

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$1780	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$1780	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No
 Budget Account No.: Fund _____ Department _____ Unit _____ Object _____
 Program _____

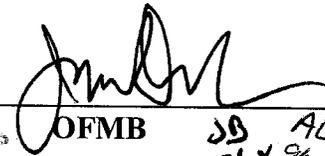
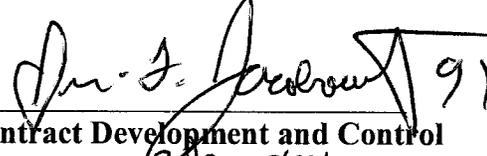
B. Recommended Sources of Funds/Summary of Fiscal Impact

Road Signs, Permits, and installation costs for up to 10 signs (two signs provided at no cost by FTA). To be paid from TDC's Tourism Promotion Fund (account 1454-710-7310-4945).

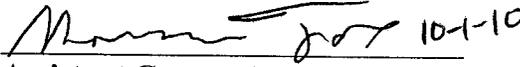
C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Dev. and Control Comments:

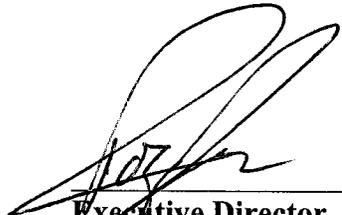

 OFMB *JD ALJ 9/28 9/29/10 9/28/10*

 Contract Development and Control *E. Jones 9/29/10*

B. Legal Sufficiency: *S.D. 9/29/10 9/28/10*


 Assistant County Attorney *10-1-10*

C. Other Department Review:


 Department Director
 Parks & Recreation Department


 Executive Director
 Tourist Development Council

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE FLORIDA TRAIL ASSOCIATION
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into by the Florida Trail Association, a private nonprofit volunteer organization whose main office is in Gainesville, Florida (hereinafter "FTA"), and the Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, (hereinafter the "COUNTY"). In consideration of the mutual covenants herein, the parties agree as follows.

ARTICLE I. BACKGROUND AND OBJECTIVE

(1) The FTA has developed The Florida Trail Gateway Community Program as a way to partner with communities and counties to market their resources that are in association with or related to the Florida Trail System to outdoor recreation enthusiasts as a nature-based tourism destination. The Florida Trail System is a state-wide system of hiking trails that include the Florida National Scenic Trail, one of eleven National Scenic Trails in the country. The Florida National Scenic Trail is a footpath extending from Big Cypress National Preserve to Pensacola Beach.

(2) Approximately 80 miles of the Florida National Scenic Trail exists within Palm Beach County.

(3) The key criteria for the Florida Trail Gateway Community Program include:

- a) Proximity to the Florida Trail System including the Florida National Scenic Trail;
- b) Availability of accommodations, from hotels to Bread & Breakfast establishments to campgrounds;
- c) Availability of restaurants;
- d) Additional outdoor recreation opportunities such as other hiking trails, biking trails, paddling, birding, boating, fishing, beaches, etc. or traditional visitor draws such as historic districts, museums, shopping or major attractions.

(4) While designed primarily for municipalities, the FTA is now approaching counties to become involved in the Gateway Community Program as Gateway Counties.

(5) On April 20, 2010, the COUNTY passed Resolution R-2010-0637 supporting promotion of the Gateway Community Program. It was the intent and objective of that Resolution that the COUNTY participate in the program to become a GATEWAY COUNTY for the Florida Trail System. The establishment of this MOU is to help the parties accomplish the following mutually beneficial objectives:

- a) Educate local businesses of the value of the Florida Trail System as an economic resource.
- b) Enable both parties to apply for targeted grants to assist in the COUNTY'S efforts towards nature-based tourism development, economic development, and trail-related infrastructure improvement through the development of promotional products, educational resources or signature events.
- c) Increased usage and awareness of the Florida Trail System attracting more eco-tourists to the COUNTY and local communities.
- d) Promote responsible tourism development within the COUNTY and support of the Florida Trail System.

ARTICLE II. PURPOSE

(6) The purpose of this MOU is to promote natural Florida as a destination for visitors to the state and county who increasingly ask for outdoor experiences and places to hike. It is also to establish the rights and responsibilities of the parties to this MOU with respect to the COUNTY's participation in the FTA Gateway Community Program. This MOU will result in the cooperation between the FTA and three County departments-the Parks and Recreation Department, The Tourist Development Council, and the Department of Environmental Resources Management to achieve the purpose of the COUNTY becoming a GATEWAY COUNTY to the Florida National Scenic Trail.

ARTICLE III. FLORIDA TRAIL ASSOCIATION RESPONSIBILITIES

FTA shall:

- (7) Promote the GATEWAY COUNTY as a destination through its website and other media.
- (8) Offer outreach materials to the GATEWAY COUNTY such as brochures, newsletters, posters, displays, etc.
- (9) Provide detailed information on hiking opportunities near the GATEWAY COUNTY which can be reproduced and distributed to visitors to the GATEWAY COUNTY.
- (10) Provide periodic guided hikes that depart from the GATEWAY COUNTY.
- (11) Provide support at local festivals or other GATEWAY COUNTY events to encourage interest in the Florida Trail System, when possible.
- (12) Provide two 18" x 24" metal signs (additional signs are available at \$35.00 per sign) with the Florida Trail Gateway County logo for posting at appropriate entrance locations to the GATEWAY COUNTY.
- (13) Regularly maintain the sections(s) of the Florida Trail System within the GATEWAY COUNTY so that casual day hikers can easily locate and follow it.
- (14) Supply a local FTA chapter contact person to the GATEWAY COUNTY.

ARTICLE IV. GATEWAY COUNTY RESPONSIBILITIES

The GATEWAY COUNTY shall:

- (15) Include the Florida Trail System and the FTA in their promotional materials.
- (16) Make Florida Trail System information available to the public at the COUNTY visitor centers and/or cooperating Chambers of Commerce and provide space for a FTA display or wall mounted poster.
- (17) Work with the local FTA chapter contact person to promote individual, group and commercial memberships in the Florida Trail Association, coordinate periodic guided hikes and events.
- (18) Assist in promoting special designations such as Florida Hiking Trails Month in February and National Trails Day the first Saturday in June.

(19) Monitor the number of visitors (using current tracking and tabulation methods) who are seeking the GATEWAY COUNTY as a destination for hiking.

(20) Attract businesses that support nature-based tourism such as outfitters, hostels, and shuttling services and assure that FTA maps and guides will be available from a business in the GATEWAY COUNTY for visitors to purchase.

(21) Encourage local businesses to provide discounts on accommodations or special weekend packages for visitors who show their FTA membership card.

(22) Install the appropriate number of Florida Trail Gateway County signs, including the two provided by FTA, at the appropriate entrances to the GATEWAY COUNTY, as soon as possible after the execution of this MOU.

ARTICLE V. GENERAL CONSIDERATIONS

(23) Any changes to this MOU must be agreed to in writing by both parties.

(24) **NOTICES:** All notices required or permitted to be given under the terms and provisions of this MOU by one party to the other shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, as follows:

As to the FTA:

Florida Trail Association
ATTN: Florida Trail Gateway Community, Program Director
5415 SW 13th Street
Gainesville, Florida 32608

As to the COUNTY:

Department of Environmental Resources Management
ATTN.: Department Director
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411-2743

or to such other address as may hereafter be provided by the parties in writing. Notices by registered or certified mail shall be deemed received on the delivery date indicated by the U. S. Postal Service on the return receipt.

(25) **TERM OF MOU; EXTENSION:** This MOU shall be for an initial term of ten (10) years, beginning on the date of execution. This MOU may be extended by mutual written agreement of both parties.

(26) **TERMINATION:** This MOU shall terminate automatically unless extended under paragraph twenty-five (25) by mutual written agreement prior to the expiration date of this MOU. Either party may terminate, without cause, its participation in this MOU at any time by providing sixty (60) days prior written notice to the other party.

(27) **RIGHTS OF OTHERS:** Nothing in this MOU, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this MOU.

(28) INVALIDITY OF PROVISIONS: The invalidity of one or more of the phrases, sentences, clauses, or articles contained in this MOU shall not affect the validity of the remainder of this MOU, provided that, in the agreement of both parties, the material purposes of this MOU can be determined and effectuated.

IN WITNESS WHEREOF, the parties have hereunto caused this MOU to be executed by their duly authorized representative(s) on the day and year noted below.

Florida Trail Association, Inc.

Witness: *Fred Davis*

FRED DAVIS
Print Name

Witness: *Nancy Davis*

Nancy Davis
Print Name

By: *Peter S. Durnell*

Peter S. Durnell, President
Florida Trail Association

Gateway County

Attest:
Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

Date: _____

**PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY COMMISSIONERS:**

By: _____
Burt Aaronson, Chair

Date: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: *Richard E. Walsby*
Dir., Environmental Resources Management

By: *[Signature]*
Dir., Parks and Recreation Department

By: *[Signature]*
Ex. Dir., Tourist Development Council

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