

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

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Meeting Date: August 19, 2025	<input checked="" type="checkbox"/> [X]	Consent	<input type="checkbox"/> []	Regular
	<input type="checkbox"/> []	Ordinance	<input type="checkbox"/> []	Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Consumer Affairs

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I. EXECUTIVE BRIEF




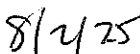
Motion and Title: **Staff recommends motion to receive and file:** First Amendment to the Memorandum of Understanding (MOU) with the Florida Department of Highway Safety and Motor Vehicles (FLHSMV) (HSMV-0596-24) for the period April 26, 2024 through April 25, 2030 for access to Driver and Vehicle Information Database (DAVID) to obtain driver history records to be used in the administration of the Vehicle for Hire (VFH) and Towing and Immobilization Services ordinances.

Summary: The Department of Public Safety Division of Consumer Affairs (DCA) uses the FLHSMV records to perform driving history checks, obtain vehicle registration and ownership information, conduct driver license record reviews used for licensing and enforcement functions of the VFH and Towing and Immobilization Services ordinances. The record data exchange provides an automated file from FLHSMV to the County on a regular basis. The file contains information on each driver applicant including a license status of valid or expired, suspensions, revocations, and a description of sanctions and traffic violations. There is a \$10 fee paid to the FLHSMV for each driver license transcript requested and a \$2 fee for a driver record search if no record is found, which the applicant pays as a fee during the processing period. There are no fees associated with searches in the DAVID system. The Amendment to the MOU provides for a quarterly quality control review report within ten (10) days after the end of each quarter and maintain copies of the filed reports for two (2) years. On May 15, 2018, R2018-0794 authorized the County Administrator or designee to sign future FLHSMV MOUs along with all attachments and required applications, certifications, amendments, renewals or updated memorandums for access as well as other forms necessary to maintain an active status with the FLHSMV for driver history checks to verify compliance with the VFH and Towing and Immobilization Services ordinances administered by the DCA. **Countywide** (RS)

Background and Justification: The Board of County Commissioners initially approved a MOU for Driver License and/or Motor Vehicle Record Data Exchange with FLHSMV (R2015-0737) on June 2, 2015 to receive driver records electronically with subsequent renewals on June 14, 2018 (R2018-0798) and May 21, 2021 (R2021-1121). These records, transmitted electronically, allow DCA to ensure that tow and VFH applicants meet PBC driver requirements. While applicants may acquire driver history records from other sources, this optional service allows tow truck and VFH applicants the ability to conveniently obtain this required transcript for their application at the DCA. More than 9,000 driver history records were requested from FLHSMV by DCA for VFH and tow truck driver applicants since June 2015. VFH and tow truck driver applicants pay the costs associated with the driver record requests as outlined in the fee resolution. There are no fees associated with searches in the DAVID system.

Attachment:

- 1) First Amendment to MOU with FLHSMV
- =====

Recommended By:		
	Department Director	Date
Approved By:		
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Personal Services	_____	_____	_____	_____	_____
Operating Expenses	_____	_____	_____	_____	_____
Capital Outlay	_____	_____	_____	_____	_____
Grants & Aids	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	_____*	_____	_____	_____	_____

ADDITIONAL FTE

POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included In Current Budget? Yes X No _____
Is this item using Federal Funds? Yes _____ No X
Is this item using State Funds? Yes _____ No X

Budget Account Exp No: Fund 1429 Dept. 660 Unit 6241 Obj. 4901
Exp No: Fund 1430 Dept. 660 Unit 6252 Obj. 4901
Rev No: Fund 1429 Dept. 660 Unit 6241 Rev. 2900
Rev No: Fund 1430 Dept. 660 Unit 6252 Rev. 2900

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*No additional fiscal impact as a result of this amendment. Fees paid for driver history checks are supported by revenue derived from fees collected.

Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Luz Math 7/22/2025
OFMB VS 7/21

Brenda Znachko OS 7/25/25
Contract Dev. And Control 267.23.25

B. Legal Sufficiency:

[Signature] 7/28/25
Assistant County Attorney

C. Other Department Review:

Department Director

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

HSMV- 0596-24

**AMENDMENT NO. 1
TO THE MEMORANDUM OF UNDERSTANDING
FOR
GOVERNMENTAL ENTITY ACCESS TO DRIVER AND VEHICLE INFORMATION DATABASE SYSTEM (DAVID)**

This Amendment No. 1, is hereby made to the above-identified Memorandum of Understanding (“MOU”), executed between the Florida Department of Highway Safety and Motor Vehicles (hereafter “Providing Agency”), and the Governmental Entity identified on the signature page of this Amendment (hereafter “Requesting Party”). The Providing Agency and the Requesting Party are collectively referred to as “the Parties.”

WHEREAS, the MOU, was executed on or about 4/25/2024; and

WHEREAS, the MOU sets forth the conditions and limitations under which the Providing Agency agrees to provide the Requesting Party electronic access to Driver License and Motor Vehicle information, including personal information, as permitted by 18 U.S.C. §2721, the Driver’s Privacy and Protection Act (hereafter “DPPA”), Sections 119.0712(2) and 501.171, Florida Statutes, and other statutory provisions; and

WHEREAS, the Parties desire to amend the MOU to revise certain provisions as outlined below.

NOW THEREFORE, the Parties agree as follows:

- I. **Amendment to Section VI, Compliance and Control Measures.** Section VI. A. of the MOU entitled, Quarterly Quality Control Review Report, is hereby deleted in its entirety and replaced with the following:
 - A. **Quarterly Quality Control Review Report** – Must be completed by the Requesting Party utilizing a Quarterly Quality Control Review Report, Attachment II, within ten (10) days after the end of each quarter and maintain copies of such filed reports for two years. The following information must be included in each Quarterly Quality Control Review Report:
 - 1. A comparison of the DAVID users by agency report with the agency user list;
 - 2. A listing of any new or inactivated users since the last quarterly quality control review; and
 - 3. Documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination utilizing the auditing features available in DAVID.
- II. All other terms and conditions of the Agreement not addressed herein, are and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed, as of the date of last signature shown below, by their undersigned officials as duly authorized.

For Requesting Party:

Palm Beach County Board of County Commissioners (Consumer Affairs Division)

Name of Governmental Entity

Stephanie Sejnoha

Name of Authorized Individual Signing

Director of Public Safety

Title

Sejnoha

Digitally signed by Stephanie Sejnoha
Date: 2025.04.18 17:34:02 -04'00'

Signature

04/18/2025

Date Signed

For Florida Department of Highway Safety and Motor Vehicles (Providing Agency):

Mark Hernandez

Name of Authorized Individual Signing

Chief, Bureau Purchasing & Contracts

Title

Signed by:

Mark Hernandez

4057FC8DBCEB6421...

Signature

April 23, 2025

Date Signed

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]

COUNTY ATTORNEY