

**Leon County
Board of County Commissioners**

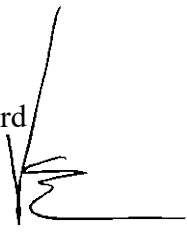
Notes for Agenda Item #7

Leon County Board of County Commissioners

Agenda Item #7

April 14, 2026

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of an Interlocal Agreement with the Sheriff of Leon County for the School Zone Speed Enforcement Program

Review and Approval:	Vincent S. Long, County Administrator
Department / Division Review:	Ken Morris, Assistant County Administrator Nawfal Ezzagaghi, Assistant County Administrator Brent Pell, Director, Public Works Charles Wu, Director, Engineering Services
Lead Staff / Project Team:	Kyle Kemper, Senior Assistant County Attorney Tim Barden, Administrative Services Manager

Statement of Issue:

This item seeks Board approval of the Interlocal Agreement with the Sheriff of Leon County (Sheriff) for the School Zone Speed Enforcement Program. Approval of the proposed Interlocal Agreement provides the framework for the County and the Sheriff to implement the program.

Fiscal Impact:

This item has a fiscal impact. Costs are anticipated to be offset by program revenues generated through automated speed camera enforcement. The County will reimburse the Sheriff for personnel expenses and postage costs associated with administering the program. Should the speed detection and enforcement no longer generate sufficient revenue to support the program costs, the County may terminate the Agreement with 30 days' notice.

Staff Recommendation:

Option #1: Approve the Interlocal Agreement for Implementation of the School Zone Speed Enforcement Program (Attachment #1), and authorize the County Administrator to execute the agreement, and approve and execute any modifications, amendments, or associated agreements thereto, all subject to legal review and revision by the County Attorney.

Report and Discussion

Background:

This item seeks Board approval of the Interlocal Agreement with the Sheriff of Leon County (Sheriff) for the School Zone Speed Enforcement Program. Approval of the proposed Interlocal Agreement provides the framework for the County and the Sheriff to implement the program.

On October 14, 2025, the Board adopted Ordinance No. 2025-12 establishing a School Zone Speed Enforcement Program to enhance safety in designated school zones through the use of speed detection systems. The ordinance is codified at Article IV of Chapter 17, Code of Laws of Leon County, Florida, and authorizes the use of automated school zone speed camera enforcement consistent with Florida Statutes and directs staff to implement procedures for program administration.

The program is designed to reduce speeding, increase driver awareness, and improve safety for pedestrians and bicyclists traveling to and from schools. Implementation requires coordination between the County and the Sheriff to ensure enforcement activities – including the review and confirmation of violations and the issuance of citations – are conducted in compliance with state law and County Code. The proposed Interlocal Agreement provides a formal structure outlining roles, responsibilities, and procedures necessary to ensure the program administration is legally compliant.

The Agreement clearly delineates the duties and responsibilities of each party required to implement and administer the program in accordance with applicable regulatory requirements. The County will retain responsibility for procuring a qualified vendor to provide equipment installation, maintenance, and violation processing services. A separate agenda item in the April 14th meeting materials provides the Request for Proposals for vendor selection. Procurement efforts are proceeding concurrently with execution of the Interlocal Agreement.

Analysis:

The proposed Interlocal Agreement outlines the respective roles and responsibilities of the County and the Sheriff to ensure compliance with Florida law governing automated school zone speed enforcement.

Key provisions of the Agreement include:

Program Implementation and Responsibilities:

The County will procure and manage a vendor responsible for speed detection equipment, signage, public awareness campaigns, and violation processing. The Sheriff will designate and oversee traffic infraction enforcement officers who are responsible for reviewing violations prior to issuance of a notice of violation, issuing uniform traffic citations when appropriate, and participating in hearings.

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Zone Enforcement Program

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Required Public Awareness Period:

The Agreement incorporates a mandatory 60-day public awareness campaign prior to imposing fines, during which only warnings will be issued following review by traffic infraction enforcement officers.

Violation Review and Due Process:

All potential violations captured by the system must be reviewed and approved by a traffic infraction enforcement officer prior to issuance of a notice of violation or citation, ensuring due process and compliance with statutory requirements.

Hearing and Adjudication Process:

The County will administer the hearing process, including appointment of a local hearing officer and provision of staff to serve as the clerk to the hearing officer. The Sheriff's personnel are required to appear and provide testimony at hearings without the need for subpoenas.

Cost Structure and Revenue Neutrality:

The County will reimburse the Sheriff for personnel expenses and postage costs incurred in support of the School Zone Speed Enforcement Program. The Agreement is structured so that program revenues offset operational costs. If the program becomes non-revenue neutral, the County retains the right to terminate the Agreement with 30 days' advance written notice to Sheriff.

Data Use and Privacy Protections:

The Agreement restricts the use of speed detection systems strictly to enforcement purposes and prohibits their use for general surveillance. Additionally, all recorded images and videos, to the extent they are maintained by the Sheriff, must be destroyed within 90 days after final disposition, as required by F.S. § 316.1896(15)(b), with annual written notice to the County that certifies compliance with these data retention standards.

Term and Termination:

The Agreement has an initial term through December 31, 2031, with automatic five-year renewals unless terminated. Aside from the 30-day financial termination provision mentioned above, either party may terminate this Agreement for any reason by providing 180 days' notice.

This item recommends Board approval of the Interlocal Agreement between Leon County and the Sheriff for implementation of the School Zone Speed Enforcement Program.

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Options:

1. Approve the Interlocal Agreement for Implementation of the School Zone Speed Enforcement Program (Attachment #1), and authorize the County Administrator to execute the agreement, and approve and execute any modifications, amendments, or associated agreements thereto, all subject to legal review and revision by the County Attorney.
2. Do not Approve the Interlocal Agreement for Implementation of the School Zone Speed Enforcement Program.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Proposed Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN LEON COUNTY, FLORIDA
AND THE SHERIFF OF LEON COUNTY, FLORIDA
FOR THE IMPLEMENTATION OF SCHOOL ZONE SPEED ENFORCEMENT**

THIS INTERLOCAL AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND THE SHERIFF OF LEON COUNTY, FLORIDA FOR THE IMPLEMENTATION OF SCHOOL ZONE SPEED ENFORCEMENT (“Agreement”) is made and entered into as of the date the last of the parties hereto signs this Agreement, by and between the Sheriff of Leon County, Florida, a Constitutional Officer of the State of Florida, a/k/a/ the Leon County Sheriff’s Office (“Sheriff”), and LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, the County is a charter county and political subdivision of the State of Florida, possessing Home Rule powers pursuant to Article VIII, Section 1(g), of the Florida Constitution, and section 125.01, Florida Statutes; and

WHEREAS, pursuant to Article VIII, Section 1(d), of the Florida Constitution, the Sheriff is a Florida constitutional officer and the Sheriff has the duties and powers enumerated in Chapter 30, Florida Statutes; and

WHEREAS, the Leon County Board of County Commissioners (“Board”) enacted Ordinance 2025-12 to preserve, promote, and improve the health, safety, and welfare of the citizens and visitors of the County by enforcing applicable speed limits on certain streets or highways maintained as school zones through the use of speed detection systems, and such ordinance is codified at Article IV of Chapter 17, Code of Laws of Leon County, Florida; and

WHEREAS, the County and Sheriff desire to cooperate in the implementation of the school zone speeding enforcement program, Article IV of Chapter 17, Code of Laws of Leon County, Florida, as may be amended from time to time; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, section 163.01, Florida Statutes, *et seq.*, permits the County and Sheriff to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage and jointly exercise any power, privilege, or authority they share in common or might exercise separately; and

NOW THEREFORE, in consideration of the following mutual promises and covenants, the Sheriff and County hereby agree as follows:

1. Purpose

The purpose of this Agreement is to establish a collaborative effort between the County and Sheriff to enforce applicable speed limits on certain streets or highways maintained as a school zone through the use of speed detection systems.

2. Definitions

The following words, terms, and phrases shall have the meanings given to them below:

- 2.1 *Board* shall mean the Leon County Board of County Commissioners.
- 2.2 *County* or *Leon County* shall mean Leon County, Florida.
- 2.3 *FDOT* shall mean the Florida Department of Transportation.
- 2.4 *Law enforcement officer* shall be defined as set forth in section 943.10(1), Florida Statutes.
- 2.5 *LCC* shall mean the Code of Laws of Leon County, Florida.
- 2.6 *Local hearing officer* shall be defined as set forth in F.S. § 316.003(38).
- 2.7 *Motor vehicle* shall be defined as set forth in F.S. § 316.003(46).
- 2.8 *Notice of violation* shall mean the written notification sent to the registered owner of a vehicle after a school zone speed infraction by that vehicle has been captured by a speed detection system and thereafter reviewed and approved by a traffic infraction enforcement officer or authorized employee or agent of the County. A notice of violation must be in the form and include the contents prescribed by F.S. § 316.1896.
- 2.9 *Personnel expenses* shall mean the hourly salary rate, Federal Insurance Contributions Act (FICA) taxes, FICA Medicare, workers compensation, and Florida Retirement System payments incurred by the Sheriff for the applicable traffic infraction enforcement officer. Personnel expenses shall be prorated to reflect the time a traffic infraction enforcement officer performs obligations pursuant to this Agreement, calculated in fifteen-minute increments.
- 2.10 *School zone* shall mean that portion of a County-maintained street or highway located in the unincorporated area of the County designated and maintained as a school zone by the County pursuant to F.S. § 316.1895. The term shall also include any such portion of a state-maintained street or highway located in the unincorporated area of the County and maintained as a school zone by the County pursuant to an agreement with the FDOT.
- 2.11 *School zone speed enforcement program* shall mean the regulations and procedures governing the use of speed detection systems in school zones within the jurisdiction of Leon County, as provided by Article IV of Chapter 17, LCC, as may be amended from time to time.

- 2.12 *School zone speed infraction* shall mean a violation of F.S. §§ 316.183 or 316.1895 captured by a speed detection system within a school zone during the hours provided for by applicable law.
- 2.13 *School zone speed limit* shall mean the regulatory posted or reduced posted speed limit within a school zone pursuant to F.S. § 316.1895.
- 2.14 *Speed detection system* shall be defined as set forth in F.S. § 316.003(84).
- 2.15 *Street or highway* shall be defined as set forth in F.S. § 316.003(90).
- 2.16 *Traffic infraction enforcement officer* shall mean a person who is employed or appointed, with or without compensation, who satisfies the qualifications established by F.S. § 316.640.

3. Duties of the County

3.1 The County shall procure and enter into a contract with a vendor to assist with the implementation of the school zone speed enforcement program, to include the provision of school zone speed detection equipment, signage placement, construction, installation, deactivation, removal, required insurance, violation processing, and associated matters.

3.2 For all school zones identified in Section 17-53, LCC, the County or its vendor shall notify the public that a speed detection system may be in use by posting signage indicating photographic or video enforcement of the school zone speed limits. Such signage shall clearly designate the time period during which the school zone speed limits are enforced using a speed detection system and must meet the placement and installation specifications established by FDOT.

3.3 For each school zone identified in Section 17-53, LCC, the County or its vendor shall conduct a public announcement and 60-day public awareness campaign of the proposed use of speed detection systems before notices of violation for school zone speed infractions are issued.

3.4 The County shall require its vendor to allow traffic infraction enforcement officers to review information from a speed detection system to verify whether a violation occurred prior to the vendor sending a warning, notice of violation or uniform traffic citation to the registered owner for a school speed zone infraction.

3.5 The County shall require its vendor to provide traffic infraction enforcement officers all necessary evidence to prove the violation at a hearing on a notice of violation or uniform traffic citation, including the photograph or other recorded image showing the license plate of the motor vehicle; the date, time, and location of the violation; the maximum speed at which the motor vehicle was traveling within the school zone; and the speed limit within the school zone at the time of the violation.

3.6 The County shall, after evidence is received from its vendor, schedule, notice and conduct a hearing when a petitioner elects to request a hearing to contest a notice of violation in accordance with the hearing procedures set forth at Section 17-65, LCC.

3.7 The County shall appoint a local hearing officer having jurisdiction to conduct proceedings challenging the issuance of a notice of violation.

3.8 The County shall provide a clerk to the local hearing officer. Hearings to contest notices of violations shall be scheduled, noticed, and conducted under the provisions of Section 17-65, LCC. Hearings shall be held at least every two months, but may be convened more often as caseload demands dictate.

4. Duties of the Sheriff

4.1 The Sheriff shall employ traffic infraction enforcement officers and cause them to comply with the provisions of this section. Consistent with section 316.640(5)(a), Florida Statutes (2025), the Sheriff shall have the discretion to designate existing employees, including law enforcement officers, as traffic infraction enforcement officers.

4.2 During the 60-day public awareness campaign described in section 3.3 herein, traffic infraction enforcement officers shall review information from a speed detection system and verify whether a violation occurred prior to the County's vendor sending a warning to the registered owner for a school speed zone infraction.

4.3 After the expiration of the 60-day public awareness campaign described in section 3.3 herein, traffic infraction enforcement officers shall review information from a speed detection system and verify whether a violation occurred prior to the County's vendor sending a notice of violation to the registered owner for a school speed zone infraction. The Sheriff will provide the County a record of the violations which have been verified at the frequency requested by the County.

4.4 Traffic infraction enforcement officers shall issue uniform traffic citations by mailing the uniform traffic citation by certified mail to the address of the registered owner of the motor vehicle involved in the violation upon notification by the County or its vendor that payment has not been made within 30 days after notification under section 316.1896(2), Florida Statutes, the registered owner has not requested a hearing as authorized by section 316.1896(3), Florida Statutes, and the registered owner has not submitted an affidavit pursuant to section 316.1896(8), Florida Statutes.

4.5 Traffic infraction enforcement officers shall appear, testify, and present evidence at all hearings on a notice of violation or uniform traffic citation and the Sheriff shall not require the County to issue a subpoena for such appearance. Traffic infraction enforcement officers shall coordinate with the County's vendor to obtain all necessary evidence to prove the violation, including the photograph or other recorded image showing the license plate of the motor vehicle; the date, time, and location of the violation; the maximum speed at which the motor vehicle was traveling within the school zone; and the speed limit within the school zone at the time of the violation.

4.6 The Sheriff shall not use a speed detection system in a school zone for remote surveillance. Recorded video or photographs collected as part of a speed detection system in a school zone may only be used to document school zone speed infractions and for purposes of determining criminal or civil liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system.

4.7 Any recorded video or photograph obtained via a speed detection system and received by the Sheriff must be destroyed within 90 days after the final disposition of the recorded event. The Sheriff will provide the County with written notice by December 31st of each year that such records have been destroyed in accordance with section 316.1896(15)(b), Florida Statutes.

4.8 The Sheriff shall cooperate and assist the County in fulfilling its annual reporting requirements set forth at Section 17-69, LCC.

5. Costs of the School Zone Speed Enforcement Program

5.1 The County will reimburse the Sheriff for actual personnel expenses incurred in performance of this Agreement together with actual postage costs incurred pursuant to Section 4.4 herein. The Sheriff and County will cooperate to structure traffic infraction enforcement officers' schedules to avoid overtime hours when feasible. The Sheriff shall deliver an invoice to the County's Office of Management and Budget on a quarterly basis (commencing on January 1, April 1, July 1 and October 1 of each calendar year) itemizing the applicable personnel expenses, which invoice shall be paid in accordance with the Local Government Prompt Payment Act, section 218.70, Florida Statutes, *et seq.*

5.2 It is anticipated that the annual operating costs of the school zone speed enforcement program will be fully funded by the program revenue. In the event the school zone speed enforcement program is not revenue neutral, the County may terminate this Agreement upon thirty (30) days advance written notice to the Sheriff or elect to use a supplemental funding source to reimburse the Sheriff's personnel expenses.

5.3 The County's obligation to pay is contingent upon annual appropriation by the Board. Either party may terminate this Agreement in the event the funds are not appropriated by the Board.

6. Effective Date and Term of Agreement

6.1 The effective date of this Agreement shall be _____, 2026 (the "Effective Date").

6.2 This Agreement shall begin on the Effective Date and shall remain in full force and effect until December 31, 2031 (the "Initial Term"), except as otherwise provided in section 6.4 herein below.

6.3 Except as provided in section 6.4 herein below, this Agreement shall automatically renew on the same terms and conditions as set forth in this Agreement for an unlimited number of additional five (5) year periods, unless either party shall give notice of nonrenewal in writing more than 180 days before the expiration date of the Initial Term or current renewal period as applicable.

6.4 This Agreement may be canceled by either the County or Sheriff, in whole or in part, upon 180 days advance written notice. This Agreement shall automatically terminate upon the rescission of the school zone speed enforcement program.

7. Sovereign Immunity

Each party hereto agrees that it shall be solely responsible for the negligent and wrongful acts of its employees, officers, and agents. However, nothing shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes. The liability of the parties, as set forth in this paragraph, is intended to be consistent with the limitations of state law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes, and no obligation imposed hereby shall be deemed to alter said waiver or to extent the liability of the parties beyond such monetary and other limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which a party may be entitled, nor as either party's consent to be sued by third parties.

8. Notice

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Sheriff: Attention: _____

County: Attention: _____

9. Assignment

The parties shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the other party. Nothing herein shall prevent the County from delegating its duties hereunder, but such delegation shall not release the County from its obligation to perform the Agreement.

10. Third Party Beneficiaries

This Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity.

11. Modification

This Agreement shall not be extended, changed or modified except in writing duly executed by the parties hereto.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein, and all prior agreement or arrangements between them with respect to such matters are superseded by this Agreement.

13. Severability

If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect under the terms of this Agreement.

14. Governing Law and Venue

This Agreement is governed and construed in accordance with the laws of the State of Florida. The sole and exclusive venue for all actions arising from or related to this Agreement shall be in Leon County, Florida.

15. Construction

This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that all parties have substantially contributed to the preparation of this Agreement.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representative, have executed this Agreement.

LEON COUNTY, FLORIDA

SHERIFF OF LEON COUNTY, FLORIDA

Christian Caban, Chairman
Leon County Board of County Commissioners

Walt McNeil, Sheriff

ATTEST:
Gwen Knight, Clerk of Court
& Comptroller, Leon County, Florida

ATTEST:

APPROVED AS TO LEGAL SUFFICIENCY:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

APPROVED AS TO LEGAL SUFFICIENCY:

Kyle L. Kemper
Senior Assistant County Attorney

James W. Pimentel, Esq.