



Interoffice Memorandum

October 22, 2014

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

NOV 11 2014 NPIBS

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 Greenway Park DRI, LLC.**

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.

Greenway Park DRI, LLC, has requested such an agreement for the private roads located within the gated community of Somerset Park. 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 located in Somerset Park by and between Orange County, Florida, and Greenway Park DRI, LLC. District 4.

MVM/ray

Attachments

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
NOV 11 2014 NP/BS

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 SOMERSET PARK is entered into by and between Orange County, Florida, (hereinafter "County") a charter county and political subdivision of the State of Florida, and GREENEWAY PARK DRI, LLC, Florida limited liability company (hereinafter "Owner"), organized under the laws of the State of Florida.

WITNESSETH:

WHEREAS, Owner owns fee simple title to all the private roadways lying within a gated community known as SOMERSET PARK (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 **SOMERSET PARK** 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: Greenway Park DRI, LLC
9801 Lake Nona Road
Orlando, Florida 32827

13. **Assignment.** It is acknowledged and understood that Owner anticipates assigning 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Traffic Law Enforcement Agreement for Somerset Park, 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: *Jessica Moore*
for Deputy Clerk
Print Name: *Jessica Moore*



GREENEWAY PARK DRI, LLC, MR
a Florida limited liability company

BY: *James L. Zboril*
James L. Zboril, President

DATE: *September 9, 2014*

WITNESS:

Janet Haynie
Diana Garcia
(Print Name)

Kathy Kettell
(Print Name)

EXHIBIT "A"

To be provided by Public Works
(legal description on 8 ½ x 11 paper)

EXHIBIT A

PROPERTY

DESCRIPTION:

That part of Lot 1, GINN-AIRPORT, according to the plat thereof, as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Section 29, Township 24 South, Range 30 East, Orange County, Florida; thence S89°49'28"W along the South line of the Southeast 1/4 of said Section 29, for a distance of 905.56 feet; thence departing said South line, run N35°13'16"W, 580.17 feet; thence N70°49'21"W along a radial line, 192.72 feet to a point on a non-tangent curve concave Southeasterly having a radius of 635.00 feet and a chord bearing of N23°10'11"E; thence Northeasterly along the arc of said curve through a central angle of 07°59'03", for a distance of 88.49 feet to a point on a non-tangent line; thence S89°49'23"W, 299.81 feet; thence N00°10'37"W, 120.00 feet; thence S89°49'23"W, 9.78 feet; thence N00°10'37"W, 170.00 feet; thence S89°49'23"W, 79.32 feet; thence N00°10'37"W, 170.00 feet; thence S89°49'23"W, 39.49 feet; thence N00°10'37"W, 45.00 feet; thence N04°55'27"E, 25.00 feet to the North line of said Lot 1, GINN-AIRPORT, according to said plat; thence run the following seven (7) courses and distances along said North line: S85°04'33"E, 719.40 feet; thence N04°13'32"E, 355.00 feet; thence S84°34'04"E, 95.04 feet; thence S83°51'55"E, 60.03 feet; thence S83°41'19"E, 445.45 feet; thence N85°41'44"E, 202.23 feet; thence S83°29'03"E, 380.19 feet to the West right-of-way line of Wyndham Lakes Boulevard, BEACON PARK BOULEVARD, according to the plat thereof, as recorded in Plat Book 71, Pages 145 through 149, of said Public Records; thence run the following sixteen (16) courses and distances along said West right-of-way line: S04°13'19"W, 9.80 feet to the point of curvature of a curve concave Easterly having a radius of 1612.00 feet and a chord bearing of S00°10'44"W; thence Southerly along the arc of said curve through a central angle of 08°05'10", for a distance of 227.50 feet to a point on a non-tangent line; thence S86°29'29"W, 10.00 feet to a point on a non-tangent curve concave Easterly having a radius of 1622.00 feet and a chord bearing of S07°37'10"E; thence Southerly along the arc of said curve through a central angle of 07°30'53", for a distance of 212.74 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 25.00 feet and a chord bearing of S31°53'09"W; thence Southwesterly along the arc of said curve through a central angle of 86°31'30", for a distance of 37.75 feet to the point of tangency; thence S75°08'54"W, 16.34 feet to a point on a non-tangent curve concave Easterly having a radius of 1662.00 feet and a chord bearing of S13°59'45"E; thence Southerly along the arc of said curve through a central angle of 03°26'54", for a distance of 100.03 feet to a point on a non-tangent line; thence N75°08'54"E, 15.57 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet and a chord bearing of S60°43'29"E; thence Southeasterly along the arc of said curve through a central angle of 88°15'16", for a distance of 38.51 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 1622.00 feet and a chord bearing of S16°40'27"E; thence Southeasterly along the arc of said curve through a central angle of 00°09'14", for a distance of 4.35 feet to the point of reverse curvature of a curve concave Westerly having a radius of 1504.00 feet and a chord bearing of S11°15'59"E; thence Southerly

along the arc of said curve through a central angle of 10°58'11", for a distance of 287.95 feet to the point of tangency; thence S05°46'54"E, 93.25 feet; thence N84°13'06"E, 10.00 feet; thence S05°46'54"E, 86.81 feet; thence S02°59'35"E, 136.22 feet; thence S00°12'16"E, 151.24 feet to the South line of the Southwest 1/4 of Section 28, Township 24 South, Range 30 East, Orange County, Florida; thence S89°46'38"W along said South line, 249.79 feet to the POINT OF BEGINNING.

Containing 48.176 acres more or less, and being subject to any rights-of-way, restrictions and easements of record.

TOGETHER WITH:

DESCRIPTION:

That part of Lot 1, GINN-AIRPORT, according to the plat thereof, as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, described as follows:

Commence at the Southeast corner of Section 29, Township 24 South, Range 30 East, Orange County, Florida; thence S89°49'28"W along the South line of the Southeast 1/4 of said Section 29, for a distance of 905.56 feet to the POINT OF BEGINNING; thence continue S89°49'28"W along said South line, a distance of 1390.21 feet; thence departing said South line run N21°45'07"W, 571.16 feet; thence N46°12'57"W along a radial line 190.14 feet to a point on a non-tangent curve concave Southeasterly having a radius of 375.00 feet and a chord bearing of N45°01'23"E; thence Northeasterly along the arc of said curve through a central angle of 02°28'40", for a distance of 16.22 feet to the point of reverse curvature of a curve concave Westerly having a radius of 25.00 feet and a chord bearing of N04°51'08"E; thence Northerly along the arc of said curve through a central angle of 82°49'09", for a distance of 36.14 feet to the point of tangency; thence N36°33'27"W, 291.32 feet; thence N53°26'33"E, 50.00 feet; thence N36°33'27"W, 95.50 feet; thence N57°47'09"E, 85.55 feet; thence N62°48'13"E, 35.16 feet; thence N36°33'27"W, 32.98 feet to the point of curvature of a curve concave Southwesterly having a radius of 580.00 feet and a chord bearing of N46°27'56"W; thence Northwesterly along the arc of said curve through a central angle of 19°48'59", for a distance of 200.60 feet to a point on a non-tangent line; thence N04°13'32"E, 103.89 feet to the North line of said Lot 1; thence run the following six (6) courses and distances along said North line: S85°46'28"E, 91.55 feet; thence N44°01'52"E, 156.20 feet; thence N85°41'41"E, 404.47 feet; thence N89°42'42"E, 381.18 feet; thence S04°13'32"W, a distance of 355.00 feet; thence S85°04'33"E, 100.66 feet; thence departing said North line run S04°55'27"W, 25.00 feet; thence S00°10'37"E, 45.00 feet; thence N89°49'23"E, 39.49 feet; thence S00°10'37"E, 170.00 feet; thence N89°49'23"E, 79.32 feet; thence S00°10'37"E, 170.00 feet; thence N89°49'23"E, 9.78 feet; thence S00°10'37"E, 120.00 feet; thence N89°49'23"E, 299.81 feet to a point on a non-tangent curve concave Southeasterly having a radius of 635.00 feet and a chord bearing of S23°10'11"W; thence Southwesterly along the arc of said curve through a central angle of 07°59'03", for a distance of 88.49 feet to a point on a non-tangent line; thence S70°49'21"E, 192.72 feet; thence S35°13'16"E, 580.17 feet to the POINT OF BEGINNING.

Containing 37.506 acres more or less, and being subject to any rights-of-way, restrictions and easements of record.

TOGETHER WITH:

DESCRIPTION:

That part of Lot 1, GINN-AIRPORT, according to the plat thereof, as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, described as follows:

Commence at the Southeast corner of Section 29, Township 24 South, Range 30 East, Orange County, Florida; thence S89°49'28"W along the South line of the Southeast 1/4 of said Section 29, for a distance of 2,295.77 feet to the POINT OF BEGINNING; thence continue S89°49'28"W along said South line, a distance of 356.25 feet to the Southeast corner of the Southwest 1/4 of said Section 29; thence S89°43'00"W along the South line of the Southwest 1/4 of said Section 29, a distance 2669.55 feet to the Southwest corner of said Section 29; thence departing said South line run N00°10'46"E along the West line of the Southwest 1/4 of said Section 29, a distance of 1781.55 feet to the North line of said Lot 1; thence departing said West line run the following five (5) courses and distances along said North line: S85°46'28"E, 1155.97 feet; thence S78°22'03"E, 1008.41 feet; thence S59°12'34"E, 111.80 feet; thence S75°05'26"E, 161.81 feet; thence S85°46'28"E, 49.44 feet; thence departing said North line run S04°13'32"W, a distance of 103.89 feet to a point on a non-tangent curve concave Southwesterly having a radius of 580.00 feet and a chord bearing of S46°27'56"E; thence Southeasterly along the arc of said curve through a central angle of 19°48'59", for a distance of 200.60 feet to the point of tangency; thence S36°33'27"E, 32.98 feet; thence S62°48'13"W, 35.16 feet; thence S57°47'09"W, 85.55 feet; thence S36°33'27"E, 95.50 feet; thence S53°26'33"W, 50.00 feet; thence S36°33'27"E, 291.32 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet and a chord bearing of S04°51'08"W; thence Southerly along the arc of said curve through a central angle of 82°49'09", for a distance of 36.14 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 375.00 feet and a chord bearing of S45°01'23"W; thence Southwesterly along the arc of said curve through a central angle of 02°28'40", for a distance of 16.22 feet to a point on a radial line; thence S46°12'57"E along said radial line, 190.14 feet; thence S21°45'07"E, 571.16 feet to the POINT OF BEGINNING.

Containing 100.250 acres more or less, and being subject to any rights-of-way, restrictions and easements of record.

EXHIBIT "B"

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

If a resident of SOMERSET PARK 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 SOMERSET PARK 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]



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

August 13, 2014

TO: Mayor Teresa Jacobs
Board of County Commissioners

FROM: Sheriff Jerry L. Demings

SUBJECT: Somerset Park gated community

I understand Orange County will enter into an agreement with GREENEWAY PARK DRI, LLC. for the Somerset Park gated community for traffic control and enforcement pursuant to Section 316.006(3)(b), F.S. The agreement will allow Somerset Park 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 1st, 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 1st 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 long, sweeping underline.

J.L.D.

JLD/km

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