

**AGREEMENT FOR
TRAFFIC CONTROL ON PRIVATE ROADS**

This Agreement gives the City of Orlando the authority to control traffic on Private Roads located in the gated community of Village Walk at Lake Nona HOA and is entered into by and between the City of Orlando, (hereinafter referred to as the "City"), and Village Walk at Lake Nona, HOA, (hereinafter referred to as "Community").

WITNESSETH:

WHEREAS, Community owns fee simple title to all the private roadways lying within a gated Community (hereinafter "Private Roads") which will be more specifically described in a sketch of the property to be provided to the City of Orlando Police Department; and

WHEREAS, pursuant to state statute, the City does not have traffic control jurisdiction over private roads such as those owned by Community; and

WHEREAS, Section 316.006(2)(b), *Florida Statutes*, provides that a city may exercise jurisdiction over any private roads if the city and the party owning such roads provide for city traffic control jurisdiction by a written agreement approved by the City Council; and

WHEREAS, Community wants the City to exercise traffic control jurisdiction upon the Private Roads at all times, regardless of compensation; and

WHEREAS, Community permits the City to exercise traffic control jurisdiction upon the Private Roads at all times, regardless of compensation; and

WHEREAS, the City of Orlando Police Department is willing to exercise traffic control jurisdiction upon the Private Roads; and

WHEREAS, the parties desire to set forth the terms and conditions required for such an agreement.

NOW, THEREFORE, in consideration of the covenants and conditions herein, the City and Community 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.** The City agrees to exercise jurisdiction over traffic control upon the Private Roads pursuant to the terms and conditions expressed in Section 316.006(2)(b), *Florida Statutes* and as amended.

3. **SIGNAGE.** Community shall establish the speed limit of for the Private Roads consistent with Section 316.183(2), *Florida Statutes* (stating maximum speed limit for all vehicles must be 30 miles per hour in business or residence districts) and shall be responsible for posting the speed limit by appropriate signage along said roads. Such signage must comply with Department of

Transportation requirements prior to any enforcement action. The City shall enforce the speed limits consistent with Section 316.183, Florida Statutes.

4. **AUTHORITY IN ADDITION TO EXISTING AUTHORITY.** The City's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to the authority presently exercised by the City over the Private Roads, and nothing herein shall be construed to limit or remove any such authority. The City agrees to continue to provide such police services as are required by law.

5. **CITY 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 retained by the City and apportioned in the manner set forth in applicable statutes.

6. **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 City than that which the City would ordinarily be subjected to when providing its normal police services.

8. **INDEMNIFICATION.** To the fullest extent permitted by law, Community shall indemnify, defend, and hold the City harmless from any loss, cost, damage or expense, including attorney's 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 or signage or any matter related to providing traffic control enforcement pursuant to this Agreement. To ensure its ability to fulfill its obligation under this paragraph, Community shall maintain General Liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00), and shall file with the City current certificates of the required insurance providing a 30-day advance written notice of cancellation. Such insurance shall (a) name the City as and additional insured as it relates to activities conducted pursuant to this contract and (b) be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City.

9. **ROAD MAINTENANCE.** Neither the existence of the Agreement nor anything contained herein shall impose any obligation or duty upon the City to provide maintenance on and/or drainage of the Private Roads. The maintenance, repair, and construction or reconstruction of all roads, drainage and signage within the Community shall at all times be solely and exclusively the responsibility of Community.

10. **TERM.** The effective date of this Agreement is the date of the signature last affixed to this Agreement and shall thereafter automatically continue for successive one year terms unless terminated by either 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 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 the approval of the City Council.

12. **NOTICE.** All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following:

AS TO THE CITY: Alana Brenner, City Clerk
City of Orlando
400 South Orange Avenue
Orlando, Florida 32801

AS TO THE CHIEF: Chief of Police
Orlando Police Department
P.O. Box 913
Orlando, Florida 32802-0913

COPY TO: Police Legal Advisor
Orlando Police Department
P.O. Box 913
Orlando, Florida 32802-0913

AS TO COMMUNITY: CARLOS GREGORY, President
8524 INSULAR Dr.
Orlando, FL 32827
407-888-2704
VillageWalk at Lake Nona, HOA

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

CITY OF ORLANDO

By: _____
John W. Mina, Chief of Police

Date: _____

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City of Orlando
Florida, only

_____, 2010

City Attorney
Orlando, Florida

COMMUNITY

By: 

President

Print Name: Carlos Serrano

Date: 4/15/14

WITNESS:

Kim Morton
Signature

Date: 4/15/14

Kim Morton
Name Printed

Jessica Chatman
Signature

Date: 4/15/14

Jessica Chatman
Name Printed