

**ROAD TRANSFER INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY, FLORIDA
AND CITY OF PINELLAS PARK, FLORIDA**

THIS AGREEMENT made and entered into this ____ day of _____, 2021, by and between: **PINELLAS COUNTY, FLORIDA**, a political subdivision of the State of Florida, (“COUNTY”), by and through its Board of County Commissioners, and the **CITY OF PINELLAS PARK**, a municipal corporation existing under the laws of the State of Florida, (“CITY”), collectively Parties.

WITNESSETH:

WHEREAS, pursuant to Section 334.03(21), Florida Statutes (2020), right-of-way is defined as “land in which the state, the department, a county, or a municipality owns the fee or has an easement devoted to or required for use as a transportation facility;” and

WHEREAS, pursuant to Section 334.03(22), Florida Statutes (2020), “Road” is defined as “a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel and all ferries used in connection therewith;” and

WHEREAS, pursuant to Section 334.03(8), Florida Statutes (2020), the “County Road System” is defined as “all collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas, and all urban minor arterial roads not in the State Highway System;” and

WHEREAS, pursuant to Section 334.03(3), Florida Statutes (2020), the “City Street System” is defined as “all local roads within a municipality, and all collector roads inside that municipality, which are not in the County Road System;” and

WHEREAS, pursuant to Section 335.0415, Florida Statutes (2020), the jurisdiction and responsibility for operation and maintenance of public roads is that which existed on June 10, 1995 and may be transferred by mutual agreement of the COUNTY and the CITY; and

WHEREAS, Section 337.29(3), Florida Statutes (2020), provides that title to roads transferred pursuant to Section 335.0415 shall be in the government entity to which such roads have been transferred upon the recording of a deed or right-of-way map in the public records; and

WHEREAS, unless specifically delineated on the map, the Road Segments have been regularly maintained by the COUNTY and/or the CITY, jointly or severally, for the immediate past 7 years;

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the Parties that responsibility for the operation, maintenance, planning, design and construction of certain County Road Segments be transferred to the CITY and any future improvements thereto will belong to the CITY;

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the Parties that responsibility for the operation, maintenance, planning, design and construction of certain City Road Segments be transferred to the COUNTY and any future improvements thereto will belong to the COUNTY.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Parties hereby agree as follows:

1. The above recitals are true and correct and incorporated herein.

2. The COUNTY's jurisdiction, rights, interest and title, if any, and control of all segments of public Roads, as defined in Section 334.03 (22), Florida Statutes (2020), listed in Exhibit A and depicted in Composite Exhibit B attached hereto, reflected as being transferred from the COUNTY to CITY, (hereinafter "County Road Segments") are transferred and conveyed to the CITY's City Street System, such transfer to include maintenance responsibilities for stormwater facilities as identified in Section 334.03(22).

3. The CITY's jurisdiction, rights, interest and title, if any, and control of all segments of public Roads, as defined in Section 334.03 (22), Florida Statutes (2020), listed in Exhibit A and depicted in Composite Exhibit E attached hereto, reflected as being transferred from the CITY to COUNTY, (hereinafter "City Road Segments") are transferred and conveyed to the COUNTY's County Road System, such transfer to include maintenance responsibilities for stormwater facilities as identified in Section 334.03(22).

4. Within 30 days of the execution of this agreement by both Parties, the COUNTY will file (a) right-of-way maps which are substantially the same as those attached hereto as Composite Exhibit B (b) Assignment of Easements which is substantially the same as that attached hereto as Exhibit C to transfer any recorded easements reflected on Exhibit B as "to be transferred by separate instrument," which is hereby accepted by the CITY (c) the easement set forth in Exhibit D which is hereby accepted by the CITY; (d) the right-of-way maps which are substantially the same as those attached hereto as Composite Exhibit E, and (e) the Assignment of Easements set forth in Exhibit F which is hereby accepted by the COUNTY.

5. In accordance with Section 337.29 (3), Florida Statutes (2020), upon the recording of the right-of-way map(s), Composite Exhibit B, the CITY accepts all legal rights, responsibilities, and obligations with respect to the former County Road Segments, including but not limited to the operation, planning, design, construction, improvement, and maintenance of the Road Segments, including stormwater drainage and facilities, including mitigation sites, within and appurtenant to the rights-of-way transferred herein and the permitting associated therewith. The CITY shall also have the same governmental, corporate, and proprietary powers with relation to the Road Segments as the CITY has with relation to other public roads and rights-of-way within the CITY's City Street System.

6. The CITY recognizes that the COUNTY may have utilities located within the former County Road Segments which are being transferred as part of this agreement. The Parties recognize that this agreement does not affect those utilities as they currently exist, but the COUNTY will be subject to the CITY's requirements, including permitting, for subsequent modifications or the placement of additional utilities.

7. In accordance with Section 337.29 (3), Florida Statutes (2020), upon the recording of the right-of-way map(s), Composite Exhibit E, the COUNTY accepts all legal rights, responsibilities, and obligations with respect to the former City Road Segments, including but not limited to the operation,

planning, design, construction, improvement, and maintenance of the Road Segments, including stormwater drainage and facilities, including mitigation sites, within and appurtenant to the rights-of-way transferred herein and the permitting associated therewith. The COUNTY shall also have the same governmental, corporate, and proprietary powers with relation to the Road Segments as the COUNTY has with relation to other public roads and rights-of-way within the COUNTY's County Road System.

8. The COUNTY recognizes that the CITY may have utilities located within the former City Road Segments which are being transferred as part of this agreement. The Parties recognize that this agreement does not affect those utilities as they currently exist, but the CITY will be subject to the COUNTY's requirements, including permitting, for subsequent modifications or the placement of additional utilities.

9. As limited by Section 768.28, Florida Statutes, the Parties shall remain responsible for any tort liability for any actions arising out of their prior maintenance of any Road Segment and in accordance with Section 337.29, Florida Statutes (2020), the COUNTY shall remain responsible for any tort liability for any actions arising out of the COUNTY's operation of the Road Segments prior to the recording of the right of way map transferring the Road Segments to the City Street System. And the CITY shall remain responsible for any tort liability for any actions arising out of the CITY's operation of the Road Segments prior to the recording of the right-of-way map transferring the Road Segments to the County Road System. Except as otherwise provided herein, the CITY and the COUNTY agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action that may be brought against either party pursuant to this Agreement. The CITY and the COUNTY shall each individually defend any action or proceedings brought against their respective agencies pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees that may be entered as a result thereof. Nothing herein is intended to serve as a waiver of any immunity from or limitation of liability that either the CITY or COUNTY are entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the COUNTY or CITY to be sued by third parties in any matter arising out of this Agreement.

10. COUNTY shall provide CITY with a list of all completed, planned and/or unfunded roadway/sidewalk/stripping projects for the former County Road Segments and, upon the City Manager's request, access to Plans, Specifications, Drawings, and Permits for such projects if available. COUNTY shall assign to CITY any existing contractor or manufacturer warranties or guarantees for any completed projects for the Road Segments. COUNTY shall facilitate the transfer of operation and maintenance responsibilities to CITY for COUNTY obtained environmental permits obtained from County, State or Federal entities.

11. CITY shall provide COUNTY with a list of all completed, planned and/or unfunded roadway/sidewalk/stripping projects for the former City Road Segments and, upon the request of the COUNTY Director of Public Works Department or County Engineer, access to Plans, Specifications, Drawings, and Permits for such projects if available. CITY shall assign to COUNTY any existing contractor or manufacturer warranties or guarantees for any completed projects for the Road Segments. CITY shall facilitate the transfer of operation and maintenance responsibilities to COUNTY for CITY obtained environmental permits obtained from County, State or Federal entities.

12. Whenever one of the Parties to this Agreement desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of Public Works Department
Pinellas County
22211 US Hwy 19, Bldg. 1
Clearwater, FL 33765
(727) 464-8900

For the CITY:

City Manager
City of Pinellas Park 5141
78th Avenue N. Pinellas
Park, FL 33781
(727) 369-0700

13. CITY and COUNTY agree that this is the entire agreement between the Parties with regard to the transfer of jurisdiction of the Road Segments. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the roadways transferred herein and there are no commitments, agreements or understandings as to the roadways subject to this Agreement that are not contained in this document. This Agreement cannot be modified or amended without the express written consent of the Parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity therewith. Nothing herein shall prevent CITY and COUNTY from transferring additional roadways in the future by amendment to this Agreement or by the execution of separate agreement.

14. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15. The failure of either party to insist upon strict performance of any terms of this Agreement shall not be considered a waiver of any provisions set forth herein and shall not prevent enforcement of this Agreement.

16. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

17. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

18. Each of the exhibits attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits hereto.

19. This Agreement shall become effective upon the filing with the Clerk of the Circuit Court for Pinellas County as required by Florida Statutes, Section 163.01.

20. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any state court action pertaining to this Agreement shall lie solely in the county or circuit courts in and for Pinellas County, Florida and shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division for any federal court action.

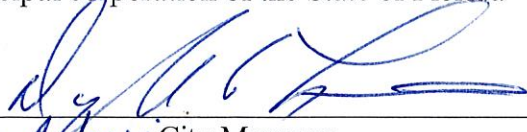
21. The COUNTY and CITY shall each promptly notify the other of the receipt of any third-party claim involving, or resulting from, either party's jurisdiction, operation, or maintenance of any Road Segments. Both Parties agree to fully cooperate with each other to investigate and resolve any such claims, including but not limited to providing all necessary documents showing ownership, jurisdiction, maintenance and/or operational activities for the Road Segments prior to their transfer pursuant to this Agreement. Any time prior to the recording of the right-of-way map in accordance with Paragraph 3 the CITY or COUNTY may elect to terminate this Agreement by notifying the other party and this Agreement shall be of no further force or effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

CITY OF PINELLAS PARK
A municipal corporation of the State of Florida

PINELLAS COUNTY, FLORIDA by and
through its Board of County Commissioners

BY: 

Doug A. Davis City Manager
Printed Name:

BY: _____
Dave Eggers, Commission Chair

ATTEST: CITY CLERK

ATTEST: Ken Burke, Clerk

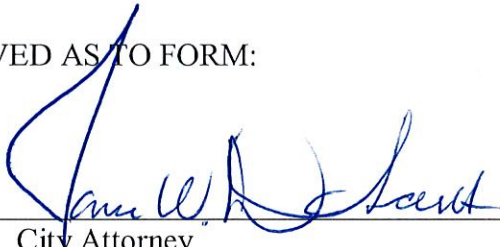
By: 

(Seal)

By: _____
Deputy Clerk (Seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 

City Attorney

By: 

Office of County Attorney