

RFP No. 24-027
Speed Detection Camera System for School Zones

Due Date: Wednesday, March 20, 2024
Due Time: 3:00 P.M.



ST. LUCIE COUNTY
PURCHASING DEPARTMENT
2300 VIRGINIA AVENUE, ROOM 228
FT. PIERCE, FL 34982-5652
(772) 462-1700

LEGAL NOTICE

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSAL (RFP)

RFP No. 24-027

Speed Detection Camera System for School Zones

Sealed Proposals from qualified firms or individuals to establish Speed Detection Camera System for School Zones, as listed in Request for Proposal **24-027** will be received at the Purchasing Department, St. Lucie County Board of County Commissioners, 2300 Virginia Avenue, Fort Pierce, Florida 34982, **until 3:00 P.M. Local Time, on Wednesday, March 20, 2024**, at which time this RFP will be publicly declared closed.

Proposal documents may be obtained via download at www.DemandStar.com . If you do not have Internet access, you may obtain the documents by contacting the Office of the Purchasing Division at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, (772) 462-1700.

Proposers may not withdraw their proposals for a period of ninety (90) calendar days after the day set for the opening of Proposals.

St. Lucie County reserves the right to waive informalities, to reject any and all RFP submittals, and to accept any RFP submittals or any combination of RFP submittals, which in its sole judgment will best serve the public interest.

CAUTION: It is the bidder's/Proposer's responsibility to ensure that bids/proposals are received in the Purchasing Department prior to the date and time specified above. Receipt of a bid/proposal in any other County office does not satisfy this requirement. St. Lucie County is an Equal Opportunity/ Affirmative Action Employer.

Advertisement Date: Sunday, February 18, 2024

Table of Contents

<u>Section/Description</u>	<u>Page No.</u>
Section 1 – Definitions.....	4
Section 2 – Scope of Services.....	5-6
Section 3 – Qualifications.....	6
Section 4 – Term of Contract.....	6
Section 5 – Inquiries/Availability.....	6
Section 6 – Submittal Information: How When & Where.....	7-9
Section 7 – Evaluation Methodology.....	9
Section 8 – Selection Procedure.....	10
Section 9 – Evaluation Criteria.....	11
Section 10 – Rejection Criteria.....	11
Section 11 – Waivers.....	12
Section 12 – Bonds and Insurance Requirements.....	12
Section 13 – General Conditions.....	13-16
Proposer’s Checklist.....	17
Attachment “A” – Proposer’s Qualifications Statement.....	18
Attachment “B” – Non-Collusion Affidavit.....	21
Attachment “C” – Guarantee of Proposal.....	22
Attachment “D” – Drug Free Workplace Affidavit.....	24
Attachment “E” – Team Composition.....	25
Attachment “F” – Professional Personnel for Similar Projects.....	26
Attachment “G” – Volume of Work Performed for St. Lucie County.....	28
Attachment “H” – Reference Form.....	29
Attachment “I” – Signature Page.....	31
Exhibit “1” – School Locations.....	32
Exhibit “2” – School Zone Ordinance.....	32

SECTION 1 – DEFINITIONS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

- 1.1 **County:** St. Lucie County, Florida Board of County Commissioners.
- 1.2 **Contract:** The written agreement for performance of the Scope of Work entered into between the County and the successful Proposer.
- 1.3 **Contract Administrator:** The Staff member that is designated as the representative of the COUNTY concerning the contract documents.
- 1.4 **Evaluation/Selection committee:** County staff and/or outside consultants assigned to evaluate the submitted proposals.
- 1.5 **Proposer:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Agreement, Proposer shall mean the same thing as the PROPOSER.
- 1.6 **Purchasing Department:** The Purchasing Department of the St. Lucie County Board of County Commissioners.
- 1.7 **“Provider”, “Bidder”, “Contractor”, or “Successful Proposer” or “Consultant”:** The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
- 1.8 **Qualifications/Proposal, Proposals,** shall refer to any Offer(s) submitted in response to this Request for Proposal.
- 1.9 **Request for Proposal, RFP”, or Proposal:** This Request for Proposal including all Exhibits and Attachments as approved by the County, and addendums issued by the Purchasing Division.
- 1.10 **Request for Proposal, or Proposal:** Terms used interchangeably in this Request for Proposal while retaining the same meaning.
- 1.11 **Subcontractor/Sub-consultant:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Successful Proposer.
- 1.12 **Work, Services, Program, Project, or Engagement:** All matters that will be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFP.

SECTION 2 – SCOPE OF SERVICES

2.1 COUNTY'S INTENT

St. Lucie County is requesting proposals from qualified Firm(s) for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the County with revenue sharing of any collections.

2.2 SCOPE OF SERVICES

The Firm will supply a speed camera detection system and program for school zones in St. Lucie County and any other participating public agencies. This system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the vendor. The Firm may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid. The Firm is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.

2.3 PROJECT SPECIFIC REQUIREMENTS

- Firm performs all necessary needs testing.
- Firm provides and installs all signage and equipment related to the program.
- Firm maintains all equipment, documentation, certifications, and permissions related to the program.
- Firm will be required to process payments. Online, phone, and mail in payments with credit card, check, or e-check.
- Firm will be expected to provide at a minimum a telephonic customer service center to handle citizen inquiries. Web-based customer service is also encouraged.
- Firm provides system training to the Sheriff's Office at no cost.
- Firm provides the Sheriff's Office with the ability to review stored footage (minimum 45 days).
- Firm provides the Sheriff's Office with the ability to live stream video from the camera feeds.
- Firm provides software for the approval and management of citations, review of video, and input of "hot list" data.
- Firm provides software for accessing automated license plate readers features.
- Speed detection camera system must be a high-definition motion picture camera system that uses only infrared for lighting.
- Automated license plate readers for each location.
- Shall have the ability to merge automated license plate readers data with FLOCK Recognition database systems.
- System must provide traffic data for speed and volume based on time of day.
- System must be programmable for school calendar, specific enforcement times, and variable speed thresholds.
- System must be fixed location in nature.
- System must manage multi-lane roads with high volumes of traffic.
- Firm provides all necessary documentation of certifications, citations, and evidence needed for court hearings.
- The service contract with St. Lucie County must be reviewable with an option to terminate after one year of implementation. St. Lucie County would not exercise their option to renew.
- Automated license plate readers and video system capabilities must be maintained at all times without regard to school calendar or the volume of citations generated at any location.
- Firm is responsible for the cost of returning physical locations to their previous state if any equipment is removed or uninstalled for any reason.

- Firm is responsible for ensuring compliance with all applicable Florida laws regarding school zone speed enforcement and automated license plate reading.
- Firm is responsible for obtaining all necessary permits from FDOT, St. Lucie County, and the city of Fort Pierce or city of Port St. Lucie.
- Firm is responsible for compliance with Florida Statutes including but not limited to Section 316.1896
- Programmed enforcement times must be able to be modified within 24 hours' notice to accommodate changes in active school zone times.
- The County shall have the right to use the selected firms' infrastructure to add additional equipment to the chosen firms' pole such as additional cameras and/or automated license plate reader cameras at the sole discretion of the County. The County will not pay a lease fee for access to the infrastructure or any increase in electricity that may be incurred.
- The Firm will allow any and all violators to view a video clip in addition to a still photo of them committing a violation.
- The Firm will comply with Florida State Statute 119 in regard to public records request at the Firm's sole costs.
- Annual Reporting: Section 316.1896(16)(a) requires annual reporting to the Department of Highway Safety and Motor Vehicles detailing the speed detection systems' results and public safety objectives. The firm will be responsible for providing the required data in a written summary report for the purposes of meeting the annual reporting requirements.
- Data Retention and Destruction: Section 316.1896(15)(b) outlines the requirement for destroying recorded video or photographs obtained through the use of a speed detection system within 90 days after the final disposition of the recorded event.
- Self-testing and Calibration: Section 316.1906(3) mandates self-testing and calibration requirements for speed detection systems.

SECTION 3 – QUALIFICATIONS

Proposals will be considered from qualified firms or individuals whose experience includes successful work on similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

SECTION 4 - TERM OF CONTRACT

The County anticipates awarding a one (1) year contract with two (2) two-year extension options. At the sole discretion of the County, additional locations may be added or deleted from the resulting agreement. The service contract with St. Lucie County will be reviewable with an option to terminate after one year of implementation. Thus, St. Lucie County would not exercise their option to renew.

SECTION 5 – INQUIRIES/AVAILABILITY

5.1 Inquiries concerning Proposal Submittals should be made in writing and directed as follows:

St. Lucie County Purchasing
2300 Virginia Avenue, Room 228
Fort Pierce, FL 34982

Attn: Desiree Cimino
E-mail: ciminod@stlucieco.org

The County will respond to written inquiries if received at least seven (7) working days prior to the date scheduled for receiving the bid/proposals.

The County will record its responses to inquiries and any supplemental instructions in the form of a written addendum. No interpretation shall be considered binding unless provided in writing by St. Lucie County. All addendums are posted on DemandStar.com, **it is the sole responsibility of the Proposer to ensure it is received.**

5.2 Copies of the RFP may be obtained from the Purchasing Department by calling **772-462-1700**.

CONTACT WITH ST. LUCIE COUNTY PERSONNEL OTHER THAN THE PURCHASING DIVISION OR A DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR QUALIFICATIONS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

SECTION 6 – SUBMITTAL INFORMATION: How, When & Where

6.1 Proposer should submit (in a sealed envelope indicating Proposer's name and Request for Proposal (RFP) number), name, and due date.

All (RFP's), must be submitted on 8½" by 11" paper, neatly typed on one side only, with normal margins and spacing. One (1) marked original, and seven (7) hard copies [**a total of eight (8)**] complete submittals must be received by the closing date and time. The original and all copies must be submitted in a sealed envelope.

6.2 Responses to the RFP must be signed in ink by an authorized officer of the proposing Firms who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Proposal by the Proposer will be considered, by the County, as constituting an Offer by the Proposer to perform the required services.

6.3 Proposals, once opened, become the property of the County and will not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 462-1700 before proposal opening time and ask for receptionist. Proposals received after the established deadline will be returned unopened to the Proposer.

Submit this portion of the Request for Proposal as your Firms Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the County to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the County.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by County in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the County to reject the Proposal, and if after the award, to cancel and terminate the award and/or contract.

The submitted Proposal shall include the following:

1. **Title Page.** Title page shall provide the RFSP subject; the firm's name; the name, address and telephone number of contact person; and the name, address, principal place of business and telephone number of the legal entity with whom the contract is to be entered.
2. **Table of Contents.** The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number. The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.
3. **Transmittal Letter.** This letter will summarize in a brief and concise manner the Proposer understanding of the work to be performed, a statement why the firm/individual believes itself to be best qualified to provide the general planning services, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.
4. **Detailed Technical Proposal.** The detailed proposal should follow the order set forth as stated below.

TECHNICAL PROPOSAL

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity, and methodology of the firms/individuals seeking to provide the services in conformity with the requirements of this Request for Proposal. Therefore, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm/individual and of the staff members to be assigned to this engagement. The technical proposal should address each of the points outlined in the RFP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects must be included.

Section 1: INTRODUCTION LETTER (not to exceed three pages)

An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. The introduction shall be signed by an individual authorized to bind the Firm.

Section 2: APPROACH TO THE SCOPE OF SERVICES (unlimited pages)

The Proposal shall include a description of the proposed general services engagement, with any exhibits or documentation deemed essential, addressing the following:

- 1) Overall approach and methods to accomplish the proposed services;
- 2) Working knowledge of the St. Lucie County;
- 3) Describe the current workload of each person who will be involved in the Proposal;
- 4) Summarize other Proposer resources available to meet the County's needs;
- 5) Provide information regarding any proposed innovative concepts that may enhance value and quality of the proposed work; and
- 6) Any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the County.

Section 3: WORK EXPERIENCE

The Proposal shall include past performance, including the total number of similar entities to which the Proposer has provided like-type services. The Proposer shall list a minimum of three (3) projects it has worked on in the

past five (5) years of similar scope and complexity. Emphasis should be on proposed services identified herein, provided for municipal clients within the State of Florida. The descriptions shall include: the client's reference and contact information; key project staff; summary of the work performed; the contract amount; the schedule; and the project's achievements, milestones, and hardships. The Proposer may submit both as a prime and/or serve as a sub-Proposer under another Proposal.

Section 4: KEY STAFF EXPERIENCE AND QUALIFICATIONS

Proposers shall submit the following information (for Proposer and any sub-Proposers) as described in the sections below:

- 1) Staffing levels at office locations;
- 2) Total staff available for this Proposal and the anticipated percent of work to be performed by various levels of staff including organizational chart;
- 3) Experience and qualifications of all key Proposer and Sub-Proposer players; (Provide resumes and licenses of all persons who will be involved in the engagement of the proposed project(s); and
- 4) List of tasks to be subcontracted out;

Section 5: LITIGATION AND TERMINATIONS

Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFSP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

Section 6: COST DETAIL

Propose a fee schedule for use of the requested services/work and schedule of fees for completion of all proposed services required. Provide revenue split.

SECTION 7 - EVALUATION METHODOLOGY

The County may assemble an evaluation and selection committee comprised of staff and additional consultants, if necessary. This committee shall evaluate the proposals and may recommend the top ranked firm(s) for oral presentations or discussions. The committee shall evaluate the proposals based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Scope of Services with and including proof of insurance as described herein; and other requirements as required by the County.

EVALUATION CRITERIA

Criteria for Evaluation	Available Points
<p>Qualifications and Experience / Ability of Professional Personnel</p> <ul style="list-style-type: none"> ○ Availability of qualified personnel ○ The quality of the firm’s professional personnel to be assigned to the engagement and the quality of the firm’s support personnel and continuity of staff. ○ Ability to perform additional services and provide technical support throughout the period of engagement ○ Ability to meet set standards ○ Previous contracting experience with the County and other governmental agencies ○ Evidence of a capable and well-organized engagement team and management plan ○ Evidence of insurance capacity 	25
<p>Quality of Services</p> <ul style="list-style-type: none"> ○ Conveyance of a willingness to work with County staff to maximize resources. ○ The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm’s capacity to accomplish it successfully. ○ High quality level of services to be provided to County 	20
<p>Technical Approach to the Project/Scope of Work</p> <ul style="list-style-type: none"> ○ Approach to the Project and Methodology ○ Understanding of County needs ○ Technical Soundness of the proposal ○ Applicability of the services offered ○ Meeting the County's operational requirements ○ Timeline ○ Features ○ Adaptability to ALPR System FLOCK 	20
<p>Fee</p> <ul style="list-style-type: none"> ○ Revenue Split Amount 	25
<p>Other</p> <ul style="list-style-type: none"> ○ Overall completeness, clarity, and quality of proposal ○ Volume of Work in process 	10
<p>Maximum Technical Points</p>	100

SECTION 8 - SELECTION PROCEDURE

- 8.1** The County reserves the right to award to one Proposer, to split the award among multiple Proposers or to not award.
- 8.2** No award with respect hereto shall be deemed final and all such awards shall be deemed conditional, unless and until the parties shall have fully executed the agreement(s) contemplated herein, and a fully executed agreement has been returned to the Proposer by the county. The County reserves the right to revoke any award made hereunder, without penalty, premium or obligation, at any time prior to the delivery of the fully executed agreement(s) to the proposer, notwithstanding that an award may have been published. No Proposer shall be entitled to rely on any announcement of awards, and the County shall in no way be stopped in the revocation of an award previously granted.

SECTION 9 – EVALUATION CRITERIA

9.1 **General:**

The County shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The County reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The County's decisions will be final.

AWARD OF CONTRACT – EVALUATION/SELECTION PROCESS

If the Contract is to be awarded, it will be awarded to the most responsible and responsive Proposer after evaluation by the County and who the County determines will be in the best interests of the County and not necessarily to the lowest Proposer. The evaluation process is designed to award the Contract to the Proposer with the best combination of attributes as demonstrated in the solicitation scores.

The evaluators will consider how well each Proposer responds to the requirements in the RFP and how the proposal meets the needs of the County. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the response. Please follow all instructions carefully. The Proposal shall be submitted according to the outline specified. A Proposal that fails to follow these instructions may be considered non-responsive and may be eliminated from further consideration.

Based on information acquired through the Proposer's responses and responses of references, the County will award a preliminary score.

Based on the Preliminary scores, the County **MAY** request that the top scoring Proposers make an oral presentation.

SECTION 10 – REJECTION CRITERIA

- 10.1** Your proposal shall be considered non-responsive if any of the following criteria exist (this list is not all inclusive):

All questions and instructions, including the questions in the Qualifications Package, have not been properly completed.

The instructions, order and forms in the Proposal Package have not been properly followed.

The RFP response Package is found to have concealed or contained false and/or misleading information.

The County did not receive the RFP Package prior to the submittal deadline.

Your firm is not licensed with the Florida Secretary of State to do business in Florida.

Executed requested Attachments/Affidavits are not submitted with the response.

The proposal/bid bond/fidelity bond, if required, is not included in the Package.

The Proposal signature page and certification is not properly executed.

SECTION 11 - WAIVERS

The County in its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it will best serve public interest.

SECTION 12 - BONDS AND INSURANCE REQUIREMENTS

12.1 Bonds (if required) must be issued by a Bonding Company with a Best Insurance Guide's rating of "A-" or better and must be licensed or authorized to do business in the State of Florida. Certificates of insurance, Public Construction Bonds and/or Maintenance Bonds must be received by the applicable County office prior to actual commencement of the project. All certificates of insurance shall list the county as an additional Insured and reference the specific project. The policies shall also provide the County will be given a thirty (30) day written notice prior to any adverse change, cancellation, or non-renewal.

12.2 BONDS & INSURANCES REQUIREMENTS:

BONDS

- A. No 5% Bid Security**
- B. No 100% Maintenance Bond _____ years**
- C. No 100% Public Construction Bond (see bid form)**

INSURANCE

- A. Yes Worker's Compensation**
\$500,000 by accident - each accident
\$500,000 by disease - each employee
\$500,000 by disease - policy limit
- B. Yes Commercial General Liability**
\$1,000,000 per occurrence
\$2,000,000 per aggregate

- C. **Yes** **Commercial Auto Liability**
 Combined Single Limit, Bodily Injury/Property
 Damage **\$1,000,000**

- D. **No** **Builder's Risk** (all risks for the total construction cost of the project)

- E. **No** **Professional Liability** \$1,000,000 aggregate

- F. **No** **Other** _____

12.3 BID SECURITY: N/A

- 12.4 The Consultant shall indemnify and hold the County harmless for any damages resulting from failure of the Consultant to take out and maintain such insurance. The Consultant shall be responsible for payment of all deductibles and self-insurance retentions on Consultants Liability Insurance policies.

- 12.5 In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon 30 days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability.

- 12.6 It shall be the responsibility of the Consultant to ensure that all subcontractors comply with the same insurance requirements referenced above.

- 12.7 For the entire term of the contract, the successful Proposer is responsible for submitting renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance to expiration of a previous policy.

SECTION 13 – GENERAL CONDITIONS

- 13.1 **VENUE:** All contracts shall be governed by the laws of the State of Florida and venue shall be in St. Lucie County, Florida.

- 13.2 **EXPENSES:** Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. All expenses in the preparation of this RFP are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents’ qualifications and ability to meet the requirements of the RFP.

- 13.3 **INTERPRETATIONS:** All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the County in writing prior to the opening of Proposals; failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision by the County. Any questions concerning the intent, meaning and interpretations of the Proposal Documents shall be requested in writing, and received by the County at least fourteen (14) days prior to the Proposal Opening. Inquiries shall be addressed to the Purchasing Manager. No person is authorized to give oral interpretations of, or make oral changes to the Proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers in the appropriate place on the Proposal Form.

13.4 PUBLIC ENTITY CRIMES: Pursuant to F.S. 287.133. as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.

13.5 ASSIGNMENT: Any Purchase Order or Contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable, in whole or part.

13.6 INDEMNIFICATION: The Consultant covenants and agrees at all times to save, hold, and keep harmless the County, its Officials, Employees, and Agents, and indemnify the County, its Officials, Employees, and Agents, against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees, and liability of every kind and nature whatsoever to the extent arising out of or in any way connected or arising out of the Consultant's performance of this Agreement. Only those matters which are determined by a final, non-appealable judgment to be the result of the negligence of the County or the negligence of a third party who is not an agent, employee, invitee, or subcontractor of the Consultant shall be excluded from the Consultant's duty to indemnify the County, but only to the extent of negligence of the County or such third party. The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided.

13.7 PROPOSALS TO REMAIN OPEN: All proposals shall remain open for the number of days after the day of the proposal opening stated in the special provisions, or if no such number of days is stated, all proposals shall remain open for ninety (90) days after the date of proposal opening prior to award. The County may, in its sole discretion, release any proposal prior to that date.

13.8 DELAYS: The County may delay scheduled due dates if it is to the advantage of the County. The County will notify Proposers of all changes in scheduled due dates by written addenda.

13.9 ANNUAL APPROPRIATION: N/A

13.10 EMPLOYEES: Employees of the Consultant shall at all times be under its sole direction and not be an employee or agent of the County. The Consultant shall supply competent employees. The County may require the Consultant to remove an employee or subcontractor it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the County or without any increase in Contract Price. Consultant shall be responsible to the County for the acts and omissions of all employees working under its directions whether or not the actions taken go beyond the normal scope of employment.

- 13.11 ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the proposal response shall be evaluated or considered, have no force or effect, and are inapplicable to this proposal unless agreed to in writing by the County. It is understood and agreed that the conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.
- 13.12 DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Proposer from the responsibility of supplying complete and fully operational units, together with all appurtenances necessary for unrestricted operation as determined by the County in its sole discretion.
- 13.13 MODIFICATION OF AN OFFER:** Any modification of an Offer by the Proposer shall be submitted to the Purchasing Office prior to the Solicitation Closing Date & Time. The Proposer shall submit the new Offer and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Offer. The Proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to modify the Proposal is presented. A County representative will verify this information prior to acceptance of the modified proposal. The sealed envelope shall contain the same information as required for submitting the original Offer. In addition the envelope shall be marked with a statement that this Offer replaces the previously submitted Offer. No modifications of an Offer shall be accepted after the Solicitation Closing Date & Time.
- 13.14 WITHDRAWAL OF AN OFFER:** An Offer shall be irrevocable unless the Offer is withdrawn as provided herein. A Proposal may be withdrawn only by written communication delivered to the Purchasing Office prior to the Solicitation Closing Date & Time. The Proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented. A representative will verify this information prior to return of the Proposer's proposal. An Offer may also be withdrawn after one hundred and eighty (180) calendar days after the Solicitation Closing Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Purchasing Office at the address identified in this Solicitation. The withdrawal letter must be on the company letterhead and signed by an authorized agent of the Proposer.
- 13.15 CONTRACT EXTENSION:** The County reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The County shall notify the Successful Proposer in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the County and the Successful Proposer are in mutual agreement of such extensions.
- 13.16 IRREGULARITIES; REJECTION OF PROPOSALS:** Proposals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive or irregular. However, the County reserves the right to waive any irregularities, technicalities, or informalities in any proposal. The County reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors, reject the proposal of any Proposer in arrears or in default upon any debt or contract to the Board of County Commissioners of St. Lucie County or who have failed to perform faithfully any previous contract with the County or with other governmental jurisdictions. The County reserves the right to reject any or all proposals without cause.

- 13.17** **ADDENDA**: If revisions become necessary, the County will provide written addenda at least five working days prior to the opening date to all Proposers who receive the RFP. This will be adhered to even if the opening date must be postponed in order to observe the time requirements. Any changes to the RFP will be made available for all prospective Proposers to receive. Although we will make an attempt to notify you of the addendum, it is the sole responsibility of the Proposer to ensure it is received.
- 13.18** **EQUAL OPPORTUNITY**: The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises. The County requests minority and women business enterprises to submit evidence of such classification with their proposals.

**ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS
PROPOSER'S CHECK LIST**

PROPOSALS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with your proposal.

Before sending in your proposal, please make sure you have completed all of the following:

- ___ Enclose **Eight (8) complete** sets of the RFP package (one marked original and seven marked copy), including all handwritten sections, **and eight (8) sets of any descriptive literature, brochures and/or supporting data.** Please make and retain a separate copy of this proposal package for your records.

- ___ All Forms, must be complete and have a manual or signature (original signature) preferably signed in blue ink. (Attachments A through I)

- ___ Include proof of proper licensing to do business in Florida.

- ___ Every page that has anything handwritten on it, must be imprinted with the company's name on the top right-hand corner of the page.

- ___ Return proposal in an envelope with the proposal number and name of proposal printed on the front of the envelope. If Fed-Ex or UPS - please keep proposal in a separate sealed envelope when placing, it in their packaging.

- ___ Acknowledge in the proposal any and all addendums issued and manually sign each addendum sheet and submit it with your proposal.

- ___ Erasures or other descriptive literature, brochures and/or data must be initialed by the person signing the proposal.

- ___ If you desire a copy of the proposal tabulation, include a **self-addressed, stamped envelope** for proposal tabulation to be mailed back to you.

_____ **PLEASE INITIAL AND RETURN WITH PROPOSAL FORM**

ATTACHMENT "A"

**RFP No. 24-027
Speed Detection Camera System for School Zones**

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render the proposal non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title: _____

PROPOSER'S Telephone and Fax Number: _____

PROPOSER'S License Number: _____
(Please attach certificate of status, and/or state registration.)

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business: _____

State the number of years your firm has been in business under your present business name:

State the number of years your firm has been in business in the work specific to this RFP:

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship Partnership Corporation

**IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.
(ATTACH IN PROPOSER EXHIBIT SECTION)**

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the County and shall render the Proposer RFP submittals non-responsive.

At what address was that business located?

Have you ever failed to complete work awarded to you. If so, when, where and why?

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by COUNTY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the COUNTY to reject the Proposal, and if after the award, to cancel and terminate the award and/or contract.

By: _____

(Signature)

ATTACHMENT "B"

NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

PROPOSER is the _____
(Owner, Partner, Officer, Representative or Agent)

PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other PROPOSER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: _____

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public (Signature)

My Commission Expires: _____

ATTACHMENT "C"
GUARANTEE OF PROPOSAL

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by County, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the County:

COMPANY NAME: _____

Operating Model:

1. Please describe your operating model including citation billing and remittance to the County.

2. Please provide the revenue split the County will receive along with any other pertinent information.

3. Does your system merge with FLOCK automated license plate readers (ALPR) system?

Please circle one or more below.

YES _____ or NO _____

This request is issued at no cost to the County and completely revenue funded for the contract.
The County will not entertain any other pricing arrangement.

Name of Company: _____

Street Address: _____

City State Zip

Mailing Address: _____

Phone No.: _____ Fax No.: _____

Email Address: _____

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: Yes No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): _____

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

Witness

(Authorized Signature in Ink or Electronic)

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this RFP agreement.

ATTACHMENT "D"

CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

ATTACHMENT "E"

TEAM COMPOSITION

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number
Principal-in-Charge		
Project Manager		
List other Key Members:		

Sub Consultants:

Role	Company Name & Address of Office Handling this project	Projected % of Overall Work on Entire Project	Name of Individual Assigned to this project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)	Firm is DBE WBE/MBE (Yes or No)

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? ____ **Yes** ____ **No**

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

ATTACHMENT "F"

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the County's Speed Detection Camera System for School Zones that have been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects.

<u>Project Name & Location:</u> <u>Project Manager:</u>	<u>Project Owners Name & Address</u> <u>Project Owner's Contact Person, Title & Telephone Number:</u>
<u>Completion Date (Actual or Estimated):</u>	<u>Estimated or Actual Project Cost:</u> \$
<u>Work for which Firm was/is responsible.</u> \$	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)	
<u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)	

Firm's Personnel (Name/Project Assignment) that worked on the stated project that shall be assigned to the County's project:

ATTACHMENT "G"

Prime Consultant's volume of work performed for St. Lucie County
as a prime consultant and as a sub consultant – currently and previously

Name of Project (include continuing contracts)	Prime or Sub	Total Contracted Fee Amount	Approximate date of award of contract

ATTACHMENT "H"

REFERENCE FORM

The Proposer shall submit a minimum of three (3) similar projects that have been completed successfully by the Proposer in the Southeastern United States within the past five (5) years. Three projects are required to qualify the Proposer. References are to be fully completed by the submitting Proposer. Information supplied will be considered in the award of this contract.

Company Under Review: _____ RFQ No. _____

Company Providing Reference: _____

Name of Person Providing Reference: _____

Telephone: _____ E-mail: _____

Name of Project Completed/Held for Referenced Company: _____

Team Members for this Project: _____

Describe the scope of work of the contract awarded by your company/agency to this contractor:

[CONTINUED ON FOLLOWING PAGE]

Please answer the questions below using the following rating scale:

1=Poor 2=Fair 3=Average 4=Good 5=Excellent

No.	Questions	Rating	Comments
2.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?		
3.	Rate the quality of customer service and the competence and accessibility of the personnel and experience with similar contracts.		
4.	Rate the firm's interactive capability with your staff.		
5.	Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc		
6.	Rate the overall quality of the work, and specific work on similar contracts.		
7.	Rate the comfort and confidence you had in the firm.		
8.	If you have a similar contract to undertake in the future, would the firm be considered?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Additional comments: _____

ATTACHMENT "I"

SIGNATURE PAGE

The undersigned attests to his (her, their) authority to execute this submittal and to bind the firm(s) herein named to perform as per the agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract.
2. The facts stated in the Proposer’s response pursuant to this Request for Qualifications are true and correct in all respects.
3. The Proposer has read and complied with and submits their proposal agreeing to all the requirements, terms and conditions as set forth in the Request for Qualifications.
4. The Proposer certifies that he or she has not divulged, discussed, or compared his or her submittal with other Proposers and has not colluded with any other Proposer or parties to a submittal whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the County vendor list(s).
5. The proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or COUNTY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team’s disqualification.
6. The undersigned certifies that if the firm is selected by the County, the firm will negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by St. Lucie County and Proposer authorizes all entities or persons listed in this proposal submittal to answer any and all questions. Proposer hereby indemnifies the St. Lucie County and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this _____ day of _____, 2018.

Please check one: _____ Individual _____ Partnership _____ Non-incorporated Organization

Witness

Company

Witness

By

Printed
(If a corporation, affix seal)

Printed Name, Title

Incorporated under the laws of the State of (if applicable) _____.

EXHIBIT "1"
LIST OF ST. LUCIE COUNTY SCHOOLS

Level	Type	SCHOOL	Address	City, State Zip	School Zone
Elementary	Public	Lakewood Park Elementary School	7800 Indrio Road	Ft. Pierce, FL 34951	Yes
Elementary	Public	Weatherbee Elementary School	800 E. Weatherbee Road	Ft. Pierce, FL 34982	Yes
Elementary	Public	White City Elementary School	905 W. 2 nd Street	Ft. Pierce, FL 34982	Yes
Middle	Public	Forest Grove Middle School	3201 S. 25 th Street	Ft. Pierce, FL 34981	Yes
Middle	Public	Samuel Gaines Academy	2250 S. Jenkins Road	Ft. Pierce, FL 34947	Yes
High School	Public	Fort Pierce Westwood High School	1801 Panther Lane	Ft. Pierce, FL 34947	Yes
Elementary	Charter	Independence Classical Academy	2902 S. Jenkins Road	Ft. Pierce, FL 34981	Yes
Elem/Middle/High	Private	Orange Avenue Baptist School	100 Cyclone Drive	Ft. Pierce, FL 34945	Yes

ORDINANCE NO. 2024-002

ORDINANCE RELATING TO ENFORCEMENT OF SCHOOL ZONE SPEED LIMITS; CREATING SECTION 30-5.1 OF THE CODE OF ST. LUCIE COUNTY, FLORIDA; AUTHORIZING THE PLACEMENT AND INSTALLATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, during the 2023 state legislative session, the Florida Legislature passed House Bill (“HB”) 657, which provides that a county may enforce the applicable speed limit on a roadway properly maintained as a school zone through the use of a speed detection system; and

WHEREAS, on May 31, 2023, Governor Ron DeSantis signed HB 657 into law, codified as chapter 2023-174, Laws of Florida; and

WHEREAS, a speed detection system is defined at section 316.003, Florida Statutes, as a “portable or fixed automated system used to detect a motor vehicle’s speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation”; and

WHEREAS, HB 657 authorizes counties to enforce applicable speed limits in school zones during school sessions “through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation”; and

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5292078 01/24/2024 12:38:05 PM
OR BOOK 5098 PAGE 1797 - 1802 Doc Type: ORDN
RECORDING: \$52.50

WHEREAS, HB 657 further authorizes counties to place or install, or contract with a vendor to place or install, “a speed detection system within a roadway maintained as a school zone as provided in section 316.1895 to enforce unlawful speed violations”; and

WHEREAS, HB 657 provides that such a speed detection system must be installed in accordance with placement and installation specifications established by the Florida Department of Transportation; and

WHEREAS, HB 657 directs counties to post signage “indicating photographic or video enforcement of the school zone speed limits,” which “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 the Florida Department of Transportation”; and

WHEREAS, HB 657 further directs counties that begin a school zone speed detection system program to “make a public announcement and conduct a public awareness campaign of the proposed use of speed detection systems at least 30 days before commencing enforcement under the speed detection system program”; and

WHEREAS, a county that operates school zone speed detection systems must annually report the results of all systems within the county’s jurisdiction by placing the required report on an agenda of a regular or special meeting of the county’s governing body; and

WHEREAS, HB 657 provides that a county may authorize a traffic infraction enforcement officer under section 316.640, Florida Statutes, to issue uniform traffic citations for violations of sections 316.1895 and 316.183 as authorized by section 316.008(9), and further regulates how such notices of violation shall be sent and what information such notices must include; and

WHEREAS, HB 657 further provides for penalties to be assessed and remitted to various entitles, as well as for a process whereby individuals who receive notices of violation may request a hearing; and

WHEREAS, HB 657 prescribes that a county electing to authorize traffic infraction enforcement officers to issue uniform traffic citations “must designate by resolution existing staff to serve as the clerk to the local hearing officer”; and

WHEREAS, HB 657 provides that a county implementing speed detection systems “must enact an ordinance in order to authorize the placement or installation of a speed detection system on a roadway maintained as a school zone” and that, “as part of the public hearing on such proposed ordinance,” the county “must consider traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system,” and “must determine that the school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures”; and

WHEREAS, this Board finds that speed violations in school zones present a real hazard not only to the general public’s health and safety, but also specifically to children who are arriving at or departing from school; and

WHEREAS, speed violations in school zones in the unincorporated area of the County are rampant, with the St. Lucie County Sheriff’s Office issuing nearly 183 citations for speeding in a school zone in the last year alone; and

WHEREAS, enforcement of speed limits in school zones with law enforcement officers alone can be difficult, as in the time a law enforcement officer has stopped and cited a speeding driver, other motorists can commit speeding violations and escape citation; and

WHEREAS, in accordance with and pursuant to the provisions of section 316.008(c), Florida Statutes, the County has considered traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system, and has determined that each school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures; and

WHEREAS, given that speeding in school zones creates an unacceptable hazard for students, and that enforcement of applicable speed limits in school zones during school sessions through the use of a speed detection system may reduce instances of speeding in school zones and enhance the welfare and safety of students across St. Lucie County, this Board wishes to implement a school zone speed detection system program to enforce applicable speed limits in school zones during school sessions through the use of a speed detection system,

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY FLORIDA:

Part A. The foregoing recitals are incorporated herein and are approved.

Part B. Section 30-5.1 of the Code of St. Lucie County, Florida, is hereby created

to read as follows:

Sec. 30-5.1. Speed detection systems for enforcement of school zone speed limits.

- (1) *Purpose and intent.* The purpose of this ordinance is to authorize and implement the use of speed detection systems to enforce applicable speed limits on roadways properly maintained as school zones, as authorized by and in accordance with Chapter 2023-174, Laws of Florida, as such may be amended from time to time, in order to promote traffic safety and student welfare.
- (2) *Use of Speed Detection Systems.* In accordance with Chapter 2023-174, Laws of Florida, St. Lucie County exercises its authority to authorize placement or installation of speed detection systems to enforce applicable speed limits on roadways maintained as school zones within the unincorporated areas of St. Lucie County. The County Administrator or the County Administrator's designee is hereby authorized to implement speed detection systems within the unincorporated

areas of St. Lucie County consistent with the placement and installation specifications established by the Florida Department of Transportation, as such may be amended from time to time, to enforce unlawful speed violations, as specified in sections 316.1895 and 316.183, on roadways maintained as school zones.

(3) *Determination of Heightened Safety Risk.* Having considered traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system, St. Lucie County determines that the following school zones where a speed detection system is to be placed or installed constitute a heightened safety risk that warrants additional enforcement measures pursuant to section 316.008(9), Florida Statutes:

- i. Angle Road at Fort Pierce Westwood High School**
- ii. North 25th Street at Forest Grove Middle School**
- iii. Fort Pierce Boulevard at Lakewood Park Elementary School**
- iv. Indrio Road at Lakewood Park Elementary School**
- v. Jenkins Road at Independence Classical Academy**
- vi. Jenkins Road at Samuel Gaines Academy**
- vii. Oleander Avenue at White City Elementary School**
- viii. Orange Avenue at Orange Avenue Baptist School**
- ix. Weatherbee Road at Weatherbee Elementary School**

(4) *Traffic infraction enforcement officers.* Pursuant to section 316.1896, Florida Statutes, a traffic infraction enforcement officer under section 316.640, Florida Statutes, is authorized to issue uniform traffic citations for violations of sections 316.1895 and 316.183 as authorized by 316.008(9).

(5) *Notices, Penalties, and Appeals.* The County Administrator or County Administrator's designee shall provide notices of violation, assess penalties, remit applicable portions of assessed penalties, and provide for appeals consistent with the requirements of Chapter 2023-174, Laws of Florida, as such may be amended from time to time.

(6) *Signage and Public Awareness Campaign.* The County Administrator or County Administrator's designee shall post signage and conduct a public awareness campaign regarding the placement or installation of speed detection systems consistent with the requirements of Chapter 2023-174, Laws of Florida, as

such may be amended from time to time.

(7) *Reporting.* The County Administrator or County Administrator’s designee shall comply with the reporting requirements of Chapter 2023-174, Laws of Florida, as such may be amended from time to time.

PART B. SEVERABILITY AND APPLICABILITY.

It is declared to be the intent of the Board of County Commissioners of St. Lucie County, that if any section, subsection, sentence, clause, or provision of this ordinance be held invalid, the remainder of the ordinance shall not be affected.

PART C. FILING WITH THE DEPARTMENT OF STATE AND EFFECTIVE DATE.

This ordinance shall take effect upon filing with the Department of State.

PART D. ADOPTION.

After motion and second, the vote on this ordinance was as follows:

Commissioner Cathy Townsend, Chair	AYE
Commissioner Chris Dzadoovsky Vice Chair	AYE
Commissioner Linda Bartz,	AYE
Commissioner Larry Leet	AYE
Commissioner Jamie Fowler	AYE

PART E. CODIFICATION.

Provisions of this ordinance shall be incorporated in the Code of Ordinances of St. Lucie County, Florida, and the word “ordinance” may be changed to “section,” “article,” or other appropriate word, and the sections of this ordinance may be renumbered or relettered to accomplish such intention; provided, however, that Parts B through E shall not be codified.

PASSED AND DULY ADOPTED this 9th day January, 2024.

ATTEST:

Vera Smith
DEPUTY CLERK



**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

BY: *Cathy Townsend*
CHAIR

APPROVED AS TO FORM AND
CORRECTNESS:

BY: *[Signature]*
COUNTY ATTORNEY



FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

January 24, 2024

Michelle R. Miller
Clerk & Comptroller
St. Lucie County
2300 Virginia Ave.
Fort Pierce, FL 34982

Dear Michelle Miller,

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of the St. Lucie County Ordinance No. 2024-002, which was filed in this office on January 22, 2024.

Sincerely,

Matthew Hargreaves
Administrative Code and Register Director

MJH/wlh