

**AGREEMENT FOR JURISDICTION ON PRIVATE ROADS
BETWEEN
AMELIA NATIONAL PROPERTY OWNERS ASSOCIATION, INC.,
NASSAU COUNTY, FLORIDA, AND
THE NASSAU COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT FOR JURISDICTION ON PRIVATE ROADS (herein "Agreement") is entered into by and between the **AMELIA NATIONAL PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "Amelia National" or "Association"), **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "County"), and the **NASSAU COUNTY SHERIFF'S OFFICE**, (hereinafter referred to as "Sheriff").

W I T N E S S E T H:

WHEREAS, the Association controls all the private roadways (hereinafter referred to collectively as the "**Amelia National Roadways**") more particularly described in Exhibit "A" attached hereto and by reference incorporated herein; and

WHEREAS, pursuant to state statute, the County does not have traffic control jurisdiction over private roads such as those controlled by the Association; and

WHEREAS, Section 316.006(3)(b), Florida Statutes provides that a county may exercise jurisdiction over any private roads if the county and the party owning such roads provide for county traffic control jurisdiction by a written agreement approved by the governing board of the county; and

WHEREAS, Section 316.006(3)(b), Florida Statutes further provides that, prior to entering into an agreement for traffic control jurisdiction over private roads, the governing board shall consult with the Sheriff; and

WHEREAS, the Association wants the County and Sheriff to exercise traffic control jurisdiction over the Amelia National Roadways; and

WHEREAS, pursuant to consultations between the parties, the County and the Sheriff are willing to exercise traffic control jurisdiction upon the Amelia National Roadways; and

WHEREAS, pursuant to Section 30.2905, Florida Statutes, the Sheriff operates a secondary employment program; and

WHEREAS, Section 316.006(3) (2) provides *inter alia* that no such agreement shall take effect prior to "October 1st of the current year" unless such provision is waived in writing by the Sheriff of the county; and

WHEREAS, the Sheriff has waived the above provision as evidenced by Exhibit "B" attached to this Agreement and incorporated by reference into this Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions herein, the County and the Association hereby agree as follows:

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**

The County agrees to exercise jurisdiction over traffic control upon the Amelia National Roadways, pursuant to the terms and conditions expressed in Section 316.006(3)(b), Florida Statutes, including without limitation enforcement of multi-party stop signs, pursuant to Sections 316.006(3)(b)4 and 316.123, Florida Statutes, and also subject to the following and conditions:

i. The Association shall obtain traffic enforcement exclusively by employing deputies through the Sheriff's Secondary Employment Program. The employment of deputies through the Sheriff's Secondary Employment Program is expressly subject to all policies and agency directives then established by the Sheriff, and expressly subject to the availability of deputies participating in the Sheriff's Secondary Employment Program. The compensation of deputies so employed shall be negotiated separately through the Secondary Employment Program.

ii. Notwithstanding the foregoing, and in addition to any traffic enforcement the Association schedules through the Sheriff's Secondary Employment Program, if a deputy responding to any non-traffic enforcement issue witnesses a traffic violation on Amelia National Roadways, he or she may take appropriate enforcement action having jurisdiction, pursuant to this Agreement.

iii. If a resident of the Amelia National Property Owners Association wishes to make a traffic complaint, or to request a traffic enforcement detail, he or she shall contact the Association for further action. If a resident contacts the Sheriff directly with such a complaint or request, he or she shall be directed to the Association.

3. **Signage**

The Association shall establish the speed limit for the Amelia National Roadways and shall be responsible for posting the speed limit by appropriate Department of Transportation approved signage along said roads.

At its option, the Association may install multi-party stop signs if it determines that such signage will enhance traffic safety. Such signs, if any, must conform to the manual and specifications of the Department of Transportation.

The Association shall provide a signed and sealed Engineer Certification in a form acceptable to the Sheriff and Nassau County that the signage, marking and speed limit establishment conform to the Manual on Uniform Traffic Control Devices, and the requirements of the Florida Department of Transportation (FDOT) and Chapter 316, Florida Statutes.

4. **Authority in Addition to Existing Authority**

Pursuant to this Agreement, the County's exercise of traffic control jurisdiction shall be in addition to the authority presently exercised by the County and/or Sheriff over the Amelia National Roadways, and nothing herein shall be construed to limit or remove such authority. The County agrees to continue to provide such police and fire services as are otherwise required by law.

5. **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 Amelia National Roadways shall be apportioned in the manner set forth in the applicable *Florida 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 County or the Sheriff than that which the County and the Sheriff would ordinarily be subject to when providing its normal police services. Nothing contained herein shall constitute a waiver by either Sheriff or County, or their agents,

employees, or designees respectively of their sovereign immunity or a waiver of the limitations on liability, claims, or judgments as set forth in Section 768.28, Florida Statutes.

7. **Indemnification**

To the fullest extent permitted by law, the Association shall indemnify, defend and hold the County and the Sheriff harmless from any loss, cost, damage or expense, including court costs and attorney fees, arising out of or resulting from this Agreement, the maintenance, repair or reconstruction of any roads, road drainage, signage, or the negligence or misconduct of the Association.

To ensure its ability to fulfill its obligation under this paragraph, the Association 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. Such insurance shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.

8. **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 Amelia National Roadways. The maintenance, repair, construction, and/or reconstruction of all roads, drainage, and signage within the Amelia National Property Owner Association shall at all times be solely and exclusively the responsibility of the Association.

9. **Term**

The term of this Agreement shall be for one (1) year, commencing on the date of the execution by the last of the parties signing hereto. This Agreement shall thereafter automatically continue for successive one (1) year terms unless terminated by any party by giving thirty (30) days written notice to the other parties. Nothing contained in this paragraph shall limit the right of any party to terminate this Agreement, at any time and for any reason, as outlined further in Paragraph 10 herein. The provisions of Paragraph 7 shall survive the termination of this Agreement.

10. **Termination**

Should the Sheriff change, modify or abolish the Secondary Enforcement Program causing this Agreement to be impossible to perform, or should the Sheriff determine in the Sheriff's sole discretion that this Agreement should be terminated, the Sheriff shall notify

the County and Association of same and this Agreement shall be terminated upon thirty (30) days written notice of termination under this paragraph. Similarly, the County and Association may terminate this Agreement, for any reason, without any cause or breach, upon thirty (30) days written notice to the other parties.

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 Nassau County 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 the Association: **Amelia National Property Owners Association
c/o ICI Homes
Attn: Michael Veazey
14785 Old St. Augustine Road, Suite 3
Jacksonville, Florida 32258**

As to the Sheriff: **Bill Leeper, Sheriff
Nassau County Sheriff's Office
77151 Citizens Circle
Yulee, Florida 32097**

As to the County: **Mike Mullin, Esquire
Nassau County Attorney
96135 Nassau Place, Suite 6
Yulee, Florida 32097**

13. Savings Clause

The parties agree that to the extent any of the written terms of this Agreement, including the indemnification provisions set forth in Paragraph 7, conflict with any provisions of Florida law or statutes, the written terms of this Agreement shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this Agreement shall be enforceable, in accordance with and to the greatest extent permitted by Florida law.

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

NASSAU COUNTY SHERIFF'S OFFICE

Bill Leeper
Bill Leeper
Sheriff

Dated: 7-2-19

*For the use and reliance of Bill Leeper,
Nassau County, Florida, only approval
as to form and legal sufficiency:*

Bobby Lippelman
Bobby Lippelman
General Counsel

AMELIA NATIONAL PROPERTY OWNERS ASSOCIATION, INC.

By: Michael Veazey
Michael Veazey

Dated: 6/18/19

Its: President

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

Dated: August 26, 2019

By: Justin Taylor
Justin Taylor, Chairman

Attest: John A. Crawford
John A. Crawford
Ex-Officio Clerk

Approved as to Form:

Michael S. Mullin
Michael S. Mullin, Esquire
Nassau County Attorney

EXHIBIT "A"

AMELIA NATIONAL UNIT ONE-A LEGAL DESCRIPTION

Being the platted road rights-of-way of Amelia National Parkway, Bermuda Drive, Clubhouse Road, Sunflower Court, Royal Palm Court, Lantana Court, Starling Court and Buckeye Court as shown on the Plat of Amelia National, Unit One A as recorded in Plat Book 7, page 48, of the public records of Nassau County, Florida.

AMELIA NATIONAL UNIT ONE-B LEGAL DESCRIPTION

Being the platted road rights-of-way of Sugarberry Court, Poplar Way, Sweetberry Way, Kestrel Court, Wild Cherry Drive, Willow Pear Drive and Fescue Drive as shown on the Plat of Amelia National, Unit One B as recorded in Plat Book 7, page 191, of the public records of Nassau County, Florida.

EXHIBIT "B"

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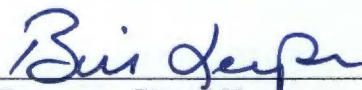
WAIVER

I, **Bill Leeper, Sheriff of Nassau County, Florida**, a Constitutional Officer of the State of Florida, do hereby, in accordance with *Section 316.006, Florida Statutes*, hereby waive the right to preclude this Agreement from taking effect prior to October 1, the beginning of the County's Fiscal Year.

As Sheriff, I hereby consent to the Agreement for Traffic Control on Private Roads attached hereto, having full force and effect upon execution by the parties.

Dated this 2 day of July, 2019.

NASSAU COUNTY SHERIFF'S OFFICE



Bill Leeper, Sheriff