Source

Pursuant to terms of the Agreement, BusPatrol shall reimburse the County, through the MDPD, for its costs incurred from time spent on the enforcement of school bus stop signal violations. Consequently, the implementation of the Agreement will not create a negative fiscal impact for the County.

Track Record/Monitor

To ensure compliance, Assistant Director Thomas Buchanan, of the MDPD's Police Services, and Assistant Director Gustavo Knoepffler, of the MDPD's Fiscal & Departmental Services, will track and monitor the implementation of this Agreement.

Background

During the 2023 Florida Legislative Session, SB 766 was introduced and subsequently signed by Governor DeSantis on May 31, 2023. SB 766 created FSS 316.173 which among other things, authorizes a school district to install and maintain school bus infraction detection systems. FSS 316.173 further states that school districts may contract with a private vendor or manufacturer to provide a school bus infraction detection system on each bus in its fleet. As such, the School Board has contracted with BusPatrol for the installation and maintenance of school bus infraction detection devices. FSS 316.173 also requires a school district to enter an interlocal agreement with a law enforcement agency authorized to enforce school bus stop signal violations within the school district. Consequently, the School Board desires to enter Exhibit A with the County, providing for the MDPD's enforcement of school bus stop signal violations. Exhibit A shall expire on January 6, 2025, unless terminated sooner, and provides for BusPatrol to reimburse the MDPD for costs incurred enforcing school bus stop signal violations detailed in FSS 316.172.



James Reyes
Chief of Public Safety

Memorandum



Date: December 26, 2023
To: Eugene Love, Agenda Coordinator
From: James Reyes
Chief of Public Safety
Subject: Request to Process Late Departmental Agenda Item

I am requesting that the Resolution Approving the Terms and Retroactively Authorizing the Execution of an Interlocal Agreement Between the School Board of Miami-Dade County, Florida, BusPatrol America, LLC, and Miami-Dade County be added to the agenda for January 17, 2024, Board of County Commissioners.

This item has not met the notice deadline provided to the Agenda Coordination Office. Staff is requesting for this item to be placed on the agenda for the January Committee Cycle. **The Miami-Dade County School Board has expressed an urgency for the MOU agreement to be established immediately, allowing them to move forward with establishing a contract to retrofit school buses with the necessary equipment.** I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson(s) as well as the BCC Chairperson, and review by the Office of the County Attorney.

A handwritten signature in blue ink, appearing to be "James Reyes".

Approved by Mayor or Mayor's Designee
Signature

James Reyes
Print Name

A handwritten signature in blue ink, appearing to be "Nicole Tallman".

Approved by Policy Director or Designee
Signature

Nicole Tallman
Print Name

cc: Geri Bonzon-Keenan, County Attorney
Gerald K. Sanchez First Assistant County Attorney
CAOagenda@miamidade.gov

MDC004



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: January 17, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(I)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)
1-17-24

RESOLUTION NO. R-30-24

RESOLUTION APPROVING THE TERMS AND RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT ("AGREEMENT") BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, BUSPATROL AMERICA LLC, AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE POLICE DEPARTMENT ("MDPD"), PROVIDING FOR THE MDPD'S ENFORCEMENT OF SCHOOL BUS STOP SIGNAL VIOLATIONS DETAILED IN SECTION 316.172, FLORIDA STATUTES, AND ALLOWING THE MDPD TO RECEIVE REIMBURSEMENT FROM BUSPATROL FOR COSTS INCURRED FROM TIME SPENT ENFORCING SUCH VIOLATIONS; AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE TERMINATION PROVISION CONTAINED THEREIN, AND TO EXECUTE REVISIONS, PROVIDED THAT SUCH REVISIONS DO NOT ALTER THE TERM OR PURPOSE OF THE AGREEMENT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the terms of the Interlocal Agreement, in substantially the form attached hereto as Exhibit A and made a part hereof, between the School Board of Miami-Dade County, Florida (School Board), BusPatrol America LLC (BusPatrol), and Miami-Dade County (County), through the Miami-Dade Police Department (MDPD), for a term expiring on January 6, 2025, unless terminated sooner, providing for the MDPD's enforcement of violations of section 316.172, Florida Statutes.

Section 2. Retroactively authorizes the County Mayor or County Mayor’s designee to execute Exhibit A.

Section 3. Authorizes the County Mayor or County Mayor’s designee to exercise the termination provision, and execute revisions, provided that such revisions do not alter the term or purpose of Exhibit A as described in Section 1 above.

Section 4. Authorizes the County Mayor or County Mayor’s designee to receive reimbursement from BusPatrol for the costs incurred by the MDPD on time spent enforcing violations of section 316.172, Florida Statutes.

The foregoing resolution was offered by Commissioner **Sen. René Garcia** , who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of January, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Anita Viciano Zapata

A handwritten signature in black ink, appearing to read "AVZ", is written over a horizontal line.

**INTERLOCAL AGREEMENT
ENFORCEMENT OF SCHOOL BUS STOP ARM LAW VIOLATIONS**

THIS INTERLOCAL AGREEMENT ("ILA") is made and entered into this 26th day of December between The School Board of Miami-Dade County, FL ("School District"), Miami-Dade County, through the Miami-Dade Police Department ("Law Enforcement Agency"), and BusPatrol America LLC ("BusPatrol" or "Vendor"), (together, the "Parties").

I. Intent

It is the intent of the Parties to enter into this ILA to provide the roles and responsibilities of School District, Law Enforcement Agency, and Vendor regarding the enforcement of Fla. Stat. § 316.172 (the "Stop Arm Law") through the use of a school bus infraction detection system pursuant to Fla. Stat. § 316.173 (the "School Bus Infraction Detection Law").

The School Bus Infraction Detection Law enables School District to install and operate school bus infraction detection systems in or on the school buses operated by School District or to contract with a private vendor to do so on behalf of School District for the purpose of recording such violations.

Further, the School Bus Infraction Detection Law requires School District to enter into an interlocal agreement with one or more law enforcement agencies authorized to enforce violations of the Stop Arm Law within the school district which jointly establishes the responsibilities of enforcement and the reimbursement of costs associated with school bus infraction detection systems.

The School Bus Infraction Detection Law requires that when an alleged violation is detected and recorded by a school bus infraction detection system, the School District or its vendor must submit the recorded alleged violation to a law enforcement agency with traffic infraction enforcement jurisdiction for review.

II. General

- a. Within 30 days after an alleged violation of the Stop Arm Law is recorded by a school bus infraction detection system, School District or Vendor shall submit the following information to Law Enforcement Agency:
 - i. A copy of the recorded video and/or images showing the motor vehicle allegedly violating the Stop Arm Law.
 - ii. The motor vehicle's license plate number and the state of issuance of the motor vehicle's license plate.
 - iii. The date, time, and location of the alleged violation.
- b. Within 30 days after receiving the information above, Law Enforcement Agency will in good faith review the information and issue citations as appropriate for Stop Arm Law violations.

- c. If Law Enforcement Agency determines that the motor vehicle violated the Stop Arm Law, Vendor shall send a notice of violation to the registered owner of the motor vehicle involved in the violation.

The notice of violation must be sent by first-class mail and include all of the following:

- i. A copy of one or more recorded images showing the motor vehicle involved in the violation, including an image showing the license plate of the motor vehicle.
 - ii. The date, time, and location of the violation.
 - iii. The amount of the civil penalty, the date by which the civil penalty must be paid, and instructions on how to pay the civil penalty.
 - iv. Instructions on how to request a hearing to contest liability or to contest the notice of violation.
 - v. A notice that the owner has the right to review, in person or remotely, the video and images recorded by the school bus infraction detection system which constitute a rebuttable presumption that the motor vehicle was used in violation of the Stop Arm Law.
 - vi. The time when, and the place or website at which, the recorded video and images may be examined and observed.
 - vii. A warning that failure to pay the civil penalty or to contest liability within 30 days after the notice is sent will result in the issuance of a uniform traffic citation.
- d. Civil penalties assessed for a violation of the Stop Arm Law enforced by a school bus infraction detection system shall be collected by Vendor and remitted to School District.
- e. School District will be responsible for contracting with Vendor for equipment, installation, technical services, notices of violation processing, mailing, collection activities, court support and other related services concerning the school bus infraction detection system.
- f. School District through Vendor will provide Law Enforcement Agency with resources, such as reasonable computer equipment or the cost to cover such, for the assessment of violations and forwarding them to Vendor after review.

III. Reimbursement

- a. Law Enforcement Agency will be reimbursed by Vendor for the costs incurred based on the actual time spent in the review of alleged Stop Arm Law violations, whether approved or dismissed, in connection with the School Bus Infraction Detection Law. Reimbursement shall be calculated based on an hourly rate commensurate with the salary and benefits of the Law Enforcement Agency personnel time spent directly supporting enforcement of the School Bus Infraction Detection Law. Law Enforcement Agency agrees to comply with any reasonable requests from Vendor for supporting documentation related to reimbursement of such costs. Vendor shall reimburse Law Enforcement Agency costs regardless of whether there are

sufficient funds collected from revenues associated with the School Bus Infraction Detection Law. The Parties acknowledge that reimbursements paid to Law Enforcement Agency are in no way construed to be a commission.

- b. On the first day of each month, Law Enforcement Agency shall submit an invoice to School District and Vendor with a breakdown of staff hours related to the time spent reviewing alleged Stop Arm Violations in connection with the School Bus Infraction Detection Law. Vendor shall provide payment within thirty (30) days of receipt of the invoice.

IV. Duration/Termination of ILA

The term of this ILA will be from the date of execution by all Parties until January 6, 2025. Any Party may terminate the ILA with thirty (30) days written notice. Any ILA revisions must be in writing and signed by all Parties.

V. Indemnification

Each Party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit or claim for damages arising from the performance of this Agreement.

VI. Governing Law and Venue

This ILA shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

VII. Access to Records

Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention. The Parties shall keep and maintain public records required to perform the service. The Parties shall keep records to show their compliance with program requirements. Parties and subcontractors must make available, upon a valid request to any of their duly authorized representatives, any books, documents, papers, and records which are directly pertinent to this specific ILA for the purpose of making audit, examination, excerpts, and transcriptions. Parties shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Parties shall keep and maintain public records upon completion of the contract. Parties shall meet all applicable requirements for retaining public records.

IF LAW ENFORCEMENT AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their respective and duly authorized officers on the day and year written below.

FOR BUSPATROL:

By: Karoon Monfared
Karoon Monfared (Nov 15, 2023 11:06 PST)

Name: Karoon Monfared
Title: Chief Executive Officer, BusPatrol America LLC

Date: Nov 15, 2023

FOR MIAMI-DADE COUNTY:

[Signature]
for Daniella Levine Cava, Mayor

12/22/2023

Date

[Signature]
Stephanie V. Daniels, Director
Miami-Dade Police Department

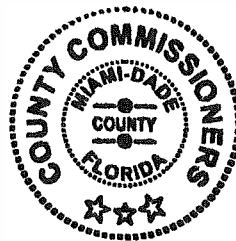
11/28/23
Date

ATTEST: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: [Signature]

Print Name: Anthony Lavadie - e302751

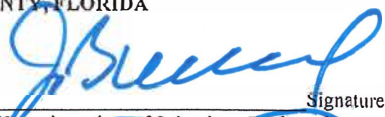
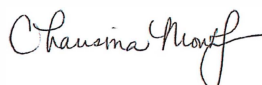
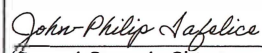
Date: 12/26/2023



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
Anita Viciano Zapata
Assistant County Attorney
Miami-Dade County, Florida

12/22/23
Date

SUBMITTED BY: Charge Location Administrator Signature Date Regional Superintendent/Division Head Signature Date (as applicable) Office of Grants Administration Signature Date (if applicable) NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).	THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA BY:  Signature (Superintendent of Schools or Designee) Jose Bueno Designee (Name Typed) Date: <u>12/22/2023</u>
APPROVED AS TO RISK AND BENEFITS (as to the School Board):  Digitally signed by Jorge L. Davila Location: Office of Risk and Benefits Management Date: 2023.12.18 11:44:36 -05'00' Risk Management Signature Date APPROVED AS TO PROCUREMENT AUTHORITY (as to the School Board):  12/19/2023 Procurement Management Signature Date CP6180 PROCUREMENT USE ONLY APPROVED AS TO FORM AND LEGAL SUFFICIENCY (as to the School Board):  12/20/23 General Counsel - Signature Date	