



Private Streets Traffic Enforcement Agreement

THIS PRIVATE STREETS TRAFFIC ENFORCEMENT AGREEMENT ("Agreement") is made and entered into as of the 6<sup>th</sup> day of Nov, 2024 by and between the CITY OF BELLE ISLE, a Florida municipal corporation (hereinafter the "City"), and Conway Groves HOA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, organized under the laws of the State of Florida (hereinafter the "Association").

WHEREAS, the Association represents and warrants that it is the title owner of certain private roads or limited access roads lying within the Conway Isles subdivision, which are more particularly described as Francenia Dr, Belle Groves, Kesae, Cranmore, Bell Tower Book 36, Page 3, Public Records of Orange County, Florida and (hereinafter the "Private Roads"); and

WHEREAS, the Association desires the City's Police Department to enforce the traffic laws of the State of Florida on such Private Roads; and

WHEREAS, the Association by and through the undersigned corporate official, personally and individually represents that it does have the authority to enter into this Agreement covering the Private Roads and that the board of directors of the Association have duly voted to approve this Agreement and its execution by the undersigned corporate official of the Association; and

WHEREAS, Section 316.006(2)(b), Florida Statutes authorizes the City to enter into agreements such as this Agreement and requires the parties to enter into a written agreement for municipal traffic control jurisdiction over the Private Roads; and

NOW, THEREFORE, in consideration of the premises and receipt of ten dollars (\$10.00) and other valuable consideration, in hand paid, the parties hereto being first duly authorized and fully informed of the intentions herein expressed, do hereby affix their signatures and expressly state and agree the City's Police Department shall exercise municipal traffic control jurisdiction over the Private Roads of the Association.

1. **Recitals.** The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

2. **Jurisdiction.** City agrees to exercise jurisdiction over enforcement of the traffic laws upon the Private Roads pursuant to the terms and conditions expressed in Section 316.006(2)(b), *Florida Statutes*, and subject to the terms and conditions of this Agreement and subsequent agreement that the City and Association may enter into concerning compensation for law enforcement patrols and traffic enforcement within the Conway Isles subdivision. The City's exercise of traffic law enforcement pursuant to this Agreement shall be in addition to that authority presently exercised by City over the Private Roads and nothing herein shall be construed to limit or remove any such authority. The frequency and manner of traffic enforcement over the Private Roads pursuant to this Agreement shall be solely at the discretion of the City's Police Department. 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; the Association shall not receive any portion of such fines, costs, and penalties.

3. **Labor Compensation Agreement.** This Agreement is not intended to address the compensation, scheduling and time commitments by the City's Police Department for traffic enforcement and patrols within the Conway Isles subdivision. The Association understands that this Agreement does not obligate the City or its Police Department to patrol the Private Roads or Conway Isles subdivision. If the Association would like specific time commitments for law enforcement patrols and traffic enforcement within the Conway Isles subdivision, it will need to negotiate and execute a separate agreement with the City in order to compensate the City for the City's Police Department's labor and equipment involved. Any such agreement will be subject to the availability of law enforcement officers and other commitments upon the City's Police Department.

4. **Signage.** The Association shall establish the speed limit for the Private Roads and shall be responsible for posting the speed limit by appropriate FDOT approved signage. Further, the Association shall be responsible for posting and maintaining stop signs and other traffic signage along said Private Roads in accordance with applicable laws, specifications, rules and regulations.

5. **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 or the City's Police Department or its officers than that which the City or the City's Police Department or its officers would ordinarily be subjected to when providing its normal police services. This Agreement does not impose any additional duty to the Association or its members upon the City and the City's Police Department. Nothing herein shall constitute or be deemed a waiver of the City's sovereign immunity or of any other privilege, protection, defense, or immunity afforded to the City or its employees, officials, officers and agents under the law.

6. **Indemnification.** To the fullest extent permitted by law, the Association shall indemnify, defend, and hold the City and the City's Police Department and its employees and officers harmless from any loss, cost, claim, damage or expense, including attorneys' fees and litigation expenses (at all trial and appellate levels and with lawyers selected by the City), for any action, claim, penalty, or judgment arising out of, related to, or stemming from, either directly or indirectly, (i) this Agreement, (ii) the City's enforcement of traffic laws on the Private Roads, (iii) the Association's operation, maintenance, repair and reconstruction of the Private Roads, drainage systems, signage or any other private subdivision improvements, or (iv) from any combination of the foregoing. The Association shall be responsible for obtaining and maintaining general liability insurance coverage for the Private Roads and Association's other properties during the term of this Agreement in commercially reasonable limits. This provision shall survive termination of this Agreement.

7. **Road Maintenance.** Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the City to operate, maintain, replace and repair the Private Roads, as such is the responsibility and obligation of the Association and its members.

8. **Term.** The term of this Agreement shall run from the Effective Date and end on \_\_\_\_\_, and this Agreement shall thereafter automatically continue for successive one fiscal year terms (running date to date) unless terminated by any party by thirty (30) days written notice to the other party. Further, this Agreement may be terminated at any time by either party upon written notice of termination to the other party; provided however, if the Association desires to terminate this Agreement, the Association shall give the City at least thirty (30) days prior written notice of termination. This Agreement shall be effective (the "Effective Date") upon the execution of this Agreement by the last of the parties to sign and after the City's City Commission has approved this Agreement.

9. **Notice.** All notices to be given under this Agreement shall be in writing and sent by U.S. Mail or by personal hand delivery to the following addresses:

To City: City of Belle Isle Police Department  
Attn: Chief of Police  
1521 Nela Avenue  
Belle Isle, Florida 32809

To Association: *Conway Groves* Homeowners Association, Inc.  
*c/o Orlando County*  
*PO Box 532811*  
*Orl, FL 32853*

Either party may change its address for notice purposes upon written notice of such change to the other party.

10. **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 City's City Commission.

[Signature Page on Next Page]

IN WITNESS WHEREOF, this Agreement was executed on the day and year above written.

CITY OF BELLE ISLE

ATTEST:

\_\_\_\_\_  
Nicholas Fouraker, Mayor

\_\_\_\_\_  
Yolanda Quiceno, City Clerk

Date: \_\_\_\_\_

Conway Groves HOMEOWNERS ASSOCIATION, INC.

Authenticated  
Pete Orsaeo 11/06/24

BY: \_\_\_\_\_, as President/Director  
Pete Orsaeo, President

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by physical presence this 6<sup>th</sup> day of Nov, 2024 by Pete Orsaeo, as President/Director of Conway Groves HOA, Inc Homeowners Association., Inc., a Florida Not For Profit Corporation.



Bridgette Ross  
Signature of Notary  
Bridgette Ross  
Print Name

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Certificate ID: D1190D1B-539C-EF11-88CF-002248299057

### Signing Information:

Signing Name: Conway Groves Roadway Traffic Enforcement - Conway Groves Belle Isle Traffic Enforcement Agreement-c

ID: [REDACTED]

Start Date: Nov 06, 2024 10:23:51 AM EST

End Date: Nov 06, 2024 10:53:37 AM EST

# Signers: 1

# Reviewers: 0

# CC: 0

Creator: Bridgette Ross

Email: bridgetteross@gmail.com

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### Document Information:

Document Name: Conway Groves Belle Isle Traffic Enforcement Agreement-combined

ID: [REDACTED]

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### Participant Activity:

Name: Pete Orsaeo, President

Type: Email:

Email: POrsaeo@gmail.com

TOS/STAESP/CCD: Accepted: Nov 06, 2024 10:53:10 AM EST [72.239.115.126]

EULA/TOS Version: [https://secure.authentisign.com/assets/files/Authentisign\\_TOS\\_202106.pdf](https://secure.authentisign.com/assets/files/Authentisign_TOS_202106.pdf)

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Document: Signed And Accepted: Nov 06, 2024 10:53:33 AM EST [72.239.115.126]

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### Signature / Initials:

Signature:

 *Pete Orsaeo*

Initials:

 PO



Certificate ID: 

## Consumer Consent Disclosure

By proceeding and selecting the "I Agree" button corresponding to the Consumer Consent Disclosure section on the Authentisign Terms of Service window you are agreeing that you have reviewed the following consumer consent disclosure information and consent to transacting business electronically, to receive notices and disclosures electronically, and to utilize electronic signatures instead of using paper documents. This electronic signature service ("Authentisign") is provided on behalf of our client ("Sender") who is listed with their contact information at the bottom of the Authentisign Signing Participant email ("Invitation") you received. The **Sender** will be sending electronic documents, notices, disclosures to you or requesting electronic signatures from you.

You are not required to receive disclosures, notices or sign documents electronically. If you prefer not to do so, you can make a request to receive paper copies and withdraw your consent to conduct business electronically at any time as described below.

### Scope of Consent

You agree to receive electronic notices, disclosures, and electronic signature documents with all related and identified documents and disclosures provided over the course of your relationship with the **Sender**. You may at any point withdraw your consent by following the procedures described below.

### Hardware and Software Requirements

To receive the above information electronically, you will need all of the following:

- a computer or tablet device with internet access
- a working individual email address
- a supported operating system and browser from list table below

Operating System	Apple Safari	Mozilla® Firefox	Edge	Chrome
Windows 7/8/10	N/A	60 or higher	84 or higher	80 or higher
Mac OS X 10.9 or higher	13.1 or higher	60 or higher	N/A	80 or higher
Android 7.0 or higher	N/A	N/A	N/A	80 or higher
Apple - IOS 10.0 or higher	13.5 or higher	N/A	N/A	80 or higher

*JavaScript and Cookies must be enabled in the browser.*

Certificate ID: [REDACTED]

### Requesting Paper Copies

You have the ability to download and print or download any disclosures, notices or signed documents made available to you through **Authentisign** using the document print options located within the service. **Authentisign** can also email you a copy of all documents you sign electronically. You are not required to receive disclosures, notices or sign documents electronically and may request paper copies of documents or disclosures if you prefer. If you do not wish to work with electronic documents and instead wish to receive paper copies you can contact the **Sender** through the **Authentisign** document signing interface or request paper copies by following the procedures described below. There could be fees associated to printing and delivering the paper documents.

### Withdrawal of Consent to Conduct Business Electronically

Consent to receive electronic documents, notices or disclosures can be withdrawn at any time. In order to withdraw consent you must notify the **Sender**. You may withdraw consent to receive electronic notices and disclosures and optionally electronically signatures by following the procedures described below.

### Requesting paper documents, withdrawing consent, and/or updating contact information

To request paper copies of documents, withdraw consent to conduct business electronically and receive documents, notices, or disclosures electronically or sign documents electronically please contact the **Sender** by sending an email to **Sender's** email address located at the bottom of the **Invitation** requesting your desired action. Use one of the following email subject lines and insert the associated text into the body of the email:

- Email Subject line: "Request for Paper Documents"  
Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email.  
*Note: There could be per page and delivery fees required by the **Sender** to send the paper documents.*
- Email Subject line: "Withdraw Consent to Conduct Business Electronically"  
Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email.
- Email Subject line: "Update Contact Information"  
Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email, along with the requested change(s) to your contact information