

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT, made and entered into as of the ____ day of _____, 2024 by and between PINELLAS COUNTY, a political subdivision of the State of Florida ("County") and the CITY OF PINELLAS PARK, a municipal corporation within Pinellas County of the State of Florida ("City").

RECITALS

WHEREAS, a section of Belcher Rd. County Numbered Road (CR 501) located at or near 10951 Belcher Road South parcel number, 18-30-16-69768-300-4003, is undergoing development and being (re)platted; and

WHEREAS, due to site constraints at 10951 Belcher Road South, the existing, county-maintained, sidewalk needs to be moved out of the existing right-of-way; and

WHEREAS, the developer will be dedicating this section of sidewalk to the public as right-of-way on the plat that will be presented to the City of Pinellas Park for approval; and

WHEREAS, the County currently maintains and intends, due to the nature of Belcher Road, to continue to maintain this section of sidewalk; and

WHEREAS, the interests of the public are best served by Pinellas County maintaining the newly platted, dedicated, and constructed sidewalk as it maintained the sidewalk as it existed in the existing County right-of-way.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the benefits to be derived by the Parties to this Agreement and other good and valuable consideration hereby acknowledged, the Parties agree as follows:

SECTION 1 CITY'S COMMITMENT

1. The City hereby agrees that it will impose upon the developer at the property located at or near 10951 Belcher Road South, the obligation to dedicate, to the public, the area where the new sidewalk is being constructed.
2. The City hereby agrees that it will require the new sidewalk to be constructed to County standards and within the dedicated right-of-way.
3. The City hereby agrees that it will notify Pinellas County when the plat is approved.
4. The City hereby agrees that it will notify Pinellas County when the sidewalk is

complete or substantially complete, and before any acceptance of the construction so that County staff has the opportunity to inspect the sidewalk.

5. The City will treat the sidewalk as it treated the sidewalk within the County right-of-way.
6. If the County subsequently transfers the right-of-way to the City, the City will assume maintenance of the sidewalk at issue in this Agreement.
7. If the County requests the City subsequently vacate this dedicated sidewalk, the City will not unreasonably deny the request.

SECTION 2 COUNTY'S COMMITMENT

1. The County agrees to assume maintenance responsibility of the sidewalk upon completion of construction within the dedicated right-of-way.
2. The County assumes responsibility and liability for the sidewalk, once dedicated, constructed and the construction accepted, as if a right-of-way dedication to Pinellas County for the portion of the plat dedicated to the public for right-of-way had been recorded.

SECTION 3 EFFECTIVE DATE

This Agreement shall take effect immediately upon filing with the Clerk of the Circuit Court in Pinellas County in accordance with Florida Statutes, Section 163.01(11) (2023) and shall continue in full force and effect unless and until the County transfers the right-of-way, in which case this Agreement is terminated.

SECTION 4 AMENDMENT OR MODIFICATIONS

This Agreement shall not be amended or modified without written consent by each party hereto.

SECTION 5
ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement and not expressly incorporated herein shall not be binding on either party.

SECTION 6
MISCELLANEOUS PROVISIONS

8. If any word, clause, sentence or paragraph of the Agreement is held invalid, the remainder of this Agreement shall remain in full force.
9. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action brought pursuant hereto shall be in Pinellas County.
10. Nothing herein shall be construed to create any third party beneficiary rights in any person not a party to this Agreement.
11. Both Parties acknowledge that the records relating to this Agreement and the carrying out of the obligations hereunder are subject to the provisions of Florida Statutes, Chapter 119.
12. All notices required by law and by this Agreement to be given by one (1) party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Kelli Hammer Levy
Public Works Department Director
22211 US Highway 19 North
Clearwater, FL 33756 Phone:
727-464-8900
Email: klevy@pinellas.gov

CITY: Bart Diebold
City Manager
5141 78th Avenue North
Pinellas Park, FL 33781
Phone: 727-369-0700
Email: bdiebold@pinellas-park.com

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date of the last signature as set forth below.

[Remainder of page intentionally left blank; signatures are on the following pages.]

PINELLAS COUNTY, FLORIDA, a
political subdivision of the State of Florida

ATTEST:

By: _____
Deputy Clerk
(SEAL)

By: _____
Kathleen Peters, BCC Chair

Dated: _____

Dated: _____

APPROVED AS TO FORM

By: Christy Donovan Pemberton
Office of the County Attorney

CITY OF PINELLAS PARK, a municipal
corporation of the State of Florida

ATTEST:

By: Jennifer R. Carfagno
Jennifer R. Carfagno MMC, City Clerk

By: Bart P. Diebold
Bart P. Diebold, City Manager

Dated: 6/17/2024

Dated: 6/17/2024

APPROVED AS TO FORM AND
CORRECTNESS:

Lauren C. Rubenstein
Lauren C. Rubenstein, City Attorney