

MEMORANDUM OF UNDERSTANDING
Between
U. S. Department of Agriculture, Forest Service
National Forests in Florida
And the
Florida Trail Association, Inc.

On behalf of the Florida National Scenic Trail (FNST), this Memorandum of Understanding is entered into and between the Florida Trail Association, Inc., hereinafter referred to as the FTA, and the U.S. Department of Agriculture, Forest Service, National Forests in Florida, hereinafter referred to as the Forest Service.

PREFACE

The Florida National Scenic Trail (FNST) is a significant resource extending the length of Florida that provides long-distance trail opportunities for hikers and unique opportunities for compatible, nonmotorized recreation for day users. Stretching from the subtropical Big Cypress National Preserve in southern Florida to the temperate climates of Gulf Islands National Seashore in the western panhandle, this trail follows many rivers and lakes under forest canopies of cypress, palms, moss-draped live oaks, pine flatwoods and sand pine scrub before following the surf of the Gulf of Mexico. The FNST is comprised of the primary, through trail, route from Big Cypress National Preserve to Gulf Islands National Seashore, and two major side trails. The side trails are the Blackwater route that connects the through trail to the Alabama state line where it connects into an Alabama trail system and eventually the Appalachian National Scenic Trail, and the Ocean to Lake trail that connects the through trail from Lake Okeechobee to the Atlantic Ocean.

Since 1966 when FTA constructed the first section of the Florida Trail in the Ocala National Forest, FTA's volunteers have built and maintained over 1000 miles of this public hiking trail. When complete, the primary through trail route of the FNST will be approximately 1,400 miles long, and the side trails will total over 200 miles.

Congress asked the National Park Service to study the Florida Trail for inclusion into the National Trails System in 1981. On March 28, 1983, Public Law 98-11 amended the National Trails System Act by designating the Florida Trail as a national scenic trail and named the Secretary of the Department of Agriculture as its Federal administrator. In 1986, the Chief of the USDA Forest Service approved the comprehensive plan for the trail describing how the trail is to be implemented including delegating administrative authority for the FNST to the National Forests in Florida. In order to strengthen the partnership to build, manage and protect the FNST, the National Forests in Florida and the FTA entered into challenge cost share agreements in 1999, 2003 and 2007. Through these agreements, the Forest Service and FTA combine significant monetary and volunteer contributions to build, maintain, manage and protect the FNST. Section 7(h)(1) of the National Trails System Act (P.L. 90-543, 82 STAT. 919: 16 USC 1246H), specifically authorizes this partnership for the trail:

“(h) (1) ... When deemed to be in the public interest, such Secretary may enter written cooperative agreements with the States or their political subdivisions, landowners, private

organizations, or individuals to operate, develop, and maintain any portion of such a trail either within or outside a federally administered area. Such agreements may include provisions for limited financial assistance to encourage participation in the acquisition, protection, operation, development, or maintenance of such trails, provisions providing volunteer in the park or volunteer in the forest status (in accordance with the Volunteers in the Parks Act of 1969 and the Volunteers in the Forests Act of 1972) to individuals, private organizations, or landowners participating in such activities, or provisions of both types.”

Additional laws and policies regarding the management of the FNST are:

- National Trails System Act of 1968, section 7(h)(1), (P.L. 90-543, 82 STAT. 919: 16 USC 1246H)
- Florida National Scenic Trail Comprehensive Plan of 1986
- Volunteers in the National Forests (P.L. 92-300, 96 STAT. 147: 16 USC 558)
- Federal Land Policy and Management Act (43 USC 1701-1782)
- National Environmental Policy Act of 1970 (P.L. 91-190, 83 STAT. 852)
- FTA Bylaws and Incorporation papers of December 16, 1964

I. PURPOSE

The purpose of this Memorandum of Understanding is to:

- A. Facilitate the improvement, management, operation and protection of the FNST as a continuous long-distance trail with hiking as its primary use, consistent with the National Trails System Act, the FNST Comprehensive Management Plan and FNST management agreements for certified segments of the trail.
- B. Facilitate the coordination, development and distribution of informational, educational and interpretive material related to the FNST.
- C. Encourage and manage volunteer involvement in the management and operation of the FNST.
- D. Recognize FTA as the Forest Service’s primary partner in the management and operation of the FNST.
- E. Document the agreement to coordinate the management and operation of the FNST.

II. STATEMENT OF MUTUAL INTEREST AND BENEFIT

The Forest Service is dedicated and committed by law to effectively administrating the FNST through partnerships with public agencies and private interests.

The FTA is a nonprofit corporation established for preserving, improving and maintaining the FNST and other hiking trails in Florida. The FTA is a volunteer-based organization of hikers dedicated to coordinating, developing, improving, maintaining, protecting and promoting the FNST. Membership in the FTA is open to all hiking and trail-minded individuals and other interested public and private parties. Any individual interested in participating in and supporting the goals of the FNST as established in the FNST Comprehensive Plan may join this effort. FTA began the construction of the Florida Trail in 1966 entirely through volunteer efforts. The

organization has developed expertise in identifying trail location, trail building and maintenance, volunteer development and ability to partner with agencies and landowners/managers in an effort to complete the Florida National Scenic Trail.

It is to the mutual benefit of the Forest Service and FTA to comprehensively plan, manage, operate and protect the FNST in a coordinated manner. Furthermore, it is mutually beneficial to maintain the trail and encourage its public use by supporting volunteer involvement in all aspects of the trail. Continuous efforts are underway to locate and construct the trail in the most desirable location, consistent with the FNST Comprehensive Plan. Through coordination and cooperation, the trail passes through the lands of nearly every public agency in Florida with significant holdings.

III. THE FLORIDA TRAIL ASSOCIATION AGREES TO:

- A. Coordinate with the Forest Service in developing, publishing and distributing informational, educational and interpretive materials related to the FNST. The FTA will publish a magazine or newsletter encouraging the use, enjoyment, protection, and improvement of the FNST. The FTA will develop and maintain publications encouraging volunteer involvement in FNST projects and programs. The FTA will update FNST hiking maps, promotional brochures, and trail and hiking information.
- B. Coordinate with the Forest Service to ensure trail standards are met on all FNST projects conducted by FTA or volunteers cooperating with the FTA across lands administered by partner landowners.
- C. Initiate efforts for developing volunteer recruitment and donation program for the purpose of providing assistance to the Forest Service in the management and operation of the FNST.
- D. Assist the Forest Service in developing trail management and protection strategies, and construction, reconstruction, and maintenance plans for the FNST.
- E. Designate a representative to meet and coordinate activities with the Forest Service.
- F. FTA will be responsible for ensuring that the tools provided by the Forest Service are used on the Florida National Scenic Trail for official government business by people who have been properly trained and outfitted.
- G. Forest Service tools and equipment provided to FTA for use on the FNST are considered "on loan" to FTA.
- H. FTA will be responsible for conducting an annual inventory of the tools provided by the Forest Service and for ensuring that they are properly maintained with financial support from the Forest Service if appropriate. Any such financial resources would be committed through subsequent agreement documentation. This Memorandum of Understanding does not commit any financial resources.

- I. FTA will be responsible for distributing the equipment according to trail maintenance needs.
- J. FTA will be responsible for returning the tools to the Forest Service if requested.
- K. FTA will be responsible for distributing required Personal Protective Equipment as provided by the Forest Service for its trail volunteers' use as per the applicable Job Hazard Analysis, and FTA will require its trail volunteers to comply with the Forest Service Health and Safety Code Handbook.
- L. FTA will be responsible for maintaining records of the training, certifications and recertifications of volunteers conducted by instructors pursuant to the requirements contained within the Forest Service Health and Safety Code Handbook. FTA shall make these records available to the Forest Service upon request.

IV. THE FOREST SERVICE AGREES TO:

- A. Provide advice to and coordinate with the FTA in developing trail construction, reconstruction, signage, maintenance, land protection and management projects, and volunteer safety with emphasis on ensuring trailwide consistency of management operations, development and maintenance standards, and conformance with applicable laws, regulations and policies.
- B. Provide advice to the FTA in developing, publishing and distributing informational, educational, and interpretive materials related to the FNST. The Forest Service will periodically provide articles for publication in the FTA newsletter.
- C. Provide FTA opportunities to comment on Forest Service publications and forest management plans about the FNST.
- D. Advise the FTA of trail standards to be met on the FNST projects conducted by FTA volunteers.
- E. Cooperate with the FTA in the development of volunteer programs including recruitment and training of volunteers. Coordinate Forest Service and other volunteer programs with the FTA.
- F. Accept contributions through separate agreement or through the Acceptance of Gifts Act of 1918 specifically for the development and publication of materials describing the FNST and its management, operation, and protection.
- G. Designate a Forest Service manager for the trail who will provide coordination with the FTA designated representative on FNST matters.
- H. Provide leadership in implementation of Forest Service initiated trail construction, protection, land acquisition and management projects.

- I. Jointly develop and conduct instruction sessions with FTA for volunteers who will perform trail activities on the FNST.
 - J. Use the Forest Service's volunteer programs to allow and encourage FTA and other volunteers to participate in projects occurring on the FNST. Provide Volunteers in National Forests status, in accordance with the Volunteers in the National Forests Act of 1972, to all volunteers participating in activities pursuant to this Memorandum of Understanding
 - K. Provide FTA with notice to make timely comments on Forest Service actions that may affect the FNST.
 - L. Provide FTA with known appropriate information about the actions of other public and private interests that may affect the FNST.
 - M. Authorize FTA to use the FNST logo on publications, letterhead, and other materials related to the FNST and its activities subject to Forest Service approval and in keeping with established laws and regulations pertaining to the use of trademarks, copyrights and other pertinent regulations affecting the use of these types of symbols. Authorize FTA to use the Association's "FT" symbol that is within the Florida National Scenic Trail logo for its own purposes.
 - N. Authorize FTA to serve as monitor and first level advisor for use of the FNST logo. Use of the FNST logo by other parties must be approved in advance by the Forest Service.
 - O. Allow FTA to gather information about the FNST and its conditions from various field units through the Forest Service computer systems.
 - P. Use the Forest Service funding process as available and appropriate to assist the FTA with costs of activities pursuant to this Memorandum. Any exchange of funds will be accomplished through a separate agreement signed by both parties.
 - Q. Maintain contact with all levels of Government to coordinate public sector development of the Trail and to be responsible for coordinating all planning and development efforts for the Trail.
- V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN SAID PARTNERS:**
- A. To coordinate the budgeting and development of annual FNST work programs addressing trail construction, management, operation, maintenance, volunteer safety, inventory and data management, outreach activities and land acquisition and management and trail protection initiatives.
 - B. To jointly plan and conduct periodic FNST management meeting of trail partners with the objective of coordinating management and protection of the FNST in accordance with the FNST Comprehensive Management Plan and FNST certification agreements.

- C. To prepare and submit regular reports of progress made toward annual FNST work programs is essential. At least annually, the parties will meet to jointly review matters covered under the Memorandum and annual FNST work programs. It is the intent of the parties to arrange for continuing consultation to reach prompt agreement on matters covered by this Memorandum and work programs. The Forest Service trail manager shall be responsible for arranging consultation meetings. The Executive Director or designee from FTA shall be included in setting the meeting agenda. Changes in work programs and future goals may be established by mutual consent. To maintain two-way communication and consultation essential to the success of this partnership. Actions by either party which affect items of mutual interest will follow this principle.
- D. The representative for the Forest Service will be the FNST Manager. The FTA contact person(s) will be the Executive Director and the FNST Liaison unless otherwise notified in writing by the President of the FTA.

The principal contacts for this instrument are:

Forest Service Project Contact	Cooperator Project Contact
Michelle Mitchell	Deborah R. Stewart-Kent
Florida Trail Program Manager	Executive Director
325 John Knox Road Suite F-100	5415 SW 13 Street
Tallahassee, FL 32303-4160	Gainesville, FL 32608
Phone: 850-523-8538	Phone: 352-378-8823
FAX: 850-523-8578	FAX: 352-378-4550
E-Mail: mmitchell@fs.fed.us	E-Mail: dstewart-kent@floridatrail.org

- E. The extension of benefits under the provisions of this agreement shall be without discrimination as to race, color, creed, sex or national origin.
- F. Nothing contained in this Memorandum nor contribution made by the FTA will entitle the FTA to share any interest in the FNST other than the rights of use subject to the rules and regulations of the Forest Service.
- G. This MOU takes effect upon the signature of the Forest Service and FTA and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the Forest Service or FTA and the subsequent written concurrence of the other. Either the Forest Service or FTA may terminate this MOU with a 60-day written notice to the other.
- H. This instrument in no way restricts the Forest Service or the FTA from participating in similar activities with other public or private agencies, organizations and individuals.
- I. Nothing in this MOU shall obligate either the Department of Agriculture or FTA to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and FTA will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not

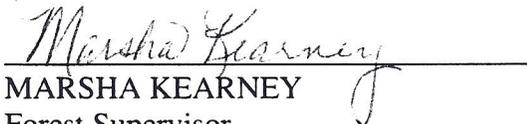
provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

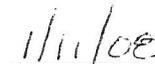
- J. The Forest Service and FTA and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- K. Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
- L. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
- M. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

In Witness Whereof, the parties hereto have executed the MOU on the respective dates indicated below:


DEBORAH R. STEWART-KENT
Executive Director
Florida Trail Association

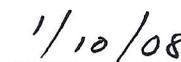

Date


MARSHA KEARNEY
Forest Supervisor
National Forests in Florida
USDA Forest Service


Date

This agreement has been reviewed and approved for format and authority.


SHARON A. MOORE
FS Agreements Specialist


Date