

**CANOPY ROAD MANAGEMENT PLAN INTERLOCAL AGREEMENT**  
**BETWEEN LEON COUNTY AND CITY OF TALLAHASSEE**

This agreement made and entered into this 26th of May 1994,  
by and between Leon County, a political subdivision of the State of Florida, hereinafter  
referred to as "County," and The City of Tallahassee, a Florida municipal corporation, hereinafter  
referred to as "City."

WHEREAS, it is of benefit to all citizens of the City and County that both government  
cooperate to Provide efficient and effective services; and

WHEREAS, this agreement is authorized by Florida Statutes, Section 163.01(2); and

WHEREAS, the City and the County recognize that canopy roads are important  
community resources deserving protection and maintenance for the benefit of all citizens; and

WHEREAS, the City and County desire to cooperate in the management of these' valuable  
resources; and

WHEREAS, the City and County Commissions have authorized implementation of the  
Canopy Road Management Plan as approved by the Metropolitan Planning Organization (MPO)  
on August 23, 1993; and

WHEREAS, the approved Canopy Road Management Plan directs that the canopy roads be  
uniformly managed throughout the community, without regard to location, and that the City and  
County jointly implement the plan in a cost effective manner.

NOW, THEREFORE, for and in Consideration of the mutual terms, covenants, and  
conditions herein contained, City and County do hereby contract and agree as follows:

**I. NAME AND FUNCTION OF AGREEMENT**

This agreement shall be known as "The Canopy Road Management Plan Interlocal Agreement."

The function of this agreement is to provide a framework within which the City of  
Tallahassee and Leon County will cooperatively manage Canopy Roads.

## **II. DEFINITIONS**

The following definitions shall apply to this Agreement:

- A. **CANOPY ROAD MANAGEMENT PLAN** means the plan for management of the Canopy Roads in Tallahassee-Leon County Florida, as presented in the November 1992 Canopy Roads Citizens' Committee Report, in three volumes, as amended and approved by the MPO August 23, 1993.
- B. **CANOPY ROAD SYSTEM** means the combined roadways and Canopy Road protection zones listed under "Canopy Road Tree Protection Zones" defined herein.
- C. **CANOPY ROAD TREE PROTECTION ZONE** means all lands within one hundred (100) feet of the centerlines of the following roads:
  - (a) Meridian Road from its intersection with Seventh Avenue to the state fine.
  - (b) Magnolia Drive-Centerville Road-Moccasin Gap Road from their intersection with Seventh Avenue to State Road 59.
  - (c) Miccosukee Road from its intersection with Capital Circle to Moccasin Gap Road.
  - (d) Old St. Augustine Road from its intersection with East Lafayette Street to W. W. Kelley Road.
  - (e) Old Bainbridge Road from its intersection with Raa Avenue to Capital Circle.

## **I. TERM OF AGREEMENT**

- A. The initial term of this agreement shall begin when it is filed with the Leon County Clerk of the Court as set out below, and shall continue for a period of one (1) year from that date.
- B. This agreement shall be automatically renewed for subsequent one-year periods, unless terminated by either party as provided herein.
- C. Either the City or County may terminate the terms of this agreement by written notice, which must be received at least six (6) months in advance of the date of termination, or on October 1st of the applicable fiscal year if funds are not budgeted for the continuation of the agreement.

## **I. STAFF**

- A. The City Urban Forester (Forester) is the City's designated technical staff person responsible for implementation of the Canopy Road Management Plan. The County Canopy Road Coordinator (Coordinator) is the County's designated technical staff person responsible for implementation of the Canopy Road Management Plan.
  
- B. All responsibilities and duties specified herein as being the responsibility of either the Forester, the Coordinator, or other City or County staff as may participate in implementation of the Canopy Road Management Plan are intended to be undertaken throughout the County and the City, without regard to the City corporate limits, unless otherwise specified.
  
- C. Neither party assumes responsibility, by virtue of this agreement, as employer -for the other party's employees related to benefits, rights, or liabilities (including, but not limited to, workers compensation, personal injury to self or others, and negligence) when the employees are working outside of their employees jurisdiction.

## **I. STAFF DUTIES AND RESPONSEBILITEES**

### **A. Forester's Duties**

1. Review and comment on all plans for development or other impact on all roads within the Canopy Road System, inside and outside the city limits, regarding consistency with the Canopy Road Management Plan, impacts to the Canopy Road System, and proposed mitigation. Such comments will be provided to the appropriate reviewing entity depending on the process or type of review being undertaken. Comment will be provided at all stages of review when plan changes may alter the type or degree of proposed impact. The Forester will consult with the Coordinator as appropriate, especially when impacts occur outside of the corporate limits of the City.
  
2. Assume primary responsibility for pursuing acquisition of canopy road easements throughout the Canopy Road System.

3. Assume primary responsibility for coordinating public participation and participation by, focal groups and businesses.

**A. Coordinators Duties:**

1. Implementation of all operations activities as specified in the Canopy Road Management Plan.
2. Implement all maintenance/management activities throughout the Canopy Road System in consultation with the Forester as appropriate.
3. Obtain Permission to engage in management activities along canopy roads, such as tree pruning and planting, on private property as necessary in the course of daily management activities. The Forester and Coordinator will cooperate in acquisition when appropriate and necessary.

**A. Joint Responsibilities of Forester and Coordinator**

1. Canopy Road Management Plan revision, supportive survey work, and establishing operations policy will be accomplished through a cooperative effort of both the Forester and the Coordinator.
2. Analyzing nominations for new canopy roads according to criteria approved by the WO.
3. Cooperating in other activities not specifically assigned in this interlocal agreement.
4. Cooperation and consultation in the overall implementation of the Canopy Road Management Plan.

**A. Other Responsibilities:**

1. The City will provide direct assistance to the Coordinator in the form of limited tree work to be performed by the City tree crew, assistance in canopy road maintenance by the City right-of-way and landscaping crews, and provision of irrigated space in the City tree nursery dedicated to canopy road tree production. The tree nursery space shall be made available to the Coordinator with cooperation and assistance by the City Street Division staff responsible for General nursery

management, however, the Coordinator shall provide all staff necessary to maintain plantings established in the designated nursery space. The degree of participation and scheduling of work, specifically requested by the Coordinator and performed by City crews, shall be at the discretion of the appropriate Division Supervisor; however, all, reasonable efforts to participate in management activities will be made by the appropriate City department. Work performed by City crews not specifically requested by the Coordinator shall not be considered "in kind" services for the purposes of this agreement.

2. All staff involved in reviewing development plans or other impacts to elements of the Canopy Road system shall work together with the Forester and Coordinator to develop implementation procedures for review and comment as provided for herein. The procedures shall be developed to provide an opportunity for comment within the existing time frame allowed for the type of review being applied.

#### **I. FUND**

A. The City will provide funding to the County to support yearly implementation of the Canopy Road Management Plan within the corporate limits of the City.

B. As initial funding, the City will provide:

1) The amount of \$50,000 for the remainder of fiscal year 1994 implementation of Canopy Road Management Plan operations by Leon County, with hazard removal being the priority, on the twenty (20) miles of canopy roads inside the city limits.

2) 30% of the Forester's time to accomplish duties enumerated herein.

3) In-kind services as provided for herein.

4) \$5,000 to fund activities of the Forester as enumerated herein.

#### **CITY FUNDING SUMMARY**

Operations for the remainder of FY 94	\$50,000
30% of Urban Forester's time	\$9,000
Urban Forester's support funding	\$5,000
City in-kind Services	\$10,000
 TOTAL CITY FUNDING FOR THE REMAINDER OF FY 94	 \$74,000

C. After the initial year (the remainder of fiscal year 1994), the City's funding will be based on an analysis performed by the County in which the County will use information gained from fiscal year 1994 to develop an estimate of the costs of implementing the Canopy Road Management Plan within the corporate limits. The estimated cost of implementing the Canopy Road Management Plan shall be presented in terms of how services provided inside the City compare to the level of service being provided on the County portion of the Canopy Road system.

The intent of this agreement is to have services provided inside the City which are equivalent to the type and level of service provided in the County, except that some minor variation is anticipated due to differences between rural and urban sections of the Canopy Road System. Yearly cost projections in terms of cost per mile for implementation of the Canopy Road Management Plan will be developed by the County Public Works Department and presented to the City at the beginning of each budget development cycle. Any requests by the County to increase funding over previous years must include actual costs of operations and other justifications as requested by the City, except that some estimated costs may be used during the first two years of implementation.

D. As initial funding, the county has provided \$224,920 for implementation of the CRMP outside the city limits on 46 miles of canopy roads. Of this, \$113,140 is earmarked for staffing and operating expenses; \$65,000 is for contract hazard d pruning; \$30,150 is for tree planting; and \$16,630 for equipment purchase and design manual.

E. Nothing herein shall be construed so as to compel either the City or County to adopt a budget to fund the Canopy Road Management Plan.

- F. Funding shall be accomplished according to the following mechanism.
1. County Expenditures. The County shall track all expenditures it makes while performing work on the City portion of Canopy Roads. These expenditures will be charged to accounts separate from those made on the County's portion of Canopy roads. On a quarterly basis the County shall request reimbursement from the City for expenditures it makes on City Canopy Roads. The Coordinator shall be responsible for submitting requests for reimbursements to the City.
  2. City In-Kind expenditures. When work is done by City crews, the City shall pay those costs directly and those expenditures, including direct costs only, shall be counted as in-kind participation in the program. The City shall provide quarterly reports to the Coordinator showing direct costs of all in-kind participation.
- A. Separate sets of accounts will be kept for the County and City portions of the Canopy Roads project. The County shall use its project tracking system to designate expenditures made on County Canopy Roads and those made on City Canopy Roads, and to charge those expenditures to appropriate accounts. The Coordinator shall be responsible for maintaining the information required for the project tracking system. The County undergoes an annual independent audit of all of its operations. All receipts and disbursements for the Canopy Roads project will be included in this annual independent audit. A copy of the audit will be provided to the City annually.
- B. The Forester will seek alternative funding for implementation of the Canopy Road Management Plan in the City and the County. Funding from sources such 'as the ISTEA Grant Program, Urban and Community Forestry Grant Program, and similar grant sources WM be pursued.

## **I. PERMITS**

Execution of this agreement shall not exempt Canopy Road Management Plan activities from applicable regulations, rules, or other requirements, which may be necessary to conduct proposed management activities.

**II. PROCUREMENTS AND PAYMENTS**

If procurements are budgeted under this agreement, the Canopy Road Coordinator shall make all procurements and authorize payment to all appropriate vendors.

**III. LIABILITY**

Each party to this agreement will be responsible for negligence of itself, officers, and employees and neither party shall assume liability for the other party.

**IV. COMPLIANCE WITH ALL LAWS AND SEVERABILITY**

Each party agrees that it will perform its obligations hereunder in accordance with all-applicable laws, rules, and regulations now or hereafter in effect. If any term or provision of this agreement shall be found to be illegal or unenforceable by a court of law, then such term or provision shall be deemed stricken and the remaining portions of this agreement shall remain in full force and effect.

**V. ADMINISTRATIVE**

- A. Amendments. This agreement may be amended only by a writing duly executed by the parties with the same formalities as the original agreement. Amendments shall be filed with the Leon County Clerk of the Circuit Court as set out below.
  
- B. Notices. Any notices required by this agreement shall be sent by U. S. Mail, return receipt requested, or by hand delivery, to the following:

<b>For the County:</b> Mr. Parwez Alam County Administrator Leon County Court House 300 S. Monroe Street Tallahassee, Fla. 32301	<b>For the City:</b> Mr. Dan Kleman City Manager City Hall 300 S. Adams St. Tallahassee, Fla. 32301
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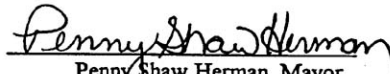
- C. Execution. This agreement shall be executed in triplicate so that each party and the Leon County Clerk of the Circuit Court may have an original.
- D. Effectiveness. This agreement shall be effective from the date it is filed with the Leon County Clerk of the Circuit Court pursuant to Section 163.01(11), Florida Statutes. The County shall be responsible for filing the agreement, and shall provide the City notice of such filing.

IN WITNESS WHEREOF, the parties have executed this agreement, th Canopy Road Management Plan Interlocal Agreement Between Leon County and City of Tallahassee, on the dates set forth below.

Leon County, Florida


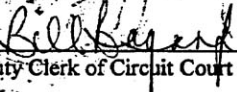
City of Tallahassee, Florida


  
 Anita Davis, Chairman  
 Board of County Commissioners

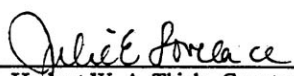
  
 Penny Shaw Herman, Mayor


ATTEST: Dave Lang, Clerk of Circuit Court

ATTEST:

  
 By:   
 Deputy Clerk of Circuit Court  
 Clerk  
 Date: 5/26/94

  
 Robert B. Inzer, City Treasurer-  
 Date: May 20, 1994

Approved as to Form:  
  
 Herbert W. A. Thiele, County Attorney  
 Date: 5-25-94

Approved as to Form:  
  
 James R. English, City Attorney  
 Date: May 11, 1994

APPROVED BY CITY COMMISSION  
April 13, 1994