## ORANGE Inter COUNTY

#### Interoffice Memorandum

#### **REAL ESTATE MANAGEMENT ITEM 2**

**DATE:** 

September 26, 2017

TO:

Mayor Teresa Jacobs

and the

**Board of County Commissioners** 

THROUGH:

Paul Sladek, Manager

Real Estate Management Division

FROM:

Monica Hand, Senior Title Examiner \$\square\$ \forall or

Real Estate Management Division

мH

**CONTACT** 

**PERSON:** 

Paul Sladek, Manager

**DIVISION:** 

Real Estate Management

Phone: (407) 836-7090

**ACTION** 

**REQUESTED:** 

APPROVAL AND EXECUTION OF MEMORANDUM OF

UNDERSTANDING BETWEEN ORANGE COUNTY AND THE USDA, FOREST SERVICE, NATIONAL FORESTS IN FLORIDA

PROJECT:

Florida National Scenic Trail MOU

Districts 4 and 5

**PURPOSE:** 

To formally designate public lands as part of the Florida National Scenic

Trail system.

ITEM:

Memorandum of Understanding between Orange County and the USDA,

Forest Service, National Forests in Florida

Term: 5 years

**APPROVALS:** 

Real Estate Management Division

County Attorney's Office

Environmental Protection Division Parks and Recreation Division Risk Management Division Real Estate Management Division Agenda Item 2 September 26, 2017 Page 2

#### **REMARKS:**

The purpose of the Memorandum of Understanding (the "MOU") is to document the cooperation between the parties to cooperatively co-locate and manage the Florida National Scenic Trail (the "FNST") on existing non-motorized trails within Orange County ("County") public lands in accordance with the provisions set out in the MOU.

The FNST will be located on portions of the following County lands: Split Oak Forest Wildlife Environmental Area, Moss Park, Crosby Island Marsh Preserve, Innovation Way Trail, Hal Scott Regional Park and Preserve, Pine Lily Preserve, and Savage/Christmas Creek Preserve.

County is executing the MOU first, as required by USDA, Forest Service.



USDA, Forest Service

OMB 0596-0217 FS-1500-15

FS Agreement No.

Cooperator Agreement No.

17-MU-11080500-033

# MEMORANDUM OF UNDERSTANDING Between ORANGE COUNTY And The USDA, FOREST SERVICE NATIONAL FORESTS IN FLORIDA

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Orange County, Florida a charter county and political subdivision of the state of Florida, hereinafter referred to as "Orange County," and the USDA, Forest Service, National Forests in Florida, hereinafter referred to as the "Forest Service."

Background: The Florida National Scenic Trail was designated by Congress as part of the National Trails System in 1983 by amendment to the 1968 National Trails System Act. In this amendment the USDA Forest Service, and later the National Forests in Florida, was delegated authority to build, maintain, manage and protect the Florida National Scenic Trail. The FNST is a complex and unique resource in that it traverses the lands of nearly 30 different federal, state, public and private interests and is supported by a variety of public and private interest and user groups. The National Trails System Act states:

"(7) (h) (1)... When deemed to be in the public interest such Secretary may enter written cooperative agreements with States or their political subdivisions, landowners, private organizations, or individuals to operate, develop, and maintain any portion of such a trail... (and) may include provisions... to encourage participation in the acquisition, protection, operation, development and maintenance of such trails..."

Florida Statute 260.012(6) further supports the FNST in stating:

"It is the intent of the Legislature to officially recognize the Florida National Scenic Trail as Florida's official statewide trail from the Florida Panhandle to the Everglades. It is also the intent of the Legislature to encourage all state, regional, and local agencies who acquire lands to include in their land-buying efforts the acquisition of sufficient legal interest in the lands over which the trail passes to ensure its continued existence in a permanent location."

<u>Title</u>: Florida National Scenic Trail Certification Agreement on Orange County Public Lands



I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to cooperatively locate and manage the Florida National Scenic Trail on Orange County managed lands in accordance with the following provisions.

#### II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Florida National Scenic Trail is a federally-designated, non-motorized, recreation trail that represents the diverse scenic, historic, natural and cultural character of the Florida landscape. As a National Scenic Trail, the FNST provides 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 management practices; and recreationists recognize and identify their trail experience as part of the larger, distinct National Scenic Trail experience.

The USDA Forest Service, National Forests in Florida, as administrator of the FNST is dedicated to ensuring the development, maintenance and promotion of the Trail through partnerships to serve both the resource and a broad base of recreationists who will enjoy, appreciate and steward this natural resource and the Nation's heritage along the FNST.

Orange County has acquired lands to preserve the natural beauty of the county and to ensure that there will be natural lands and water resources for future generations. Orange County public lands are managed for water resource protection, wildlife habitat, public greenspace and resource-based passive recreation. The Florida National Scenic Trail will help to showcase existing public lands and recreation opportunities by providing connectivity and increased awareness.

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

#### III. ORANGE COUNTY SHALL:

A. Co-locate the FNST within the existing network of non-motorized trails on Orange County public lands as generally depicted in the Map (Attachment 1. FNST General Overview Map). The location of the FNST will be located on the following public land units in Orange County: Split Oak Forest Wildlife Environmental Area, Moss Park, Crosby Island Marsh Preserve, Innovation Way Trail, Hal Scott Regional Park and Preserve, Pine Lily Preserve and Savage/Christmas Creek Preserve. The MOU excludes any public right of way areas.

Incorporate the FNST in to individual unit management plans as part of regularly scheduled updates and revisions. A management plan is a document that includes ecological management activities necessary to preserve and protect natural and cultural resources that occur on federal, state and local natural areas. Plans should include a discussion on management objectives including but not limited to



habitat restoration and improvement, public access and recreational opportunities, exotic and invasive species maintenance and control and hydrological preservation and restoration.

- B. Provide for the maintenance and promotion of the FNST to standard and facilitate volunteer involvement where appropriate.
- C. Attend FNST Coalition meetings for land managers and partners to represent the shared interests and concerns of County managed sections of FNST.

#### IV. THE FOREST SERVICE SHALL:

- A. Provide technical assistance in developing construction, maintenance and improvement projects.
- B. Provide minimum standards and guidelines for the development and maintenance of the FNST. (Attachment 2. FNST Minimum Standards & Guidelines)
- C. Serve as the official data steward of the FNST and make the information available to land managers and the public.
- D. Through Sponsored Volunteer Agreements provide workman's compensation and tort liability coverage. (Attachment 3. Florida Trail Association Volunteer Services Agreement).
- E. Convene twice annually the FNST Coalition of land managers and partners to discuss issues affecting the FNST.
- F. Authorize the County to use the FNST logo on publications, and other materials related to FNST activities.
- G. Provide the County with notice to make timely comments on Forest Service actions which may affect the FNST.
- H. Shall be responsible for obtaining any necessary right of way utilization permits from Federal, State or local governmental agencies.
- I. Shall notify Orange County in writing of any proposed Federal or State legislation or regulations that pertain to the FNST that may affect Orange County. Orange County will have 30 days to review and provide written comments to the Forest Service regarding any proposed Federal or State Legislation or regulation.

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



- A. The Florida National Scenic Trail will be cooperatively located in order to provide a user experience appropriate for a National Scenic Trail, and connectivity to existing segments of trail in Osceola and Seminole Counties.
- B. A complete Application for FNST Certification will accompany this document. (Attachment 4. FNST Application for Certification)
- C. Volunteer involvement in the management and promotion of the FNST is to be encouraged and provided for (Sec 2(c), National Trails System Act, 1968).
- D. The Florida Trail Association is recognized as a contributing partner in the development, maintenance and promotion of the FNST and is currently operating under a Sponsored Volunteer Agreement with the U.S. Forest Service.
- E. Minor trail relocations within the identified trail corridor will be managed at the local unit level, coordinated with the FNST Program Manager, and recorded through map revisions. Major trail relocations will be made by modification to the Application for Certification and agreed upon by both parties.
- F. Additional supporting Challenge Cost Share Agreements may be developed to leverage funds for the planning, maintenance, protection and promotion of the Florida National Scenic Trail in support of this MOU.
- G. <u>PRINCIPAL CONTACTS</u>. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

rincipal Cooperator Contacts.		
Orange County Program Contact	Orange County Administrative Contact	
Name: Beth Jackson	Name: Elizabeth R Johnson	
Address: 3165 McCrory Place, Suite 200	Address: 3165 McCrory Place, Suite 200	
City, State, Zip: Orlando, Florida 32803	City, State, Zip: Orlando, Florida 32803	
Telephone: 407-836-1481	Telephone: 407-836-1511	
FAX: 407-836-1499	FAX: 407-836-1499	
Email: beth.jackson@ocfl.net	Email: liz.johnson@ocfl.net	

#### Principal U.S. Forest Service Contacts:

Forest Service Program Manager	Forest Service Administrative Contact
Contact	
Name: Shawn Thomas, Program Manager	Name: JoAnn McGee, Agreements Specialist
Address: 325 John Knox Rd., Suite F-100	Address: 2700 N Ocoee St. N
City, State, Zip: Tallahassee, FL 32303	City, State, Zip: Cleveland, TN
Telephone: 850-523-8586	Telephone: 423-476-9710
FAX: 850-523-8505	FAX: 423-476-9721
Email: shawnethomas@fs.fed.us	Email: jmcgee01@fs.fed.us



H. <u>NOTICES</u>. Any communications affecting the operations covered by this agreement given by the Forest Service or Orange County is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

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

To Orange County, at Orange County'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.

- I. <u>PARTICIPATION IN SIMILAR ACTIVITIES</u>. This MOU in no way restricts the Forest Service or Orange County from participating in similar activities with other public or private agencies, organizations, and individuals.
- J. <u>ENDORSEMENT</u>. Any of Orange County's contributions made under this MOU do not by direct reference or implication convey Forest Service endorsement of Orange County's products or activities.
- K. <u>NONBINDING AGREEMENT</u>. 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 laws

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



- L. <u>USE OF FOREST SERVICE INSIGNIA</u>. In order for Orange County to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the 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.
- M. 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.
- N. <u>FREEDOM OF INFORMATION ACT (FOIA)</u>. 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).
- O. <u>TERMINATION</u>. Any of the parties may terminate this MOU with or without cause by giving a ninety (90) days' notice to the other parties in writing of its intent to do so. This MOU can be terminated in whole, or in part, at any time before the date of expiration.
- P. <u>DEBARMENT AND SUSPENSION</u>. Orange County shall immediately inform the 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 Orange County 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. <u>MODIFICATIONS</u>. 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. <u>COMMENCEMENT/EXPIRATION DATE</u>. This MOU is executed as of the date of the last signature and is effective through 5 years from that date at which time it will expire. A new MOU may be signed in its place.
- S. <u>AUTHORIZED REPRESENTATIVES</u>. 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.

ORANGE COUNTY, FLORIDA By: Board of County Commissioners

BY: Mn dalana dan DATE: 10.17	. /~9
Teresa Jacobs, Orange County Mayor	
4n	ATTIVITY OF
ATTEST: Phil Diamond, CPA, County Comptroller	A COUNTY COM
As Clerk of the Board of County Commissioners	Contract of the second
BY: <u>Lang Q. Storsyra</u>	
.fol Deputy Clerk	
Car A al .	
Craig A. Stopyra	2000
Printed Name	S COUNTY IN
Leffussel	11/6/17

KELLY RUSSELL, Supervisor

U.S. Forest Service, National Forests in Florida

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

JO ANN MCGEE

8/29/2017

Date

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 mainteining 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, perental 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 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



Pere Dole 2/16/2016

































## Minimum Standards & Guidelines for the Florida National Scenic Trail

These standards and guidelines, derived from the FNST specific National Trail System Act legislation (1983), the FNST Advisory Council meeting minutes, and the FNST Comprehensive Plan (1986), are meant to serve as criteria for trail certification, use, and management of the Florida National Scenic Trail.

At a minimum, segments should meet these standards prior to certification.

#### Responsibilities of Land Managing Authorities:

- Funding: Each managing authority is responsible for obtaining funding for its activities related to the Trail. Funding may be obtained through government appropriations, government or foundation grants, donations, organization dues, fund raising campaigns and events, or other sources. Land managers may seek general cost-share agreements with the US Forest Service for maintenance of the FNST on their lands up to \$400 per mile, and special projects.
- Marking the Trail: The National Trails System Act requires the Secretary of Agriculture to establish
  a uniform marker with a distinctive symbol for the Florida National Scenic Trail (16 U.S.C. 1246 (c)).
  The USDA Forest Service will provide the markers to managing authorities and shall require such
  managing authorities to erect and maintain them.
- User Protection and Law Enforcement: The managing authority responsible for a given trail segment should provide or arrange for regular patrol of the Trail as part of their unit law enforcement plan. As a minimum, the appropriate local law enforcement agencies should be informed about the trail, its access points and national designation.
- Cultural Resources Identification: A cultural resource investigation will be required within all areas affected by the proposed Trail at the management / design narrative plan stage. An inventory will suggest where the trail may be located to minimize cultural resource impacts. All cultural resource activity on the National Scenic Trail will be conducted in accordance with the procedures of the Advisory Council on Historic Preservation (36 CFR 800), the Florida State Historic Preservation Office and the USDA Forest Service.
- Land Acquisition Protection Encouraged: State and local management authorities are encouraged to purchase lands or accept land donations for the Florida National Scenic Trail.
- Interpretation: Since a primary purpose of a National Scenic Trail is to provide for the enjoyment of
  the scenic, historic, natural, and cultural qualities of the areas through which the Trail passes,
  managing authorities should plan and provide for the interpretation of such features.
- Trail Information and Publicity: The USDA Forest Service will prepare, print, and distribute a general brochure about the trail, and make trail location information available to the public on-line and in a variety of digital formats. The Florida Trail Association will prepare various detailed trail maps, and guidebooks for sale to the public. Individual managing authorities are encouraged to provide detailed maps, brochures, and guides to their trails and should cooperate with the USDA Forest Service in preparing such informative materials. All trail publications should include educational

information emphasizing respect for public and private property, safe and careful use of the trail and interpretation of natural and cultural features as well as the following websites:

- o For Trail Information visit: www.fs.usda.gov/FNST
- o For Volunteer Opportunities visit: www.FloridaTrail.org
- Trail Regulations: Section 7(i) of the National Trails Act gives legal authority to the Secretaries of Agriculture and Interior to issue regulations to protect and manage segments of the trail. State authorities may issue Trail regulations or request regulations from the Secretary of Agriculture.

#### **General Trail Standards**

- A. The use of motorized vehicles by the general public along any national scenic trail shall be prohibited.
- B. Reasonable effort shall be made to provide sufficient access opportunities to the trail, and to the extent practicable, efforts shall be made to avoid activities incompatible with the purposes for which the trail was established.
- C. National scenic trails may contain campsites, shelters, and related public-use facilities. Other uses along the trail, including but not limited to forestry, farming, grazing of livestock, which will not substantially interfere with the nature and purposes of the trail, may be permitted.
- D. The Trail should be commensurate with its national significance in location, design, construction, and maintenance while reflecting the type and volume of traffic planned, and limited by the standards established for areas created through legislative action (National Parks, National Forests, State Parks, National Wildlife Refuges) through which it passes.
- E. The management of the trail must be consistent with applicable laws, regulations, and higher order plans including sanitation, safety, handicapped accessibility, cultural resources, the Endangered Species Act, water quality and planning.
- F. The Trail should focus on the physical and cultural environments which make it unique from a national perspective: Subtropical climate, fauna and flora, cultural resources, and waterbased environments (estuarine habitat, ocean beaches, natural lakes, rivers, natural limestone sinks and springs, wetlands).
- G. The Trail should be permanent in nature, but this does not mean the trail cannot be rerouted or relocated.
- H. Through interpretation, the Trail should emphasize the diversity of land uses and historical values and resource management objectives, ranging from preservation to industrial use.
- I. All trail segments must be generally located within the general FNST corridor as defined in the comprehensive plan.
- J. The trail must be open and available for public use.

#### **Specific Trail Standards**

#### A. Trail Routing

- 1. The trail may be located within a road right-of-way if sufficient width is available for safety. Generally, the Trail should not be located on roads or on the shoulder of roads open to motorized use by the general public.
- When appropriate, the Trail may provide views and sounds of man's activities such as harvesting timber and crops, livestock ranching, and fishing without conflicting with these activities.
- 3. The Trail should provide for all weather and all season passage where possible.
- Man-made features such as roads and power transmission lines should be crossed at angles that will minimize prolonged visual contact.
- 5. River, highway and railroad crossings should be safe. Bridges and underpasses should be safe for trail users and crossings should have adequate visibility.
- 6. The Trail should be located near geological, archaeological or historical sites.
- 7. Sensitive sites and critical wildlife habitat should be avoided.
- 8. The Trail should be routed to pass within one-fourth mile of potable water and campsites when practical and possible.
- 9. The trail route should take advantage of opportunities to provide drinking water, showers, clothes washing facilities, and other services needed by users.
- 10. Abrupt Changes in trail direction which may confuse the user should be avoided.
- 11. The Trail should be located near archaeological sites where recommended by the landowner and State Historic Preservation Officer. Sensitive archaeological sites should be avoided.

#### **B.** Resource Protection

- 1. Public and private land management agencies are encouraged to buy land (acquisition) for the
- 2. The managing authority should monitor trail lands to insure that they are not abused or threatened. If negative impacts occur, steps should be initiated to protect resources.
- 3. Other tools that are encouraged for resource protection include easements, cooperative agreements, assistance, and registration.

#### C. Trail Use

- 1. Motorized use by the general public along the national scenic trail is prohibited by Section 7(c) of the National Trails System Act (16. U.S.C. 1246(c)).
- 2. The following motorized uses are permitted on the Trail unless prohibited by specific local regulations or other components of the management plan: emergency situations, official resource management functions, adjacent landowners to enable reasonable access, private landowners to cross their lands, and users of established roads or off-road vehicle trails which cross to Trail.
- 3. The managing authority responsible for the segment of Trail should consider uses permitted on adjacent segments.
- 4. On the Florida National Scenic Trail hiking shall be allowed throughout, with other uses optional at the land owner's discretion. Uses other than hiking should be permitted if the activity will not cause degradation of the tread way and surrounding environment, and the activity can be safely accommodated.
- 5. The passage of the Florida National Scenic Trail through any land open to hunting should not in any way close hunting nor should the Trail be closed to use during hunting seasons, unless otherwise specified by the land management authority. Managing authorities for public lands

and the Trail segments should post notices at trail entrances notifying hikers of any applicable regulations or special warnings.

#### D. Trail Management

- The Trail requires three kinds of maintenance: regular, long-term maintenance; major erosion
  and overuse repairs; and emergency, short-term maintenance. Each land management agency
  and private landowner is responsible for the proper maintenance of the trail. In order to carry
  out this responsibility, these agencies and owners are encouraged to enter into formal costshare agreements with the U.S. Forest Service, and to engage volunteers through
  organizations such as the Florida Trail Association.
- 2. The condition of the trail corridor and treadway, bridges, and related support facilities should be monitored and inspected on a regular basis. Needed maintenance and minor repairs should be performed in a timely manner before serious deterioration or injury occurs. The U.S. Forest Service can provide assistance in inspection and maintenance upon request.
- 3. Routine maintenance, such as emptying trash bins, toilet cleaning, and litter pickup, should be performed by the responsible managing authority.

#### 4. Trail Relocation Standards:

- a. Major relocation is defined as changing the location of a section of trail that is longer than one-quarter mile or as changing the location of a section of trail to a location more than one-quarter mile away from its existing location. Major relocation will be made upon the approval of the USDA Forest Service.
- b. Minor relocations are those that involve a shorter than a one-quarter mile long section or those that move the trail less than one-quarter mile from its existing location. Minor relocations or rerouting may be done by the local manager or landowner without the permission of the Forest Service. The local manager or landowner should notify the Forest Service that a change is to be made and request assistance, if necessary, in relocating the trail. After relocation, the segment will be GPSed and forwarded to the Forest Service at FNST@fs.fed.us

#### 5. Tread Standards:

- a. Clearing and maintenance of the trail should be conducted in accordance with the Trail Class Matrix and Design Parameters (refer to page 6).
- b. The Trail should be cleared approximately four feet wide and cleared high enough to permit passage of a hiker and his pack. The actual tread should be at least 18 inches wide. Vary the clearance width to avoid a "tunnel effect".
- Avoid leaving stubs in the tread that trip hikers and remove cut brush and logs to minimize view-shed impacts

#### 6. Trail Blaze and Sign Standards:

#### a. Trail Blazes

- a. Blazes should be painted approximately five and one-half feet to six feet off the ground.
- b. The FNST shall be marked with a two-inch wide and six-inch long painted orange blaze. Blazes should be frequent enough to assure the user is on the route, but not so frequent that more than two blazes may be seen in a given direction from any one location. The formula for one gallon of Florida Trail orange blaze paint is:

#### 80-139 (OSHA Orange) plus R-Y; T-Y; M-40; F-8; B-1

3. Side Trails to water, campsites, and observation points shall be blazed with light blue paint. The formula for one gallon of Florida Trail <u>blue</u> blaze paint

#### 80-34 plus D-Y, E-3Y

4. Double blazes indicate a change in direction or that the Trail is departing the obvious path, where the top blaze indicates the direction of the turn.

#### b. The Uniform FNST Marker

- 1. The uniform 12 inch marker shall be used to identify the location of the FNST to the motoring public. The markers should be placed so that they can be readily seen from a moving vehicle approaching from either direction.
- 2. Below the marker should be the words FNST Parking or FNST Crossing.
- 3. The official marker will be incorporated into trailhead and information signs.
- 4. The three and one-half inch marker shall be used to identify the FNST to common access junctions: intersections with other trails, and where needed as a reassurance sign if other land use activities or game trails make the trail location uncertain to the traveler.

#### c. Directional, Informational, Interpretive, and Regulatory Signs

- These signs should be placed along the trail, on side trails, at trailheads, etc., to meet the needs of the user, management, or to add to the enjoyment of the user by pointing out or interpreting resources and land uses.
- The designation as a National Scenic Trail mandates the maintenance of a high standard of signing. Managing agencies should give high priority to timely repair and/or replacement of missing or damaged markers and signs

#### 7. User Facilities

#### a. Campsites

- Select a reasonably level and clear wooded site. Avoid placing a site near dead
  or dying trees or where subject to seasonal flooding. A campsite should be
  located near a suitable water supply, if possible.
- 2. Campsites should be large enough to accommodate six to eight small tents.
- 3. Camping must be available no more than one hiking day (8 to 10 miles) apart.
- 4. Campsites should be remote (one mile) from highways, public recreated areas, and residences.

#### b. Trailheads

- Off-road parking should be planned and accommodated whenever possible at all
  popular points of departure.
- 2. Major trailheads (normally located near primary highways) should include: kiosks with local unit information and a parking facility (five-vehicle minimum). Additional facilities to consider include potable water, toilets, and trash can.
- 3. Minor trailheads should include kiosk or bulletin board, information signs, and vehicle parking for a minimum of three to five vehicles.

Table 1: National Trail Class Matrix, USDA, U.S. Forest Service

Trail Attributes	Treli Class 1 Minimally Developed	Trail Class 2 Moderately Developed	Trail Class 3 Developed	Trail Class 4 Highly Developed	Trail Class 5 Fully Developed
Constructed Features & Trail Elements	Structures minimal to non-existent     Drainage typically accomplished without structures     Natural fords     Typically no bridges	Structures of limited stze, scale, and quantity, typically constructed of native materials     Structures adequate to protect trail infrastructure and resources     Natural fords     Bridges as needed for resource protection and appropriate access	Structures may be common and substantial; constructed of imported or native materials     Natural or constructed fords     Bridges as needed for resource protection and appropriate access	Structures frequent and substantial; typically constructed of imported materials     Contructed or natural fords     Bridges as needed for resource protection and user convenience     Trailside amenities may be present	Structures frequent or continuous; typically constructed of imported materials     May include bridges, boardwalls, curbs, handrat trailside amenties, and similar features
ŝigne <sup>2</sup>	Route identification algaing limited to junctions Route markers present when trail location is not evident Regulator y and resource protection algaing infrequent Desination signing, unless required, generally not present information and interpretive signing generally not present	Route identification signing limited to junctions Route markers present when trail location is not evident. Regulator y and resource protection signing infrequent outside of wilderness; generally not present in wilderness Information and interpretive signing not common	Route identification signing at junctions and as needed for user reassurance. Route markers as needed for user reassurance. Regulator y and resource protection signing may be common. Destination signing likely outside of widerness; generally not present in witderness. Information and interpretive signs may be present outside of widerness.	Route identification signing at junctions and as needed for user reassurance     Route markers as needed for user reassurance     Regulator y and resource protection signing common     Destination signing common outside of weddeness; generally not present in wideness; thromation and interpretive signs may be common outside of wedeness     Accessibility information lakely displayed at trailmead	Route identification signing at junctions and for user reassurance Route markers as needed fuser reassurance Regulator y and resource protection signing common Destination signing common Information and interpretive signs common Access butly information likely displayed at trailinead
Typical Recreation Environs & Experience	Natural, unmodified     ROS: Typically Primitive to Roaded Natural     WROS: Typically Primitive to Semi-Primitive	Natur at, essentially unmodified ROS: Typically Primitive to Roaded Natural Typically WROS: Typically Primitive to Semi-Primitive	Natur al, primarily unmodified     ROS: Typicolly Primitive to Roaded Natural     WROS: Typically Semi- Primitive to Transition	May be modified     ROS: Typically Semi- Primitive to Rural Roaded Natural to Rural setting     WROS: Typically Portal or Transition	May be highly modified     Commonly associated with visitor centers or high-use recreation sites     ROS: Typically Roaded Natural to Urban     Generally not present in Wilderness

For National Quality Standards for Traits, Potential Appropriateness of Trail Classes for Managed Uses, Design Parameters, and other related guidance, refer to FSM 2353, FSH 2309.18, and other applicable agency references.

For standards and guidelines for the use of signs and posters along trails, refer to the Sign and Poster Guidelines for the Forest Service (EM-7100-15).

The Trail Class Matrix shows the combinations of Trail Class and Recreation Opportunity Spectrum (ROS) or Wilderness Recreation Opportunity Spectrum (WROS) settings that commonly occur, although trails in all Trail Classes may and do occur in all settings. For guidance on the application of the ROS and WROS, refer to FSM 2310 and 2353 and FSH 2309.18.

### Table 2. Pedestrian Design Parameters by Trail Class USDA, Forest Service modified for the FNST

Design Parameters are technical guidelines for the survey, design, construction, maintenance, and assessment of the FNST. Local deviations from any Design Parameter may be established based on trail-specific conditions, topography, or other factors, provided that the deviations are consistent with the general intent of the applicable Trail Class and National Scenic Trail experience.

Designed	Use FNST	Trail Class 1	Trail Class 2	Trail Class 3	Trail Class 4	Trail Class 5
Design Tread Width	Wilderness (Single Lane)	0" – 12"	6" – 18"	12" - 24" Exception: may be 36" - 48" at steep side slopes	18" – 24" Exception: may be 36" – 48" at steep side slopes	Not applicable
	Non- Wilderness (Single Lane)	6" – 12"	12" – 24"	18" – 36"	24" – 60"	36" – 72"
,	Non- Wilderness (Double Lane)	36" — 48"	36" – 48 '	36° – 60°	48" – 72"	72" – 120"
, , , , ,	Structures (Minimum Width)	18"	18"	36"	48"	60°
Design Surface	Туре	Native, ungraded May be continuously rough	Native, limited grading May be continuously rough	Native with some onsite borrow or imported material where needed for stabilization, occasional grading Intermittently rough	Native with improved sections of borrow or imported material, routine grading Stable, with minor roughness	Likely imported material, routine grading Uniform, firm, and stable
-	Protrusions	≤ 24"	≤ 6"	≤ 3"	≤3"	No protrusions
		Likely common and continuous	May be common and continuous	May be common, not continuous	Uncommon, not continuous	
	Obstacles (Maximum Height)	24"	12"	10"	8"	No obstacles
Design	Target Grade	5% 20%	5% – 12%	3% – 10%	2% – 8%	2% – 5%
Grade	Short Pitch Max	30%	25%	15%	10%	5% - 8%
	Maximum Pitch Density	20% – 30% of trail	10% - 30% of trail	10% – 20% of trail	5% 10% of trail	0% - 5% of trail
Dealgn Cross	Target Cross Slope	Natural side slope	5% – 20%	5% 10%	3% – 7%	2% – 3%
Blope	Maximum Cross Slope	Natural side slope	20%	10%	8%	5%
Design Clearing	Helght	6'	6' – 8'	8'	8' <b>–</b> 10'	8' – 10'
	Width	≥ 24"	24" — 48"	36" – 60"	48" – 72"	72° – 96°
		Some vegetation may encroach into clearing area	Some light vegetation may encroach into clearing area			
	Shoulder Clearance	3" 6"	6" – 12"	12" – 18"	12° – 18°	12" – 24"
Design Turn	Radius	2' – 3'	3' – 6'	4' - 8'	8' – 10'	8' – 12'

for Individuals or Group	08		A CONTRACTOR OF THE STATE OF TH	
Please print when completing this	form	,		
Site Name/Project Leader National Forests in Florida Name of Volunteer or Group Leader – Last, First, Middle Florida Trail Association		Agency 12-VI-11080	500-05	Reimbursement (if any) none
		Age (If Individual Agreement) Under 18 18-25 26-55		5 58 and Older
☐ Yes ☐ No Visa Type		Home Phone Business: 35 8823	Business: 352-378- n/a	
Street Address 5415 SW 13 <sup>th</sup> Street		City Gainesville	State FL	Zip 32608
IF VOLUNTEER IS UNDER AGE Guardian	18 - Name of Parent or Legal	Home Phone	Mobile Phone	Email Address
Street Address		City	State	/Zip
1. 15 1. 15		at	<u>Baid Tabal Bira</u>	
The Committee of the Co		(Name of Vo Guardian Signature)	lunteer Duty Station)	(Date)
From to		(Name of Vo	Mobile Phone	(Date) Email Address
From to (Date) (		(Name of Vo Guardian Signature)		visit field to the field of the light of the field of the
From to (Date) ( Emergency Contact Name Street Address	Date) (Parent/C	(Name of Vo	Mobile Phone State	Email Address Zip
From to (Date) ( Emergency Contact Name	GOVERNMENT OFFICIA  riormed. Include details such as ad (note certifications if necessar ais to this form. If this is a group to this form, and parental appro  : Description of Volumervice Health and Safet	(Name of Vo	Mobile Phone  State  IIS SECTION  commitment, use of percivity required, etc. At a to provide the grout of or each volunteer under the control of the contro	Email Address  Zip  rsonal equipment, tach the complete job up name, a complete list of nder the age of 18.  sions;

Optional Form 301a (09/2010) USDA-USDI

I understand that I will not receive any compensation for the above service and that volunteers are NOT considered Federal employees for any purpose other than tort claims and injury compensation. I understand that volunteer service is not creditable for leave accrual or any other employee benefits. I also understand that either the government or I may cancel this agreement at any time by notifying the other party.				
I understand that my volunteer position may require a reference check, background investigation, and/or a criminal history inquiry in order for me to perform my duties.				
I understand that all publications, films, slides, videos, artistic or similar endeavors, resulting from my volunteer services as specifically stated in the attached job description, will become the property of the United States, and as such, will be in the public domain and not subject to copyright laws.				
I understand the health and physical condition requirements for doing the work as described in the job discation, and certify that the statement I have checked below is true:	lescription and at the project			
☐ I know of no medical condition or physical limitation that may adversely affect my ability to provide the second secon	nis service.			
I do know of a medical condition or physical limitation that may adversely affect my ability to provide	this service and have explained			
lt to	•			
(Name of Agency Official)				
I do hereby volunteer my services as described above, to assist in agency-authorized work. I agree to for guidelines.	ollow all applicable safety			
X. Cold. hell	BCT 7 2012			
(Signature of Volunteer)	(Date)			
The above-named agency agrees, while this arrangement is in effect, to provide such materials, equipm	·			
available and needed to perform the service described above, and to consider you as a Federal employ claims and injury compensation to the extent not covered by your volunteer group, if any.				
la de la companya de	1m 2)			
Sust John Marthur	10-9-12			
(Signature of Garyamment Representative)	(Date)			
Termination of Agreement				
Volunteer requests formal evaluation Yes No Evaluation Completed				
	(Date)			
Agreement terminated on	<u>.</u>			
(Date) (Signature of Government Representative)				
Public 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 0596-0080. The time required to complete this information collection is estimated to average 15 minutes 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) and U.S. Department of the Interior (USDI) prohibit discrimination in all programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marrial or family status. (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 (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA and USDI are equal opportunity providers and employers.				
Privacy Act Statement				
Privacy Act Statement  Collection and use is covered by Privacy Act System of Records OPM/GOVT-1 and USDA/OP-1, and is consistent with the provisions of 5 USC 552a (Privacy Act of 1974), which authorizes acceptance of the information requested on this form. The data will be used to maintain official records of volunteers of the USDA and USDI for the purposes of tort claims and injury compensation. Furnishing this data is voluntary, however if this form is incomplete, enrollment in the program cannot proceed.				

#### **Description of Volunteer Services and Special Provisions**

The intent of this agreement is to streamline administrative processes associated with mobilizing a statewide network of volunteers by eliminating the need to enter into Individual Volunteer agreements with each person participating in service on behalf of the US Forest Service and the Florida Trail Association (FTA) on the Florida National Scenic Trail (FNST). The Forest Service and FTA together are mutually invested in the success of this agreement. The Forest Service, FTA and the underlying land manager for the specific section of trail where volunteers are being engaged are responsible for providing oversight, coordination, and supervision as determined necessary for a given project.

The Forest Service and FTA will meet (at a minimum) annually to coordinate tasks related to this agreement. A work plan will be developed and approved by both the Forest Service and the FTA at the annual meeting, and subsequently reviewed by the appropriate land manager. This work plan will include identification of the supplies, materials, equipment, and facilities necessary to accomplish the approved work and a strategy for obtaining them. The various laws and regulations governing activities on federal lands (such as the National Environmental Policy Act, Historic Preservation Act and Endangered Species Act) associated with the work plan will also be discussed at this meeting paying special attention to the necessary lead time in order to ensure compliance.

#### **Description of Volunteer Services:**

<u>Perform Trail Maintenance</u> - design, build, maintain, and relocate the FNST and associated structures, in accordance with the "FNST Trail Class Design Parameters" and the "FTA Trail Manual," and approved land management plans for the FNST.

Maintenance of the trail is accomplished on a routine basis to provide for user safety, protect adjacent resources, preserve the trail tread, and provide user access and convenience. Maintenance activities include brushing, logging out, and sign and blaze maintenance. Mechanical methods of maintenance may be used where appropriate to keep the trail corridor open.

<u>Perform Structure and Facilities Maintenance</u> - structure and facility maintenance is conducted on a regular basis to ensure the safety of trail users; the structures may include boardwalks, bridges and campsites. Trail structures maintenance does not expand, significantly alter or build new structures but includes all remaining tasks such as in-kind replacement of parts, applying wood treatment, performing inventory and structure assessments, etc. Refer to the FS structure maintenance guidelines contained within the USFS Trail Maintenance Notebook, FTA Trail Manual & Basic Trail Maintenance Booklet, and associated resources available on-line at the Florida Trail Association's website 'Trail Maintainers Page' for more guidance.

<u>Volunteer Training</u> – FTA will host sufficient First Aid/CPR training, Chainsaw and Crosscut training for FTA volunteers to meet the requirements of the Forest Service Health and Safety Handbook. Hands on, per project, training for volunteers will be encouraged for additional technical skills such as using hand tools and performing basic trail maintenance activities. The FTA will also host activity leader training to familiarize volunteers with the health and safety requirements, Job Hazard Analysis, Safety Tailgate Sessions, appropriate Personal Protective Equipment for various trail maintenance activities and how to safely and effectively manage volunteer activities in the back country. Additional trainings to improve trail maintenance and inventory activities, such as GPS Training, may be identified and offered under this agreement as mutually agreed upon by the FTA and Forest Service.

<u>Volunteer Program Administration</u> – The FTA will assist the Forest Service with the annual reporting of volunteer program accomplishments by providing the National Forests in Florida with the total number of individuals and volunteer hours contributed via this Sponsored Volunteer Agreement, the type of work accomplished during those hours and where on the trail they were performed. The FTA will also encourage participation from minority, youth (under age 25), and other underserved populations and inform the Forest Service of the participation levels of members of these populations.

#### **Special Provisions:**

- (1) In accordance with US Forest Service policy and the authorities contained within the Volunteers in the National Forests Act of 1972 (VIF), volunteers contributing under this agreement will be considered federal employees for purposes (and only for purposes) of worker's compensation and tort to the extent not covered by the sponsor or the underlying land manager.
- (2) FTA agrees to keep an up-to-date and accurate documentation of all volunteers contributing under this agreement, and to be able to provide that list to US Forest Service and land managers upon request.
- (3) The FTA shall maintain records of volunteer training, certifications and re-certifications and make those records available to the Forest Service upon request.
- (4) Equipment purchased in support of this volunteer agreement will be inventoried and maintained annually. FTA shall make these records available to the Forest Service by request.
- (5) Official representatives of the FTA will be allowed to recruit, train, sign-up, and coordinate volunteers on behalf of the FTA and the Forest Service. Official representatives are defined as Chapter Officials, Section Leaders and Activity Leaders as maintained by the FTA.

- (6) FTA will make the following information available to its Official Representatives and volunteers, and will inform representatives of the information's availability on the FTA website: (1) Forest Service Health and Safety Code Handbook; (2) Job Hazard Analyses related to the Description of Services contained within this agreement; (3) volunteer sign-up sheet (can be the FTA Assumption of Risk and Sign-In Sheet); (4) safety tailgate session instructions; and (4) procedures and forms associated with volunteer injury response requirements. FTA and the Forest Service will work together to comply with the Forest Service Health and Safety Code Handbook, and will treat volunteers no differently than Forest Service employees with respect to safety requirements.
- (7) FTA will inform volunteers of the health and physical condition requirements of the service project for which they are being recruited, and will provide volunteers with an opportunity to disclose any medical conditions that may affect their ability to serve.
- (8) If at any time either the Forest Service or FTA identifies a condition that may lead to a volunteer being a danger to him/herself or others on a given project, an alternate service project will be identified and the volunteer will be redirected by either the Forest Service or FTA, depending on who can alleviate the safety concern the fastest.
- (9) Commuting time travel from the volunteer's home to the project site parking area is not covered by this agreement; the project site parking area is defined as the rendezvous point for volunteers where vehicle travel ends and work activity begins, most typically a trailhead or trail access point. Hiking from the parking area to the specific project site where work will take place is covered by this agreement.
- (10) The Forest Service and FTA recognize that users of the FNST may occasionally perform beneficial services such as trash collection, unplanned trail inventory, or other tasks included in the description of services above while recreating on the trail. These users will only be considered volunteers if the primary intent of their FNST use is/was volunteer service and they have coordinated their service with FTA such that FTA has the opportunity to provide oversight for the service activity and to coordinate the activity with the Forest Service. Long distance hikers who occasionally collect data or periodically perform other services as an incidental activity while on the trail, for example, will not be considered sponsored volunteers.
- (11) This volunteer agreement will be in effect on the date signed by the Forest Supervisor, and will remain in effect for five years from that date. The agreement will be reviewed annually by the Forest Service and FTA, and any subsequent amendments or modifications will be by mutual consent of both partners.

#### Florida National Scenic Trail Application for Certification

#### I. Name and Description of Managing Authority Responsibility for the Segment

Orange County, Florida a charter county and political subdivision of the State of Florida

#### II. Location and Description of Segment

The Florida National Scenic Trail will be located as generally depicted on the planning maps for the following public lands units in Orange County: Split Oak Forest Mitigation Park & Wildlife Environmental Area, Moss Park, Crosby Island Marsh Preserve, Innovation Way Trail, Pine Lily Preserve, Hal Scott Regional Preserve, and Savage/Christmas Creek Preserve.

#### III. Use of the Trail

Pedestrian use is allowed on all units with some allowing bicycle and equestrian use. Currently the Innovation Way paved trail is also open to bicycle use and designated trails within Hal Scott Regional Preserve are open to equestrians and bicyclists. Designated Trails within Split Oak Forest Mitigation Park & Wildlife Environmental Area, Pine Lily Preserve and Savage Christmas Creek Preserve are open to equestrians. Check individual unit plans as regulations may change.

#### IV. Managing Policies and Practices

Describe the management plans and regulations which apply to public use of the Trail. Specify any fees or permits required for use of the Trail or support facilities. Describe how the maintenance will be performed and by whom. Describe what trail protection measures will be taken by the managing authority. Enclose a copy of the proposed or associated management plans.

All units are managed for passive recreational use and conservation areas for native wildlife and vegetation habitat. Trails are currently maintained by the County. Future trail maintenance and connector trail construction will be coordinated with the USFS, and as appropriate and available, Florida Trail Association staff and volunteers. Trail standards will be referenced in the accompanying Memorandum of Understanding between the US Forest Service and Orange County.

Individual Unit Plans may be located here

http://orangecountyfl.net/Environment/NaturalLands/ExploreOurNaturalLands

#### V. **Affirmation**

I hereby affirm that,

- a. I am duly authorized to represent the managing authority named above;
- b. The segments are in existence and available for public use regardless of race, color, or creed:
- c. The segment is managed in accordance with the Comprehensive Plan of the FNST, and the segment's management plan
- d. I, or another representative of the managing authority, will notify the USDA, Forest Service if there is a change in the location or status of the segment;
- e. The official FNST markers to be supplied by the USDA, Forest Service will be posted along the trail and maintained;
- The USDA, Forest Service will be informed concerning the status, as well as anticipated changes, of this segment on at least an annual basis; and
- If the segment is a non-Federal segment, it will be managed without expense to the United States.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

Orange County Mayor

10.18.17

ATTEST: Phil Diamond, CPA, County Comptroller

As Clerk of the Board of County Commissioners

BY: Craig (1. Stopayso

fol Deputy Clerk)

Date 11/6/13

### VI. <u>Certification</u>

I hereby certify the trail described in this application qualifies and is accepted as a segment of the FNST and is officially mapped and recorded.

Signed \_\_\_\_

Forest Supervisor

National Forests in Florida