

**AGREEMENT FOR JURISDICTION ON PRIVATE ROADS
BETWEEN HARBOR CONCOURSE HOMEOWNERS ASSOCIATION, INC.
NASSAU COUNTY, FLORIDA, AND
THE NASSAU COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT FOR JURISDICTION ON PRIVATE ROADS ("Agreement") is entered into by and between the **HARBOR CONCOURSE HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "Harbor Concourse" 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 within the subdivision of Harbor Concourse, as more particularly described in Exhibit "A" which is incorporated by reference (collectively as "**Harbor Concourse**" or "**Harbor Concourse Roadways**"); 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 Harbor Concourse Roadways, and;

WHEREAS, pursuant to consultations between the parties, the County and the Sheriff are willing to exercise traffic control jurisdiction upon the Harbor Concourse 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 Harbor Concourse 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 Harbor Concourse Roadways, he or she may take appropriate enforcement action having jurisdiction, pursuant to this Agreement.

iii. If a resident of the Harbor Concourse 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 Harbor Concourse 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 Harbor Concourse 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 Harbor Concourse 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 Harbor Concourse Roadways. The maintenance, repair, construction, and/or reconstruction of all roads, drainage, and signage within the Harbor Concourse Homeowners Association, Inc. 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 8 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:

**Harbor Concourse Homeowners Association,
Inc., c/o Kathy Reed, Vice President
97378 Harbor Concourse Circle
Fernandina Beach, FL 32034**

As to the County:

**Michael S. Mullin, Esq.
Nassau County Attorney
96135 Nassau Place, Suite 6
Yulee, FL 32097**

As to the Sheriff

**Bill Leeper
Sheriff, Nassau County, Florida
77151 Citizens Circle
Yulee, FL 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.

**BOARD OF COUNTY COMMISSIONERS,
NASSAU COUNTY, FLORIDA**

By: _____
Daniel B. Leeper, Chairman

Dated: _____

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

APPROVED AS TO FORM:

Michael S. Mullin

Nassau County Attorney

**HARBOR CONCOURSE HOMEOWNERS
ASSOCIATION, INC.**

By: 
Ed Rohan
Its: President

Dated: 5-19-2020

NASSAU COUNTY SHERIFF'S OFFICE


Bill Leeper
Sheriff, Nassau County, Florida

Dated: 4-29-2020

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


Bobby Lippelman
General Counsel
Nassau County Sheriff's Office

EXHIBIT "A"

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, NASSAU CONCOURSE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IS THE LAWFUL OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREON WHICH SHALL HEREAFTER BE KNOWN AS "HARBOR CONCOURSE", AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

IN WITNESS WHEREOF, DEVELOPER HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

ALL ALLEYS, EASEMENTS, RIGHTS-OF-WAY, AND PUBLIC AREAS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR THE USES AND PURPOSES THEREON STATED AND REMAINS A MAINTENANCE OBLIGATION OF THE OWNER OR A RESPONSIBLE PROPERTY OWNERS' ASSOCIATION. NOTHING HEREIN SHALL BE CONSTRUED AS CREATING AN OBLIGATION UPON NASSAU COUNTY TO PERFORM ANY ACT OF CONSTRUCTION OR MAINTENANCE WITHIN SUCH DEDICATED AREAS.

THE ROAD RIGHT-OF-WAY, DESIGNATED IN THE PLAT AS "COUNTY DEDICATED ROAD" IS HEREBY DEDICATED TO NASSAU COUNTY.

TRACTS "A", "C", "D", "F" & "I" (RECREATION & OPEN SPACE TRACTS) ARE HEREBY DEDICATED TO AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF "HARBOR CONCOURSE HOMEOWNERS ASSOCIATION, INC".

TRACTS "B", "E" & "H" (WETLANDS & VEGETATIVE NATURAL BUFFER TRACTS) ARE HEREBY DEDICATED TO AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF "HARBOR CONCOURSE HOMEOWNERS ASSOCIATION, INC" AND ARE SUBJECT TO A CONSERVATION EASEMENT IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PURSUANT TO SECTION 704.06, FLORIDA STATUTES.

TRACT "G" (RETENTION POND TRACT) IS HEREBY DEDICATED TO AND SHALL BE A PERPETUAL MAINTENANCE OBLIGATION OF "HARBOR CONCOURSE HOMEOWNERS ASSOCIATION, INC".

TRACT "J" (DRAINAGE TRACT) IS HEREBY DEDICATED TO AND SHALL BE A PERPETUAL MAINTENANCE OBLIGATION OF "HARBOR CONCOURSE HOMEOWNERS ASSOCIATION, INC".

TRACT "K" (LIFT STATION TRACT) IS HEREBY DEDICATED TO AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF JEA AND ITS SUCCESSORS AND ASSIGNS.

TITLE TO THE "LIFT STATION LANDSCAPE BUFFER" IS HEREBY RETAINED BY THE UNDERSIGNED OWNER, ITS SUCCESSORS AND ASSIGNS; PROVIDED HOWEVER, THE UNDERSIGNED OWNER RESERVES THE RIGHT TO CONVEY TITLE TO SAID LANDSCAPE BUFFER TO AN ENTITY, INCLUDING WITHOUT LIMITATION, A PROPERTY OWNERS' ASSOCIATION, OR OTHER THIRD PARTY THAT ASSUMES ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THIS PLAT. SUCH TRACT SHALL BE HELD AND USED BY OWNER, ITS SUCCESSORS AND ASSIGNS, AS A LANDSCAPE BUFFER FOR THE ADJACENT LIFT STATION.

OWNER HEREBY DEDICATES TO JEA, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE EASEMENT ON, UPON, OVER, AND UNDER THE LIFT STATION LANDSCAPE BUFFER, FOR ELECTRICAL, WATER REUSE, WATER, SEWER, AND OTHER PUBLIC UTILITIES AND INGRESS AND EGRESS IN CONNECTION WITH JEA'S USE OF THE LIFT STATION TRACT.

OWNER, ITS SUCCESSORS AND ASSIGNS, SHALL FOREVER RELEASE, DISCHARGE, INDEMNIFY JEA AND SAVE IT HARMLESS FROM SUITS, ACTIONS, DAMAGES, LIABILITY AND EXPENSES THAT MAY BE INCURRED IN CONNECTION WITH PROPERTY DAMAGE OR PERSONAL INJURY, OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE LIFT STATION LANDSCAPE BUFFER, OR ANY PART THEREOF, EXCEPT TO THE EXTENT ARISING FROM OR INCIDENTAL TO JEA'S USE OF THE LIFT STATION TRACT OR JEA'S EASEMENT UPON THE LIFT STATION LANDSCAPE BUFFER. OWNER'S SUCCESSORS AND ASSIGNS SHALL BE SUBJECT TO THIS RELEASE AND INDEMNIFICATION AND THE COVENANTS HEREIN SHALL RUN WITH THE LAND DESCRIBED AND CAPTIONED HEREON. JEA SHALL RESTORE AND/OR REPLACE ANY LANDSCAPING, GROUND COVER, AND/OR IRRIGATION FACILITIES DISTURBED BY JEA IN THE EXERCISE OF ITS EASEMENT RIGHTS UPON THE LIFT STATION LANDSCAPE BUFFER WITH LIKE-KIND MATERIALS; PROVIDED HOWEVER, THAT TO THE EXTENT REPLACEMENT OF ITEMS SUCH AS LARGE OR MATURE TREES IS NOT REASONABLY FEASIBLE, JEA SHALL REPLACE SAME WITH THE CLOSEST REASONABLE REPLACEMENT THEREFORE.

JEA AND ITS SUCCESSORS AND ASSIGNS ARE HEREBY IRREVOCABLY DEDICATED A 7.5 FOOT WIDE UTILITY EASEMENT ALONG THE FRONT OF EACH LOT WITHIN ALL CUL-DE-SACS EXCEPT WHEN THE AREA ADJACENT TO CUL-DE-SAC IS A PART OF A VEGETATIVE NATURAL BUFFER.

THOSE EASEMENTS DESIGNATED AS "JEA ACCESS & UTILITY EASEMENT" ARE HEREBY IRREVOCABLY DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE ACCESS, INSTALLATION, MAINTENANCE, AND USE OF WATER REUSE, WATER, SEWER AND/OR OTHER PUBLIC UTILITIES.

THE OWNER, HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATES TO JEA, ITS SUCCESSORS AND ASSIGNS, EASEMENTS OVER, UPON, AND UNDER ALL ROAD RIGHTS OF WAY DESIGNATED HEREON, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF JEA UTILITIES, TOGETHER WITH THE RIGHT OF JEA, ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS TO AND OVER SAID ROAD RIGHTS OF WAY DESIGNATED HEREON.

THE 20'X20' ACCESS EASEMENTS SHOWN ON LOTS 87 & 135 SHALL AUTOMATICALLY TERMINATE UPON THE SOUTHERLY EXTENSION OF HARBOR CONCOURSE CIRCLE.

EXHIBIT "B"

AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADS

HARBOR CONCOURSE HOMEOWNERS ASSOCIATION, INC.

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 29th day of April, 2020.

NASSAU COUNTY SHERIFF'S OFFICE



Bill Leeper
Sheriff, Nassau County, Florida