



## Interoffice Memorandum

March 16, 2017

TO: Mayor Teresa Jacobs  
And the Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

A handwritten signature in black ink, appearing to be "M. Massaro", written over the name in the FROM field.

**CONTACT PERSON: Mark V. Massaro, P.E., Director  
Public Works Department**

**PHONE NUMBER: (407) 836-7970**

**SUBJ: Agreement by and between Orange County, Florida and Meritage Homes  
of Florida, Inc. for Traffic Law Enforcement on Private Roads – Estates at  
Parkside**

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.

Meritage Homes of Florida, Inc. has requested such an agreement for the private roads located within the gated community of Estates at Parkside. 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 Estates at  
Parkside by and between Orange County, Florida and Meritage  
Homes of Florida, Inc. District 1.**

MVM/DMA/ja

BCC Mtg. Date: April 11, 2017

## **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 **ESTATES AT PARKSIDE** is entered into by and between Orange County, Florida, (hereinafter "County") a charter county and political subdivision of the State of Florida, and **MERITAGE HOMES OF FLORIDA, INC.**, a Florida Corporation (hereinafter "Owner") authorized to do business in the State of Florida.

### **WITNESSETH:**

**WHEREAS**, Owner owns fee simple title to all the private roadways lying within a gated community known as **ESTATES AT PARKSIDE** (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 **ESTATES AT PARKSIDE** 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 Owner:	<b>Meritage Homes of Florida, Inc.</b> <b>5337 Millenia Lakes Blvd., Suite 410</b> <b>Orlando, FL 32839</b>

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 **MERITAGE HOMES OF FLORIDA, INC.**, on the dates indicated below.



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

BY: *Teresa Jacobs*  
Teresa Jacobs, County Mayor  
Date: 4.11.17

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

By: *Katie Smith*  
Deputy Clerk

Print Name: Katie Smith

Date: APR 11 2017

**MERITAGE HOMES OF FLORIDA, INC.**, a Florida Corporation, authorized to do business in the State of Florida

BY: *Denver Marlow*  
DATE: 3/13/17

WITNESS:  
*Amy Steiger*  
(Print Name)

*Jennifer Hamilton*  
(Print Name)

**EXHIBIT "A"**

To be reviewed by Public Works  
(legal description on 8 ½ x 11 paper)

Situated in Section 10, Township 24 South, Range 28 East  
Orange County, Florida

**Vicinity Map**  
Not to Scale

**GDA GAMING-DELTON ASSOCIATES, INC.**  
professional surveyors and mappers  
1275 E. Robinson Street, Orlando, FL 32801 (407) 884-8806

THE PROPERTY SHOWN HEREON REPRESENTS A PORTION OF THE LANDS INCLUDED IN THE KARINA PARKSIDE DEVELOPMENT (PD) PARKSIDE TRACT 2 PRELIMINARY SUBDIVISION PLAN / DEVELOPMENT PLAN (PSP/DP) PRELIMINARY SUBDIVISION PLAN, CASE # PSP 13-05-116 APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS JUNE 3, 2014 AND GDR 15-12-363 APPROVED BY ORANGE COUNTY BOARD OF COMMISSIONERS ON MAY 10, 2015

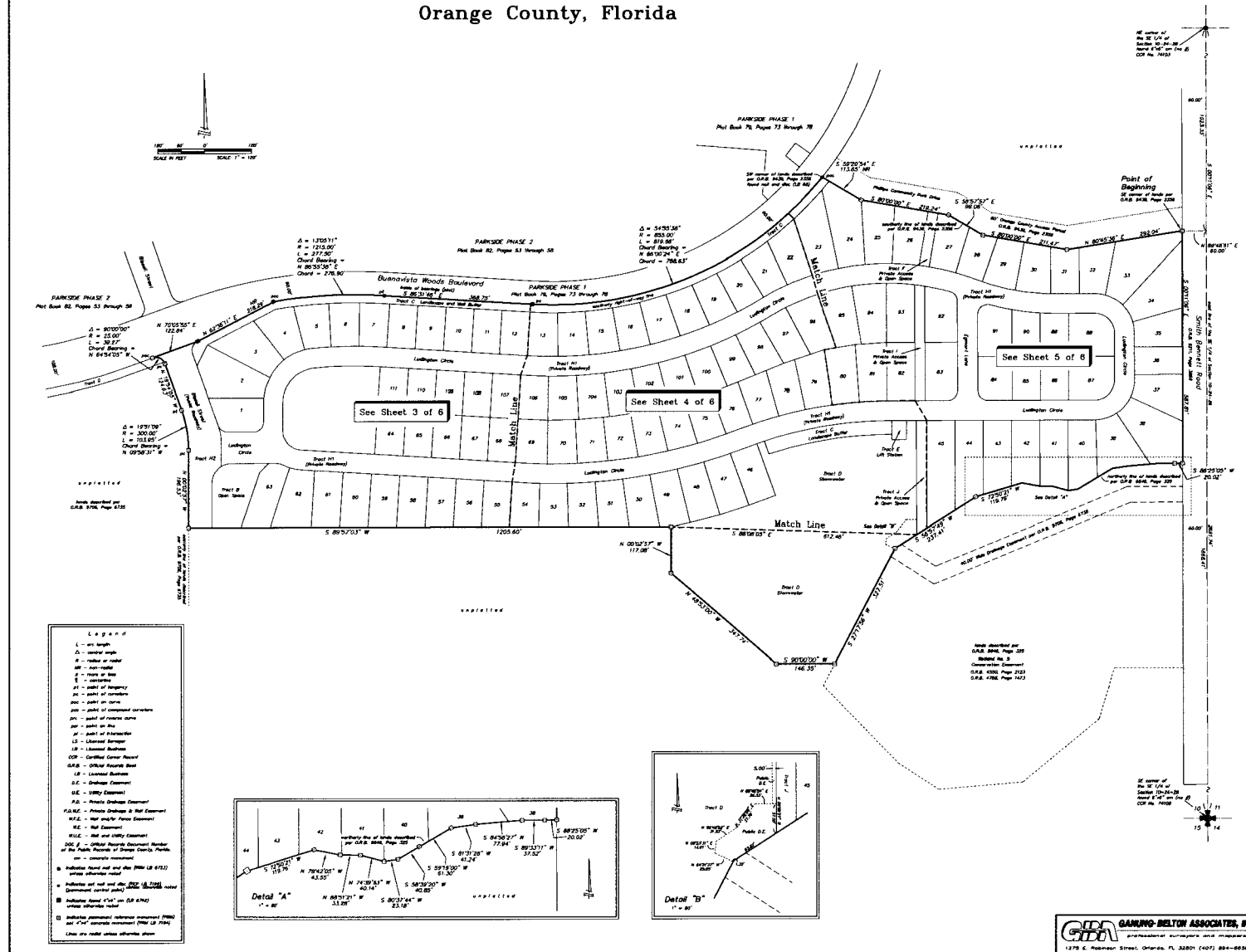
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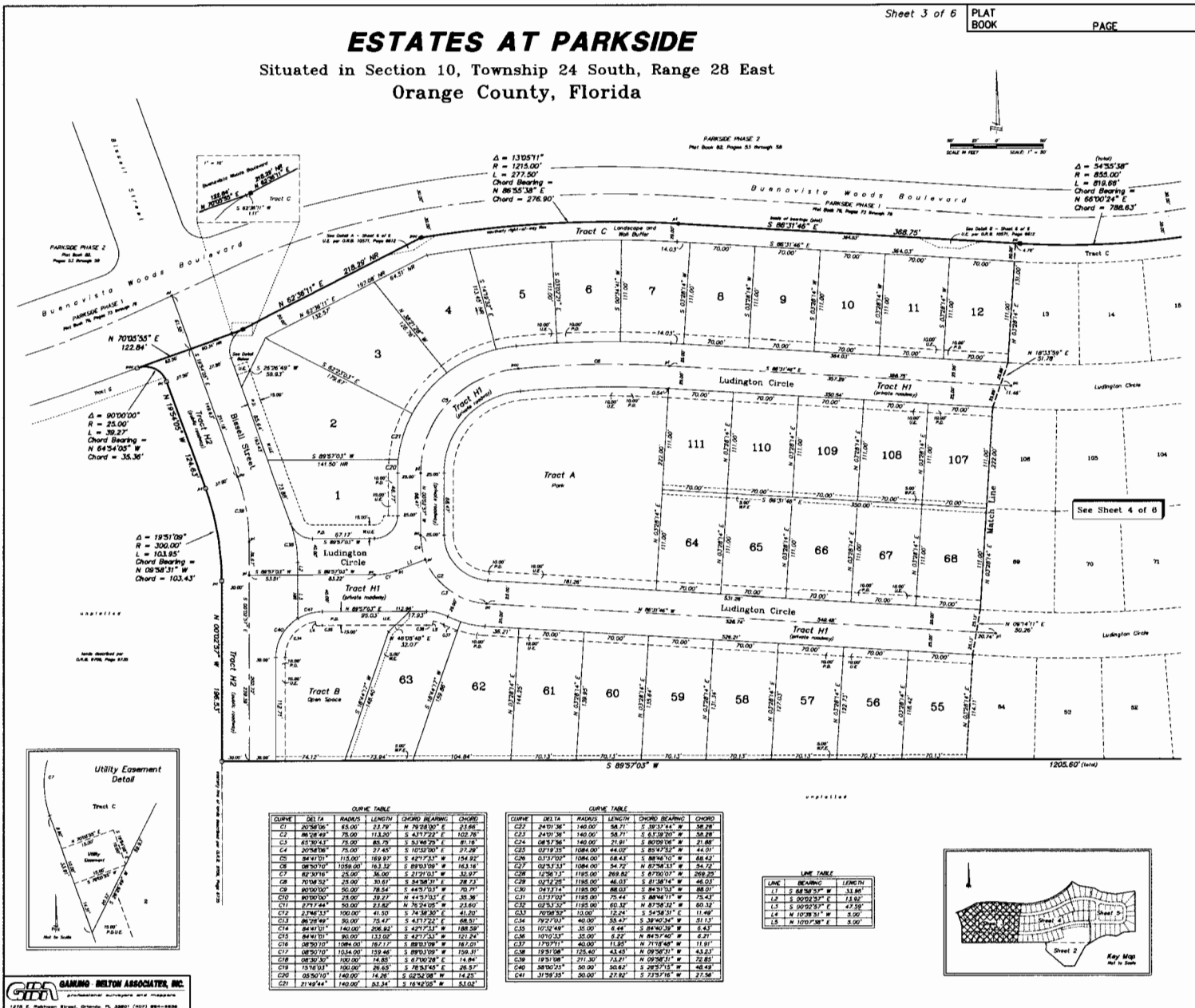


## ***ESTATES AT PARKSIDE***

Situated in Section 10, Township 24 South, Range 28 East  
Orange County, Florida



Situated in Section 10, Township 24 South, Range 28 East  
Orange County, Florida

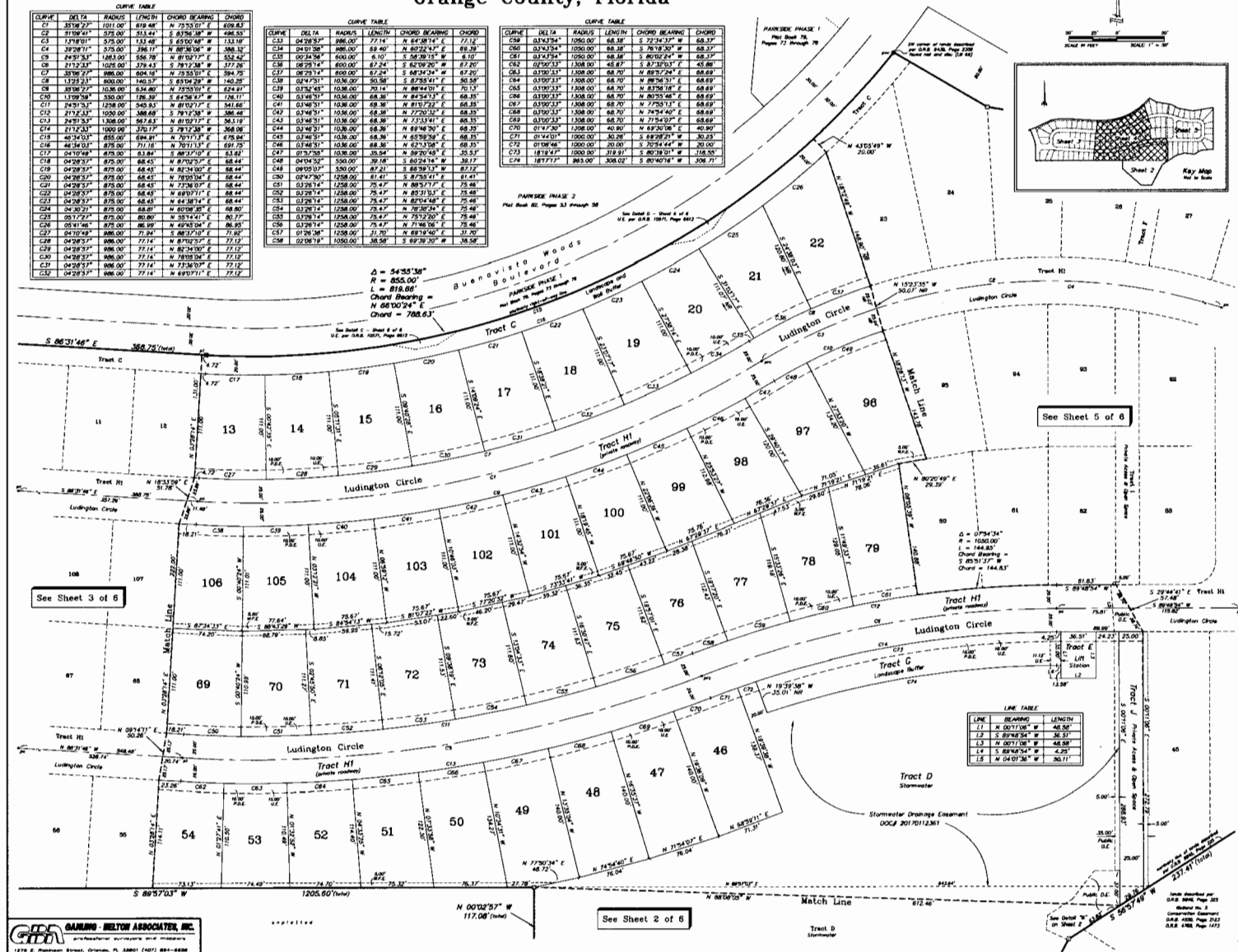


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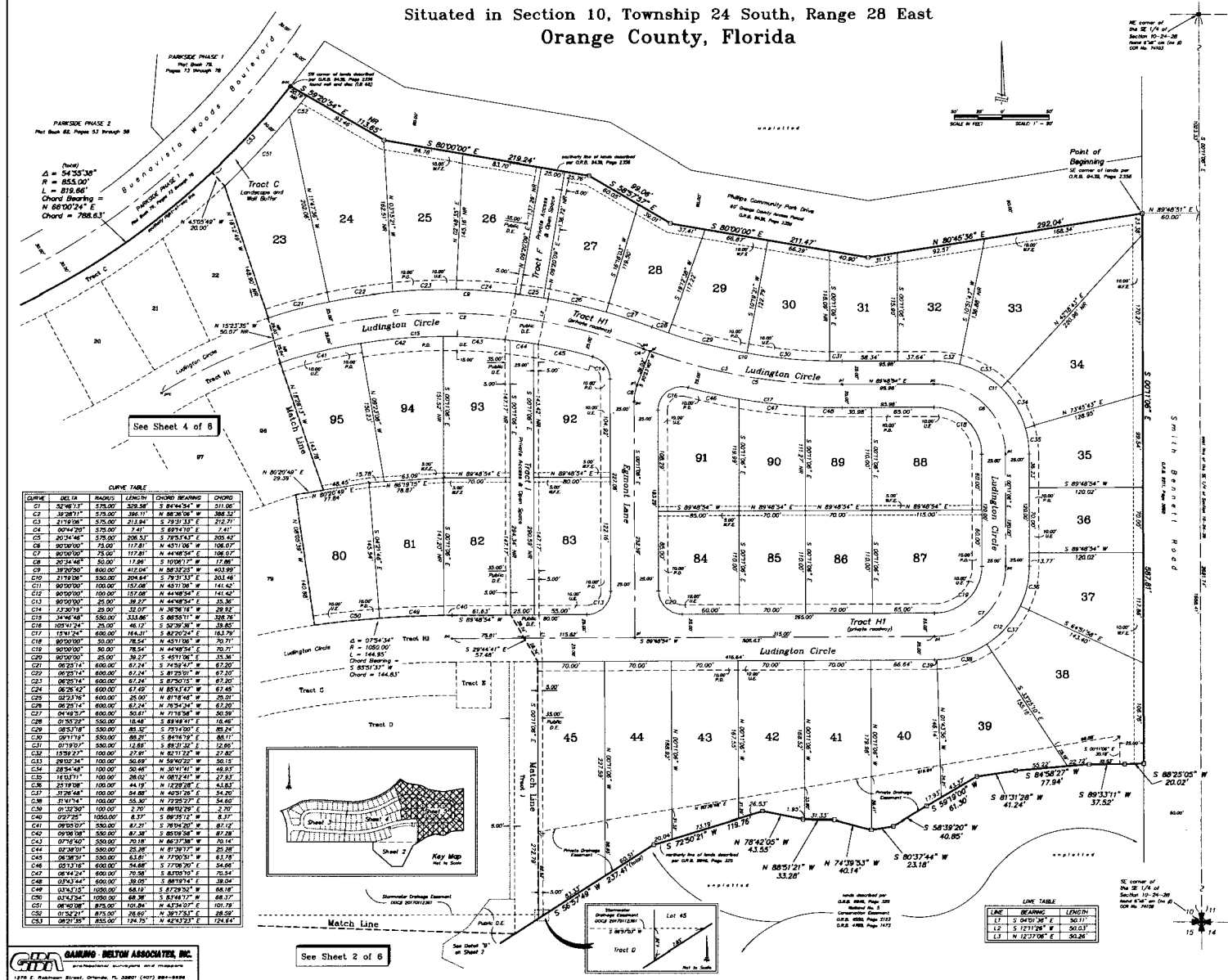
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C60	0.01354"	1050.00	68.58'	S 76°18'30" W	68.37'
C61	0.01354"	1050.00	68.58'	S 80°02'24" W	68.37'
C62	0.01354"	1050.00	68.58'	S 83°46'18" W	68.37'
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C64	0.01300"	1308.00	68.70'	S 88°54'15" E	68.69'
C65	0.01300"	1308.00	68.70'	S 87°36'18" E	68.69'
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C68	0.01300"	1308.00	68.70'	S 74°54'40" E	68.69'
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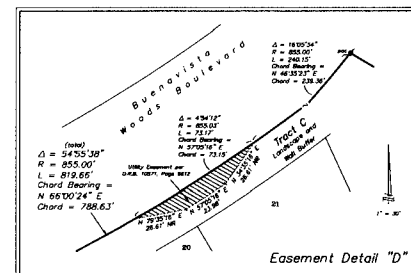
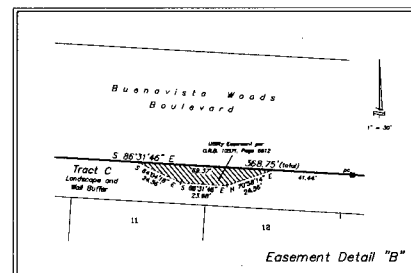
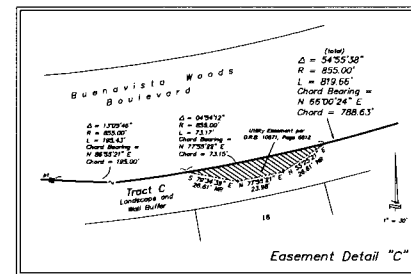
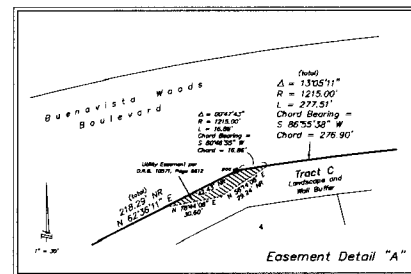


Situated in Section 10, Township 24 South, Range 28 East  
Orange County, Florida



# **ESTATES AT PARKSIDE**

Situated in Section 10, Township 24 South, Range 28 East  
Orange County, Florida



## **EXHIBIT "B"**

The **MERITAGE HOMES OF FLORIDA, INC, a Florida Corporation**, shall obtain traffic law enforcement by means of employing deputies through the Sheriff's off-duty program.

If a resident of **ESTATES AT PARKSIDE** 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 **ESTATES AT PARKSIDE** 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**

May 18, 2016

TO: Mayor Teresa Jacobs  
Board of County Commissioners

FROM: Sheriff Jerry L. Demings

SUBJECT: Estates at Parkside Gated Community

I understand Orange County will enter into an agreement with Meritage Homes of Florida, Inc. for the Estates at Parkside gated community for traffic control and enforcement pursuant to Section 316.006(3)(b), F.S. The agreement will allow the Meritage Homes 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.

JLD/km

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