



Legislation Text

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**File #:** 25-1165, **Version:** 1

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**Interoffice Memorandum**

**DATE:** August 11, 2025

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** N/A

**FROM:** Joseph C. Kunkel P.E., Director, Public Work Department

**CONTACT:** Jerald Marks, Jr., Project Manager

**PHONE:** (407)836-7892

**DIVISION:** Traffic Engineering Division

**ACTION REQUESTED:**

Approval and execution of Memorandum of Understanding between the Orange County Sheriff's Office and Orange County, Florida, relating to Traffic Infraction Enforcement Officers. All Districts. (Traffic Engineering Division)

**PROJECT:** N/A

**PURPOSE:**

On July 1, 2023, Chapter 2023-174, Laws of Florida, became effective and authorized local governments to use automated speed detection equipment in school zones to enforce speed limits during specific time periods. In accordance with the Board's direction given on December 17, 2024, staff is presenting an ordinance to adopt such a program. The ordinance sets forth the intent, terms, and processes for the program, as well as the specific school zones within which the cameras would be placed; there are two schools within each commission district where cameras would be placed.

The Orange County Sheriff's Office (OCSO) will be partnering with the County to implement the speed detection program. As such, staff has negotiated a Memorandum of Understanding with the OCSO to define and outline the responsibilities of each entity for the operation and maintenance of the speed detection program. In addition to the ordinance, staff will be seeking approval of the Memorandum of Understanding.

The Resolution will be considered concurrently with the public hearing for the Ordinance Amending Chapter 35 of the Orange County Code by creating Article IX "School Speed Zone Infraction and

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Enforcement Cameras.”

**BUDGET: N/A**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE ORANGE COUNTY SHERIFF'S OFFICE AND ORANGE COUNTY, FLORIDA,  
RELATING TO TRAFFIC INFRACTION ENFORCEMENT OFFICERS**

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Orange County Sheriff (hereinafter referred to as "Sheriff"), with a mailing address of Post Office Box 1440, Orlando, Florida 32802-1440, and Orange County, Florida, a charter county and political subdivision of the State of Florida ("County"), with a mailing address of Post Office Box 1393, Orlando, Florida 32802-1393.

**WITNESSETH:**

1. **Purpose-** This MOU shall provide guidelines and a procedure for the Sheriff and the County to use in identifying and designating qualified Sheriff's Employees as Traffic Infraction Enforcement Officers ("TIEOs") for the purpose of cooperatively implementing Chapters 2010-80 ("Red Light Cameras") and 2023-174 ("School Speed Zone Cameras"), Laws of Florida (together, the "Acts").
2. **Responsibilities of County-** In accordance with the provisions of Paragraph 6 hereof, the County agrees to fund all costs directly associated with the Sheriff's hiring and training of necessary Full-Time Employee positions to be the TIEOs described in Paragraph 3 below. The TIEOs will be non-deputy, non-sworn law enforcement. The County will fund said TIEOs via the annual Sheriff's Office budget from the County so that they will be compensated at the Sheriff's pay grade which will be provided to the County as part of the annual budget submission. The costs of each TIEO will be inclusive of pay, benefits, and equipment necessary for enforcement duties. Any adjustments to these costs due to expanded (or reduced) program coverage will be addressed through the annual budget process (or amendments thereto) and via a mutually agreed upon amendment to this MOU.
3. **Responsibilities of Sheriff-** The Sheriff agrees to maintain the job position of TIEO for the purpose of implementing the Acts. The designated TIEOs shall be retained by the Sheriff and shall successfully complete instruction in traffic enforcement procedures and court presentation as is required in the Acts. The designated TIEOs may serve within a Sheriff's Office facility at the discretion of the Sheriff in agreement with the Orange County Public Works Director or designee, unless subsequently changed by written notice by either party, so that they may effectuate the issuance of violations and citations under the County's red light ordinance and school zone speed ordinance, as further described in Articles V and IX, respectively, of Chapter 35, Orange County Code. The Sheriff shall develop procedures to guide the designated TIEOs in the enforcement of the Acts and any changes to the procedures and scope of the TIEOs responsibilities shall be approved by the Sheriff.

In the event the Sheriff's Office implements a school bus camera program on behalf of Orange County Public Schools ("OCPS") and uses the TIEOs described herein for such program, the Sheriff shall document the portion of those costs allocable to OCPS and ensure that the County is not charged for those costs.

The Sheriff agrees to execute the Camera Traffic Enforcement Supplement to Criminal Justice User Agreement and the Department of Motor Vehicle Services Subscriber Agreement and any other agreements that may be necessary to implement the programs contemplated hereunder. The provisions of this MOU are complementary to any such agreements.

4. **County to Retain Revenues-** Unless otherwise specifically provided herein, the parties agree that the County shall retain and apportion in the manner set forth in the Acts, all revenue derived from the fines, costs, and penalties imposed by the County for notice of violations and traffic citations issued and collected pursuant to Articles V and IX, respectively, of Chapter 35, Orange County Code.

5. **General Provisions**

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. **Applicable Law and Venue.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Florida. Venue for any litigation involving this MOU shall be in Orange County, Florida.

C. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the parties on the issues addressed in this MOU and supersedes all prior negotiations, representations and agreements, whether written or oral, including that certain Memorandum of Understanding between the Sheriff and the County Relating to Traffic Infraction Enforcement Officers dated November 23, 2010.

D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. **Sovereign Immunity.** Neither the Sheriff nor the County nor their respective governing bodies waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

F. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU.

G. **Effective Date.** This MOU shall become effective upon the date of execution of the last of the parties hereto.

H. **Counterpart Signatures.** This MOU may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

6. **Funding-** The County and Sheriff's Office will discuss and agree upon the personnel and equipment necessary to operate these programs annually and, if necessary, include funding in the Sheriff's annual budget. For FY 2025-26, the Sheriff's Office budget shall be increased by 3 TIEOs for the implementation of the School Speed Zone Cameras and the County shall transfer the appropriate



In Witness Whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

ORANGE COUNTY SHERIFF:

APPROVED AS TO FORM AND LEGALITY  
FOR THE RELIANCE OF THE SHERIFF  
OF ORANGE COUNTY, FL, ONLY  
*[Signature]*  
DATE: 8/7/2025

By: *[Signature]* Mark J. Canty  
for John Mina, Sheriff  
Date: 8/8/2025



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *[Signature]*  
Jerry L. Demings  
for Orange County Mayor

Date: 28 August 2025

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *[Signature]*  
for Deputy Clerk