



## Interoffice Memorandum

October 31, 2017

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, Park Square Enterprises, LLC, and Goldenrod II, LLC for Traffic Law Enforcement on Private Roads – Goldenrod Reserve

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.

Park Square Enterprises, LLC and Goldenrod II, LLC have requested such an agreement for the private roads located within the gated community of Goldenrod Reserve. 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 located within the gated community of Goldenrod Reserve by and between Orange County, Florida, Park Square Enterprises, LLC, and Goldenrod II, LLC. District 3.

MVM/DMA/mk

BCC Mtg. Date: November 28, 2017

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

This Agreement for Traffic Law Enforcement on Private Roads ("Agreement") located within the gated community of Goldenrod Reserve is entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida (hereinafter "County"), and **Park Square Enterprises, LLC**, a Foreign Limited Liability Company organized under the laws of the State of Delaware and authorized to transact business in the State of Florida, and **Goldenrod II, LLC**, a Florida Limited Liability Company organized under the laws of the State of Florida (hereinafter and collectively, "Owner").

### **WITNESSETH:**

**WHEREAS**, Owner owns fee simple title to all the private roadways lying within a gated community known as Goldenrod Reserve (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.

**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 Goldenrod Reserve. 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), 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 insured 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 Goldenrod Reserve 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.

**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:**

Park Square Enterprises, LLC  
5200 Vineland Road, Suite 200  
Orlando, Florida 32811

**and**

Goldenrod II, LLC  
1642 Bridgewater Drive  
Lake Mary, Florida 32746

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.

14. **Assignment.** It is acknowledged and understood that Owner anticipates assigning ownership of the Private Roads, as more specifically described in **Exhibit "A"** herein, to a homeowner's association at a future date. At such time, Owner shall also assign this Agreement and shall notify the Orange County Sheriff's Office of such assignment. The homeowner's association shall thereafter assume the duties and responsibilities provided for herein.

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

*{Signature Pages Follow}*

Agreement for Traffic Law Enforcement on Private Roads between Orange County, Park Square Enterprises, LLC, and Goldenrod II, LLC



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

BY: *Teresa Jacobs*  
Teresa Jacobs, County Mayor


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

By: *Katie Smith*  
Deputy Clerk

DATE: NOV 28 2017

Agreement for Traffic Law Enforcement on Private Roads between Orange County, Park Square Enterprises, LLC, and Goldenrod II, LLC

**PARK SQUARE ENTERPRISES, LLC**  
a Foreign Limited Liability Company

BY:   
NAME: Suresh Gupta  
TITLE: Manager  
DATE: 7/14/2017

WITNESS:

   
(Signature) (Signature)

Cynthia Leigh Linden Thomas P.C. McCarty  
(Print Name) (Print Name)

**Agreement for Traffic Law Enforcement on Private Roads between Orange County, Park Square Enterprises, LLC, and Goldenrod II, LLC**

**GOLDENROD II, LLC**  
a Florida Limited Liability Company

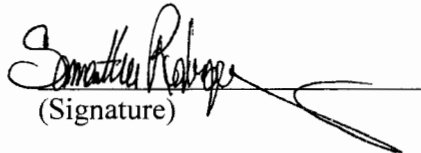
BY: 

NAME: Stephen Hoffman

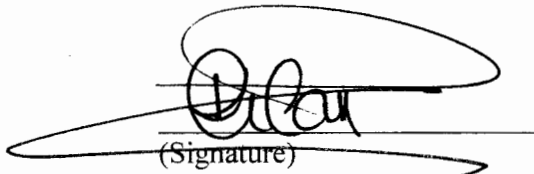
TITLE: Manager

DATE: 7-14-17

WITNESS:

  
(Signature)

Samantha Rodriguez  
(Print Name)

  
(Signature)

Keisha Carter  
(Print Name)



### Exhibit "A"

The South 3/4 of Lots 5, 6, 7, and 8, Block 17; and, All of Lots 1, 2, 3, 4 and the North 1/2 of Lots 5, 6, 7 and 8 in Block 18 of LOS TERRANOS, according to Plat Book "P", Page 87, Public Records of Orange County, Florida.

TOGETHER WITH vacated right of way described in Official Records Book 6790, Page 881, Public Records of Orange County, Florida.

LESS AND EXCEPT that portion described in Right-of-Way Agreement recorded in Deed Book 784, Page 513, Public Records of Orange County, Florida.

ALSO LESS AND EXCEPT that portion described in Stipulated Order of Taking recorded in Official Records Book 4692, Page 3539 and Official Records Book 6207, Page 3621, Public Records of Orange County, Florida, being more particularly described as follows:

COMMENCE at the South 1/4 corner of Section 14, Township 23 South, Range 30 East, Orange County, Florida; Thence run North 00°04'10" West along the East line of the Southwest 1/4, of said Section 14, for a distance of 345.91 feet to the Easterly extension of the South line of the North 1/2 of said Lot 5, Block 18; Thence run South 89°34'53" West along said South line of the North 1/2 of Lot 5 and the Easterly extension thereof, for a distance of 300.24 feet to the POINT OF BEGINNING; Thence continue South 89°34'53" West along the South line of the North 1/2 of said Lots 5, 6, 7 and 8, Block 18, for a distance of 991.12 feet to the Southwest corner of the North 1/2 of said Lot 8, Block 18, said point also lying on the Easterly right-of-way line of Pasco Street as recorded in said Plat Book "P", Page 87; Thence run North 00°05'06" West along said Easterly right-of-way line, also being the West lines of said Lot 1 and 8, Block 18 and the West line of said Lot 8, Block 17, for a distance of 1484.19 feet to the Northwest corner of the South 3/4 of said Lot 8, Block 17; Thence run North 89°41'46" East along the North line of the South 3/4 of said Lots 5, 6, 7, and 8, Block 17, for a distance of 1241.75 feet to the Westerly right-of-way line of Goldenrod Road as recorded in Deed Book 784, Page 513 and Official Records Book 6207, Page 3621 of said Public Records; Thence run the following courses along said Westerly right-of-way line: South 00°04'10" East for a distance of 327.89 feet to the point of curvature of a curve concave Westerly and having a radius of 2814.79 feet; Thence run Southerly along the arc thereof through a central angle of 02°58'26" for an arc length of 146.10 feet, a chord bearing of South 01°25'02" West for a chord distance of 146.08 feet to a point on the Northerly vacated right-of-way line of Nassau Avenue as recorded in Official Records Book 6790, Page 881; Thence run South 05°24'54" West for a distance of 60.30 feet to a point on the Southerly vacated right-of-way line of said Nassau Avenue said point lying on a non-tangent curve concave Northwesterly and having a radius of 2812.79 feet; Thence run Southwesterly along the arc thereof through a central angle of 20°03'02" for an arc length of 984.33 feet, a chord bearing of South 14°09'27" West and a chord distance of 979.32 feet to the POINT OF BEGINNING.

EXHIBIT "B"



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

June 16, 2017

TO: Mayor Teresa Jacobs  
Board of County Commissioners

FROM: Sheriff Jerry L. Demings

SUBJECT: Goldenrod Reserve Gated Community

I understand Orange County will enter into an agreement with Park Square Enterprises, LLC for the Goldenrod Reserve gated community for traffic control and enforcement pursuant to Section 316.006(3)(b), F.S. The agreement will allow the Goldenrod Reserve Homeowner's Association 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.

*J.L.D. Acting Sheriff*  
J.L.D. *6/23/17*  
JLD/km

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

## **EXHIBIT "C"**

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

Residents of Goldenrod Reserve 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.