MEMORANDUM OF UNDERSTANDING
Between The
FLORIDA TRAIL ASSOCIATION, INC.
And The
USDA, FOREST SERVICE
NATIONAL FORESTS IN FLORIDA

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Florida Trail Association, Inc., hereinafter referred to as "FTA," and the United States Department of Agriculture (USDA), Forest Service, National Forests in Florida, hereinafter referred to as the "U.S. Forest Service."

Background: Florida Trail Association and the U.S. Forest Service understands the Florida National Scenic Trail (FNST) is a complicated resource whose future character is shaped by the actions of a myriad of stakeholders. In this environment, even partners with strong conceptual and theoretical agreement can find themselves struggling for common ground on a given detail. Both organizations seek a communication framework that is reflective of the complexities within which they are working. This MOU is intended to document that framework and set it in motion as a partnership tool for both parties' benefit.

This MOU is informed by the following existing agreements and guiding documents:

- FNST Comprehensive Plan of 1986
- Volunteers in the National Forests Act of 1972 (P.L. 92-300, 83 STS. 147: 16USC 558)
- National Forest System Trails Stewardship Act of 2016
- 2018 FNST Strategic Plan and Implementation Guide
- FTA Bylaws and Articles of Incorporation
- U.S. Forest Service & FTA Sponsored Volunteer Agreement

Definitions:

Consult-- referring to the Communication Framework provided as Attachment 1, consultation is the routine, ongoing, day-to-day sharing of relevant information needed to allow FNST related activities to continue smoothly. Consultation is generally informal and occurs on issues and topics that are characterized by low potential for controversy, low levels of Strategic Interest for each individual partner, and low or non-existent shared decision and implementation between partners. Consultation is not a decision making or decision notification process for topics of Strategic Interest. It is used to implement
strategic decisions made and documented through cooperation, coordination, or collaboration.

Cooperate — referring to the Communication Diagram, cooperation is the coming together of partners to discuss and strive for common ground on issues or activities in which both partners have Strategic Interest. Cooperation involves an open and honest exchange of information, respect for each other’s position, and a reasonable attempt on the part of both parties to accommodate the needs and input of the other partner. The output of cooperation may not be a decision both partners can fully support, but it should be a decision all parties can live with or at least understand sufficiently to explain the decision rationale to others. Cooperation can be via informal channels, but should be documented in partnership files.

Collaborate — referring to the Communication Diagram, collaboration should occur when an issue or activity of high Strategic Interest and a shared decision is desired. Collaboration is working together to create or decide upon something new in support of a shared mission and vision. The outcome of collaboration is mutual agreement to wholly embrace the creation or decision, and to focus collective organizational efforts on its realization or implementation.

Coordinate — referring to the Communication Diagram, coordination is the routine, day-to-day alignment of operations and resources so that each party can accomplish their part in support of an already decided upon mutual objective. Coordination is about teamwork in the implementation of activities and issues that are of relatively low Strategic Interest because either all necessary decisions have been made or the decisions necessary for implementation are not precedent setting and have no potential to alter or influence a partner’s mission or vision for the Florida National Scenic Trail. Coordination is generally informal.

Decision Partner — the partner who holds the primary legal responsibility, liability, and accountability for any given decision is said to be the Decision Partner.

Implementation Partner — the partner who can implement a given decision with minimal input or participation from the other is said to be the Implementation Partner.

Strategic Interest — a topic, issue, or activity that involves or has the potential to involve aspects of mission or vision as defined for both partners and the partnership in this document.

Title: Florida National Scenic Trail (FNST)

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to undertake the following in accordance with the following provisions. To accomplish this we plan to facilitate the development, maintenance, and protection of the Florida National Scenic Trail as a continuous long-distance trail, consistent with the FNST Comprehensive Management Plan and the
National Trail System Act. Encourage and facilitate volunteer involvement in the development, maintenance and protection of the FNST. Recognize the FTA as a partner in the development, maintenance and protection of the FNST. Document the agreement between the USFS and the FTA to coordinate in the development, maintenance and protection of the FNST in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is a federal agency dedicated to sustaining the health, diversity, and productivity of the nation’s 193 million acres of forests and grasslands to meet the needs of present and future generations. The U.S. Forest Service is the congressionally designated Administrator of the 1,500 mile Florida National Scenic Trail (FNST). In this role, the U.S. Forest Service is committed to realizing the full value of the FNST to “provide for maximum outdoor recreation potential and for the conservation and enjoyment of the nationally significant scenic, historic, natural, or cultural qualities of the areas through which [the trail] may pass” (P.L. 90-543). The U.S. Forest Service is also committed to encouraging and assisting “volunteer citizen involvement in the planning, development, maintenance, and management” of the Florida Trail (P.L. 90-543).

The U.S. Forest Service envisions a future for the FNST where: (1) the natural and cultural resources of the FNST corridor are protected and conserved to afford a unique scenic trail experience; (2) a complete Florida National Scenic Trail provides a seamless, optimum recreation experience enjoyed and appreciated by diverse audiences; and (3) the FNST attracts broad local, state, and national community and citizen support and engagement.

As the congressionally designated administrator of the FNST, the U.S. Forest Service desires the trail to provide readily available, safe, educational, and memorable opportunities across a spectrum of challenges; recreationists can expect signage, maintenance, accessibility, and interpretation to be standardized and to meet best trail management practices; and recreationists recognize and identify their experience as part of the larger, distinct National Scenic Trail experience.

To accomplish its vision and desires for the FNST, the U.S. Forest Service:

- provides continuous oversight of the FNST;
- coordinates with federal and non-federal land managing authorities;
- develops and oversees certification and management agreements;
- maintains the official FNST spatial data and map record;
- coordinates development and issuance of relevant FNST policy and regulations, including marking and signage;
- complies with the National Environmental Policy Act and National Historic Preservation Act;
- coordinates land acquisition program management; and
provides cultural and technical resource assistance.

The mission of the FTA is to "build, maintain, protect, and promote the unique Florida National Scenic Trail (Florida Trail), along with a network of hiking trails throughout the state of Florida. Together with our partners, the Association provides opportunities for the public to contribute to meaningful volunteer work, engage in outdoor recreation, and participate in environmental education."

As an organization uniquely interested in the FNST, FTA envisions the trail as primarily a natural-surface footpath through wild and natural landscapes. FTA envisions visitors on the FNST will feel as if they're traversing Florida's original landscapes, encountering the natural fauna and flora. Road walks, other paved surfaces, etc., are only part of the FNST where necessary, and their use and intent is either as an interim solution or as a unique scenic feature that still maximizes the natural intent stated above. The FNST is clearly blazed and signed along the entire route, and users know they are on it. At trailheads and other appropriate places, engaging displays of useful information await the user and the curious public. FTA desires the FNST to be well-known in Florida and throughout the United States, for a vibrant community of volunteer supporters, maintainers and users who care for, defend, and promote the FNST.

To accomplish its vision and desires for the FNST, the FTA:
- administers and represents a statewide volunteer program for the purpose of encouraging the involvement of individuals and user groups in the development and maintenance of the FNST;
- supports the planning, design, construction and maintenance of the FNST and supporting facilities;
- provides up-to-date information for trail users and land managers;
- works toward consistency in management across resource and organization boundaries;
- monitors the condition of trail and trail support facilities for the purposes of better maintenance and management;
- provides education and safety programs to provide for sustainable use of the trail and the next generation of stewards; and
- accepts donations for land acquisition and trail maintenance.

Together, the U.S. Forest Service and the FTA desire to leverage their unique strengths to establish and protect the Florida National Scenic Trail (FNST) as a federally-designated, non-motorized, recreation trail located within a corridor of resources that represents the diverse scenic, historic, natural, and cultural character of the State of Florida.

In consideration of the above premises, the parties agree as follows:

III. THE FLORIDA TRAIL ASSOCIATION SHALL:
A. Maintain effective communication with membership through established FTA organizational structures to actively engage volunteers in management of FNST to meet NTSA intent of engaging volunteers in management of National Trails.

B. Coordinate with the FS in developing, publishing and distributing information, educational and interpretive materials related to the FNST and its related resources. The FTA will maintain a public website and publications to encourage volunteer involvement in FNST activities. The FTA will update its own FNST maps, brochures and information using US Forest Service FNST base data.

C. Take the lead in recruiting, training, and managing volunteer and volunteer organizations in the maintenance and stewardship of the FNST where appropriate and practical. Facilitate consistency in volunteer management across partner boundaries including, but not limited to: training, certification, management and reporting.

D. Assist the U.S. Forest Service and FNST land managers in developing trail management strategies including participating in optimal location reviews, trail development and maintenance, FNST shield sign (as shown in Attachment 1) installation, and promotion plans for the FNST.

E. Designate a staff and board member to represent FTA to the U.S. Forest Service where activities related to this MOU and to other agreement documents are concerned.

F. Assist the U.S. Forest Service and agency partners with the issuance of recreational access and other similar visitor use permits where beneficial and required on the FNST.

G. Encourage its staff to work with local U.S. Forest Service and Land Manager officials to discuss and identify opportunities for cooperative work on mutually beneficial projects or activities on the FNST.

H. Encourage its members to work with FTA staff to coordinate and identify opportunities for cooperative work on mutually beneficial projects or activities on the FNST.

I. Encourage its members and staff to perform maintenance and planning activities related to the FNST in a manner consistent with FS standards and guidelines and to coordinate applicable approvals through FTA staff.

J. Submit requests for infrastructure and/or trail relocations developed in cooperation with the underlying land manager to the U.S. Forest Service through FTA Regional Program Managers or the FTA Trail Program Director. In all cases, the FTA Trail Program Director shall be involved in such requests.
IV. THE U.S. FOREST SERVICE SHALL:

A. Recognize FTA is a membership based organization and work with FTA on issues of membership concern.

B. Seek, through established FTA mechanisms, volunteer engagement in the development, maintenance and protection of the FNST.

C. Provide technical assistance and standards to the FTA in development and construction of trail and trail related infrastructure.

D. Make available opportunities for the FTA to comment on future U.S. Forest Service publications concerning the FNST prior to publication.

E. Cooperate with the FTA in the development of volunteer programs including recruitment and training of volunteer trail stewards. Use the FS Sponsored Volunteer Agreement to allow FTA’s volunteers’ participation in projects occurring on the FNST. FTA sponsored volunteers will be considered Volunteers in National Forests while engaged in FNST work, to include access to Workman’s Compensation and Tort Liability to the extent not covered by the sponsor or underlying land manager.

F. Provide leadership through the FNST Coalition in the engagement of FNST Land Managers around trail development, maintenance and protection activities.

G. Provide FTA with notice to make timely comments on actions that may affect the FNST.

H. Advanced notice will be made available to the FTA as appropriate if a private landowner’s proposed actions may affect the FNST.

I. Authorize the FTA to use the FT and FNST logo on existing publications, letterhead, and other materials related to the FNST and its activities. New educational, promotional, and other materials using the logo shall receive approval in writing from the FNST Administrator.

J. Use FS funding processes as available and appropriate to support the FTA with the costs of activities pursuant to this memorandum of understanding. Such activities will be documented in supporting Challenge Cost Share Agreements.

K. Respond to requests for information and program related data from FTA to the fullest extent possible and appropriate, recognizing that the requested information may be used for advocacy and fund-raising purposes.

L. Participate with FTA in activities designed to inform the public about the FNST and motivate the public to participate in FNST related activities.
M. Be responsible for working directly with other Land Management partners in evaluating FNST shield sign requirements and approving the location and placement of FNST shield signs.

N. Review proposals for infrastructure and/or trail relocations submitted by FTA staff in a timely manner. Provide a written response, via e-mail if appropriate, to these proposals within 60 calendar days if: (a) a formal optimal location review process is to be implemented; and/or (b) development should be delayed for any other reason(s). If response to the request is going to take more than 60 days, notify the proponent of the reasons for the time increase.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. They will:

1. Use the Communication Framework provided in Attachment 1 as a tool to enhance partnership work. If communication interactions between the parties result in a matter requiring collaboration, then either party may provide written notice to the other that it desires to enter into the collaboration phase. The party receiving the notice will have ten (10) days after the receipt of said notice within which to work together with the party providing notice in an attempt to resolve the matter. If at the end of the ten-day period, the parties have not been able to resolve the matter, then and in that event, the parties will seek to mediate the matter. If mediation is invoked, the U.S. Forest Services will name a proposed mediator of the matter, keeping in mind that the mediator must be knowledgeable on the subject matter. The parties will attempt to resolve the matter through the third-party mediator within 30 days from the date that mediation is invoked. These timelines are guidelines that may be modified as needed by either organization. Both parties acknowledge and agree that the mediator is bound by all statutory frameworks governing U.S. Forest Service and The Florida Trail Association, Inc. Both parties acknowledge that the decision of the mediator shall not be binding on either party. However, each party acknowledges that it will give great weight to the decision of the mediator.

2. Coordinate in the development, maintenance and protection of the FNST including, but not limited to construction and maintenance activities, condition surveys, land management activities, visitor management and volunteer engagement.

3. Jointly plan and conduct annual FNST management meetings with the objective of coordinating partnership activities in the development, maintenance and protection of FNST in accordance with the FNST Strategic Plan, Comprehensive Plan, and National Trail System Act.
4. Participate in bi-annual FNST Coalition meetings to ensure consistent development, maintenance and protection of the FNST across land management boundaries and partnership group activities.

5. Recognize that open communication is essential to the success of this partnership, and the FNST. Actions by either party which affect items of mutual interest will follow Communication Framework provided as Attachment 1 to this MOU.

6. Work together to ensure the partnership will exhibit, and be known for, a transparent, respectful and hand-in-hand approach to solving difficult issues.

7. Recognize that the work related to trail location will be difficult and both parties agree to utilize the Optimal Location Review (OLR) process provided as Attachment 2 for engaging partners, exploring alternatives and selecting a route for major trail re-locations. The OLR process may be modified or omitted if both parties agree and document their decision.

8. Acknowledge the relationship each organization has with stakeholders external to this partnership and will enlist input from land managers, users, and the public at large in accordance with the Cooperative Management Diagram for the FNST provided as Attachment 3.

9. Collaborate on decisions related to trail management, protection, volunteers, corps crew programs, and partner engagement; both parties shall work to find the simplest, most effective, and cost efficient solutions for the Florida Trail.

B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<table>
<thead>
<tr>
<th>Cooperator Program Contact</th>
<th>Cooperator Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Kelly Weiner</td>
<td>Name: Janet Akerson</td>
</tr>
<tr>
<td>Address: 1050 NW 2nd Street, Suite A</td>
<td>Address: 1050 NW 2nd Street, Suite A</td>
</tr>
<tr>
<td>City, State, Zip: Gainesville, FL 32601</td>
<td>City, State, Zip: Gainesville, FL 32601</td>
</tr>
<tr>
<td>Telephone: 518-369-9057</td>
<td>Telephone: 352-378-8823</td>
</tr>
<tr>
<td>Email: <a href="mailto:kellyw@floridatrail.org">kellyw@floridatrail.org</a></td>
<td>Email: <a href="mailto:janetakerson@floridatrail.org">janetakerson@floridatrail.org</a></td>
</tr>
</tbody>
</table>
Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Entities: This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement FTA acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If FTA fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds FTA has expended in violation of sections 433 and 434.

D. Notices. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or FTA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Florida Trail Association, at cooperator’s address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

E. Participation in Similar Activities. This MOU in no way restricts the U.S. Forest Service or FTA from participating in similar activities with other public or private agencies, organizations, and individuals.
F. **ENDORSEMENT.** Any of FTA’s contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of FTA’s products or activities.

G. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies’ statutory and regulatory authority.

H. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for FTA to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

I. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

J. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
K. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

L. **PUBLIC NOTICES.** It is the U.S. Forest Service’s policy to inform the public as fully as possible of its programs and activities. FTA is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

“National Forests in Florida of the U.S. Forest Service, Department of Agriculture.”

FTA may call on the U.S. Forest Service’s Office of Communication for advice regarding public notices. FTA is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service’s Office of communications as far in advance of release as possible.

M. **U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.** FTA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

N. **NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.** FTA shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.
If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

O. **TERMINATION.** Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

P. **DEBARMENT AND SUSPENSION.** FTA shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should FTA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

Q. **MODIFICATIONS.** Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

R. **COMMENCEMENT/EXPIRATION DATE.** This MOU is executed as of the date of the last signature and is effective through May 15, 2025 at which time it will expire.

S. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

**DAVID WALDROP,** President  
The Florida Trail Association, Inc.

**KEN ARNEY,** Regional Forester  
U.S. Forest Service, Southern Region

Date
The authority and format of this agreement have been reviewed and approved for signature.

ROBIN STIDHAM
Digitally signed by ROBIN STIDHAM
Date: 2020.05.17 15:24:09 -04'00'

ROBIN STIDHAM
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual’s income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA’s TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDC) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.