



Interoffice Memorandum

Date August 26, 2015

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

SEP 15 2015 JE/BS

TO: Mayor Teresa Jacobs
and County Commissioners

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

A handwritten signature in black ink, appearing to be "MVM", written over the "FROM:" line.

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

PHONE NUMBER: (407) 836-7970

SUBJ: Agreement For Traffic Law Enforcement On Private Roads - Lake Pickett Reserve

Submitted for approval and execution is an Agreement For Traffic Law Enforcement On Private Roads for the gated community of Lake Pickett Reserve between Orange County, Florida and Pulte Home Corporation.

This Agreement is to enforce traffic laws of the State on private roads located in the gated community of Lake Pickett Reserve.

Staff recommends approval and execution of the Agreement between Orange County and Pulte Home Corporation. This Agreement has been approved as to form by the County Attorney's Office.

Action Requested: Approval of Agreement for Traffic Law Enforcement On Private Roads located in the community of Lake Pickett Reserve by and between Orange County, Florida, and Pulte Home Corporation. District 5.

MVM/wn

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

SEP 15 2015 JL/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 **LAKE PICKETT RESERVE** is entered into by and between Orange County, Florida, (hereinafter "County") a charter county and political subdivision of the State of Florida, and **PULTE HOME CORPORATION**, (hereinafter "Owner") a Michigan corporation, organized under the laws of the State of Michigan.

WITNESSETH:

WHEREAS, Owner owns fee simple title to all the private roadways lying within a gated community known as **LAKE PICKETT RESERVE** (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 **LAKE PICKETT RESERVE** 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:	Pulte Home Corporation ATTN: HOA Department 4901 Vineland Road, Suite 500 Orlando, FL 32811

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Traffic Law Enforcement Agreement for **PULTE HOME CORPORATION**, a Michigan corporation, 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: *Noelia Perez*
for Deputy Clerk
Print Name: Noelia Perez

PULTE HOME CORPORATION, a
Michigan corporation

By: *Doug Hoffman*
Name: Doug Hoffman
Title: Director – Land Development (North
Florida)

DATE: 7/7/15

WITNESS:

Josh Kalin
JOSH KALIN
(Print Name)

Scott Arant
SCOTT ARANT
(Print Name)

EXHIBIT "A"

A PORTION OF LOT 1, M & H CITRUS, INC. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 56, PAGES 76 AND 77, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE RUN S89°13'51"W 1317.89 FEET ALONG THE NORTH RIGHT OF WAY LINE OF LAKE PICKETT ROAD AND THE SOUTH LINE OF SAID LOT 1; THENCE N00°38'14"W 2604.84 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE N89°19'16"E 1303.42 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°57'20"E 2602.79 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

EXHIBIT "B"

The **PULTE HOME CORPORATION, a Michigan corporation**, shall obtain traffic law enforcement by means of employing deputies through the Sheriff's off-duty program.

If a resident of **LAKE PICKETT RESERVE** 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 **LAKE PICKETT RESERVE** 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]



Date April 13, 2015

TO: Mayor Teresa Jacobs
 Board of County Commissioners

FROM: Sheriff Jerry L. Demings

SUBJECT: Lake Pickett Reserve Gated Community

I understand Orange County will enter into an agreement with PULTE HOME CORPORATION, (Owner) for the Lake Pickett Reserve gated community for traffic control and enforcement pursuant to Section 316.006(3)(b), F.S. The agreement will allow Pulte Home Corporation 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.



J.L.D.

JLD/km

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