



Sheriff

WENDELL HALL

SANTA ROSA COUNTY SHERIFF'S OFFICE

Department of Administration

P.O. Box 7129

Milton, Florida 32572

Phone (850) 983-1207

Fax (850) 983-1212

February 29, 2016

Board of County Commissioners
6495 Caroline St, Suite M
Milton, FL 32570

Sirs:

Enclosed please find three copies of the Agreement between Santa Rosa County, and Stonebrook Village signed and witnessed by the Homeowners Association. Exhibit B has been signed by Sheriff Hall. Would you please get it before the Board of County Commissioners for signature and Attestation, retain one copy for your files and return two copies to me. I will see that Stonebrook gets their copy.

If you need additional information, please contact me at 850/983-1207.

Sincerely,
Wendell Hall, Sheriff

A handwritten signature in cursive script that reads "Ruby J. Kelley".

Ruby J. Kelley
Department of Administration

Enclosures: Three signed copies of Agreement

**AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA AND STONEBROOK
VILLAGE HOMEOWNERS ASSOCIATION, INC.
FOR TRAFFIC LAW ENFORCEMENT ON PRIVATE ROADS**

This agreement ("Agreement") is entered into by and between Santa Rosa County, Florida, a political subdivision of the State of Florida ("County"), by and through its Board of County Commissioners, and Stonebrook Village Homeowners Association, Inc., a Florida not-for-profit corporation organized pursuant to Chapter 617, Florida Statutes ("Association").

RECITALS

WHEREAS, Association manages, maintains, and operates the private roadways lying within the Association community known as Stonebrook Village, Phases 1-9, Kingsmill Villas, Cobblestone Villas, Southlake at Stonebrook, and Cobble Creek at Stonebrook, per plats recorded in Santa Rosa County, Florida, hereinafter "Private Roads," more specifically described in Exhibit A, attached here to and incorporated herein; and

WHEREAS, County does not have traffic law enforcement jurisdiction over Private Roads; and

WHEREAS, Section 316.006(3)(b), Florida Statutes, provides that a county may exercise jurisdiction over any private road or roads, or over any limited access road or roads owned or controlled by a special district, located in the unincorporated area within its boundaries if the county and party or parties owning or controlling such road or roads provide, by written agreement approved by the governing board of the county; and

WHEREAS, Subsection 316.006(3)(b)(5), Florida Statutes, states that the board of directors of a homeowners' association as defined in Chapter 720 may, by a majority vote, elect to have state traffic laws enforced by local law enforcement agencies on private roads that are controlled by the association; and

WHEREAS, the Board of Directors of the Association has elected, by a majority vote, to enter into an agreement with the County to enforce traffic laws upon the Private Roads of the Association; and

WHEREAS, Subsection 316.006(3)(b)(2), Florida Statutes, requires the governing board of the county to consult with the sheriff prior to entering into an agreement for enforcement of the traffic laws over a private road or roads; and

WHEREAS, Subsection 316.006(3)(b)(2), Florida Statutes, provides 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 of Santa Rosa County, Florida, ("Sheriff") has waived this provision as evidenced by Exhibit "B", attached hereto and incorporated herein; and

WHEREAS, pursuant to consultations between the parties and the Sheriff, the County and Sheriff are willing to exercise traffic law enforcement upon the Private Roads.

NOW THEREFORE, in consideration of the mutual terms, understandings, covenants, conditions, and promises hereinafter set forth, agree as follows:

Article I - Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article II – General Conditions

2.1 On the terms and conditions set forth in this Agreement, County agrees to exercise jurisdiction and provide enforcement of the traffic laws on all of the Association's Private Roads as specifically shown on Exhibit A.

2.2 The County's exercise of traffic law enforcement pursuant to this Agreement shall be in addition to that authority presently exercised by County over the Private Roads and nothing herein shall be construed to limit or remove any such authority. The County agrees to continue to provide such police and fire services as required by law.

2.3 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 Private Roads. The maintenance, repair, and construction or reconstruction of all Private Roads, drainage and signage within the gated community of Stonebrook Village shall at all times be solely and exclusively the responsibility of the Association.

2.4 All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the Private Roads shall be apportioned in the manner set forth in applicable statutes.

2.5 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 or Sheriff would ordinarily be subjected to when providing its normal enforcement services.

2.6 The Association understands and acknowledges that this Agreement does not entitle the Association's Private Roads to additional traffic control and law enforcement above normal patrols of the Sheriff. If the Association desires additional law enforcement above normal patrols, the Association shall be required to pay for the actual costs of the traffic control and enforcement, which costs shall be agreed upon prior to the Sheriff rendering additional law enforcement.

2.7 The Association shall establish the speed limit for the Private Roads which comply with Florida Statutes, and shall be responsible for posting the speed limit using appropriate Department of Transportation approved signage along said roads.

2.8 The County and Sheriff shall exercise traffic law enforcement on the Private Roads upon the date of execution of this Agreement.

Article III – Terms and Conditions

3.1 Term of Agreement and Termination. This Agreement shall become effective upon execution by the last of the parties signing hereto. The initial term of this Agreement shall be one (1) year, and shall thereafter automatically continue for successive one year terms unless terminated by either party by providing thirty (30) days written notice to the other party of its intent to terminate.

3.2 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Santa Rosa County, Florida.

3.3 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

3.4 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

3.5 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

3.6 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

3.7 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

3.8 Association shall at all times comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

3.9 Any employee(s) of Association shall be considered at all times its employee(s) and not an employee(s) or agent(s) of County or Sheriff.

3.10 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

3.11 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to Association:

Stonebrook Village Homeowners Association, Inc.
c/o MyHomeSpot
429 S. Navy Boulevard
Pensacola, FL 32507

cc: Suzanne Blankenship, Esq.
Coastal Association Law Group, P.L.
139 East Government Street
Pensacola, FL 32502

If to County:

County Administrator
6495 Caroline St, Suite M
Milton, FL 32570

cc: Santa Rosa County Sheriff's Office
5755 E. Milton Road
Milton, FL 32583

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article IV – Scope of Agreement

4.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

4.2 This Agreement contains the following Exhibits:

Exhibit A Association's Private Roads

Exhibit B Sheriff's Waiver

{Remainder of this page left intentionally blank.}

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

ASSOCIATION:

STONEBROOK VILLAGE
HOMEOWNERS ASSOCIATION, INC., a
Florida not-for-profit corporation

By: Jim Gray
Jim GRAY, its President

This 17 day of FEBRUARY, 2016

COUNTY:

SANTA ROSA COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By: _____
Lane Lynchard, Chairman

This _____ day of _____, 2016

ATTEST:

_____, Clerk of the
Board of County Commissioners
of Santa Rosa County, Florida

Approved as to form and legality:

County Attorney

EXHIBIT A

ASSOCIATION'S PRIVATE ROADS

as shown on
PLATS (attached hereto and incorporated herein) –

Stonebrook Village, Phase 1

Stonebrook Village, Phase II

Stonebrook Village, Phase III

Stonebrook Village, Phase 4

Stonebrook Village, Phase 5

Stonebrook Village, Phase 6

Stonebrook Village, Phase 7

Stonebrook Village, Phase 8

Stonebrook Village, Phase 9

Kingsmill Villas

Cobblestone Villas

Southlake at Stonebrook

Cobble Creek at Stonebrook

EXHIBIT B

SHERIFF'S WAIVER

Pursuant to Florida Statute 316.006 and as evidenced by his signature below, Wendell Hall, Sheriff of Santa Rosa County, Florida, hereby waives any requirement that the Agreement between Santa Rosa County, Florida, and Stonebrook Village Homeowners Association, Inc. for Traffic Enforcement on Private Roads not take effect prior to October 1, which is the beginning of the county fiscal year. This becomes effective immediately upon signature by Sheriff.

Dated this 15th day of February 2016.

A handwritten signature in black ink, appearing to read "Wendell Hall", written over a horizontal line.

Wendell Hall, Sheriff
Santa Rosa County Sheriff's Office
5755 E. Milton Road
Milton, FL 32583

AFFIDAVIT FOR NOTICE OF MEETING

Association Name: Stonebrook Village
Meeting Type: Board of Directors – Special Meeting
Date / Time: 02/19/2016 - 12:30 pm
Location: Stonebrook Clubhouse – 3200 Cobblestone Dr. 32571

Notification Methods:

Mailed USPS to each member on: N/A
Hand Delivered to each member on: N/A
Posted on a sign in a conspicuous place in the community on: 02.16.2016
Posted as a public view on the community website on: 02.15.2016
Sent to member's email address of record on: 02.17.2016

The undersigned representative(s) of Association hereby affirm the above described meeting was properly noticed in accordance with Florida Statute 720.303.

Jim Gray 02-17-16
Signature Date
JIM GRAY
Printed Name
PRESIDENT
Title

[Signature] 2-19-16
Signature Date
Anna Dory
Printed Name
Ann
Title

Notification Details

Postal Delivery	none	Published to website	01/25/2016
Broadcast email	01/25/2016	Posting a sign	01/25/2016
Association Name	Stonebrook Village HOA		
Meeting Type	BOD Meeting		
Date / Time	02/20/2016; 12:30pm		
Location	Clubhouse; 3200 Cobblestone Dr, 32571		
Director(s) Present	Jim Gray (P), Don Trombley (T), Fran Gentry (S), Joe Meyers(D), Charles Brewster(D), John Boivin (VP), Ron Colyer (D).		
Director(s) Absent			
Member(s) Present	See Sign In Sheet		

MINUTES NOT VERBATIM (DRAFT UNTIL APPROVED IN MEETING)

CALL TO ORDER Notice of meeting read aloud, quorum determined and meeting called to order at 12:30pm. President shall preside. Motion to open meeting announcing notification process and with unanimous affirmation of Directors that requirements have been met.

MEMBER PRESENTATION Michael Tucker discusses how his vehicle was damaged at entrance gate. Board advises him to contact his insurance company to report damage as no report was made to Sherriff or gate guard at time of incident, witness to event suggest he did not stop prior to entering the gate or receive acknowledgement from attendant to enter. No funds will be paid directly from HOA to Tucker per his request.

DIRECTOR / COMMITTEE REPORTS

President	None
VPresident	None
Treasurer	None
Secretary	None
Committee	None
Property Manager	None

OLD BUSINESS

NEW BUSINESS Motion unanimously approved to obtain necessary approvals to have state traffic laws enforced by local law enforcement agencies on private roads that are controlled by the association and authorize President to sign AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA AND STONEBROOK VILLAGE HOMEOWNERS ASSOCIATION, INC. FOR TRAFFIC LAW ENFORCEMENT ON PRIVATE ROADS as attached. Motion unanimously approved to purchase up to \$350 in signage for Vinewood Dr informing drivers to use main entrance on Cobblestone Dr.

ADJOURN / FORUM 1:08pm;

TABLED ITEMS

MGMT ASSIGNMENTS

RESOLUTION SUMMARY

DATE	02/20/2016	AUTHOR		SECOND	
FAVOR	All Persons Present	OPPOSE	None	ABSTAIN	
MOTION	That the meeting held this has been properly noticed in accordance with the State laws and governing documents and that a Quorum exists to call this meeting to order.				
DATE	02/20/2016	AUTHOR	Brewster	SECOND	Gentry
FAVOR	Gray, Trombley, Gentry, Brewster, Meyers, Colyer, Boivin	OPPOSE	None	ABSTAIN	none
MOTION	To obtain necessary approvals to have state traffic laws enforced by local law enforcement agencies on private roads that are controlled by the association and authorize President to sign AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA AND STONEBROOK VILLAGE HOMEOWNERS ASSOCIATION, INC. FOR TRAFFIC LAW ENFORCEMENT ON PRIVATE ROADS as attached.				
DATE	02/20/2016	AUTHOR	Brewster	SECOND	Gentry
FAVOR	Gray, Trombley, Gentry, Brewster, Meyers, Colyer, Boivin	OPPOSE	None	ABSTAIN	
MOTION	To purchase up to \$350 in signage for Vinewood Dr informing drivers to use main entrance on Cobblestone Dr.				