



Interoffice Memorandum

March 16, 2015

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

APR 07 2015 KAH/JP

**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 Phoenicia Development, LLC for Traffic Law Enforcement on Private Road – Sawyer Sound**

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.

Phoenicia Development, LLC, has requested such an agreement for the private roads located within the gated community of Sawyer Sound. 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 the gated community of Sawyer Sound by and between Orange County, Florida, and Phoenicia Development, LLC. District 1.**

MVM/ray

Attachments

A handwritten signature in black ink, appearing to be "MVM", located to the right of the "FROM" and "CONTACT PERSON" fields.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
APR 07 2015 KH/MP

## 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 **Sawyer Sound** is entered into by and between Orange County, Florida, (hereinafter "County") a charter county and political subdivision of the State of Florida, and **Phoenicia Development, LLC**, (hereinafter "Owner") a Florida limited liability company, 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 **Sawyer Sound** (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 **Sawyer Sound** 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

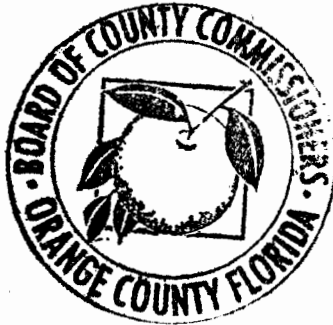
As to the Owner:

**PHOENICIA DEVELOPMENT, LLC**  
**7594 W. Sand Lake Road**  
**Orlando, FL 32819**

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.

IN WITNESS WHEREOF, the parties have executed this Traffic Law Enforcement Agreement for **Sawyer Sound**, on the dates indicated below.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners



BY: *Teresa Jacobs*  
Teresa Jacobs, County Mayor

*TJ*  
Date: 4.7.15

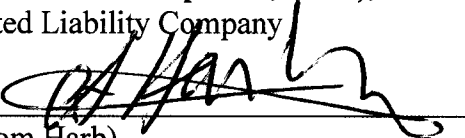
ATTEST: Martha O. Haynie, Orange County Comptroller  
As Clerk of the Board of County Commissioners

By: *Craig A. Stopyla*  
for Deputy Clerk

Print Name: Craig A. Stopyla

Date: APR 07 2015

(Phoenicia Development, LLC), a Florida  
Limited Liability Company

BY:   
(Tom Harb)


DATE: 2-18-15

WITNESS:



Deni DAVIS  
(Print Name)



  
(Print Name)

# EXHIBIT "A"

SAWYER SOUND of WINDERMERE

## LEGAL DESCRIPTION

A parcel of land lying in Sections 23 and 24, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Begin at the Northeast corner of Tract F, PROVIDENCE PHASE 1, as recorded in Plat Book 50, Pages 3 through 12 of the Public Records of Orange County, Florida; thence run North  $00^{\circ} 14' 15''$  West along the Westerly right-of-way line of Winter Garden – Vineland Road (County Road 535) according to said Plat for a distance of 126.24 feet to a point on said Westerly right-of-way line according to Official Record Book 9371, Page 0488 of said Public Records, also being a point on a non-tangent curve concave Southwesterly having a radius of 2024.75 feet, a chord bearing of South  $59^{\circ} 53' 20''$  East and a chord length 528.98 feet; thence run the following courses along said Westerly right-of-way line according to said Official Records Book 9371, Page 0488 and according to Deed Book 347, Page 589, and Official Records Book 9371, Page 0496, all of said Public Records; Southeasterly along said curve through a central angle of  $15^{\circ} 00' 43''$  for an arc distance of 530.50 feet to a point of tangency; thence run South  $52^{\circ} 22' 59''$  East for a distance of 651.21 feet to a point of curvature of a curve concave Southeasterly having a radius of 9941.75 feet, a chord bearing of South  $50^{\circ} 28' 48''$  East and a chord length of 660.22 feet; thence run Southeasterly along said curve through a central angle of  $03^{\circ} 48' 20''$  for an arc distance of 660.35 feet to a point on the North line of a 30.00 foot wide right-of-way according to the Official Records Book 1053, Page 0126 of said Public Records of Orange County, Florida; thence departing aforesaid Westerly right-of-way line run S  $89^{\circ} 59' 02''$  West along said North right-of-way line and the Westerly extension thereof for a distance of 1478.23 feet to a point on the West line of the Northwest  $\frac{1}{4}$  of Section 24; thence run South  $00^{\circ} 14' 15''$  East along said West line for a distance of 661.28 feet to a point on the South line of the North  $\frac{3}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 23; thence run North  $00^{\circ} 14' 15''$  West along said parallel line, also being the East line of PROVIDENCE PHASE 2, according to Plat Book 55, Pages 63 through 66 of aforementioned Public Records of Orange County and the East line of aforesaid PROVIDENCE PHASE 1 for a distance of 1410.31 feet; thence continuing along said East line of PROVIDENCE PHASE 1 run the following courses; North  $89^{\circ} 45' 45''$  E for a distance of 60.00 feet, thence North  $00^{\circ} 14' 15''$  West a distance of 208.11 feet to the POINT OF BEGINNING;

Contains 21.86 acres more or less.

## **EXHIBIT "B"**

The **(Phoenicia Development)**, shall obtain traffic law enforcement by means of employing deputies through the Sheriff's off-duty program.

If a resident of **(Sawyer Sound)** 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 **(Sawyer Sound)** 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

Date March 3, 2015

TO: Mayor Teresa Jacobs  
Board of County Commissioners

FROM: Sheriff Jerry L. Demings

SUBJECT: Sawyer Sound

I understand Orange County will enter into an agreement with Phoenicia Development for the Sawyer Sound gated community for traffic control and enforcement pursuant to Section 316.006(3)(b), F.S. The agreement will allow the Sawyer Sound 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.

*US R.F. Bunker for JLD*  
J.L.D. 3/3/15

JLD/km

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