

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE SCHOOL BOARD OF POLK COUNTY AND POLK COUNTY SHERIFF'S OFFICE**

This Intergovernmental Agreement ("IGA") is entered into this 2nd day of July, 2024, between The School Board of Polk County, a school district in the State of Florida, with principal offices at 1915 S Floral Ave, Bartow, FL 33830 ("School District") and Polk County Sheriff's Office, with principal offices at 1891 Jim Keene Blvd, Winter Haven, FL 33880 ("Sheriff's Office").

WHEREAS, School District has entered into a Professional Services Agreement dated _____ with American Traffic Solutions, Inc., doing business as Verra Mobility, ("Verra Mobility") to provide Sheriff and School District with a School Bus Safety Camera Enforcement Program;

WHEREAS, Sheriff's Office wishes to implement an automated enforcement program for school bus stop arm violations ("School Bus Safety Camera Enforcement Program"); and

WHEREAS, Verra Mobility has the exclusive knowledge, possession and ownership of certain equipment, licenses, and processes, referred to collectively as the "Back-office System" (herein "BOS"), to allow the School District to implement and maintain a school bus safety camera enforcement program;

NOW THEREFORE, in consideration of the mutual covenants and promises, the parties agree as follows:

I. Purpose

The purpose of this IGA is to allocate responsibility among the parties for: 1) implementing a school bus safety camera enforcement program ("Program") to capture recorded images of motor vehicles unlawfully passing school buses; and 2) capturing the fundamental terms and conditions of services to be performed by each party, the means and methods of Program funding, accounting and recordkeeping and the allocation of revenue realized from fines (including fees and surcharges) for each party's services related to the Program. Each party warrants that it has board authorization to enter into this IGA.

II. School District Responsibilities

The School District has contracted with Verra Mobility as a third-party vendor for the provision of violation detection technology equipment and services necessary to administer the Program ("Program Agreement"). The Program Agreement, attached hereto as Attachment A, is fully incorporated herein as part of the Agreement. School District will be responsible for managing the Program Agreement and vendor relationship. Upon expiration or termination of the Program, School District will be responsible for the winding up of performance, in accordance with the Program Agreement.

III. Sheriff's Office Responsibilities

Sheriff will provide law enforcement resources necessary to administer traffic enforcement and violation assessment for the Program. Sheriff will provide resources necessary to administer the Program and prosecute violations.

Sheriff will ensure that a qualified deputy or other qualified staff member reviews the recorded images no later than five (5) business days after the transmission of data indicating a traffic violation captured by Verra Mobility's technology to determine whether an infraction occurred, in accordance with Florida law. A determination of whether an infraction occurred, and communication of such determination, shall be made by Sheriff no later than five (5) business days after transmission of data indicating a traffic violation.

The Sheriff shall complete the business rules questionnaire provided by Verra Mobility and deliver such completed questionnaire to Verra Mobility setting forth the business rules for the implementation and operation of the Program.

Sheriff will reasonably cooperate with the School District in the administration of the Program. Such cooperation may include, but is not limited to, working directly with the School District's Vendor to communicate enforcement determinations or approvals necessary for Vendor to process all paperwork (i.e., notices of violation, citations and other administrative or collections activities) and payment of civil monetary penalties.

Sheriff and the School District will have access to the Verra Mobility online application to generate reports detailing data such as, but not limited to: violations reviewed, violations accepted, officer reviewing violations and hours logged on to the online application for the purpose of violation review. Sheriff and the School District will each be responsible for filing required reports as dictated by the Florida State Legislature.

Sheriff will have final approval as to the form of the citations to be issued pursuant to the Program Agreement.

IV. Financing and Reimbursement

Revenue generated from paid violations, including any fees and penalties accrued, shall be placed in a bank account owned and controlled by the School District. Fees and program maintenance charges from Verra Mobility for the upkeep of this program as outlined in Attachment A shall be paid from this account.

The Sheriff shall bill the School District monthly for the actual hours spent by deputies assigned to review evidence packets submitted by Verra Mobility for Polk County violations. The billing will detail the number of hours spent reviewing evidence packets and bill the School District at a rate of \$84.34 per hour.

V. Term

This IGA will commence on the Effective Date of the Program Agreement and will run concurrently with the term set forth in the Program Agreement ("Term"). If the Program Agreement is renewed, this IGA may be extended upon mutual written agreement. In the event the Program Agreement terminates prior to the expiration of its term, this IGA shall also be terminated.

VI. Agency

No personnel of one party will be considered an employee or agent of any other party to this IGA. Each party to this IGA assumes full responsibility for its personnel while performing services related to the Program. Each party shall be solely responsible for the supervision, daily direction, control and payment of salary (including provision of benefits and withholding of income taxes and social security), worker's compensation and disability benefits.

Notwithstanding the foregoing, to the extent applicable, Sheriff hereby grants Verra Mobility the authority to act on its behalf as a limited agent of Sheriff solely for purposes of (i) access to DMV records; and (ii) generating and administratively processing recorded images of Events as described in this IGA, the Program Agreement, and the Business Rules. Verra Mobility and its employees, contractors, agents and servants will in no event be considered to be employees, agents (other than in the limited capacity described herein), or servants of Sheriff. This IGA does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and Sheriff. Sheriff acknowledges and agrees that Verra Mobility may rely upon this paragraph in connection with performing its services under the

Program Agreement, and the parties acknowledge and agree that this paragraph may not be amended without the written consent of Verra Mobility.

VII. Non-Assignability

None of the parties to this IGA shall assign any of the obligations or benefits of this IGA without the mutual written consent of all parties.

VIII. Community Coordination and Communication

The parties to this IGA agree to jointly determine their roles for community coordination and communication for the Program and to jointly develop a public information/education plan for this Program. The parties agree to assist in producing materials for public distribution.

IX. Miscellaneous Provisions

- a. All notices or demands upon any party to this IGA will be in writing and will be delivered in person or sent by mail, addressed as follows:

Polk County Sheriff's Office
1891 Jim Keene Blvd
Winter Haven, FL 33880
Attn: Sheriff

The School Board of Polk County
1915 S Floral Ave
Bartow, FL 33830
Attn: Superintendent

- b. Headings are used for convenience only and will not be construed to limit or derogate from the meaning of each clause.
- c. This IGA may be signed in counterparts (including electronic or facsimile transmission); each counterpart will be deemed an original and all taken together constitute one and the same instrument.
- d. To the extent required by applicable law, the parties will include as attachments to this IGA authenticated copies of each appropriate action by ordinance, resolution or otherwise of the governing bodies authorizing the execution hereof.
- e. This IGA represents the parties' entire understanding and complete IGA on the subject matter contained herein and supersedes any prior or contemporaneous IGAs, representations or understandings, either written or verbal. This IGA may not be modified or amended, except by a mutually agreed writing that is signed by an authorized representative of each party and, to the extent required by law made effective by authentication, determination of an agency lawyer or Attorney General or recording.

POLK COUNTY SHERIFF'S OFFICE

By: Andria McDonald

Name: Andria McDonald

Title: Executive Director

Date: 7-2-2024

THE SCHOOL BOARD OF POLK COUNTY

By: Frederick Heid

Name: Frederick Heid

Title: Superintendent

Date: 7/2/24

DMV SERVICES SUBSCRIBER AUTHORIZATION

June 26, 2024

Frank L. Minice, Executive Director/CEO
National Law Enforcement Telecommunications System, Inc. (NLETS)
1918 W. Whispering Wind Drive
Phoenix, AZ 85085

Dear Mr. Minice:

Re: Authorization for ORI Code: FL0530000

Polk County Sheriff Grady Judd authorizes the Polk County School Board, Florida to use the Polk County Sheriff's Office ORI FL0530000 for the purpose of partnering with Verra Mobility who will obtain vehicle registration using ORI AZNlets 97.

This letter acknowledges that a contract to perform automated enforcement between Polk County School Board, Florida and American Traffic Solutions, Inc. doing business as Verra Mobility ("Verra Mobility"), is in force. As a requirement of and in performance of that contract between Polk County School Board, Florida, and Verra Mobility, it will be necessary for Verra Mobility to access motor vehicle data on our agency's behalf.

This program will operate within the Axis environment under partner ORI AZNlets 97.

Please accept this letter as authorization from Polk County Sheriff Grady Judd for Verra Mobility to run motor vehicle inquiries for enforcement purposes as defined in Florida State Statute 316.172(a) or 316.172(b). This authorization will automatically expire upon the termination of the contract between Polk County School Board, Florida, and Verra Mobility; and such authorization is limited to violations detected by the automated enforcement camera systems.

SUBSCRIBER INFORMATION

Subscriber Agency/Name	<u>Polk County Sheriff's Office</u>
Nlets Agency ORI	<u>FL0530000</u>
Name of Authorized Representative	<u>Grady Judd</u>
Title of Authorized Representative	<u>Sheriff</u>
Mailing Address	<u>1891 Jim Keene Blvd</u>
	<u>Winter Haven FL 33880</u>
Telephone	<u>863 298 6392</u> Fax _____
Email	<u>GJudd@polksheriff.org</u>
Signature of Authorized Representative	
Date Signed	<u>7-2-2024</u>