

Maintenance MOA Language for Multi-Use Trail Project within FDOT's Right-of-Way

1. The LOCAL GOVERNMENT acknowledges that the DEPARTMENT will require the LOCAL GOVERNMENT to maintain the entire Multi-Use Trail Project, as depicted in the Construction Plans and Specifications of F.P.I.D. # _____, for the useful life of the Multi-Use Trail Project, 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. Maintenance items to be maintained by the LOCAL GOVERNMENT 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, guardrail, signing, pavement markings, pedestrian/bicycle signals, lighting, benches, litter receptacles, and aesthetic features. The LOCAL GOVERNMENT shall maintain pavement surfaces free from residue accumulation, algae, vegetation, and other slip or trip hazards. The LOCAL GOVERNMENT shall trim landscaping, mow (if a higher standard than the DEPARTMENT standard is desired), sweep, edge and provide weed control along the Multi-Use Trail Project corridor from _____ to _____ from _____ to _____. The LOCAL GOVERNMENT 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 Multi-Use Trail Project corridor in accordance with DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain paint on railings, sign poles, structures, etc. within the Multi-use Trail Project corridor. Repairs to any Multi-Use Trail Project structural or safety feature shall be in kind and to DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain all landscaping to DEPARTMENT standards and all irrigation systems in good operational condition. The LOCAL GOVERNMENT shall maintain and repair the Multi-Use Trail Project at its sole cost and expense, in a good and workmanlike manner, and with reasonable care.
3. The Parties acknowledge and agree that the design plans for the Multi-Use Trail Project may not yet be finalized and are subject to review by the Department. Upon completion of the Multi-Use Trail Project, the Parties shall amend this Agreement to attach the latest version of the construction plans for the Multi-Use Project to this Agreement in order to show the extent of the Multi-Use Trail Project to be maintained by Recipient. The Recipient approves and delegates to Name, Title, the authority to enter into an amendment of this Agreement to attach the latest version of the construction plans as described above. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the latest construction plans.
4. The DEPARTMENT shall mow, including litter control associated with the mowing cycle, within the Multi-Use Trail Project as defined in Section 2. of this Agreement according to

the Maintenance Rating Program (MRP) Manual. Mowing and litter control requirements above MRP standards shall be handled and performed by the LOCAL GOVERNMENT.

5. The DEPARTMENT shall maintain the pavement and bridge structures within the Multi-Use Trail Project as defined in Section 2. of this Agreement according to the DEPARTMENT Standards. The LOCAL GOVERNMENT shall maintain any aesthetic features associated with bridge structures, including, but not limited to, custom paint or coatings. Any requests for additional maintenance shall be handled and performed by the LOCAL GOVERNMENT.
6. The LOCAL GOVERNMENT shall pay utility bills for lighting, signals, and irrigation associated with the Multi-Use Trail Project.
7. The LOCAL GOVERNMENT shall conduct an annual inspection of the Multi-Use Trail Project to ensure that any and all safety deficiencies are addressed.
8. When the Multi-Use Trail Project is at the end of its useful life, the LOCAL GOVERNMENT shall prioritize the Replacement or Reconstruction of the Multi-Use Trail Project as if it was a new Project.
9. Should the LOCAL GOVERNMENT desire to add future amenities to the Multi-Use Trail Project, the LOCAL GOVERNMENT shall contact the DEPARTMENT for prior approval.
10. If at any time the LOCAL GOVERNMENT has not performed the maintenance responsibility on the Multi-Use Trail Project in accordance with this Agreement, the DEPARTMENT shall have the option of (a) notifying the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT'S sole cost and expense, and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such maintenance. Any action taken by the DEPARTMENT does not relieve any obligation of the LOCAL GOVERNMENT under the terms and conditions of this Agreement. Failure to perform maintenance of the Multi-Use Trail Project in accordance with this Agreement may impact DEPARTMENT funding participation in future LOCAL GOVERNMENT projects.
11. The DEPARTMENT may require the LOCAL GOVERNMENT to remove the Multi-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 Multi-Use Trail Project or project feature is not or maintained in accordance with Section 1. of this Agreement; or (b) the LOCAL GOVERNMENT breaches a material provision (as determined by the DEPARTMENT) of this Agreement. Removal and restoration shall be completed by the LOCAL GOVERNMENT within _____ days of the DEPARTMENT'S written notice, or such time as the DEPARTMENT and the LOCAL GOVERNMENT mutually agree in writing. Removal and restoration shall be completed by the LOCAL GOVERNMENT in accordance with DEPARTMENT standards. Should the LOCAL GOVERNMENT fail to complete the removal and restoration work, the

DEPARTMENT may complete the removal and restoration at the LOCAL GOVERNMENT'S sole cost and expense and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such removal and restoration.

12. The DEPARTMENT may remove, relocate, or adjust the Multi-Use Trail Project in whole or in part at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent State Road be widened, altered, or otherwise changed. The DEPARTMENT shall give the LOCAL GOVERNMENT notice regarding such removal, relocation, or adjustment.
13. This Agreement may be terminated under either of the following conditions: (a) by the DEPARTMENT, if the LOCAL GOVERNMENT fails to perform its duties under this Agreement, following ten (10) days written notice; or (b) by the DEPARTMENT, for refusal by the LOCAL GOVERNMENT to allow public access to public records subject to the provisions of Chapter 119, Florida Statutes.