

**AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADS  
BETWEEN TUPELO PLANTATION OWNERS' ASSOCIATION, INC.,  
NASSAU COUNTY, FLORIDA, AND  
THE NASSAU COUNTY SHERIFF'S OFFICE**

**THIS AGREEMENT** is entered into by and between the **TUPELO PLANTATION OWNERS' ASSOCIATION, INC**, a Florida not-for-profit corporation (hereinafter referred to as "Tupelo Plantation" 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").

**WITNESSETH:**

**WHEREAS**, the Association controls all the private roadways (hereinafter referred to collectively as the "**Tupelo Plantation**") within a gated condominium community 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 to exercise traffic control jurisdiction over the Tupelo Plantation Roadways, and;

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

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

**WHEREAS**, Section 316.006(3)(2), Florida Statutes provides *inter alia* that no such agreement shall take effect prior to October 1 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 hereto and by referenced incorporated herein.

**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 Tupelo Plantation 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 Tupelo Plantation Roadways, he or she may take appropriate enforcement action having jurisdiction, pursuant to this Agreement.

**iii.** If a resident of the Tupelo Plantation 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 Tupelo Plantation 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 Tupelo Plantation 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 Tupelo Plantation 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 Tupelo Plantation Roadways. The maintenance, repair, construction, and/or reconstruction of all roads, drainage, and signage within the Tupelo Plantation Owners' 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:**                    **Tupelo Plantation Owners' Association, Inc.  
c/o Interlaced Property Solutions, LLC  
Attn: Scott Duckro  
5991 Chester Avenue, Suite 203  
Jacksonville, Florida 32217**

**As to the County:**                    **Michael S. Mullin, Esq.  
Nassau County Attorney  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097**

**As to the Sheriff**                    **Bill Leeper  
Sheriff, Nassau County, Florida  
77151 Citizens Circle  
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.

TUPELO PLANTATION OWNERS' ASSOCIATION, INC.

By: [Signature] Dated: 8/1/19  
Marci McCosh  
Its: President

NASSAU COUNTY SHERIFF'S OFFICE

[Signature] Dated: 8-1-19  
Bill Leeper  
Sheriff, Nassau County, Florida

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

[Signature]  
Bobby Lippelman  
General Counsel  
Nassau County Sheriff's Office

BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY, FLORIDA

By: [Signature] Dated: 1-27-20  
~~Justin Taylor, Chairman~~  
DANIEL B. LEEPER

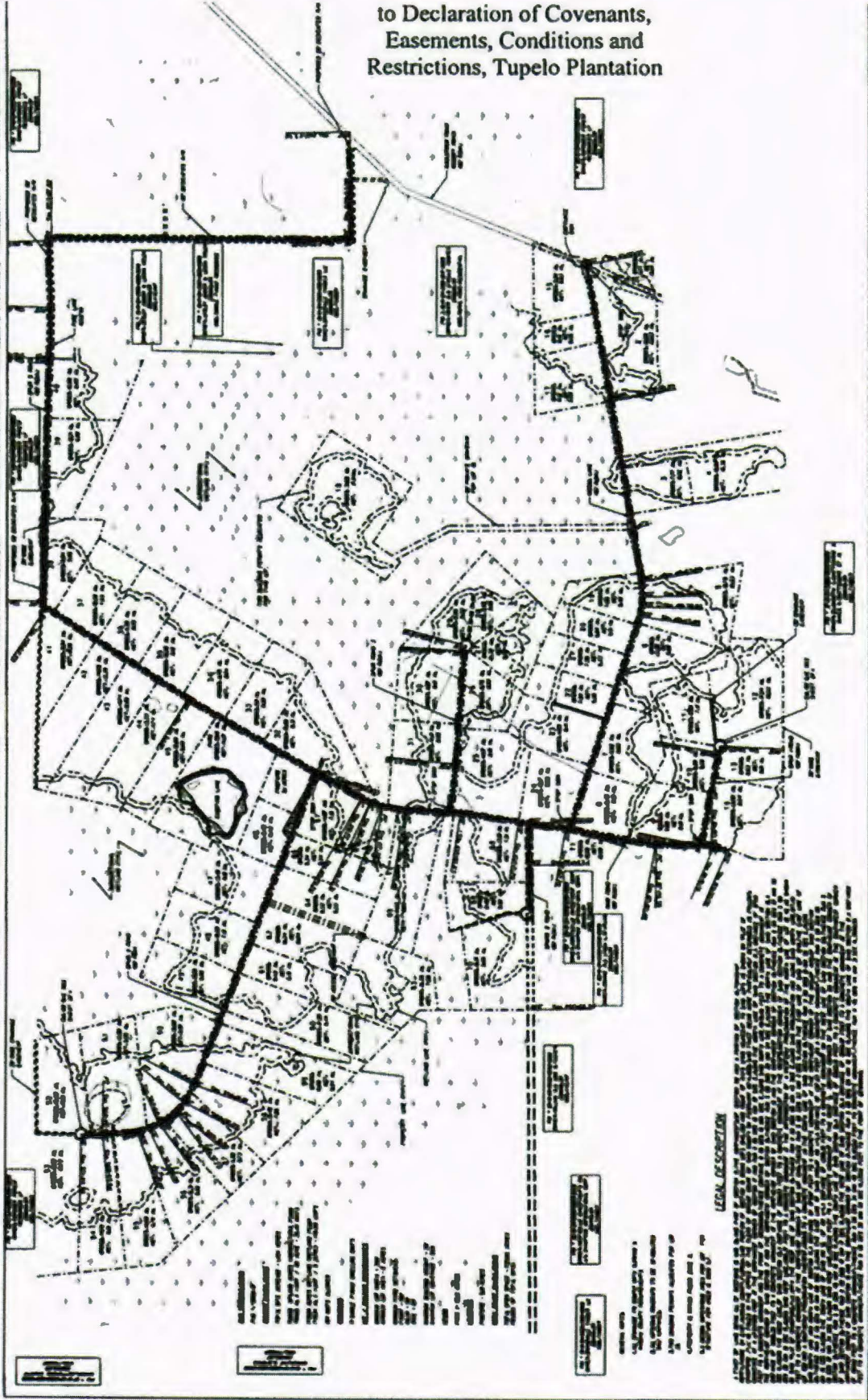
Attest: [Signature]  
John A. Crawford  
Ex-Officio Clerk

APPROVED AS TO FORM:  
[Signature]  
Michael S. Mullin  
Nassau County Attorney

MES  
01-28-20



to Declaration of Covenants, Easements, Conditions and Restrictions, Tupelo Plantation



<p>LEGAL DESCRIPTION</p> <p>...</p>	<p>Tupelo Plantation Management, LLC</p>	<p>Tupelo Plantation</p>	<p>Lot Layout Plan</p>	<p>U.P. 1</p>
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Ex. "A"

**EXHIBIT "B"**

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

**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   7   day of August, 2019.

**NASSAU COUNTY SHERIFF'S OFFICE**

  
\_\_\_\_\_  
Bill Leeper, Sheriff