



**Interoffice Memorandum**

May 24, 2019

TO: Mayor Jerry L. Demings  
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, and Sweetwater West Homeowners' Association Inc., for Traffic Law Enforcement on Private Roads – Sweetwater West**

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.

Sweetwater West Homeowners' Association, Inc. has requested such an agreement for the private roads located within the gated community of Sweetwater West. 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.

This Agreement has been reviewed by the County Attorney's Office and has been found acceptable.

**Action Requested: Approval and execution of Agreement for Traffic Law Enforcement on Private Roads by and between Orange County, Florida and Sweetwater West Homeowners' Association, Inc. District 2.**

MVM/DMA/mk

## **AGREEMENT FOR TRAFFIC LAW ENFORCEMENT ON PRIVATE ROADS**

This Agreement for Traffic Law Enforcement on Private Roads (“Agreement”) located within the gated community of **Sweetwater West** is entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida (hereinafter “County”), and Sweetwater West Homeowners’ Association Inc. (hereinafter “Owner”).

### **WITNESSETH:**

**WHEREAS**, Owner owns fee simple title to all the private roadways lying within a gated community known as **Sweetwater West** (hereinafter “Private Roads”), more specifically described in **Exhibit “A”**, attached hereto and incorporated by reference; and

**WHEREAS**, pursuant to Florida law, 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 enter into a written agreement, approved by the governing board of the county, providing the county with traffic control jurisdiction; and

**WHEREAS**, Section 316.006(3)(b)(2), Florida Statutes, further provides that prior to entering into an agreement for the enforcement of traffic laws over Private 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

**WHEREAS**, pursuant to consultations between the Parties and the Orange County Sheriff’s Office (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 for the enforcement of traffic laws over Private Roads shall take effect prior to October 1 unless such provision is waived in writing by the Sheriff; and

**WHEREAS**, the Sheriff has waived this provision as evidenced by **Exhibit “B”** attached hereto and incorporated by reference.

**Agreement for Traffic Law Enforcement on Private Roads for Sweetwater West**

**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, as additionally 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 “C”** attached hereto and incorporated by this reference.

3. ***Signage.*** The Owner shall establish the speed limit for the Private Roads and shall be solely responsible for posting the speed limit by appropriate Department of Transportation (“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.

5. ***Compensation.*** The Owner shall compensate the Sheriff for the services performed under this Agreement at an hourly rate as otherwise determined by the Sheriff.

6. ***County to Retain Revenues.*** All revenue from any fines, costs, and penalties imposed by the traffic citations issued for violation of traffic laws on the Private Roads in accordance with this Agreement shall be apportioned in the manner set forth in applicable Florida 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, construction and/or reconstruction of any roads, road drainage or signage located within the gated community of **Sweetwater West**. To ensure its ability to fulfill its obligation under this paragraph, the Owner

**Agreement for Traffic Law Enforcement on Private Roads for Sweetwater West**

shall maintain General Liability insurance in the minimum amount of One Million dollars (\$1,000,000.00), and shall file with the County current certificates of the required insurance providing a thirty (30) day advance written notice of cancellation. Such insurance shall (a) name the County and the Orange County Sheriff's Office as an additional insureds and (b) be issued by a company authorized to do business under the laws of the State of Florida and shall be acceptable to the County. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

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 **Sweetwater West** shall at all times be solely and exclusively the responsibility of the Owner.

10. **Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date of the execution by the last of the two Parties signing hereto, and shall thereafter automatically continue for successive one (1) year terms unless otherwise terminated by any party by thirty (30) days written notice to the other Parties. 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 Orange County Board of County Commissioners.

12. **Notice.** Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notice shall be delivered to each of the Parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this paragraph.

**Agreement for Traffic Law Enforcement on Private Roads for Sweetwater West**

**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 Owner:** **Sweetwater West Homeowners Association Inc.**  
**c/o 2180 West State Road 434, Suite 5000**  
**Longwood, FL 32779**

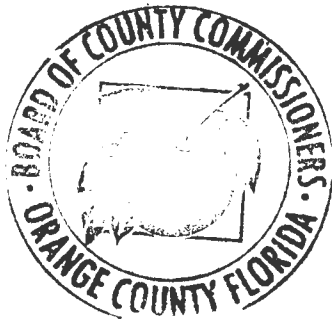
13. **Severability.** If any sentence, phrase, paragraph, provision or portion of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered an independent provision and the finding shall have no effect on the validity of the balance of this Agreement.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

***[SIGNATURES ON FOLLOWING PAGES]***

**Agreement for Traffic Law Enforcement on Private Roads for Sweetwater West**

IN WITNESS WHEREOF, the Parties have executed this Agreement for Traffic Law Enforcement on Private Roads for the community of **Sweetwater West** on the dates indicated below.



**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

By: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

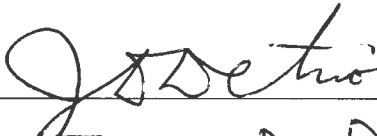
By: *Katie Smith*  
Deputy Clerk

Date: JUN 18 2019

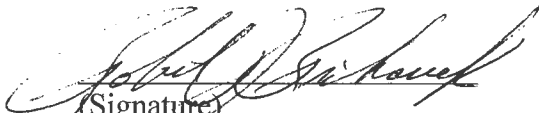
*[Remaining Signatures on Following Page]*

Agreement for Traffic Law Enforcement on Private Roads for Sweetwater West

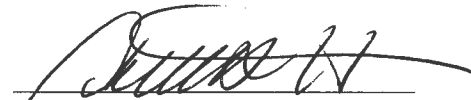
SWEETWATER WEST HOMEOWNERS'  
ASSOCIATION INC.

BY:   
NAME: JOSEPH D. DETRIO  
TITLE: PRESIDENT  
DATE: 5/16/2019

WITNESS:

  
(Signature)

ROBERT J. RICKCREEK  
(Print Name)

  
(Signature)

Christine A. Ross  
(Print Name)

**Agreement for Traffic Law Enforcement on Private Roads for Sweetwater West**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

(INSERT LEGAL DESCRIPTION OF PROPERTY)  
(Maps shall be no larger than 8 ½ x 11)





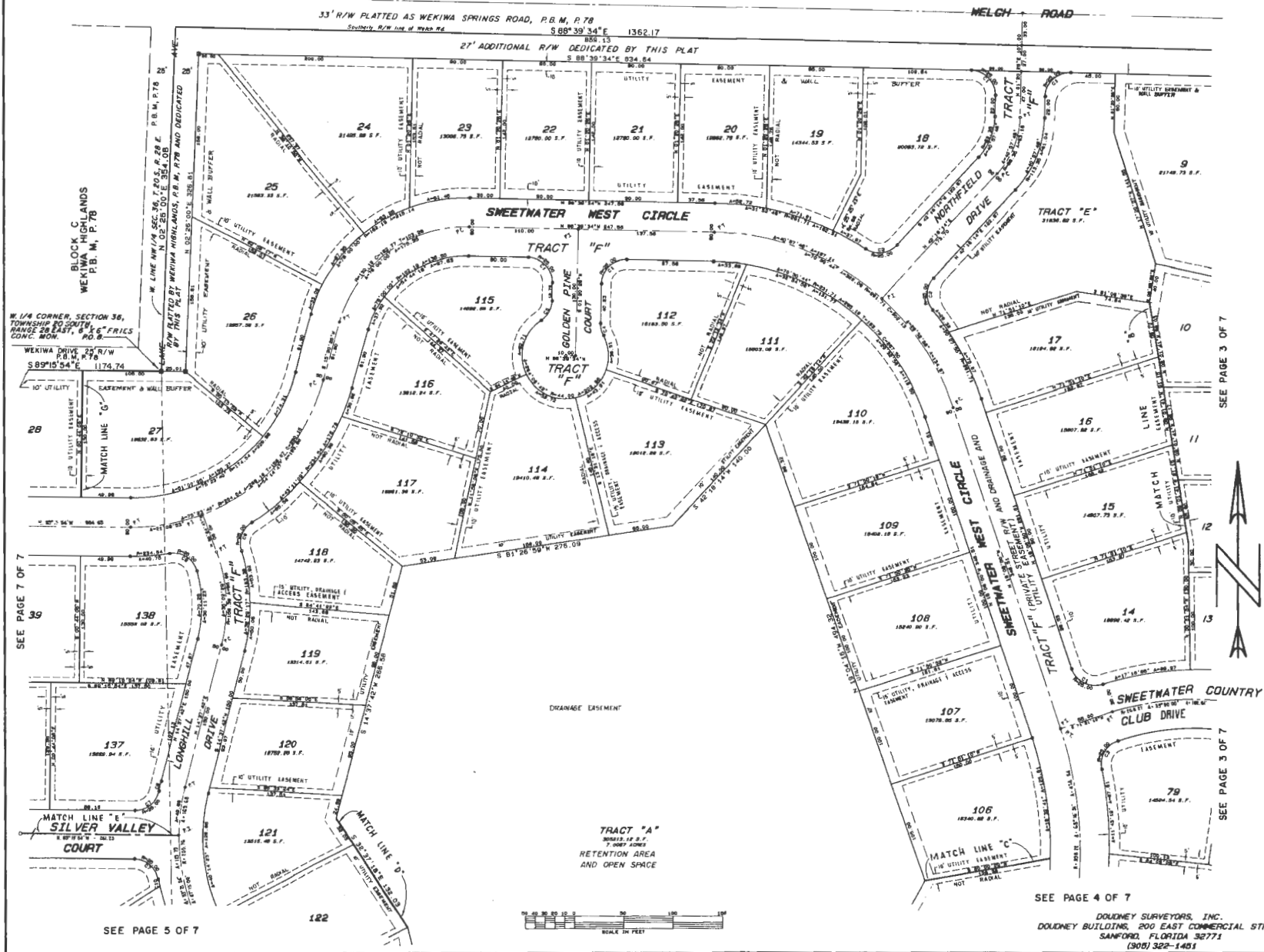
# SWEETWATER WEST

SECTIONS 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 28 EAST  
ORANGE COUNTY, FLORIDA

PAGE 2 OF 7

PLAT BOOK 25 AND PAGE 13

30' R/W PER O.R. BOOK 1630, PGS 1033, 1034 & 1035



SEE PAGE 5 OF 7

SEE PAGE 4 OF 7

DOUDNEY SURVEYORS, INC.  
DOUDNEY BUILDING, 200 EAST COMMERCIAL STREET  
SANFORD, FLORIDA 32771  
(904) 322-1401

# SWEETWATER WEST

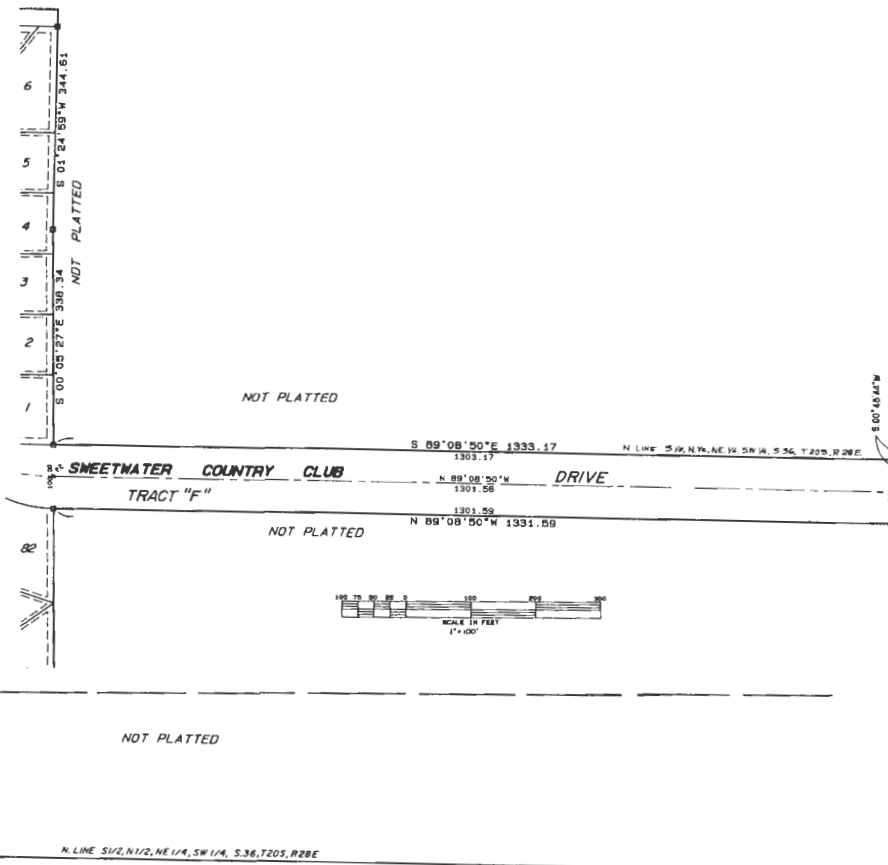
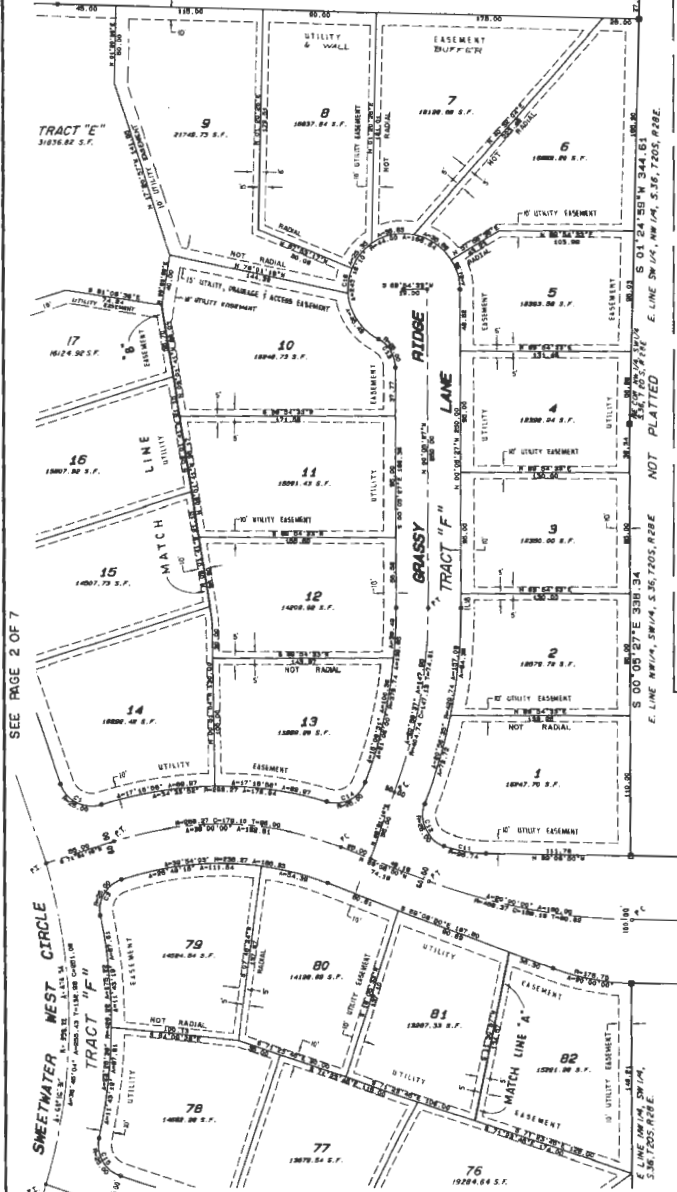
30' R/W PER O.R. BOOK 1650, PGS 1033, 1034 & 1035

SECTIONS 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 28 EAST  
ORANGE COUNTY, FLORIDA

WELCH ROAD

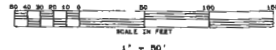
33' PLATTED AS WEKIVA SPRINGS ROAD, WEKIVA HIGHLANDS, P.B.M., PG. 78  
S 88° 38' 34" E 1362.17

27' ADDITIONAL R/W DEDICATED BY THIS PLAT



SEE PAGE 2 OF 7

SEE PAGE 4 OF 7



DOUDNEY SURVEYORS, INC.  
DOUDNEY BUILDING, 200 EAST COMMERCIAL STREET  
SANFORD, FLORIDA 32771  
(305) 322-1451

60' R/W DEDICATED BY O.R. BOOK 1650, PGS 1033, 1034 & 1035  
COUNTY ROAD PROJECT # 44  
WELCH ROAD  
PLAT DEDICATED BY O.R. BOOK 1650, PGS 1033, 1034 & 1035

# SWEETWATER WEST

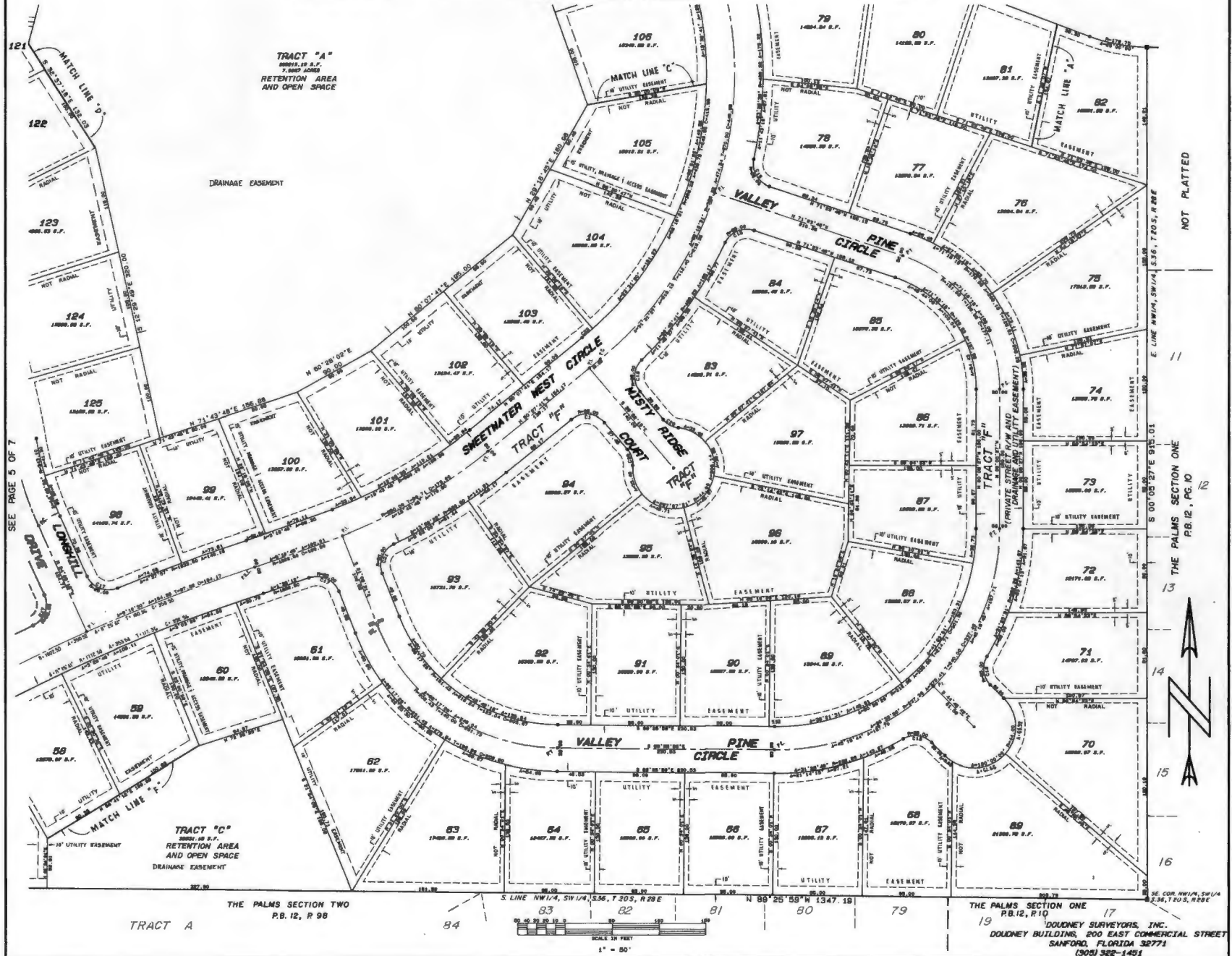
SECTIONS 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 28 EAST  
ORANGE COUNTY, FLORIDA

PAGE 4 OF 7

PLAT BOOK 25 AND PAGE 15

SEE PAGE 2 OF 7

SEE PAGE 3 OF 7



TRACT A

THE PALMS SECTION TWO  
P.B. 12, R 98

84

83

82

81

80

79

THE PALMS SECTION ONE  
P.B. 12, R 10

19

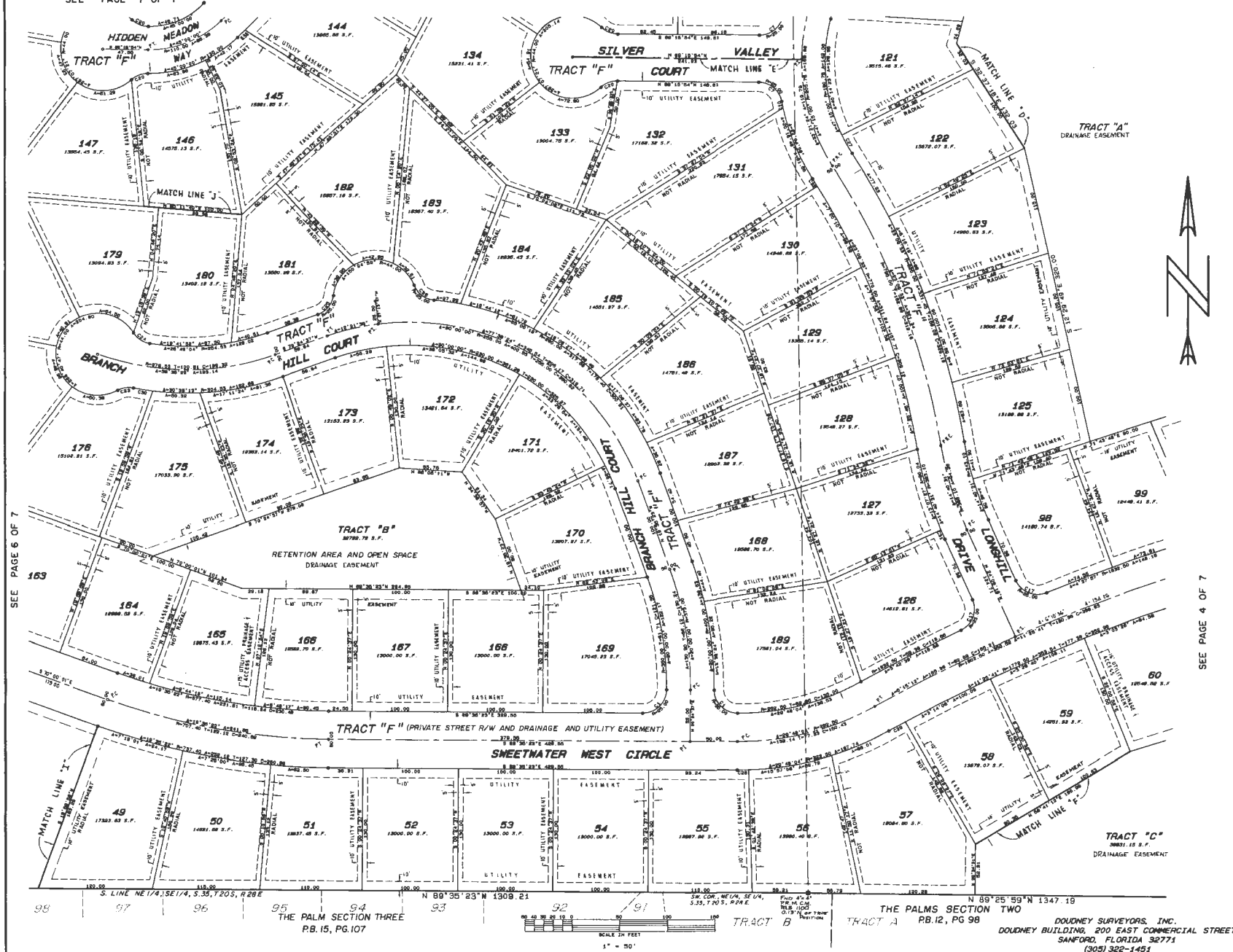
17

DOUDNEY SURVEYORS, INC.  
DOUDNEY BUILDING, 200 EAST COMMERCIAL STREET  
SANFORD, FLORIDA 32771  
(305) 322-1451

# SWEETWATER WEST

SECTIONS 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 28 EAST  
ORANGE COUNTY, FLORIDA

SEE PAGE 7 OF 7



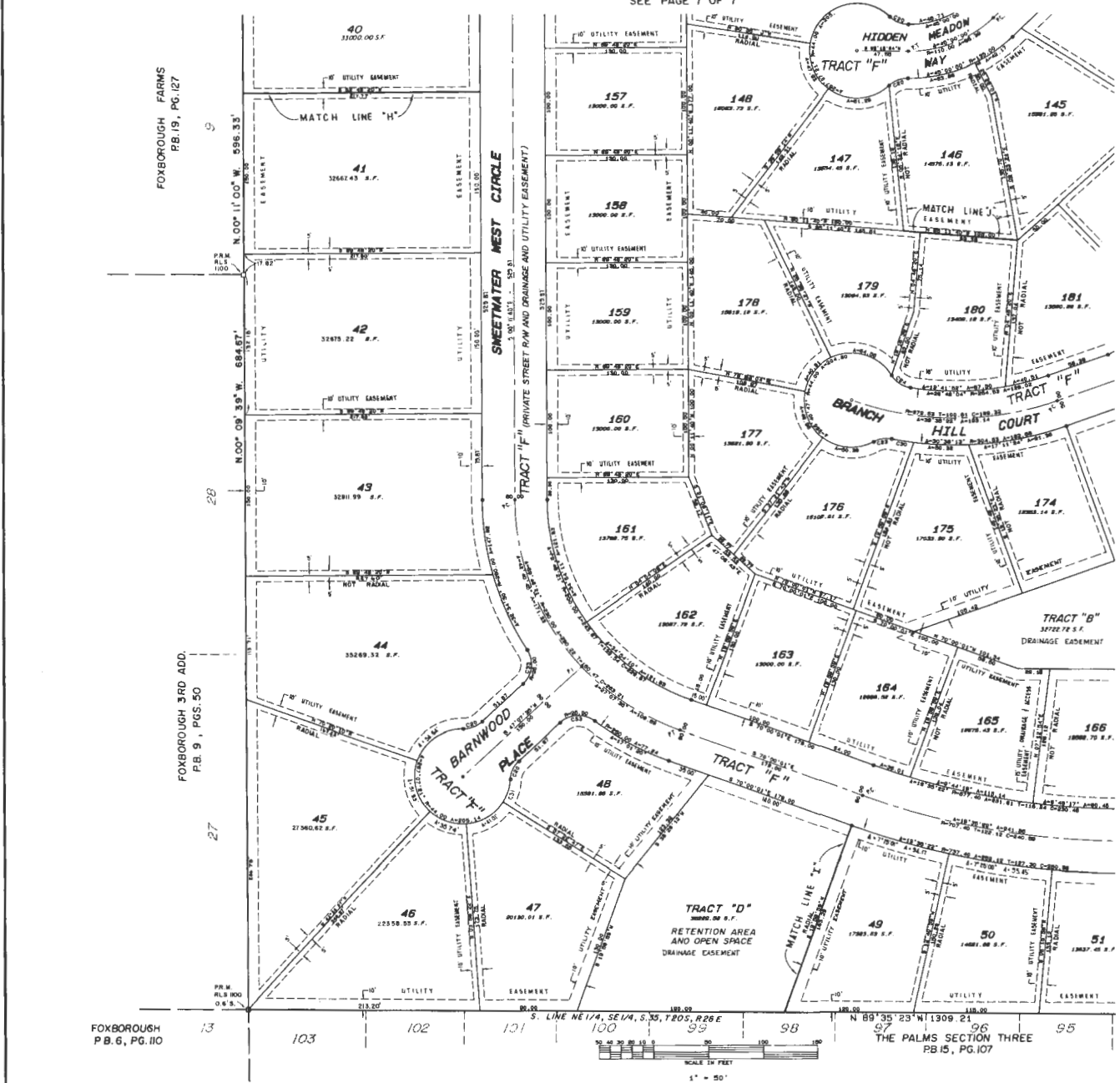
SEE PAGE 6 OF 7

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# SWEETWATER WEST

SECTIONS 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 28 EAST  
ORANGE COUNTY, FLORIDA

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FOXBOROUGH  
P.B. 6, PG. 110

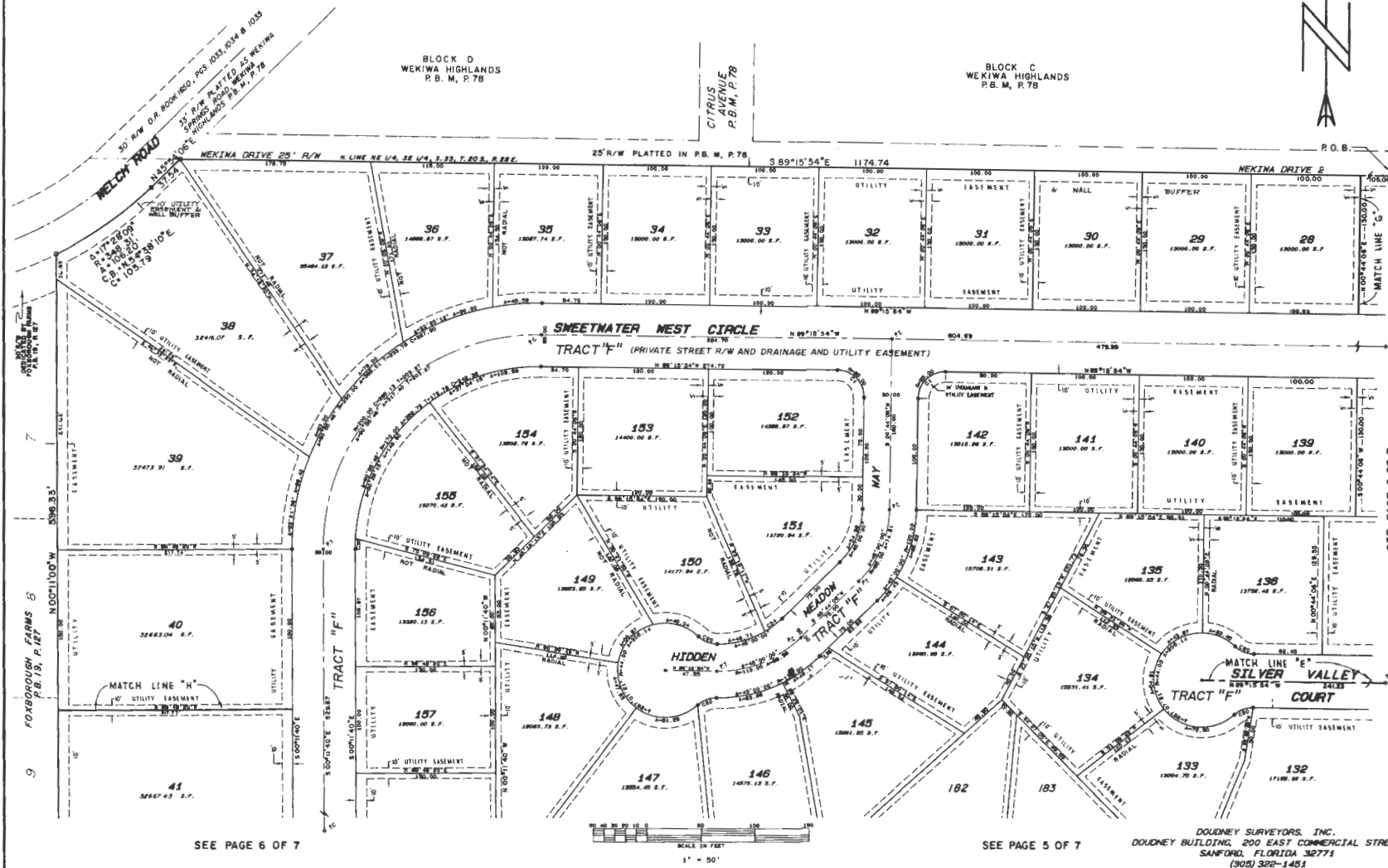
13      103      102      101      100      99      98      97      96      95

S. LINE NE 1/4, SE 1/4, S. 35, T20S, R28E  
N 89° 35' 23" W 1309.21  
THE PALMS SECTION THREE  
P.B. 5, PG. 107

DOLONEY SURVEYORS, INC.  
DOLONEY BUILDING, 200 EAST COMMERCIAL STREET  
SANFORD, FLORIDA 32771  
(305) 322-1451

# SWEETWATER WEST

SECTIONS 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 28 EAST  
ORANGE COUNTY, FLORIDA



**Agreement for Traffic Law Enforcement on Private Roads for Sweetwater West**

**EXHIBIT "B"**

(INSERT MEMO FROM ORANGE COUNTY SHERIFF'S DEPARTMENT)





Sheriff John W. Mina  
**ORANGE COUNTY SHERIFF'S OFFICE**

April 19, 2019

The Honorable Jerry L. Demings  
Orange County Mayor  
201 S. Rosalind Avenue  
5<sup>th</sup> Floor  
Orlando, FL 32801

RE: Sweetwater West Traffic Agreement

Dear Mayor Demings:

I understand Orange County will enter into an agreement with the Sweetwater West gated community, for traffic control and enforcement pursuant to Florida Statute 316.006(3)(b). The agreement will allow the Sweetwater West Homeowner's Association, Inc. 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, 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 requirement.

If you have any questions, please do not hesitate to contact me. Thank you for your assistance in this matter.

Sincerely,

John W. Mina  
Sheriff of Orange County

JWM/km

cc: Off Duty Services

Approved as to form and legality  
For the reliance of the Sheriff of  
Orange County only.

Bernadine Rice  
Dated: 4/19/19



**Agreement for Traffic Law Enforcement on Private Roads for Sweetwater West**

**EXHIBIT "C"**

Owner shall obtain traffic law enforcement by means of employing deputies through the Sheriff's off-duty program.

Residents of **Sweetwater West** wishing to make a traffic complaint, or to request a traffic law enforcement detail, shall contact the Owner. Residents contacting the Sheriff's Office directly with such complaints or requests shall be directed to the Owner for further action.