



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

11201 N. McKinley Drive  
Tampa, FL 33612

JARED W. PERDUE, P.E.  
SECRETARY

November 14, 2024

David D. Fechter, AICP, CPPB  
Senior Department Administrative Manager  
Public Works Department  
14 S Fort Harrison Avenue, 4th Floor  
Clearwater, Florida 33756

RE: Florida SUN Trail Network Program Agreement  
PINELLAS TRAIL LOOP - PH 5  
FPN: 440093 4 34 01 Contract Number: G3572

Dear Mr. Fechter:

The Florida SUN Trail Network Program Agreement for the above referenced project was executed November 6, 2024, and is attached to this cover. This letter serves as the Notice to Proceed for the Design phase of the project and the County may incur costs related to this phase as of the execution date.

As noted in the agreement, please submit to the Department and upload into GAP, an ACORD Certificate of Liability Insurance and Consultant's Competitive Negotiation Act (CCNA) certification prior to submitting the first invoice/status report. In addition, please comply with all other deliverables detailed in Exhibit A of the agreement.

If you have any questions, please call me at (813) 975-6134.

Sincerely,  
DocuSigned by:

A handwritten signature in black ink that reads "Marcia Haines". The signature is written in a cursive, flowing style.

Marcia Haines  
Local Programs Coordinator  
[Marcia.Haines@dot.state.fl.us](mailto:Marcia.Haines@dot.state.fl.us)

MH  
Attachment

cc: Lisa Clancy, Financial Services Manager; Viviana Philibert, Local Programs Project Manager; Sara Clark, Local Programs Administrator

STATE OF FLORIDA Department OF TRANSPORTATION  
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM  
AGREEMENT**

<b>Financial Project No:</b> <u>440093 4 34 01</u>	<b>Contract No.</b> <u>G3572</u>	<b>Vendor No.:</b>  F596000800203	<b>CSFA No. and Title:</b> <u>55.038</u>  Florida Shared-Use Nonmotorized (SUN) Trail Network Program
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THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM GRANT AGREEMENT ("Agreement") is entered into this 6th day of November 2024, by and between the State of Florida Department of Transportation, ("Department"), and Pinellas County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

- A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.
- B. The Florida Shared-Use Nonmotorized Trail Network Program is included in the Department's work program for the purposes of funding and maintaining projects within the network.
- C. The purpose of this Agreement is to provide for the Department's participation in design activities of the Pinellas Loop -Phase 5 along San Martin Boulevard from Macoma Drive to Gandy Boulevard trail project, as further described in **Exhibit "A", Project Description and Responsibilities** ("Project"), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.
- D. The Recipient by Resolution No. 24-73 adopted on October 15, 2024, a copy of which is attached hereto and made a part hereof as **Exhibit "E", Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 4, 2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no later than: the 12th day of November, 2024

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or within N/A days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

- 3. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 4. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a.** If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
  - b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
  - c.** If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d.** In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- 5. Project Cost:**
  - a.** The estimated total cost of the Project is **\$1,000,000.00**. This amount is based upon the schedule of funding in **Exhibit "B", Schedule of Financial Assistance**. The schedule of funding may be modified by mutual agreement of the Parties.
  - b.** The Department agrees to participate in the Project cost up to the maximum amount of **\$1,000,000.00** and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.
- 6. Compensation and Payment:**
  - a.** The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

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- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number **440093 4 34 01**, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require written approval in advance by the Department.
- c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit H– Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of

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Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or

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agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by **June 4, 2027**, the Department may, at its discretion, terminate this Agreement.
- c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.
- d. In the event the cost of the Project is greater than \$250,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.
- e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.

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- g. ☐ If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

**8. Contracts of the Recipient**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**9. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department.. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.
- c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.
- d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project

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involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, Marcia Haines, at (813) 975-6134 or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

- e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.
- f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.
- g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

**10. Maintenance Obligations:** The following provisions are incorporated into this Agreement:

- a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as **Exhibit "G"**. The terms of the MMOA, **Exhibit "G"**, shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.

**11. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this



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Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b.** The Recipient, a nonstate entity as defined by Section 215.97(2), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
  - i.** In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “D”** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii.** In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii.** In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv.** In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**12. Notices and Approvals:**

- a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

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**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**

Marcia Haines  
Local Programs Coordinator  
Phone: (813) 975-6134  
Email: [marcia.haines@dot.state.fl.us](mailto:marcia.haines@dot.state.fl.us)

**RECIPIENT:**

David D. Fechter, AICP, CPPB  
Senior Department Administrative Manager  
Phone: (727) 464-3019  
Email: [ddfechter@pinellas.gov](mailto:ddfechter@pinellas.gov)

- b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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**14. Indemnification and Insurance:**

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

“To the fullest extent permitted by law, the Recipient’s contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department’s officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.”

- b. The Recipient shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida’s Workers’ Compensation law.
- c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a

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deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

**15. Miscellaneous:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the

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Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes. The Recipient shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. 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.
- j. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes. The Recipient shall:
  - i. Keep and maintain public records required by the Department to perform the service.
  - ii. 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.
  - iii. 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

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**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM  
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duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the Department.

- iv. Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the Department upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient 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.
- v. Failure by the Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- vi. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Jennifer Nakasu at (813) 975-6484 or [jennifer.nakasu@dot.state.fl.us](mailto:jennifer.nakasu@dot.state.fl.us)
- k. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
- l. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

**16. Exhibits.**

- a. Exhibits A, B, C, D, E, G and H are attached to and incorporated into this Agreement.
- b. ☐ A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.

**c. Exhibit List**

Exhibit A: Project Description and Responsibilities  
 Exhibit B: Schedule of Financial Assistance Schedule  
 Exhibit C: Engineer's Certification of Compliance  
 Exhibit D: Audit Requirements for Awards of State Financial Assistance  
 Exhibit E: Recipient Resolution  
 \*Exhibit F: Terms and Conditions of Construction  
 Exhibit G: Maintenance Memorandum of Agreement  
 Exhibit H: Contract Payment Requirements

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM  
AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Pinellas County

By: 

Name: Kathleen Peters

Title: Chair



ATTEST: KEN BURKE, CLERK

By: 

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: 

Name: Justin Hall

Title: Director of Transportation Development

Legal Review:

DocuSigned by:

By: 

Martin Hernandez

**APPROVED AS TO FORM**

By: Joseph A Morrissey

Office of the County Attorney



# FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

## EXHIBIT A PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Program Agreement between the State of Florida, Department of Transportation and Pinellas County.

**A. Project Description:** This project consists of the design activities of the Pinellas Loop -Phase 5 along San Martin Boulevard from Macoma Drive to Gandy Boulevard trail project. The project connects into the existing and committed trail segments/infrastructure to create a complete trail loop within the County.

**B. Project Location** (limits, city, county): Pinellas County

☐ Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): 1.780 miles; from MP 1.036 to MP 2.816. Trail ID: 15000183

**D. Deliverable(s):**

- 100% plans and project clears submitted to the Department by January 5, 2027
- Design to be complete and submitted to the Department by June 4, 2027

The Project shall be designed and constructed in accordance with the requirements of all applicable laws and governmental rules and regulations and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways.

For projects including work on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department of Traffic Engineering Manual. Designs that do not meet Department standards may be rejected by the Department at its discretion.

The Recipient will submit 100% and final design plans (at a minimum) to the Department for review and approval.

The Recipient shall submit a Consultants' Competitive Negotiation Act (CCNA) certification for any consultant work to be performed.

The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.

With submittal of the first request for reimbursement to the Department, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage of Commercial General Liability by the consultant or contractor as described in Section 14 (c) of this agreement.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

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**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

The Agency will be responsible for following Florida Statutes regarding project permitting. The Agency may prepare a Project Environmental Impact Report (PEIR) to support its acquisition of appropriate environmental permits and satisfy other agreements with the Department.

Should the Agency receive funding for the construction phase, it will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract and the Agency's Certification Clear Package. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

1. Right of Way Certification Form
2. Rail Clear Letter
3. Permits Clear Letter
4. Utilities Clear/Coordinated Letter
5. Consultant's Competitive Negotiations Act (CCNA) Clear Letter
6. Contamination Certification

If using a contractor, the recipient must use a contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction, unless otherwise approved by the Department in writing.

Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training.

In the event the cost of the Project is greater than \$250,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

- Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The recipient shall then submit the bid tabulations, bid analysis and intent to award to the Department for review and approval prior to issuing concurrence to a contractor, or
- Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.

The Recipient is responsible for providing the Department with a copy of the executed construction contract prior to work commencing.

**E. Unallowable Costs:** N/A

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT B

SCHEDULE OF FINANCIAL ASSISTANCE

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
440093 4 34 01	Non-federal STFF	088849	2025	751000	55.038	Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund	\$1,000,000.00
Total Financial Assistance							\$1,000,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$	\$	\$	\$			
Planning	\$	\$	\$	\$			
Environmental/Design/Construction	\$1,000,000.00	\$	\$	\$1,000,000.00	100%		
Totals	\$1,000,000.00	\$	\$	\$1,000,000.00			

\*Shifting items between these grant phases requires execution of an Amendment to the Florida Shared-Use Nonmotorized Trail Network Program Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Marcia Haines

Department Grant Manager Name

DocuSigned by:

Marcia Haines

Signature

11/05/2024 | 8:56 AM EST

Date

STATE OF FLORIDA Department OF TRANSPORTATION  
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

**EXHIBIT C**

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

**NOTICE OF COMPLETION**

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM  
GRANT AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and PINELLAS COUNTY

PROJECT DESCRIPTION: This project consists of the design activities of the Pinellas Loop -Phase 5 along San Martin Boulevard from Macoma Drive to Gandy Boulevard trail project. The project connects into the existing and committed trail segments/infrastructure to create a complete trail loop within the County.

FINANCIAL MANAGEMENT ID# 440093 4 34 01

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT final design plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

**EXHIBIT D**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM

**CSFA Number:** 55.038

**\*Award Amount:** \$1,000,000.00

\*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.038 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA Department OF TRANSPORTATION  
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

**EXHIBIT E**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

RESOLUTION NO. 24-73

RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE AND THE CLERK TO ATTEST AN AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (DEPARTMENT) AND PINELLAS COUNTY (COUNTY) FOR FUNDING OF DESIGN SERVICES ASSOCIATED WITH THE PINELLAS TRAIL LOOP PHASE 5 FROM SAN MARTIN BOULEVARD TO MACOMA DRIVE PROJECT (PROJECT) THROUGH THE FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT, DEPARTMENT FINANCIAL PROJECT NUMBER 440093 4 34 01.

WHEREAS, the Florida Shared-Use Nonmotorized Trail Network Agreement is authorized by Section 339.81, Florida Statutes to provide funds for the development of a nonmotorized trail network that will increase mobility and recreational alternatives for Florida's residents and visitors, enhance economic prosperity, enrich quality of life, enhance safety, and reflect responsible environmental stewardship; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.81, Florida Statutes; and

WHEREAS, the COUNTY has requested funding from the DEPARTMENT through the Florida Shared-Use Nonmotorized Trail Network Program Agreement for design services associated with the Project; and

WHEREAS, the DEPARTMENT will reimburse the COUNTY for expenses incurred during the agreement duration that are directly related to the Project; and

WHEREAS, the Project has been awarded funding for design services; and

WHEREAS, the COUNTY is responsible for the design services of the Project; and

WHEREAS, the COUNTY agrees to accept all future maintenance and other attendant costs occurring after completion of the new Trail facility; and

WHEREAS, it is required that execution of a formal Agreement for the transfer of funds for the above activities be entered into between the DEPARTMENT and the appropriate COUNTY officials.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Pinellas County, Florida, duly assembled this 15th day of October, 2024 authorizes the Chairman to execute and the Clerk to attest the Florida Shared-Use Nonmotorized Trail Network Agreement with the DEPARTMENT for funding of design services associated with the Pinellas Trail Loop Phase 5 Project, from San Martin Boulevard to Macoma Drive.

Commissioner Long offered the foregoing resolution and moved its adoption which was seconded by Commissioner Flowers, and upon roll call the vote was:

AYES: Peters, Scott, Eggers, Flowers, Justice, Latvala, and Long.

NAYS: None.

ABSENT OR NOT VOTING: None.

**APPROVED AS TO FORM**

By: Joseph A Morrissey  
Office of the County Attorney

\* \*

STATE OF FLORIDA Department OF TRANSPORTATION

**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

**EXHIBIT G**

**MAINTENANCE MEMORANDUM OF AGREEMENT**

The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as Exhibit "E". The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as Exhibit "G". The terms of the MMOA, Exhibit "G", shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.



**Pinellas Trail Loop – Phase 5**

**From San Martin Blvd. to Macoma Drive**

**Maintenance Memorandum of Agreement (Exhibit G)**

**Off-system Shared-Use Trail**

1. PINELLAS COUNTY (the COUNTY) acknowledges that the FLORIDA DEPARTMENT of TRANSPORTATION (the DEPARTMENT) will require the COUNTY to maintain the entire Shared-Use Trail Project, as depicted in the Construction Plans and Specifications of F.P.I.D. # 440093-4-34-01, in perpetuity, according to the DEPARTMENT standards, which include, but are not limited to, the Americans with Disabilities Act, Design Standards, and the Standard Specifications, and as amended from time to time.
2. The COUNTY shall attach its Resolution No. 24-73 and authorizes its officers to execute this agreement on its behalf.
3. Maintenance items to be maintained by the COUNTY shall include, but not be limited to: vegetation management, ornamental landscaping, trail heads, bathroom facilities, parking facilities, repair of slopes/erosion, removal of graffiti, boardwalks, gravity walls, sea walls, traffic barriers, railings, bollards, guardrail, signing, pavement markings, pedestrian/bicycle signals, lighting, benches, litter receptacles, bridges, box culverts, asphalt trail, drainage structures, aesthetic features, and all other features and components of the Shared-Use Trail Project. The COUNTY shall maintain pavement surfaces free from residue accumulation, algae, vegetation, and other slip or trip hazards. The COUNTY shall trim landscaping, mow, sweep, edge and provide weed control along the Shared-Use Trail Project corridor. The COUNTY shall ensure the safety of the Public by repairing slope erosion and maintaining signs, sign poles, striping, pavement symbols, traffic markings, detectable warning surfaces, pavers, crosswalks, bollards, delineators, walls, railings, barriers, guardrail, lighting, pedestrian/bicycle signals and any other safety features within the Shared-Use Trail Project corridor in accordance with DEPARTMENT standards. The COUNTY shall maintain paint on railings, sign poles, structures, etc. within the Shared-Use Trail Project corridor. Repairs to any Shared-Use Trail Project structural or safety feature shall be in kind and to DEPARTMENT standards. The COUNTY shall maintain all landscaping to DEPARTMENT standards or higher and all irrigation systems in good operational condition. The COUNTY shall maintain and repair the Shared-Use Trail Project at its sole cost and expense, in a good and workmanlike manner, and with reasonable care.
4. The COUNTY shall pay utility bills for lighting, signals, and irrigation and any additional cost associated with the Shared-Use Trail Project.
5. The COUNTY shall conduct an annual inspection of the Shared-Use Trail to ensure that all safety deficiencies are addressed.

6. When the Shared-Use Trail Project is at the end of its useful life, the COUNTY shall prioritize the Replacement or Reconstruction of the Shared-Use Trail Project as if it was a new Project.
7. If at any time the COUNTY has not performed the maintenance responsibility on the Shared-Use Trail Project in accordance with this Agreement, the DEPARTMENT shall have the option of (a) notifying the COUNTY of the deficiency with a requirement that it be corrected within a specified time; or (b) the DEPARTMENT may perform the necessary maintenance at the COUNTY'S sole cost and expense, and send an invoice to the COUNTY, equal to the cost incurred by the DEPARTMENT for such maintenance. Any action taken by the DEPARTMENT does not relieve any obligation of the COUNTY under the terms and conditions of this Agreement. Failure to perform maintenance of the Shared-Use Trail Project in accordance with this Agreement may impact DEPARTMENT funding participation in future COUNTY projects.
8. The DEPARTMENT may require the COUNTY to remove the Shared-Use Trail Project in whole or in part and restore the property to the condition that existed immediately prior to the effective date of this Agreement if the DEPARTMENT determines: (a) the Shared-Use Trail Project or project feature is not constructed or maintained in accordance with Section 1. of this Agreement, or (b) the COUNTY breaches a material provision (as determined by the DEPARTMENT) of this Agreement. Removal and restoration shall be completed by the COUNTY within 120 days of the DEPARTMENT'S written notice, or such time as the DEPARTMENT and the COUNTY mutually agree in writing. Removal and restoration shall be completed by the COUNTY in accordance with DEPARTMENT standards. Should the COUNTY fail to complete the removal and restoration work, the DEPARTMENT may complete the removal and restoration at the COUNTY'S sole cost and expense and send an invoice to the COUNTY, equal to the cost incurred by the DEPARTMENT for such removal and restoration.
9. This Agreement may be terminated under either of the following conditions: (a) by the DEPARTMENT, if the COUNTY fails to perform its duties under this Agreement, following ten (10) days written notice; or (b) by the DEPARTMENT, for refusal by the COUNTY to allow public access to public records subject to the provisions of Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FL**



By: 

By: \_\_\_\_\_

Title: Chair

Title: \_\_\_\_\_

ATTEST: KEN BURKE, CLERK


By: 

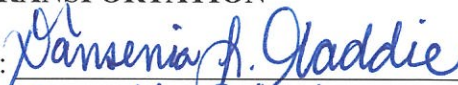
Attest: \_\_\_\_\_  
County Clerk  
(SEAL) and Date October 15, 2024.

Legal Review: \_\_\_\_\_

Date: \_\_\_\_\_

**FLORIDA DEPARTMENT OF TRANSPORTATION**

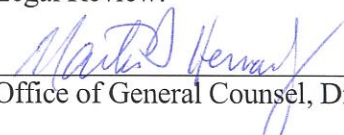
By:   
Francis Lewis, P.E.  
Director of Transportation Operations,  
District Seven

Attest:   
Title: Executive Secretary  
Date: 11/05/2024

Seal:



Legal Review:

  
Office of General Counsel, District Seven

APPROVED AS TO FORM

By: Joseph A Morrissey  
Office of the County Attorney

**EXHIBIT “A”**

**RESOLUTION**

RESOLUTION NO. 24-73

RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE AND THE CLERK TO ATTEST AN AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (DEPARTMENT) AND PINELLAS COUNTY (COUNTY) FOR FUNDING OF DESIGN SERVICES ASSOCIATED WITH THE PINELLAS TRAIL LOOP PHASE 5 FROM SAN MARTIN BOULEVARD TO MACOMA DRIVE PROJECT (PROJECT) THROUGH THE FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT, DEPARTMENT FINANCIAL PROJECT NUMBER 440093 4 34 01.

WHEREAS, the Florida Shared-Use Nonmotorized Trail Network Agreement is authorized by Section 339.81, Florida Statutes to provide funds for the development of a nonmotorized trail network that will increase mobility and recreational alternatives for Florida's residents and visitors, enhance economic prosperity, enrich quality of life, enhance safety, and reflect responsible environmental stewardship; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.81, Florida Statutes; and

WHEREAS, the COUNTY has requested funding from the DEPARTMENT through the Florida Shared-Use Nonmotorized Trail Network Program Agreement for design services associated with the Project; and

WHEREAS, the DEPARTMENT will reimburse the COUNTY for expenses incurred during the agreement duration that are directly related to the Project; and

WHEREAS, the Project has been awarded funding for design services; and

WHEREAS, the COUNTY is responsible for the design services of the Project; and

WHEREAS, the COUNTY agrees to accept all future maintenance and other attendant costs occurring after completion of the new Trail facility; and

WHEREAS, it is required that execution of a formal Agreement for the transfer of funds for the above activities be entered into between the DEPARTMENT and the appropriate COUNTY officials.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Pinellas County, Florida, duly assembled this 15th day of October, 2024 authorizes the Chairman to execute and the Clerk to attest the Florida Shared-Use Nonmotorized Trail Network Agreement with the DEPARTMENT for funding of design services associated with the Pinellas Trail Loop Phase 5 Project, from San Martin Boulevard to Macoma Drive.

Commissioner Long offered the foregoing resolution and moved its adoption which was seconded by Commissioner Flowers, and upon roll call the vote was:

AYES: Peters, Scott, Eggers, Flowers, Justice, Latvala, and Long.

NAYS: None.

ABSENT OR NOT VOTING: None.

**APPROVED AS TO FORM**

By: Joseph A Morrissey  
Office of the County Attorney

\* \*

STATE OF FLORIDA Department OF TRANSPORTATION

**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

**EXHIBIT H**

**CONTRACT PAYMENT REQUIREMENTS**

**Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.