



Interoffice Memorandum

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

September 29, 2014

OCT 21 2014 NP/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 The Ryland Group, Inc.,  
and Isles of Lake Hancock Homeowners' Association, Inc.**

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.

Lake Fischer Estates and Lake Fischer Homeowners Association, Inc. have requested such an agreement for the private roads located within Lake Fischer Estates. 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.

No relationship disclosure form is provided because this is not a development-related nor is it a procurement-related item. No specific project expenditure report is provided because this is a ministerial item.

**Action Requested: Approval of Agreement for Traffic Law Enforcement on Private Roads by and between Orange County, Florida, The Ryland Group, Inc. and Isles of Lake Hancock Homeowners' Association, Inc. District 1.**

MVM/ray

Attachments

OCT 21 2014 NP/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 **Isles of Lake Hancock** is entered into by and between Orange County, Florida, (hereinafter "County") a charter county and political subdivision of the State of Florida, and **The Ryland Group, Inc.**, a Maryland corporation ("Ryland") and **Isles of Lake Hancock Homeowners' Association, Inc.**, a Florida not-for-profit corporation, organized under the laws of the State of Florida ("Association") (Association and Ryland are hereinafter, collectively, the "Owner").

### WITNESSETH:

**WHEREAS**, Owner owns fee simple title to all the private roadways lying within a gated community known as **Isles of Lake Hancock** (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 **Isles of Lake Hancock** 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: Isles of Lake Hancock Homeowners'  
Association, Inc.  
1420 East Robinson Street  
Orlando, Florida 32801

The Ryland Group, Inc.  
2822 Commerce Park Drive, Suite 100  
Orlando, Florida 32819

13. *Assignment.* It is acknowledged and understood that Ryland anticipates assigning ownership of the roads described herein to the Isles of Lake Hancock Homeowners' Association, Inc. at a future date. At such time, Ryland shall also assign its interest in this Agreement and shall notify County Sheriff's Office of such assignment. The Isles of Lake Hancock Homeowners' Association, Inc. shall thereafter have all duties and responsibilities provided herein.

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[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Traffic Law Enforcement Agreement for The Ryland Group, Inc. and the Isles of Lake Hancock Homeowner's Association, Inc., as owners, 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



Isles of Lake Hancock Homeowners' Association, Inc., a Florida not-for-profit corporation

BY: *Russell Russo*

Printed Name: Russell Russo

Title: President

DATE: 7/16/14

WITNESS:  
*Diana Moussalli*  
Diana Moussalli  
(Print Name)

*Vernon Priest*  
Vernon Priest  
(Print Name)

The Ryland Group, Inc. a Maryland corporation

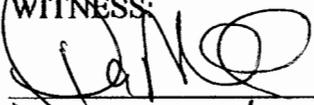
BY: 

Printed Name: David Baseline

Title: Operational Vice President

DATE: 7-16-14

WITNESS:



Diana Moussalli  
(Print Name)



Vernon Priest  
(Print Name)

## EXHIBIT "A"

### Phase I:

Tract C, Isles of Lake Hancock, according to the plat thereof recorded in Plat Book 36, Pages 141 through 146, inclusive, of the Public Records of Orange County, Florida.

together with:

### Phase II:

Tracts C3 and C4, Isles of Lake Hancock Phase II, according to the plat thereof recorded in Plat Book 48, Pages 6 through 11, inclusive, of the Public Records of Orange County, Florida.

together with:

### Phase III:

Parcel 1:

A plat of a portion of Tracts G, E and F, Isles of Lake Hancock Phase II, Plat Book 48, Pages 6-11, according to the plat thereof as recorded in the Public Records of Orange County, Florida, all lying in Section 27, of Township 23 South, Range 27 East in Orange County, Florida more particularly described as follows:

Commence at a 6x6 Concrete Fries Monument at the Southwest corner of the Southwest ¼ of Section 27, Township 23 South, Range 27 East in Orange County, Florida; thence run North 89°30'18" East along the South line of the Southwest ¼ of said Section 27 a distance 589.98 feet; thence North 00°29'42" West, departing said South line, a distance of 30.00 feet to a point on the North Right of Way line of Porter Road as recorded in Deed Book 688, Page 506 of said public records also being the Southerly line of said Isles of Lake Hancock Phase II; thence run North 01°34'11" East, departing said North Right of Way line and said Southerly line of Isles of Lake Hancock Phase II, a distance of 30.67 feet; thence run North 22°17'38" East a distance of 203.09 feet; thence run North 07°09'33" West a distance of 220.27 to the POINT OF BEGINNING of this description;

From the POINT OF BEGINNING; thence run North 11°12'12" West for a distance of 82.14 feet to a point on a curve, concave Westerly having a radius of 263.38 feet, with a chord bearing of North 14°08'02" West, and a chord distance of 34.78 feet, thence run Northerly through a central angle of 07°34'20" along the arc of said curve for a distance of 34.81 feet to a point of compound curvature with a curve, concave Westerly having a radius of 1017.08 feet, with a chord bearing of North 22°42'12" West, and a chord distance of 169.63 feet, thence run Northerly through a central angle of 09°34'00" along the arc of said curve for a distance of 169.82 feet to a point of reverse curvature with a curve, concave Easterly having a radius of 983.60 feet, with a chord bearing of North 13°05'47" West, and a chord distance of 488.90 feet, thence run Northerly through a central angle of 28°46'50" along the arc of said

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curve for a distance of 494.08 feet to a point of tangency thereof, thence run North 01°17'38" East for a distance of 118.01 feet to the point of curvature of a curve, concave Westerly having a radius of 592.51 feet, with a chord bearing of North 10°44'06" West, and a chord distance of 246.96 feet, thence run Northerly through a central angle of 24°03'27" along the arc of said curve for a distance of 248.79 feet to a point of reverse curvature with a curve, concave Easterly having a radius of 886.05 feet, with a chord bearing of North 20°33'52" West, and a chord distance of 68.00 feet, thence run Northerly through a central angle of 04°23'54" along the arc of said curve for a distance of 68.02 feet to the point of tangency thereof, thence run North 18°21'55" West for a distance of 142.35 feet to the point of curvature of a curve, concave Easterly having a radius of 465.00 feet, with a chord bearing of North 10°09'06" West, and a chord distance of 132.86 feet, thence run Northerly through a central angle of 16°25'38" along the arc of said curve for a distance of 133.32 feet to a point of tangency, thence run North 01°56'17" West for a distance of 131.91 feet to a point on a curve, concave Northerly having a radius of 885.00 feet, with a chord bearing of North 50°09'57" East and a chord distance of 81.54 feet; thence run Northeasterly through a central angle of 05°16'50" along the arc of said curve a distance of 81.57 feet; thence run North 30°42'48" West for a distance of 25.55 feet to a point on the Southerly Right of Way line of Islevue Drive, according to the plat thereof as recorded in Plat Book 48, Pages 6 through 11 of said public records, said point also lying on a curve, concave Northerly having a radius of 860.00 feet, with a chord bearing of South 57°23'32" West, and a chord distance of 304.99 feet; thence run along said Southerly Right of Way line of Islevue Drive the following courses: Southwesterly through a central angle of 20°25'39" along the arc of said curve for a distance of 306.61 feet to the point of tangency thereof; thence run South 67°36'22" West for a distance of 42.45 feet to the point of curvature of a curve, concave Southeasterly having a radius of 25.00 feet, with a chord bearing of South 36°30'55" West, and a chord distance of 25.82 feet, thence run Southerly through a central angle of 62°10'55" along the arc of said curve for a distance of 27.13 feet to a point of reverse curvature with a curve, concave Westerly having a radius of 50.00 feet, with a chord bearing of South 26°39'58" West, and a chord distance of 36.23 feet, thence run Southerly along the arc of said curve for a distance of 37.07 feet through a central angle of 42°29'02" to the end of said curve segment; thence run South 06°06'34" East, departing said Southerly Right of Way line, a distance of 133.77 feet; thence run South 19°55'28" East for a distance of 123.14 feet; thence run South 16°40'41" East for a distance of 110.67 feet; thence run South 22°45'50" East for a distance of 88.72 feet; thence run South 13°12'18" East for a distance of 48.42 feet; thence run South 02°14'42" East for a distance of 62.76 feet; thence run South 01°01'05" West for a distance of 92.71 feet; thence run South 00°08'57" East for a distance of 129.82 feet; thence run South 07°27'10" East for a distance of 135.72 feet; thence run South 13°10'31" East for a distance of 133.12 feet; thence run South 17°35'33" East for a distance of 128.61 feet; thence run South 25°47'58" East for a distance of 114.40 feet; thence run South 23°25'24" East for a distance of 57.58 feet; thence run South 49°18'25" East for a distance of 33.54 feet; thence run South 52°56'41" East for a distance of 100.06 feet; thence run South 83°45'43" East for a distance of 65.75 feet; thence run North 89°43'37" East for a distance of 28.74 feet to a point on a curve, concave Northerly, having a radius of 50.00 feet, with a chord bearing of South 75°15'57" East, and a chord distance of 58.75 feet, thence run Easterly through a central angle of 71°57'54" along the arc of said curve for a distance of 62.80 feet to the beginning of another curved segment; concave Southwesterly having a radius of 105.01 feet, with a chord bearing of South 44°31'09" East, and a chord distance of 52.68 feet, thence run Southeasterly through a central angle of 29°03'10" along the arc of said curve for a distance of 53.25 feet to the end of said curved segment, thence run North 35°58'58" East a distance of 54.05 feet to the POINT OF BEGINNING.

Together with:

Parcel 2

Tracts N and O, Isles of Lake Hancock Phase II, Plat Book 48, Pages 6-11, according to the plat thereof as recorded in the Public Records of Orange County, Florida and a parcel of vacated right of way of Porter Road, all lying in Sections 27 and 32 of Township 23 South, Range 27 East in Orange County, Florida, entire parcel being more particularly described as follows:

BEGINNING at the intersection of the north Right of Way line of Porter Road as recorded in Deed Book 688, Page 506 of said public records with the east Right of Way of Isleview Drive according to the plat thereof as recorded in Plat Book 36, Pages 141 through 146 of said public records, also being the westerly line of said Tract O; thence run along said east line of Isleview Drive and said westerly line of Tract O, the following courses: North 00°10'59" West, for a distance of 86.02 feet; thence South 89°49'01" West for a distance of 5.00 feet to the point on a curve, concave Westerly having a radius of 344.15 feet, with a chord bearing of North 14°28'33" West, and a chord distance of 169.92 feet, thence run Northerly through a central angle of 28°35'07" along the arc of said curve for a distance of 171.70 feet to a point of reverse curvature with a curve, concave Easterly having a radius of 83.00 feet, with a chord bearing of North 15°36'52" West, and a chord distance of 37.77 feet, thence run Northerly through a central angle of 26°18'28" along the arc of said curve for a distance of 38.11 feet to a point of compound curvature concave Easterly having a radius of 186.96 feet, with a chord bearing of North 03°00'50" East, and a chord distance of 35.67 feet, thence run Northerly through a central angle of 10°56'55" along the arc of said curve for a distance of 35.73 feet to a point of tangency, thence run North 08°29'17" East for a distance of 23.76 feet to the point of curvature of a curve, concave Westerly having a radius of 78.66 feet, with a chord bearing of North 19°21'19" West, and a chord distance of 73.48 feet, thence run Northerly through a central angle of 55°41'12" along the arc of said curve for a distance of 76.45 feet to a point of reverse curvature with a curve, concave Easterly having a radius of 79.00 feet, with a chord bearing of North 18°09'46" West, and a chord distance of 76.69 feet, thence run Northerly through a central angle of 58°04'18" along the arc of said curve for a distance of 80.07 feet to a point of reverse curvature with a curve, concave Westerly having a radius of 246.00 feet, with a chord bearing of North 01°47'48" East, and a chord distance of 77.61 feet, thence run Northerly through a central angle of 18°09'09" along the arc of said curve for a distance of 77.94 feet to a point of reverse curvature with a curve, concave Southeasterly having a radius of 25.00 feet, with a chord bearing of North 34°08'49" East, and a chord distance of 33.08 feet, thence run Northeasterly through a central angle of 82°51'11" along the arc of said curve for a distance of 36.15 feet to a point of tangency, said point being on the southerly Right of Way line of Skiing Way according to the plat thereof as recorded in Plat Book 48, Pages 6 through 11 of said public records; thence departing said east Right of Way line of Isleview Drive and said westerly line of Tract O, run along the said south Right of Way line of Skiing Way, also being the northerly line of said Tract O the following courses: North 75°34'25" East, for a distance of 31.95 feet to the point of curvature of a curve, concave Southerly having a radius of 190.72 feet, with a chord bearing of North 82°41'43" East, and a chord distance of 47.29 feet, thence run Easterly along the arc of said curve for a distance of 47.41 feet through a central angle of 14°14'36" to a point of tangency, thence run North 89°49'01" East for a distance of 130.57 feet to the point of curvature of a curve, concave Southerly having a radius of 200.00 feet, with a chord bearing of South 77°21'24" East, and a chord distance of 88.80 feet, thence run Easterly through a central angle of 25°39'10" along the arc of said curve for a

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distance of 89.55 feet to a point of tangency; thence run South  $64^{\circ}31'49''$  East for a distance of 120.79 feet to the point of curvature of a curve, concave Northerly having a radius of 260.00 feet, with a chord bearing of South  $84^{\circ}30'53''$  East, and a chord distance of 177.72 feet, thence run Easterly through a central angle of  $39^{\circ}58'07''$  along the arc of said curve for a distance of 181.37 feet to a point of tangency, thence run North  $75^{\circ}30'04''$  East for a distance of 72.74 feet to the point of curvature of a curve, concave Southerly having a radius of 800.00 feet, with a chord bearing of North  $78^{\circ}37'28''$  East, and a chord distance of 87.18 feet, thence run Easterly through a central angle of  $06^{\circ}14'48''$  along the arc of said curve for a distance of 87.22 feet to a point of tangency; thence run North  $81^{\circ}44'52''$  East for a distance of 82.27 feet to the point of curvature of a curve, concave Southeasterly having a radius of 25.00 feet, with a chord bearing of South  $62^{\circ}59'17''$  East, and a chord distance of 28.87 feet, thence run Southeasterly through a central angle of  $70^{\circ}31'44''$  along the arc of said curve for a distance of 30.77 feet to a point of reverse curvature with a curve, concave Northerly having a radius of 50.00 feet, with a chord bearing of North  $54^{\circ}21'45''$  East, and a chord distance of 99.05 feet, thence run Easterly along the arc of said curve for a distance of 170.89 feet through a central angle of  $195^{\circ}49'41''$  to the end of said curve segment; thence departing said south Right of Way line of Skiing Way, run North  $46^{\circ}26'54''$  East, continuing with said northerly line of Tract O, for a distance of 38.94 feet to a point on the easterly line of said Tract O; thence departing said northerly line of Tract O, run along said easterly line of Tract O the following courses: South  $00^{\circ}10'59''$  East, for a distance of 89.82 feet; thence run North  $89^{\circ}49'01''$  East for a distance of 115.40 feet; thence run South  $00^{\circ}17'21''$  East for a distance of 531.27 feet; thence run South  $00^{\circ}36'41''$  West for a distance of 169.90 feet to a point on the aforementioned north Right of Way line of Porter Road; thence departing said easterly line of Tract O, run along said north Right of Way line of Porter Road the following courses: North  $64^{\circ}01'00''$  West for a distance of 141.90 feet to the point of curvature of a curve, concave Southerly having a radius of 829.99 feet, with a chord bearing of North  $74^{\circ}00'03''$  West, and a chord distance of 287.79 feet, thence run Westerly along the arc of said curve for a distance of 289.26 feet through a central angle of  $19^{\circ}58'04''$  to a point of compound curvature with a curve, concave Southerly having a radius of 2530.16 feet, with a chord bearing of North  $87^{\circ}14'23''$  West, and a chord distance of 287.33 feet, thence run Westerly through a central angle of  $06^{\circ}30'37''$  along the arc of said curve for a distance of 287.49 feet to a point of tangency, thence run South  $89^{\circ}30'18''$  West for a distance of 298.32 feet to the POINT OF BEGINNING of this description.

## **EXHIBIT "B"**

**The Isles of Lake Hancock Homeowners' Association, Inc.** a Florida not-for-profit corporation and **The Ryland Group, Inc.**, a Maryland corporation, shall obtain traffic law enforcement by means of employing deputies through the Sheriff's off-duty program.

If a resident of **The Isles of Lake Hancock** 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 **The Isles of Lake Hancock** contacts the Sheriff's Office directly with such a complaint or request, he or she will be directed to the Owner.

**EXHIBIT "C"**

[Attached]



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

March 4, 2014

**TO:** Mayor Teresa Jacobs  
Board of County Commissioners

**FROM:** Sheriff Jerry L. Demings

**SUBJECT:** Isles of Lake Hancock

I understand Orange County will enter into an agreement with the Isles of Lake Hancock Homeowners' Association gated community for traffic control and enforcement pursuant to Section 316.006(3)(b), F.S. The agreement will allow the Isles of Lake Hancock Homeowners' Association 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.

A handwritten signature in black ink, appearing to be "J.L.D.", with a date "3/4/14" written next to it.

J.L.D.

JLD/km

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