



Interoffice Memorandum

October 27, 2015

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
NOV 17 2015 *CS/BS*

**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

A handwritten signature in black ink, appearing to be "MVM", located to the right of the contact information.

**SUBJ: Agreement by and between Orange County and Taylor Morrison of Florida, Inc. for Traffic Law Enforcement on Private Road – The Reserve at Phillips Cove**

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.

Taylor Morrison of Florida, Inc. has requested such an agreement for the private roads located within the gated community of The Reserve at Phillips Cove. 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 The Reserve at Phillips Cove by and between Orange County, Florida, and Taylor Morrison of Florida, Inc. District 1.**

MVM/wsv

Attachments

NOV 17 2015 CS/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 The Reserve at Phillips Cove is entered into by and between ORANGE COUNTY, FLORIDA, (hereinafter "County") a charter county and political subdivision of the State of Florida, and TAYLOR MORRISON OF FLORIDA, INC., (hereinafter "Owner") a Florida corporation, 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 The Reserve at Phillips Cove (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

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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 The Reserve at Phillips Cove 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 South 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: Taylor Morrison of Florida, Inc.  
Attn.: Chris Tyree  
151 Southhall Lane  
Suite 200  
Maitland, FL 32751

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 The Reserve at Phillips Cove, 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: *Noelic Perez*  
for Deputy Clerk  
Print Name: Noelic Perez



TAYLOR MORRISON OF FLORIDA,  
INC., a Florida corporation

BY: *Chris Tyree*  
Chris Tyree, Vice President and  
Authorized Agent-Land

DATE: September 21, 2015

WITNESS:

*Julia A. Shepperd*  
Julia A. Shepperd  
(Print Name)

*Esperanza Maxon*  
Esperanza Maxon  
(Print Name)

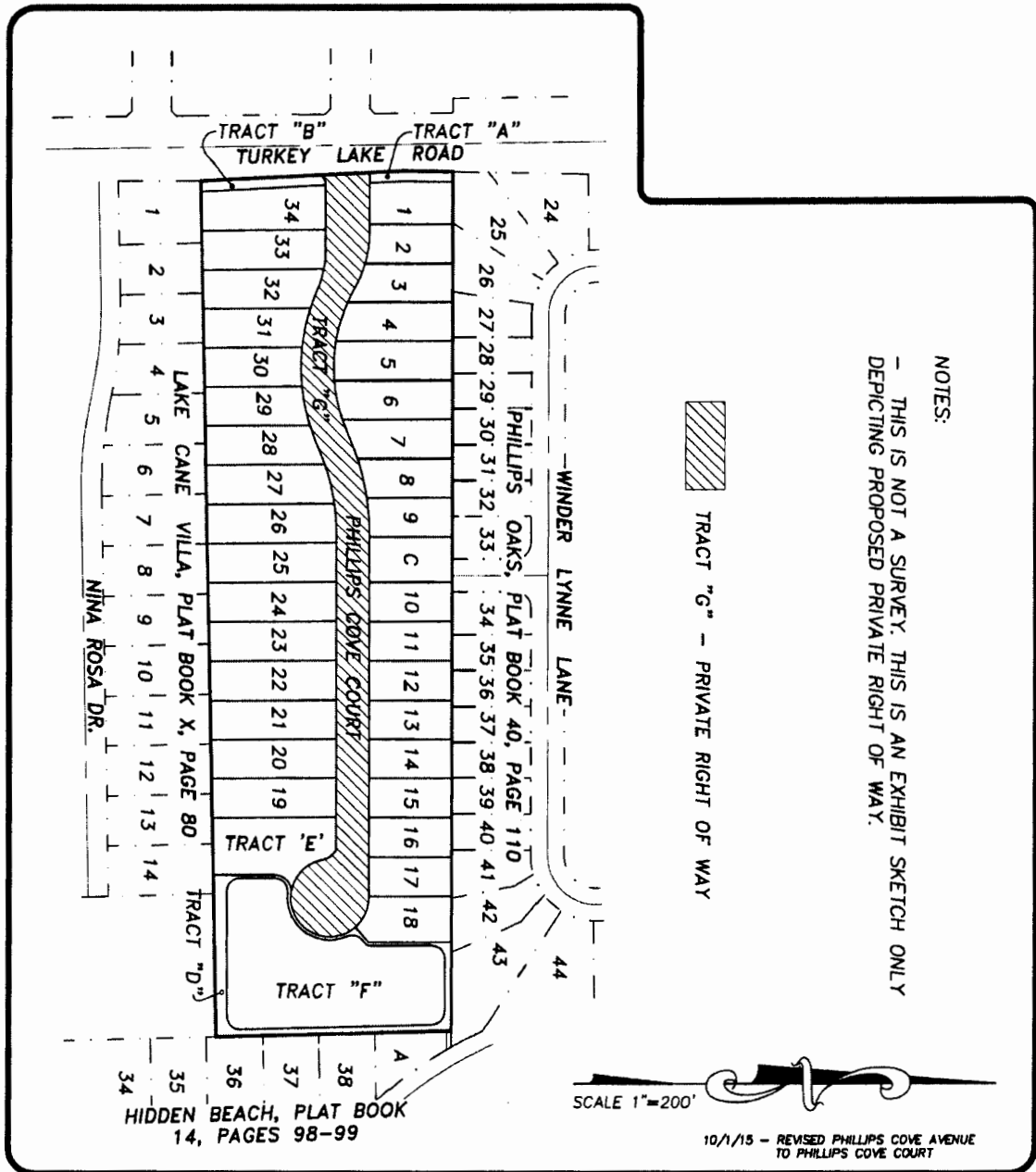
**EXHIBIT "A"**

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE RUN S89°56'37"E, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, 12.88 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF TURKEY LAKE ROAD PER OFFICIAL RECORDS BOOK 4203, PAGE 3361, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND TURKEY LAKE ROAD RIGHT OF WAY MAP, PROJECT NO. 90-270, FOR THE POINT OF BEGINNING; THENCE CONTINUE S89°56'37"E, ALONG SAID NORTH LINE ALSO BEING THE SOUTH LINE OF PHILLIPS OAKS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 40, PAGE 110, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, 1315.05 FEET, TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13, ALSO BEING THE WEST LINE OF HIDDEN BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGES 98 AND 99, OF THE PUBLIC RECORDS OF SAID ORANGE COUNTY, THENCE RUN S01°29'32"E, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, 355.41 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF LAKE CANE VILLA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK X, PAGE 80, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S88°55'32"W ALONG THE NORTH LINE LAKE CANE VILLA AND THE EASTERLY EXTENSION THEREOF, 1311.04 FEET, TO AFORESAID EASTERLY RIGHT OF WAY LINE OF TURKEY LAKE ROAD; THENCE RUN N02°49'03"W, ALONG SAID EASTERLY RIGHT OF WAY LINE 306.24 FEET; THENCE RUN N01°11'14"E, ALONG SAID EASTERLY RIGHT OF WAY LINE, 75.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 11.12 ACRES MORE OR LESS.

Sketch of Roadway



NOTES:  
 - THIS IS NOT A SURVEY. THIS IS AN EXHIBIT SKETCH ONLY  
 DEPICTING PROPOSED PRIVATE RIGHT OF WAY.

JOB NUMBER: 12059-G

SURVEY DATE:	7/01/15
FIELD BY:	N/A
FIELD BOOK:	N/A
PAGES:	N/A
FIELD FILE:	N/A
DRAWING FILE:	Tract G Exhibit.dwg

TRACT G  
 PRIVATE RIGHT OF WAY  
 PREPARED FOR:  
 TAYLOR-MORRISON  
 HOMES

**BISHMAN**  
 Surveying & Mapping, Inc.

CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877  
 WINTER GARDEN, FL 34787 Fax No. 407.905.8875



## **EXHIBIT "B"**

Taylor Morrison of Florida, Inc., shall obtain traffic law enforcement by means of employing deputies through the Sheriff's off-duty program.

If a resident of The Reserve at Phillips Cove 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 Reserve at Phillips Cove 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            September 3, 2015

TO:             Mayor Teresa Jacobs  
                    Board of County Commissioners

FROM:          Sheriff Jerry L. Demings

SUBJECT:      The Reserve at Phillips Cove - Gated Community

I understand Orange County will enter into an agreement with "The Reserve at Phillips Cove gated community, owned by Taylor Morrison of Florida, Inc., for traffic control and enforcement pursuant to Section 316.006(3)(b), F.S. The agreement will allow Taylor Morrison of Florida, Inc. to employ deputies through this agency's off-duty employment program to enforce traffic laws within the subdivision.

Please be advised that when initially submitted, the name of the subdivision was "Phillips Cove." During the plat review process, Orange County advised they already had a subdivision by that name and this subdivision name would need to be changed.

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