

**ROAD TRANSFER AGREEMENT BETWEEN
PINELLAS COUNTY, FLORIDA AND CITY OF
ST. PETERSBURG, 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 ST. PETERSBURG** 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, there are certain COUNTY roads within the CITY that the CITY has performed some maintenance work on for the benefit of the CITY’s residents, which roads are described in Exhibits A and B and shall be referred to herein as the “Road Segments”; and

WHEREAS, the Road Segments have been regularly maintained by the CITY for the immediate past 7 years; and

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

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 the Road Segments, as defined in Section 334.03 (22), Florida Statutes (2020), are hereby transferred and conveyed to the CITY's City Street System, with such transfer to include maintenance responsibilities for stormwater facilities as identified in Section 334.03(22).
3. Within 30 days of the execution of this agreement by both parties, the COUNTY will file a right-of-way map which is substantially the same as that attached hereto as Exhibit B. In accordance with Section 337.29 (3), Florida Statutes (2020), upon the recording of the right-of-way map the CITY accepts all legal rights, responsibilities, and obligations with respect to the 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.
4. The CITY recognizes that the COUNTY may have utilities located within the 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 henceforth the COUNTY will be subject to the CITY'S requirements, including permitting, for subsequent modifications, the relocation of utilities or the placement of additional utilities.
5. As limited by Section 768.28, Florida Statutes, 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 and maintenance 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 be responsible for any tort liability for an actions arising out of the CITY's maintenance of the Road Segments prior to the effective date of this transfer. Except as otherwise provided herein, the PARTIES 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 PARTIES 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 PARTIES to be sued by third parties in any matter arising out of this Agreement.

6. COUNTY shall provide CITY with a list of all completed, planned and/or unfunded roadway/sidewalk/stripping projects for the Road Segments, if any, and, upon the Mayor'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.

7. The parties recognize that the Road Segments transferred herein are in need of improvement. Pursuant to Section 163.01(10)(a), Florida Statutes (2020) COUNTY agrees to provide CITY, within ninety (90) days of the execution of this Agreement, with one million seven hundred eighty-nine thousand three hundred sixty-eight dollars (\$1,789,368.00) to be used exclusively for funding Central Avenue improvement costs consistent with those allowed under Section 212.055(2)(d), Florida Statutes (2020).

8. 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:

Public Works
Administrator
City of St. Petersburg
175 5th St N
St. Petersburg, FL 33701

9. The PARTIES 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 PARTIES from transferring additional roadways in the future by the execution of separate agreement.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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

16. 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.


17. The PARTIES 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.

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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 ST. PETERSBURG
A municipal corporation of the State of Florida


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

BY: 
Rick Kriseman, Mayor

BY: _____
Dave Eggers, Commission Chair

ATTEST: CITY CLERK

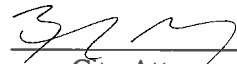
ATTEST: Ken Burke, Clerk

By: 
(Seal) *Clerk*

By: _____
Deputy Clerk (Seal)

APPROVED AS TO FORM:
for City of St. Petersburg only

APPROVED AS TO FORM:

By: 
City Attorney **Bradley Tennant**

By: *Christy Pemberton*
Office of County Attorney

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APPROVED AS TO FORM

By: *Christy Donovan Pemberton*
Office of the County Attorney

