

AGREEMENT REGARDING TRAFFIC CONTROL JURISDICTION

(Emerald Preserve - Sumerlin)

THIS AGREEMENT REGARDING TRAFFIC CONTROL JURISDICTION ("Agreement"), is made and entered into as of the ____ day of _____, 2025, by and between **EMERALD PRESERVE – SUMERLIN HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (the "**Association**"), whose mailing address is 7400 Baymeadows Way, Suite 317, Jacksonville, Florida 32256, and the **CITY OF JACKSONVILLE, FLORIDA**, a consolidated municipal corporation and political subdivision of the State of Florida (the "**City**"), whose mailing address is 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202.

WITNESSETH:

WHEREAS, this Agreement provides for municipal traffic control jurisdiction by the Jacksonville Sheriff’s Office over the private and/or limited access roads located within the boundaries of the Emerald Preserve – Sumerlin community at Bartram Park (the "Emerald Preserve - Sumerlin Community"); and

WHEREAS, this Agreement is entered into with the consent of the Duval County Sheriff (the "Sheriff") and the Association, as authorized by the Jacksonville City Council pursuant to Ordinance 2025-__ - E; and

NOW THEREFORE, for and in consideration of the mutual benefits each to flow to the other, it is hereby agreed that:

1. The provisions of Chapter 316, *Florida Statutes*, the State Uniform Traffic Control statutes, shall apply to all vehicular traffic on the roads within the boundaries of the Emerald Preserve - Sumerlin Community.
2. Jacksonville Sheriff’s Office deputies/officers shall have the same authority to control traffic on roads within the Emerald Preserve - Sumerlin Community as they do on City streets and highways.
3. The Association shall pay the City the actual amount of any costs incurred by the City for services requested and subsequently provided by the City which exceed the ordinary level of traffic control service.
4. The Association shall hold harmless, indemnify and defend the City, its elected officials, officers, employees and agents against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys fees, expert witness fees, and court costs) arising out of injury (whether mental or corporeal) to persons, including death or damage to or destruction of property, arising out of or incidental to the performance by the City under this Agreement, whether caused by the negligent acts or omissions of the City, its elected officials, officers, employees and agents, or otherwise.
5. The exercise of traffic control jurisdiction provided for by this Agreement shall be in addition to jurisdictional authority presently exercised by the City under law, and nothing in

this Agreement shall be construed to limit or remove any such jurisdictional authority.

6. Pursuant to Section 316.006(3)(b)2, *Florida Statutes*, which provides that "No such agreement shall take effect prior to October 1, the beginning of the county fiscal year, unless this requirement is waived in writing by the sheriff", the Sheriff has consented that this Agreement shall become effective immediately upon execution by all parties hereto, which consent is evidenced by the Consent attached hereto as "Exhibit A" and by this reference is made a part hereof.

7. This Agreement may be canceled at any time, with or without cause, by act of the Jacksonville City Council or by either party to this Agreement upon giving thirty (30) days' advance written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above.

ASSOCIATION

EMERALD PRESERVE - SUMERLIN
HOMEOWNER'S ASSOCIATION, INC.,
a Florida not-for-profit corporation

ATTEST:

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Address: 7400 Baymeadows Way
Suite 317
Jacksonville, FL 32256

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2025, by _____, the _____ of EMERALD PRESERVE - SUMERLIN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She (check one) is personally known to me or has produced a valid driver's license as identification.

NOTARY PUBLIC, State of Florida
Name: _____
My Commission Expires:
My Commission Number:

CITY

CITY OF JACKSONVILLE, a consolidated municipal corporation and political subdivision of the State of Florida

ATTEST:

By: _____
Name: Jim McCain
Its: Corporation Secretary

By: _____
Name: Donna Deegan
Its: Mayor

Address: 117 W. Duval Street
Suite 480
Jacksonville, Florida 32202

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by _____ for Donna Deegan, the Mayor, and attested by Jim McCain, the Corporation Secretary, of the City of Jacksonville, a consolidated municipal corporation and political subdivision of the State of Florida, on behalf of the aforesaid municipal corporation. He/She (check one) is personally known to me or has produced a valid driver's license as identification.

NOTARY PUBLIC, State of Florida
Name: _____
My Commission Expires:
My Commission Number:

Approved as to form:

By: _____
Name: _____
Title: _____

EXHIBIT A

CONSENT

EMERALD PRESERVE – SUMERLIN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, (the “Association”), and the **CITY OF JACKSONVILLE, FLORIDA**, a consolidated municipal corporation and political subdivision of the State of Florida (the “City”) have entered into that certain Agreement Regarding Traffic Control Jurisdiction (the “Agreement”), which provides for municipal traffic control jurisdiction by the Jacksonville Sheriff’s Office over the private roads located within the boundaries of the Emerald Preserve – Sumerlin Community.

Pursuant to the provisions of Section 316.006(3)(b)(2), *Florida Statutes*, the Duval County Sheriff hereby consents to the execution and delivery of the Agreement to which this Consent is attached and that such Agreement shall become effective immediately upon execution by all parties thereto.

IN WITNESS WHEREOF, the Sheriff of Duval County, Florida has executed or caused this Consent to be executed this ____ day of _____, 2025.

JACKSONVILLE SHERIFF’S OFFICE

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____