




Interoffice Memorandum

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: Apr. 5, 2016

March 1, 2016

TO: Mayor Teresa Jacobs
And the 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, Pulte Home Corporation, and
Jen Florida XXI, LLC for Traffic Law Enforcement on Private Roads –
Ruby Lake Phase 1 and Phase 2**

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.

Pulte Home Corporation and Jen Florida XXI, LLC have requested such an agreement for the private roads located within the gated community of Ruby Lake Phase 1 and Phase 2. The Sheriff's Office has been involved with 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 neither a development-related nor a procurement-related item. No specific project expenditure report is provided because this is a ministerial item.

Action Requested: Approval and execution of Agreement for Traffic Law Enforcement on Private Roads located in the gated community of Ruby Lake Phase 1 and Ruby Lake Phase 2 by and between Orange County, Florida, Pulte Home Corporation, and Jen Florida XXI, LLC. District 1.

MVM/DMA/ja

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 **RUBY LAKE-PHASE 1 and RUBY LAKE-PHASE 2** 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**, a Michigan corporation, organized under the laws of the State of Michigan (the "Phase 1 Owner") and **JEN FLORIDA XXI, LLC**, a Florida limited liability company, organized under the laws of the State of Florida (the "Phase 2 Owner" and together with the Phase 1 Owner hereinafter the "Owner").

WITNESSETH:

WHEREAS, Phase 1 Owner, as to **RUBY LAKE-PHASE 1**, and Phase 2 Owner, as to **RUBY LAKE-PHASE 2** own fee simple title to all the private roadways lying within a gated community known as **RUBY LAKE-PHASE 1 and RUBY LAKE-PHASE 2** (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 **RUBY LAKE-PHASE 1 and RUBY LAKE-PHASE 2** 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 Phase 1 Owner: Pulte Home Corporation
ATTN: HOA Department
4901 Vineland Road, Suite 500
Orlando, FL 32811

As to the Phase 2 Owner: Jen Florida XXI, LLC
1750 W. Broadway
Suite 111
Oviedo, FL 32765

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.

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IN WITNESS WHEREOF, the parties have executed this Traffic Law Enforcement Agreement for **PULTE HOME CORPORATION**, a Michigan corporation and **JEN FLORIDA XXI, LLC**, a Florida limited liability company, on the dates indicated below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs, County Mayor

ATTEST: Martina Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk
Print Name: **Katie Smith**

Signed, sealed and delivered
in the presence of the following witnesses:

Joshua Kalin
Print Name: JOSH KALIN

Cliff Towles
Print Name: CLIFF TOWLES

PULTE HOME CORPORATION, a Michigan corporation

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

DATE: 2/10/16

Signed, sealed and delivered
in the presence of the following witnesses:

Phil A. Termon
Print Name: Phil A. Termon

Angelica Ortobaza
Print Name: Angelica Ortobaza

JEN FLORIDA XXI, LLC, a Florida limited liability company

By: Sun Terra Communities I, LLC, a Florida limited liability company
Its: Non-Member Co-Manager

By: *John Kruginski*
Name: John Kruginski
Title: Co-Managing Member

DATE: 2/10/16

KFureyTran:Agrent:Templates Agreement-for-Traffic-Law-Enforcement-on-Private-Roads 5-1-14 FINAL

EXHIBIT "A"

RUBY LAKE-PHASE 1:

TRACT A AND PORTIONS OF TRACT B, LOT 1 AND LOT 2 OF RUBY LAKE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGES 42 THROUGH 48, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST OF ORANGE COUNTY, FLORIDA; THENCE S89°50'01"E, A DISTANCE OF 323.09 FEET ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST OF ORANGE COUNTY, FLORIDA TO THE POINT OF BEGINNING; THENCE NORTH 23°38'56" EAST, A DISTANCE OF 279.97 FEET; THENCE NORTH 19°19'01" EAST, A DISTANCE OF 1867.57 FEET, THENCE NORTH 13°32'13" WEST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 76°27'47" WEST, A DISTANCE OF 32.71 FEET; THENCE NORTH 13°32'13" WEST, A DISTANCE OF 186.97 FEET; THENCE NORTH 08°11'37" EAST, A DISTANCE OF 102.93 FEET; THENCE SOUTH 89°43'32" EAST, A DISTANCE OF 813.54 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 56°22'06"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 491.91 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 33°21'26" EAST, A DISTANCE OF 134.53 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 24°26'55" AND A CHORD BEARING OF SOUTH 44°25'06" WEST; THENCE FROM A TANGENT BEARING SOUTH 56°38'34" WEST, SOUTHWESTERLY 30.30 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 16.00 FEET AND A CENTRAL ANGLE OF 58°04'46"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.22 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°43'42" WEST, A DISTANCE OF 46.45 FEET; THENCE NORTH 77°36'27" WEST, A DISTANCE OF 45.69 FEET; THENCE SOUTH 15°35'32" EAST, A DISTANCE OF 129.60 FEET; TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 78°45'54" AND A CHORD BEARING OF SOUTH 37°37'45" EAST, THENCE FROM A TANGENT BEARING OF SOUTH 77°00'42" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 137.47 FEET TO THE POINT OF TANGENCY, THENCE SOUTH 01°45'12" WEST 260.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 975.00 FEET

AND A CENTRAL ANGLE OF 21°06'45"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 359.27 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1434.71 FEET AND A CENTRAL ANGLE OF 16°18'36"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 408.41 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 29°57'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 52.27 FEET; THENCE SOUTH 46°36'30" EAST A DISTANCE OF 139.41 FEET TO THE NORTH RIGHT OF WAY LINE OF PALM PARKWAY PER OFFICIAL RECORD BOOK 5138, PAGE 1988, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1485.00 FEET AND A CENTRAL ANGLE OF 36°41 '58"; THENCE FROM A TANGENT BEARING OF S43°23'30"W AND ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING (3) THREE COURSES AND DISTANCES: SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 951.18 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 80°05'29" WEST, A DISTANCE OF 159.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 885.00 FEET AND A CENTRAL ANGLE OF 31°31'32"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 486.95 FEET; THENCE NORTH 89°50'01" WEST, A DISTANCE OF 730.35 FEET TO THE POINT OF BEGINNING.

RUBY LAKE-PHASE 2:

PORTIONS OF LOT 1 AND LOT 2 OF RUBY LAKE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGES 42 THROUGH 48, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST OF ORANGE COUNTY, FLORIDA; THENCE THE FOLLOWING TWELVE (12) COURSES AND DISTANCES ALONG THE BOUNDARY OF SAID RUBY LAKE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGES 42 THROUGH 48, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; NORTH 89°54'38" WEST, A DISTANCE OF 334.30 FEET; NORTH 00°19'10" EAST, A DISTANCE OF 49.77 FEET; NORTH 89°13'06" WEST, A DISTANCE OF 791.24 FEET; NORTH 00°02'07" WEST, A DISTANCE OF 300.98 FEET; SOUTH 89°44'45" EAST, A DISTANCE OF 658.24 FEET; NORTH 00°03'05" WEST, A DISTANCE OF 352.48 FEET; SOUTH 89°54'08" EAST, A DISTANCE OF 136.94 FEET; NORTH 00°15'10" EAST, A DISTANCE OF 149.99 FEET; NORTH 89°53'56" WEST, A DISTANCE OF 136.99 FEET; NORTH 00°18'58" EAST, A

DISTANCE OF 412.40 FEET; SOUTH 89°57'31" EAST, A DISTANCE OF 137.22 FEET; NORTH 00°18'30" EAST, A DISTANCE OF 538.14 FEET; THENCE LEAVING SAID RUBY LAKE BOUNDARY SOUTH 89°42'19" EAST, A DISTANCE OF 241.25 FEET; THENCE NORTH 00°22'31" EAST, A DISTANCE OF 178.78 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 00°20'25" EAST, A DISTANCE OF 1344.33 FEET; THENCE SOUTH 89°53'04" EAST, A DISTANCE OF 94.00 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89°09'46" EAST, A DISTANCE OF 115.60 FEET; THENCE SOUTH 00°20'25" WEST, A DISTANCE OF 1343.72 FEET TO THE AFOREMENTIONED NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE SOUTH 89°38'32" EAST, A DISTANCE OF 215.60 FEET ALONG SAID NORTH LINE; THENCE DEPARTING SAID NORTH LINE, NORTH 00°18'02" EAST, A DISTANCE OF 163.34 FEET; THENCE NORTH 58°44'45" EAST, A DISTANCE OF 16.95 FEET; THENCE NORTH 67°37'27" EAST, A DISTANCE OF 83.81 FEET; THENCE NORTH 41°57'51" EAST, A DISTANCE OF 64.69 FEET; THENCE SOUTH 56°55'25" EAST, A DISTANCE OF 15.43 FEET; THENCE NORTH 66°36'10" EAST, A DISTANCE OF 63.88 FEET; THENCE NORTH 76°26'50" EAST, A DISTANCE OF 58.37 FEET; THENCE NORTH 77°38'10" EAST, A DISTANCE OF 13.57 FEET; THENCE NORTH 57°38'46" WEST, A DISTANCE OF 76.00 FEET; THENCE NORTH 79°11'58" EAST, A DISTANCE OF 114.12 FEET; THENCE SOUTH 30°16'39" EAST, A DISTANCE OF 28.95 FEET; THENCE NORTH 63°56'24" EAST, A DISTANCE OF 26.33 FEET; THENCE NORTH 00°16'27" EAST, A DISTANCE OF 100.32 FEET; THENCE SOUTH 89°43'32" EAST, A DISTANCE OF 254.43 FEET; THENCE SOUTH 08°11'37" WEST, A DISTANCE OF 102.93 FEET; THENCE SOUTH 13°32'13" EAST, A DISTANCE OF 186.97 FEET; THENCE NORTH 76°27'47" EAST, A DISTANCE OF 32.71 FEET; THENCE SOUTH 13°32'13" EAST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 19°19'01" WEST, A DISTANCE OF 1867.57 FEET; THENCE SOUTH 23°38'56" WEST, A DISTANCE OF 279.97 FEET TO THE SOUTH LINE OF THE NORTH ½ OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 89°50'01" WEST, A DISTANCE OF 323.09 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

EXHIBIT "B"

The **PULTE HOME CORPORATION**, a Michigan corporation and **JEN FLORIDA XXI, 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 **RUBY LAKE-PHASE 1 and RUBY LAKE-PHASE 2** wishes to make a traffic complaint, or to request a traffic law enforcement detail, he or she shall contact **PULTE HOME CORPORATION**, a Michigan corporation for further action. If a resident of **RUBY LAKE-PHASE 1 and RUBY LAKE-PHASE 2** contacts the Sheriff's Office directly with such a complaint or request, he or she will be directed to **PULTE HOME CORPORATION**, a Michigan corporation.

EXHIBIT “C”

[Sheriff’s Letter to County Mayor]



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

Date February 12, 2016

TO: Mayor Teresa Jacobs
Board of County Commissioners

FROM: Sheriff Jerry L. Demings

SUBJECT: Ruby Lake Phase I Gated Community

I understand Orange County will enter into an agreement with PULTE HOME CORPORATION and JEN FLORIDA XXI, LLC, owner, for the Ruby Lake Phase I gated community for traffic control and enforcement pursuant to Section 316.006(3)(b), F.S. The agreement will allow Pulte Home Corporation and Jen Florida XXI, LLC 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

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



Sheriff Jerry L. Demings

ORANGE COUNTY SHERIFF'S OFFICE
INTEROFFICE MEMORANDUM

Date February 12, 2016

TO: Mayor Teresa Jacobs
Board of County Commissioners

FROM: Sheriff Jerry L. Demings

SUBJECT: Ruby Lake Phase II Gated Community

I understand Orange County will enter into an agreement with PULTE HOME CORPORATION and JEN FLORIDA XXI, LLC, owner, for the Ruby Lake Phase II gated community for traffic control and enforcement pursuant to Section 316.006(3)(b), F.S. The agreement will allow Pulte Home Corporation and Jen Florida XXI, LLC 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 stylized flourish.

J.L.D.

JLD/km

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