

**MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION AND THE STATE OF FLORIDA,
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

This Memorandum of Understanding (the “MOU”) is entered into this ____ day of _____, 20__ (the “Effective Date”), by and between the **State of Florida, Department of Transportation**, an agency of the State of Florida (hereinafter called “**FDOT**”), and ____ the **State of Florida, Department of Environmental Protection** (hereinafter called “**FDEP**”), each referred to herein as, a “Party”, and collectively as the “Parties”.

RECITALS

WHEREAS, the Florida Keys Overseas Heritage Trail (“FKOHT”) is a multi-use bicycle and pedestrian facility that serves as a recreational and alternative transportation paralleling U.S. Highway 1 which currently features more than 90 linear miles of existing trail paved in segments along a planned 106-mile corridor from Key Largo to Key West; and

WHEREAS, FDEP has secured partial funding in Fiscal Years 2026 and 2028 via FDOT’s Transportation Alternatives (TA) and SUNTrail programs to design and construct the unfinished 4-mile portion of the FKOHT between MM 15.85 and MM 19.85 (the “Project Limits”), Roadway ID 90931002 BMP 14.34 EMP 17.988; and

WHEREAS, the Parties agree that it is in the best interest of each Party for FDOT to undertake and to complete all aspects of Project FM# 440909-2 and 440909-3 (the “Project”), including the design, construction, construction inspection, and maintenance during construction within the Project Limits, utilizing the aforementioned funding secured by FDEP up to the amount available for the Project in the FDOT Work Program; and

WHEREAS, the Parties agree to herein memorialize each Party’s responsibilities with regard to the Project.

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. **Recitals.** The Recitals set forth above are incorporated into and are made a part hereof.
2. **Term.** The term of this MOU shall commence on the Effective Date and shall terminate only upon mutual written agreement of the Parties.
3. **FDOT’s Roles and Responsibilities.**
 - a. FDOT shall design and construct the shared use path, drainage, signing and marking, lighting and signalization, and construct, reconstruct, and relocate utilities within the Project Limits. FDOT shall also perform construction inspection and maintenance during construction and other associated tasks in order to effectively administer the Project. All Project work performed by FDOT shall be only up to the amount of available funding secured by FDEP in the FDOT Work Program for

Fiscal Years 2026 and 2028.

4. FDEP's Roles and Responsibilities.

- a. FDEP, through previously secured grants, shall fully fund all phases of the Project pursuant to this MOU.

5. Time is of the Essence. Time is expressly made of the essence with respect to each and every provision of this MOU.

6. Execution and Binding Effect. This MOU may be executed in counterparts, and when taken together, the same shall constitute a binding agreement on all Parties. A photocopy or facsimile copy of this MOU and any signatory hereon shall be considered for all purposes as an original.

7. Assignment. This MOU shall be binding upon and shall insure to the benefit of the Parties hereto, and their respective successors, permitted assigns, heirs and legal representatives; provided, however that this MOU may not be assigned by either Party without the express written consent of the other Party.

8. Governing Law and Venue. This MOU is governed by and shall be interpreted and enforced under the laws of the State of Florida. Venue for any actions or suits arising from or related to this MOU shall be in the Circuit Courts of Leon County, Florida.

9. Entire Agreement. This MOU constitutes the entire agreement between the Parties and may be amended or modified only in writing of the same formality by this MOU and executed by each Party.

IN WITNESS WHEREOF, the Parties have read and agree with the terms and conditions of this MOU.

STATE OF FLORIDA,

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Chuck Hatcher
Chuck Hatcher, Director

Date: _____

Approved as to form and legality:

By: Karen Armstrong

STATE OF FLORIDA,

DEPARTMENT OF TRANSPORTATION

By: Daniel Iglesias

Date: 02/26/2025 | 4:28 PM EST

Approved as to form and legality:

By: Alicia Trujillo