

**ROADWAY TRANSFER AGREEMENT BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND
THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA**

This Roadway Transfer Agreement ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the City of Jacksonville, Duval County, Florida ("City").

- RECITALS -

A. The Department owns certain right-of-way located within the corporate limits of the City, known as State Road 109/University Boulevard (Roadway ID 72110000) ("SR 109"), more specifically, commencing at milepost 1.688 and extending to milepost 2.266, as more particularly shown on the concept map attached as **EXHIBIT "A"**, and the right-of-way maps, attached as **EXHIBIT "B" (Composites B-1 through B-2)** (collectively referred to as "Roadway"); and

B. The term Roadway shall also include, without limitation, the actual roadbed together with the right-of-way and all bridges, railroad crossings, curbs, culverts, drainage structures, sidewalks, bike paths, traffic control devices, utilities, street lights, overhead truss signs, and all other improvements located within the Roadway; and

C. The City has requested that the Department transfer the Roadway from the State Highway System to the City; and

D. Based on the obligations and consideration set forth in this Agreement and in accordance with §335.0415, Florida Statutes, the Department is amenable to the City's request; and

E. Upon completion of the transfer, the City shall own, operate, maintain and repair the Roadway and all improvements therein; and

F. The City, by Resolution No. _____ dated _____, attached as **EXHIBIT "C"**, authorizes its officers to enter into this Agreement.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATES

The "Effective Date" of this Agreement shall be upon final approval and signature by the Secretary of the Florida Department of Transportation.

3. E-VERIFY

The City shall: (A) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the City during the term of the contract; and (B) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

4. COMPLIANCE

A. The City shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions hereof and all applicable federal, state, local, administrative,

regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

B. If there is evidence of historical or archaeological resources that could be adversely impacted after the transfer; the City agrees to maintain the resources in accordance with the recommendations of its Cultural Resource Management Coordinator. If no evidence is found, the City agrees not to adversely affect any such resources if found after the transfer.

5. TRANSFER OF ROADWAY

A. Transfer of the Roadway from the Department to the City shall be by right-of-way map transfer or any other method of conveyance as allowable by law ("Conveyance").

B. The Department shall deliver the document(s) of Conveyance to the City within sixty (60) days of the Effective Date of this Agreement, or as soon thereafter as practicable. The City shall record the Conveyance at the City's sole cost and expense in the Duval County Public Records within 60 days of its receipt and provide the Department with a copy of the recorded conveyance document upon receipt of the same from the recording office.

C. The City specifically agrees to and shall accept ownership of the Roadway, including, without limitation, all operation, maintenance, and repair responsibilities of the same.

6. DEPARTMENT SECRETARY'S APPROVAL

This Agreement is subject to final approval by the Secretary of the Florida Department of Transportation; which shall be evidenced by the Department Secretary's Signature on page 7 of this document (FINAL APPROVAL BY THE SECRETARY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION.). The subject Conveyance shall not proceed unless or until such approval is given.

7. EXISTING OBLIGATIONS

Following Conveyance of the Roadway, any obligations of the Department, as pertain to the Roadway, including, without limitation, all maintenance, inclusive of any utility, railroad crossing, or other such agreement, are hereby transferred to and accepted by the City. The Department and City agree and acknowledge that copies of any existing permits, agreements, and easements concerning the Roadway have been delivered to the City prior to the execution of this agreement.

8. FEDERAL AID FUNDING

In the event Federal Aid funds have, at any time prior to the execution of this Agreement, been used on the Roadway, 23 U.S.C. 116 requires that a written maintenance agreement be entered into by and between the Department and the City. If this requirement is applicable, it is satisfied by and through execution of this Agreement.

9. NOTICE

All notices, communications, and determinations between the parties hereto and those required by this Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
District 2 Planning Manager
1109 South Marion Avenue, Mail Station 2007
Lake City, Florida 32025-5814
Telephone (386) 961-7842

City: City of Jacksonville
Attention: Robin G. Smith, P.E
City Engineer / Chief of Engineering and Construction
City of Jacksonville Department of Public Works
214 N. Hogan Street
Jacksonville, FL 32202
(904) 255-8710

10. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance.

11. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of this Agreement.

12. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the subject matter of this Agreement, including, without limitation, actions concerning interpretation, validity, performance or breach of this Agreement, not resolved to the mutual satisfaction of the parties by the Department's District Secretary, shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The parties to this Agreement, and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida, venue in Leon County, Florida, and as having forever waived and relinquished all personal jurisdiction and venue defenses.

13. JURY TRIAL

The parties waive the right to trial by jury of any dispute concerning the validity, interpretation, performance or breach of this Agreement.

14. ASSIGNMENT

The City may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement absent the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the City from delegating the duties hereunder, but such delegation shall not release the City from the obligation to perform this Agreement.

15. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each party is an independent contractor and is not an agent of the other party. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity, except as expressly provided for herein. Nothing contained in this Agreement shall be construed to create any fiduciary relationship between the parties, during, or after the performance of this Agreement. Neither party shall have the authority to bind the other party to any obligation whatsoever to any third party without the express specific written consent of the other.

16. VOLUNTARY EXECUTION OF AGREEMENT

Each party to this Agreement represents and warrants to the other parties: (i) that they understand all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) each party fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of their own accord and not as a result of any duress, coercion, or undue influence; and (iv)

each has had the opportunity to have independent legal advice by counsel of his / hers / its own choosing in the negotiation and execution of this Agreement.

17. INDEMNIFICATION

A. The City shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of, or related to the City's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The City's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions, or breach of contract.

B. The City shall notify the Department in writing immediately upon becoming aware of any Liabilities. The City's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the City. The City's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

18. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's or the City's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability identified in 337.27(4), Florida Statute, as the same may be amended from time to time. The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by the City as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes, as the same may be amended from time to time. The City's liability for breach of this Agreement is specifically limited to actual damages incurred by the Department as a direct result of the City's breach.

19. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made a part of this Agreement, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, are waived and superseded by this Agreement.

20. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of this Agreement and shall do all other acts to effectuate the Agreement.

21. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

22. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of this Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

23. INTERPRETATION

No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

24. CAPTIONS

Paragraph titles or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

25. SEVERANCE

If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as the principal purposes of this Agreement remain enforceable.

26. COMPUTATION OF TIME

In computing any period of time prescribed in this Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal Florida holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

27. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

28. PUBLIC RECORDS

City shall comply with Chapter 119, Florida Statutes. Specifically, the City shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.
- B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if City does not transfer the records to the Department.
- D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of the City or keep and maintain public records required by the Department to perform this Agreement. If the City transfers all public records to the public, the City upon completion of this Agreement, shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If the City keeps and maintain public records upon completion of this Agreement, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by City to act in accordance with Chapter 119, Florida Statutes, and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. City shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the City and shall promptly provide the Department a copy of the City's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S

DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@ dot.state.fl.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement consisting of eleven (11) pages.

Florida Department of Transportation

Witness:

By: _____

By: _____

Printed Name: Greg Evans

Date: _____

Title: District 2 Secretary

Witness:

Date: _____

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, who is personally known to me, or who produced _____ as identification.

Printed/typed name: _____
Notary Public-State of _____
Commission Number: _____
Commission expires: _____

Legal Review:

By: _____
Erik Fenniman, General Counsel
General Counsel Florida Department of Transportation

**INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE**

City of Jacksonville

Witness:

By: _____

By: _____

Printed Name: _____

Date: _____

Title: _____

Witness:

Date: _____

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, who is personally known to me, or who produced _____ as identification.

Printed/typed name: _____
Notary Public-State of _____
Commission Number: _____
Commission expires: _____

Legal Review:

By: _____
Legal Counsel for the City of Jacksonville

**FINAL APPROVAL BY THE SECRETARY OF THE
FLORIDA DEPARTMENT OF TRANSPORTATION**

The Secretary of the Florida Department of Transportation approves the transfer and all provisions listed in this executed Transfer Agreement and the supporting Resolution between the Department and the City.

Signed: _____
Kevin Thibault, P.E.
Secretary, State of Florida, Department of Transportation

Date: _____

EXHIBIT "A"

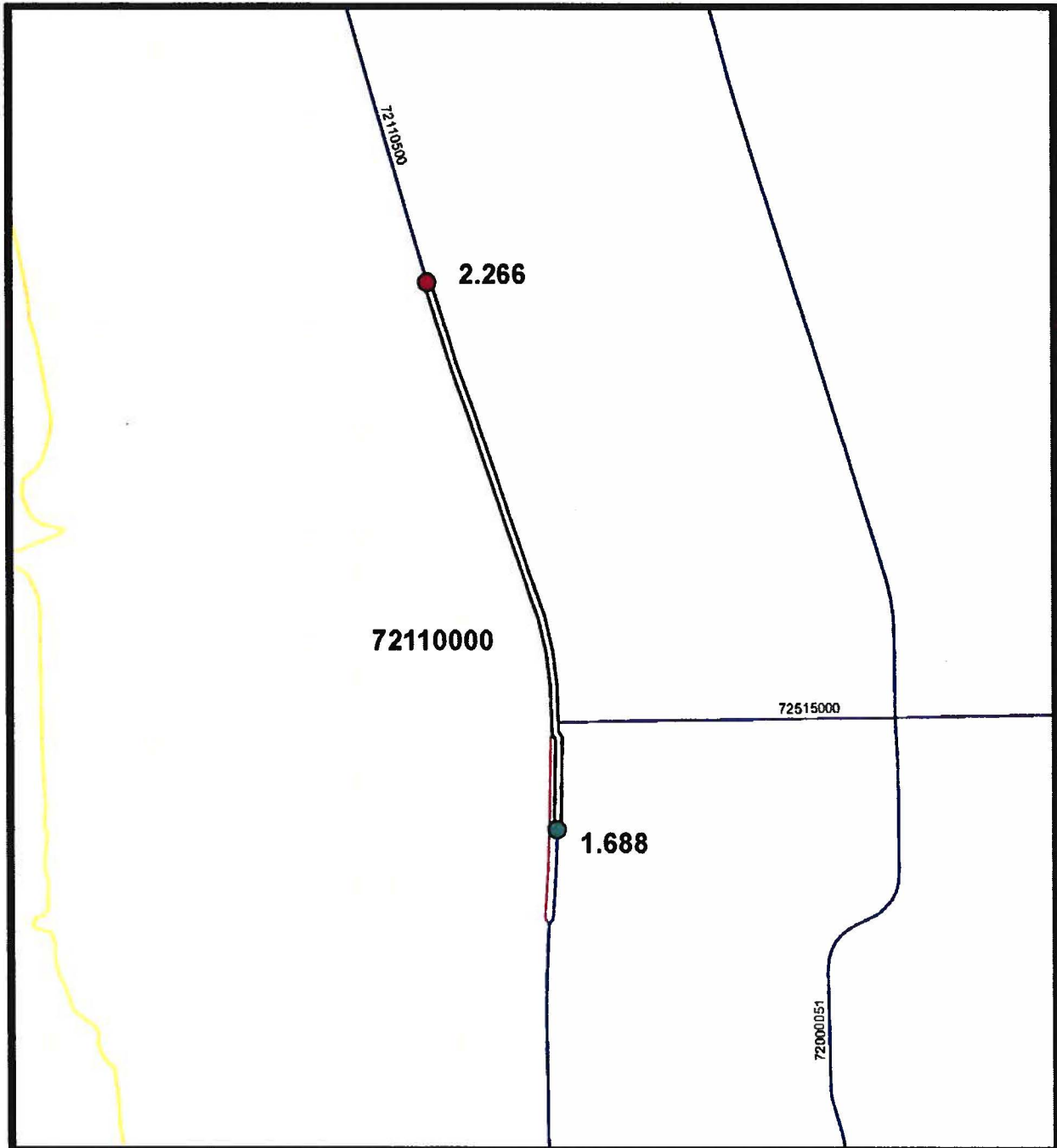
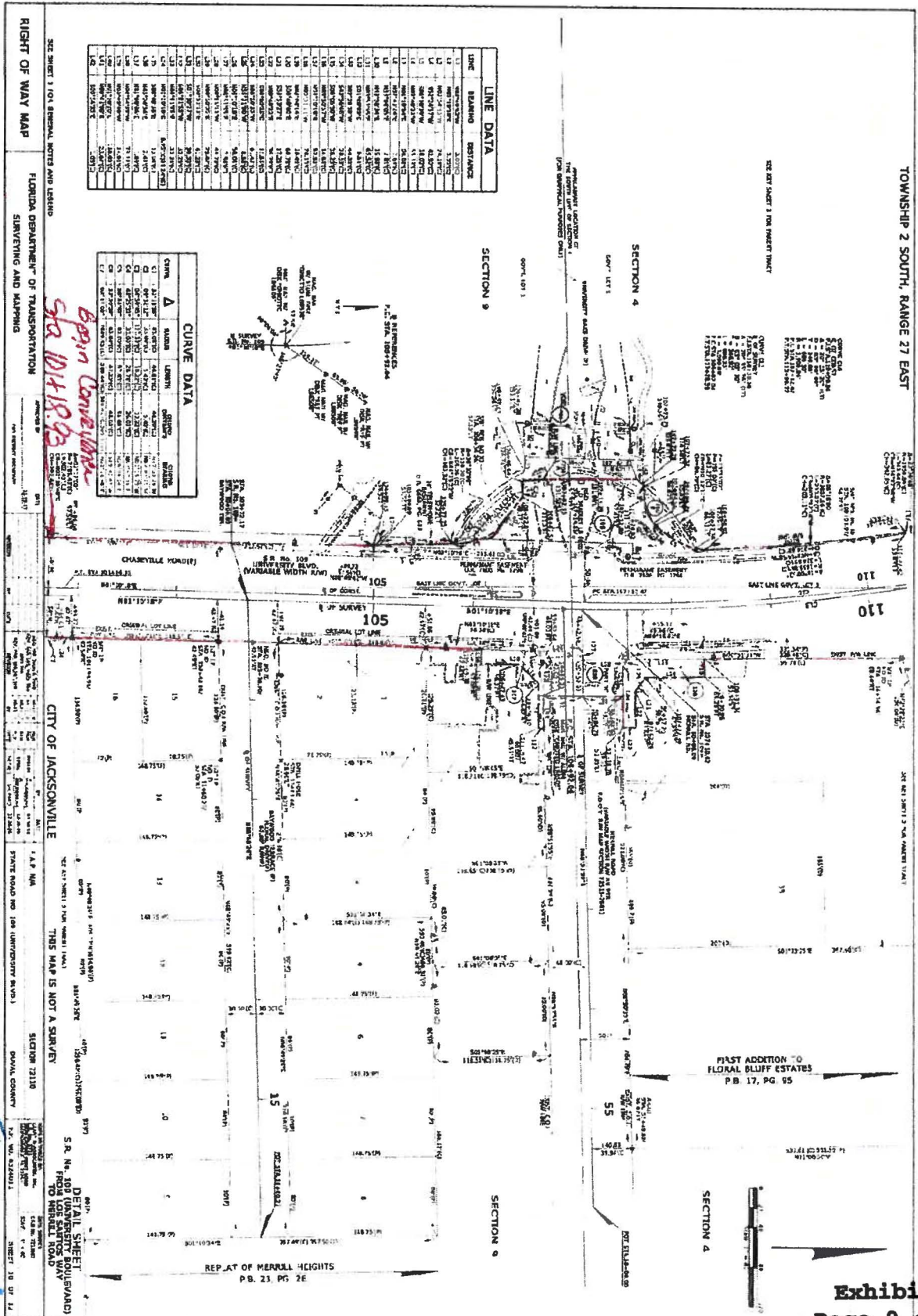


Exhibit A
Florida Department of Transportation - District 2
Transfer of Roadway to the City of Jacksonville
A portion of SR-109 University Blvd
Roadway ID 72110000 (1.688-2.266)



EXHIBIT B
COMPOSITE B-1

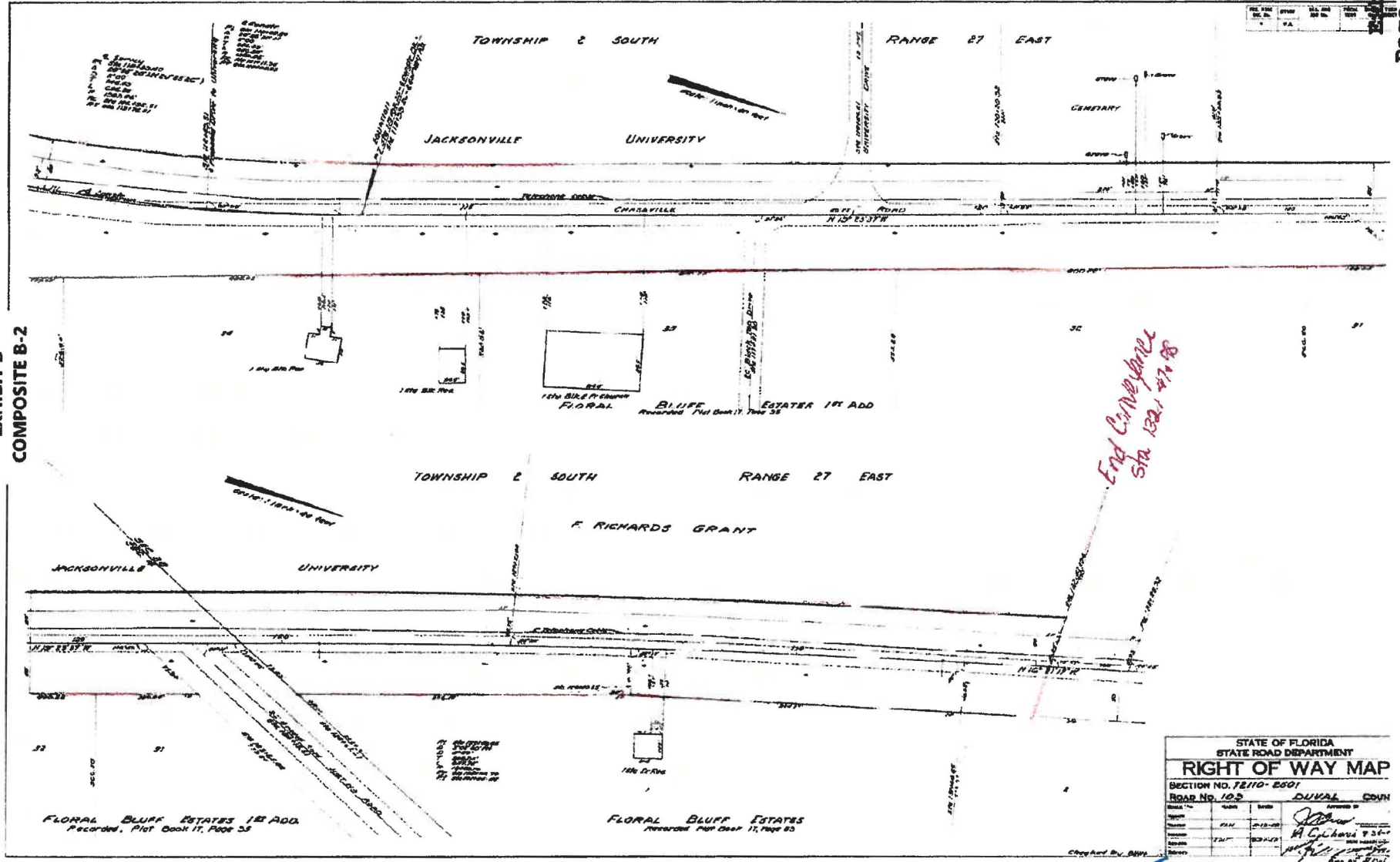


LINE	BEARING	DISTANCE
L1	N 10° 00' 00" E	20.000
L2	N 89° 59' 59" W	20.000
L3	S 10° 00' 00" W	20.000
L4	S 89° 59' 59" E	20.000
L5	N 10° 00' 00" E	20.000
L6	N 89° 59' 59" W	20.000
L7	S 10° 00' 00" W	20.000
L8	S 89° 59' 59" E	20.000
L9	N 10° 00' 00" E	20.000
L10	N 89° 59' 59" W	20.000
L11	S 10° 00' 00" W	20.000
L12	S 89° 59' 59" E	20.000
L13	N 10° 00' 00" E	20.000
L14	N 89° 59' 59" W	20.000
L15	S 10° 00' 00" W	20.000
L16	S 89° 59' 59" E	20.000
L17	N 10° 00' 00" E	20.000
L18	N 89° 59' 59" W	20.000
L19	S 10° 00' 00" W	20.000
L20	S 89° 59' 59" E	20.000
L21	N 10° 00' 00" E	20.000
L22	N 89° 59' 59" W	20.000
L23	S 10° 00' 00" W	20.000
L24	S 89° 59' 59" E	20.000
L25	N 10° 00' 00" E	20.000
L26	N 89° 59' 59" W	20.000
L27	S 10° 00' 00" W	20.000
L28	S 89° 59' 59" E	20.000
L29	N 10° 00' 00" E	20.000
L30	N 89° 59' 59" W	20.000
L31	S 10° 00' 00" W	20.000
L32	S 89° 59' 59" E	20.000
L33	N 10° 00' 00" E	20.000
L34	N 89° 59' 59" W	20.000
L35	S 10° 00' 00" W	20.000
L36	S 89° 59' 59" E	20.000
L37	N 10° 00' 00" E	20.000
L38	N 89° 59' 59" W	20.000
L39	S 10° 00' 00" W	20.000
L40	S 89° 59' 59" E	20.000
L41	N 10° 00' 00" E	20.000
L42	N 89° 59' 59" W	20.000
L43	S 10° 00' 00" W	20.000
L44	S 89° 59' 59" E	20.000
L45	N 10° 00' 00" E	20.000
L46	N 89° 59' 59" W	20.000
L47	S 10° 00' 00" W	20.000
L48	S 89° 59' 59" E	20.000
L49	N 10° 00' 00" E	20.000
L50	N 89° 59' 59" W	20.000
L51	S 10° 00' 00" W	20.000
L52	S 89° 59' 59" E	20.000
L53	N 10° 00' 00" E	20.000
L54	N 89° 59' 59" W	20.000
L55	S 10° 00' 00" W	20.000
L56	S 89° 59' 59" E	20.000
L57	N 10° 00' 00" E	20.000
L58	N 89° 59' 59" W	20.000
L59	S 10° 00' 00" W	20.000
L60	S 89° 59' 59" E	20.000

CHORD	ARC	DELTA	PI	CHORD	ARC	DELTA	PI
1	100.000	3.1416	0.0175	100.000	3.1416	0.0175	0.0175
2	200.000	6.2832	0.0708	200.000	6.2832	0.0708	0.0708
3	300.000	9.4248	0.1591	300.000	9.4248	0.1591	0.1591
4	400.000	12.5664	0.2813	400.000	12.5664	0.2813	0.2813
5	500.000	15.7080	0.4348	500.000	15.7080	0.4348	0.4348
6	600.000	18.8496	0.6157	600.000	18.8496	0.6157	0.6157
7	700.000	21.9912	0.8201	700.000	21.9912	0.8201	0.8201
8	800.000	25.1328	1.0451	800.000	25.1328	1.0451	1.0451
9	900.000	28.2744	1.2878	900.000	28.2744	1.2878	1.2878
10	1000.000	31.4160	1.5443	1000.000	31.4160	1.5443	1.5443

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND
 FLORIDA DEPARTMENT OF TRANSPORTATION
 SURVEYING AND MAPPING
 CITY OF JACKSONVILLE
 STATE ROAD 200 (UNIVERSITY AVENUE)
 SECTION 2110
 DUAL COUNTY
 S.R. No. 100 FROM LOS SANTOS WAY TO HENRIEL ROAD
 DETAIL SHEET (EQUILIBRIUM)
 FROM LOS SANTOS WAY TO HENRIEL ROAD
 SHEET 10 OF 11

EXHIBIT B
COMPOSITE B-2



STATE OF FLORIDA STATE ROAD DEPARTMENT			
RIGHT OF WAY MAP			
SECTION NO. 7210-2501			
ROAD NO. 103 DUNAL COUNTY			
Station	Notes	Scale	Approved by
Station	PLAN	1"=10'-00"	<i>[Signature]</i> A. Richards, P.E. DISTRICT ENGINEER Aug. 27, 1951
Station	PLAN	1"=10'-00"	
Station	PLAN	1"=10'-00"	
Station	PLAN	1"=10'-00"	

EXHIBIT "C"

Resolution