



**Interoffice Memorandum**

September 3, 2020

**TO:** Mayor Jerry L. Demings  
and the Board of County Commissioners

**FROM:** Joseph C. Kunkel, P.E., Director, Public Works Department *Joseph C. Kunkel*

**CONTACT PERSON:** Pedro L. Medina, P. E., Manager *JCM/PM*  
**Public Works Department**

**PHONE NUMBER:** (407) 836-7974

**SUBJ:** Agreement for Traffic Law Enforcement on Private Roads in Heartwood  
at Lake Louise

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.

Home Dynamics Heartwood, LLC has requested such an agreement for the private roads located within the gated community of Heartwood at Lake Louise. 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 (Home Dynamics Heartwood LLC) for Hartwood at Lake Louise. District 5.

JCK/PM/MK/wjn

Attachment(s)

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

This Agreement for Traffic Law Enforcement on Private Roads (“Agreement”) located within the gated community of (**HEARTWOOD AT LAKE LOUISE**) is entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida (hereinafter “County”), and (**HOME DYNAMICS HEARTWOOD LLC**) (hereinafter “Owner”).

### **WITNESSETH:**

**WHEREAS**, Owner owns fee simple title to all the private roadways lying within a gated community known as (**HEARTWOOD AT LAKE LOUISE**) (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 (**HEARTWOOD AT LAKE LOUISE**). 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 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 (HEARTWOOD AT LAKE LOUISE) 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:**

**Home Dynamics Heartwood, LLC**  
Attention: David Schack  
4755 Technology Way, #210  
Boca Raton, FL 33472  
Ph: 561-869-1800  
Fax: 561-869-1820

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.

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement for Traffic Law Enforcement on Private Roads for the community of (HEARTWOOD AT LAKE LOUISE) on the dates indicated below.

**ORANGE COUNTY, FLORIDA**

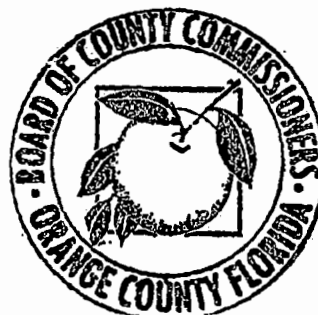
By: Orange County Board of County Commissioners

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

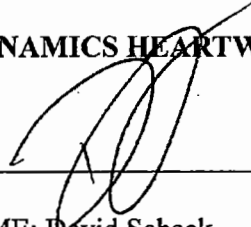
By: Katie Smith  
Deputy Clerk

Date: SEP 22 2020



*[Remaining Signatures on Following Page]*

**HOME DYNAMICS HEARTWOOD LLC**

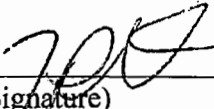
BY:  \_\_\_\_\_

NAME: David Schack


TITLE: Managing Member

DATE: 11/18/2019

WITNESS:

  
\_\_\_\_\_  
(Signature)

Teresa Peterson  
(Print Name)

  
\_\_\_\_\_  
(Signature)

LARISSA RUTSCH  
(Print Name)

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

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



## Legal Description

A portion of Section 10, Township 22 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

***BEGIN*** at the southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 10; thence run N 00°37'10" W, along the west line thereof, a distance of 1,301.38 feet to a point on the southerly right-of-way line of State Road No. 420 (County Road Project No. 29B), being a 60.00 foot wide right-of-way as now laid out and used; said point also being a point on a non-tangent curve, concave northwesterly, having a radius of 440.27 feet; thence, on a chord bearing of N 65°59'05" E and a chord distance of 347.77 feet, run northeasterly, along the arc of said curve and along the southeasterly right-of-way line of Lake Pickett Road, a distance of 357.51 feet, through a central angle of 46°31'32" to a point on said curve; thence, departing said southeasterly right-of-way line, run S 69°21'52" E, a distance of 458.02 feet; thence run N 84°07'02" E, a distance of 583.83 feet to a point on east line of the Northwest 1/4 of the Southeast 1/4 of said Section 10; thence run S 00°42'51" E, along the east line thereof, a distance of 1,332.67 feet to a point on the south line of the Northwest 1/4 of the Southeast 1/4 of said Section 10; thence run S 89°37'31" W, along the south line thereof, a distance of 1,329.62 feet to the ***POINT OF BEGINNING.***

Containing 40.61 acres, more or less.

**EXHIBIT "B"**

(INSERT MEMO FROM ORANGE COUNTY SHERIFF'S DEPARTMENT)



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

November 11, 2019

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

RE: Heartwood at Lake Louise Traffic Agreement

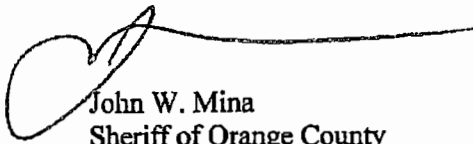
Dear Mayor Demings:

I understand Orange County will enter into an agreement with the Heartwood at Lake Louise gated community, for traffic control and enforcement pursuant to Florida Statute 316.006(3)(b). The agreement will allow the Home Dynamics Heartwood, 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 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.

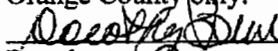
Sincerely,

  
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.

  
Dated: 11/11/19



## **EXHIBIT "C"**

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

Residents of (**HEARTWOOD AT LAKE LOUISE**) 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.