



MEMO

TO: Mayor and Town Council

FROM: Joseph A. Fivas

DATE: August 4, 2011

SUBJECT: County Request for Urban Forestry Agreement

In 2010, Union County requested that the Town of Indian Trail consider an Interlocal Agreement to assist in the financing of the position of County Urban Forester. This position was formerly paid for by a grant, and the grant has since lapsed. My understanding was that all but two Union County communities (Fairview and Hemby Bridge) have signed an agreement for this service. The other local Union County jurisdictions are charged on a per capita basis.

The Town of Indian Trail has used this Urban Forestry position extensively in the past, and has received very good service. In 2010, Union County's municipal share was budgeted at \$30,000, and Union County had an expense of \$30,671.

In October of 2010, the Town Council requested staff to negotiate with the County to find an appropriate per hour fee for this service. The County and Town Manager have agreed to a per hour rate of \$35.00. In a normal year, we would expect this service to cost approximately \$2,000 to \$3,000 per year. This is less than the \$6,454 per capita basis that was originally proposed by Union County. I have attached the Interlocal Agreement for your review.

Recommendation:

The Town of Indian Trail has received very good service from the Urban Forestry position. We have often utilized this service and found it to be helpful in delivering services to community residents and businesses. The Urban Forestry position does have an active role in our Parks, Tree, and Greenway Committee, and spends a great deal of time on Indian Trail educational

projects. Since, we have utilized this position as essentially a contracted employee I find merit to having a per hour rate to pay the County for these services. This would allow the Town to utilize the services on an 'as requested basis', and potentially save the Town funds. I would recommend approval of this Interlocal Agreement.

jaf

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT

COUNTY OF UNION

THIS AGREEMENT, is made and entered into this the ___ day of _____, 2011, by and between Union County, a political subdivision of the State of North Carolina, (hereinafter "the County") and the Town of Indian Trail, a North Carolina municipality, (hereinafter "the Town").

WITNESSETH:

WHEREAS, the County employs an urban forester; and

WHEREAS, the Town desires to, from time to time, obtain the services of said urban forester and is willing to pay for such services as provided herein; and

WHEREAS, this Agreement is made under the authority of N.C. Gen. Stat. § 160A-460 et seq.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. In general, the urban forester position is able to provide the following services to the extent that he/she is capable:

- A. **Tree Checks** - field visits for citizens and municipal staff about safety, health and management of trees;
- B. **Needs Assessment for Municipalities** - analyze current codes, staffing, tree preservation during development, natural resource management, and environmental issues, creating outlines and strategies, and providing leadership for improving overall tree management;
- C. **Expert Witness** - service to municipalities for conditional use permitting process and zoning compliance;
- D. **Public Education** - presentations, provision of materials and other resources to interested parties about the social, economic and environmental benefits of trees and the need for management, low impact development, smart growth, conservation subdivisions, green infrastructure, tree protection during development, and tree ordinances;
- E. **Subdivision Outreach Program** - neighborhood education about tree issues within a particular subdivision;
- F. **Professional Consultation** - advice regarding reforestation, landscape and grounds management, landscape design, parks, streetscapes, and other efforts requiring the advice of an urban forester;

- G. **Board Service** - service as an ex-officio member of tree boards, beautification committees, park committees, etc.;
- H. **Ordinance Development** - working with staff and citizens to create new ordinances regarding development and tree preservation;
- I. **Ordinance Revision** - working with staff or civic boards to examine current codes, and to make improvements in the science and management of municipal natural resources;
- J. **Ordinance Implementation** - site visits and planning meetings regarding compliance with existing codes, policies regarding the preservation and reforestation of trees, and landscaping requirements on development sites;
- K. **Education & Program Development** - assisting municipal government through leadership, information dissemination and public outreach (i.e. Earth Day, Arbor Day), Tree City USA projects, tree inventory strategies, and staff training on tree and environmental issues;
- L. **Grant Projects** - working with staff or citizens to create ideas and submit project proposals for grant funding through the federal Urban & Community Forestry Grant Program, or other funding sources; and
- M. **Technical Plan Review** - review of construction and development plans to determine regulatory compliance.

2. The term of this Agreement shall begin on July 1, 2011 and shall continue until June 30, 2012. On each July 1st thereafter, this Agreement shall automatically renew for subsequent, successive one year terms unless either party gives the other party written notice of an intent not to renew at least sixty (60) days in advance of the July 1st automatic renewal date. Notwithstanding the above, the County may terminate this Agreement without cause at any time upon written notice to the Town.

3. The Town may request services from the urban forester. In consideration of the services of the urban forester, a Union County employee, the Town shall pay the County Thirty Five Dollars (\$35.00) per hour that the urban forester spends in fulfilling the request. Payments are due within thirty (30) days of the Town's receipt of an invoice from the County. Payments shall be sent to the address indicated on the invoice. If the County's costs in continuing the urban forester position increase, the County may increase the aforementioned per hour charge by giving the Town notice of such increase no later than the April 1st immediately preceding the July 1st automatic renewal date for which the increase will be effective. If the County increases the charge to be paid by the Town, then the Town may terminate this Agreement by giving sixty (60) days notice in advance of the automatic renewal date as described in Section 2 above.

4. The parties agree that the urban forester may not give an opinion that is not made at the request of the County on any action that may influence property owned or occupied by the County without first consulting with the Union County Board of Commissioners.

5. This Agreement may be supplemented, amended or revised only in writing by agreement of the parties to this Agreement.

6. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand or by mail to the other party to this Agreement, addressed to the party's clerk.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year above written.

TOWN OF INDIAN TRAIL:

Attest: _____ By: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director

UNION COUNTY:

Attest: _____ By: _____
Lynn West, Clerk to the Board Cynthia A. Coto, County Manager

