

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. _____ 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

(SEAL)
ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Attest: _____
County Clerk
(SEAL) and Date _____

Legal Review: _____
Date: _____

FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____

Attest: _____

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

Title: _____
Date: _____

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