

**TRANSPORTATION POST PROJECT MAINTENANCE AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF NAPLES**

This is an Agreement, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, the "DEPARTMENT") and CITY OF NAPLES (hereinafter, "LOCAL AGENCY") for the maintenance of post-project transportation enhancements described below.

W I T N E S S E T H

1. WHEREAS, pursuant to Fla. Stat. §339.08, and the Intermodal Surface Transportation Efficiency Act of 1991, 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 # **CITY OF NAPLES**, FAP # **7777 184A**, 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, has consented to and approved the Agreement and has authorized its Mayor 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 sidewalk construction on Crayton Road from Oleander Drive to Banyan Boulevard.
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 (2005), 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.
4. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

IN WITNESS WHEREOF, the CITY OF NAPLES has caused this Agreement to be executed in its behalf through its Mayor 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.

CITY OF NAPLES, FLORIDA

ATTEST

BY: _____

BY: _____

MAYOR, OR DESIGNEE

PRINT NAME

PRINT NAME

TITLE

DATE

DATE

CITY OF NAPLES LEGAL REVIEW:

BY: _____

DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

BY: _____

BY: _____

DISTRICT ONE SECRETARY
OR DESIGNEE

PRINT NAME

PRINT NAME

TITLE

DATE

TITLE

DATE

PROJECT MANAGER APPROVED:

FLA. DEPT. OF TRANS. LEGAL REVIEW:

BY: _____

BY: _____