



Interoffice Memorandum

July 14, 2014

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
AUG 05 2014 CAS/KH

TO: Mayor Teresa Jacobs  
and Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

CONTACT PERSON: Mark V. Massaro, P.E., Director  
Public Works Department

PHONE NUMBER: (407) 836-7970

SUBJ: **Agreement by and between Orange County and Park Square Dellagio LLC  
for Traffic Law Enforcement on Private Roads in the Gated Community of  
Dellagio**

Section 316.006, Florida Statutes allows counties to exercise traffic law enforcement over private roads if the owner of the private road enters into a written agreement with the county. Prior to entering into such an agreement, the Sheriff's Office must be consulted. Such agreements cannot go into effect until the beginning of the County's fiscal year, unless the Sheriff waives such requirement in writing.

Park Square Dellagio LLC has requested such an agreement for the private roads located within the Dellagio gated community. The Sheriff's Office has been involved in the negotiation of the contract and has executed a waiver that will allow this agreement to go into effect upon Board approval.

A relationship disclosure form is not required because this is not a development-related or a procurement-related item. A specific project expenditure report is not required because this is a ministerial item.

**Action Requested: Approval of Agreement for Traffic Law Enforcement on Private Roads in the gated community of Dellagio, a Subdivision of Dr. Phillips, Florida by and between Orange County, Florida and Park Square Dellagio LLC. District 1.**

MVM/gs/ray

Attachments

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
AUG 05 2014 CAS/KH

## AGREEMENT FOR TRAFFIC LAW ENFORCEMENT ON PRIVATE ROADS

This Agreement for enforcement of the traffic laws of the state on private roads located in the gated community of **DELLAGIO, A SUBDIVISION OF DR. PHILLIPS, FLORIDA**, is entered into by and between Orange County, Florida, (hereinafter "**County**") a charter county and political subdivision of the State of Florida, and **PARK SQUARE DELLAGIO LLC**, (hereinafter "**Owner**") a limited liability company, organized under the laws of the State of Delaware.

### WITNESSETH:

**WHEREAS**, Owner owns fee simple title to all the private roadways lying within a gated community known as **DELLAGIO, A SUBDIVISION OF DR. PHILLIPS, FLORIDA** (hereinafter "Private Roads") more specifically described in **Exhibit "A"** which is attached hereto and incorporated herein; and

**WHEREAS**, pursuant to state statute, County does not have traffic law enforcement jurisdiction over Private Roads such as those owned by the Owner; and

**WHEREAS**, Section 316.006(3)(b), *Florida Statutes*, provides that a county may exercise jurisdiction over any Private Road or roads if the county and the party owning such roads provide by a written agreement approved by the governing board of the county; and

**WHEREAS**, Section 316.006(3)(b)(2), *Florida Statutes*, further provides that prior to entering into an agreement for enforcement of the traffic laws over Private Road or roads, the governing board of the county shall consult with the Sheriff; and

**WHEREAS**, the Owner wants the County to enforce the traffic laws upon the Private Roads of said Owner and to comply with Section 34-290, Orange County Code; and

**WHEREAS**, pursuant to consultations between the parties and the Sheriff of Orange County, Florida (hereinafter "Sheriff"), the County and Sheriff are willing to exercise traffic law enforcement upon the Private Roads; and

**WHEREAS**, pursuant to Section 30.2905, *Florida Statutes*, the Sheriff operates an off-duty employment program; and

**WHEREAS**, Section 316.006(3)(b)(2), *Florida Statutes*, provides *inter alia* that no such agreement shall take effect prior to October 1 of the initial year of any agreement unless such provision is waived, in writing, by the Sheriff of the County; and

**WHEREAS**, the Sheriff has waived this provision as evidenced by **Exhibit “C.”**

**NOW, THEREFORE**, in consideration of the covenants and conditions herein, County and the Owner hereby agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

2. ***Jurisdiction.*** County agrees to exercise jurisdiction over enforcement of the traffic laws (including Section 316.2045, *Florida Statutes*, concerning obstruction of streets, regulated by the Orange County Block Party Ordinance) upon the Private Roads pursuant to the terms and conditions expressed in Section 316.006(3)(b), *Florida Statutes*, and subject to the terms and conditions specified in **Exhibit “B.”**

3. ***Signage.*** The Owner shall establish the speed limit for the Private Roads and shall be responsible for posting the speed limit by appropriate DOT approved signage along said roads.

4. ***Authority in Addition to Existing Authority.*** The County’s exercise of traffic law enforcement pursuant to this Agreement shall be in addition to that authority presently exercised by County over the Private Roads and nothing herein shall be construed to limit or remove any such authority. The County agrees to continue to provide such police and fire services as are required by law.

5. ***Compensation.*** The Owner shall compensate the Sheriff for the services performed under this Agreement through the Sheriff’s Office off-duty program, and in the manner specified in Exhibit “B” of this Agreement, which is attached hereto and incorporated by reference. Payment for services under this Agreement shall be in accordance with the pay schedule as determined by the Sheriff’s Office.

6. ***County to Retain Revenues.*** All revenue from the fines, costs, and penalties imposed by the traffic citations issued for violation of traffic laws on the Private Roads shall be apportioned in the manner set forth in applicable statutes.

7. ***Liability not Increased.*** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the County or the Sheriff than that which the County or the Sheriff would ordinarily be subjected to when providing its normal police services.

8. ***Indemnification.*** To the fullest extent permitted by law, the Owner shall indemnify, defend, and hold the County and the Orange County Sheriff's Office harmless from any loss, cost, damage or expense, including attorneys' fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the maintenance, repair and/or reconstruction of any roads, road drainage, sidewalks or signage. To ensure its ability to fulfill its obligation under this paragraph, the Owner shall maintain General Liability insurance in the minimum amount of One Million dollars (\$1,000,000.00). The Owner shall file current certificates of the required insurance with the County and shall provide thirty (30) day advance written notice to the County of cancellation. Such insurance certificates shall, (a) name the County and Orange County Sheriff's Office as additional insureds, as it relates to maintenance, repair and/or reconstruction of any roads, road drainage, sidewalks or signage, and (b) be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County. The Orange County Sheriff's Office currently provides insurance coverage for injuries or liability which may occur when a Deputy providing Off Duty services actively takes sworn law enforcement actions. Should the Sheriff's Office provide written notification that it will no longer provide said coverage, the Owner may be required to obtain such insurance.

9. ***Road Maintenance.*** Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the Private Roads. The maintenance, repair and construction or reconstruction of all Private Roads, drainage and signage within the gated community of **DELLAGIO, A SUBDIVISION OF DR. PHILLIPS, FLORIDA** shall at all times be solely and exclusively the responsibility of the Owner.

10. ***Term and Termination.*** The term of this Agreement shall be for one (1) year, commencing on the date of the execution by the last of the two parties signing hereto, and this Agreement shall thereafter automatically continue for successive one year terms unless terminated by any party or by default by the Owner as to any material provision of this Agreement including a default relating to insurance in Paragraph 8 above. The parties may elect to terminate this Agreement, and such termination, by the parties, shall be made by thirty (30) days written notice to the other parties; provided, however, payments are made by the Owner in accordance with Paragraph 5 of this Agreement. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

11. ***Entire Agreement.*** This Agreement, including all exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner

with approval by the Board of County Commissioners.

12. **Notice.** All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

As to County: Orange County Administrator  
201 South Rosalind Avenue, 5th Floor  
Orlando, Florida 32801

Copy to: Orange County Attorney's Office  
201 S. Rosalind Avenue, 3rd Floor  
Orlando, Florida 32801

As to Sheriff: Orange County Sheriff's Office  
P.O. Box 1440  
Orlando, Florida 32802-1440

As to the Owner: PARK SQUARE DELLAGIO LLC  
5200 Vineland Road, Suite 200  
Orlando, Florida 32811  
ATTN: Suresh K. Gupta

13. **Assignment.** It is acknowledged and understood that Owner anticipates conveying ownership of the roads described herein to a homeowner's association at a future date. At such time, Owner shall also assign this Agreement and shall notify County Sheriff's Office of such assignment. The homeowner's association shall thereafter have all duties and responsibilities provided herein.

IN WITNESS WHEREOF, the parties have executed this Traffic Law Enforcement Agreement for **DELLAGIO, A SUBDIVISION OF DR. PHILLIPS, FLORIDA**, on the dates indicated below.



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

BY: *Teresa Jacobs*  
Teresa Jacobs, County Mayor

ATTEST: Martha O. Haynie, Orange County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk  
Print Name: **Katie Smith**

**PARK SQUARE DELLAGIO LLC**, a  
Delaware limited liability company

By: PARK SQUARE ENTERPRISES,  
LLC, a Delaware limited liability  
company  
Its: Sole Member

By: *Suresh K Gupta*  
Name: Suresh K Gupta  
Title: Manager

DATE: June 4, 2014

WITNESS:

*Linda Kesper*  
*Linda Kesper*  
(Print Name)

*Judith Stark*  
Judith Stark  
(Print Name)

**EXHIBIT "A"**

LEGAL DESCRIPTION:

A TRACT OF LAND LYING IN SECTION 27, TOWNSHIP 23 SOUTH, RANGE 28 EAST BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 2 GRANADA / DELLAGIO OF DR. PHILLIPS, FLORIDA PLAT BOOK 73, PAGE 50 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 459.26 FEET; A CHORD BEARING OF NORTH 26°58'59" WEST AND A CHORD LENGTH OF 119.81 FEET; THENCE RUN NORTHWESTERLY ALONG THE EAST LINES OF SANDPOINTE TOWNHOUSES SECTION 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 148 AND SANDPOINTE TOWNHOUSES SECTION 9 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PAT BOOK 25, PAGE 93 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID CURVE THROUGH A CENTRAL ANGLE OF 14°59'22" FOR AN ARC DISTANCE OF 120.15 FEET TO A POINT OF TANGENCY; THENCE RUN NORTHERLY AND EASTERLY ALONG THE EAST LINE OF SANDPOINTE TOWNHOUSE SECTION THREE PLAT BOOK 17, PAGE 148, THE SOUTH LINES OF SANDPOINTE TOWNHOUSE SECTION NINE, PLAT BOOK 25, PAGE 93, SANDPOINTE TOWNHOUSE SECTION TWO, PLAT BOOK 14, PAGE 55 AND SANDPOINTE TOWNHOUSE SECTION ONE PLAT BOOK 13, PAGE 75 THE FOLLOWING COURSES; NORTH 34°28'40" WEST FOR A DISTANCE OF 34.27 FEET; THENCE RUN NORTH 01°38'40" WEST, 284.87 FEET; THENCE RUN NORTH 01°02'51" WEST, 333.87 FEET; THENCE RUN NORTH 89°22'20" EAST, 385.00 FEET; THENCE RUN SOUTH 68°46'40" EAST, 210.00 FEET; THENCE RUN SOUTH 01°02'40" EAST, 173.00 FEET; THENCE RUN NORTH 89°10'20" EAST, 504.00 FEET; THENCE RUN SOUTH 62°02'40" EAST, 347.00 FEET; THENCE RUN SOUTH 10°49'40" EAST, 139.00 FEET; THENCE RUN NORTH 89°27'20" EAST, 55.43 FEET TO THE WESTERLY RIGHT OF WAY OF DELLA DRIVE; THENCE RUN SOUTH 00°09'35" WEST, ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 14.40 FEET TO A POINT ON THE NORTHERLY LINE OF AFORESAID GRANADA / DELLAGIO PLAT; THENCE RUN ALONG SAID NORTHERLY LINE THE FOLLOWING COURSES; NORTH 89°50'25" WEST, 9.69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, THENCE RUN WESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 232.50 FEET, A CENTRAL ANGLE OF 11°17'11", AN ARC LENGTH OF 45.80 FEET, A CHORD LENGTH OF 45.72 FEET AND A CHORD BEARING OF SOUTH 84°30'59" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 78°52'24" WEST, 108.41 FEET; THENCE RUN NORTH 11°07'36" WEST, 50.86 FEET; THENCE RUN SOUTH 78°52'24" WEST, 84.00 FEET; THENCE RUN SOUTH 11°07'36" EAST, 47.89 FEET TO A POINT ON A

NONTANGENT CURVE CONCAVE NORTHERLY; THENCE RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 16°11'07", AN ARC LENGTH OF 134.18 FEET, A CHORD LENGTH OF 133.74 FEET AND A CHORD BEARING OF NORTH 86°37'49" WEST TO A POINT OF TANGENCY; THENCE RUN NORTH 78°32'15" WEST, 196.77 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 46°16'31", AN ARC LENGTH OF 343.25 FEET, A CHORD LENGTH OF 334.00 FEET AND A CHORD BEARING OF SOUTH 78°19'29" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 55°11'14" WEST, 153.87 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 40°13'27", AN ARC LENGTH OF 136.90 FEET, A CHORD LENGTH OF 134.10 FEET AND A CHORD BEARING OF NORTH 70°40'02" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°13'15" WEST, 70.99 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN WESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 27°39'06", AN ARC LENGTH OF 24.13 FEET, A CHORD LENGTH OF 23.90 FEET AND A CHORD BEARING OF NORTH 76°57'12" WEST; THENCE DEPARTING SAID CURVE RUN SOUTH 26°52'20" WEST, 50.00 FEET; THENCE RUN SOUTH 63°21'38" WEST, 134.32 FEET TO THE POINT OF BEGINNING.





## **EXHIBIT "B"**

PARK SQUARE DELLAGIO LLC, a Delaware limited liability company,, shall obtain traffic law enforcement by means of employing deputies through the Sheriff's off-duty program.

If a resident of **DELLAGIO, A SUBDIVISION OF DR. PHILLIPS, FLORIDA** wishes to make a traffic complaint, or to request a traffic law enforcement detail, he or she shall contact the Owner for further action. If a resident of **DELLAGIO, A SUBDIVISION OF DR. PHILLIPS, FLORIDA** contacts the Sheriff's Office directly with such a complaint or request, he or she will be directed to the Owner.

EXHIBIT "C"

[Sheriff's Letter to County Mayor]

	<b>ORANGE COUNTY SHERIFF'S OFFICE DOCUMENT ROUTING SLIP</b>
<b>Date:</b> May 5, 2014	
<b>To:</b> Karen Baugher - Office of Sheriff	
<b>Via:</b>	
<b>From:</b> Katie Miller	
<b>Division/Section:</b> Legal Services	
<input type="checkbox"/> For Your Information - No Action Required	
<input type="checkbox"/> Prepare Memo For Signature	
<input type="checkbox"/> Read & Send to:	
<input checked="" type="checkbox"/> For Signature	
<input type="checkbox"/> Other Action (See below)	
<input type="checkbox"/> Answer Required	
<input type="checkbox"/> Answer Direct to Writer	
<input type="checkbox"/> File	
<b>Remarks:</b> The attached memo is Exhibit "C" to be included with the Agreement for Traffic law Enforcement on Private Roads for Park Square Dellagio, LLC gated community. Please return the signed memo to Legal Services for distribution. Thank you.	
<b>APPROVED AS TO FORM AND LEGALITY FOR THE RELIANCE OF THE SHERIFF OF ORANGE COUNTY, FL ONLY</b>	
	
<b>DATE:</b> 5/6/2014	

10-1169 (9/05)



*Sheriff Jerry L. Demings*  
**ORANGE COUNTY SHERIFF'S OFFICE**  
INTEROFFICE MEMORANDUM

May 5, 2014

TO: Mayor Teresa Jacobs  
Board of County Commissioners

FROM: Sheriff Jerry L. Demings

SUBJECT: Park Square Dellagio, LLC

I understand Orange County will enter into an agreement with Park Square Dellagio, LLC, Inc. gated community for traffic control and enforcement pursuant to Section 316.006(3)(b), F.S. The agreement will allow Park Square Dellagio, LLC, Inc. gated community to employ deputies through this agency's off-duty employment program to enforce traffic laws within the subdivision.

As you know, Section 316.006(3)(b), F.S., reads in part: "No such agreement shall take effect prior to October 1<sup>st</sup>, the beginning of the county fiscal year, unless this requirement is waived in writing by the Sheriff." Please be informed I hereby waive the October 1<sup>st</sup> requirement.

If you have any questions, please do not hesitate to contact me. Thank you for your assistance in this matter.

J.L.D.

JLD/km

c: Off-Duty Services  
Dorothy Burk, Sr. Assistant General Counsel