



# Volusia County Trails Master Plan





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## 1.0 EXECUTIVE SUMMARY

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*The Volusia County Trails Master Plan is a compilation of a 22-year strategic approach to develop a world-class trail system in Volusia County. No one entity can be credited with the overwhelming success the county and its partners have had in laying the groundwork to connect our communities and natural areas.*

When the first trails plan was approved by the **Volusia County Council** in 1999, it was the beginning of a collaboration that would prove to be one of the county's greatest success stories. What started with a small budget and a desire to improve quality of life for residents morphed into a well-funded, professionally designed, nonmotorized transportation system that is promoted and supported by a host of local, state and federal partners. Today Volusia County celebrates over 92 miles of paved trails.



**Green Springs is a wonderful stop on the Spring-to-Spring Trail**

The vision is comprehensive and gives consideration to economics, tourism, quality of life, community participation and regional perspectives. This document provides a summary of activities throughout the years and a goal for completing and maintaining the system in perpetuity for residents as well as a means to draw environmentally conscious visitors to Volusia County.

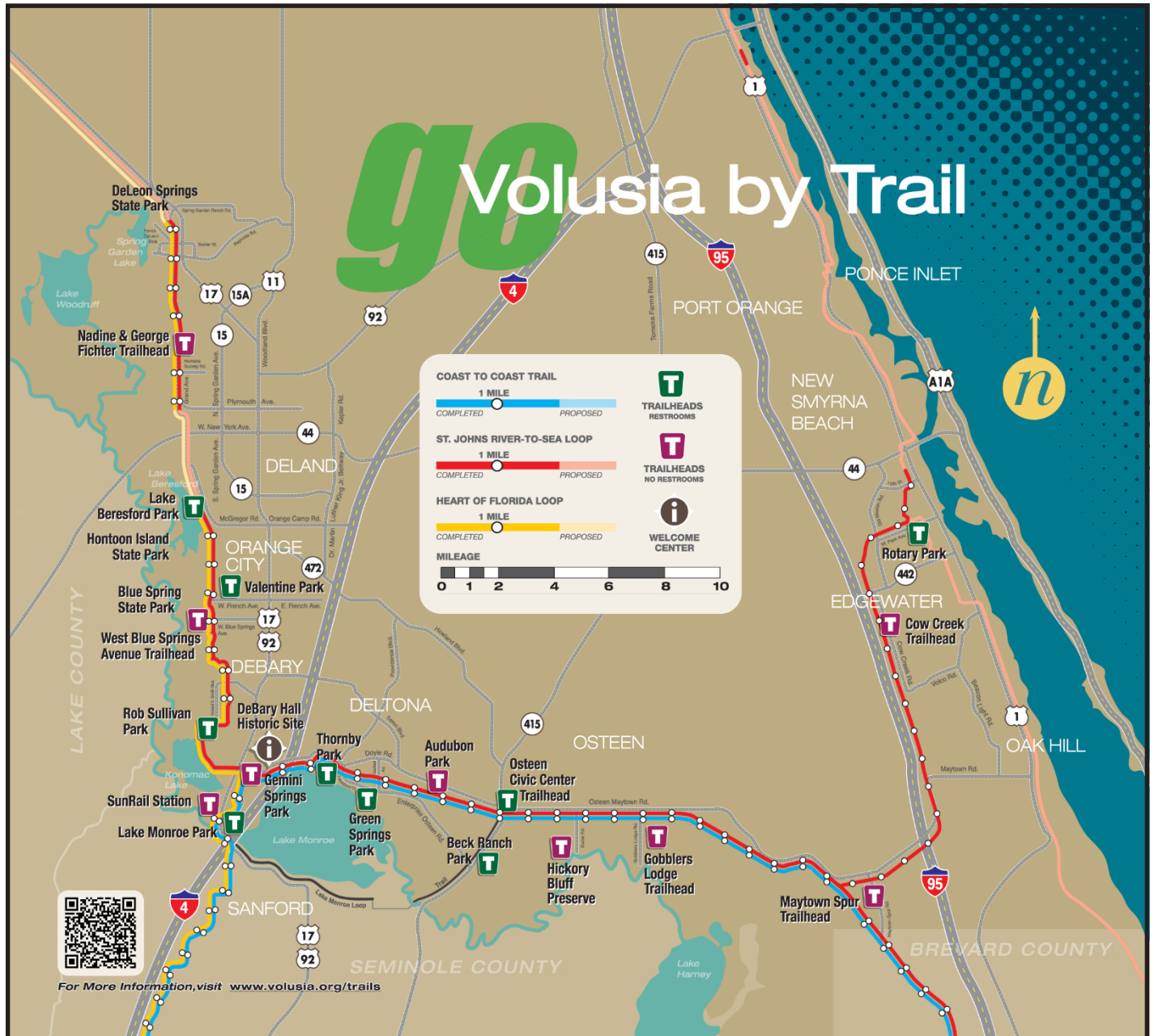
Volusia County has completed its portion of the State's Coast-to-Coast trail system. Volusia County continues to implement its pledge to complete the **St Johns River-to-Sea Loop (SJR2C Loop)**. Much of Volusia's east side cities are working directly with the **Florida Department of transportation (FDOT) – SUN Trail** program to develop their portion of the **SJR2C Loop**.

The cities have provided their trail development plan to the county and their plan has been incorporated into the County's trail database and included in this master plan. Each city is responsible for its own trail development. The county will continue to build trails to connect the trail gaps along the **SJR2C Loop** and connect the paved trail system to recreational assets and other points of interest.

## 2.0 INTRODUCTION

Volusia County is poised to rebrand itself as the prime destination for ecotourism opportunities in Florida. By working collaboratively with its state, federal and local partners, the county has vastly expanded access to its wealth of natural areas and has become recognized as a leader in trail planning activities.

Few organizations have been blessed with the many tools needed to plan, design, construct and properly maintain a world-class trail system. Volusia County has been working diligently to build a framework that includes the resources and funding needed to accomplish this goal and to provide outstanding, quality-of-life projects for its residents and visitors.



## 2.1 Project Purpose

In the 1990s, the State of Florida recognized the environmental and economic benefits of providing an interconnected framework of trails and natural areas throughout all 67 Florida counties. The state's effort began as a two-pronged approach to purchase significant conservation corridors and link them with trails built along abandoned rail corridors.

The **Florida Department of Environmental Protection (FDEP)** was charged with planning and acquisition, and the **Florida Department of Transportation (FDOT)** was charged with funding.

The program morphed over time to engage local governments in the planning, design and management of a Statewide Greenways and Trails System. This “bottoms up” planning approach allowed each municipality and county to incorporate ecotourism, economic development, health initiatives and conservation priorities into local government trail planning programs. It also provided a larger framework for promotion, tourist development and trail funding.



**Officials, grassroots advocates, and local politicians cut the ribbon at the DeLeon Springs pathway in 2021.**

**Visit Florida** and **Florida's Scenic Highways Program** became portals to promote the system and encourage visitors and residents to enjoy nature's bounty. The statewide network grew exponentially as federal and state transportation funding became available for local governments to build and maintain trail segments.

The Intermodal Surface Transportation Efficiency Act (ISTEA), the Transportation Equity Act for the 21st Century (TEA-21) and the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU) were some of the early federal funding sources for bike trails and scenic highway projects.

While all these programs provided a stable funding source, some local governments had difficulty justifying the stringent federal requirements for smaller projects, which often added up to three times the cost for design and construction.

In environmentally sensitive areas, the cost and timeframe required to analyze impacts could last years before design and construction funds were allocated.

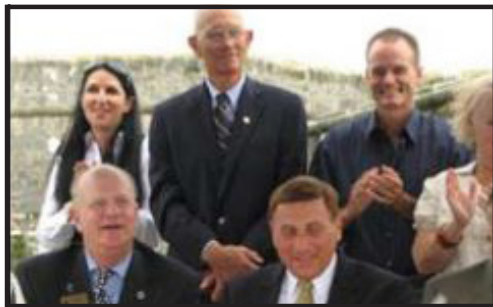
Volusia County, with its vast natural and recreational resources, plays an integral role in the implementation of the statewide and regional trail plans. The **Volusia County Council** approved the first trails plan and the official trails plan map in November 1999.

The plan envisioned a network of connections and destinations linking conservation areas, neighborhoods, parks, schools, businesses and downtown areas.

The plan was updated and approved by the County Council in 2004. The county's comprehensive plan was updated to include trails and scenic highways as county priorities. The **Volusia ECHO** and **Volusia Forever** programs were also launched as taxpayer-approved initiatives to fund conservation, open space and trails.

In 2008, the **Volusia County Council** allocated \$1 million a year from the **Volusia ECHO** program to fund new trail development within the county. These funds were also used to leverage federal and state dollars to further Volusia County's new trail development program.

On September 22, 2008, officials from Brevard, Flagler, Putnam, St. Johns, and Volusia County met with Senator Bill Nelson and Congressman John Mica in St. Augustine, to sign a memorandum of understanding to confirm their commitment to finish the St Johns River-to-Sea Loop.



**Officials signing in support  
of the River-to-Sea Loop**

In 2015, the Florida Legislature created the **Shared Use Nonmotorized (SUN) Trail** program. This program was funded through new vehicle registration fees which collect an estimated \$25 million per year. These funds are dedicated to developing Florida trails on the states trail priority network.



The program is administered by **FDOT**. Volusia County was awarded **SUN Trail** funding for the county's portion of the **Coast-to-Coast Trail (C2C)** and the **St Johns River-to-Sea Loop (SJR2C)**. These are non-matching funds but require the public entity to maintain the trail in perpetuity once built.

The county also has the ability to supplement alternative transportation expenditures with scenic highway funding and other state funding sources, as well as local taxpayer-based funding initiatives.

Enabling legislation for the Florida Greenways and Trails Act and the **SUN Trail** network are included in the appendices of this master plan.

## 2.2 Economic & Health Benefits of Trail Investment

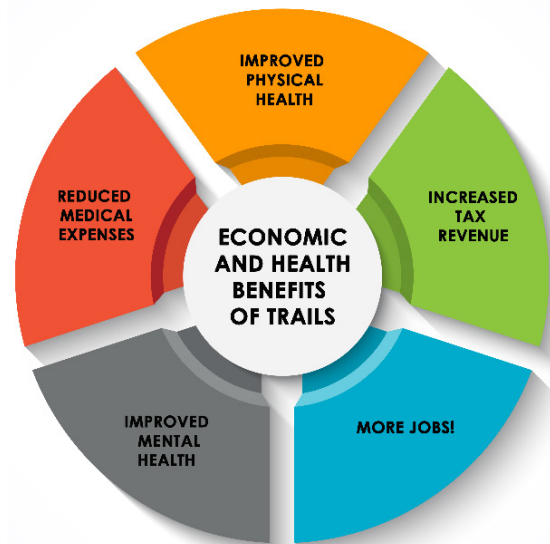
*According to 1000 Friends of Florida, Florida's natural lands are the state's greatest economic asset. A 2017 study by the Outdoor Industry Association reported that outdoor recreation generates 485,000 direct jobs, totaling \$17.9 billion in wages and salaries, as well as \$3.5 billion in state and local tax revenue.*

The **Florida Department of Environmental Protection** commissioned an economic impact study during the same time period and found that outdoor recreation in Florida generates \$145 billion in total economic output. That includes \$70 billion in visitor spending and \$20 billion in resident spending. It generates \$10 billion in tax revenue and supports 1.2 million jobs. Over \$60 billion in spending occurs in parks and on other public lands.

The average statewide annual expenditure on outdoor recreation activities per resident in Florida is \$1,351. Volusia County ranks 13th in resident and visitor spending, \$434,637,825 and \$1,566,362, respectively – for a combined total of over \$2 billion! A copy of the full economic report can be found at [floridadep.gov/parks](http://floridadep.gov/parks). An excerpt of the report outlining activity spending in Volusia County is appended to this report.

The financial benefits of trail investment extend beyond economics and into health-related impacts. "Nature deficit disorder" is an idea that children are spending less time outdoors, and this change results in a wide range of behavioral problems. The term was coined by author Richard Louv in his national bestseller titled *Last Child in the Woods*.

A June 23, 2020, article in the New York Times titled *Nature Deficit Disorder Is Really a Thing* validates his assumptions through interviews with parents who noted extreme behavioral changes in their children during the COVID-19 pandemic lockdown. When these children were allowed back in outdoor spaces, they appeared calmer, more regulated and happier.



Harvard Health Publishing, part of Harvard Medical School, found that exercise reduces anxiety and provides relief for depression. The American Heart Association found that every dollar spent on walking paths saves \$3 in medical expenses.

Whether it's physical, mental or financial health, numerous studies have shown that the economic benefits of trails and outdoor recreation far outweigh the risks of doing nothing. Trails are, perhaps, one of the best investments Volusia County can make to ensure that we are positively impacting current and future generations.

## 2.3 Project Vision

*The breakneck speed at which Volusia County has been designing and constructing various trail segments could not be possible without a comprehensive roadmap. Most local government organizations that develop trail plans do so to create a vision that will over time lead to an end product that is supported by its leaders and embraced by the community.*

Volusia County has the good fortune to develop this document as a status report to the **Volusia County Council** outlining a 20-plus year effort of collaboration and partnerships that have brought us much closer to reality than we could have imagined.

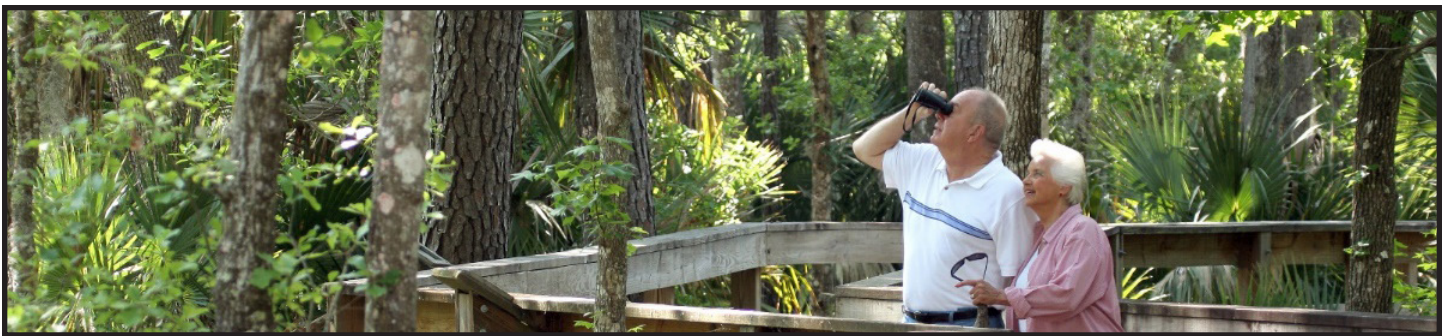
Throughout the years, county staff has worked diligently to ensure that its County Council remains informed and included in the trail program. The capital improvement updates provided by the County Engineer follow years of public input and collaborative master planning.

The maintenance and trail management updates provided by the parks and recreation director reflect long-term planning for the county's parks and trails infrastructure and a continuous feedback loop that has been established with our local, regional, state and federal partners.

The **FDOT** work program updates provided by the county traffic engineer reflect years of working together with the **River-to-Sea Transportation Planning Organization** (TPO) and its advisory committees to prioritize the trail network and its amenities.

The comprehensive plan updates provided by the growth and resource management director reflect the continued commitment to embrace the mission and the roadmap that has been systematically advanced since its inception.

All the individual trail projects brought before the County Council are segments of the larger plan that was envisioned many years ago and nurtured over time. Master plans were created as regional projects evolved to incorporate key project objectives.



### Relevant trail master plans that county professionals have been actively involved with are listed below:

- **Florida Greenways and Trails System Plan (2019-2023)**
- **East Central Regional Rail Trail Management Plan (August 2019-2029)**
- **St Johns River-to-Sea Loop Strategic Plan (2018)**
- **Coast-to-Coast Trail Plan (2016)**
- **Volusia Trails Plan (1999)**
- **River-to-Sea TPO Bicycle and Pedestrian Plan (2018)**
- **Florida Circumnavigational Saltwater Paddling Trail Plan (ongoing)**
- **Florida Black Bear Scenic Byway Corridor Management Plan (2008)**
- **River of Lakes Corridor Management Plan (2009)**
- **Ormond Scenic Loop & Trail Corridor Management Plan (2007)**
- **Heritage Crossroads: Miles of History Corridor Management Plan (2000)**
- **Indian River Lagoon National Scenic Byway Corridor Management Plan (2000)**
- **Halifax Heritage Byway Corridor Management Plan (2020)**
- **State Comprehensive Outdoor Recreation Plan (2019)**

## 2.4 Comprehensive Plan Policies

*Volusia County's comprehensive plan demonstrates the county's strong commitment to trail, conservation and open space planning. Goals, objectives and policies are interwoven throughout the transportation, historic preservation, recreation and open space, coastal, and conservation elements.*

### Transportation Element Policies

**2.1.10.1** Volusia County shall use the Volusia Trails Plan as a guide to supplement the transportation network with interconnected, nonmotorized recreational traffic corridors.

**2.1.10.2** Volusia County shall develop pedestrian and bicycle ways to connect major activity centers and other special trip generators with public uses such as schools, libraries, parks and intermodal transit nodes where feasible.

**2.1.10.3** Volusia County shall follow FDOT bicycle compatible design standards for all new and reconstructed collector and arterial roads.

**2.1.10.5** Volusia County shall integrate bicycle and pedestrian features into transit planning (i.e., bicycle racks on buses, secure bicycle storage lockers, etc.).

**2.1.10.6** Volusia County shall coordinate bicycle and pedestrian improvements with the River-to-Sea TPO's Bicycle and Pedestrian Advisory Committee and shall work to support the implementation of the TPO Bicycle/Pedestrian Plan.

**2.1.10.8** Volusia County shall continue to coordinate with the TPO to develop and update the Countywide Bicycle and Pedestrian Plan.

**2.1.10.10** Volusia County will continue to look for opportunities to complete connections between existing and proposed bicycle and pedestrian facilities.

**2.3.1.1** Volusia County shall continue to utilize established procedures and criteria from federal, state and local authorities for designating Scenic Corridors.

**2.3.1.3** Wherever historical sites, parks, recreational and other public uses exist along a Scenic Corridor, consideration shall be given to connections to these sites.

**2.3.1.4** Volusia County shall promote and protect scenic views by recognizing and participating in voluntary community based scenic highway initiatives through state and federal scenic highways programs.

**2.3.2.2** After a Scenic Corridor has been designated, a management plan for each corridor should be prepared by the managing entity. The plan should, at a minimum, analyze existing conditions and provide guidelines for managing the vegetation within the public right-of-way; establish speed limits along the designated route; and consider the potential for multiple-use bicycle and pedestrian facilities, design and placement of information and directional signs, and needed roadway improvements.

**2.3.2.3** Should the Volusia County Council find that the scenic value of a designated corridor outweighs the benefits of increased vehicular capacity or other considerations, exceptions to minimum level of service (LOS) standards and roadway design standards may be considered on county managed roadways.

**2.3.2.4** Volusia County shall hold a public hearing prior to the construction or reconstruction, except for routine maintenance, of any designated Scenic Corridor under county management.

**2.3.3.2** Volusia County will adopt by reference the Corridor Vision of the following designated scenic highways: (1) Ormond Scenic Loop and Trail; (2) Florida Black Bear National Scenic Byway; (3) River of Lakes Heritage Corridor National Scenic Byway; (4) Heritage Crossroads: Miles of History Heritage Highway; (5) Indian River Lagoon National Scenic Byway, and (6) Halifax Heritage Byway – An American Tapestry.

**2.3.3.4** County shall coordinate with FDOT, affected municipalities and volunteer groups in the preparation of master plans for designated scenic highways to provide for safe bicycle and pedestrian circulation, traffic calming and aesthetic improvements.

**2.3.3.5** Volusia County shall cooperate with FDOT, byways organizations and affected municipalities in the development of interpretive/educational signage along designated scenic highways.

## Historic Preservation Element Policies

**17.4.1.1** Continue to include historic resources and their associated landscapes and contexts as a part of the county's land acquisition programs when purchasing property for recreation, conservation and open space uses.

**17.4.2.2** Continue to utilize Volusia ECHO as a dedicated funding source for the restoration, management and operation of significant historic properties.

## Recreation & Open Space Element Policies

**13.1.1.7** Volusia County shall continue to coordinate with the TPO to maintain a countywide bicycle facilities plan to identify routes for both recreation and alternative modes of transportation.

**13.1.3.1** Continue to seek interlocal agreements among and between local governments to identify and coordinate all park and recreational plans to ensure cost effectiveness, eliminate duplication and ensure that countywide needs are being served.

**13.1.3.7** Continue to work with the appropriate local, state and federal agencies, the St. Johns River Water Management District, nonprofit organizations and others to acquire and manage a countywide open space and recreation system.



**13.1.5.3** Continue to fund the operation and maintenance of parks and recreational facilities.

**13.1.5.4** Submit applications to local, state and federal grant programs for the acquisition, planning, development, management and maintenance of county owned and leased lands. Programs include, but are not limited to:

- **Volusia ECHO**
- **Florida Recreation and Development Assistance Program**
- **Land and Water Conservation Fund Program**
- **Florida Forever**
- **SUN Trail Program**
- **Florida Boating Improvement Program**
- **Save Our Rivers Program (SJRWMD)**
- **Ponce de Leon Inlet and Port District**
- **Florida Inland Navigation District**
- **Florida Communities Trust Program**



**13.1.5.1** Continue to use the Volusia Forever and ECHO programs as a means of implementing the Recreation and Open Space Element.

**13.1.5.2** Periodically solicit funding through the Florida Forever and other programs for acquisition of endangered, environmentally sensitive/significant and recreational lands.

**13.2.3.1** To the extent possible, Volusia County shall identify and acquire available abandoned railroad rights-of-way that have recreational trails potential and provide linkages to public parks, recreation areas and historic sites; connect or provide access to existing trails; and offer the potential for multiple use.

**13.2.3.2** Volusia County shall develop and promote recreational trails as a part of the county's nature-based tourism package, consistent with environmental requirements of the Land Development Code.

**13.2.3.3** Wherever possible, the Volusia County Recreational Trail Corridors shall be coordinated with other national level trails such as the East Coast Greenway and the Department of Environmental Protection Office of Greenways and Trails as well as other state trail systems.

**13.2.3.4** Volusia County shall coordinate with utility companies with the potential multi-use concept for open space and recreational trails within utility easements.

**13.2.3.5** To the extent practical, utility easements (overhead transmission lines, gas and water) shall be made available for bike paths, nature, jogging and horse trail development. This off-road corridor system shall be designed and developed to connect neighborhoods and communities to recreation and open space facilities.

**13.2.3.6** Volusia County shall coordinate with the State Parks system for potential off-road recreational corridor easements.

**13.2.3.7** Volusia County shall coordinate with other local governments for recreational trails within their jurisdictions.

**13.3.1.1** Establish trail alignments that minimize environmental impacts while providing a unique user experience.

**13.3.1.2** Include parking areas, trailhead maps, wayfinding signs, mile markers and emergency markings for new and existing trails.

**13.3.1.3** Utilize trail maps, mobile applications, websites, educational signage and virtual tours when appropriate.

**13.3.2.1** Construct trails to connect gaps in the Coast-to-Coast Trail and the St Johns River-to-Sea Loop.

**13.3.2.2** Include restrooms and paved parking areas at new and existing trails.

**13.3.2.3** Coordinate with municipalities to connect city parks and urban areas to the county's paved trail system.

**13.3.2.4** Minimize use of on-road trails and shared road trails to increase user safety and enhance user experience.

**13.3.3.1** Alignment should be scenic and offer unique experiences to highlight the sights, smells and sounds of the natural environment and provide rest areas at visual vistas where appropriate.

**13.3.3.2** All mountain bike trails shall meet the International Mountain Bicycling Association's best management practices and comply with safety standards.

**13.3.4.1** Improve county managed marketing platforms including the county's trails website and the Parks and Trails mobile application.

**13.3.4.3** Provide users with easy access to useful information such as trail locations, site maps, wayfinding signage, parking information, mile markers, trail difficulty and emergency contact information.

**13.3.4.4** Partner with neighboring counties and cities on trail alignment and map coordination for trails that cross jurisdictional boundaries.



## Coastal Element Policies

**11.6.1.1** Beach access facilities shall, to the greatest extent possible, be provided in accordance with the county's Beach Management Plan and the county's Beach and Dune Ordinance.

**11.6.1.3** The establishment and/or improvement of vehicular beach ramps, including ramp expansion and improved handicapped access shall be consistent with the county's Beach Management Plan and federal ADA requirements.

**11.6.1.4** The priority for new pedestrian access shall be pedestrian walkovers or other alternatives that do not harm the dune system.

**11.6.1.5** The county will, in cooperation with the appropriate coastal cities, continue to identify the need for any new parking areas to improve public beach access.

**11.9.1.9** Volusia County will promote green infrastructure as a tool for resiliency and the protection of water quality and coastal systems.



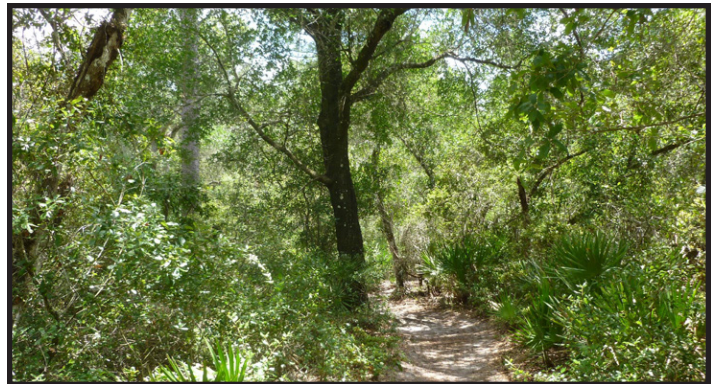
**Smyrna Dunes Park**

## Conservation Element Policies

**12.1.3.6** Volusia County shall encourage the use of green infrastructure to protect the ecological functions of natural drainage ways.

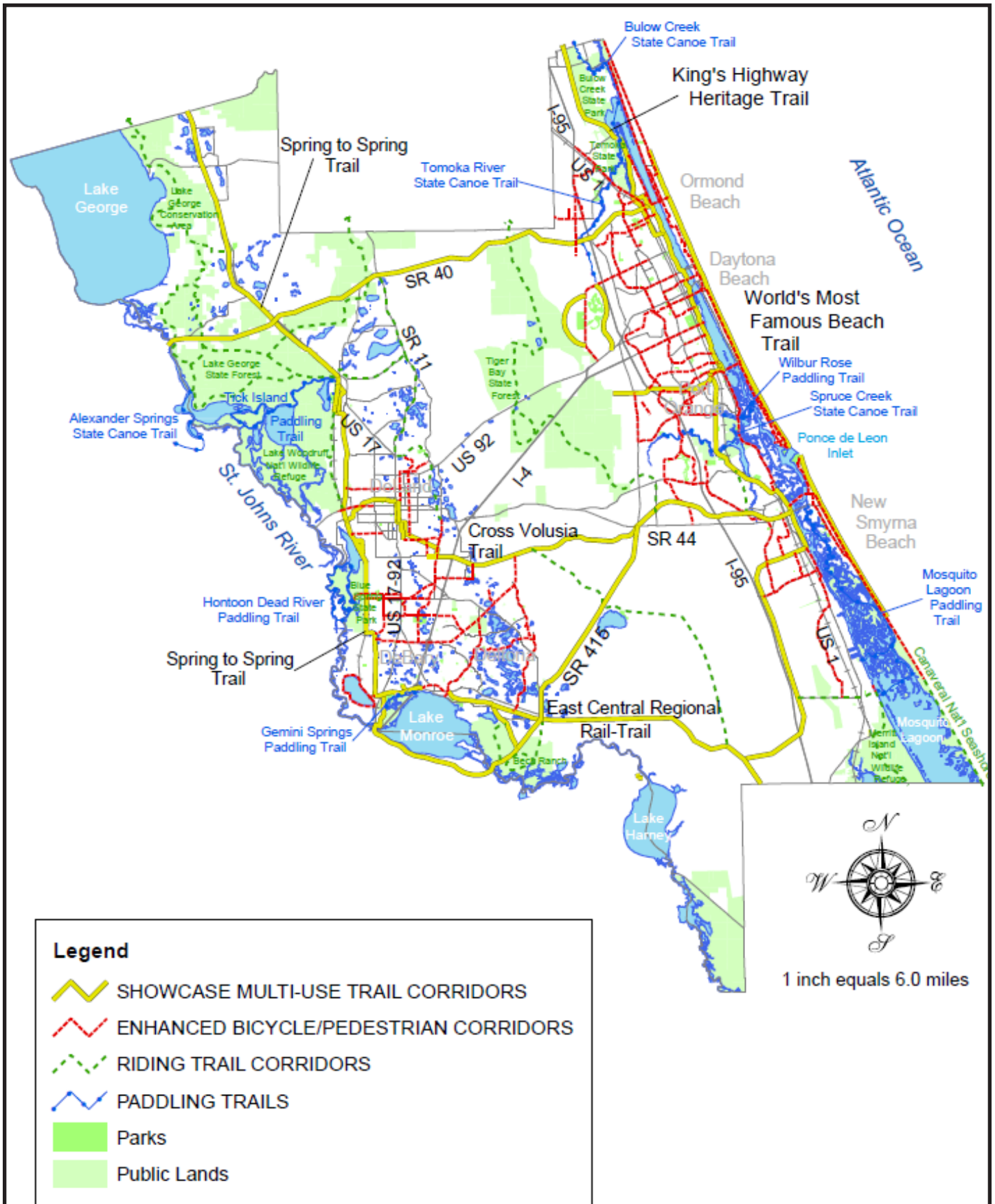
**12.2.1.6** Preservation of land and environmental resources (flora and fauna) may be accomplished by both fee simple and less-than-fee simple acquisition techniques.

**12.2.1.7** Pending funding availability, the Volusia County shall continue to utilize the Volusia Forever program to purchase conservation lands.



**Nature Trail in a conservation area**

## 3.0 TRAIL DEVELOPMENT BACKGROUND

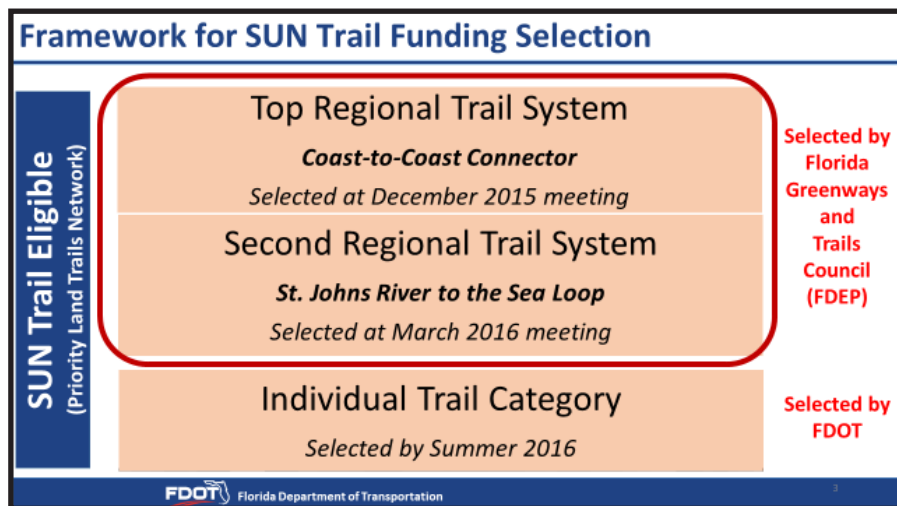


## 3.1 Coast-To-Coast Trail & St Johns River-to-Sea Loop

The Florida Greenways and Trails Council (**FGTC**) is a legislatively appointed council that was established to advise the **Florida Department of Environmental Protection (FDEP)** on greenways and trails issues. The **FGTC** includes appointees from each state agency, the water management district, the regional planning council, local government, private landowners and trail user groups.

The **FGTC** recommends priorities for critical links in the system and provides funding recommendations for developing and managing the system. In 2015, the Florida Department of Transportation (**FDOT**) requested the **FGTC** to recommend a regional trail system for **SUN Trail** funding. **FGTC** recommended the Coast-to-Coast Trail. In 2016, the **FGTC** recommended the St Johns River-to-Sea Loop as the second regional trail system to receive **SUN Trail** funding. Both trail systems are funded through completion with no local matching funds required.

Procedurally, **SUN Trail** funds are added to the **FDOT** five-year work program by the State of Florida and allocated to individual project segments. The county acts as the Local Agency Program (LAP) Administrator through its Engineering and Construction Division to hire consultants who design each segment in the unincorporated area. As construction funding becomes available, the county oversees the construction process. To receive the funds, the county is required to sign a maintenance agreement for each segment. Each of Volusia's municipalities is responsible for trail segments within their own jurisdictions.



While Volusia County is not required to provide matching funds, there are some items for which the state will not provide reimbursement. **SUN Trail** will not fund the following amenities:

- **Benches, bicycle racks, bicycle air or repair stations**
- **Buildings or enclosed structures**
- **Shade structures, gazebos, picnic pavilions**
- **Concession stands**
- **Scenic overlooks or fishing platforms**
- **Kiosks, interpretive panels**
- **Landscaping**
- **Litter or recycle receptacles and doggie bag dispensers**
- **Parking areas, trailheads and camping areas**
- **Restrooms**
- **Maps, mile markers and way finding signage**
- **Playgrounds or fitness equipment**
- **Promotional, marketing or educational materials**
- **Sculptures, monuments or art**
- **Water fountains, splash zones, showers, water features or irrigation equipment**

The **Statewide Greenways and Trails Plan** lists trails that are in the state's priority trail network. Only trails in the priority network are eligible for SUN trail funds.

Also, public right-of-way acquisition for trail development through the **SUN Trail** program is limited to willing sellers. Thus **SUN Trail** funds cannot be used to acquire land by eminent domain or to build trail segments on property that was obtained through eminent domain.

Volusia County's \$1.5 million trail set-aside through the **Volusia ECHO** program can be used for these purposes, as well as for the bulleted items listed on the previous page.



See more maps at: <https://floridadep.gov/parks/ogt/media/house-graphics-draft-ogt-2018-2022-priority-trails-map>

### 3.1.1 Coast-to-Coast Trail

The **Coast-to-Coast Trail (C2C)** envisions a continuous paved multi-use trail across the State of Florida from the Gulf of Mexico to the Atlantic Ocean. It will span approximately 250 miles, linking communities between St. Petersburg and Titusville.



This corridor includes a majority of the 51-mile East Central Regional Rail Trail, which was originally acquired by the **Florida Department of Environmental Protection (FDEP)**, Office of Greenways and Trails (OGT), as part of the **Rails-to-Trails** program. The trail is linking all or part of several existing multi-use trails and will be managed by a broad range of local governments and other affected agencies. The Volusia portion of this project is complete.



## 3.1.2 St Johns River-to-Sea Loop

The **St Johns River-to-Sea Loop (SJR2C)** is a 260-mile paved, multi-use trail project that traverses five Florida counties – Brevard, Volusia, Flagler, St. Johns and Putnam. Portions of the loop in Brevard and Volusia counties are also part of the **Coast-to-Coast Trail (C2C)**.

The SJR2C begins in Titusville and proceeds along the **C2C** to DeBary, where the **C2C** branches south and west. The SJR2C continues north to Palatka, then heads east to St. Augustine before turning south to close the loop at Titusville. Parts of the trail system are already in existence from the early **FDEP/FDOT** trail efforts, and some are under development along Florida's Atlantic Coast and the St. Johns River corridor.

The base of the SJR2C came to fruition when the State of Florida purchased a 51-mile rail bed in southern Volusia and northern Brevard counties and a 19-mile rail bed in west central St. Johns and northeast Putnam counties. In September 2008, a memorandum of agreement was signed by the five counties – Brevard, Volusia, Flagler, St. Johns and Putnam – emphasizing their commitment to complete the trail. The first official tour of the SJR2C took place 2008. It was hosted by Bike Florida and sponsored by the Florida Wildflower Foundation.

The **St Johns River-to-Sea Loop Alliance** was established as a 501(c)3 nonprofit in 2016 with the mission to support, advance, advocate, promote and protect the SJR2C. The alliance is positioned to assist stakeholders in trail development, planning and prioritization.



The group promotes awareness of the trail and nearby communities through a variety of communication means and special events. It also focuses on health and fitness, economic development, environmental protection, and social equity. The board is composed of representatives from each of the five counties, and they are structured with an advisory board that is composed of various stakeholders across the region as well as national and local trail advocates.

## River-to-Sea Trail

Volusia County's first trail segment, the **River-to-Sea Trail**, opened in August 2000. It connects Gemini Springs Park with **DeBary Hall Historic Site**.

In 2006, the **Lake Monroe Trail** opened and connected trails in Gemini Springs Park to Lake Monroe Park.



## East Central Regional Rail Trail

Volusia County opened the first segment in February 2012. The 5.7-mile segment runs from Providence Boulevard in Deltona to State Road 415 in Osteen.

Construction on two pedestrian overpasses in Edgewater and Osteen began in January 2014; they now provide safe passage for trail users over State Roads 415 and 442. In addition, five trailheads have been built at:

- **DeBary Hall Historic Site**
- **Gemini Springs Park**
- **Lake Monroe Park**
- **Lake Beresford Park**
- **Blue Spring State Park**
- **Grand Avenue in Glenwood.**

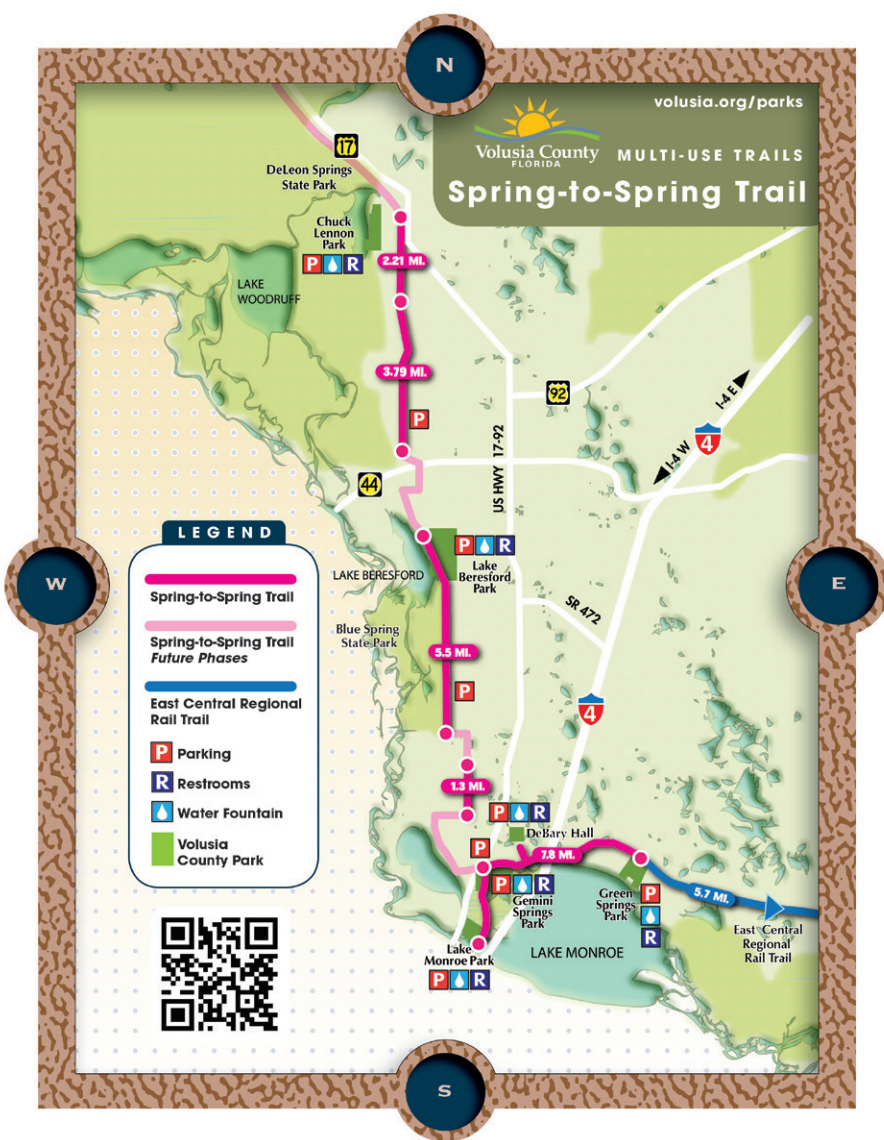
## Spring-to-Spring Trail

This wildly popular trail in western Volusia County is a multi-use trail that is being constructed as a paved, 12-foot wide, separate path within public rights-of-way.

When complete, the **Spring-to-Spring Trail** will stretch 26 miles from Green Springs Park to DeLeon Springs.

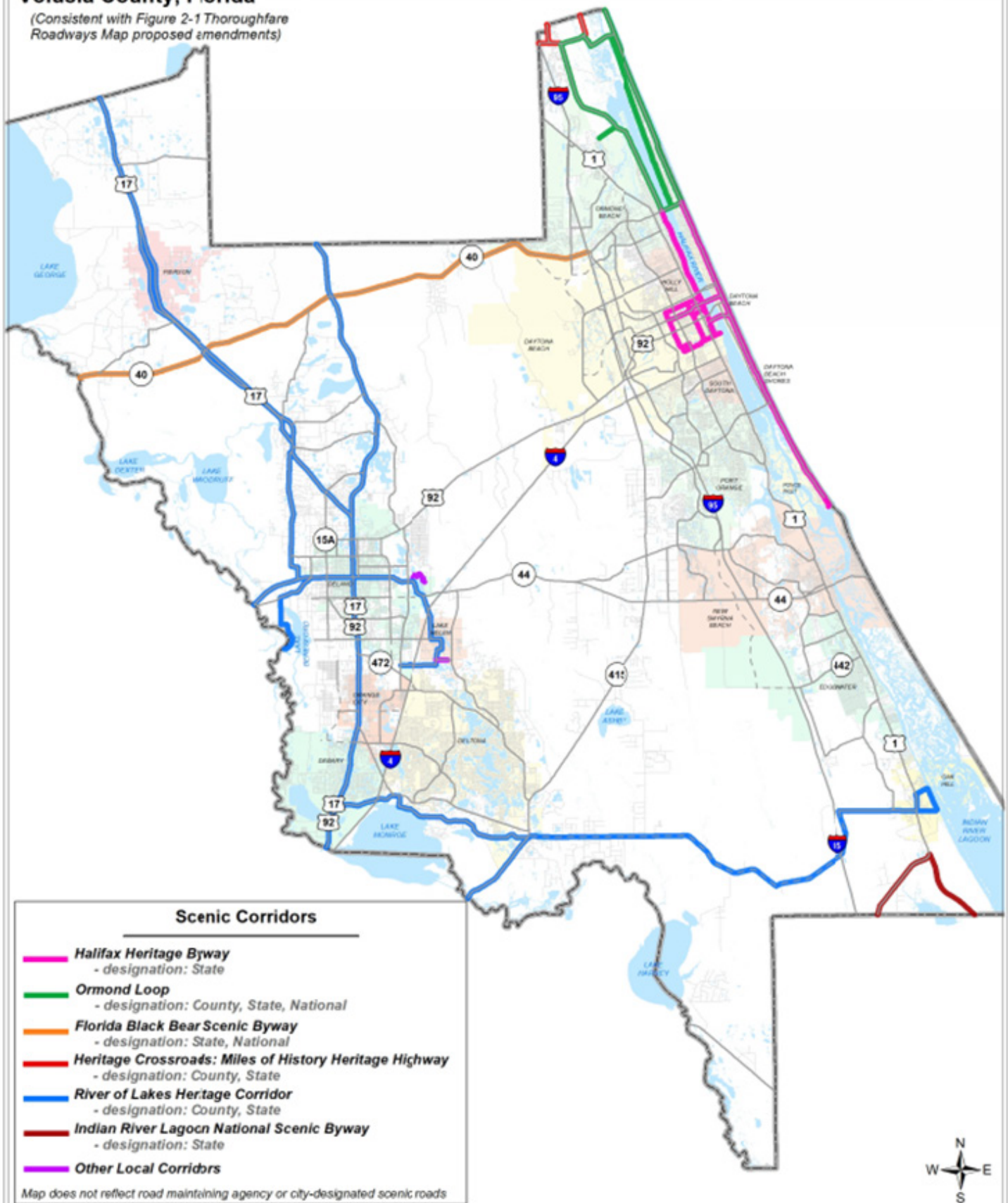
Information on the timing of future trail segments is provided in Section 5.0 of this report. The Office of Greenways and Trails continues to do gap analyses and public outreach efforts for its regional trails to ensure that seamless connections continue to be funded and constructed.

Volusia County continues to effectively do its part to realize the vision of the Statewide Greenways and Trails System.



# **Figure 2-5 (Final with Adoption)** **Scenic Corridors 2035 Map** **Volusia County, Florida**

(Consistent with Figure 2-1 Thoroughfare Roadways Map proposed amendments)



## 3.2 Public Outreach

*Public outreach efforts for the **Coast-to-Coast Trail (C2C)**, **East Central Regional Rail Trail**, **St Johns River-to-Sea Loop (SJR2C)** and **Spring-to-Spring Trail** have been extensive and ongoing. Following the Volusia County Council's original approval of the Volusia Trail Plan in 1999, the team continued to refine the system through additional outreach efforts. In 2004, the team held a countywide trails summit at the Brannon Center in New Smyrna Beach to garner community involvement.*

The goal of the summit was to update the trail plan. Attendees included representatives from the cities, other governmental entities, trail advocacy nonprofits, trail user groups and members of the general public. Participants suggested additional trail segments in Ormond Beach, Daytona Beach, Port Orange, New Smyrna Beach, Ponce Inlet, Deland, Orange City, DeBary and Deltona. Following the summit, the **Growth and Resource Management Department** and **Parks, Recreation and Culture Division** updated the County Council, followed by the council's approval of the revised **Volusia Trails Map** in December 2004.

To build on the synergy created by the project partners, the county participates in meetings held by other team members who are responsible for building the statewide network. Every three years, the **FDEP** holds workshops throughout Florida to gather updated information for its **Statewide Greenways and Trails Plan** and the **SUN Trail plan**. The agency continually refines its mapping and planning efforts to ensure that the needs of local stakeholders are incorporated into the system.

Additionally, once each year the **FDOT** holds a public meeting in Volusia County to announce its **Five-Year Work Program**, into which trails are incorporated after vetting and prioritization by the TPO and its committees. Finally, to supplement the **FDOT** work program meeting, the county is required to conduct a separate public meeting for any trail segment that receives federal transportation funding.

The trails and scenic highway programs are strongly supported by the **River-to-Sea TPO** and its **Bicycle Pedestrian Advisory Committee (BPAC)**. BPAC focuses on providing improvements for pedestrians and bicyclists such as sidewalks, bike lanes, bike paths and pedestrian crossings, as well as addressing accessibility safety issues through coordinated planning efforts. The committee prioritizes bicycle and pedestrian projects based on approved criteria and continues to research and identify additional funding sources and opportunities. Volusia County is actively engaged with the TPO and its committees. The TPO collaborative, which includes **Volusia County Council** members and professionals from the county's Engineering and Construction Division, works diligently to incorporate funding priorities into the **FDOT Five-Year Work Program**. The TPO meetings are also open to the public.

Public outreach is not limited to the county's public sector partners. The SJR2C Alliance provides a strong voice for the SJR2C. This grassroots group is composed of trail advocates who want to ensure the success of the county's trail program and are on hand to drive the initiative forward in a positive and perpetual manner. Additional information regarding the alliance is provided in Section 8.0 of this report.

Outreach efforts extend beyond the trail system to scenic highway planning. The county has been actively participating with volunteer byway groups through the Florida Scenic Highways Program for six designated scenic highways in Volusia County. These include:

- **Florida Black Bear Scenic Byway**
- **River of Lakes Heritage Corridor**
- **Ormond Scenic Loop & Trail**
- **Heritage Crossroads: Miles of History**
- **Indian River Lagoon National Scenic Byway**
- **Halifax Heritage Byway.**

Four of the byways have distinguished national designation status, with **River of Lakes Heritage Corridor**, located mainly in the heart of Volusia County, designated in 2021. Trails are a core feature of what garnered this achievement.

The grassroots byway organizations continue to work in partnership with local governments to showcase outstanding cultural, historical, archaeological, recreational, natural and scenic resources. The **Florida Scenic Highways Program**, administered through **FDOT**, is inextricably linked to county trail planning efforts.



Volusia County's outreach efforts are not limited to land-based trails operated by the county. Paddling groups have advocated strongly for water-based trails. Ecotourism opportunities are enhanced through the 1,515-mile-long Florida Circumnavigational Saltwater Paddling Trail. Visit the Florida Circumnavigational Saltwater Paddling Trail online at <https://floridadep.gov/parks/ogt/content/florida-circumnavigational-saltwater-paddling-trail>

In 2005, Chapter 260, Florida Statutes, titled "the Florida Greenways and Trails Act" included a provision to establish a statewide paddling trail composed of 26 segments that start at the Florida-Alabama border on the west and end at the Florida-Georgia border on the east. Segment 23 incorporates Volusia and Flagler counties' water-based trails and identifies nine designated stops and a variety of launch sites for day trips and overnight stopovers in Volusia County.

The paddling trail was designated as a **National Recreation Trail** in 2007. This massive water-based trail came to fruition because of the various paddling advocacy groups and their strong push with Volusia County and other local governments to provide access points and rest stops along their paddling journey.

Recognizing that natural areas and trails do not stop at jurisdictional boundaries, all the project partners also participate in a larger nationwide effort with the East Coast Greenway Alliance to plan the East Coast Greenway, which connects 15 states and 450 cities and towns for 3,000 miles from Maine to Florida. All these connections and destinations continue to elevate Volusia County's presence as a success story in promoting the bountiful, natural beauty our area has to offer.

Volusia County has many partners to help with public outreach. Whether it is through its own efforts on the local level or teaming with its partner agencies to garner input on scenic highways, paddling trails, **SUN Trail** and national trails, there have been and continue to be a plethora of public outreach opportunities to build the county's trail system in a manner that meets the needs of its constituents.

The trail community has a strong voice in Volusia County. Regardless of who holds the workshops and hearings, the community's vision is heard loudly, clearly and frequently throughout the planning, development and maintenance process.



**East Coast Greenway**

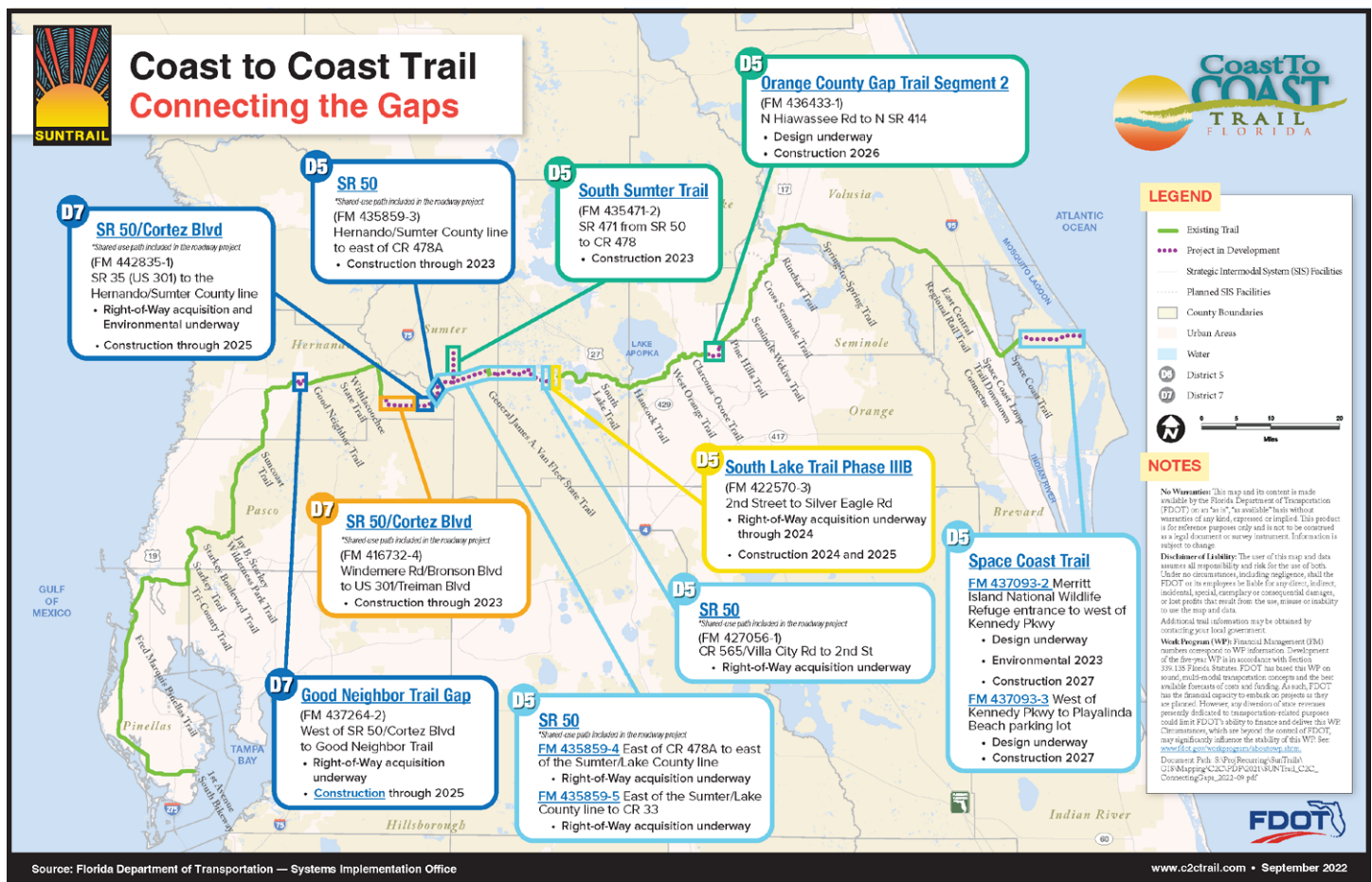
## 4.0 EXISTING & PROPOSED TRAILS

SUN Trail projects are programmed in the FDOT five-year work program by state officials. The state priority trail network is broken into discrete segments that are manageable for designers to address localized conditions in a cost-effective manner. Trail segments are assigned an FDOT "Financial Management" or "FM number" to identify the project, they are designed and constructed in cooperation with FDOT by the county and the municipalities when funding becomes available.

No single entity is responsible for the entire length of the priority trail network. To obtain funding, the local government organization must be Local Agency Program (LAP) certified and have an understanding of FDOT design and construction procedures. Agencies sign either a LAP agreement or a **SUN Trail** agreement that commits each entity to the long-term management and maintenance of each trail segment. The **Volusia County Council** approves all agreements, funding allocations and maintenance agreements for trails located in unincorporated Volusia County. A sample agreement is appended to this report.

The **Coast-to-Coast Trail (C2C)** and the **St Johns River-to-Sea Loop (SJR2C)** are part of the state's priority, nonmotorized **SUN Trail** network and have been allocated funding through the Florida Department of Transportation (FDOT) work program. The Coast-to-Coast trail and the St. Johns River-to-Sea Loop existing trails and proposed trail development are illustrated in section 4.1 and 4.2 respectively.

This map depicts the current SUNTrail development for the Coast-to-Coast trail. This is FDOT's 5-year work plan for this trail section.



Planning for the regional trail system has included a broad-based approach to ensure that all stakeholder perspectives are considered. Planning, by definition, is a way to understand the whole picture without delving into site-specific issues that could impede the desired outcome of interconnectivity.

Specific trail alignments are determined during the design phase by licensed Professional Engineers and Landscape Architects who are well versed in constructability issues as well as state and federal standards. Each trail segment is assigned a local LAP Administrator to oversee the design to ensure that transportation safety objectives are applied to the recreational network.

Volusia County continues to act as the local planning facilitator for the larger system, and the county works in conjunction with the **Florida Department of Transportation (FDOT)**, **Florida Department of Environmental Protection (FDEP)** and municipalities to ensure that the vision is engineered into a safe, usable and maintainable reality.

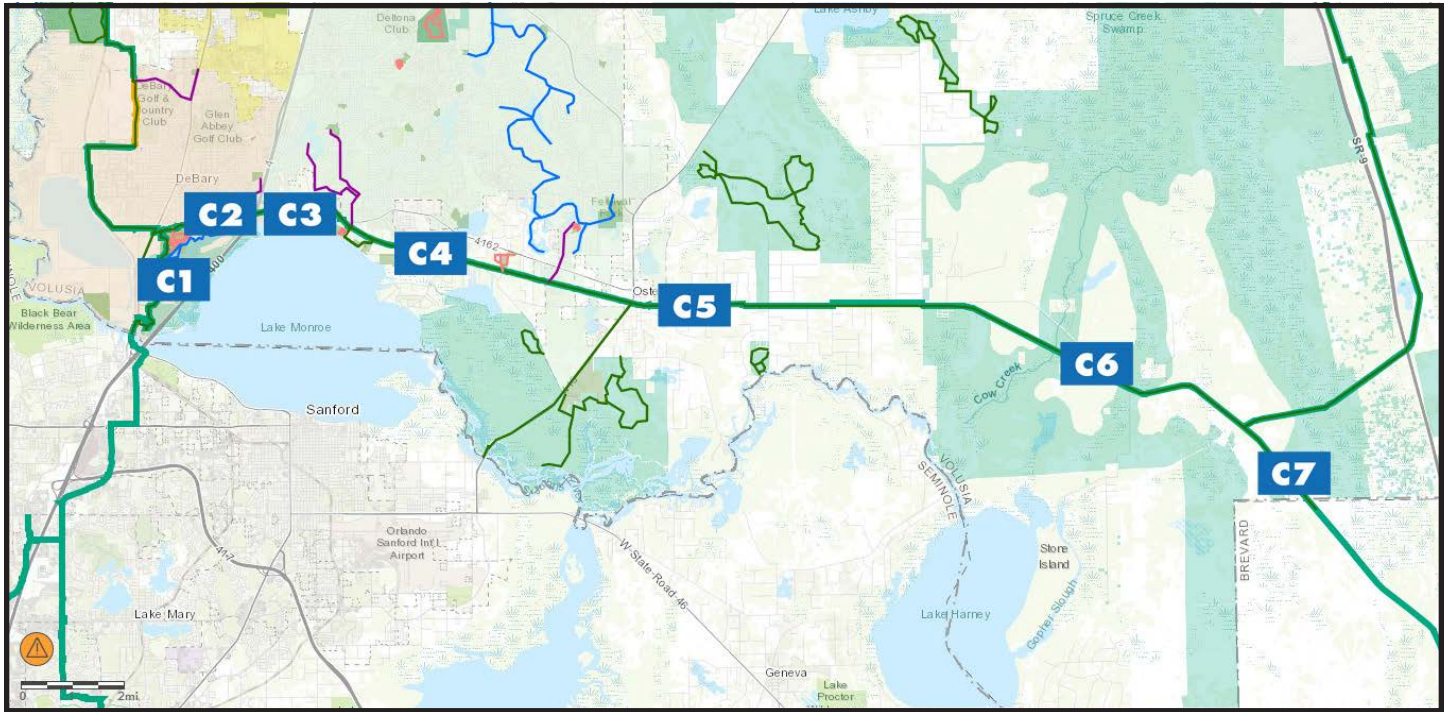


Typical trail users

## 4.1 Coast-to-Coast Trail by Pathway

The Coast-to-Coast Trail (C2C) is Florida's first cross-state paved trail. It includes an assemblage of existing, discrete trails that C2C stakeholders have worked diligently to interweave and to close any remaining gaps. At this time, construction has just been completed on the last Volusia County gap. The East Central Regional Rail Trail – Segment 4a traverses the landscape from Guise Road to Gobbler's Lodge Road.

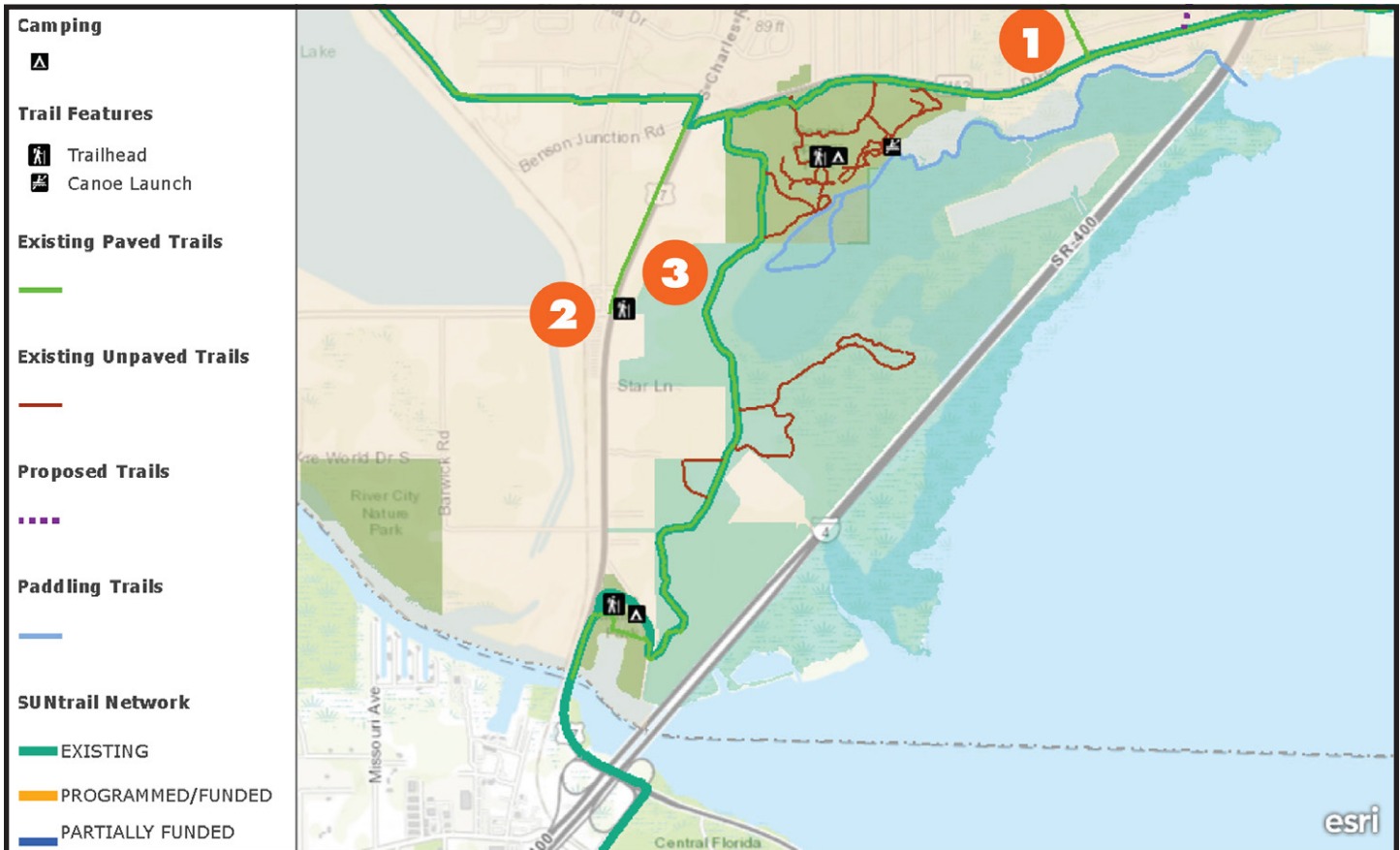
### Showcase trails: Coast-to-Coast Trail



An interactive map of all existing and proposed trail maps can be found at <https://arcg.is/1eX19r0>

## C1 PAT NORTHEY PATHWAY

3.15 miles, 12-foot-wide asphalt trail. Extends from Lake Monroe Park to Gemini Springs Park in DeBary. This pathway is shared with the SJR2C.



### Trailheads

- Lake Monroe Park with camping
- Dirksen east of US 17/92 (parking only)
- Gemini Springs Park with camping

### Safety Features & Amenities

- Wayfinding signs and maps
- Raised boardwalk over wetlands
- Safety markers every half mile

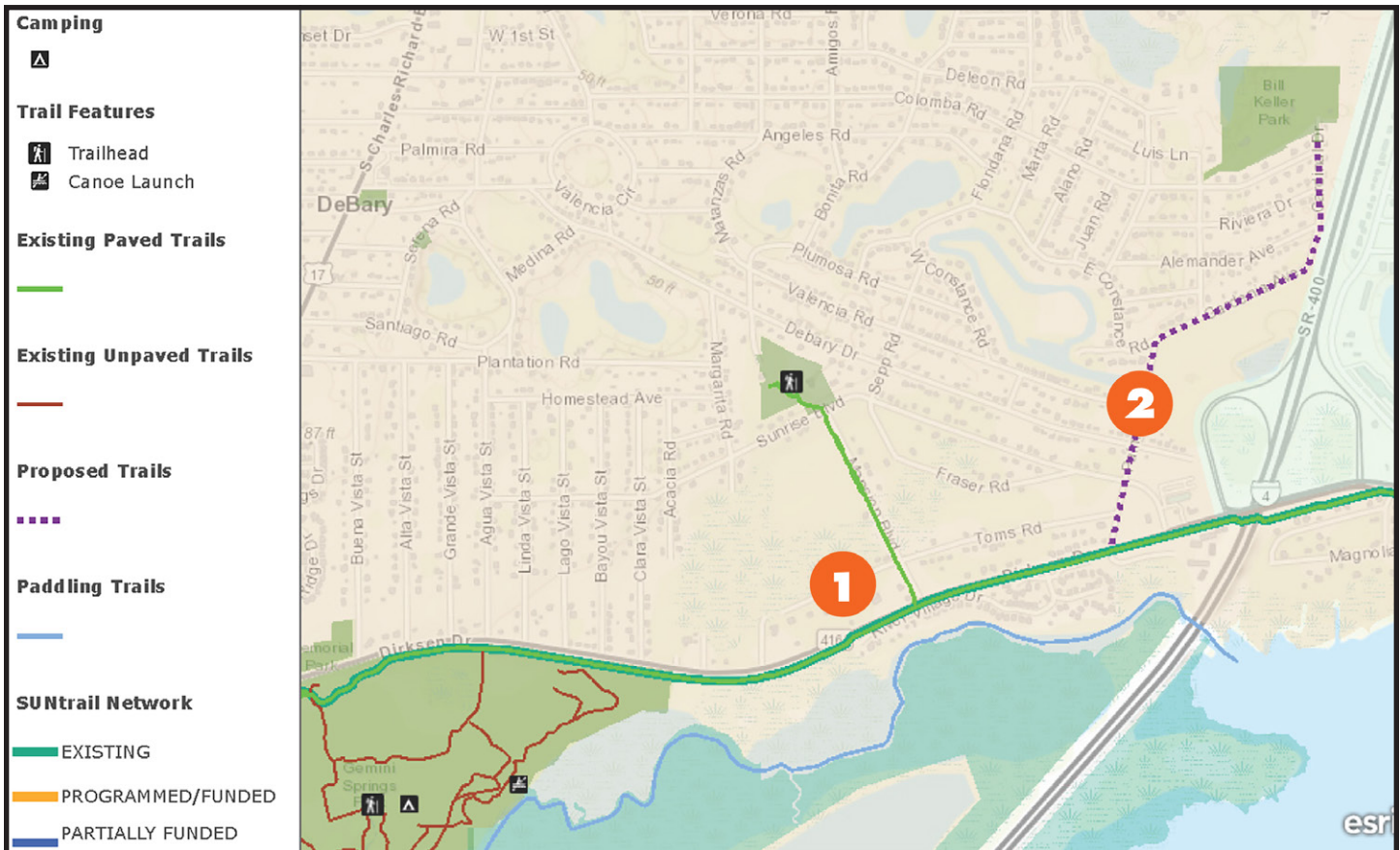
### Recommended Future Development

- 1 Signalized crossing at Dirksen and Mansion Blvd.
- 2 Additional wayfinding signs to SUNRail Station
- 3 City funded trail connection to SUN Rail station and Coast-to-Coast trail

**Estimated Costs: \$650,000**

## C2 DeBary Pathway

1.36 miles, 12-foot-wide asphalt trail. Extends from Gemini Springs Park East to the I-4 overpass. This pathway is shared with the SJR2C.



### Trailheads

- DeBary Hall and Trails Welcome Center
- Gemini Springs Park with camping
- Park and Ride on East side of I-4, no restrooms

### Safety Features & Amenities

- Wayfinding signs and maps
- Safety markers every half mile

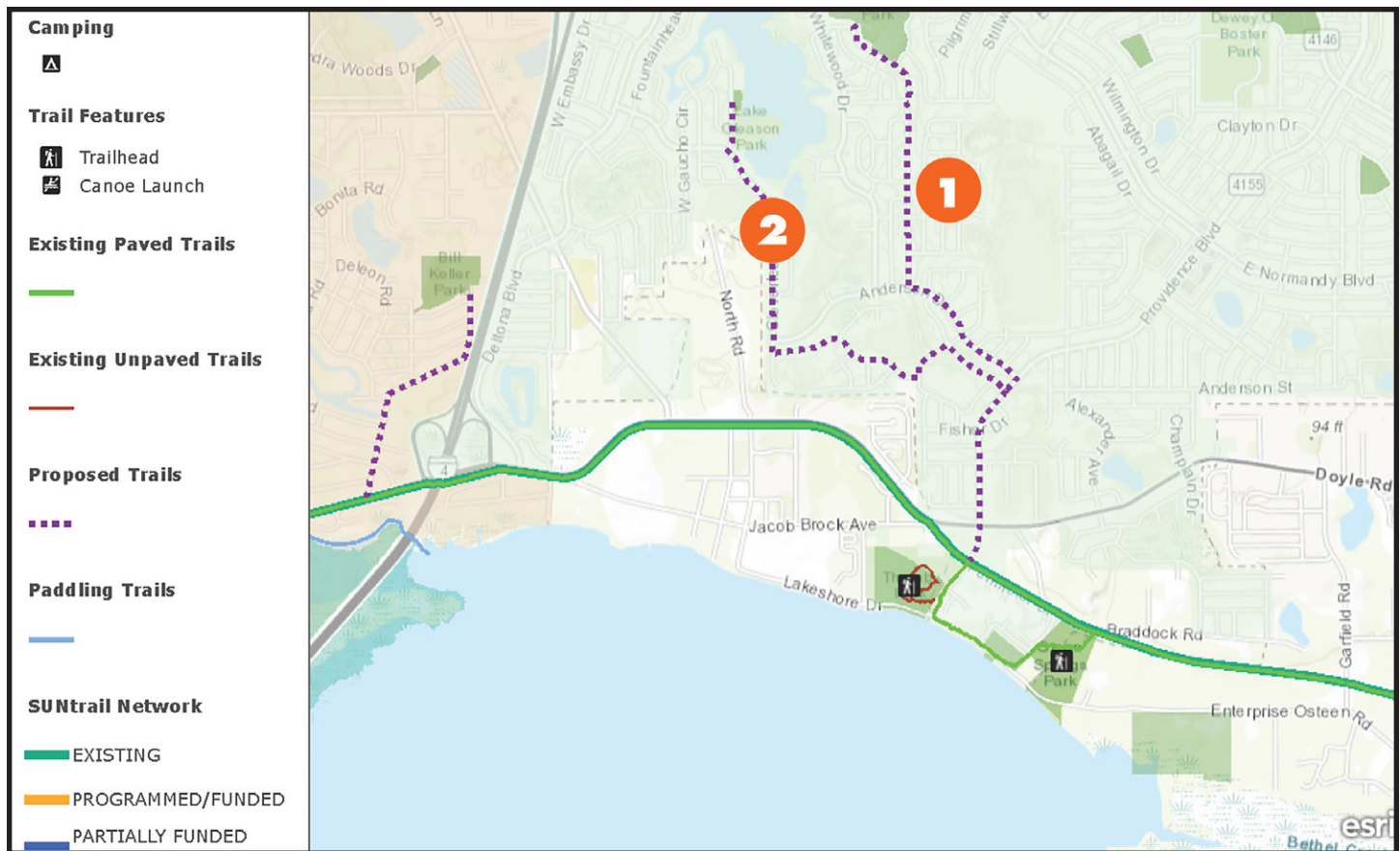
### Recommended Future Development

- ➊ Signalized crossing at Dirksen and Mansion Blvd.
- ➋ Potential trail connection to Bill Keller Park

**Estimated Costs: \$950,000**

## C3 GREEN SPRINGS PATHWAY

3.57 miles, mostly 12-foot-wide asphalt trail. As the trail moves from Gemini Springs to Oak Hill it passes through DeBary, Deltona, Enterprise and Osteen. Extends from I-4 and Dirksen Drive in DeBary East to Green Springs Park in Deltona. This pathway is shared with the SJR2C.



### Trailheads

- Thornby Park
- Green Springs Park

### Safety Features & Amenities

- Wayfinding signs and maps
- Safety markers every half mile

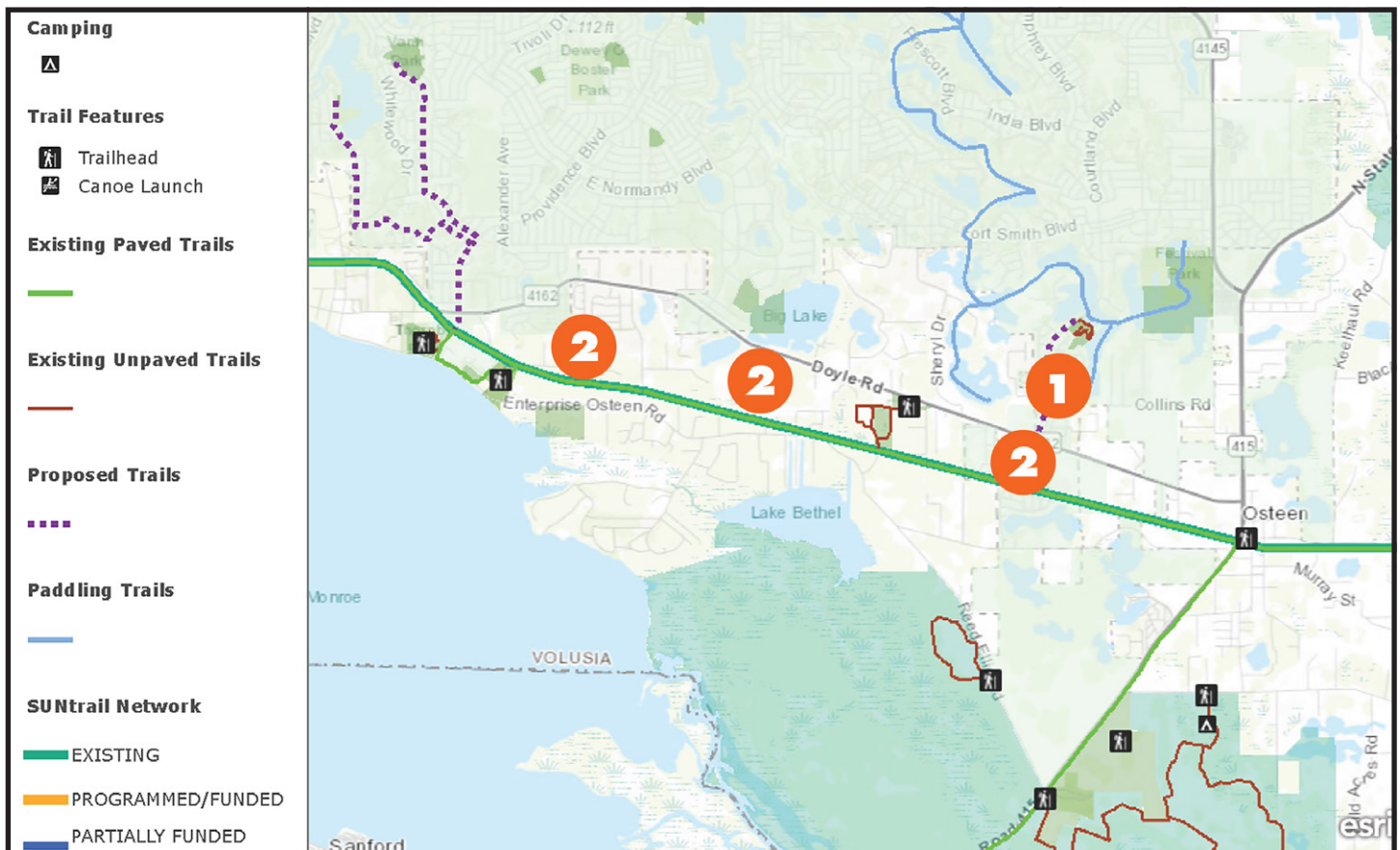
### Recommended Future Development

- 1 Trail connection to Vann Park
- 2 Trail connection to Lake Gleason Park

**Estimated Costs: \$1,250,000**

## C4 - GARFIELD PATHWAY

4.3 miles, 12-foot-wide asphalt trail. Extends from Green Springs Park in Enterprise East to State Road 415 at the Osteen Civic Center in Osteen. This pathway is shared with the SJR2C.



### Trailheads

- Green Springs Park
- Audubon Park
- Osteen Civic Center

### Safety Features & Amenities

- Wayfinding signs and maps
- Safety markers every half mile

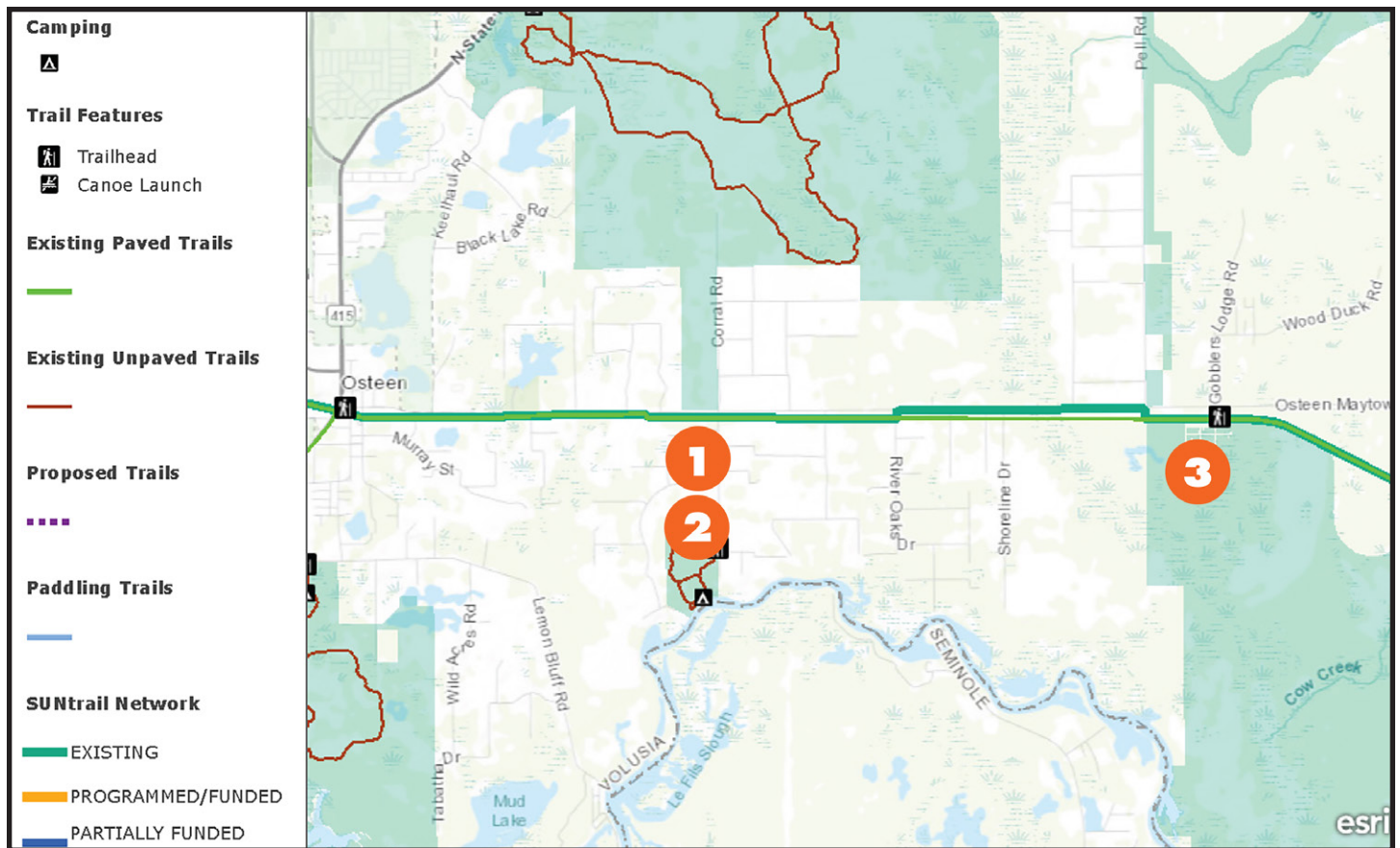
### Recommended Future Development

- 1 Trail connection to Lake Butler Recreation Complex
- 2 Add parking area at Garfield, Bethel Loop, and Courtland in Deltona/Osteen
- 3 Acquire ROW and construct additional trail head on this pathway. Location to be determined

**Estimated Costs: \$3,750,000**

## C5 - OSTEEN PATHWAY

6.25 mile, 12-foot-wide paved asphalt trail. Extends from Osteen Civic Center at State Road 415 East to Gobblers Lodge Road in Osteen. This pathway is shared with the SJR2C.



### Trailheads

- Osteen Civic Center
- Hickory Bluff Preserve with port-o-let
- Gobblers Lodge with port-o-let

### Safety Features & Amenities

- Wayfinding signs and maps
- Safety markers every half mile

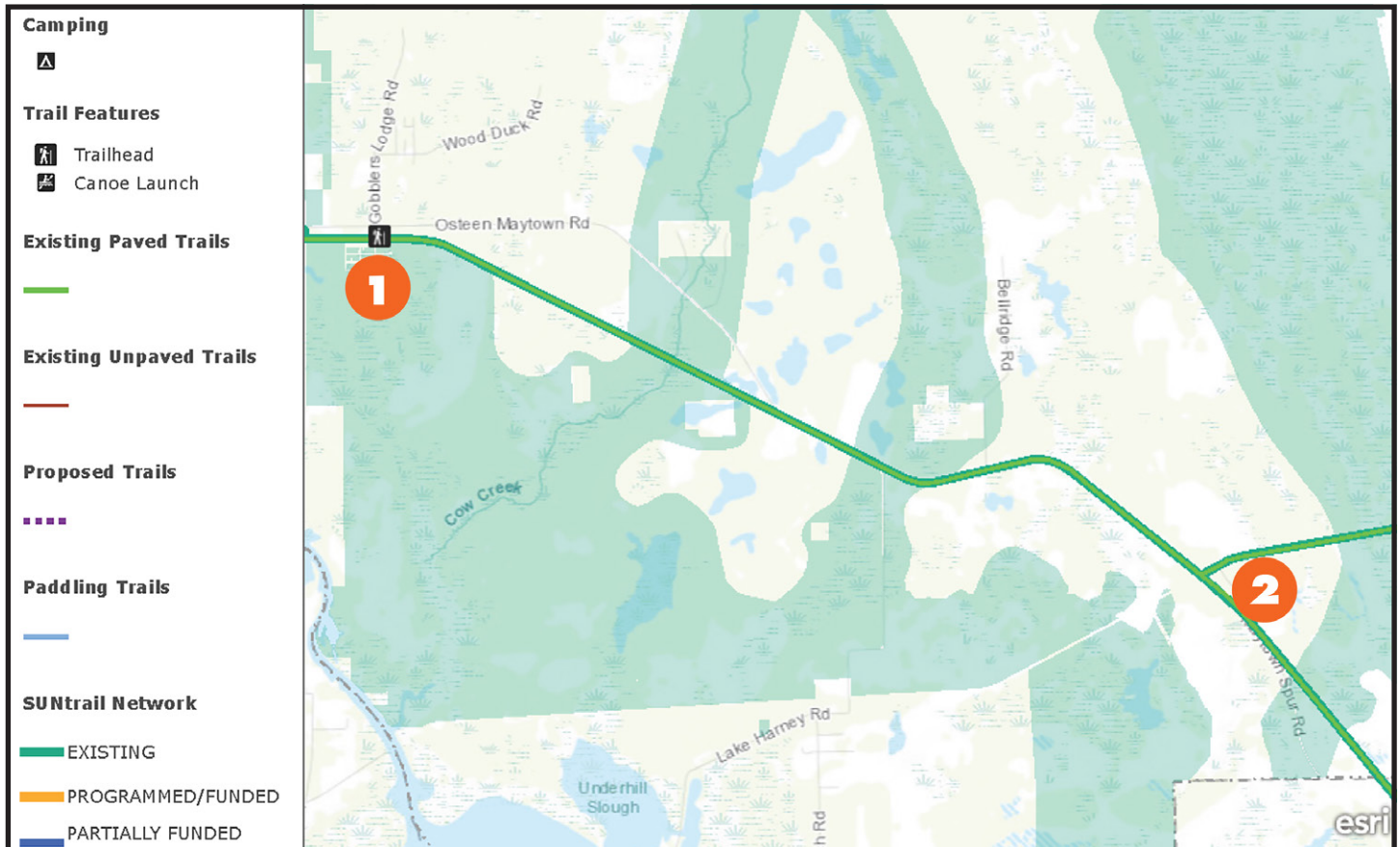
### Recommended Future Development

- 1 Construct trail connection to Hickory Bluff Preserve
- 2 Add restroom to Hickory Bluff preserve
- 3 Add a restroom to Gobblers Lodge trail head
- 4 Add a bike repair station (not shown on map)

**Estimated Costs: \$1,232,000**

## C6 - MAYTOWN PATHWAY

6.5 miles, 12-foot-wide paved asphalt trail. Extends from Gobblers Lodge Road in Osteen East to Maytown Spur Road. This pathway is shared with the SJR2C.



### Trailheads

- Gobblers Lodge with port-o-let
- Maytown Spur with port-o-let

### Safety Features & Amenities

- Wayfinding signs and maps
- Safety markers every half mile

### Recommended Future Development

- 1 Add a restroom at Gobblers Lodge trail head
- 2 Add a restroom at the Maytown Spur trail head

**Estimated Costs: \$700,000**

## C7 - ARIEL PATHWAY

13.7 miles, 12-foot-wide paved asphalt trail. Extends from Brevard County line north to Cow Creek Rd. in Edgewater. Portions of this pathway are shared with the SJR2C.



### Trailheads

- Maytown Spur with port-o-let
- Cow Creek with port-o-let

### Safety Features & Amenities

- Wayfinding signs and maps
- Safety markers every half mile

### Recommended Future Development

- ① Add a restroom at the Cow Creek trail head

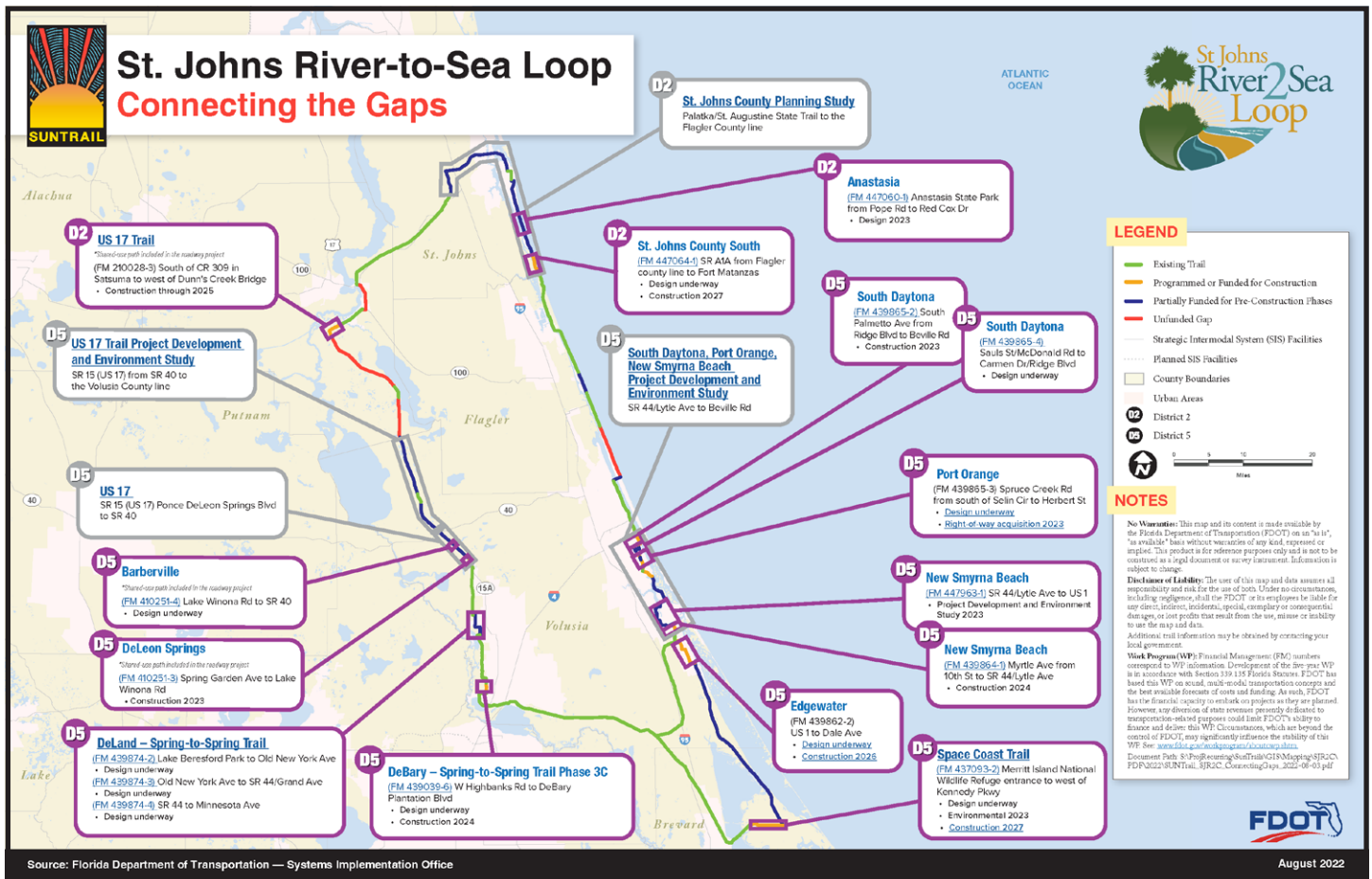
**Estimated Costs: \$350,000**

## 4.2 St Johns River-to-Sea Loop by Pathway

The **St Johns River-to-Sea Loop (SJR2C)** presents unique and challenging opportunities for Volusia County and its municipalities. The county acts as the LAP administrator for the majority of the western and southern corridor, and the eastern segments are being designed and constructed through individual agreements between the Florida Department of Transportation (**FDOT**) and the municipalities.

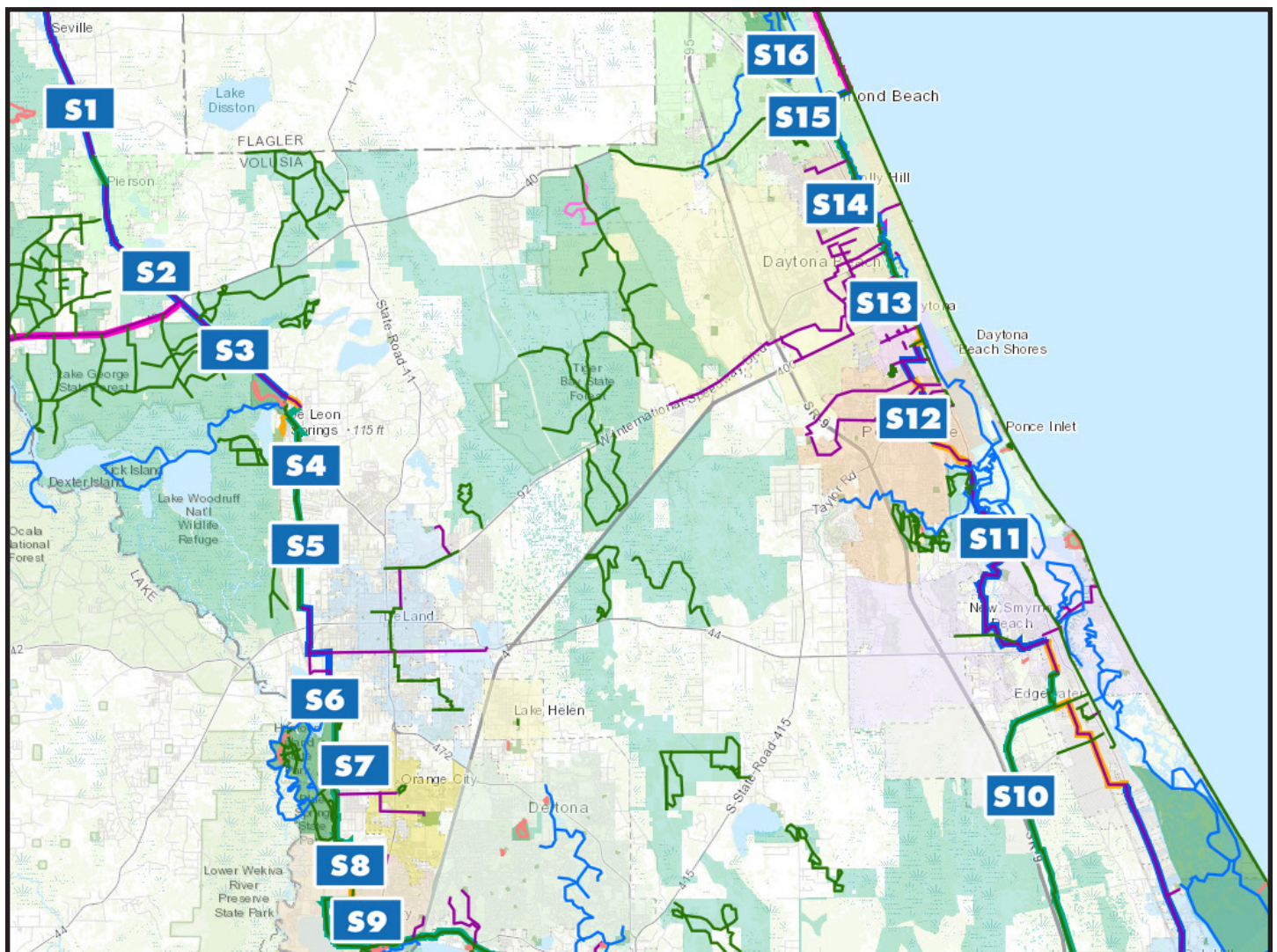
The northern portion of the SJR2C is being constructed by Putman, Flagler and St. Johns counties. Volusia County is committed to completing the linkage from our county to the Putnam County, St. Johns County, and Brevard County boundaries. The county is working cooperatively with all the affected municipalities to coordinate the entire SJR2C project.

This map depicts the current SUNTrail development for St Johns River-to-Sea Loop trail. This is **FDOT's** 5 year work plan for this trail section.



## Showcase trails St Johns River-to-Sea Loop Trail

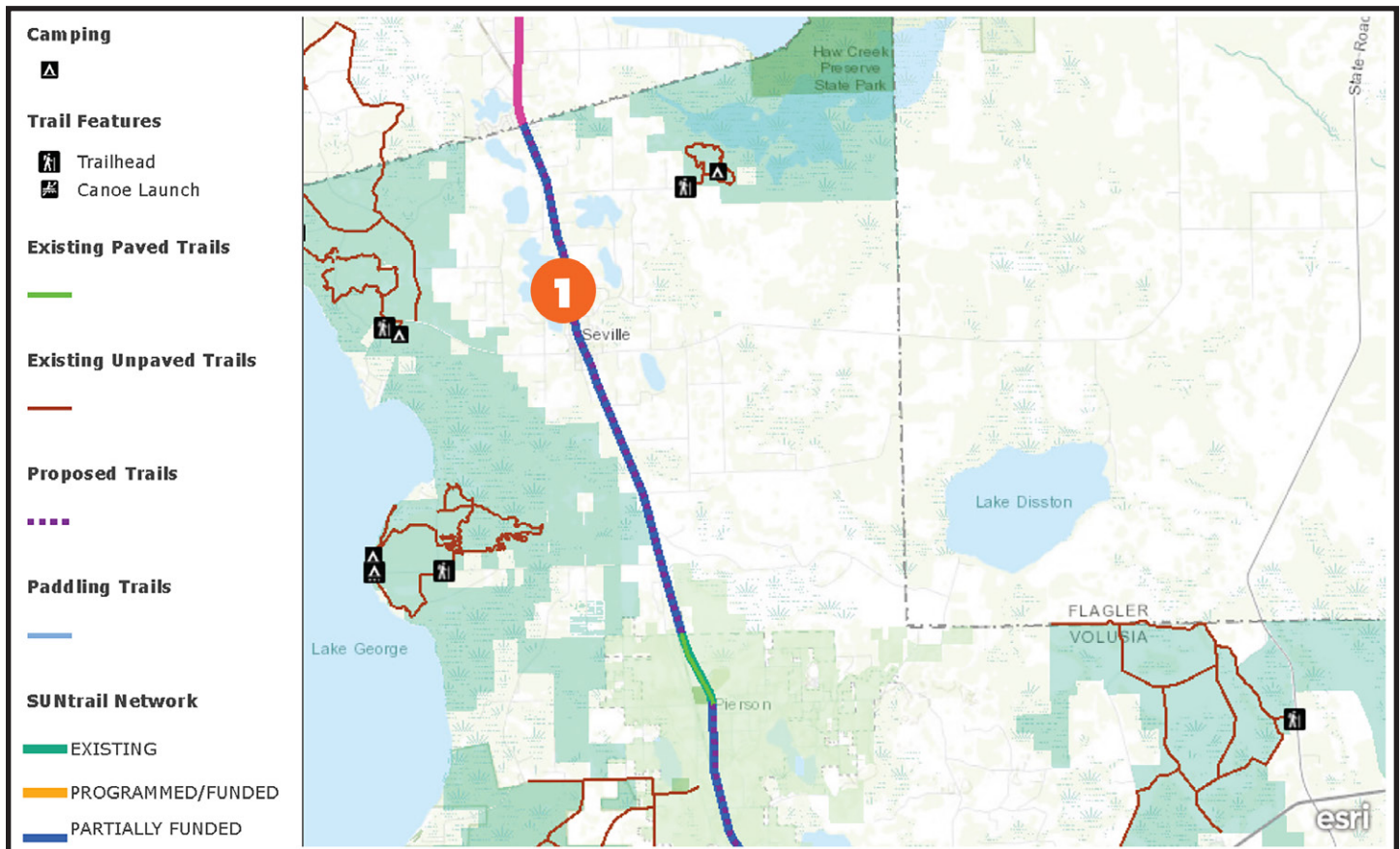
Note: Pat Northey Pathway, DeBary Pathway, Green Springs Pathway, Garfield Pathway, Osteen Pathway, Maytown Pathway and Ariel Pathway are depicted and described in the Coast-to-Coast Trail section of this plan.



**Note: Pat Northey Pathway, DeBary Pathway, Green Springs Pathway, Garfield Pathway, Osteen Pathway, Maytown Pathway and Ariel Pathway are depicted and described in the Coast to Coast Trail section of this plan.**

## S1 NORTHWEST PATHWAY

13 miles, future 12-foot-wide paved asphalt trail. Extends from Washington Ave in the Town of Pierson north to the Volusia County/ Putnam County Line. A one mile portion of the trail is complete from Washington Ave. to Palmetto Ave.



### Trailheads

- Pierson Ballfield Complex

### Safety Features & Amenities

- Pending wayfinding signs and maps
- Pending safety markers every half mile

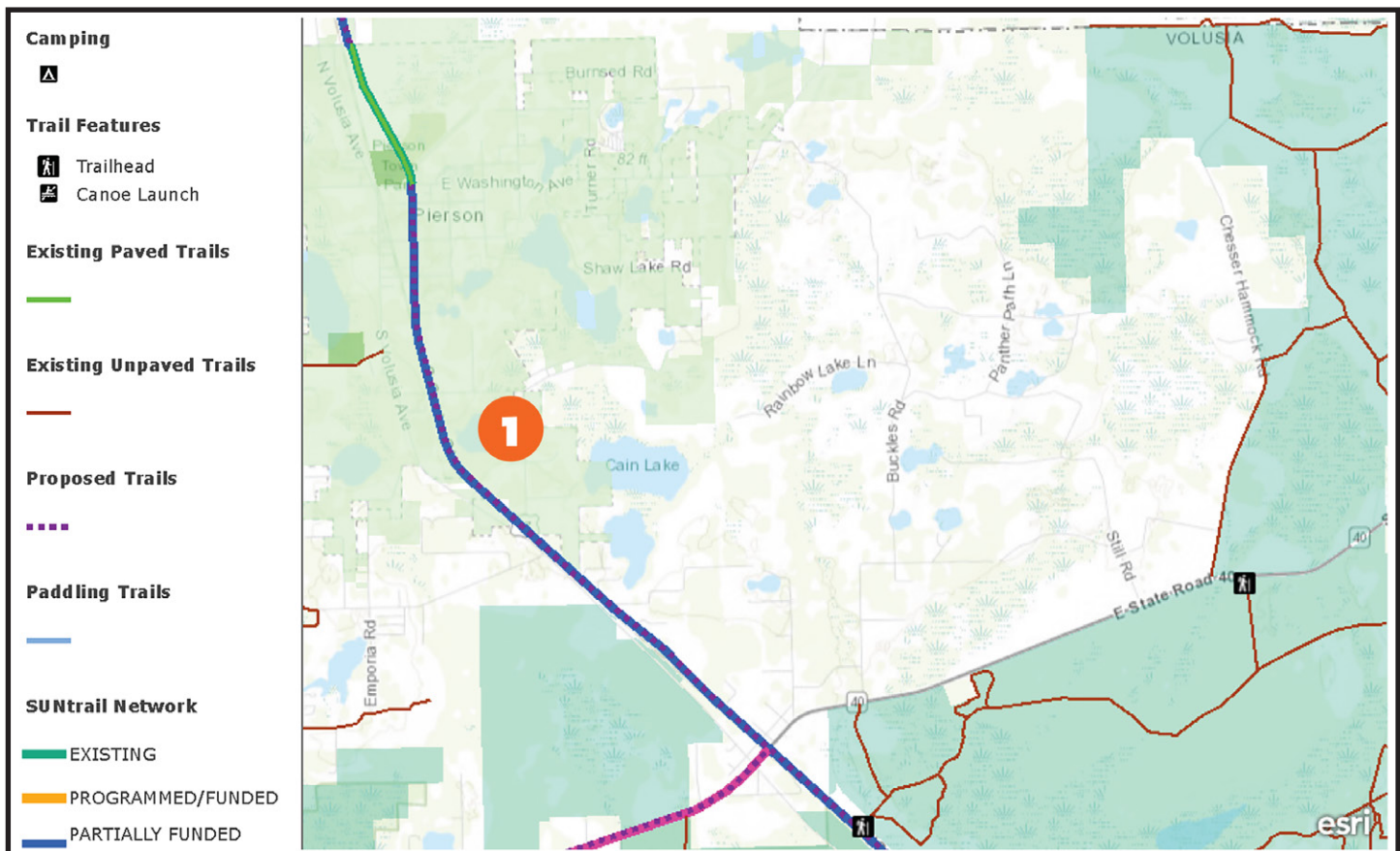
### Recommended Future Development

- ➊ Acquire ROW and construct SJR2C trail alignment
- ➋ Construct two trail heads along this section of trail. To be determined (not shown on map.)

**Estimated Costs: \$12,750,000**

## S2 PIERSON PATHWAY

4.4 miles. Future 12-foot-wide paved asphalt trail. Extends from SR 40 North to Washington Ave. in Pierson Ave.



### Trailheads

- Pierson Ballfield Complex

### Safety Features & Amenities

- Pending wayfinding signs and maps
- Pending safety markers every half mile

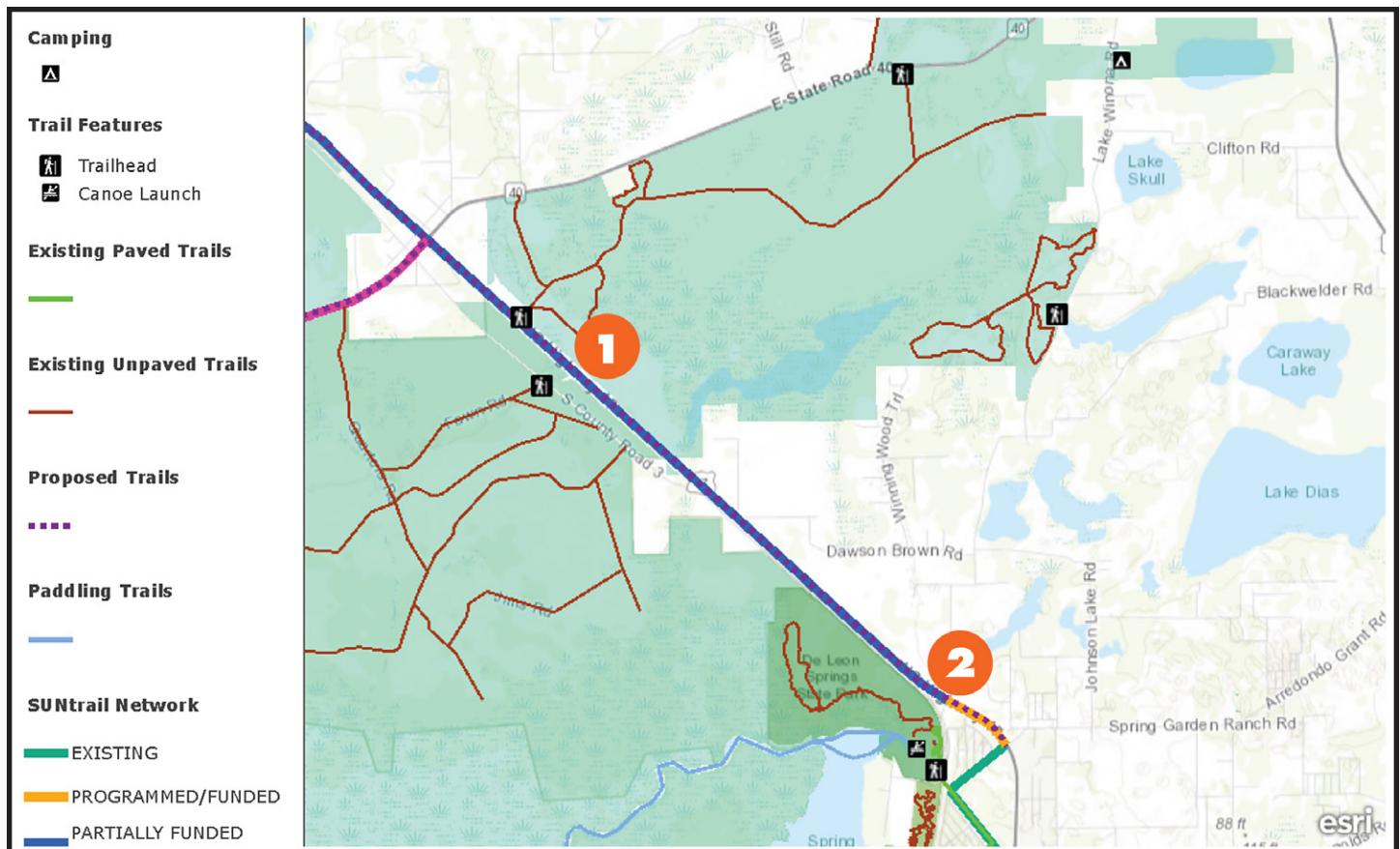
### Recommended Future Development

- 1 Acquire public right-of-way and develop SJR2C Loop alignment
- 2 Construct two trail heads along this section of trail. To be determined (not on map.)

**Estimated Costs: \$3,400,000**

## S3 LAKE GEORGE PATHWAY

6.9 miles, future 12-foot-wide paved asphalt trail. Extends from SR 40 South to US 17 and Spring Garden Ave. in DeLeon Springs.



### Trailheads

- None

### Safety Features & Amenities

- Wayfinding signs and maps
- Pending safety markers every half mile

### Recommended Future Development

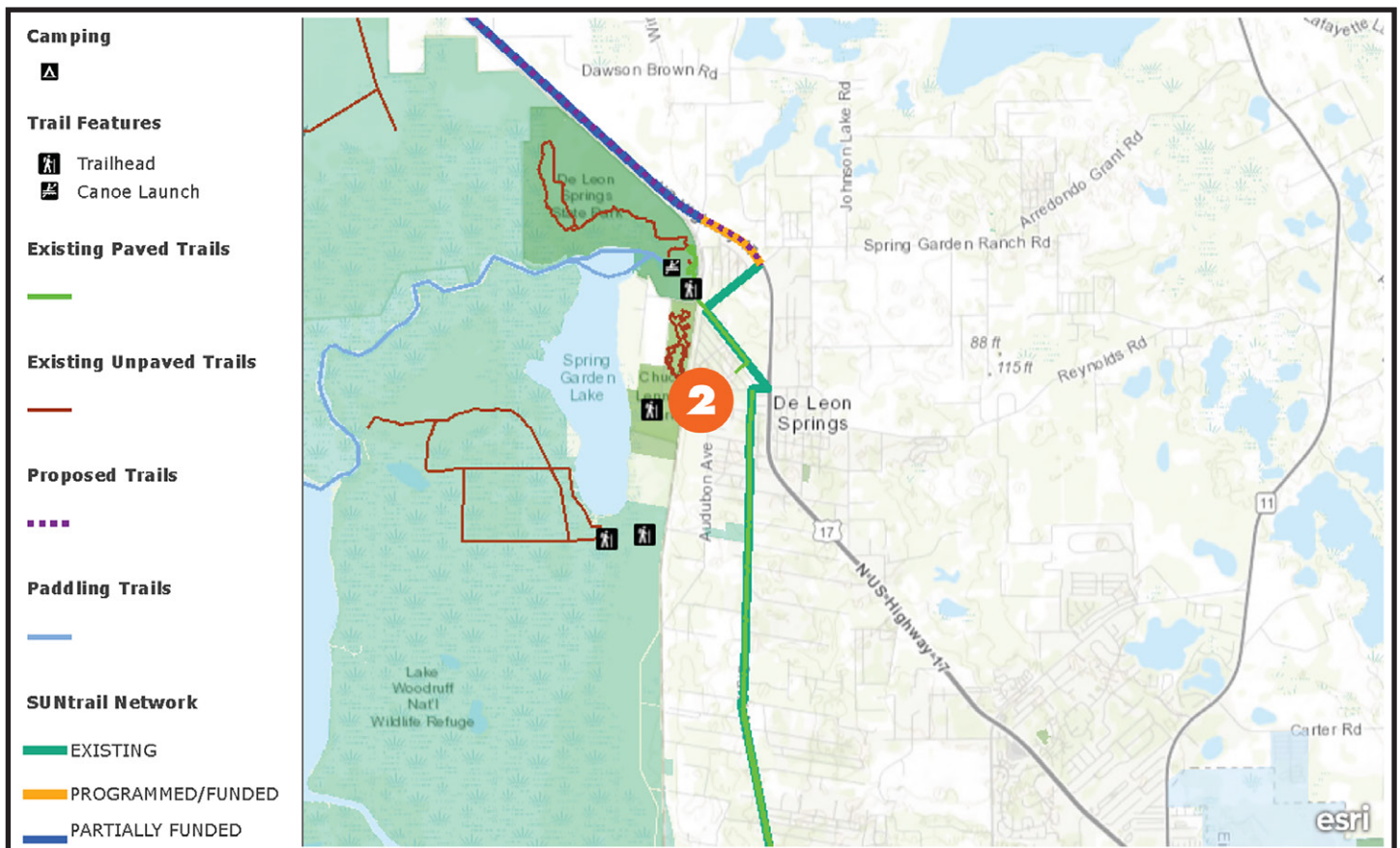
- FDOT planned to fund US 17 expansion north to SR 40 and SR 40 expansion west to Lake County line and East to Ormond Beach. Projects will include trail development
- County to construct trail head at Spring Garden Ave and US 17

**\*Estimated Costs: \$1,000,000**

\*Does not include FDOT development costs

## S4 - DeLeon Springs Pathway

3.88 miles, 12-foot-wide paved asphalt trail. Extends from U.S. 17 and Spring Garden Rd. in DeLeon Springs South to Lemon Street in Deland.



### Trailheads

- Chuck Lennon Park

### Safety Features & Amenities

- Wayfinding signs and maps
- Safety markers every half mile

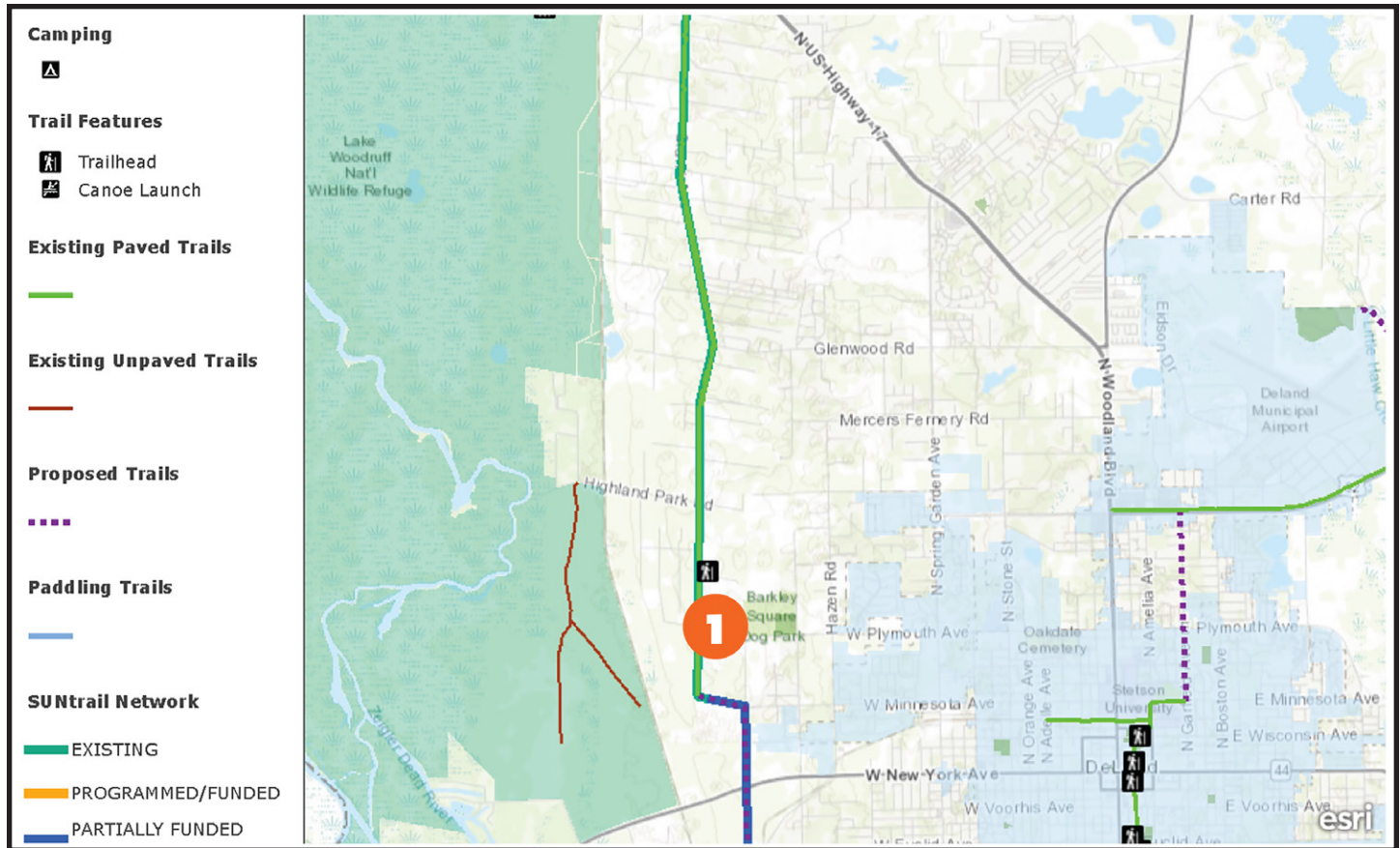
### Recommended Future Development

- 1 County to acquire ROW to develop an additional trail head in this section. To be determined.
- 2 Connect trail to Chuck Lennon Park

**Estimated Costs: \$1,600,000**

## S5 HIGHLAND PATHWAY

3.79 miles, 12-foot-wide paved asphalt trail. Extends from Lemon Street South to Minnesota Avenue in DeLand



### Trailheads

- Fichter Trail head

### Safety Features & Amenities

- Wayfinding signs and maps
- Pending safety markers every half mile

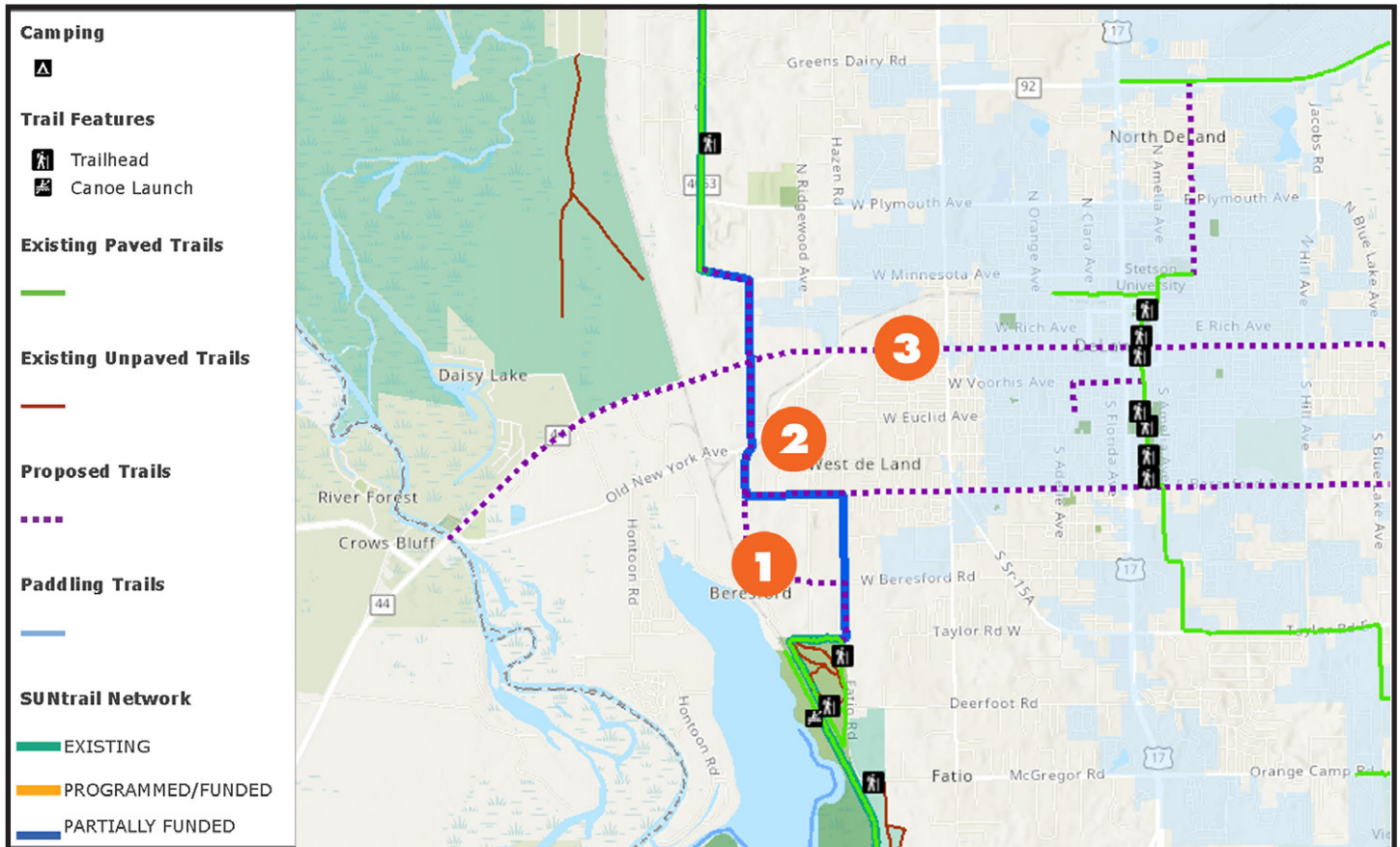
### Recommended Future Development

- 1 Trail development to Barkley Square Dog Park

**Estimated Costs: \$750,000**

## S6 DeLand Pathway

4.2 miles, 12 foot wide paved asphalt trail. Extends from Minnesota Ave. to Lake Beresford Park in Deland.



### Trailheads

- Lake Beresford Park

### Safety Features & Amenities

- Pending wayfinding signs and maps
- Pending safety markers every half mile

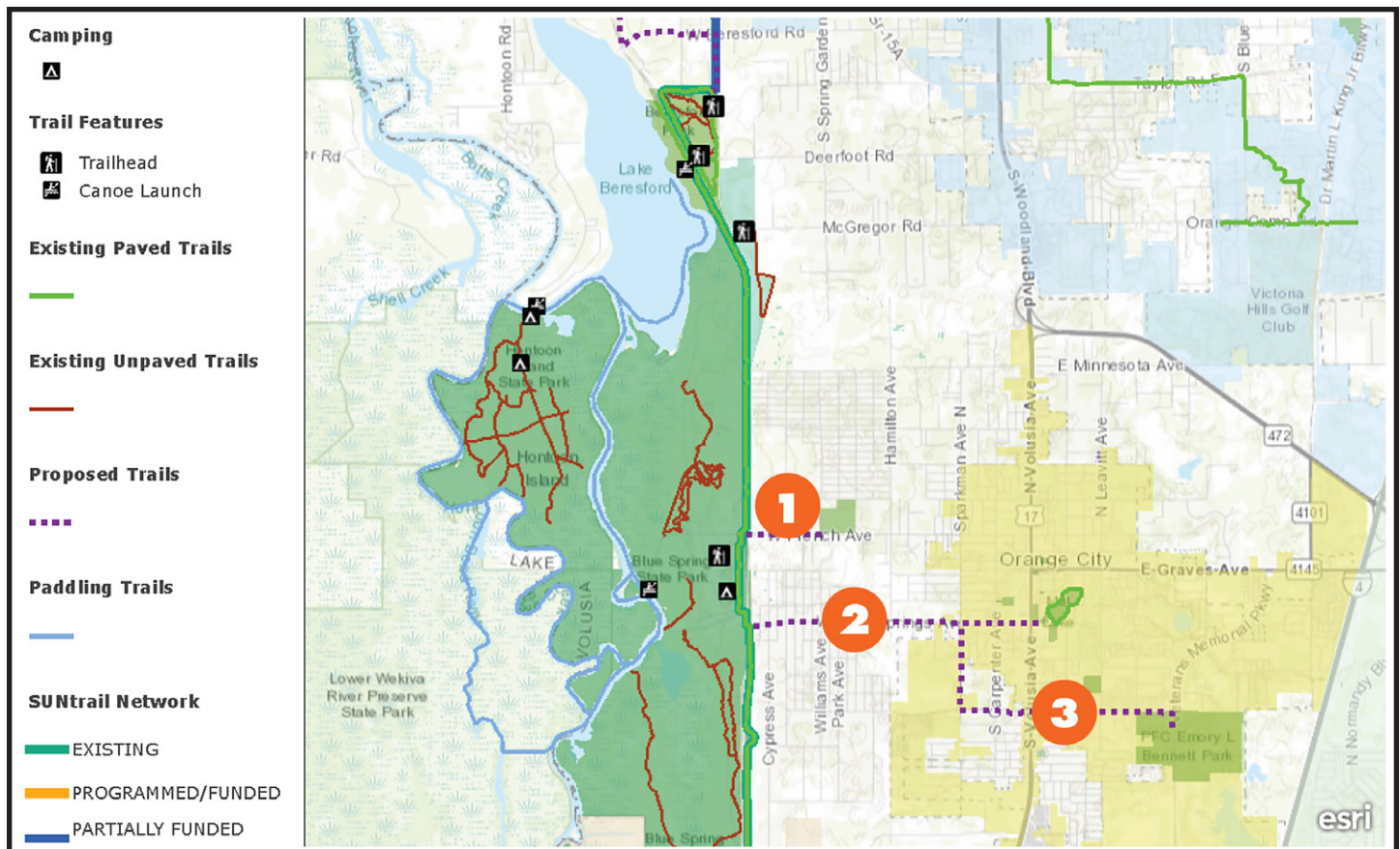
### Recommended Future Development

- 1 Acquire ROW and construct SJR2C alignment
- 2 Construct trail head with restroom at future DeLand SUNRail Station
- 3 Connect trail and Sunrail station to downtown Deland

**Estimated Costs: \$11,000,000**

## S7 LAKE BERESFORD PATHWAY

5.28 miles, 12-foot-wide paved asphalt trail. Extends from Lake Beresford Park in Deland South to Blue Spring State Park in Orange City. Also includes 2 mile interior loop trail.



### Trailheads

- Lake Beresford Park
- Blue Springs State Park (fee)

### Safety Features & Amenities

- Pending wayfinding signs and maps
- Pending safety markers every half mile

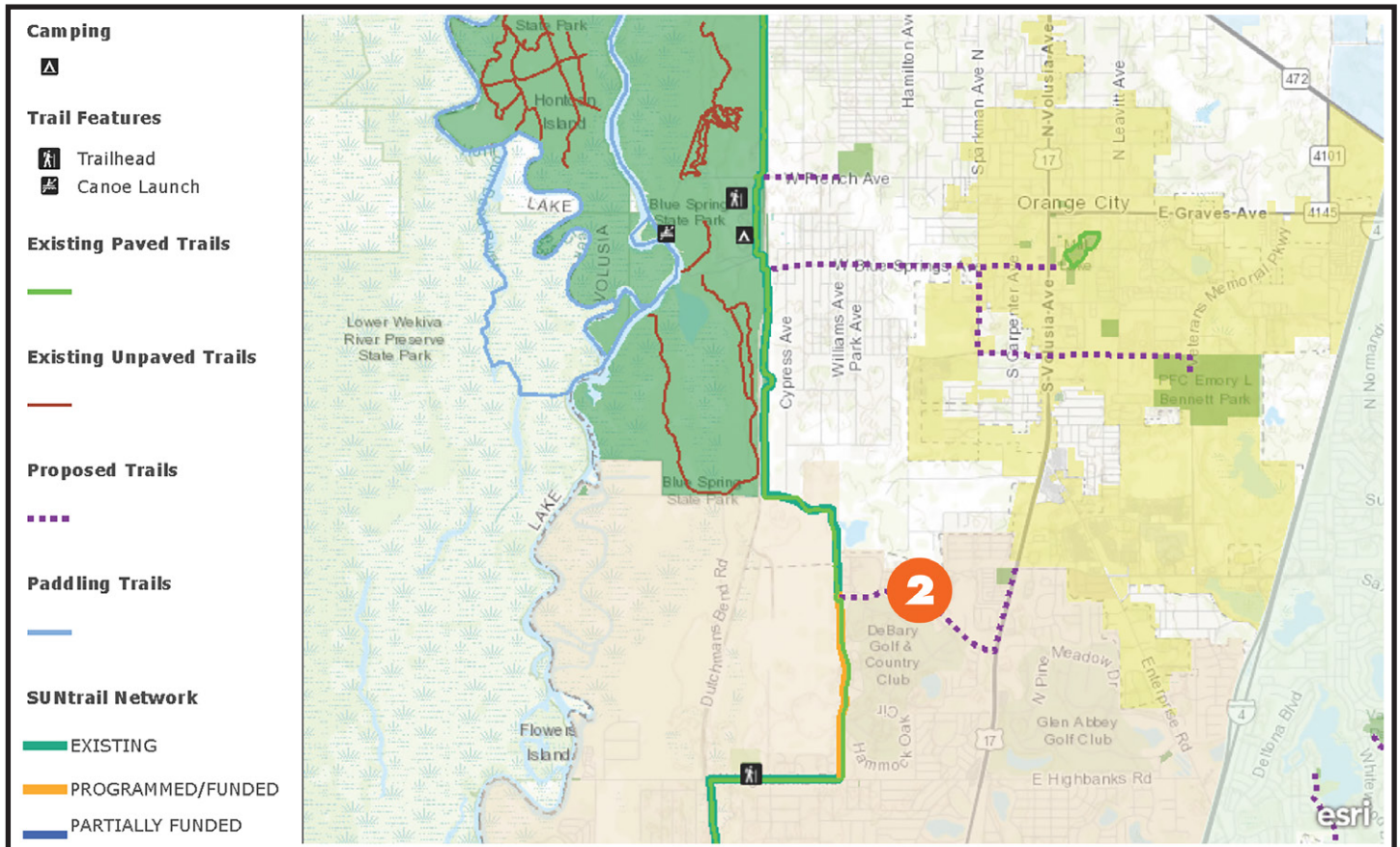
### Recommended Future Development

- ➊ Acquire ROW and construct trail to Valentine Park
- ➋ Acquire ROW and construct trail to Mill Lake Park
- ➌ Acquire ROW and construct trail to Bennett Park

**Estimated Costs: \$8,250,000**

## S8 BLUE SPRING PATHWAY

3.62 miles, 12-foot-wide paved asphalt trail. Extends from Blue Spring State Park in Orange City South to Donald E. Smith Boulevard in DeBary.



### Trailheads

- Blue Springs State Park (fee)

### Safety Features & Amenities

- Pending wayfinding signs and maps
- Pending safety markers every half mile

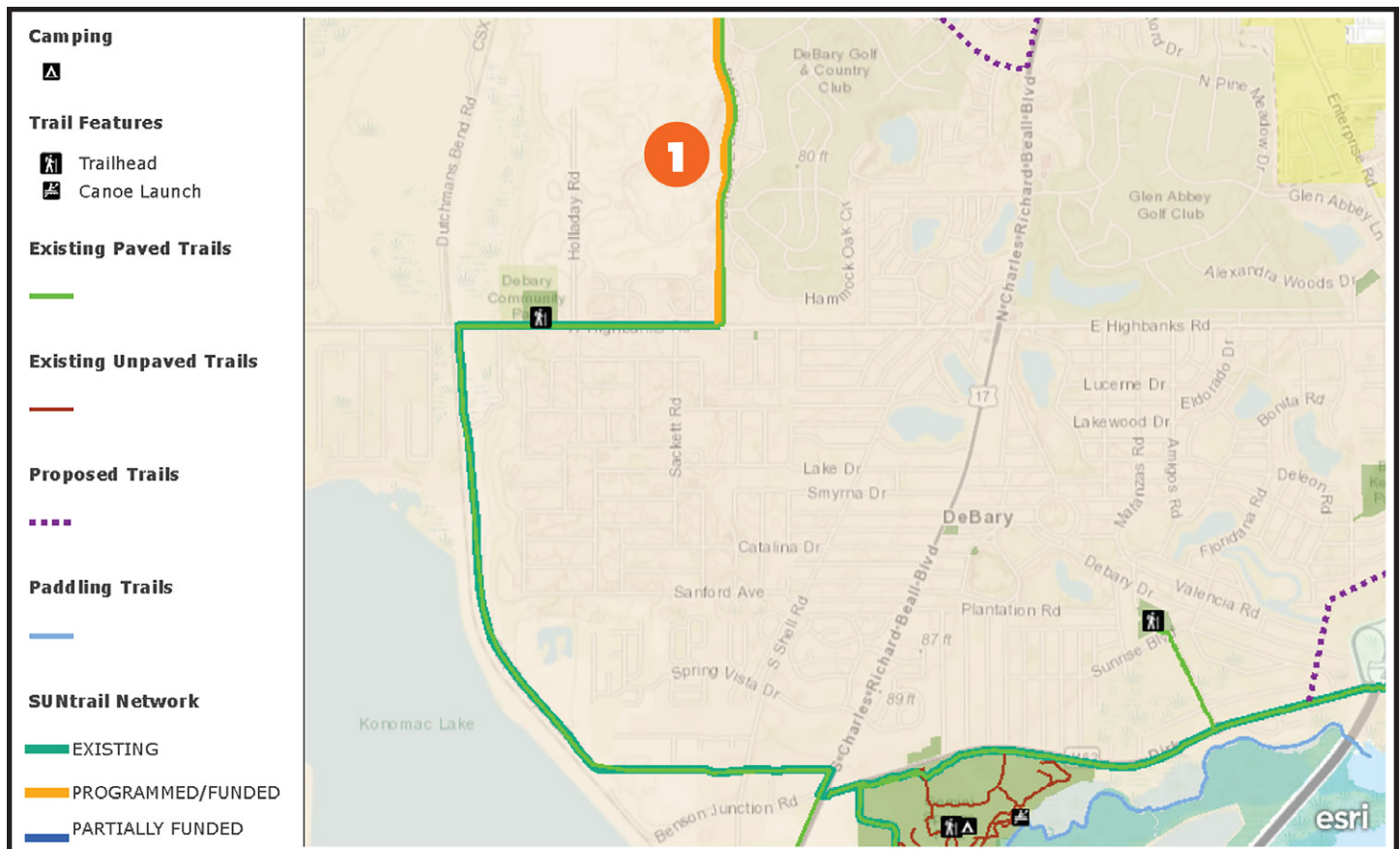
### Recommended Future Development

- 1 Acquire ROW and construct a trail head along this section of trail To be determined
- 2 Widen sidewalk to connect to Gateway Park

**Estimated Costs: \$1,450,000**

## S9 ROB SULLIVAN PATHWAY

3.25 miles, 12-foot-wide paved asphalt trail. Extends from Donald E. Smith Boulevard to Benson Junction in DeBary.



### Trailheads

- DeBary Community Park

### Safety Features & Amenities

- Wayfinding signs and maps
- Pending safety markers every half mile

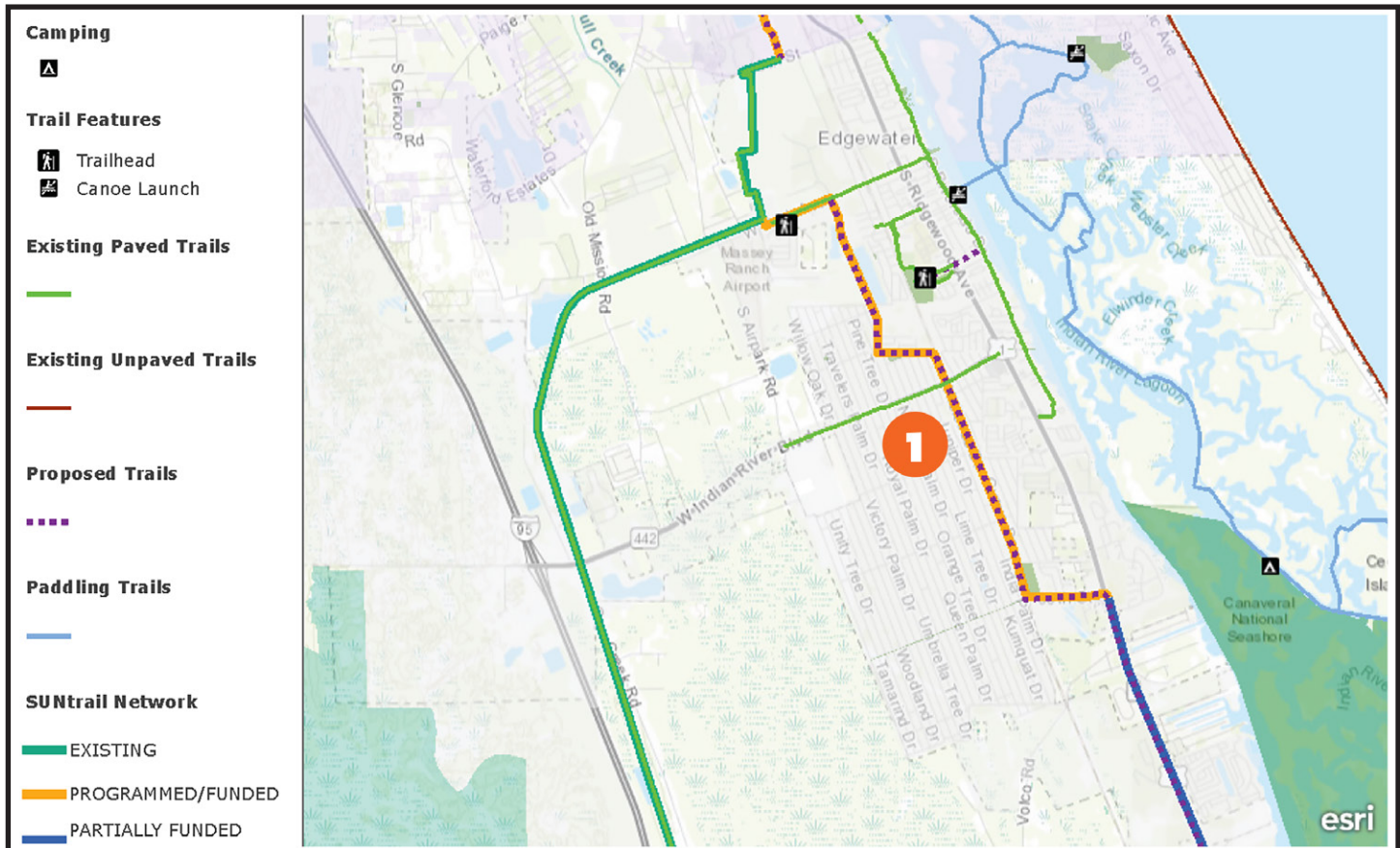
### Recommended Future Development

- **1** Construct trail from DeBary Plantation Blvd. to Highbanks Blvd.

**Estimated Costs: \$1,173,000**

## S10 EDGEWATER PATHWAY

5.3 miles, 12-foot-wide paved asphalt trail. Extends from Cow Creek Road North to 10th St. in New Smyrna Beach.



### Trailheads

- Cow Creek Trail Head
- Rotary Park
- Daytona State College (no restrooms)

### Safety Features & Amenities

- Pending wayfinding signs and maps
- Pending safety markers every half mile

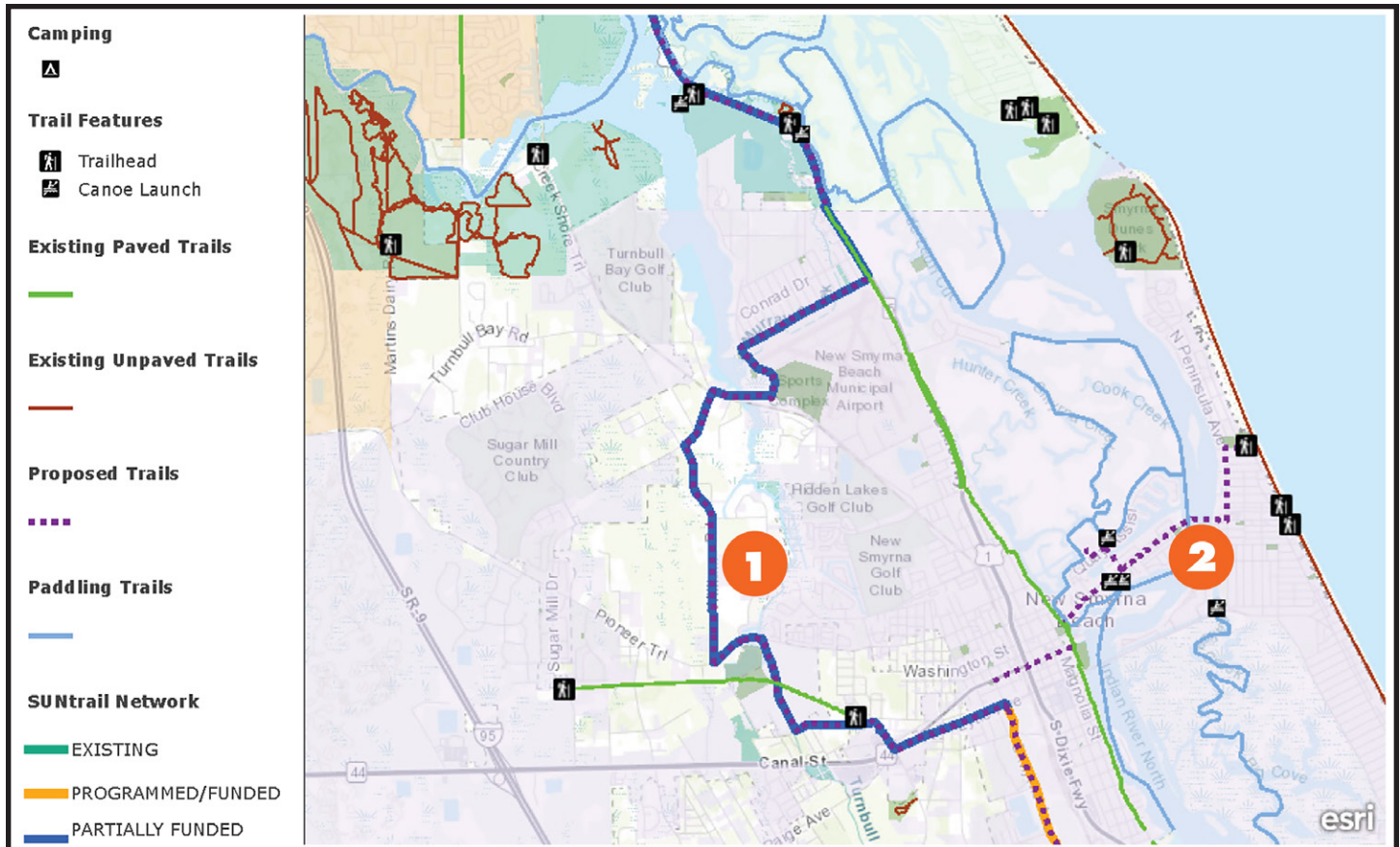
### Recommended Future Development

- ➊ Construct trail from Rotary Park to US1 and South to Kennedy Parkway.

**Estimated Costs: \$10,404,944**

## S11 NEW SMYRNA PATHWAY

12.8 miles, 12-foot-wide paved asphalt trail. Extends from 10th St. in New Smyrna North to Nova Rd. in Port Orange.



### Trailheads

- New Smyrna Beach Sports Complex
- Spruce Creek Park
- Divito and Sleepy Hollow – Doris Leeper Preserve

### Safety Features & Amenities

- Pending wayfinding signs and maps
- Pending safety markers every half mile

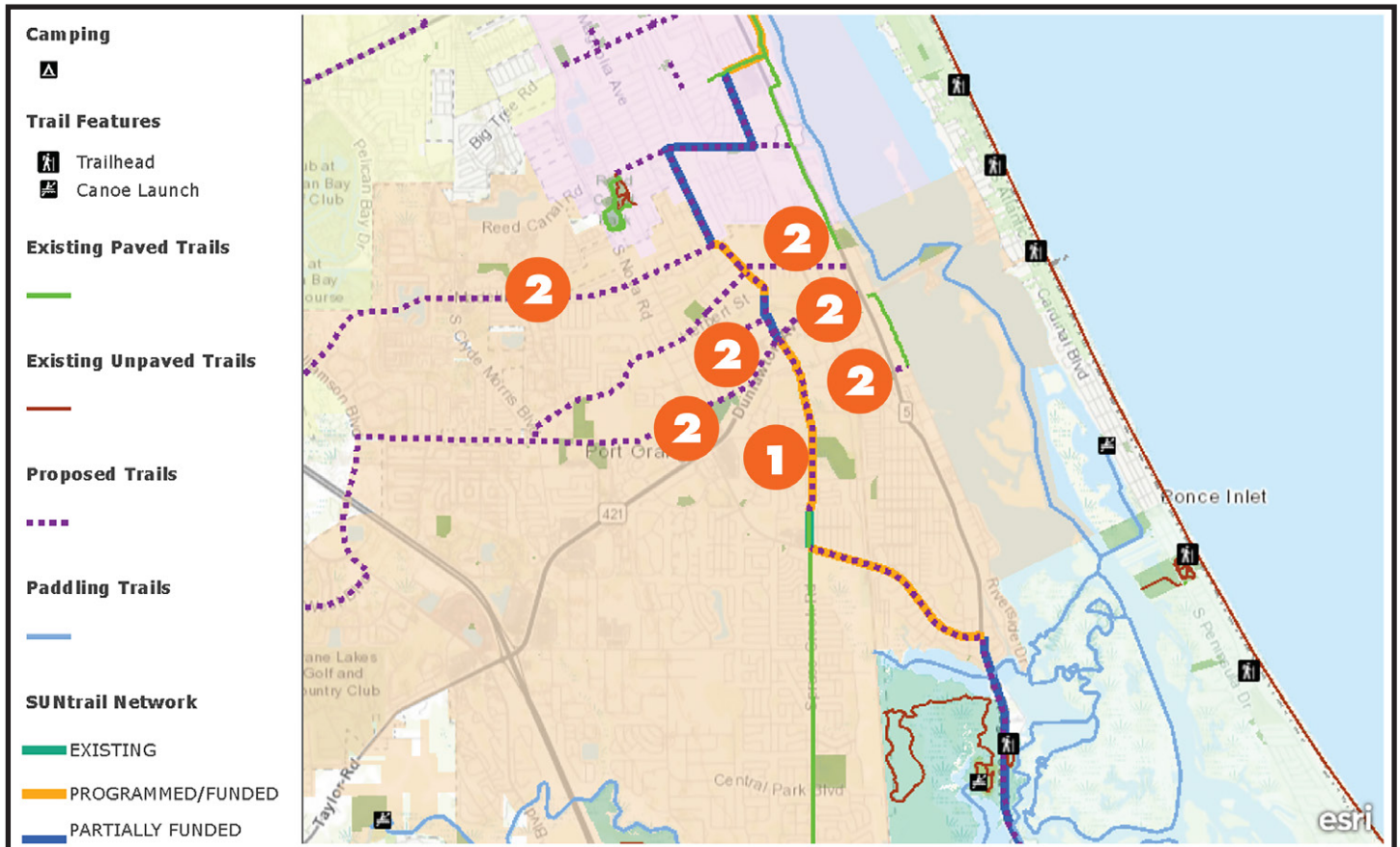
### Recommended Future Development

- ➊ Acquire ROW and Construct SJR2C trail alignment
- ➋ Construct trail from SJR2C Loop to MDC and Gracie Bark Park

**Estimated Costs: \$8,600,000**

## S12 PORT ORANGE PATHWAY

4.3 miles, 12-foot-wide paved asphalt trail. Extends from Nova Rd and US1 North to Madeline Ave. and Sauls St. in South Daytona.



### Trailheads

- Margaret Buschman Park
- Ken Bem Park

### Safety Features & Amenities

- Pending wayfinding signs and maps
- Pending safety markers every half mile

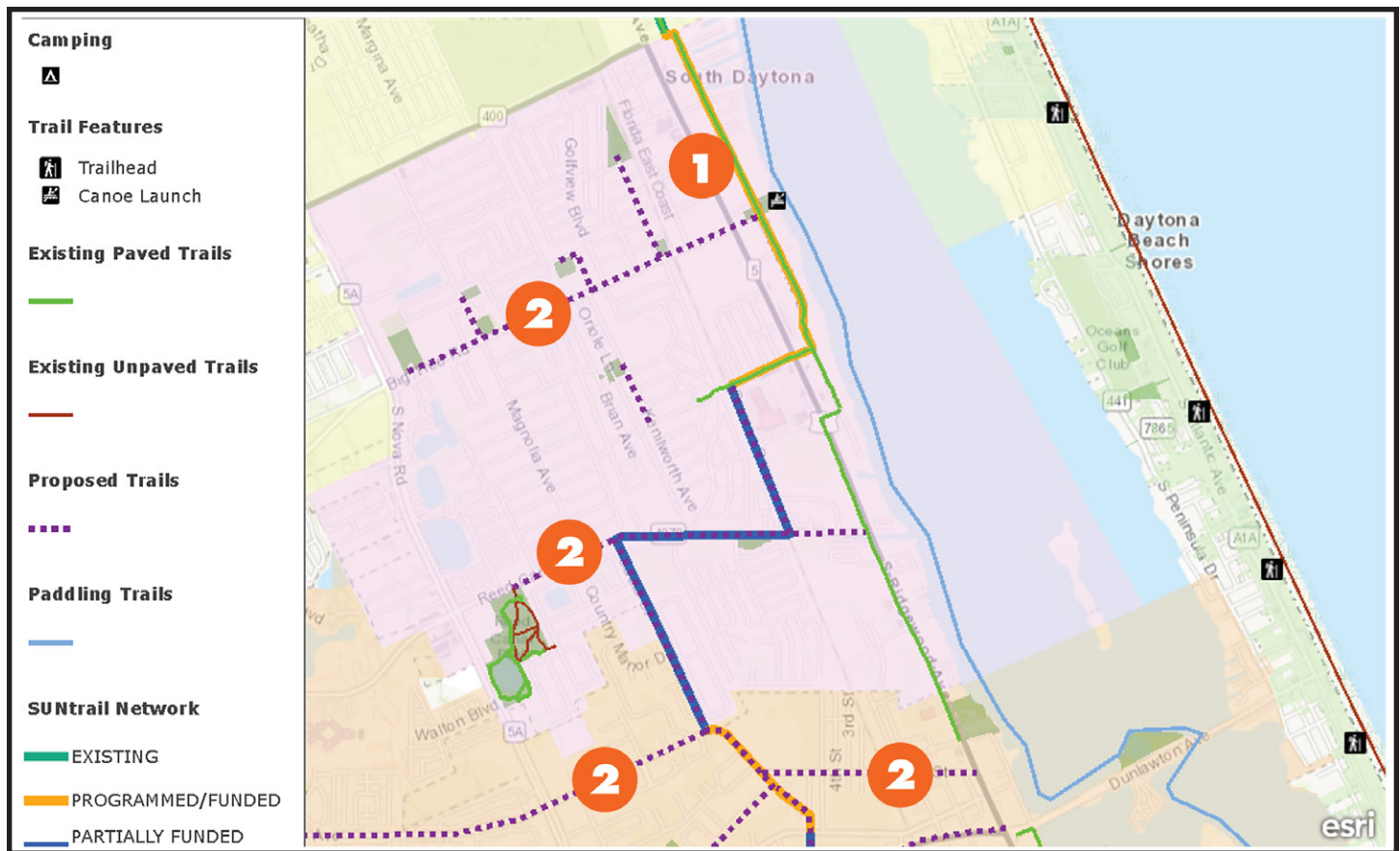
### Recommended Future Development

- 1 Acquire ROW and construct SJR2C Loop alignment
- 2 Connect SJR2C Loop to various Parks along corridor

**Estimated Costs: \$5,225,000**

## S13 SOUTH DAYTONA PATHWAY

3.7 miles, 12-foot-wide paved asphalt trail. Extends from Madeline Ave. and Sauls St in South Daytona North to Palmetto Ave. and Beville rd. in Daytona Beach.



### Trailheads

- Acquire ROW and construct SJR2C Loop alignment
- Connect SJR2C Loop to various Parks along corridor

### Safety Features & Amenities

- Pending wayfinding signs and maps
- Safety markers every

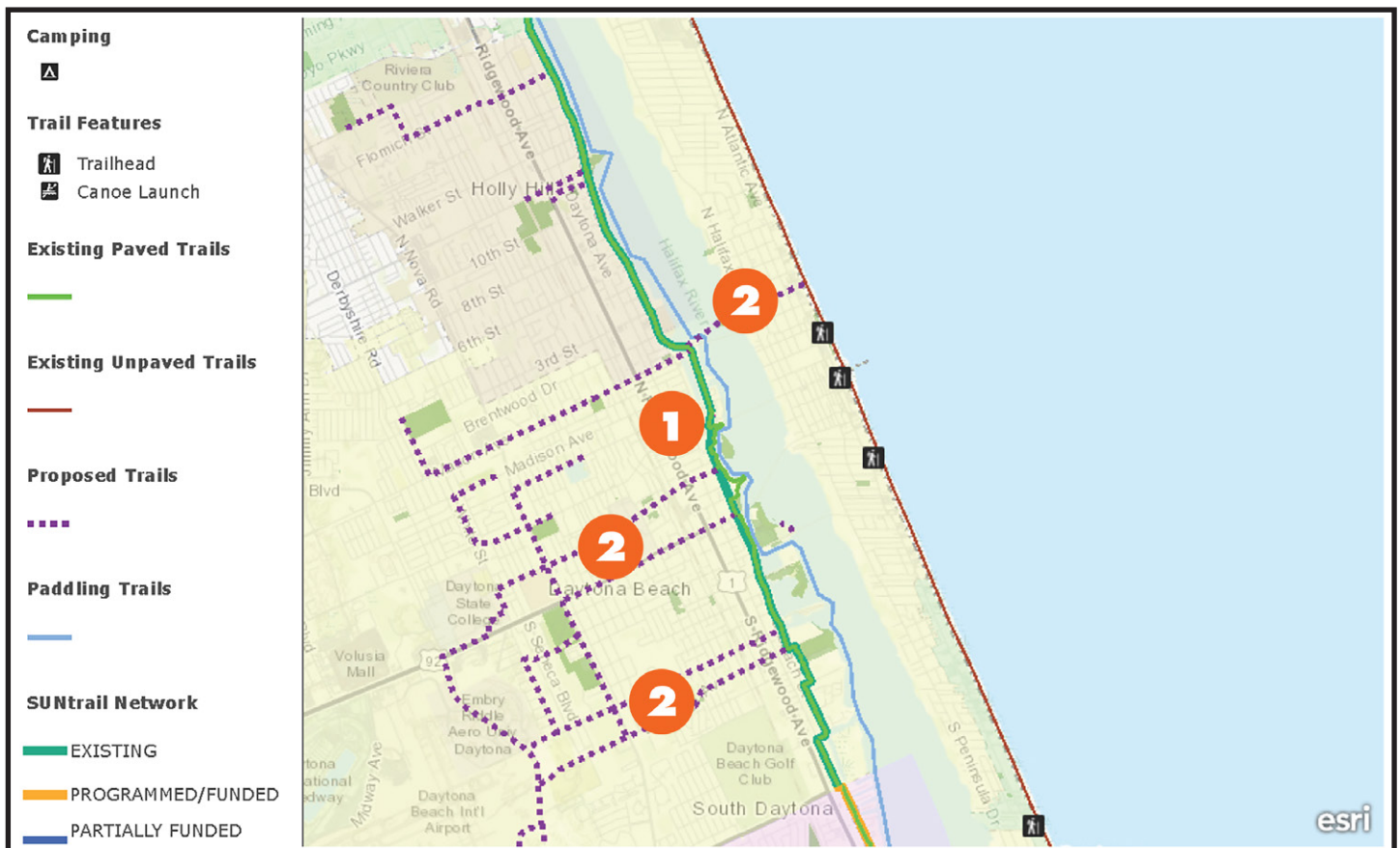
### Recommended Future Development

- 1 Construct alignment of SJR2C Loop
- 2 Connect SJR2C Loop to various parks within the city and to existing trail on US 1

**Estimated Costs: \$4,812,500**

## S14 DAYTONA/HOLLY HILL PATHWAY

7.3 miles, 12-foot-wide paved asphalt trail. Extends from Beville Rd. and Palmetto Ave. in Daytona Beach North to Riverside Park and S. Beach St. in Ormond Beach.



### Trailheads

- Bethune Point Park
- Halifax Harbor Park
- City Island
- Riverfront Park
- Sickler Park
- Riverside park
- Sunrise Park

### Safety Features & Amenities

- Pending wayfinding signs and maps
- Pending safety markers every

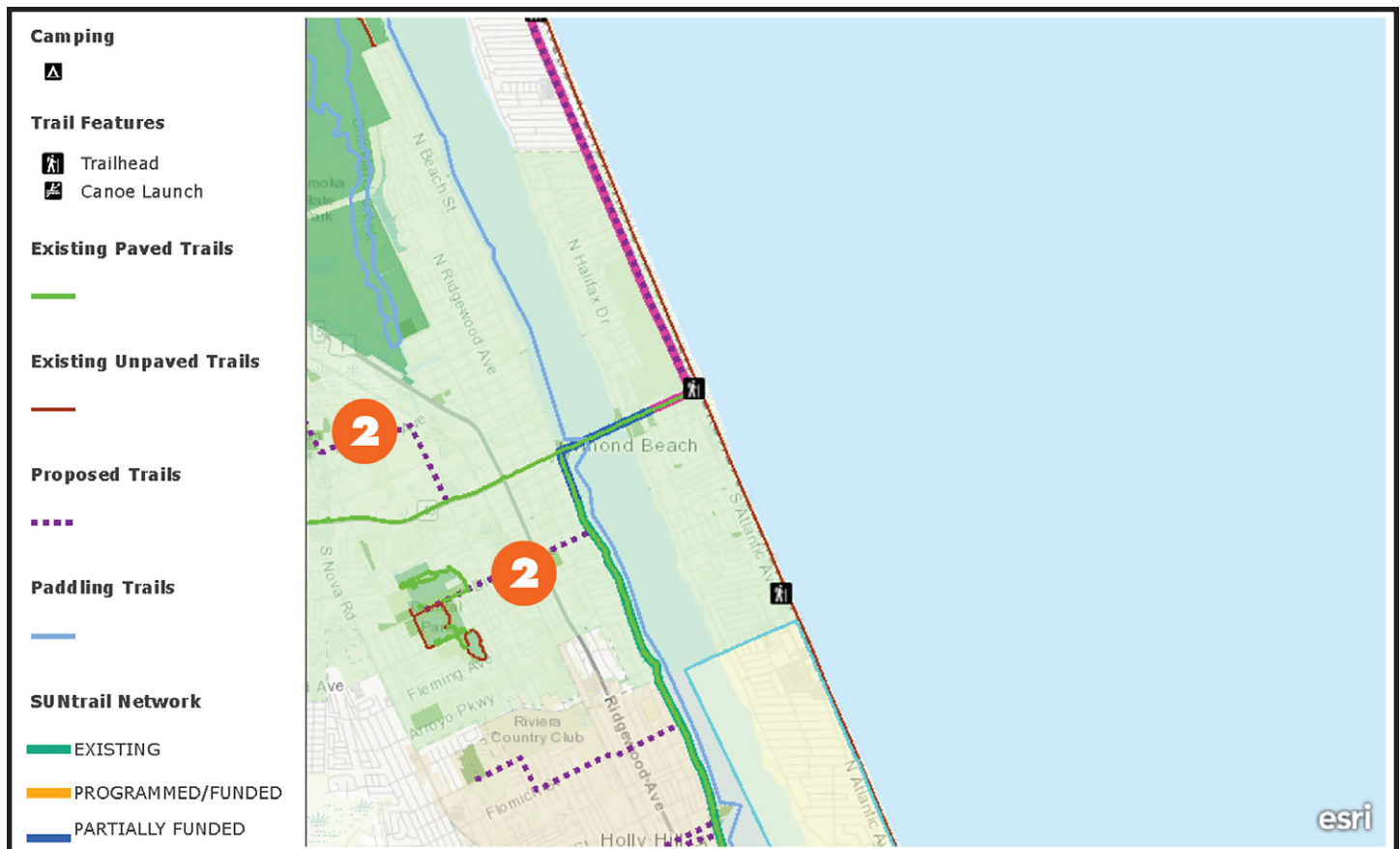
### Recommended Future Development

- 1 Construct gap on SJR2C Loop from Rio Vista Ave. North to Lexington Dr.
- 2 Connect SJR2C Loop to Holly Hill Recreation Center, Hollyland Park and other nearby parks

**Estimated Costs: \$2,500,000**

## S15 ORMOND PATHWAY

3.3 miles, 12-foot-wide paved asphalt trail. Extends from Riviera Park and S. Beach St. in Ormond Beach North to Riverbreeze Blvd. in Ormond Beach.



### Trailheads

- Ames Park
- Indian Mound
- Cassen Park
- Riverfront Park
- Fortunato Park
- Rockefeller Gardens
- Ormond Beach Tennis Center
- War Memorial Gardens
- Birthplace of Speed Park

### Safety Features & Amenities

- Pending wayfinding signs and maps
- Pending safety markers every half mile

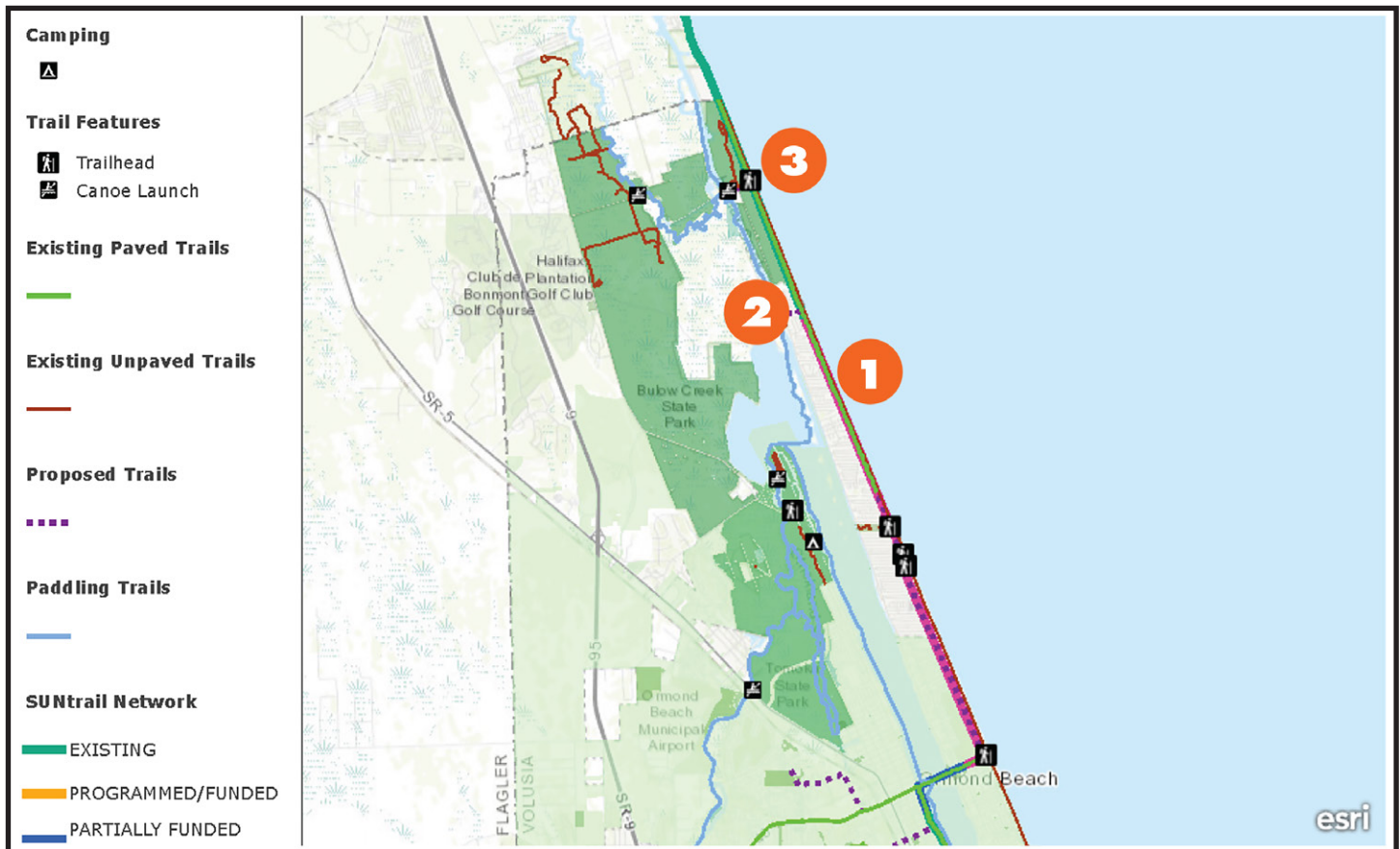
### Recommended Future Development

- 1 Widen Sidewalk from Granada and A1A North along STR2C Loop alignment
- 2 Connect SLR2C Loop to South Ormond Neighborhood Center, Central Park and Nova Recreation Complex

**Estimated Costs: \$2,475,000**

## S16 NORTH PENINSULA PATHWAY

9.4 miles, 12-foot-wide paved asphalt trail. Extends to Riverbreeze Blvd. in Ormond Beach North to Ocean Palm Villa in Flagler County.



### Trailheads

- Bicentennial Park
- Tom Renick Park
- North Peninsula State Park

### Safety Features & Amenities

- Pending wayfinding signs and maps
- Pending safety markers every

### Recommended Future Development

- 1 Widen/construct Sidewalk from Riverbreeze Blvd. to Flagler County Line
- 2 Connect SJR2C Loop to Seabridge Park and Highbridge Park
- 3 Add restroom. To be determined

**Estimated Costs: \$6,100,000**

This table shows the construction schedule for the trail segments funded by **FDOT** and listed by the designated LAP administrator:

<b>FM Number</b>	<b>Description</b>	<b>Responsible Party</b>	<b>Funding (\$)</b>	<b>Year/Type</b>
<b>439876-1</b>	US 17 from SR 40 to Volusia County line	Volusia County	8,055,000	2022 – PD&E
<b>410251-1</b>	US 17 from DeLeon Springs Blvd to SR 40	Volusia County	2,200,966	2022 – Design, ROW, Environmental
<b>439874-1</b>	Lake Beresford Park to Grand Ave	Volusia County	621,153	2022 – Design
<b>439874-3</b>	Old New York to SR 44	Volusia County	428,798	2022 – Design
<b>439874-4</b>	SR 44 to Existing Grand Trail	Volusia County	535,997	2022 – Design
<b>439874-2</b>	Lake Beresford Park to Old New York	Volusia County	1,179,193	2022 – Design
<b>439039-6</b>	W. Highbanks Rd to DeBary Plantation Blvd	Volusia County	1,173,000	2024 – Construction
<b>439862-1</b>	US 1 from Kennedy Parkway to Dale Ave	Municipality	4,515,000	2023 – PD&E
<b>439862-2</b>	From US 1 to Dale Ave	Municipality	5,889,944	2025 – Construction
<b>439864-1</b>	Myrtle Av from 10th St to SR 44/Lytle Ave	Municipality	523,882 2,408,230	2022 – Design 2024 – Construction
<b>439865-3</b>	Spruce Creek Rd from south of Selin Circle to Herbert St	Municipality	531,774	2023 – Construction
<b>439865-2</b>	South Palmetto Ave from Ridge Blvd to Beville Rd	Municipality	7,259,000 2,165,564	2022 – Design 2025 – Construction

In addition to **FDOT** funding, the following projects are funded by Volusia County through the **Volusia ECHO** or Trails Capital Fund:

<b>Project ID</b>	<b>Description</b>	<b>Funding (\$)</b>	<b>Source</b>	<b>Year</b>
<b>CS-PRC-19</b>	Marine Discovery Center Trail	1,100,000	ECHO 328 Trails Capital Fund	2022
<b>PW-ENG-5511-03</b>	Spring to Spring Phase 3 – Rob Sullivan Park to Dirksen Drive/US 17-92	282,613 272,160 2,570,658	ECHO LAP Grant	2021

This table shows the construction schedule for the trail segments funded by **FDOT** and listed by the designated LAP administrator:

Description	SUNTrail Eligible (Y or N)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
<b>ROW acquisition and development</b>											
Lake Beresford North to Minnesota	Partial SUNTrail funding	\$1,500,000	\$1,500,000								
US 17 North to Putnam County line	Y			\$2,000,000							
Highbridge Park North to Flagler County Line	Y				\$1,000,000						
<b>Trail connection development</b>											
Hickory Bluff to Coast to Coast	N		\$350,000								
MDC to Ester St. Beach Front Park -NSB	N			\$2,000,000							
Chuck Lennon Park to trail at DeLeon Spgs St Prk.	N		\$500,000								
<b>Restrooms</b>											
Gobbler Lodge - Osteen	N	\$350,000									
Maytown Spur - Osteen	N	\$350,000									
Hickory Bluff Rd.- Osteen	N		\$350,000								
Spring Garden Rd. - DeLeon Springs	N		\$350,000								
Along US 17 North of DeLeon Spgs to Putnam	N					\$350,000		\$350,000			
Along A1A north of Highbridge to Flagler	N				\$350,000						
DeLand Sunrail Station	N			\$350,000							
SR 442 trail parking area - Edgewater	N	\$350,000									
<b>Parking - acquisition and development</b>											
Garfield - Deltona	N		\$500,000								
Bethel Loop - Enterprise	N			\$500,000							
Courtland - Deltona	N				\$500,000						
Guisse Rd. - Osteen	N		\$500,000								
Spring Garden Rd.	N		\$300,000								

Description	SUNTrail Eligible (Y or N)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Parking acquisition and development											
North of Lake Beresford to Minnesota	N		\$500,000								
Along US 17 North of DeLeon Sprgs to Putnam	N					\$500,000					
US 17 North to Putnam County line	N				\$1,000,000						
Along A1A north of Highbridge to Flagler	N				\$750,000						
Re-surfacing - \$120,000 per mile											
Various trail sections throughout county	Y *						\$600,000	\$600,000	\$600,000	\$600,000	\$600,000
Pat Northey Pathway	Y *										
Debary Pathway	Y *		\$180,000								
Green Springs Pathway	Y *		\$120,000								
Garfield Pathway	Y *					\$516,000					
Edgewater Pathway	Y *			\$288,000							
Lake Beresford Pathway	Y *		\$393,000								
DeLeon Springs Pathway	Y *				\$362,800						
Wooden trail bridge replacements	Y *				\$50,000			\$50,000			

Y \* - Trail re-surfacing is an allowable SUNTrail expense. However, re-surfacing projects are unlikely to be funded in the FDOT 5 year work plan. New trail development will be the priority.

**Grand Total for 10 years: \$22,009,800**

## 4.3 City Trail Construction Plans

While the Parks, Recreation and Culture team remains engaged with the municipalities to plan the regional network, it is the responsibility of each local LAP agency to sign funding commitments and maintenance agreements with the funding agencies. In some cases, if the trail route traverses a federal or state highway in a small municipality that is not certified as a LAP agent, **FDOT** may choose to design and construct some trail segments in conjunction with their larger road projects.

Alternatively, the **FDOT** may elect to request that Volusia County be responsible for some segments that lie within the smaller municipalities. In this case, the county would require an interlocal agreement that outlines project scope and maintenance responsibilities.

Each local LAP agency is responsible for the engineering required to develop construction plans for their assigned routes, the bid process to hire a construction firm, oversight of the construction phase, and reconciliation of grant funding. Trail advocates are encouraged to work directly with each municipality to ensure that the **St Johns River-to-Sea Loop (SJR2C)** and the **Coast-to-Coast Trail (C2C)** conform to the guidelines outlined in each respective master planning document.

The county continues to maintain the Geographic Information System data and the interactive mapping tools for the entire route.

## 5.0 DESIGN GUIDELINES

The Volusia Trail System is being designed according to standardized guidelines that have been developed for safety and consistency. Applicable design standards may vary based on the location of the trail segment, the intended use and the ownership of the underlying property. For trail projects on the state highway system, the Florida Department of Transportation (**FDOT**) Design Manual applies.



The Manual of Uniform Minimum Standards for Design, Construction and Maintenance, also known as the Green Book, is used for projects that are not on the state highway system. The Green Book provides standards for public streets, roads, highways, bridges, sidewalks, curbs, curb ramps, crosswalks, bicycle facilities, underpasses and overpasses used by the public for vehicular and pedestrian use.

The Manual of Uniform Traffic Control Devices (MUTCD) is also used by trail designers and engineers. It provides standards for installing and maintaining traffic control devices on public streets, highways, bikeways and private roads that are open to public travel. The manual provides guidance on road markings, highway signs and traffic signals.

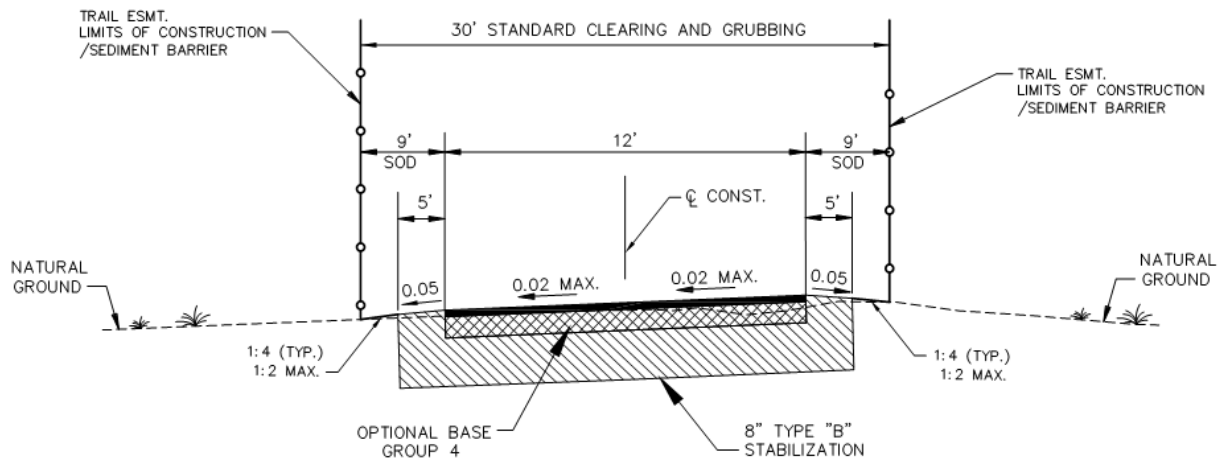
This section provides examples of design guidelines that are currently being applied to the **Coast-to-Coast (C2C)** and the **St Johns River-to-Sea Loop (SJR2C)** trail segments. It also identifies the design guidelines that are being used at trailheads and on signage throughout the trail system.

In accordance with the Americans with Disabilities Act (ADA), trails are required to be developed in accordance with certain standards of accessibility. Accessibility by all users is an important goal for Volusia County. Because trails are transportation and recreation facilities, accessibility is mandated by the federal Americans with Disabilities Act of 1990, which requires certain design standards for facilities to comply with the law. The U.S. Access Board sets design standards to ensure that access.

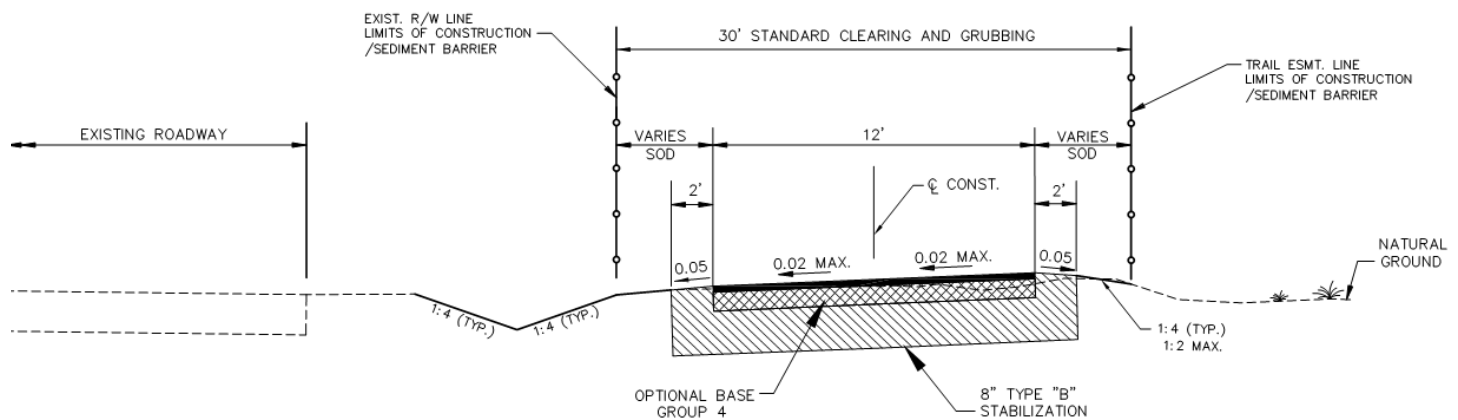
According to the U.S. Access Board, a multi-use trail specifically designed and designated for hiking and bicycling is considered a pedestrian trail. Shared-use paths are included in this definition. Because of this use by pedestrians, these facilities are subject to the accessibility requirements of the American Disabilities Act.

## 5.1 Typical Sections

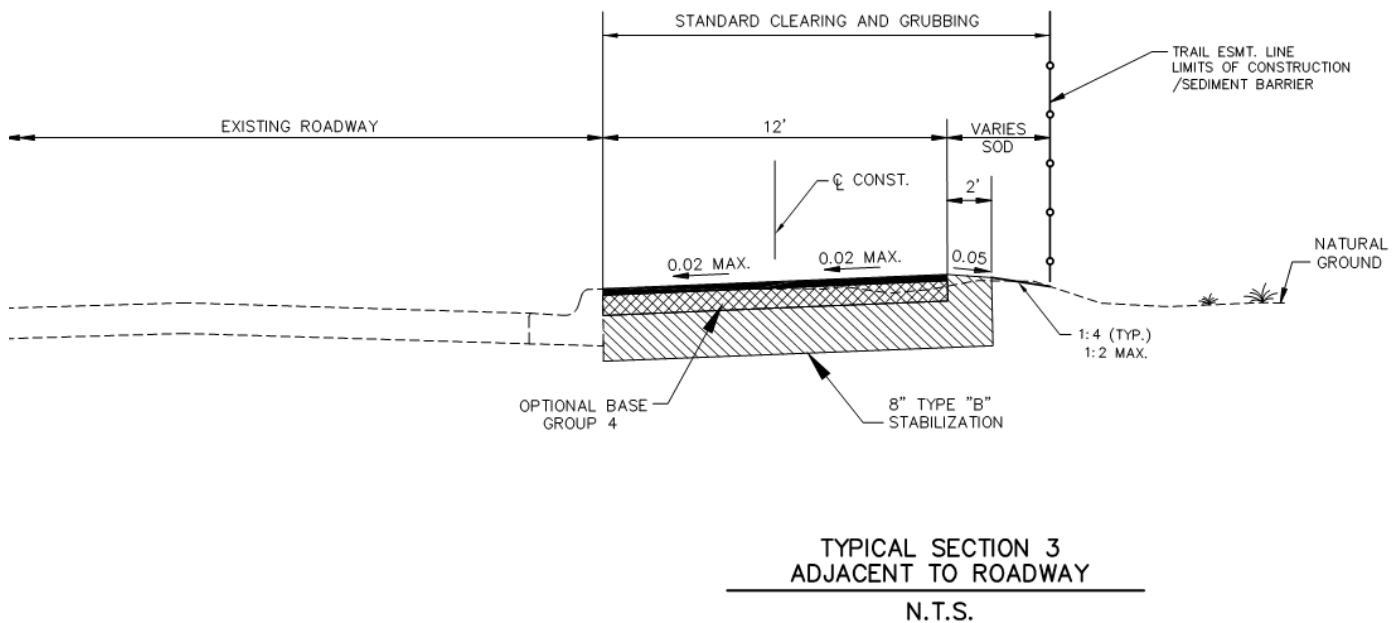
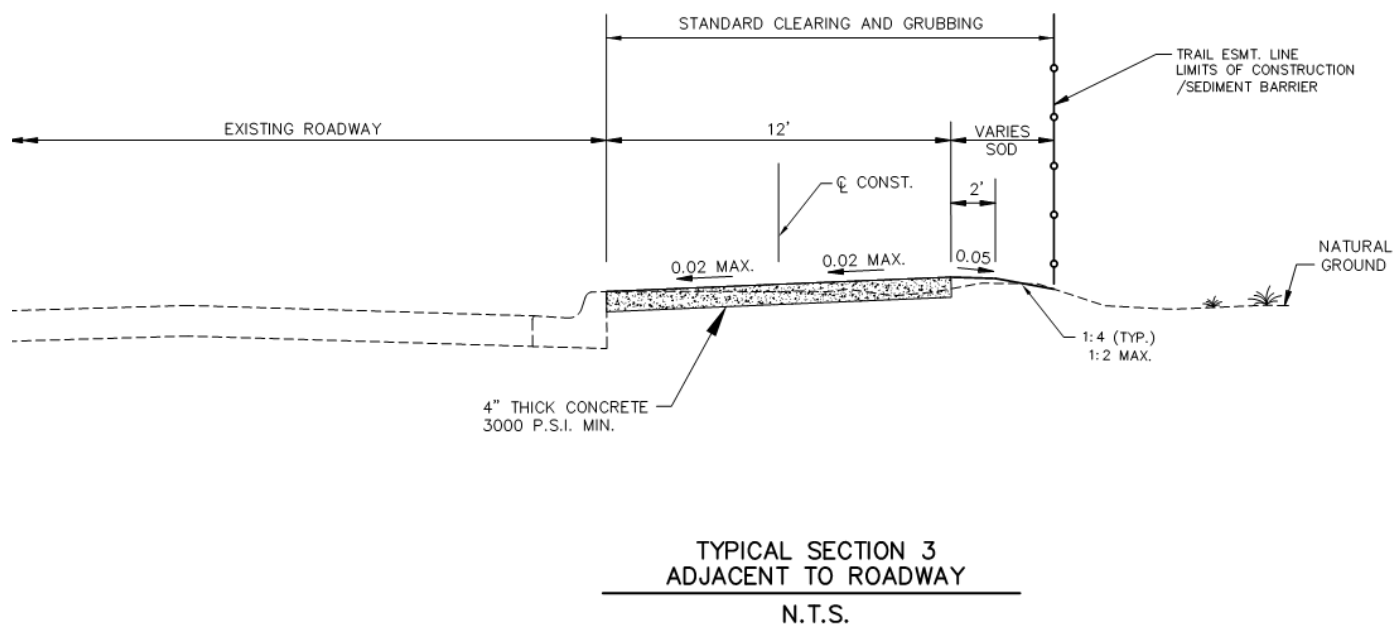
Each programmed trail segment has a plans package that is created in the design phase. Typical sections identify construction details that graphically represent the work to be performed in specific areas. Samples of typical sections that are used by the Volusia County Public Works Department for the Volusia Trail System are provided below.



**TYPICAL SECTION 1**  
N.T.S.



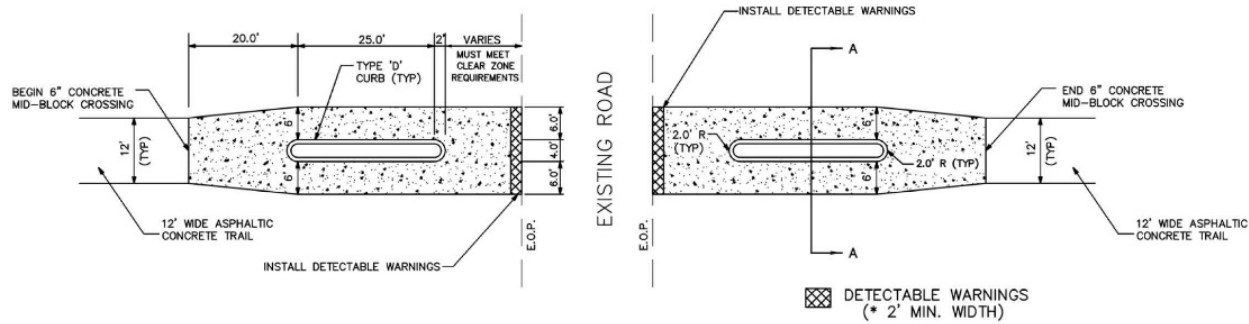
**TYPICAL SECTION 2**  
**ADJACENT TO RURAL ROADWAY**  
N.T.S.



Trails are typically designed based on user types, with consideration given to site-specific constraints. Most experts agree that to accommodate two-way traffic, a trail should be at least 12 feet wide and may increase to 14 feet or even more in areas of high user demand.

Volusia County's asphalt trails are typically 12 feet wide. Sod is planted on both sides of the trail for stabilization purposes and to maintain a clear zone that is free of impediments such as tree limbs, tree roots, etc. Stormwater controls are also provided to move water off the asphalt and into drainage features.

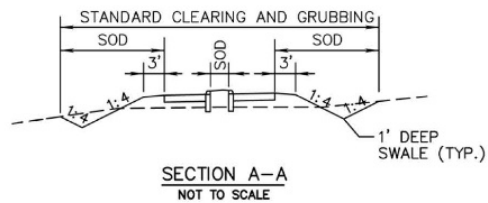
## 5.2 Trail Crossings



TYPICAL MID-BLOCK CROSSING DETAIL

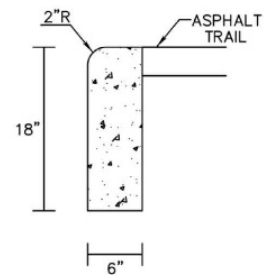
NOT TO SCALE

\*\* TRANSITION CROSS SLOPE TO MATCH ROADWAY PROFILE GRADE



ENVIRONMENTAL CONC. CURB

NOT TO SCALE



5.3 Trailhead



## 5.4 Trail Mapping & Signage

On April 16, 2019, the **Volusia County Council** approved a LAP agreement with the Florida Department of Transportation (**FDOT**) for \$135,000 in federal funding and \$50,997 in local funding for the fabrication and installation of trail map signs, way-finding signs and mile markers along the Coast-to-Coast Trail within Volusia County. The trail extends from Seminole County on the west side over to Brevard County on the southeast and crosses through DeBary, Deltona and Osteen covering an approximate length of 35 miles. The improvements consist of directional destination signs, area map signs and mile markers. The project was completed in February 2020.



Subsequently, the County Council also approved a LAP agreement with **FDOT** for \$500,000 in federal funding and local match for the fabrication and installation of trail map signs, way-finding signs and mile markers along the St Johns River-to-Sea Loop within Volusia County. This project will begin the design and fabrication stage once the eastern Volusia County trails have established alignments and are programmed for construction funding.

The color palette of the maps and wayfinding signs will be modified to differentiate the St Johns River-to-Sea Loop from the Coast-to-Coast Trail. Also, the St Johns River-to-Sea Loop logo will be moved to the top of the sign panel to inform the user they are traversing the loop. The Volusia County logo will be added to the bottom of the panel. The name of the pathways will be included on the mile marker posts and will align with the Volusia County mobile trail application.

## 5.5 Safety & Crime Prevention

### Crime Prevention Overview

According to Marcus Felson, author of “Crime and Everyday Life” and a former sociology professor at Rutgers University who specializes in crime science, criminal acts almost always include three elements:

- **A likely offender**
- **A suitable target**
- **The absence of someone to protect against the offense**

In essence, opportunity can be the root cause of crimes. Offenders may tend to respond differently to settings that limit their choices. **Crime prevention through environmental design (CPTED)** includes strategies to limit the choice for negative and/or criminal behavior. Controlling access, providing natural surveillance, fresh paint, regular upkeep and maintenance, and landscaping are ways to improve trail design and reduce the potential for crime. A properly managed environment can increase voluntary compliance. Volusia County utilizes **CPTED** principles in the design of the county’s trail system.



**Strategies are incorporated in the initial design and are refined throughout the management and maintenance phases, including:**

- **Landscape medians used to narrow entry points at trail entrances and cross streets**
- **Fencing to funnel trail users to appropriate spaces**
- **Lighting installed at key locations**
- **A 100-foot line of sight is maintained to minimize two-way conflicts**
- **Directional paint markings are prevalent in high-traffic areas**
- **Mobile cameras are scattered throughout the county’s trail system and monitored by the trail maintenance team.**
- **The team works closely with the Volusia Sheriff’s Office to report suspicious activity and to investigate and prosecute criminal activities such as illegal dumping, vandalism and other crimes.**

## Safety Highlights

- Trail use is limited to nonmotorized users
- Motorized vehicles are prohibited except for ADA purposes
- Speed is limited to 15 miles per hour on the trail system
- “No Through Traffic” and “No Motorized Vehicles” signs are situated at key intersections
- County employees have been trained to make eye contact and greet trail users as part of the customer service experience
- Mile markers on the Coast-to-Coast Trail are located throughout the trail system to provide locational data
- Emergency phone numbers are prominently displayed to offer emergency assistance 24 hours a day, seven days a week
- The U.S. National Grid is used as the common coordinate system for emergency purposes, providing a standardized system for emergency responders to locate individuals on the trails



## Safety & Crime Prevention Summary

**CPTED** strategies provide a means to be proactive in minimizing the suitable targets for likely offenders. The professional trail designers hired by the county are well versed in implementing safety standards. These principles extend beyond design and are incorporated into the maintenance program.

Replacing broken amenities, removing graffiti immediately, repainting faded surfaces, cleaning restrooms and trailheads regularly, and maintaining relationships with trail users are ways to improve trail safety. Building the trail system is only the beginning of the process. An ongoing, well-funded maintenance program plays an integral part in ensuring the safety of residents and visitors who utilize the Volusia County trail system.

## 5.6 Electric Bikes and Other Mobility Devices

Electric bicycles (e-bikes) are bicycles equipped with an electric motor and a battery. The purpose is to assist the rider in propelling the bike forward when pedal power is insufficient. E-bikes typically travel an average of 20 mph and, depending on the model, can sometimes reach up to 28 mph. They are equipped with pedal assist or power on demand through a throttle system.

### There are three classes of e-bikes:

**Class 1**, which has pedal assist. It requires the rider to pedal to use the motor. It is similar to pedaling a conventional bicycle except an on-board motor engages to aid in the effort when the user is pedaling. This class/type of e-bike may or may not have a throttle, and it has a maximum assisted speed of 20 mph. It is great for bike paths and other places that traditional bikes travel.

**Class 2**, which is equipped with a motor controlled by a throttle. The rider does not have to pedal to use the motor. The throttle is cranked when the rider wants power. The battery is charged by peddling, and the throttle is limited to a maximum of 20 mph. If the rider does not pedal, battery life is severely shortened.

**Class 3**, which is the fastest e-bike. It is still considered a bicycle and does not require a driver's license or license plate. It is equipped with a speedometer and will only assist until the bike reaches 28 mph. Typically, this category would be best for commuters.



E-bikes are allowed on Volusia County trails and must adhere to 15 mph max speed.

### Other electronic mobility devices

Electronic mobility devices are a fast-growing form of micro-mobility. Transportation in communities across America is changing with the advent of many small and light personal mobility options, which typically run on electric motors. Self-balancing devices include Segways, hoverboards, unicycles, skateboards and one wheels. These devices are allowed on Volusia County trails. However, these devices must follow the speed limit of 20 Miles per hour and follow proper trail etiquette.

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## 6.0 TRAIL MAINTENANCE

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*Capital costs for trail design and construction have been provided mostly by Volusia County's state and federal partners, with supplemental funding being provided through the county's ECHO program. Maintenance costs are the responsibility of the county.*

The annual county cost to maintain a mile of trail is \$4,500 per year on average. It includes operational costs to clean restrooms, empty trash cans, mow along the trail, remove debris, blow off trails, maintain security cameras, and fix trail amenities such as water fountains and benches.

These costs are the responsibility of the county for the county-built portions of the regional trail system. Trail re-surfacing projects can be funded with SUNTrail funds but would need to be included in the States SUNTrail 5-year work program. Other funding sources for trail re-surfacing may be available through the **River-to-Sea Transportation Planning Organization**.

Volusia County and the Florida Department of Transportation (**FDOT**) have entered into various trail maintenance agreements. Each maintenance agreement must be approved by the local government before **FDOT (SUN Trail)** will fund any trail development expenses.

The state requires the local governmental entity to permanently and perpetually maintain the entire segment of the trail project funded by **FDOT**. The trail must conform to generally accepted standards of trail and sidewalk maintenance, including, but not limited to compliance with the Americans with Disabilities Act. If the local governmental entity does not enter into this agreement, **FDOT** will not expend funds to develop the trail.

Volusia County has also entered into agreements with city entities for trail maintenance. The county has recently built a **SUN Trail** funded trail segment of the St Johns River-to-Sea Loop from Highbanks Road to U.S. 17/92 in the City of DeBary.

The City of DeBary has assumed trail maintenance in perpetuity. A similar agreement exists with the City of New Smyrna Beach for a **Volusia ECHO** funded trail segment that extends from the Marine Discovery Center to the existing sidewalk on the south side of the North Causeway.

## 7.0 MARKETING

*Marketing has the opportunity to open the portal to a wide range of new consumers who otherwise may not know a product exists. Branding provides an identifiable means to gain familiarity and comfort with a product or service and draw end users into the experience. By understanding the user groups and partnering with tourism officials, not-for-profit institutions and adjacent counties, Volusia County is maximizing the potential to share our natural resources with others while benefiting economically in the process. Branding and partnering are key components of the county's trail initiatives.*

### 7.1 Branding

#### Coast-to-Coast Trail



The original Coast-to-Coast (**C2C**) branding process began early and evolved as more and more partners joined the effort to unify all the individual trails that comprise the **C2C** network. A series of workshops and branding sessions were held across the **C2C** corridor by the project partners in 2016.

The participants included two regional planning councils, affected local governments, the Department of Environmental Protection (DEP), representatives for the existing trail segments, tourism officials and other local trail enthusiasts.

The goal was to develop ideas for recreating a brand that would represent all 10 counties and 270 miles of trail. One of the branding sessions was held on Jan. 19, 2016, at **DeBary Hall Historic Site** in Volusia County. The others were held in Winter Garden and Brooksville to garner the ideas of participants across the region.

According to the **East Central Florida Regional Planning Council** (ECFRPC), which helped facilitate the sessions, take-a-ways included the need for consistent design elements. There was a desire to celebrate the diversity of landscapes found along the **C2C**. Participants stressed that there is no one defining character – trail segments range from urban to rural, to wilderness.

Everyone recognized that small towns have charm and that the team should respect what they have done previously. The team determined that it would be appropriate to have differing design treatments based upon the specific location and context of the design element. For example, an urban area might have a different type of barrier fence than a wilderness area.

The team agreed that consistency in design could be accomplished through the use of consistent forms, materials, colors, fonts, line styles, connection methods, etc. This extends to the logo, directional signage, mile markers, brochures, mobile applications, marketing materials and thermoplastic paint markings.

They agreed that there needs to be a way to identify jurisdictional changes throughout the trail system and a means to install an emergency locate system. Trailheads should be differentiated by type. Spacing guidelines for signage were developed, and the group agreed to a standard for fencing and railings.

A unifying color scheme emerged as the strongest way to brand, especially on high visibility trail structures such as overpasses and bridges. Landscaping recommendations included a focus on natural vegetation and preservation of what is already in place. Participants agreed that new materials should be native to the area where they are being planted.



### The team also agreed on goals for the wayfinding system. These include:

- Ensure that the proposed design suits the needs of the C2C corridor and its users
- Enhance awareness for users that they are along a larger trail network
- Improve wayfinding throughout the counties
- Improve connections to trail networks from adjacent neighborhoods
- Improve connections from the trail network to nearby amenities, cultural destinations and recreational destinations
- Enhance education opportunities about local history, amenities, culture and ecology

Proposed signage included multiple schemes to provide a variety of aesthetic options while maintaining a unified look. Foremost, the signs need to be easily reproducible over time due to the timeline required to complete the project and availability of materials throughout the region.

Monument signs were chosen as the preferred means of demarcating jurisdictional boundaries. Mile markers at quarter-mile increments would be embraced as a key design element for wayfinding and branding.

Mile zero was designated as the westernmost point near the Gulf of Mexico, counting upward to the Atlantic Ocean. To address emergency situations, the U.S. National Grid was proposed to be included in the marking system as a means to locate trail users without the availability of formal addressing.

Global Positioning System (GPS) compatible location markers are planned to serve as an essential part of emergency response efforts.



## St Johns River-to-Sea Loop











Volusia County initiated a process to brand the St Johns **River-to-Sea Loop (SJR2C)** as part of the strategic planning process. SJR2C faced some of the same challenges as the **Coast-to-Coast Trail** because there were various existing and proposed trails with planned names already in the works. The goal was to develop a unified logo along the five-county corridor.

A stakeholder meeting was held to discuss the need for a cohesive logo, and a design contest was held to solicit design ideas.

Those ideas were sent to stakeholders across the project area to vote for the top logos and to provide input on suggested changes. Two logos were ultimately developed, and the final logo was selected by leaders of all five counties through a steering committee in which each county had a vote.

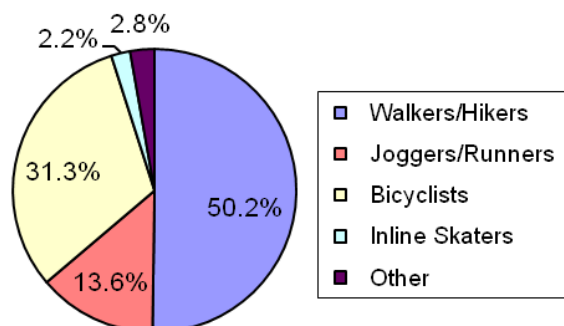
Volusia County was awarded a transportation grant and was assigned as the LAP Administrator to develop the wayfinding system for the SJR2C.

 <p><b>MILE</b></p> <p><b>26.5</b></p> 	 <p><b>Lat/Long:</b> N28.84353, W81.31877</p> <p><b>USNG:</b> 17RMM 68905 90692</p> <div style="border: 2px solid red; padding: 5px; text-align: center;"> <p><b>IN CASE OF EMERGENCY DIAL</b></p> <p><b>9-1-1</b></p> </div> <p><b>Non-Emergency Call 386-943-8276</b></p>	 <p><b>MILE</b></p> <p><b>26.5</b></p> 	<p>Please Keep Our Trails Clean For Everyone</p>  <p><b>Download the app for Maps and Amenities</b></p> <div style="display: flex; justify-content: space-around;">   </div>
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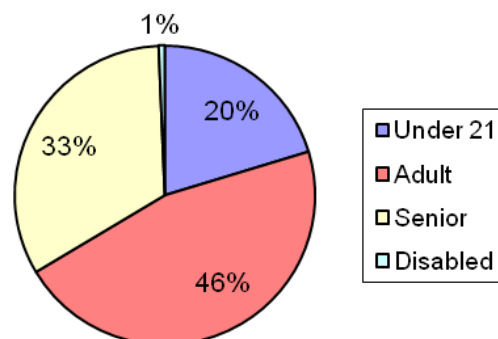
## 7.2 Identifying Trail Users

Collecting data on trail users is a way to analyze and quantify needs and preferences. The county initiated this process in 2009, and the data that was collected provided a baseline for tracking trail use and planning for future operational needs. While mechanical trail counters could have been used to count total numbers, these devices cannot provide demographic information that county trail planners were seeking.

Combined Trails -- Use Mix



Combined Trails -- User Mix

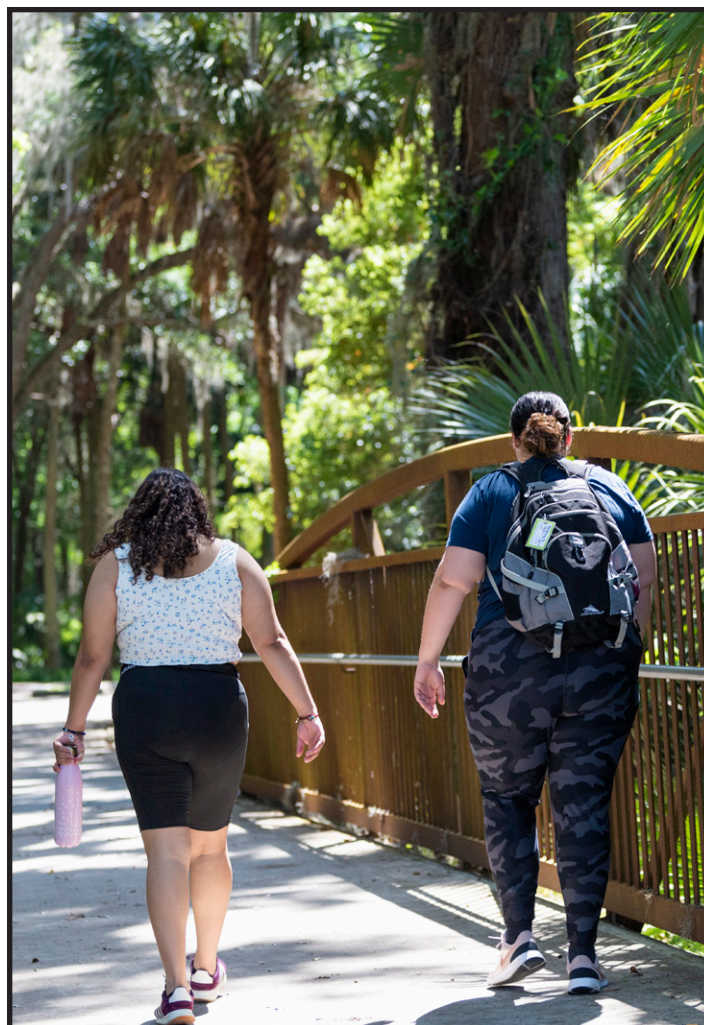


In the summer of 2009, the **Parks, Recreation and Culture Division** devised a survey and placed employees at each of the five trailheads to count users during random weekdays and weekend during the summer and winter seasons. The decision to use staffed survey stations was labor intensive but was the best way at that time to acquire specific data such as time of day, age of user and mode of use.

A sample trail survey collection sheet is attached as **Appendix A**. Trail use on our four completed segments was surveyed at the five existing trailhead locations: Gemini Springs Park, **DeBary Hall Historic Site**, Lake Monroe Park, Lake Beresford Park and the Glenwood area.

The data are not current, and the results were not statistically significant; however, over time as the trail system develops, additional data can be collected to establish trends over time and can provide invaluable guidance for maintenance decisions, staff scheduling, and trail investment strategies.

Because this survey was done by humans instead of mechanical trail counters, Parks staff was able to establish the number of users, the day of the week, the time of day, and the type and age of trail users. The data average use and projected use were calculated for each trailhead. Weekend use was generally higher than weekday use. Walkers and Joggers make up about half of the users. Bicyclists make up about a third of users. About 79% of users are either adult or seniors.



It has shown that trail use can be a driver of ecotourism and heritage tourism and an economic generator for local businesses. Trails have a positive impact on Volusia County businesses.

For example, walkers and joggers spend discretionary income on specialty shoes, socks and clothing. Bicyclists purchase bicycles, helmets, specialty clothing and shoes.

To quantify the annual economic impact of trails in Volusia County, assumptions were made based on previous local studies (percent of nonlocal visitors) and a rigorous assessment of The Washington & Old Dominion Trail (W&OD) in Virginia (per person per visit trail-related expenditures).

The W&OD study was prepared by the **USDA Forest Service**, the University of Georgia and the National Park Service in 2004; it stressed that **“... the direct effects of visitor expenditure create a ‘ripple’ effect within the local economy.”**

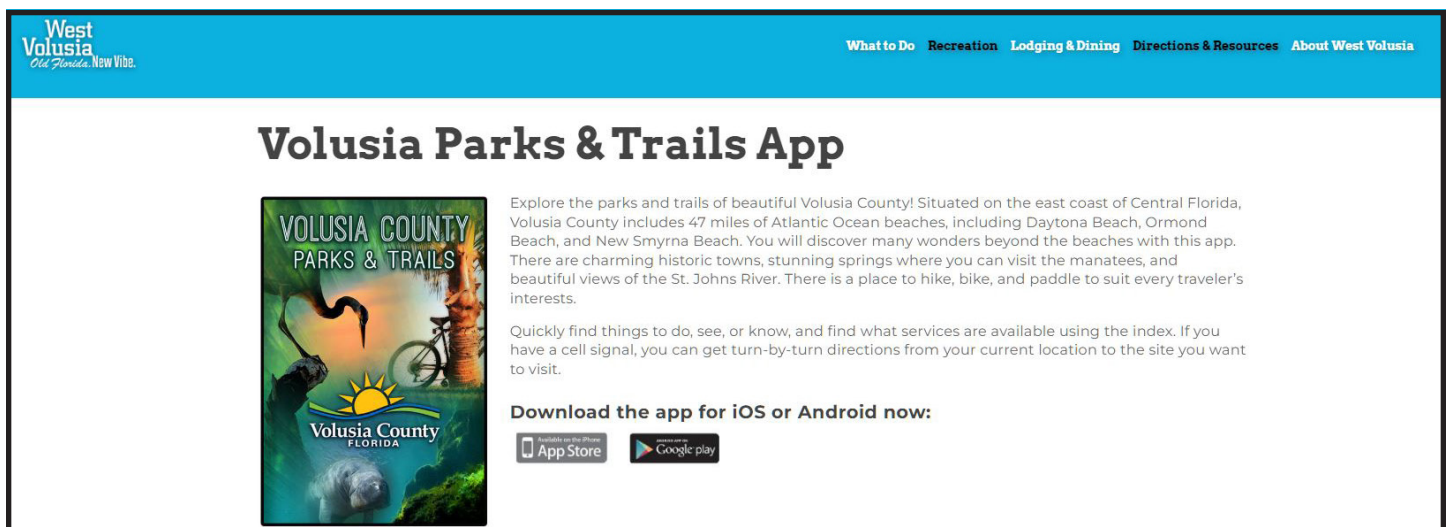


## 7.3 Partnering with Tourist Development Organizations

Volusia County partners with the **West Volusia Advertising Authority**, **Southeast Volusia Advertising Authority** and **Halifax Area Advertising Authority** to promote the trails system through various social media outlets and promotional events.

The **West Volusia Advertising Authority's** mission is to develop and support marketing and advertising programs that bring increased tourism to west Volusia County, as well as to demonstrate the desirability of west Volusia as a tourism destination. The authority works with area hoteliers, tour providers, attractions and event promoters to showcase the area to vacationers, tour operators, travel/meeting planners and the media.

The authority promotes the award-winning trails on its website by showing how they wind through small, friendly communities, along the St. Johns River, and connect with the county's park system. It recommends stops for picnics; refreshing swims in nearby springs; and paths for hiking, biking, skating or running. Its website also includes links to regional trails and the **Volusia County Parks and Trails Mobile Application**.



West Volusia  
Old Florida. New Vibe.

What to Do Recreation Lodging & Dining Directions & Resources About West Volusia

## Volusia Parks & Trails App

Explore the parks and trails of beautiful Volusia County! Situated on the east coast of Central Florida, Volusia County includes 47 miles of Atlantic Ocean beaches, including Daytona Beach, Ormond Beach, and New Smyrna Beach. You will discover many wonders beyond the beaches with this app. There are charming historic towns, stunning springs where you can visit the manatees, and beautiful views of the St. Johns River. There is a place to hike, bike, and paddle to suit every traveler's interests.

Quickly find things to do, see, or know, and find what services are available using the index. If you have a cell signal, you can get turn-by-turn directions from your current location to the site you want to visit.

Download the app for iOS or Android now:

Available on the iPhone App Store

GET IT ON Google play

The **Southeast Volusia Advertising Authority's** mission is "building responsible tourism to elevate economic vitality and quality of life and inspiring memorable coastal chic experiences for residents and visitors." Its website offers a section dedicated to trails information and links to the numerous trails and trails events, including itineraries that can easily be searched by category or location. The office also promotes the Volusia County Parks and Trails Application.

The **Halifax Area Advertising Authority's** website implements its marketing initiatives via the staff of the Daytona Beach Area Convention and Visitors Bureau. The bureau's website offers the Ultimate Daytona Beach Trail Guide with links, guides, newsletters, pictures and numerous videos of area trails. The website also provides a link to the Volusia County Parks and Trails Application.

Another concept that could be promoted through the tourist development organizations is "Voluntourism" The term combines "volunteer" and "tourism." Voluntourism is a form of tourism in which travelers participate in voluntary work and get to experience natural Florida through working vacations where they volunteer for clean-ups and educational experiences, and provide additional resources for local environmental initiatives.

Participants range in age and come from all over the world to experience first-hand the wonders of our natural environment. These types of tourists typically exude a desire to protect our natural systems and maintain an ethic of giving back instead of taking away from our resources.

## 7.4 Partnering with Not-For-Profit Organizations

Not-for-profit organizations and advocacy groups truly provide the best example of community-based planning. These groups are vested in the outcomes and possess an unmatched level of passion for trail planning and development. Due to the size and scope of the **Coast-to-Coast Trail (C2C)** and the **St Johns River-to-Sea Loop (SJR2C)**, Volusia County is able to leverage support from multiple local, state, federal and regional not-for-profit organizations that have the ability to raise funds, create positive energy and bolster participation at promotional events.

Unlike governmental organizations that operate on fixed funding and grants, not-for-profit organizations have the strategic advantage and freedom to raise money and operate as a corporation to buy and sell products for trail-specific needs. Federal and state not-for-profits such as **East Coast Greenway Alliance**, **Florida Greenways and Trails Foundation**, **Rails-to-Trails Conservancy** and the **National Scenic Byway Foundation** are also available to help increase awareness through their extensive outreach and promotional efforts.

At the local level, the **St. Johns River-to-Sea Alliance** plays an integral role in marketing, promotion, trip planning, data collection and event planning. It was established in 2006 with the main goal of “putting the loop on the map.” Its members ensure that this massive effort remains on track and is developed in a manner that meets the needs of each local community. As a not-for-profit organization, it has the ability to raise funds through donations and membership fees. It also generates income through the sale of T-shirts and special events.

The group is well organized and has defined its role as advocacy, marketing, events and corporate operations. The alliance held a three-day summit in October 2017 with over 36 speakers and panelists who spoke about walkability, tourism, economics, health, safety, mobility and the environment.

In addition to planning additional summits, the group has held multiple ribbon cuttings, trail rides, picnics, and lectures on history and culture.

The alliance works diligently to identify local champions who can help keep the project elevated as a regional and statewide priority. The alliance maintains a robust website ([River2SeaLoop.org](http://River2SeaLoop.org)) to promote the trail and generate revenue.

It also maintains a social media presence on Facebook ([facebook.com/SJR2C](https://facebook.com/SJR2C)) and Twitter (#SJR2C), and it distributes periodic newsletters.

The alliance’s main objective is to keep elected officials, trail developers, residents and tourists excited about the project – all through the power of volunteerism.



In 2020, the **SJR Alliance** commissioned an interpretive map panel in conjunction with a joint partnership of **River of Lakes Heritage Corridor** and the **City of DeBary** to install interpretation about the trails, byway and DeBary’s ecotourism highlights (see section 7.5 in this document about partnerships with counties and cities.)



In addition to the **SJR2C Alliance**, there are six grassroots organizations that represent each of the scenic highways that traverse Volusia County and overlap the various trail projects. Each of these advocacy groups focuses on fundraising and promotion of destinations along the individual byway routes. In fact, a not-for-profit group that includes public and private stakeholders is required by the **Florida Scenic Highways Program (a program of FDOT)** to remain designated as a scenic highway. Most byway groups maintain their own websites and newsletters. They also receive technical support from the **Federal Highway Administration**, the **Florida Scenic Highways Program**, and each of the **FDOT district offices**.

**River of Lakes Heritage Corridor (ROLHC)** was designated a **National Scenic Byway** in 2021, partially due to its proven partnership with Volusia Parks & Trails. This byway highlights the **Volusia Parks & Trails App** on its website, and has coordinated with Volusia County for its ongoing kiosk program (the first kiosk was planted specifically on a cycling trail.)

ROLHC also worked in conjunction with Stetson University to develop a map brochure featuring the byway with overlaid with sites visited by naturalist William Bartram as part of the "Bartram Trail in Volusia County." Sites in the brochure touch on popular trail locations such as Lake Beresford and Blue Spring State Park.



**ROLHC's first kiosk was planted in 2017 along a multiuse trail where cyclists and other trail traffic would have easy access.**



**ROLHC and Florida Black Bear Scenic Byway, both National Scenic Byways, support and highlight Bartram's history in Volusia County, promoting the locations which have a marker, and adding new interpretation along the trails close to his historic visits to Florida.**

Explore the world-class parks & trails of Volusia County! Find charming historic towns, stunning springs where you can visit the manatees, and beautiful views of the St. Johns River. There is a place to hike, bike, and paddle to suit every traveler's interests.

This free app is a great tool for the River of Lakes Heritage Corridor traveler!

**ROLHC Prominently features the Volusia County Parks & Trails mobile app on thier website: [ROLHC.org](http://ROLHC.org). In turn, the app has sections about the byways and links to the website. Cross-promotion is critical for grassroots organizations and our trail system. Through our trail system's connection to our scenic byways, we find a wider audience.**

## 7.5 Partnering with Associated Counties & Cities

While this topic was raised previously in the Trail Development Section of this report, it is worth repeating that Volusia County is not the only public entity involved in the promotion of trails. All the cities and adjacent counties are also spreading the word and marketing the regional trail system.

The Volusia County **Parks, Recreation and Culture Division, Engineering and Construction Division, and Information Technology Division** partner with representatives of the cities within the county, and counties representing the multiregional trails in Central Florida.

This partnership includes design and development of the trails, maintaining geographic information system (GIS), the creation and implementation of cohesive signage, marketing and trail events. Together, the public sector continues to strive to plan, build and promote healthy tourism opportunities and community-driven fun for the residents of Volusia County and its municipalities.

### An example of deep partnerships:

The **City of DeBary, River of Lakes Heritage Corridor, and the St Johns River-to-Sea Loop Alliance** came together to develop a 3-panel interpretive kiosk at the DeBary **SunRail station**. This kiosk features highlights of the Volusia Trails system on all 3 panels, most prominently on the panel which features a map of the St Johns River-to-Sea Loop.

Achieving this installation took concerted effort and vision from the City of DeBary, who commissioned a custom frame to be built for the panels, and coordinated with SunRail and other entities to procure the permission to install.

The impressive turnout for this event from local government, and the role played by the City of DeBary in support of the parks and trails tells how critical local governments believe trails to be for thier region.

The City of DeBary was interested in leveraging thier trails to gain tourists to thier region, and see ecotourism as key to thier prosperity.

The SunRail station is quite close to the Spring-to-Spring section of the **St. Johns River-to-Sea Loop**, one of the most unique and stunning trails in the state.



Volusia County Trails signage at the Debary Sunrail Station

## 7.6 Trail Town Designation



The **Trail Town** designation process was implemented by the **Florida Department of Environmental Protection (DEP)** in recent years to showcase communities that embrace trail-based tourism.

These towns are located along or near the state's priority nonmotorized recreational trails. The goal is for the trail to support the economic development of the community and for the community to embrace the trail by providing goods and services that support trail activities.

The first **Trail Town** designation was awarded to the **City of Dunedin**, a small town along the Pinellas Trail that has been the subject of many case studies lauding the symbiotic relationship between trails and the communities in which they operate.

### Trails connect destinations.

Those destinations provide lodging, food, supplies, shopping, parking and rest stops for trail users. They provide the ability to combine ecotourism opportunities with recreational pursuits.

Trail towns provide the infrastructure beyond the trail system itself and help provide a more robust trail experience. Residents can use the trail to commute to work, and businesses and chambers can sponsor events to promote trail use.

#### Key components of the trail town program include:

- incentives to get trail users to stop and explore
- safe connections between the trail and the town
- readily available information about the town
- businesses that provide goods and services for the trail users
- festivals and events that draw people to the area
- connections to work, schools, parks and shopping

The **City of Deltona** was the first officially designated **Trail Town** in Volusia County. Deltona is working toward the goal of being a low-impact ecotourism destination.

As Volusia County's largest city, it is a hub for the **St Johns River-to-Sea Loop** and the **Coast-to-Coast Trail**.

It includes the **Spring-to-Spring Trail** and the Central Florida Regional Rail Trail.

The city is working diligently to link its trails to its parks and to convert buildings for lodging, bicycle shops and other trail destinations.

The **City of Titusville** in Brevard County has also been designated as an official **Trail Town**.

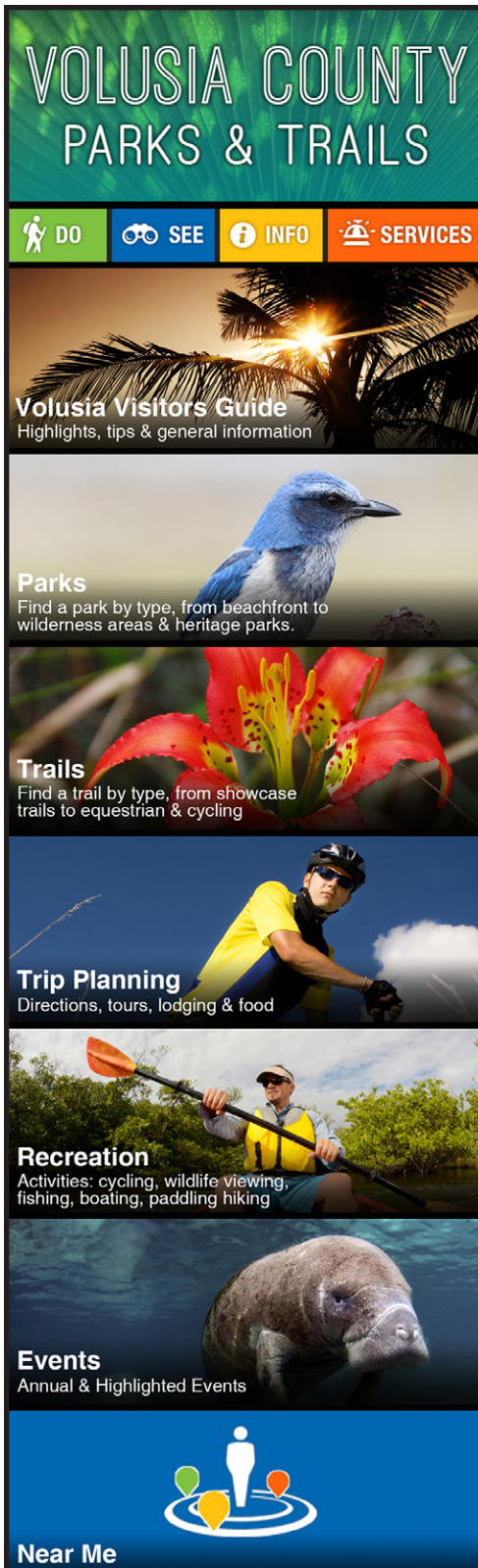
Volusia County and its municipalities are ground zero for the state's priority trail network. As Volusia's trail system grows, additional cities and towns may benefit by applying for the **Trail Town** designation.

Participating towns receive free Trail Town signs, stickers and publicity through the **FDEP** and **Visit Florida** <https://www.visitflorida.org/>. A copy of the self-assessment guide is appended to this report.



## 8.0 TRAILS MOBILE APPLICATION

The **Volusia County Parks and Trails Mobile Application** (app) was developed to provide the user a guide to the most beautiful trails in the southeast. More than 1 million people visit our trails each year to enjoy nature's beauty and recreation. The app provides users with a variety of options through navigational tools and information on local and regional trails.



### There are several ways to navigate the app:

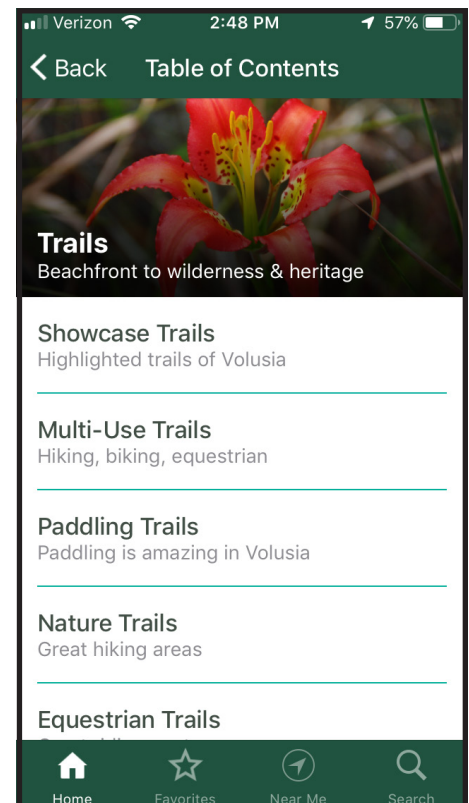
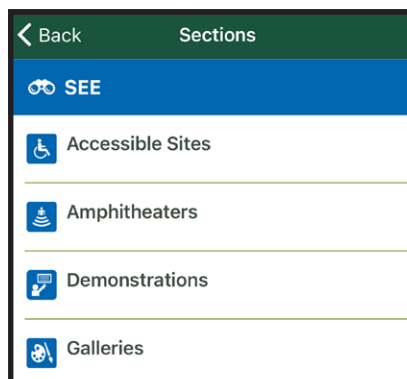
- The category index provides options for the user to choose sites using the four main sections of **Do, See, Know** and **Services** located at the top of the splash menu.

The indexes provide a list of categories in alphabetical order.

- The **View all on Map** option provides the availability to view all locations and directions using the interactive map.
- Maps can be viewed via standard (no cell service), satellite or hybrid.

Another navigational tool is Guidebooks. Guidebooks, separated by chapters and sub-chapters, are listed below the indexes on the scrollable splash menu.

The trails section includes the main menu for all trails. Trails include specifications (dimensions, type, surface, single trail or a multi-trail system). Some trail entries are trail systems within a park.



The app provides a **Near Me** option that is continuously available at the bottom of the interface. This button lists the 25 Volusia parks and trails sites closest to the current location. Location services must be enabled on the device for this to function.

Like the index lists or site entries, one can click the map button to display on a map or select individual listings. The distance from each item is listed in miles.

To make any content item a favorite, users can click on the star icon in the top right heading of the entry, which will turn solid white until clicked again to deselect it.

The Favorites Menu can be accessed at any time by clicking the star in the bottom of the app screen.



The mobile app offers a key way to cross promote with cities, byways and recreational sites connected to our trail system.

See the image below promoting the Bartram Trail in Volusia County, which connects our trails with the Bartram Society of Florida and Stetson University.



The Bartram Trail Society of Florida was formed in order to re-establish the sites of William Bartram's travels in our state and make them accessible via waterway, hiking, biking and driving routes. The Bartram Trail Society of Florida is growing its membership as of 2021, expanding from the original connection between Putnam and Volusia counties historic trail development.

## EXPLORE THE PARKS & TRAILS OF BEAUTIFUL VOLUSIA COUNTY

Situated on the East Coast of Central Florida, Volusia County has 47 miles of Atlantic Ocean beaches, including Daytona Beach, Ormond Beach, and New Smyrna Beach. Volusia also features charming historic towns, stunning springs, and gorgeous spots along the St. Johns River. Our parks and trails offer opportunities to stroll, hike, bike, and paddle.

Quickly find things to do, see, or know, and what services are available using the index. Trail listings include surface, width, & length info on each trail segment, with a live map showing your location in relation to the trail. If you have a cell signal, you can get turn-by-turn directions from your current location to the site or trailhead you want to visit.

**DOWNLOAD THE FREE APP FOR iOS OR ANDROID!**

For best results,  
download with  
WiFi



[bit.ly/VolusiaApp](https://bit.ly/VolusiaApp)



[bit.ly/VolusiaAndroid](https://bit.ly/VolusiaAndroid)

### VOLUSIA APP GUIDEBOOKS



#### Volusia Visitors Guide

Highlights, general tips, safety, & overview info



#### Parks

Park types found in Volusia County, including historical, beach, ecological/nature, sports, boat ramps, fishing docks, & pet-friendly



#### Trails

All types of trail in Volusia County, including larger showcase trails, multi-use, paddling, nature, equestrian and cycling trails



#### Trip Planning

Directions, regional resources, weather, pet planning



#### Recreation

Cycling, botanical study, paddling, hiking, boating, wildlife viewing, fishing, diving, and accessibility info



#### Events

Annual events in Volusia County

Use the **around me** feature to find parks and trails closest to your current location, and gather your **favorites** by clicking the star on the item's entry in the app.

## 9.0 TRAILS WELCOME CENTER

The **Trails Welcome Center** at **DeBary Hall Historic Site**, 198 Sunrise Blvd., DeBary, connects to almost 60 miles of uninterrupted trails. This trailhead includes a bicycle repair station, bathrooms, bike racks, water fountains, and an air-conditioned trail center staffed with docents ready to answer any trail questions. The center also sells cold drinks and snacks.



Volusia County is very fortunate to be the hub of three major trail projects in Central Florida, with access to over 600 miles of paved multi-use trails all intersecting in DeBary.

The Trail Welcome Center at **DeBary Hall Historic Site** will connect the **Coast-to-Coast Trail**, **St Johns River-to-Sea Loop** and **Heart of Florida Loop**.

Located inside the welcome center is an interactive mapping system that allows trail users to see their current location on the trail and also map out a walk, run or ride on any of the three multi-county trails. The interactive map includes trailheads and their amenities.

There are camera icons on the map that show pictures of that particular area of the trail. Any incomplete trail sections can also be seen on the interactive map. Links to the local tourism agency help trail users find more information about where they are going and better plan their trip.

A QR link to the map allows visitors to take the interactive map with them on their ride.



Guided biking and hiking tours are also offered at the welcome center. These tours are offered by the staff at DeBary Hall Historic Site and include presentations on local history and environmental features along the trails.

A Native Plant Walk Series is presented by a master naturalist and staff member.

Visitors walk along the trail and the grounds of DeBary Hall examining native plants and their historical uses. Many of the presentations are trail related.

In early 2021, the manager of a local bike shop in DeLand held a bike repair clinic and showed attendees how to use the equipment on the bike repair station located on site. Presentations showcasing local trails are also held several times a year.



In 2019, Volusia Parks and Trails and DeBary Hall were approached to host the Florida Scenic Highways Statewide meeting in the Stable on the DeBary Hall Historic site property.

This was the second year in a row the meeting of all byway organizations across Florida met on River of Lake Heritage Corridor. This location was scouted because of its convenient location, relevance to byway intrinsic values that visitors from across the state could appreciate and learn from, and the authentic ambiance provided by the site.

The fact that the site is the trailhead for Volusia County was a key factor, because the Florida Scenic Highways Program realizes the key relationship between trails and byways.



**Tim Baylie, the Parks, Recreation and Culture Director of Volusia County, was asked to speak about the Volusia Parks and trails program at the meeting (shown in the photo above.)**

## 10.0 SUMMARY AND CONCLUSION

### 10.1 Summary

The results of the trail collaboration can be shown with a few simple numbers. A summary of the team's success is provided below:

#### Completed Trail Pathways

Coast to Coast Trail - Completed		
<b>Pat Northey Pathway</b>	Extends from Lake Monroe Park to Gemini Springs Park in DeBary	3.15
<b>DeBary Pathway</b>	Extends from Gemini Springs Park to the I-4 overpass.	3.25
<b>Green Springs Pathway</b>	Extends from I-4 and Dirksen in DeBary to Green Springs Park	3.57
<b>Garfield Pathway</b>	Extends from Green Springs Park in Enterprise to S.R. 415 at the Osteen Civic Center in Osteen	4.3
<b>Osteen Pathway</b>	Extends from Osteen Civic Center at S.R. 415 to Gobblers Lodge Rd. in Osteen	6.25
<b>Maytown Pathway</b>	Extends from Gobblers Lodge Rd. in Osteen to the Maytown Spur Rd	6.5
<b>Ariel Pathway</b>	Extends from the Maytown Spur Rd. South to the Brevard County line and North to Cow Creek Rd. in Edgewater	13.7
<b>DeBary Mansion Pathway</b>	Extends from Dirksen Blvd. to Mansion Blvd.	0.6

**Total Coast to Coast: 41.32**

Trail re-surfacing is an allowable SUNTrail expense. However, re-surfacing projects are unlikely to be funded in the FDOT 5 year work plan. New trail development will be the priority.

### St. Johns River To Sea Loop Trail - Completed

<b>Northwest Pathway</b>	One mile is completed from Washington Ave. to Palmetto Ave in Pierson.	1
<b>DeLeon Springs Pathway</b>	Extends from US 17 to Ponce DeLeon Blvd., in DeLeon Springs	3.88
<b>Highland Pathway</b>	Extends from Lemon St. to Minnesota Ave, in DeLeon Springs.	3.79
<b>Lake Beresford Pathway</b>	Extends from Lake Beresford Park in DeLand to Blue Spring State Park in Orange City.	3.28
<b>Lake Beresford Loop trail</b>	Interior loop within Lake Beresford	2
<b>Blue Springs Pathway</b>	Extends from Blue Spring State Park, in Orange City to Donald E Smith in DeBary	3.62
<b>Rob Sullivan Pathway</b>	Extends from Donald E. Smith Boulevard to Benson Junction in DeBary.	3.25
<b>Edgewater Pathway</b>	Extends from Cow Creek Rd to Dale St. in Edgewater.	5.3
<b>Port Orange Pathway</b>	Only a small portion is complete from Nova Rd North to Angilina Ct. along Spruce Creek Rd.	0.25
<b>Daytona/Holly Hill Pathway</b>	Extends from Beville Rd. and Palmetto Ave. in Daytona Beach North to Riviera Park and S. Beach St. in Ormond Beach.	7.3
<b>Ormond Pathway</b>	Partially complete from Riviera Park and S. Beach St. North to Cassen Park	1.6
<b>North Peninsula Pathway</b>	Partially complete from Coquina Key North to Ocean Palm Villa in Flagler County	11.3

**Total SJR2C Loop:        46.57**

### Other Trail Pathways - Completed

<b>Beck Ranch Pathway</b>	Osteen Civic Center to Seminole County Line	4.4
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**Grand Total:        92.29**

## Future Trail Pathways

St. Johns River To Sea Loop Trail - Future		
<b>Northwest Pathway</b>	Extends from Washington Ave in the Town of Pierson north to the Volusia County/ Putnam County Line. A one mile portion of the trail is complete from Washington Ave. to Palmetto Ave.	12
<b>Pierson Pathway</b>	Extends from SR 40 North to Washington Ave. in Pierson Ave.	4.4
<b>Lake George Pathway</b>	Extends from SR 40 South to US 17 and Spring Garden Ave. in DeLeon Springs.	6.9
<b>Deland Pathway</b>	Extends from Minnesota Ave. to Lake Beresford Park in Deland.	4.2
<b>Rob Sullivan Pathway</b>	Along Don Smith from deBary Plantation Blvd. South the Highbanks	1
<b>Edgewater Pathway</b>	Extends from Park Ave. and US 1 South to Brevard County Line	21
<b>New Smyrna Pathway</b>	Extends from 10th St. in New Smyrna North to Nova Rd. in Port Orange.	12.8
<b>Port Orange Pathway</b>	Extends from Nova Rd and US1 North to Madeline Ave. and Sauls St. in South Daytona. Small section is existing	4
<b>South Daytona Pathway</b>	Extends from Madeline Ave. and Sauls St in South Daytona North to Palmetto Ave. and Beville rd. in Daytona Beach.	3.7
<b>Ormond Pathway</b>	Extends from Granda Ave. (SR 40) north to Riverbreeze Blvd.	3.2
<b>North Peninsula Pathway</b>	Extends from Riverbreeze Blvd. North to Ocean Palm Villa	9.2

**Total future trail pathways to complete: 82.4**

### Other Planned/Programmed Trails To Be Completed

<b>City of DeBary</b>	Connect Sunrail Station to Coast to Coast Trail	0.2
<b>County of Volusia</b>	Connect Hickory Bluff to <b>C2C/SJR2C Loop</b>	0.75
<b>County of Volusia</b>	Connect Marine Discovery Center to North Causeway	0.25
<b>City of Port Orange</b>	Spruce Creek Rd. from South of Selin Circle to Herbert St.	1.4
<b>City of Daytona</b>	South Palmetto Ave from Ridge Blvd. to Beville Rd.	2
<b>Florida Department of Transportation</b>	Add trail along SR 40 from Lake County to Ormond Beach	30.5
<b>City of DeLand</b>	Connect DeLand <b>SUN Trail</b> Station to downtown DeLand	2.7
<b>Port Orange Pathway</b>	Extends from Nova Rd and US1 North to Madeline Ave. and Sauls St. in South Daytona. Small section is existing	4
<b>South Daytona Pathway</b>	Extends from Madeline Ave. and Sauls St in South Daytona North to Palmetto Ave. and Beville rd. in Daytona Beach.	3.7
<b>Ormond Pathway</b>	Extends from Granda Ave. (SR 40) north to Riverbreeze Blvd.	3.2
<b>North Peninsula Pathway</b>	Extends from Riverbreeze Blvd. North to Ocean Palm Villa	9.2

**Total other planned/programmed trails to be completed: 37.8**

## 10.2 Summary

Volusia County is rapidly becoming an ecotourism destination with a world-class trail system. This document provides a compilation of a collaborative, long-standing effort to realize the dream of a place for residents and tourists to enjoy connections to nature.

Participants in the strategic alliance include public, private and not-for-profit partners at the local, regional, state and federal levels. Volusia County's residents have been actively engaged in the effort since the first trail plan was approved by the Volusia County Council in 1999.

This is a unique movement that links trails, conservation areas, scenic highways, historic sites, paddling trails and communities to create a robust environment that can be enjoyed by all ages, races, genders, cultures and abilities. Trails are perhaps one of the best ways to promote diversity and inclusion as they bring people together to establish a thriving and vibrant community.





## Appendix A

# The Florida Senate

## 2020 Florida Statutes

### Title XVIII

#### PUBLIC LANDS AND PROPERTY

### **Chapter 260**

#### **FLORIDA GREENWAYS AND TRAILS ACT**

### **CHAPTER 260**

#### **FLORIDA GREENWAYS AND TRAILS ACT**

260.011 Popular name.

260.012 Declaration of policy and legislative intent.

260.0125 Limitation on liability of private landowners whose property is designated as part of the statewide system of greenways and trails.

260.013 Definitions.

260.014 Florida Greenways and Trails System.

260.0141 Greenways and Trails Program.

260.0142 Florida Greenways and Trails Council; composition; powers and duties.

260.0144 Sponsorship of state greenways and trails.

260.015 Acquisition of land.

260.016 General powers of the department.

260.0161 Coordination with Department of Transportation.

260.019 Florida Circumnavigation Saltwater Paddling Trail.

260.021 Recreational opportunities on mined lands.

**260.011 Popular name.**— This chapter may be cited as the “Florida Greenways and Trails Act.”

**History.**—s. 1, ch. 79-110; s. 7, ch. 96-389; s. 2, ch. 2005-87.

**260.012 Declaration of policy and legislative intent.**—

(1) In order to recognize the benefits of the outdoor areas of Florida, and in order to conserve, develop, and use the natural resources of this state for healthful and recreational purposes, it is declared to be the public policy of this state and the purpose of this chapter to provide the means and procedures for establishing and expanding a statewide system of greenways and trails for recreational and conservation purposes and which shall be designated as the “Florida Greenways and Trails System.” The standards by which the greenways and trails system shall be acquired, designated, administered, maintained, used, and expanded shall be consistent with the provisions of this chapter. It is the intent of the Legislature that these greenways and trails will serve to implement the concepts of ecosystems management while providing, where appropriate, recreational opportunities, including, but not limited to, equestrian activities, hiking, bicycling, canoeing, jogging, and historical and archaeological interpretation, thereby improving the health and welfare of the people.

(2) It is the intent of the Legislature that a statewide system of greenways and trails be established to provide open space benefiting environmentally sensitive lands and wildlife and providing people with access to healthful outdoor activities. It is also the intent of the Legislature to acquire or designate lands and waterways to facilitate the establishment of a statewide system of greenways and trails; to encourage the multiple use of public rights-of-way and use to the fullest extent existing and future scenic roads, highways, park roads, parkways, greenways, trails, and national recreational trails; to encourage the development of greenways and trails by counties, cities, special districts, and nongovernmental organizations to assist in such development by any means available; to coordinate greenway and trail plans and development by local governments with one another and with the state government and Federal Government; to encourage, whenever possible, the development of greenways and trails on federal lands by the Federal Government; and to encourage the owners of private lands to protect the existing ecological, historical, and cultural values of their lands, including those values derived from working landscapes.

(3) It is the intent of the Legislature that designated greenways and trails be located on public lands and waterways and, subject to the written agreement of the private landowner, on private lands. Designated greenways and trails located on public lands or waterways or on private lands may or may not provide public access, as agreed by the department or the landowner, respectively.

(4) It is the intent of the Legislature that information produced for the purpose of the identification of lands and waterways, both public and private, that are suitable for greenways and trails be used only for the purposes of:

(a) Setting priorities for acquisition, planning, and management of public lands and waterways for use as greenways and trails; and

(b) Identification of private lands which are eligible for designation as part of the greenways and trails system and are thereby eligible for incentives.

(5) The planning, development, operation, and maintenance of the Florida Greenways and Trails System authorized by this chapter is declared to be a public purpose, and the Department of Environmental Protection, together with other agencies of this state and all counties, municipalities, and special districts of this state, is authorized to spend public funds for such purposes and to accept gifts and grants of funds, property, or property rights from public or private sources to be used for such purposes.

(6) It is the intent of the Legislature to officially recognize the Florida National Scenic Trail as Florida's official statewide nonmotorized trail from the Florida Panhandle to the Everglades and the Florida Keys, an approximate length of more than 1,400 miles. The Legislature recognizes the major contributions made in furtherance of the establishment of the Florida National Scenic Trail by the United States Government, including significant funding, and the efforts of private landowners, state government, and not-for-profit entities such as the Florida Trail Association. The Legislature also recognizes the significant economic benefit of nature-based recreation and the contributions to the state's economy that arise from the creation and completion of the trail. In order to further its commitment to the residents of this state and the United States Government to complete the establishment of the trail in a permanent location, it is further the intent of the Legislature to:

(a) Encourage all state, regional, and local agencies that 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.

(b) Officially recognize the route of the trail for establishment and acquisition purposes as determined by the U.S.D.A. Forest Service, assisted by the Florida Trail Association, in the publication entitled "Preferred Routing for the Florida National Scenic Trail."

(c) With the assistance of the Florida Trail Association and the Office of Greenways and Trails, encourage state land-buying agencies to consider the trail a single project with multiple phases for the purpose of listing and acquisition.

(d) Give positive consideration to the inclusion of private funds used to supplement the state's contribution in its efforts to acquire fee or less-than-fee interests in lands that contain designated portions of the trail.

(e) Encourage private landowners to continue to allow the use of private property for trail purposes through existing and future incentives and liability protection.

(f) Encourage state and local agencies with economic and ecotourism development responsibilities to recognize the importance of the trail in bringing nature-based tourism to local communities along the trail route and to support acquisition and development activities for completion of the trail in a permanent location.

**History.**—s. 2, ch. 79-110; s. 1, ch. 87-328; s. 3, ch. 91-62; s. 105, ch. 94-356; s. 8, ch. 96-389; s. 3, ch. 98-336; s. 22, ch. 99-247; s. 3, ch. 2005-87.

**260.0125 Limitation on liability of private landowners whose property is designated as part of the statewide system of greenways and trails.—**

(1)(a) A private landowner whose land is designated as part of the statewide system of greenways and trails pursuant to s. 260.016(2)(d), including a person holding a subservient interest, owes no duty of care to keep that land safe for entry or use by others or to give warning to persons entering that land of any hazardous conditions, structures, or activities thereon. Such landowner shall not:

1. Be presumed to extend any assurance that such land is safe for any purpose;

2. Incur any duty of care toward a person who goes on the land; or  
3. Become liable or responsible for any injury to persons or property caused by the act or omission of a person who goes on the land.

(b) The provisions of paragraph (a) apply whether the person going on the designated greenway or trail is an invitee, licensee, trespasser, or otherwise.

(2) Any private landowner who consents to designation of his or her land as part of the statewide system of greenways and trails pursuant to s. 260.016(2)(d) without compensation shall be considered a volunteer, as defined in s. 110.501, and shall be covered by state liability protection pursuant to s. 768.28, including s. 768.28(9).

(3)(a) The provisions of subsection (1) shall not apply if there is any charge made or usually made by the landowner for entering or using the land designated as a greenway or trail, or any part thereof, or if any commercial or other activity whereby profit is derived by the landowner from the patronage of the general public is conducted on the land so designated or any part thereof.

(b) Incentives granted by any unit of government to the private landowner, including tax incentives, grants, or other financial consideration specific to the development or management of designated greenways and trails, shall not be construed as a charge for use or profit derived from patronage for purposes of this subsection and shall not be construed as monetary or material compensation for purposes of subsection (2).

(4) The provisions of subsection (1) shall also apply to adjacent land owned by the private landowner who consents to designation of a greenway or trail where such adjacent land is accessed through the land so designated.

(5)(a) When a private landowner agrees to make his or her land available for public use as a designated greenway or trail, the department or its designee shall post notices along the boundary of the designated greenway or trail which inform the public that the land adjacent to the greenway or trail is private property upon which unauthorized entry for any purpose is prohibited and constitutes trespassing.

(b) Such notices must comply with s. 810.011(5) and shall constitute a warning to unauthorized persons to remain off the private property and not to depart from the designated greenway or trail. Any person who commits such an unauthorized entry commits a trespass as provided in s. 810.09.

(6) If agreed to by the department and the landowner in the designation agreement, a landowner whose land is designated as part of the statewide system of greenways and trails pursuant to s. 260.016(2)(d) shall be indemnified for:

(a) Any injury or damage incurred by a third party arising out of the use of the designated greenway or trail;

(b) Any injury or damage incurred by a third party on lands adjacent to and accessed through the designated greenway or trail; and

(c) Any damage to the landowner's property, including land adjacent to and accessed through the designated greenway or trail, caused by the act or omission of a third person resulting from any use of the land so designated.

(7) This section does not relieve any person of liability that would otherwise exist for deliberate, willful, or malicious injury to persons or property. The provisions of this section shall not be deemed to create or increase the liability of any person.

**History.**—s. 4, ch. 98-336; s. 3, ch. 2001-182; s. 48, ch. 2001-279.

**260.013 Definitions.**—As used in this chapter, unless the context otherwise requires:

(1) "Board" means the Board of Trustees of the Internal Improvement Trust Fund.

(2) "Department" means the Department of Environmental Protection.

(3) "Designation" means the identification and inclusion of specific lands and waterways as part of the statewide system of greenways and trails pursuant to a formal public process, including the specific written consent of the landowner. When the department determines that public access is appropriate for greenways and trails, written authorization must be granted by the landowner to the department permitting public access to all or a specified part of the landowner's property. The department's determination shall be noticed pursuant to s. 120.525, and the department shall also notify the landowner by certified mail at least 7 days before any public meeting regarding the intent to designate.

(4) “Greenway” means a linear open space established along either a natural corridor, such as a riverfront, stream valley, or ridgeline, or over land along a railroad right-of-way converted to recreational use, a canal, a scenic road, or other route; any natural or landscaped course for pedestrian or bicycle passage; an open space connector linking parks, nature reserves, cultural features, or historic sites with each other and populated areas; or a local strip or linear park designated as a parkway or greenbelt.

(5) “Office” means the Office of Greenways and Trails within the Department of Environmental Protection.

(6) “Trails” means linear corridors and any adjacent support parcels on land or water providing public access for recreation or authorized alternative modes of transportation.

**History.**—s. 3, ch. 79-110; s. 2, ch. 87-328; s. 4, ch. 91-62; s. 106, ch. 94-356; s. 9, ch. 96-389; s. 5, ch. 98-336; s. 23, ch. 99-247; s. 4, ch. 2005-87.

**260.014 Florida Greenways and Trails System.**— The Florida Greenways and Trails System shall be a statewide system of greenways and trails which shall consist of individual greenways and trails and networks of greenways and trails which may be designated as a part of the statewide system by the department. Mapping or other forms of identification of lands and waterways as suitable for inclusion in the system of greenways and trails, mapping of ecological characteristics for any purpose, or development of information for planning purposes shall not constitute designation. No lands or waterways may be designated as a part of the statewide system of greenways and trails without the specific written consent of the landowner.

**History.**—s. 4, ch. 79-110; s. 10, ch. 96-389; s. 6, ch. 98-336; s. 24, ch. 99-247.

**260.0141 Greenways and Trails Program.**— There is established within the department the “Florida Greenways and Trails Program,” the purpose of which is to facilitate the establishment of a statewide system of greenways and trails. Planning materials, maps, data, and other information developed or used in the program shall not be construed as designation of lands as part of the statewide system of greenways and trails. Identification of lands in such information shall not:

(1) Require or empower any unit of local or regional government, or any state agency, to impose additional or more restrictive environmental, land-use, or zoning regulations;

(2) Be construed or cited as authority to adopt, enforce, or amend any environmental rule or regulation; comprehensive plan goals, policies, or objectives; or zoning or land-use ordinance;

(3) Be used as the basis for permit denial; imposition of any permit condition; or application of any rule, regulation, or ordinance by any subdivision of local, regional, or state government; or

(4) Be construed or cited as authority by any governmental agency to reduce or restrict the rights of owners of lands so identified.

**History.**—s. 3, ch. 87-328; s. 11, ch. 96-389; s. 7, ch. 98-336; s. 5, ch. 2005-87.

**260.0142 Florida Greenways and Trails Council; composition; powers and duties.**—

(1) There is created within the department the Florida Greenways and Trails Council which shall advise the department in the execution of the department’s powers and duties under this chapter. The council shall be composed of 20 members, consisting of:

(a)1. Five members appointed by the Governor, with two members representing the trail user community, two members representing the greenway user community, and one member representing private landowners.

2. Three members appointed by the President of the Senate, with one member representing the trail user community and two members representing the greenway user community.

3. Three members appointed by the Speaker of the House of Representatives, with two members representing the trail user community and one member representing the greenway user community.

Those eligible to represent the trail user community shall be chosen from, but not be limited to, paved trail users, hikers, off-road bicyclists, users of off-highway vehicles, paddlers, equestrians, disabled outdoor recreational users, and commercial recreational interests. Those eligible to represent the greenway user community shall be chosen from, but not be limited to, conservation organizations, nature study organizations, and scientists and university experts.

- (b) The 9 remaining members shall include:
1. The Secretary of Environmental Protection or a designee.
  2. The executive director of the Fish and Wildlife Conservation Commission or a designee.
  3. The Secretary of Transportation or a designee.
  4. The Director of the Florida Forest Service of the Department of Agriculture and Consumer Services or a designee.
  5. The director of the Division of Historical Resources of the Department of State or a designee.
  6. A representative of the water management districts. Membership on the council shall rotate among the five districts. The districts shall determine the order of rotation.
  7. A representative of a federal land management agency. The Secretary of Environmental Protection shall identify the appropriate federal agency and request designation of a representative from the agency to serve on the council.
  8. A representative of the regional planning councils to be appointed by the Secretary of Environmental Protection. Membership on the council shall rotate among the seven regional planning councils. The regional planning councils shall determine the order of rotation.
  9. A representative of local governments to be appointed by the Secretary of Environmental Protection. Membership shall alternate between a county representative and a municipal representative.
- (2) The department shall provide necessary staff assistance to the council.
- (3) The term of all appointees shall be for 2 years unless otherwise specified. The appointees of the Governor, the President of the Senate, and the Speaker of the House of Representatives may be reappointed for no more than four consecutive terms. The representatives of the water management districts, regional planning councils, and local governments may be reappointed for no more than two consecutive terms. All other appointees shall serve until replaced.
- (4) The duties of the council shall include the following:
- (a) Facilitate a statewide system of interconnected landscape linkages, conservation corridors, greenbelts, recreational corridors and trails, scenic corridors, utilitarian corridors, reserves, regional parks and preserves, ecological sites, and cultural/historic/recreational sites using land-based trails that connect urban, suburban, and rural areas of the state and facilitate expansion of the statewide system of freshwater and saltwater paddling trails.
  - (b) Recommend priorities for critical links in the Florida Greenways and Trails System.
  - (c) Review recommendations of the office for acquisition funding under the Florida Greenways and Trails Program and recommend to the Secretary of Environmental Protection which projects should be acquired.
  - (d) Review designation proposals for inclusion in the Florida Greenways and Trails System.
  - (e) Encourage public-private partnerships to develop and manage greenways and trails.
  - (f) Review progress toward meeting established benchmarks and recommend appropriate action.
  - (g) Make recommendations for updating and revising the implementation plan for the Florida Greenways and Trails System.
  - (h) Promote greenways and trails support organizations.
  - (i) Support the Florida Greenways and Trails System through intergovernmental coordination, budget recommendations, advocacy, education, and any other appropriate way.
- (5) The council shall establish procedures for conducting its affairs in execution of the duties and responsibilities stated in this section, which operating procedures shall include determination of a council chair and other appropriate operational guidelines. The council shall meet at the call of the chair, or at such times as may be prescribed by its operating procedures. The council may establish committees to conduct the work of the council and the committees may include nonmembers as appropriate.
- (6) A vacancy on the council shall be filled for the remainder of the unexpired term in the same manner as the original appointment. Members whose terms have expired may continue to serve until replaced or reappointed.
- (7) Members of the council may not receive any compensation for their services but are entitled to receive reimbursement for per diem and travel expenses incurred in the performance of their duties, as provided in s. 112.061.

**History.**—s. 25, ch. 99-247; s. 6, ch. 2005-87; s. 121, ch. 2011-142; s. 27, ch. 2012-5; s. 11, ch. 2012-7.

**260.0144 Sponsorship of state greenways and trails.**— The department may enter into a concession agreement with a not-for-profit entity or private sector business or entity for commercial sponsorship to be displayed on state greenway and trail facilities or property specified in this section. The department may establish the cost for entering into a concession agreement.

(1) A concession agreement shall be administered by the department and must include the requirements found in this section.

(2)(a) Space for a commercial sponsorship display may be provided through a concession agreement on certain state-owned greenway or trail facilities or property.

(b) Signage or displays erected under this section shall comply with the provisions of s. 337.407 and chapter 479, and shall be limited as follows:

1. One large sign or display, not to exceed 16 square feet in area, may be located at each trailhead or parking area.
2. One small sign or display, not to exceed 4 square feet in area, may be located at each designated trail public access point.

(c) Before installation, each name or sponsorship display must be approved by the department.

(d) The department shall ensure that the size, color, materials, construction, and location of all signs are consistent with the management plan for the property and the standards of the department, do not intrude on natural and historic settings, and contain only a logo selected by the sponsor and the following sponsorship wording:

\_(Name of the sponsor)\_ proudly sponsors the costs of maintaining the \_(Name of the greenway or trail)\_.

(e) Sponsored state greenways and trails are authorized at the following facilities or property:

1. Florida Keys Overseas Heritage Trail.
2. Blackwater Heritage Trail.
3. Tallahassee-St. Marks Historic Railroad State Trail.
4. Nature Coast State Trail.
5. Withlacoochee State Trail.
6. General James A. Van Fleet State Trail.
7. Palatka-Lake Butler State Trail.

(f) The department may enter into commercial sponsorship agreements for other state greenways or trails as authorized in this section. A qualified entity that desires to enter into a commercial sponsorship agreement shall apply to the department on forms adopted by department rule.

(g) All costs of a display, including development, construction, installation, operation, maintenance, and removal costs, shall be paid by the concessionaire.

(3) A concession agreement shall be for a minimum of 1 year, but may be for a longer period under a multiyear agreement, and may be terminated for just cause by the department upon 60 days' advance notice. Just cause for termination of a concession agreement includes, but is not limited to, violation of the terms of the concession agreement or any provision of this section.

(4) Commercial sponsorship pursuant to a concession agreement is for public relations or advertising purposes of the not-for-profit entity or private sector business or entity, and may not be construed by that not-for-profit entity or private sector business or entity as having a relationship to any other actions of the department.

(5) This section does not create a proprietary or compensable interest in any sign, display site, or location.

(6) Proceeds from concession agreements shall be distributed as follows:

(a) Eighty-five percent shall be deposited into the appropriate department trust fund that is the source of funding for management and operation of state greenway and trail facilities and properties.

(b) Fifteen percent shall be deposited into the State Transportation Trust Fund for use in the Traffic and Bicycle Safety Education Program and the Safe Paths to School Program administered by the Department of Transportation.

**History.**— s. 2, ch. 2012-198; s. 4, ch. 2019-5.

**260.015 Acquisition of land.**—

(1) The department is authorized to acquire by gift or purchase the fee simple absolute title or any lesser interest in land, including easements, for the purposes of this chapter pursuant to the provisions of chapter 375, except that:

(a) The department's power of eminent domain shall be limited to curing defects in title accepted by the board pursuant to subsection (2).

(b) Lists of proposed acquisitions for the Florida Greenways and Trails Program shall be prepared according to procedures adopted by the department.

(c) Projects acquired under this chapter shall not be subject to the evaluation and selection procedures of s. 259.035, regardless of the estimated value of such projects. All projects shall be acquired in accordance with the acquisition procedures of chapter 259, except that the department may use the appraisal procedure used by the Department of Transportation to acquire transportation rights-of-way.

(2) For purposes of the Florida Greenways and Trails Program, the board may:

(a) Accept fee simple title or any lesser interest in lands through methods, including, but not limited to, purchase, donation, grant, dedication, lease, easement, license, or other agreement, to facilitate the establishment of a statewide system of greenways and trails.

(b) Accept title to abandoned railroad rights-of-way which is conveyed by quitclaim deed through purchase, dedication, gift, grant, or settlement, notwithstanding s. 253.025.

(c) Enter into an agreement or, upon delegation, the department may enter into an agreement, with a nonprofit corporation, as defined in s. 253.025, to assume responsibility for acquisition of lands pursuant to this section. The agreement may transfer responsibility for all matters which may be delegated or waived pursuant to s. 253.025.

(3) Easements, licenses, and use agreements upon, over, under, across, or along any land, the fee title of which has been acquired for the purposes of this chapter, may be granted by the department so long as the use of the easement, license, or use agreement does not interfere with the purposes of this chapter.

**History.**—s. 5, ch. 79-110; s. 4, ch. 87-328; s. 5, ch. 89-174; s. 8, ch. 92-288; s. 18, ch. 94-240; s. 12, ch. 96-389; s. 11, ch. 97-164; s. 7, ch. 2005-87; s. 35, ch. 2016-233.

#### **260.016 General powers of the department.—**

(1) The department may:

(a) Publish and distribute appropriate maps of designated greenways and trails.

(b) Adopt appropriate rules to implement or interpret this chapter and portions of chapter 253 relating to greenways and trails, which may include, but are not limited to, rules for the following:

1. Establishing a designation process.

2. Negotiating and executing agreements with private landowners.

3. Establishing prohibited activities or restrictions on activities to protect the health, safety, and welfare of the public.

4. Charging fees for use.

5. Providing public access to the greatest extent possible while avoiding unnecessary impact upon sensitive environments such as wetlands or animal habitats, wherever encountered.

6. Providing for maintenance.

7. Any matter necessary to the evaluation, selection, operation, and maintenance of greenways and trails.

Any person who violates or otherwise fails to comply with the rules adopted pursuant to subparagraph 3. commits a noncriminal infraction for which a fine of up to \$500 may be imposed.

(c) Coordinate the activities of all governmental units and bodies and special districts that desire to participate in the development and implementation of the Florida Greenways and Trails System.

(d) Establish, develop, and publicize greenways and trails in a manner that will permit public recreation when appropriate without damaging natural resources and avoiding unnecessary impact upon sensitive environments such as wetlands or animal habitats, wherever encountered. The Big Bend Historic Saltwater Paddling Trail from the St. Marks River to Yankeetown is hereby designated as part of the Florida Greenways and Trails System. Additions to this

trail may be added by the Legislature or the department from time to time as part of the Florida Circumnavigation Saltwater Paddling Trail created in s. 260.019.

(e) Enter into agreements with any federal, state, or local governmental agency, or any other entity for the management of greenways and trails for recreation and conservation purposes consistent with the intent of this chapter. Such entities must demonstrate their capabilities of management for the purposes defined in this chapter.

(f) Charge reasonable fees or rentals for the use or operation of facilities and concessions. All such fees, rentals, or other charges collected shall be deposited in the account or trust fund of the managing entity.

(g) Receive or accept from any legal source, grants for the purpose of providing or improving public greenways and trails, and the department is authorized to disburse funds as pass-through grants to federal, state, or local government agencies, recognized tribal units, or to nonprofit entities created for this purpose. The department has authority to adopt rules pursuant to ss. 120.536(1) and 120.54 to implement the provisions of this subsection. Such rules shall provide, but are not limited to, the following: procedures for grant administration and accountability; eligibility, selection criteria; maximum grant amounts and number of pending grants; dedication requirements; and conversion procedures and requirements.

(2) The department shall:

(a) Evaluate lands for the acquisition of greenways and trails and compile a list of suitable corridors, greenways, and trails, ranking them in order of priority for proposed acquisition. The department shall devise a method of evaluation which includes, but is not limited to, the consideration of the importance and function of such corridors within the statewide system as reflected on the opportunity maps and landowners' willingness to negotiate.

(b) Maintain an updated list of abandoned and to-be-abandoned railroad rights-of-way.

(c) Provide information to public and private agencies and organizations on abandoned rail corridors which are or will be available for acquisition from the railroads or for lease for interim recreational use from the Department of Transportation.

(d) Develop and implement a process for designation of lands and waterways as a part of the statewide system of greenways and trails, which shall include:

1. Development and dissemination of criteria for designation.

2. Development and dissemination of criteria for changes in the terms or conditions of designation, including withdrawal or termination of designation. A landowner may have his or her lands removed from designation by providing the department with a written request that contains an adequate description of such lands to be removed. Provisions shall be made in the designation agreement for disposition of any future improvements made to the land by the department.

3. Public notice pursuant to s. 120.525 in all phases of the process.

4. Written authorization from the landowner in the form of a lease or other instrument for the designation and granting of public access, if appropriate, to a landowner's property.

5. A greenway or trail use plan as a part of the designation agreement which shall, at a minimum, describe the types and intensities of uses of the property.

(e) Implement the plan for the Florida Greenways and Trails System as adopted by the Florida Greenways Coordinating Council on September 11, 1998.

(3) The department or its designee is authorized to negotiate with potentially affected private landowners as to the terms under which such landowners would consent to the public use of their lands as part of the greenways and trails system. The department shall be authorized to agree to incentives for a private landowner who consents to this public use of his or her lands for conservation or recreational purposes, including, but not limited to, the following:

(a) Retention by the landowner of certain specific rights in his or her lands, including, but not limited to, the right to farm, hunt, graze, harvest timber, or use the lands for other purposes which are consistent with use as greenways or trails.

(b) Agreement to exchange, subject to the approval of the board or other applicable unit of government, ownership or other rights of use of public lands for the ownership or other rights of use of privately owned lands. Any exchange of state-owned lands, title to which is vested in the board, for privately owned lands shall be subject to the requirements of s. 253.025.

- (c) Contracting with the landowner to provide management or other services on the lands.
- (d) At the option of the landowner, acceleration of the acquisition process or higher consideration in the ranking process when any lands owned by the landowner are under consideration for acquisition by the state or other unit of government.
- (e) At the option of the landowner, removal of any lands owned by the landowner from consideration for acquisition by the state or other unit of government.
- (f) Execution of patrol and protection agreements.
- (g) Where applicable and appropriate, providing lease fees, not to exceed fair market value of the leasehold interest.

**History.**—s. 6, ch. 79-110; ss. 5, 8, ch. 87-328; s. 6, ch. 88-303; s. 5, ch. 91-62; s. 5, ch. 91-429; s. 13, ch. 96-389; s. 8, ch. 98-336; s. 36, ch. 99-13; s. 26, ch. 99-247; s. 31, ch. 2000-197; s. 17, ch. 2003-6; s. 1, ch. 2003-31; s. 14, ch. 2003-394; s. 8, ch. 2005-87; s. 34, ch. 2007-5; s. 36, ch. 2016-233.

#### **260.0161 Coordination with Department of Transportation.—**

- (1) Upon the request of the department, the Department of Transportation shall provide information to the department on abandoned and to-be-abandoned railroad rights-of-way.
- (2) The Department of Transportation and the department shall coordinate their evaluations of potential acquisitions and their acquisition priorities with respect to abandoned railroad rights-of-way in order to avoid competing for the same corridors.
- (3) After the Department of Transportation acquires abandoned railroad rights-of-way for future transportation purposes, the Department of Transportation shall lease such rights-of-way to a public agency or private organization for interim public greenway or trail use if:
  - (a) The public agency or private organization has requested use of the right-of-way for interim public recreational trail use;
  - (b) The public agency or private organization agrees in writing to assume all liability and management responsibilities as defined by the Department of Transportation; and
  - (c) The use of the right-of-way as a recreational trail does not interfere with the ultimate transportation purposes of the property as determined by the secretary of the Department of Transportation.
- (4) If the Department of Transportation determines that an abandoned railroad right-of-way which has been leased for interim recreational trail use is needed for transportation purposes, the Department of Transportation shall work with the leasing agency to accommodate, when feasible, the existing trail use in conjunction with the use of the right-of-way for transportation.

**History.**—s. 6, ch. 87-328; s. 107, ch. 94-356; s. 14, ch. 96-389.

#### **260.019 Florida Circumnavigation Saltwater Paddling Trail.—**

- (1) The Florida Circumnavigation Saltwater Paddling Trail is hereby created as part of the Florida Greenways and Trails Program.
- (2) The department shall establish the initial starting and ending points by latitude and longitude for the trail segments described in subsection (3) within 180 days after the effective date of this act. Except for the Big Bend Historic Saltwater Paddling Trail, segment 6, the department has the exclusive authority to officially name and locate the remaining 25 trail segments. The department shall name and locate the segments based on logical geographical boundaries, safety to trail users, ease of management, desires of local communities and user groups, and other factors that assist in the overall success of the trail system. The department may adjust the location of any trail segment; give official recognition to specific sites along the trail route; publish official trail guides and literature in cooperation with other governmental and private entities; and resolve conflicts that may arise between competing and conflicting parties over trail issues. The Florida Greenways and Trails Council may advise the department on all matters relating to the paddling trail.
- (3) The Florida Circumnavigation Saltwater Paddling Trail shall be composed of 26 segments that start at the Florida-Alabama border on the west and end at the Florida-Georgia border on the east. The general geographic locations of the segments are:

- (a) Segment 1: Pensacola/Fort Pickens.
- (b) Segment 2: Choctawhatchee Bay.
- (c) Segment 3: Panama City Beach/St. Andrews Bay.
- (d) Segment 4: St. Joseph Bay/Apalachicola Bay.
- (e) Segment 5: Alligator Harbor/Ochlockonee Bay.
- (f) Segment 6: Big Bend Historic Saltwater Paddling Trail.
- (g) Segment 7: Crystal Bay/St. Martin's.
- (h) Segment 8: Pinellas.
- (i) Segment 9: Tampa Bay/Longboat Key.
- (j) Segment 10: Sarasota/Venice.
- (k) Segment 11: Charlotte Harbor.
- (l) Segment 12: Sanibel/Estero Bay.
- (m) Segment 13: Rookery Bay/Ten Thousand Islands.
- (n) Segment 14: Everglades National Park.
- (o) Segment 15: Florida Keys.
- (p) Segment 16: Biscayne Bay.
- (q) Segment 17: Hollywood/Ft. Lauderdale.
- (r) Segment 18: Pompano Beach/Lake Worth.
- (s) Segment 19: Palm Beach/Loxahatchee.
- (t) Segment 20: Hobe Sound/Ft. Pierce.
- (u) Segment 21: Vero Beach/Indian River Saltwater.
- (v) Segment 22: Merritt Island/Mosquito Lagoon.
- (w) Segment 23: Tomoka/Flagler.
- (x) Segment 24: Anastasia/Guana River.
- (y) Segment 25: Jacksonville/St. Johns River.
- (z) Segment 26: Nassau/Fort Clinch.

**History.**—s. 9, ch. 2005-87; s. 39, ch. 2010-5.

**260.021 Recreational opportunities on mined lands.**—The Florida Wildlife Federation, Audubon Florida, and Rails-to-Trails Conservancy, in partnership with the phosphate industry and other mining companies, are encouraged to continue the operation of the nonprofit corporation, Florida Mining-Recreation, Inc., for the purpose of working with industry, government, and private landowners to create plans and assist in the development of recreational opportunities on mined lands in the state. These opportunities should include walking, hiking, use of off-highway vehicles, canoeing, bicycling, equestrian activities, wildlife viewing, and other trail areas along with developing fishing and hunting lands. The board of directors of the corporation is encouraged to be composed of a member, or members, from the companies mining in the state; a member, or members, chosen by the Florida Wildlife Federation, Audubon Florida, and Rails-to-Trails Conservancy; and other members chosen by agreement of the partners.

**History.**—s. 10, ch. 2005-87.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

## **Appendix B**

# The Florida Senate

## 2015 Florida Statutes

<a href="#">Title XXVI</a> PUBLIC TRANSPORTATION	<a href="#">Chapter 339</a> TRANSPORTATION FINANCE AND PLANNING  <a href="#">Entire Chapter</a>	<b>SECTION 81</b> <b>Florida Shared-Use Nonmotorized</b> <b>Trail Network.</b>
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### **339.81 Florida Shared-Use Nonmotorized Trail Network. —**

(1) The Legislature finds that increasing demands continue to be placed on the state's transportation system by a growing economy, continued population growth, and increasing tourism. The Legislature also finds that significant challenges to providing additional capacity to the conventional transportation system exist and will require enhanced accommodation of alternative travel modes to meet the needs of residents and visitors. The Legislature further finds that improving bicyclist and pedestrian safety for both residents and visitors remains a high priority. Therefore, the Legislature declares that the development of a nonmotorized trail network will increase mobility and recreational alternatives for Florida's residents and visitors, enhance economic prosperity, enrich quality of life, enhance safety, and reflect responsible environmental stewardship. To that end, it is the intent of the Legislature that the department make use of its expertise in efficiently providing transportation projects to develop the Florida Shared-Use Nonmotorized Trail Network, consisting of a statewide network of nonmotorized trails which allows nonmotorized vehicles and pedestrians to access a variety of origins and destinations with limited exposure to motorized vehicles.

(2) The Florida Shared-Use Nonmotorized Trail Network is created as a component of the Florida Greenways and Trails System established in chapter 260. The statewide network consists of multiuse trails or shared-use paths physically separated from motor vehicle traffic and constructed with asphalt, concrete, or another hard surface which, by virtue of design, location, extent of connectivity or potential connectivity, and allowable uses, provides nonmotorized transportation opportunities for bicyclists and pedestrians statewide between and within a wide range of points of origin and destinations, including, but not limited to, communities, conservation areas, state parks, beaches, and other natural or cultural attractions for a variety of trip purposes, including work, school, shopping, and other personal business, as well as social, recreational, and personal fitness purposes.

(3) Network components do not include sidewalks, nature trails, loop trails wholly within a single park or natural area, or on-road facilities, such as bicycle lanes or routes other than:

(a) On-road facilities that are no longer than one-half mile connecting two or more nonmotorized trails, if the provision of non-road facilities is infeasible and if such on-road facilities are signed and marked for nonmotorized use; or

(b) On-road components of the Florida Keys Overseas Heritage Trail.

(4) The planning, development, operation, and maintenance of the Florida Shared-Use Nonmotorized Trail Network is declared to be a public purpose, and the department, together with other agencies of this state and all counties, municipalities, and special districts of this state, may spend public funds for such purposes and accept gifts and grants of funds, property, or property rights from public or private sources to be used for such purposes.

(5) The department shall include the Florida Shared-Use Nonmotorized Trail Network in its work program developed pursuant to s. [339.135](#). For purposes of funding and maintaining projects within the network, the department shall allocate in its program and resource plan a minimum of \$25 million annually, beginning in the 2015-2016 fiscal year.

(6) The department may enter into a memorandum of agreement with a local government or other agency of the state to transfer maintenance responsibilities of an individual network component. The department may contract with a not-for-profit entity or private sector business or entity to provide maintenance services on an individual network component.

(7) The department may adopt rules to aid in the development and maintenance of components of the network.

**History.**—s. 2, ch. 2015-228.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

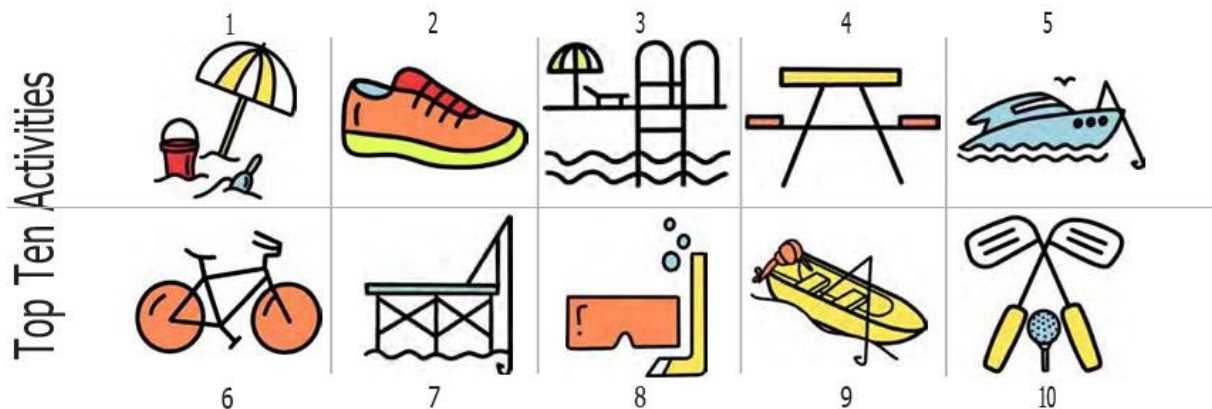
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## **Appendix C**

# Activity Spending: Volusia County

RANK	ACTIVITY	RESIDENT SPENDING	VISITOR SPENDING	TOTAL SPENDING
1	Saltwater Beach Activities (not including fishing)	\$79,602,035	\$308,006,464	\$387,608,499
2	Fitness Walking/Jogging	\$78,727,028	\$127,727,354	\$206,454,382
3	Outdoor Swimming Pool Use	\$2,222,035	\$128,493,103	\$130,715,139
4	Picnicking	\$15,417,385	\$108,597,334	\$124,014,719
5	Saltwater Boat Fishing	\$24,457,092	\$91,423,147	\$115,880,238
6	Bicycle Riding - Paved Roads/Trails	\$66,101,732	\$31,129,369	\$97,231,100
7	Saltwater Non-Boat Fishing - Pier, Jetty or Catwalk	\$3,606,590	\$88,513,673	\$92,120,263
8	Freshwater Beach Activities (not including fishing)	\$41,097,489	\$33,660,649	\$74,758,139
9	Freshwater Boat Fishing	\$3,884,451	\$65,974,873	\$69,859,324
10	Golfing	\$6,443,838	\$62,215,652	\$68,659,489
11	Hiking	\$17,104,273	\$43,983,249	\$61,087,521
12	Saltwater Boat Ramp Use	N/A	\$54,604,919	\$54,604,919
13	Tennis	\$21,635,803	\$27,574,804	\$49,210,607
14	Visiting Historical or Archaeological Sites	\$901,452	\$46,532,482	\$47,433,933
15	Bicycle Riding - Unpaved Roads/Trails	N/A	\$43,279,517	\$43,279,517
16	Freshwater Non-Boat Fishing - Pier, Jetty, Catwalk	\$13,984	\$42,198,067	\$42,212,051
17	Geocaching/Geo-seeking	N/A	\$38,884,782	\$38,884,782
18	RV/Trailer Camping	\$12,932,424	\$24,187,013	\$37,119,437
19	Paddling Activities (Canoe/Kayak/SUP)	\$4,027,399	\$31,129,369	\$35,156,767
20	Freshwater Shoreline Fishing	\$4,773,213	\$26,066,807	\$30,840,020
21	Water Skiing/Wakeboarding	N/A	\$27,574,804	\$27,574,804
22	Wildlife Viewing (>1 mile from home)	\$2,141,304	\$22,792,299	\$24,933,602
23	Baseball or Softball	\$5,754,632	\$18,203,679	\$23,958,311
24	Saltwater Shoreline Fishing	\$8,232,428	\$15,155,751	\$23,388,179
25	Nature Study	\$15,228,666	\$7,180,939	\$22,409,604
26	Freshwater Boat Ramp Use	\$8,740,014	\$10,555,980	\$19,295,994
27	Tent Camping	\$19,034	\$16,157,112	\$16,176,146
28	Horseback Riding	\$423,017	\$13,787,402	\$14,210,419
29	Soccer	\$8,393,910	N/A	\$8,393,910
30	Basketball	\$2,568,593	\$5,385,704	\$7,954,297
31	Football	N/A	\$5,385,704	\$5,385,704
32	Horseback Camping	\$188,007	N/A	\$188,007
33	Hunting	N/A	N/A	N/A
34	Off-Highway Vehicle Riding	N/A	N/A	N/A
35	Sport Shooting	N/A	N/A	N/A
<b>TOTAL</b>		<b>\$434,637,825</b>	<b>\$1,566,362,000</b>	<b>\$2,000,999,825</b>

N/A = Not Applicable or Insufficient Data



## Appendix D

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FPN: 438980-1-58-01	FPN: 438980-1-68-01	FPN: _____
Federal No (FAIN): <u>D520 018 B</u>	Federal No (FAIN): <u>D520 018 B</u>	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>ACSU/LF</u>	Fund: <u>ACSU/SU</u>	Fund: _____
Org Code: <u>55054010508</u>	Org Code: <u>55054010508</u>	Org Code: _____
FLAIR Approp: <u>088717</u>	FLAIR Approp: <u>088718</u>	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: <u>780000</u>	FLAIR Obj: _____
County No: <u>79</u> Contract No: _____		
Recipient Vendor No: <u>F596000885124</u> Recipient DUNS No: <u>06-784-9901</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on \_\_\_\_\_, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and Volusia County ("Recipient").

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Old New York Avenue from Railroad/Deland Amtrak to State Road (SR) 44 (Paved Shoulders) project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before May 31, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 1,730,000.00 (One Million Seven Hundred Thirty Thousand Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$ 1,701,000.00 (One Million Seven Hundred One Thousand Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments**

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels,

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deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

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- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**6. Department Payment Obligations:**

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

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- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account

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of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

## **8. Audit Reports:**

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  - 5. Withhold further federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**9. Termination or Suspension of Project:**

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit “L”**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit “M”**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit “N”**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit “O”**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: N/A

**k. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

\* Exhibit G: FHWA Form 1273

\* Exhibit H: Alternative Advance Payment Financial Provisions

\* Exhibit I: State Funds Addendum

\* Exhibit J: State Financial Assistance (Florida Single Audit Act)

\* Exhibit K: Advance Project Reimbursement

\* Exhibit L: Landscape Maintenance

\* Exhibit M: Roadway Lighting Maintenance

\* Exhibit N: Traffic Signal Maintenance

\* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\* Additional Exhibit(s): N/A

**\* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT VOLUSIA COUNTY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: See Attached Signature Page  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Legal Review:

\_\_\_\_\_

STATE OF FLORIDA Department OF TRANSPORTATION  
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM  
AGREEMENT**

<b>Financial Project No.:</b> _____	<b>Contract No.</b> _____	<b>Vendor No.:</b> _____	<b>CSFA No. and Title:</b> <u>55.038</u>  Florida Shared-Use Nonmotorized (SUN) Trail Network Program
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THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM GRANT AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the State of Florida Department of Transportation, ("Department"), and \_\_\_\_\_, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

- A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.
- B. The Florida Shared-Use Nonmotorized Trail Network Program is included in the Department's work program for the purposes of funding and maintaining projects within the network.
- C. The purpose of this Agreement is to provide for the Department's participation in Short Project Description, as further described in **Exhibit "A", Project Description and Responsibilities** ("Project"), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.
- D. The Recipient by Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is attached hereto and made a part hereof as **Exhibit "E", Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.
- 2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through \_\_\_\_\_, 20\_\_\_\_\_. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no later than: the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ or within \_\_\_\_\_ days of the issuance of the Notice to Proceed for

[Type here]

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the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
4. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
5. **Project Cost:**
  - a. The estimated total cost of the Project is \$ \_\_\_\_\_. This amount is based upon the schedule of funding in **Exhibit "B", Schedule of Financial Assistance**. The schedule of funding may be modified by mutual agreement of the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$\_\_\_\_\_ and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.
6. **Compensation and Payment:**
  - a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

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- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number \_\_\_\_\_, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require written approval in advance by the Department.
- c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit H- Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of

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Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or

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agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by \_\_\_\_\_, the Department may, at its discretion, terminate this Agreement.
- c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.
- d. In the event the cost of the Project is greater than \$250,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.
- e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.

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- g. ☐ If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

**8. Contracts of the Recipient**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**9. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department.. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.
- c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.
- d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project

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involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, \_\_\_\_\_, at (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

- e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.
- f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.
- g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

**10. Maintenance Obligations:** The following provisions are incorporated into this Agreement:

- a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as **Exhibit "G"**. The terms of the MMOA, **Exhibit "G"**, shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.

**11. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this

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Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “D”** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient’s audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**12. Notices and Approvals:**

- a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

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**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
\_\_\_\_\_  
**PHONE:** \_\_\_\_\_  
**FAX:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**RECIPIENT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**PHONE:** \_\_\_\_\_  
**FAX:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

- b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly

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employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

- f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**14. Indemnification and Insurance:**

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

“To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity.”

- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO's”), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and

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shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

**15. Miscellaneous:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

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- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes. The Recipient shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- j. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes. The Recipient shall:
  - i. Keep and maintain public records required by the Department to perform the service.
  - ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected

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or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the Department.
- iv. Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the Department upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.
- v. Failure by the Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- vi. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: \_\_\_\_\_(Enter appropriate District Contact)
- k. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
- l. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

**16. Exhibits.**

- a. Exhibits A, B, C, D, E, G and H are attached to and incorporated into this Agreement.
- b. ☐ A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.
- c. **Exhibit List**
  - Exhibit A: Project Description and Responsibilities
  - Exhibit B: Schedule of Financial Assistance Schedule
  - Exhibit C: Engineer's Certification of Compliance
  - Exhibit D: Audit Requirements for Awards of State Financial Assistance
  - Exhibit E: Recipient Resolution
  - \*Exhibit F: Terms and Conditions of Construction
  - Exhibit G: Maintenance Memorandum of Agreement
  - Exhibit H: Contract Payment Requirements

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Title:

Legal Review:

\_\_\_\_\_

STATE OF FLORIDA Department OF TRANSPORTATION  
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**EXHIBIT A**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Program Agreement between the State of Florida, Department of Transportation and \_\_\_\_\_.

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): \_\_\_\_\_

**B. Project Location** (limits, city, county): \_\_\_\_\_

☐ Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): \_\_\_\_\_

**D. Deliverable(s):** \_\_\_\_\_

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to): \_\_\_\_\_

**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT****EXHIBIT B****SCHEDULE OF FINANCIAL ASSISTANCE****A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
	Non-federal STFF				55.038	Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund	\$
<b>Total Financial Assistance</b>							<b>\$</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$	\$	\$	\$			
Planning	\$	\$	\$	\$			
Environmental/Design/Construction	\$	\$	\$	\$			
<b>Totals</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Florida Shared-Use Nonmotorized Trail Network Program Grant Agreement.

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

\_\_\_\_\_  
Department Grant Manager Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF FLORIDA Department OF TRANSPORTATION  
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

**EXHIBIT C**

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

**NOTICE OF COMPLETION**

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM  
GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

FINANCIAL MANAGEMENT ID# \_\_\_\_\_

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

**EXHIBIT D**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM

**CSFA Number:** 55.038

**\*Award Amount:** \$

\*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.038 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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**EXHIBIT E**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

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**EXHIBIT F**

**CONSTRUCTION TERMS AND CONDITIONS**

The provisions contained in this Exhibit “F” apply to any and all portions of the Project that are constructed on the Department’s right-of-way.

1. The Project shall be designed and constructed in accordance with the latest edition of the Department’s Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices (“MUTCD”). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the FDOT Design Manual (“FDM”), the Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the “Florida Green Book”) and the Department Traffic Engineering Manual. The Recipient will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Recipient shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
2. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is \_\_\_\_\_.
3. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic (“MOT”) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
4. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
5. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
6. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient’s use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

# **FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

7. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, Department RIGHT-OF-WAY.
8. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
9. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
10. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
11. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
12. The Recipient will be solely responsible for cleanup or restoration required to correct any environmental or health hazards that may result from construction operations.
13. The Recipient will be required to maintain the Project at least until final acceptance by the Department and the Recipient shall be obligated to maintain the Project beyond final acceptance in accordance with this Agreement and a Maintenance Memorandum of Agreement between the Department and Recipient. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
14. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If

## **FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

15. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
16. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at 954-777-4601.
17. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
18. Restricted hours of operation will be from Insert restrict hours of operation, (insert days of the week for restricted operation), unless otherwise approved by the Operations Engineer, or designee.
19. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contract info

**Note: (Confirm information above for District)**

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**EXHIBIT G**

**MAINTENANCE MEMORANDUM OF AGREEMENT**

*INSERT Memorandum of Agreement language for either “On-System” or “Off-System”*

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**EXHIBIT H**  
**CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
**Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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<b>Financial Project No.:</b> _____	<b>Contract No.</b> _____	<b>Vendor No.:</b> _____	<b>CSFA No. and Title:</b> <u>55.038</u>  Florida Shared-Use Nonmotorized (SUN) Trail Network Program
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THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM GRANT AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the State of Florida Department of Transportation, ("Department"), and \_\_\_\_\_, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

- A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.
- B. The Florida Shared-Use Nonmotorized Trail Network Program is included in the Department's work program for the purposes of funding and maintaining projects within the network.
- C. The purpose of this Agreement is to provide for the Department's participation in Short Project Description, as further described in **Exhibit "A", Project Description and Responsibilities** ("Project"), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.
- D. The Recipient by Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is attached hereto and made a part hereof as **Exhibit "E", Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through \_\_\_\_\_, 20\_\_\_\_\_. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no later than: the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ or within \_\_\_\_\_ days of the issuance of the Notice to Proceed for

[Type here]

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the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
4. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
5. **Project Cost:**
  - a. The estimated total cost of the Project is \$ \_\_\_\_\_. This amount is based upon the schedule of funding in **Exhibit "B", Schedule of Financial Assistance**. The schedule of funding may be modified by mutual agreement of the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$\_\_\_\_\_ and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.
6. **Compensation and Payment:**
  - a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

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- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number \_\_\_\_\_, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require written approval in advance by the Department.
- c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit H- Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of

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Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or

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agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by \_\_\_\_\_, the Department may, at its discretion, terminate this Agreement.
- c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.
- d. In the event the cost of the Project is greater than \$250,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.
- e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.

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- g. ☐ If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

**8. Contracts of the Recipient**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**9. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department.. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.
- c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.
- d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project

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involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, \_\_\_\_\_, at (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

- e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.
- f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.
- g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

**10. Maintenance Obligations:** The following provisions are incorporated into this Agreement:

- a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as **Exhibit "G"**. The terms of the MMOA, **Exhibit "G"**, shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.

**11. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this

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Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “D”** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient’s audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**12. Notices and Approvals:**

- a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

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**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
\_\_\_\_\_  
**PHONE:** \_\_\_\_\_  
**FAX:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**RECIPIENT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**PHONE:** \_\_\_\_\_  
**FAX:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

- b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly

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employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

- f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**14. Indemnification and Insurance:**

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

“To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity.”

- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO's”), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and

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shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

**15. Miscellaneous:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

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- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes. The Recipient shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- j. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes. The Recipient shall:
  - i. Keep and maintain public records required by the Department to perform the service.
  - ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected

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or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the Department.
- iv. Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the Department upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.
- v. Failure by the Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- vi. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: \_\_\_\_\_(Enter appropriate District Contact)
- k. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
- l. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

**16. Exhibits.**

- a. Exhibits A, B, C, D, E, G and H are attached to and incorporated into this Agreement.
- b. ☐ A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.
- c. **Exhibit List**
  - Exhibit A: Project Description and Responsibilities
  - Exhibit B: Schedule of Financial Assistance Schedule
  - Exhibit C: Engineer's Certification of Compliance
  - Exhibit D: Audit Requirements for Awards of State Financial Assistance
  - Exhibit E: Recipient Resolution
  - \*Exhibit F: Terms and Conditions of Construction
  - Exhibit G: Maintenance Memorandum of Agreement
  - Exhibit H: Contract Payment Requirements

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Title:

Legal Review:

\_\_\_\_\_

STATE OF FLORIDA Department OF TRANSPORTATION  
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

**EXHIBIT A**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Program Agreement between the State of Florida, Department of Transportation and \_\_\_\_\_.

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): \_\_\_\_\_

**B. Project Location** (limits, city, county): \_\_\_\_\_

☐ Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): \_\_\_\_\_

**D. Deliverable(s):** \_\_\_\_\_

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to): \_\_\_\_\_

**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT****EXHIBIT B****SCHEDULE OF FINANCIAL ASSISTANCE****A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
	Non-federal STFF				55.038	Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund	\$
<b>Total Financial Assistance</b>							<b>\$</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$	\$	\$	\$			
Planning	\$	\$	\$	\$			
Environmental/Design/Construction	\$	\$	\$	\$			
<b>Totals</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Florida Shared-Use Nonmotorized Trail Network Program Grant Agreement.

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

\_\_\_\_\_  
Department Grant Manager Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF FLORIDA Department OF TRANSPORTATION  
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

**EXHIBIT C**

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

**NOTICE OF COMPLETION**

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM  
GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

FINANCIAL MANAGEMENT ID# \_\_\_\_\_

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA Department OF TRANSPORTATION  
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

**EXHIBIT D**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM

**CSFA Number:** 55.038

**\*Award Amount:** \$

\*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.038 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

**EXHIBIT E**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

STATE OF FLORIDA Department OF TRANSPORTATION  
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

**EXHIBIT F**

**CONSTRUCTION TERMS AND CONDITIONS**

The provisions contained in this Exhibit “F” apply to any and all portions of the Project that are constructed on the Department’s right-of-way.

1. The Project shall be designed and constructed in accordance with the latest edition of the Department’s Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices (“MUTCD”). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the FDOT Design Manual (“FDM”), the Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the “Florida Green Book”) and the Department Traffic Engineering Manual. The Recipient will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Recipient shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
2. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is \_\_\_\_\_.
3. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic (“MOT”) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
4. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
5. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
6. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient’s use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

# **FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

7. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, Department RIGHT-OF-WAY.
8. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
9. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
10. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
11. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
12. The Recipient will be solely responsible for cleanup or restoration required to correct any environmental or health hazards that may result from construction operations.
13. The Recipient will be required to maintain the Project at least until final acceptance by the Department and the Recipient shall be obligated to maintain the Project beyond final acceptance in accordance with this Agreement and a Maintenance Memorandum of Agreement between the Department and Recipient. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
14. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If

## **FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

15. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
16. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at 954-777-4601.
17. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
18. Restricted hours of operation will be from Insert restrict hours of operation, (insert days of the week for restricted operation), unless otherwise approved by the Operations Engineer, or designee.
19. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contract info

**Note: (Confirm information above for District)**

STATE OF FLORIDA Department OF TRANSPORTATION  
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

**EXHIBIT G**

**MAINTENANCE MEMORANDUM OF AGREEMENT**

*INSERT Memorandum of Agreement language for either “On-System” or “Off-System”*

STATE OF FLORIDA Department OF TRANSPORTATION  
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**

**EXHIBIT H**  
**CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
**Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

## **Appendix E**

**MAINTENANCE MEMORANDUM OF AGREEMENT  
FOR OFF SYSTEM MULTI-USE TRAIL PROJECT**  
**Between**  
**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**  
**(“DEPARTMENT”)**  
**and**  
**VOLUSIA COUNTY**  
**(“LOCAL GOVERNMENT”)**

THIS AGREEMENT, made and entered into on \_\_\_\_\_, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an executive agency of the State of Florida, hereinafter called the “DEPARTMENT,” and VOLUSIA COUNTY, a Charter County and a political subdivision of the State of Florida, hereinafter called the “LOCAL GOVERNMENT.”

**WITNESSETH**

**WHEREAS**, the State of Florida Legislature has approved and mandated the DEPARTMENT to complete various projects included in the DEPARTMENT’S Work Program; and

**WHEREAS**, included in the DEPARTMENT’S Work Program is Project Number FM # 436434-2-52-01 (Coast to Coast Trail Project from Lake Monroe Park entrance to existing Spring to Spring Trail on Old DeLand Road) located in Volusia County, Florida, hereinafter referred to as the “Project”, some or all of which, is not on the State Highway System; and

**WHEREAS**, the LOCAL GOVERNMENT, by Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, and attached hereto as Exhibit “A,” has authorized its officers to execute this AGREEMENT on its behalf and to formally commit to permanent, perpetual maintenance of the Multi Use Trail Project.

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The DEPARTMENT hereby agrees to construct or cause to be constructed the Multi-Use Trail Project as specified in the Project Plan(s) included as Exhibit “B.”
2. The LOCAL GOVERNMENT acknowledges that the DEPARTMENT will require the LOCAL GOVERNMENT to maintain the entire Multi-Use Trail Project, as depicted in the Construction Plans and Specifications of F.P.I.D. #436434-2-52-01, (as updated or shown as modified in the As-Built Plans) for the useful life of the Multi-Use Trail Project, according to the DEPARTMENT standards, which include, but are not limited to, Design

Standards and the Standard Specifications in effect at the time of execution of this agreement, and the Americans with Disabilities Act, as amended from time to time.

3. Maintenance items to be maintained by the LOCAL GOVERNMENT shall include, but not be limited to: vegetation management and all other features of the Multi-Use Trail Project installed or constructed as shown in the plans attached hereto as Exhibit "B". The LOCAL GOVERNMENT shall maintain pavement surfaces free from residue accumulation, algae, vegetation, and other slip or trip hazards. The LOCAL GOVERNMENT shall trim landscaping, mow, sweep, edge, and provide weed control along the Multi-Use Trail Project corridor from station 83+20.00 to station 97+80.00 (as depicted in attached plans). Repairs to any Multi-Use Trail Project structural or safety feature shall be in kind and to DEPARTMENT standards or higher. The LOCAL GOVERNMENT shall maintain all landscaping to DEPARTMENT standards in effect at the time of this agreement. The LOCAL GOVERNMENT shall maintain and repair the Multi-Use Trail Project at its sole cost and expense, in a good and workmanlike manner, and with reasonable care.
4. The parties acknowledge and agree that the design plans for the Multi-Use Trail Project may not yet be finalized and are subject to review by the DEPARTMENT. Upon completion of the Multi-Use Trail Project, the Parties shall amend this Agreement to attach the latest version of the construction plans for the Multi-Use Project to this Agreement in order to show the extent of the Multi-Use Trail Project to be maintained by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT approves and delegates to the County Engineer, the authority to enter into an amendment of this Agreement to attach the latest version of the construction plans as described above. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the latest construction plans.
5. The LOCAL GOVERNMENT shall mow, including litter control associated with the mowing cycle, within the Multi-Use Trail Project as defined in Section 2 of this Agreement according to the Maintenance Rating Program (MRP) Manual. Mowing and litter control requirements above MRP standards shall be handled and performed by the LOCAL GOVERNMENT.
6. The LOCAL GOVERNMENT shall maintain the pavement within the Multi-Use Trail Project as defined in Section 2 of this Agreement according to the DEPARTMENT Standards.
7. The LOCAL GOVERNMENT shall conduct an annual inspection of the Multi-Use Trail Project to ensure that any and all safety deficiencies are addressed.

8. When the Multi-Use Trail Project is at the end of its useful life as determined by the LOCAL GOVERNMENT, the LOCAL GOVERNMENT shall program the Replacement or Reconstruction of the Multi-Use Trail Project as if it was a new Project.
9. If at any time the LOCAL GOVERNMENT has not performed the maintenance responsibility on the Multi-Use Trail Project in accordance with this Agreement, the DEPARTMENT shall have the option of (a) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that it be corrected within a specified time; or (b) in the event of an emergency or in the event that the LOCAL GOVERNMENT has not corrected the deficiency in a timely manner, the DEPARTMENT may perform the necessary maintenance at the LOCAL GOVERNMENT'S sole cost and expense, and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such maintenance. Any action taken by the DEPARTMENT does not relieve any obligation of the LOCAL GOVERNMENT under the terms and conditions of this Agreement. Failure to perform maintenance of the Multi-Use Trail Project in accordance with this Agreement may impact DEPARTMENT funding participation in future LOCAL GOVERNMENT projects.
10. This Agreement may be terminated under either of the following conditions: (a) by the DEPARTMENT, if the LOCAL GOVERNMENT fails to perform the duties under this Agreement, following ten (10) days written notice; or (b) by the DEPARTMENT, for refusal by the LOCAL GOVERNMENT to allow public access to public records subject to the provisions of Chapter 119, Florida Statutes.
11. This AGREEMENT may not be assigned or transferred by the LOCAL GOVERNMENT in whole or part without the consent of the DEPARTMENT.
12. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the AGREEMENT and Florida law, the laws of Florida shall prevail.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

Attest:

**THE COUNTY OF VOLUSIA**, a political  
subdivision of the State of Florida

\_\_\_\_\_  
George Recktenwald, County Manager

By: \_\_\_\_\_  
Ed Kelley, County Chair

Date: \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Alan E. Hyman, P.E.  
Director of Transportation Operations

Date: \_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)  
Norma Mejias  
Executive Secretary

By: \_\_\_\_\_  
Department Legal Approval

Exhibit “A”  
AGENCY RESOLUTION  
FM#: 436434-2-52-01

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

Exhibit “B”  
CONSTRUCTION PLANS  
FM#436434-2-52-01

The Contract Plans for the construction of Department Project #436434-2-52-01, Coast to Coast Trail Project from Lake Monroe Park entrance to existing Spring to Spring Trail on Old DeLand Road, are identified herein by attaching the cover sheet of said plans and by such, the entire set of Contract Plans are incorporated by reference.

CONTRACT PLANS COMPONENTS

ROADWAY PLANS  
SIGNING AND PAVEMENT MARKING PLANS

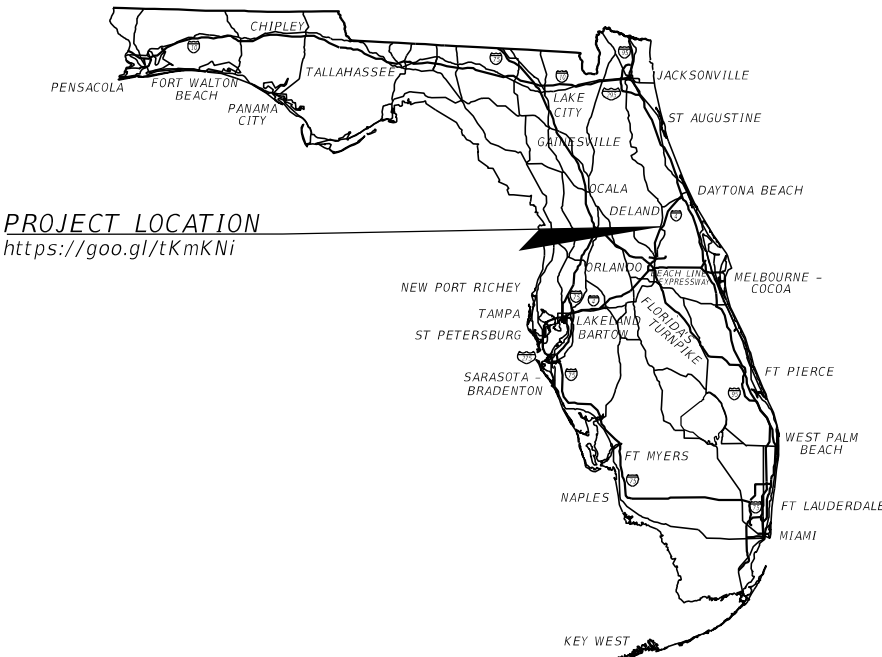
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 436434-2-52-01

VOLUSIA COUNTY (79040)

STATE ROAD NO. N/A



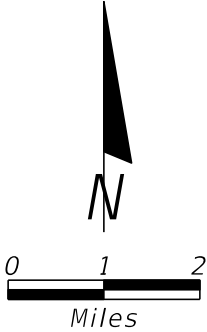
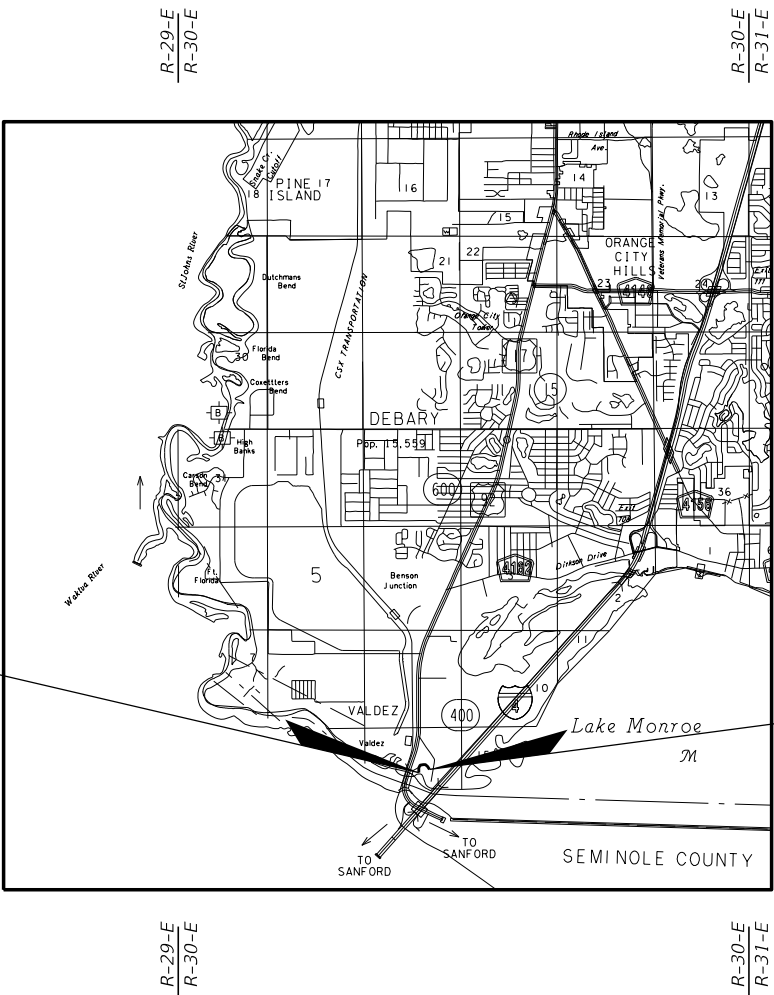
PROJECT LOCATION  
<https://goo.gl/tKmKNi>

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4 - 5	TYPICAL SECTIONS
6	SUMMARY OF DRAINAGE STRUCTURES
7	OPTIONAL MATERIALS TABULATION
8	GENERAL NOTES
9 - 11	ROADWAY PLAN AND PROFILES
12	DRAINAGE STRUCTURES
13	SPECIAL DETAILS
14	ROADWAY SOIL SURVEY
15 - 33	CROSS SECTIONS
34 - 35	STORMWATER POLLUTION PREVENTION PLAN
36 - 38	EROSION CONTROL PLAN
39 - 41	TEMPORARY TRAFFIC CONTROL PLANS
42 - 44	UTILITY ADJUSTMENTS
45	SUMMARY OF VERIFIED UTILITIES
SQ-1 - SQ-5	SUMMARY OF QUANTITIES
CTL-1*	PROJECT CONTROL

\*This sheet is included in the Index of the Roadway Plans only to indicate that it is part of the Roadway Plans. This sheet is contained in a separate digitally signed and sealed document.

BEGIN PROJECT  
STA. 79+15.00



END PROJECT  
STA. 98+61.84

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2019-20 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2019 Standard Specifications for Road and Bridge Construction at the following website: <http://www.dot.state.fl.us/programmanagement/Implemented/SpecBooks>

REVISIONS:

KEY SHEET REVISIONS	
DATE	DESCRIPTION

ROADWAY PLANS

ENGINEER OF RECORD:

THEODORE A. PETRITSCH, P.E. NUMBER: 48857  
LANDIS EVANS + PARTNERS, INC.  
18115 U.S. HIGHWAY 41 NORTH, SUITE 600  
LUTZ, FLORIDA 33549  
(888) 462-3514  
CONTRACT NUMBER: E-XXXX  
VENDOR NUMBER: F592200597  
CERTIFICATE OF AUTHORIZATION #4548

FDOT PROJECT MANAGER:

ANTHONY MILLER, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
E-XXXX	20	1

## Appendix F

## Trail User Counts

**Trail:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>AM Activity (7 am – 11 am)</b>	<b>Under 21</b>	<b>Adult</b>	<b>Senior</b>	<b>Disabled</b>
Walkers/Hikers				
Joggers/Runners				
Bicyclists				
Inline Skaters				
Other				
<b>Lunch Activity (11 am – 1 pm)</b>				
Walkers/Hikers				
Joggers/Runners				
Bicyclists				
Inline Skaters				
Other				
<b>PM Activity (1 pm – 7 pm)</b>				
Walkers/Hikers				
Joggers/Runners				
Bicyclists				
Inline Skaters				
Other				

## Appendix G



# TRAIL TOWNS

## GUIDELINES AND SELF-ASSESSMENT

# Contents

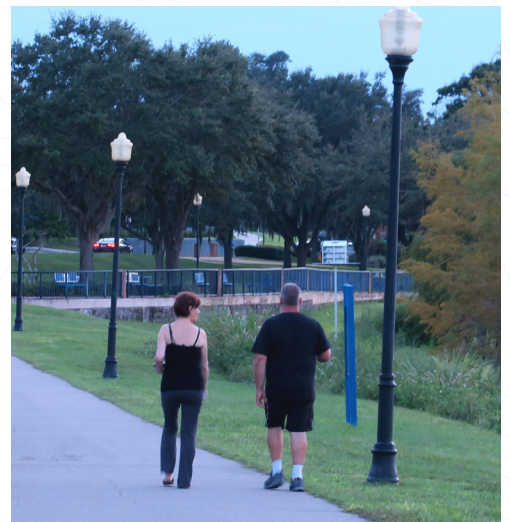
## *What is a Trail Town?*

Page 3



## *Why Should Your Community Become a Trail Town?*

Page 3



## *Is Your Town a Trail Town?*

Page 5



## *Trail Town Questionnaire*

Page 10

Department of Environmental Protection  
[www.FloridaGreenwaysAndTrails.com](http://www.FloridaGreenwaysAndTrails.com)

Office of Greenways and Trails  
3900 Commonwealth Blvd. MS-795  
Tallahassee, FL 32399-3000  
(850) 245-2052

## What is a Trail Town?

A Trail Town in Florida is a community located along or in proximity to one or more long-distance non-motorized recreational trails. Whether on a paved or unpaved multi-use trail, paddling, equestrian or hiking trail, recreational users can venture off the main path to enjoy the services and unique heritage of the nearby community. The town is a safe place where both town residents and trail users can walk, bike, jog etc., find the goods and services they need, and easily access both the trail and the town. In such a town, the trail is an integral and important part of the community.

A Trail Town is a vibrant destination where people come together. A Trail Town is a friendly place that encourages trail users to visit and welcomes them with warm hospitality. It may have outdoor equipment shops, restaurants, a grocery store, local shops and lodging. It has wide sidewalks, clean streets, bike racks and benches at convenient locations. The trail meets the needs of both the recreational users and the town's residents. Residents use the trail to access work, schools, parks and shops.

Trail Towns are not stand-alone communities; they are linked by a long-distance trail corridor. Trail users may be passing through a town on a day trip or longer journey, or may park and access other trails, such as a paddling trail. Trail users want to explore interesting and vibrant places in their travels and will need services that the town provides. Basic characteristics of a successful Trail Town include:

- Incentives to get trail users off the trail to explore the town
- Clear and safe connections between the town and trail
- Readily available information about the town
- Businesses that offer goods and services to meet the needs of trail users
- Festivals and events are held that draw people to the trail who may not normally be trail users
- Safe connections to work, schools, parks and shopping for residents
- Successful relationships with neighboring communities that promote the entire long-distance trail as a tourist destination

## Why Should Your Community Become a Trail Town

Imagine a town where trail based tourism is a driving economic force that shapes and sustains the surrounding communities. A place where trail users have every type of facility and comfort they could need to have an unforgettable experience. A place where the economy thrives because of the trail community, and the trail thrives because of the town's residents and businesses embrace it. A place where trails connect people to nature, citizens to their communities and towns to neighboring towns. This is the vision of a Trail Town.

Any trail, long or short, can be an economic asset to a community. Trails provide free recreation for people of all ages and fitness levels and offer opportunities to enjoy nature or local history. The Trail Town program, within the Office of Greenways and Trails recognizes towns that connect to long-distance destination trails. Trails that attract travelers from outside the local community and are not used solely by nearby residents. Studies show that the longer a trail is, the farther people will travel to visit it, the longer they will stay, and the more money they will spend. Studies show that a day-user on a trail will spend four times the amount of a local user, and is likely to make a return trip to the Trail Town. An overnight visitor may spend twice the amount of a day-user.

This manual is intended to guide you as you walk through a self-assessment process and to help you identify what your town needs to become a Trail Town. It will also provide guidance on how to work with or create a local group focused on downtown revitalization and give you the tools and ideas as you start this process. This guide is designed to assist managers and local leaders in these communities make the most of the economic opportunities that arise from trail users coming into and passing through their towns. The goal is to bring forth ideas that will help you transform your community into an unforgettable tourist destination, and at the same time, make your town a place where local businesses and residents thrive.

As you take this journey, remember that your town has its own personality and one size doesn't fit all. This guide is meant to offer suggestions to get you started. Adjust and modify these ideas in ways that best work for your town.



*“Our downtown merchants are excited and beginning to see the increase in their businesses by those trail users who eat, shop and enjoy our unique offerings.” Titusville Mayor Walt Johnson*

*“Our downtown has thrived around the trail and attracted folks of all ages and abilities. We like to think of the trail as the main artery of our community.” Dunedin Mayor Julie Ward Bujalski*

# Is Your Town a Trail Town?

## Self-Assessment

This self-assessment will assist your community in understanding the basic characteristics of a successful Trail Town and help you complete the application to become recognized as a Trail Town through the Office of Greenways and Trails.

## Trail

### Multi-use, non-motorized long-distance trail or a connecting trail into the larger system:

- What types of trail(s) are within two miles of your town? Unpaved - hiking, biking, paddling, equestrian Paved - shared use non-motorized This is important because you can effectively cater to the specific needs of your trail users.
- How long are the trails?
- Are they a part of a regional or state trail system?
- Do trails close to your town provide connections into a larger system? How long are the trails?
- Is there more than one trail or type of trail that passes through your town?
- Are the trail users likely to be day travelers?
- Are the trail users likely to be long-distance or overnight travelers?
- Will the trail users need:
  - Bike rentals or bike shops?
  - Kayak rentals or paddling equipment?
  - Lodging?
  - Restaurants?
  - Other supplies before they continue?

### Neighboring trails:

- What other types of trails are within five miles of your community?
- Distance of other trails to the central downtown area?

### Excellent and well-maintained trail conditions:

The trail(s) should be easy to use, safe and well-maintained. Maintenance is important if you want trail users to return to your town and if you want to attract more visitors. A trail user's visit should be enjoyable, safe and scenic.

- Is the trail in good condition?
- Who manages the trail(s)?
- Do you have a good working relationship with the trail manager(s)?

## Accessibility

A successful Trail Town has a trail near enough to the central downtown to be readily accessible by trail users. If the trail does not run directly through downtown, there should be a clearly identified path with distance information that leads trail users into town. Businesses and residents should welcome trail users and provide trail friendly services.

### Trail traverses the central downtown or is within two miles:

Depending on the type, a trail can be further removed from your downtown and still be accessible. With a biking trail, for example, a two-mile side trip to your town is not out-of-the-way. However, a hiking or paddling trail which is two miles away can be taxing.

- How far away from downtown is each trail type?
- If your town is a larger urban area, how far are essential services from the trail?

### Clearly mark the paths and distances from the trail to the central downtown area:

It should be clear to trail users that your town is located nearby. The farther removed the trail is, the more important directional signage will be. Wayfinding signs should describe the distance to your town and provide clear directions.

- Is there a path connecting the trail to your downtown?
- Is there directional signage guiding trail users to the town center?



*"The Trail Town designation confirmed our planning efforts and brought credibility to Inverness as a welcoming community. Our goal is to be the hub of activity on the Trail and be inviting to cyclists." Inverness City Manager Frank DiGiovanni*

*"We are a bicycle / walkable community with kayak and canoe rentals and guided tours. Having the Florida Trail Town designation will only enhance our efforts to provide the best possible experience for our visitors." Everglades City Mayor Howie Grimm*

- Is more wayfinding signage needed on the trail?

### **Facilities and amenities are convenient to trail users:**

Visible businesses benefit economically from trail users. Ideally, goods and services are located at or near the trail's entrance into the town. Trail users desire goods and services which are readily available.

- Where and what kind of trail-friendly goods and services are in town?
- What distance are each service provider from the trail?

### **Business owners and citizens are friendly and welcoming to trail users:**

Trail users may stay longer, make a return trip and contribute to tourism and the town's economy when they feel welcomed and well informed. It is beneficial when both business owners and citizens are well informed about the trail, the town, and the various businesses offerings and amenities.

- Do businesses offer incentives to trail users?
- Do businesses have maps and information available?
- Can business owners and citizens answer questions about the town and the trail?

## **Town Participation**

A common denominator of a successful Trail Town is a champion. The champion could be a town citizen, group of citizens, local government or non-profit organization or some combination. Upon receiving a Trail Town designation, the champion(s) can coordinate information with the participating businesses and citizen support groups; network with neighboring towns; and, facilitate trail events and marketing.

### **Community Support Organization or local trail advocacy groups:**

The champion(s) can help to assess the town's potential to become a Trail Town.

- Does your town have a champion?
- Is there someone who can coordinate and organize a Trail Town assessment?
- Is there an advocacy group that can create a Trail Town strategy?

### **Annual trail festivals or events:**

Events which take place on or near the trail (a race, a fundraiser, etc.), can be a draw to people who may not normally be trail users. Events boost the overall Trail Town economy via purchases from trail users and new visitors.

- What events are held on or near the trail?
- What is the estimated attendance?
- How many different types of events are held?
- How often do events occur?

### **Trail Town plan or local development plan which includes trails:**

A written plan with attainable goals is recommended for a Trail Town. A specific Trail Town Plan is not a requirement, although it is encouraged as a best practice.

- Are trails included in some type of a local development plan for the town?
- What type of plan involving trails is currently available?
- Do you have a specific *Trail Town Plan* or strategy?

### **Coordinate with neighboring communities:**

As a Trail Town, proximity to a long-distance trail or connecting your town into a larger trail system is important. Coordinating with your neighboring communities can bring greater economic benefits by bringing in more trail tourism. Your neighbors can help organize and promote events.

- How are you working with your neighboring communities to promote the trail(s)?

- Are you working with others in your region to promote trails and trail events?

## Businesses

Trails have the potential to provide a significant economic boost to local businesses. Becoming a Trail Town provides a unique opportunity to take full advantage of the economic opportunities offered to your town through trails. After evaluating the types of trail users coming into your town, determine if your town offers the necessary goods and services they need.

### **Provide necessary and specific goods and services to trail users:**

Partner with your local chamber of commerce, economic development council, county/city commissioner's office or other relevant entities to discuss how to provide goods and services to trail users.

- What are the current businesses in your town which serve trail users?
- Are there gaps in the goods and services offered?
- How will those gaps be filled?
- Is the chamber of commerce or another group involved in developing a Trail Town economic strategy?

### **Coalition of local businesses that continue to grow and support the trail:**

Include businesses in the group that are advocating for the trail or create a central organization of businesses to assist with the development of the Trail Town economy. This group can formulate a plan for economic growth and expansion, agree on incentives and discounts to offer trail users, organize business participation in events, and coordinate with trail advocates, neighboring towns and other businesses.

- Does your Trail Town have a central business organization?
- Can you identify existing business partners with the potential to participate in developing the Trail Town?

### **Marketing to and discount for trail users as an**

### **incentive to come into town:**

Give trail users a reason to come to your town by offering them incentives at local businesses. Kiosks on the trail can include advertisements for local businesses, special offers for trail users or coupons for participating businesses. A small discount (10%-20%) can motivate trail users to visit or stay in your town.

- What incentives do businesses offer to trail users for goods and services?

## Amenities

A Trail Town is a friendly place which encourages trail users to visit and welcomes them with warm hospitality. Trail users want to explore interesting and vibrant places and while they travel, they will need certain goods and services.

### **Bike racks, boat docks and launches, hitching posts, etc.:**

Trail Towns often provide areas for storage of trail user's equipment while they are in town. This makes their stay much easier and enjoyable.

- Are there bike racks conveniently located?
- Is day-use parking available? If not, how will you accommodate trail users?
- Are there kayak launches and ways to secure kayaks, canoes and paddleboards?
- What other trail amenities are offered in your town?

### **Reasonably priced food with local influences:**

Give trail users an affordable taste of your town. Reasonably priced food is necessary and having local influences makes it all the better. Make sure that these restaurants are family friendly. Are restaurants:

- Easily located and accessible?
- Trail-user friendly?
- Family-friendly?
- Affordable?
- Offering local influences?

## **Easily accessible drinking fountains or potable water sources:**

This is crucial to the trail user's health and safety. Water should be available near or on the trail. If there are not water fountains near the trail, consider having water jugs or free bottles of water within businesses for trail users. This is a friendly way to invite trail users into the town and into businesses.

- Are public potable water sources readily available?
- Do businesses offer free water in bottles or access to water?

## **Food that can be purchased and easily packaged for trail use:**

Long-distance trail users require stopping points to refuel.

- Are there trail-friendly stores where trail users can restock?
- Are there stores or restaurants that offer prepared meals for trail users?
- Are food, water and other supplies easily accessible from the trail or town center?

## **Information**

Once your trail users are in town, having signage, maps or flyers available can direct them to businesses. This is a great way to inform trail users about the attractions and events your town has to offer. Make navigating your town easy for trail users.

## **Information available within the central business district:**

Provide information about what your town has to offer within the central business district. This is a great way to encourage trail users to enjoy all that your town offers and it promotes return trips.

- Do businesses keep free informational pamphlets and event flyers in their stores?

## **Safety**

Trail users want to feel safe and protected both on the trail and within your town.

## **Safe and navigable downtown business district and amenities:**

The town is well-lit, has wide sidewalks, protected bike lanes and crosswalks.

- Does your downtown area feel safe?
- Is it easy to navigate around town?
- Is your town family-friendly?
- Has your town reviewed or adopted the Florida Complete Streets guidelines?
- Is safety addressed in your current local development or Trail Town Plan?

## **Law enforcement is familiar with the trail terrain, length, and town:**

If an emergency occurs on the trail, first responders should be familiar with the trail and be able to reach trail users quickly.

- Are responders and law enforcement familiar with where the trails are located?
- Do the trails have access points for emergency vehicles?
- Does your town have law enforcement visible on the trails?

## **Medical services for trail users:**

Depending on what type of trail is near your town, trail users might need specific types of medical services.

- For mountain bike trails, you may need emergency medical services with off-road vehicles.
- For paddling trails, you may need a rescue boat.
- For hiking trails, you may need a golf cart or universal terrain vehicle to pick up injured or stranded hikers.
- What type of medical services and equipment for trail users are available?

# Trail Town Questionnaire

Use the Self-Assessment to assist with completing the questionnaire.

## Trail

What types of trails connect to or are located near your town? (hiking, biking, paddling, shared use non-motorized, multi-use, equestrian, etc.)

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List any neighboring trails and their proximity to your town.

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Who maintains your trail(s)? Please identify each trail and the manager.

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List types of trail users are on the trails (day use, long distance pass through, overnight, etc.) Can trail users refill supplies and repack their bags to continue their journey? Describe how your town accommodates these trail users.

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Accessibility

How close is the trail to your town? Is there easy access from the trail into the business district? Please describe.

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---

Can trail users easily recognize that your town is near the trail? Is there direct signage on the trail leading into your town? Please describe.

---

---

What kinds of amenities are directly at or near the trail entrance into your town?

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---

---

Are your business owners and citizens aware that there is a trail near your town? Are they well informed about the trail? If not, what steps will you take to accomplish these goals?

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---

---

# Town Participation

Do you have a trail-oriented Community Support Organization or a local trail advocacy group? If so, please identify them. If not, please describe who has expressed interest in supporting the community by becoming a Trail Town.

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---

What events take place on or near your trail? Please specify the purpose of the event, local participation, who hosts it, and how often it occurs.

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Do you have a Trail Town plan or a local development plan that includes trails? Please describe.

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Describe the citizen initiatives in your town that foster and maintain trail growth and traffic.

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Describe any efforts that have been made to coordinate with neighboring communities for events and trail connectivity.

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# Businesses

Do businesses provide goods, services and incentives to trail users? Please list the name of the business, the owner and the goods and services and incentives provided.

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**For each of the following, list the contact person and their telephone number:**

Chamber of Commerce:

---

Visitor, Tourism or Economic Development Council:

---

Mayor or City Council or City Commissioner’s Office:

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Does your town have a coalition of local businesses that support the trail? Please describe. If not, please list which businesses you have contacted to support the Trail Town.

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What kind of discounts, deals, or special packages are offered to trail users?

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# Amenities

List any amenities such as bike racks, boat dock and launches, hitching posts, etc. provided in your town. Describe any other planned amenities that will be provided.

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List the restaurants near your trail that cater to trail users. Describe types of food, distance from the trail, and incentives offered.

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List overnight accommodations available to trail users and any plans for expanding these options. Describe the types of accommodations (hotel, campground, bed and breakfast, Air B&B, etc.). Include any special rates or packages offered for trail users.

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List all water fountains/spigots available for trail users and their distance from the trail.

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Can food be purchased and easily packaged for trail use? Please list all locations and their distance from the trail.

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Information

Is there clear signage and wayfinding on the trail with information about the town? Please describe.

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Describe directional signage leading from the trail into town.

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Describe signage in the town with information about amenities.

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Describe information or other material that businesses have about what your town offers. Please list participating businesses.

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## Safety

Check the boxes if correct:

- YES ☐ NO ☐ Does your town have wide sidewalks (10-12')?
- YES ☐ NO ☐ Does your town have protected bike lanes?
- YES ☐ NO ☐ Does your town have crosswalks?
- YES ☐ NO ☐ Is your downtown business district well-lit?
- YES ☐ NO ☐ Is your downtown business district safely navigable by foot or bicycle?

Are your law enforcement officers and first responders familiar with the trail location, terrain and length? Please describe the extent of their knowledge and any training they have received in this matter.

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For each of the following, list your contact person and their telephone number.

Fire Department:

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Police Department:

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Medical Services:

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List all medical services available to trail users, including specialized equipment, specialized training and facilities.

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# Statement of Intent

It is the intent of \_\_\_\_\_ (name of community, town, city etc.) to recognize this community as a Trail Town. By execution of this consent, the undersigned confirms the community’s desire to participate in the Office of Greenways and Trails’ Trail Town program.

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
[Signature of community leadership]

Mail or e-mail to:  
Office of Greenways and Trails  
Department of Environmental Protection  
3900 Commonwealth Blvd., Mail Station 795  
Tallahassee, FL 32399-3000  
Officeofgreenwaysandtrails@fldep.gov

# FLORIDA GREENWAYS & TRAILS



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Home of Honeymoon Island

**Congratulations!**  
**Florida's First Trail Town**



RESTROOMS →



[FloridaGreenwaysAndTrails.com](http://FloridaGreenwaysAndTrails.com)

