

**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
MANATEE COUNTY**

This is an Agreement, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, the "DEPARTMENT") and Manatee County, a political subdivision of the State of Florida (hereinafter, "LOCAL AGENCY") for the maintenance of off system post-project transportation enhancements described below.

WITNESSETH

1. WHEREAS, pursuant to Fla. Stat. §339.08, and the Moving Ahead for Progress in the 21st Century (MAP-21), the DEPARTMENT is authorized to undertake a project within the LOCAL AGENCY geographical limits; and
2. WHEREAS, said project is identified and known to the parties as Financial Project # **435369-1-52-01**, FAP # **8886-877-A**, which will benefit the LOCAL AGENCY; and
3. WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the LOCAL AGENCY to maintain the project; and
4. WHEREAS, the LOCAL AGENCY by Resolution No. _____, dated _____, a copy of which is attached hereto and made a part hereof as **Exhibit A**, has consented to and approved the Agreement and has authorized its Chairperson or designee to execute said Agreement.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The DEPARTMENT has undertaken the project and obtained approval for federal participation on the roadway improvements at the following location.
 - The project will consist of widening Moccasin Wallow Road to provide for an exclusive left turn lane on the east approach; as shown in **Exhibit B, attached and incorporated by reference.**
2. It is understood and agreed by the parties that upon completion of the project, the LOCAL AGENCY shall be responsible, at its costs, for maintenance of said project in accordance with the following federally accepted state standards: (a) Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (2012), as amended.
3. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements

whether oral or written. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

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INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Manatee County has caused this Agreement to be executed in its behalf through its Chairperson or designee, and THE FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary for District One, as indicated below. This Agreement shall become effective on:

Department to enter date.

MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT
AND COMPTOLLER**

**BY: ITS BOARD OF COUNTY
COMMISSIONERS**

BY: _____
DEPUTY CLERK

BY: _____
CHAIRPERSON

PRINT NAME

PRINT NAME

Date

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

BY: _____

BY: _____
DISTRICT ONE SECRETARY
OR DESIGNEE

PRINT NAME

PRINT NAME

TITLE

DATE

TITLE

DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

BY: _____

