

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	September 17, 2024	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Engineering & Public Works		
Submitted By:	Engineering & Public Works		
Submitted For:	Traffic Division		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) adopt a Resolution approving a Memorandum of Understanding (MOU) between Palm Beach County (County) and the Florida Department of Highway Safety and Motor Vehicles (FLHSMV) for redacted crash data (Data); and



B) approve the MOU with the FLHSMV.

SUMMARY: Adoption of this Resolution and approval of the MOU will allow the County to receive redacted Data from the FLHSMV before it is available to the public. Currently the County does not receive the Data until 60 days after a vehicle crash report is filed. This MOU allows the FLHSMV to provide the County with redacted Data upon request, before the 60 day period, to identify crash causes and trends, and implement traffic control enhancements that improve public safety. Countywide (YBH)

Background and Justification: Pursuant to § 316.066(2)(a), Florida Statutes, as amended, crash reports held by FLHSMV that reveal the identity, home or employment telephone number, home or employment address, or other personal information concerning parties involved in a crash are confidential and exempt from public record disclosure for a period of 60 days after the report is filed, and may only be released when an MOU is in place with a third party.

Attachments:

1. Resolution (3)
2. Memorandum of Understanding (3)

Recommended By:		<u>8/17/2024</u>	
<small>YBH/TEL</small>	County Engineer	Date	
Approved By:		<u>8/23/24</u>	
	Deputy County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes No

Is this item using Federal Funds? Yes No

Is this item using State Funds? Yes No

Budget Account No:

Fund Dept Unit Object

Recommended Sources of Funds/Summary of Fiscal Impact:

** This item has no fiscal impact at this time.

Adopt A Resolution

Memorandum of Understanding (MOU) between Palm Beach County (County) and Florida Department of Highway Safety and Motor Vehicles (FLHSMV) to receive redacted crash data without delay; and approve the MOU with the FLHSMV**

C. Departmental Fiscal Review: *Danny Rantalsup*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Lisa Mark 8/15/24
 MD 8/14 OFMB 7A 8/14

Frank Macillo 8/20/24
 Contract Dev. and Control
 8/19/24

B. Approved as to Form and Legal Sufficiency:

[Signature] 8/20/24
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

RESOLUTION NO. R 2024-_____

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA, APPROVING THE
MEMORANDUM OF UNDERSTANDING BETWEEN PALM BEACH
COUNTY AND THE FLORIDA DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES FOR REDACTED CRASH DATA.**

WHEREAS, the Florida Department of Highway Safety and Motor Vehicles (FLHSMV), an agency of the State of Florida, collects and maintains motor vehicle crash records; and

WHEREAS, pursuant to Section 316.066(2)(a), Florida Statutes, as amended (Statute), crash reports held by the FLHSMV that reveal the identity, home or employment telephone number, or home or employment address, or other personal information concerning the parties involved in a crash (collectively, PERSONAL INFORMATION) are confidential and exempt from public record disclosure for a period of 60 days after the report is filed, and may only be released, as authorized by the Statute; and

WHEREAS, the Statute allows the FLHSMV, pursuant to a Memorandum of Understanding (MOU), to provide redacted data derived from crash reports to a third party for the purpose of identifying vehicles involved in crashes, if such data does not reveal PERSONAL INFORMATION (CRASH DATA); and

WHEREAS, Section 316.006(3), Florida Statutes, vests Palm Beach County (COUNTY) with traffic control jurisdiction over streets and highways that are not State roads and are not subject to a municipality's original jurisdiction (collectively, ROADS); and

WHEREAS, pursuant to Section 316.006(3), Florida Statutes, the COUNTY may place and maintain conforming traffic control devices on ROADS; and

WHEREAS, the COUNTY conducts engineering studies when exercising its traffic control jurisdiction pursuant to Section 316.006(3), Florida Statutes; and

WHEREAS, the COUNTY performs engineering studies using CRASH DATA to determine the causes of crashes on ROADS, and to implement traffic control enhancements that improve safety; and

WHEREAS, because certain types of crashes and locations require a more immediate review and response, the COUNTY would like to receive CRASH DATA upon request, before the Statute referred to period of 60 days; and

WHEREAS, the COUNTY agrees to enter into the MOU with the FLHSMV to receive CRASH DATA upon the COUNTY's request; and

WHEREAS, pursuant to the MOU, the FLHSMV agrees to provide CRASH DATA to the COUNTY upon request within a reasonable time; and

WHEREAS, the MOU requires the COUNTY to ensure that the use of the CRASH DATA is only for the purposes outlined in the MOU and complies with applicable state and federal laws or regulations; and

WHEREAS, pursuant to the MOU, the COUNTY will use the CRASH DATA to identify crash causes, trends and safety enhancements; and

WHEREAS, the COUNTY and the FLHSMV believe the public interest will be best served by entering into the MOU.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The Mayor is hereby authorized to execute the MOU.
2. The foregoing recitations are true, accurate and correct and are incorporated herein.
3. This Resolution shall take effect upon its adoption.

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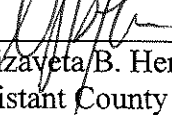
The foregoing Resolution was offered by Commissioner _____ who moved for its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

- Commissioner Maria Sachs, Mayor -
- Commissioner Maria G. Marino, Vice Mayor -
- Commissioner Gregg K. Weiss -
- Commissioner Michael A. Barnett -
- Commissioner Marci Woodward -
- Commissioner Sara Baxter -
- Commissioner Mack Bernard -

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of _____, 2024.

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS

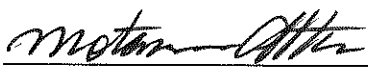
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: ybh/tel 
Yelizaveta B. Herman
Assistant County Attorney

JOSEPH ABRUZZO, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

BY: _____
Deputy Clerk

APPROVED AS TO TERMS AND CONDITIONS

BY: Motasem Al-Turk 
Motasem Al-Turk, Ph.D., P.E.
Traffic Division Director

MEMORANDUM OF UNDERSTANDING
REDACTED CRASH DATA
HSMV-

This Memorandum of Understanding (“MOU”) is entered into by the Florida Department of Highway Safety and Motor Vehicles (“Department”) and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“COUNTY”), each a “Party” and collectively referred to as “Parties.”

WHEREAS, the Department is a governmental entity with primary duties that include issuance of motor vehicle and driver licenses, registration and titling of motor vehicles, and enforcement of all laws governing traffic, travel, and public safety upon Florida’s highways; and

WHEREAS, the Department has an interest in serving the citizens of Florida in all matters concerning the highways of this State including Consumer Protection; and

WHEREAS, the Department, in carrying out its statutorily mandated duties, collects and maintains motor vehicle crash records, which are subject to the parameters set forth in § 119.0712(2) and 316.066(2)(b), Fla. Stat.; and 18 U.S.C. § 2721-2725, the Driver Privacy Protection Act (“DPPA”); and

WHEREAS, the Department, in carrying out its statutorily mandated duties, is permitted to provide access to motor vehicle crash records in accordance with § 119.0712(2) and 316.066(2)(b), Fla. Stat., and DPPA; and

WHEREAS, pursuant to § 316.066(2)(a), Fla. Stat., crash reports that reveal the identity, home or employment telephone number or home or employment address of, or other personal information concerning the parties involved in the crash; and that are held by an agency, as defined in § 119.011, Fla. Stat., are confidential and exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1), Fla. Stat. for a period of 60 days after the date the report is filed, and further may only be released as specifically authorized by § 316.066, Fla. Stat.; and

WHEREAS, this MOU is permitted by § 316.066(2)(b), Fla. Stat., which states in pertinent part: "This section shall not prevent an agency, pursuant to a memorandum of understanding, from providing data derived from crash reports to a third party solely for the purpose of identifying vehicles involved in crashes if such data does not reveal the identity, home or employment telephone number or home or employment address, or other personal information of the parties involved in the crash."

NOW THEREFORE, the Parties agree to the following conditions:

1. Pursuant to § 316.022(2)(b), Fla. Stat., the Department will provide to _____ COUNTY _____, upon request within a reasonable time as determined by the Department, which the Department may decide to provide on a weekly basis, data derived from Florida crash reports solely for the purpose of identifying vehicles involved in crashes. The data provided by this MOU will not include the identity, home or employment telephone numbers, home or employment addresses, or any other personal information of the parties involved in a crash. The Department will provide documentation to _____ COUNTY _____ describing the format and definitions of the data provided to _____ COUNTY _____ by the Department pursuant to this MOU, and will supply documentation to _____ COUNTY _____ describing changes to such format and definitions as soon as possible, but no later than thirty (30) days before such changes are reflected in any data provided to _____ COUNTY _____ by the Department pursuant to this MOU.
2. All data and information provided to _____ COUNTY _____ by the Department pursuant to this MOU shall only be used for the purposes identified in this MOU. _____ COUNTY _____ agrees to ensure that any use by _____ COUNTY _____ of the data provided through the MOU will comply with all applicable state or federal law or regulations. _____ COUNTY _____ will abide by all applicable federal and state laws and regulations with respect to the disclosure of data obtained through this MOU and, to the extent legally required, will protect and maintain the confidentiality of the data received from the Department. To the extent allowed by law, subject to the limits of Section 768.28, Florida Statutes, _____ COUNTY _____ agrees to indemnify and hold harmless the Department for any claims made by a third party resulting from _____ COUNTY _____'s negligent or wrongful use of any data provided by the Department through this MOU.
3. _____ COUNTY _____ is solely responsible for any of its own costs associated with this MOU, and this MOU does not create any financial obligations on the Department.

4. This MOU will expire two (2) years from the date last signed by the Parties. Either Party may terminate this MOU at will sooner upon providing thirty (30) days' prior written notice to the other Party. In addition, this MOU is subject to unilateral suspension or termination by the Department without notice to _____ COUNTY _____ for the failure of _____ COUNTY _____ to comply with any of the requirements of this MOU, or with any applicable state or federal laws, rules, or regulations, including, but not limited to, DPPA, sections 119.0712(2), 316.066, 324.242 or 501.171, Florida Statutes, or any laws designed to protect driver privacy. Upon expiration or termination, _____ COUNTY _____ may continue to use any and all data already provided to _____ COUNTY _____ by the Department under this MOU as of the effective date of such expiration or termination solely for the purposes identified in this MOU, in compliance with state and federal law.
5. The Parties agree that all provisions herein concerning protection of data provided by the Department to _____ COUNTY _____ shall survive the expiration or termination of this MOU, and that the Department reserves the right to enforce the provisions of this MOU after expiration or termination, including obtaining injunctive relief.
6. _____ COUNTY _____ will cooperate and ensure that its subcontractors, if any, cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing pursuant to § 20.055, Fla. Stat.
7. **If applicable**, _____ COUNTY _____ must comply with the requirements of the State of Florida, Office of the Governor, Executive Order Number 20-044, issued February 20, 2020, regarding submission of an annual report, as required by the Department, which shall include, in part, _____ COUNTY _____'s most recent IRS Form 990, *Return of Organization Exempt from Income Tax*.
8. This MOU is executed and entered into in the state of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the state of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

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(signature pages to follow)

In witness hereof, the Parties have executed this MOU by their duly authorized officials on the date signed by the Department.

FOR COUNTY:

PALM BEACH COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

Requesting Party Name

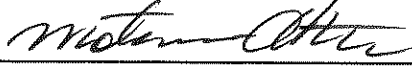
Street Address

Suite

City State Zip Code

(COUNTY Seal)

Approved as to Terms and Conditions:

By: 

Motasem Al-Turk, P.E., Ph.D.
Traffic Division Director

8/12/24
Date

ATTEST:

JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Maria Sachs, Mayor

Approved as to Form and Legal Sufficiency:

By: _____
Yelizaveta B. Herman
Assistant County Attorney

FOR DEPARTMENT:

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES

Providing Party Name

2900 Apalachee Parkway

Street Address

Suite

Tallahassee, Florida 32399

City State Zip Code

BY:

Signature of Authorized Official

Printed/Typed Name

Title

Date