

**AGREEMENT FOR  
TRAFFIC CONTROL ON PRIVATE ROADS**

This Agreement for Traffic Control on Private Roads located in the gated community of TOSCANA is entered into by and between the **City of Orlando** (hereinafter referred to as the "City"), and Toscana Master Association, Inc. (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 for the Private Roads 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. **COMPENSATION.** Community shall compensate the City of Orlando Police Department for the scheduled services performed under this Agreement at an hourly rate and in the manner specified in **Exhibit "A"** of this Agreement, which exhibit is incorporated herein by reference. The hourly rate shall remain in effect unless revised in accordance with the collective bargaining contract, OPD Policy and Procedure, or any other applicable laws.

6. **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.

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 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 an 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, including the Exhibit 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 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: Luis Alpizan, President  
7496 Toscana Blvd.  
Orlando, FL. 32819

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

\_\_\_\_\_, 2015

\_\_\_\_\_  
City Attorney  
Orlando, Florida

\* \* \* \* \*

(NAME OF COMMUNITY)

By: *Luis Apizaran*  
President

Print Name: Luis Apizaran

Date: 1/21/2015

WITNESS:

*Jessi Quinn*  
Signature

Date: 1/21/15

Jessi Quinn  
Name Printed

*Raouf Saouli*  
Signature

Date: 1/21/15

4/21/2015  
Name Printed

## **HOURLY RATE**

\$39.00 per officer per hour  
plus 10% administrative costs

\$43.00 per sergeant per hour  
plus 10% administrative costs

**Required 4 hour minimum per employee**

**EXHIBIT A**