

**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: *Keith Peter*

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

Title: Chair

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

ATTEST: KEN BURKE, CLERK

By: *Ken Burke*

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

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

**FLORIDA DEPARTMENT OF TRANSPORTATION**

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

Attest: *Pamela J. Gladdie*  
Title: Executive Secretary  
Date: 11/05/2024

Seal:



Legal Review: \_\_\_\_\_  
*Mark D. Hernandez*  
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

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