C5-20-240

96135 Nassau Place, Suite 6 Yulee, FL 32097

Contract CM2717,

Renewal of Agreement for Traffic Control on Private Roads

This letter confirms the renewal of the Contract on the terms set out below.

General information

No.	Topic	Details
1	Department	Name: Nassau County Sheriff's Office
2	Vendor	Name: Blackrock Hammock Homeowners Association, Inc.
3	Contract	Contract title: Agreement for Traffic Control on Private Roads
		Contract tracking number: CM2717-AR2
		Amount: N/A
		Funding Source: N/A

Contract Rose cal

On behalf of the Nassau County Board of County Commissioners, the Department gives notice that it wishes to exercise the option to automatically renew the term of the Contract for one (1) year, beginning 7/22/21 and ending 7/21/22, in accordance with the provisions of the Agreement.						
Yours sincerely						
Bobby lippelman	6/25/2021					
Nassau County Sheriff's Office	Date					
Approved by:	6/25/2021					
Procurement	Date					
Mesan Dielel	6/30/2021					
Office of Management & Budget	Date					
Michael S. Mullin	6/30/2021					
County Attorney	Date					
COUNTY MANAGER - FINAL SIGNATURE APPROVAL						
Taco E. Pope, AICP Taco E. Pope, AICP, County Manager	6/30/2021					
Taco E. Pope, AICP, County Manager	Date					

AGREEMENT FOR JURISDICTION ON PRIVATE ROADS BETWEEN BLACKROCK HAMMOCK HOMEOWNERS 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 BLACKROCK HAMMOCK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as "Blackrock Hammock" 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 "Blackrock Hammock Roadways") more particularly described in Exhibit "A" attached hereto containing plats and descriptions, 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 Blackrock Hammock Roadways; and

WHEREAS, pursuant to consultations between the parties, the County and the Sheriff are willing to exercise traffic control jurisdiction upon the Blackrock Hammock 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. <u>Jurisdiction</u>

The County agrees to exercise jurisdiction over traffic control upon the Blackrock Hammock 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 Sheriffs 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 Blackrock Hammock Roadways, he or she may take appropriate enforcement action having jurisdiction, pursuant to this Agreement.

iii. If a resident of the Blackrock Hammock Homeowners 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 Blackrock Hammock 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 Blackrock Hammock 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 Blackrock Hammock 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 Blackrock Hammock Roadways. The maintenance, repair, construction, and/or reconstruction of all roads, drainage, and signage within the Blackrock Hammock Homeowners 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: Blackrock Hammock Homeowners Association

c/o Sabrina Ellis-Friday, President 96146 Blackrock Hammock Drive

Yulce, Florida 32097

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 Sheriff	Dated: <u>6-3-19</u>
For the use and reliance of Bill Leeper, Nassau County, Florida, only approval as to form and legal sufficiency.	
Bobby Lippelman General Counsel	
BLACKROCK HAMMOCK HOMEOWNERS	ASSOCIATION, INC. Dated: 5 19 9
Its: President BOARD OF COUNTY COMMISSIONERS NAS	SSAU COUNTY, FLORIDA
By: Justin Taylor, Chairman	Dated: 7/22/19
Attest: John A. Crawford Its: Ex-Officio Clerk Approved as to/Form:	
Michael S. Mullin, Esquire	
Nassau County Attorney	

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Exhibit "A"

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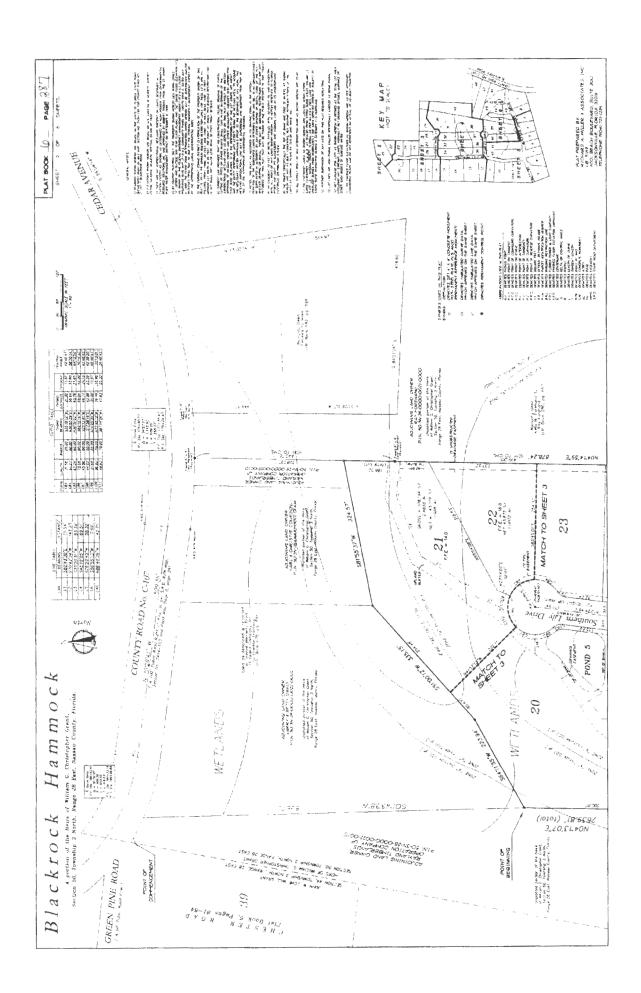
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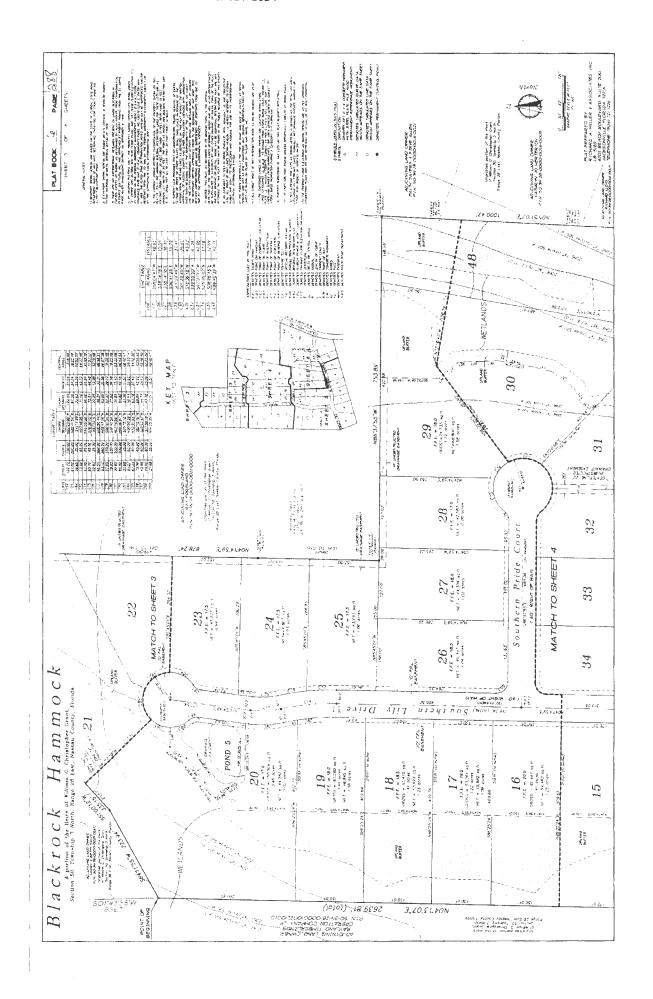
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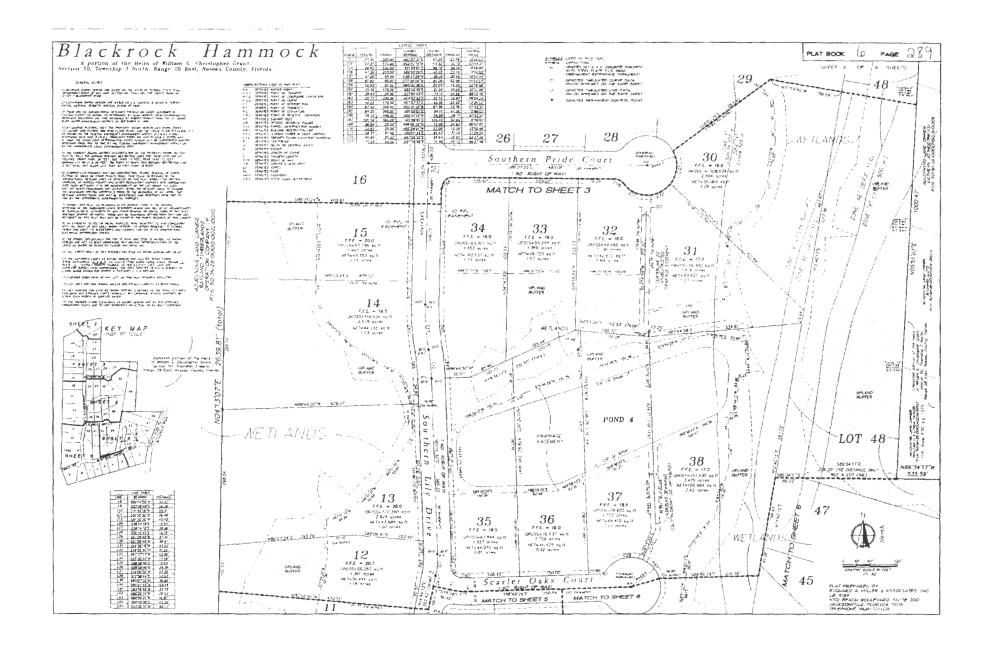
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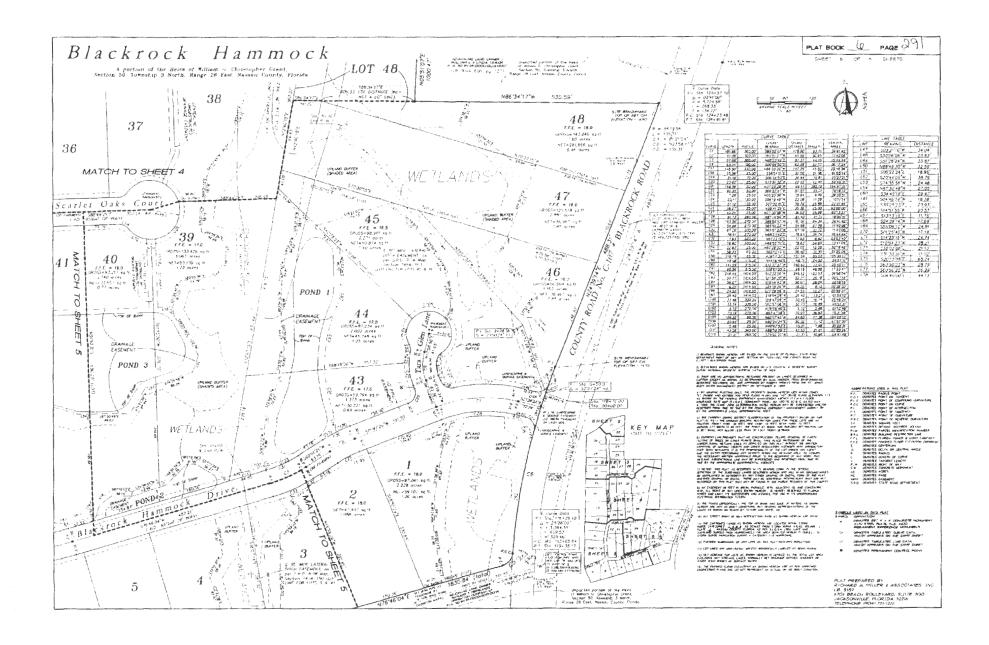


EXHIBIT "B"

AGREEMENT FOR JURISDICTION ON PRIVATE ROADS BETWEEN BLACKROCK HAMMOCK HOMEOWNERS 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 3 day of June, 2019.

NASSAU COUNTY SHERIFF'S OFFICE

Bill Leeper, Sheriff

DocuSign

Certificate Of Completion

Envelope Id: 60DC8E3A931840F896641F8FC217B8D4

Subject: Please DocuSign: CM2717-AR2 Blackrock Hammock Homeowners Association, Inc. 7.22.21-7.21.22.pdf,...

Source Envelope:

Document Pages: 14

Signatures: 5 Initials: 0

Certificate Pages: 6 AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator: Amber Carter

Status: Completed

acarter@nassaucountyfl.com IP Address: 50.238.237.26

Record Tracking

Status: Original

6/22/2021 3:13:39 PM

Holder: Amber Carter

acarter@nassaucountyfl.com

Location: DocuSign

Signer Events

Bobby Lippelman

blippelman@nassauso.com

Security Level: Email, Account Authentication

(None)

Signature

Bobby lippelman

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Signature Adoption: Pre-selected Style Using IP Address: 174.211.230.174

Timestamp

Sent: 6/22/2021 3:17:07 PM Viewed: 6/25/2021 10:15:56 AM Signed: 6/25/2021 10:16:12 AM

Electronic Record and Signature Disclosure:

Accepted: 6/25/2021 10:15:56 AM ID: 8d6c1323-e476-46ef-bf3d-544939d80205

Brian Simmons

bsimmons@nassaucountyfl.com

Procurement Manager Nassau County BOCC

Security Level: Email, Account Authentication

(None)

Ø-

Signature Adoption: Uploaded Signature Image

Using IP Address: 50.238.237.26

Sent: 6/25/2021 10:16:14 AM Viewed: 6/25/2021 10:25:01 AM Signed: 6/25/2021 10:25:06 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Megan Diehl

mdiehl@nassaucountyfl.com

OMB Director

Nassau County BOCC

Security Level: Email, Account Authentication

(None)

Megan Dielel

Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26

Sent: 6/25/2021 10:25:08 AM

Viewed: 6/30/2021 1:57:34 PM Signed: 6/30/2021 1:57:45 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michael S. Mullin

mmullin@nassaucountyfl.com

County Attorney

Nassau County BOCC

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michael S. Mullin

Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26

Sent: 6/30/2021 1:57:48 PM Viewed: 6/30/2021 4:42:54 PM Signed: 6/30/2021 4:43:08 PM

Signer Events Signature **Timestamp** Taco E. Pope, AICP Sent: 6/30/2021 4:43:11 PM Taco E. Pope, AICP tpope@nassaucountyfl.com Viewed: 6/30/2021 6:43:15 PM County Manager Signed: 6/30/2021 6:43:28 PM Nassau County BOCC Signature Adoption: Pre-selected Style Security Level: Email, Account Authentication Using IP Address: 174.211.230.249 (None) Signed using mobile Electronic Record and Signature Disclosure: Not Offered via DocuSign In Person Signer Events Signature **Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events Status Timestamp Intermediary Delivery Events Status Timestamp Certified Delivery Events Status Timestamp Carbon Copy Events Status Timestamp** Bobby Lippelman Sent: 6/30/2021 6:43:31 PM **COPIED** blippelman@nassauso.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/25/2021 10:16:47 AM ID: 1c5223ef-7964-4b87-aa2f-8e4dc6cfac83 Sent: 6/30/2021 6:43:32 PM Amber Carter **COPIED** acarter@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign Sent: 6/30/2021 6:43:34 PM Brenda Linville **COPIED** blinville@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign

Peggy Snyder
psnyder@nassauclerk.com
Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure: Not Offered via DocuSign

(None)

Heather Nazworth

hnazworth@nassauclerk.com Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign COPIED Sent: 6/30/2021 6:43:35 PM

COPIED Sent: 6/30/2021 6:43:36 PM

Carbon Copy Events Melissa Lucey mlucey@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Tina Barnett tbarnett@nassauclerk.com Status Timestamp Sent: 6/30/2021 6:43:38 PM COPIED Sent: 6/30/2021 6:43:39 PM

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jennifer Marlatt
jmarlatt@nassauclerk.com
Security Level: Email, Account Authentication

Witness Events **Timestamp Signature Timestamp Notary Events** Signature **Envelope Summary Events Status Timestamps** Hashed/Encrypted 6/22/2021 3:17:07 PM Envelope Sent Certified Delivered Security Checked 6/30/2021 6:43:15 PM Security Checked 6/30/2021 6:43:28 PM Signing Complete Completed Security Checked 6/30/2021 6:43:41 PM

Payment Events Status Timestamps
Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access: and
- Until or unless you notify County of Nassau as described above, you consent to receive
 exclusively through electronic means all notices, disclosures, authorizations,
 acknowledgements, and other documents that are required to be provided or made
 available to you by County of Nassau during the course of your relationship with County
 of Nassau.