



City of Palo Alto

City Council Staff Report

(ID # 6021)

Report Type: Consent Calendar

Meeting Date: 10/5/2015

Summary Title: Contract Amendment No. 1 with Canopy to Implement Urban Forest Master Plan Year

Title: Approval of Amendment No. 1 to Contract #C14153485 with Canopy, for an Additional Amount of \$45,000 for the Second Year of a Three Year Term for a Total Amount Not to Exceed \$399,630 for Implementation of Urban Forest Master Plan Programs 1.D.i: 'Analysis of North-South Palo Alto Canopy Disparity', and 3.B.1: 'Recommendations for Reducing Tree and Sidewalk Conflicts'.

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council approve and authorize the City Manager or his designee to execute Amendment No. 1 (Attachment A) to add \$45,000 to Contract C14153485 with Canopy for a total contract amount not to exceed \$399,630, for the completion of Urban Forest Master Plan Programs 1.D.i: Analysis of North-South Palo Alto Canopy Disparity and 3.B.1: Recommendations for Reducing Tree and Sidewalk Conflicts.

Background

On March 7, 2014, the City Council approved a three-year sole source contract with Canopy (Staff Report #4468) to support Palo Alto's urban forestry programs and events by:

- Serving as a comprehensive information source about Palo Alto trees
- Educating and motivating Palo Alto residents to plant, care for and celebrate trees
- Maintaining a credible, professional identity and high public visibility in support of the Palo Alto urban forest

- Assisting the City of Palo Alto in its planning and performance of urban forestry programs on an ongoing basis
- Conducting assessments of the health of recently planted street trees
- Administering the Utilities Department's Right Tree in the Right Place program

Discussion

The City's first Urban Forest Master Plan (UFMP) was adopted by Council on May 11, 2015, and mandates the Urban Forestry Division complete 28 new programs during the first year of the ten-year master plan. Two of the 28 programs, 1.D.i, and 3.B.i. will require significant research and extensive exploration to complete.

Program 1.D.i involves investigating reasons for less canopy in South Palo Alto and developing strategies to end the trend of decreasing canopy in this area. Research will include the evaluation of:

- Development review procedures
- Maintenance activities and contracts
- Property-owner objections to street trees
- Prohibitive physical conditions such as soil type, absence of planting strip, etc.

Program 3.B.i. involves exploring alternatives beyond matching growth characteristics to planting site conditions to avoid root damage to sidewalks by exploring root barriers and additional solutions such as:

- Meandering sidewalks around trees
- Suspending sidewalks above tree roots
- Replacing concrete sidewalks with recycled rubber sidewalks

This information will supplement the Sidewalk Capital Improvement Program Assessment that is being conducted in FY 2016 to develop recommendations for goals and priorities related to sidewalk repairs and replacements throughout the City.

Methodology for both programs will include research analysis, interviews, community meetings and potential pilot or model projects. Deliverables for both

research projects will be reports recommending methods and alternatives to reduce conflicts and improve operations by detailing or providing:

- An outreach program to ensure residents, property owners and business owners understand how their decisions affect the canopy and encourage them to plant trees
- New planting sites
- Policies to ensure staff and contractors performing maintenance in South Palo Alto understand the City's priorities
- Recommendations of alternatives based on best management practices
- Performance and cost data for solutions, citing existing locations and possible differences to Palo Alto
- Standard details and conditions of approval for solutions
- Permit language for uses such as encroachment permits
- Fee structures for inspections of the various solutions
- A list of vendors who sell or install solutions, alternate or similar products, and consumer comparisons

Completion of Program 1.D.i. will satisfy Policy 1.D. in the UFMP, which states Palo Alto shall "Strive for canopy equity by prioritizing areas in which the UC Davis report indicated a decrease between 1982 and 2010." Similarly, completion of Program 3.B.i. will satisfy Policy 3.B. to "Ensure exhaustive exploration into the common concerns that emerged from the responses to the Master Plan survey and ensure that the resulting information is well communicated."

Canopy is specifically mentioned as a partner in the Goals, Policies and Programs throughout the UFMP and several Year 1 programs are listed in their current scope of services. Due to the scope and expertise needed to complete Programs 1.D.i. and 3.B.1, staff feels these programs are best suited for Canopy to complete as Canopy has a relationship deeply rooted with the residents of Palo Alto and they have the unique expertise, proven experience, professional stature and key personnel to provide this level of service to the City of Palo Alto.

Canopy has provided the following quotes for completion of Programs 1.D.i. and 3.B.i. with cost estimates of \$27,000 and \$18,000, respectively.

Resource Impact

Funding for the analysis of North-South Palo Alto Canopy Disparity (\$27,000) is available in the Public Works Department's General Fund budget and funding for the Recommendations for Reducing Tree and Sidewalk Conflicts (\$18,000) resides in CIP PO-89003, Sidewalk Repairs.

Policy Implications

This recommendation does not represent any change to existing City policies.

Environmental Review (If Applicable)

The recommended action is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(h) (maintenance of existing landscape).

Attachments:

- Attachment A - C14153185 Canopy Amendment 1 (PDF)

**AMENDMENT NO. ONE TO CONTRACT NO. C14153485
BETWEEN THE CITY OF PALO ALTO AND
CANOPY**

This Amendment No. One to Contract No. C14153485 (“Contract”) is entered into September 4, 2015, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and Canopy, a nonprofit organization, located at 3921 East Bayshore Road, Palo Alto, CA 94303, Telephone Number: 650-964-6110 (“Contractor”).

RECITALS

A. The Contract was entered into between the parties for the provision of serving as a comprehensive information source about Palo Alto trees and educating, motivating, and assisting the residents and City to plant, care for, and celebrate trees.

B. The parties wish to amend the Contract by increasing the compensation from Three hundred fifty four thousand six hundred thirty Dollars (**(\$354,630.00)**) to a not to exceed total amount of Three hundred ninety nine thousand six hundred thirty Dollars (**(\$399,630.00)**) for services as specified in Exhibit “A-1 and Exhibit “A”.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1. Section 1, SCOPE OF SERVICES is hereby amended to read as follows:

“CONTRACTOR shall perform the Services described in the attached Exhibit “A-1” as an addition to the Scope of Services described in “Exhibit A” of the original Contract and in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY”

SECTION 2. Section 5, COMPENSATION FOR ORIGINAL TERM is hereby amended to read as follows:

“CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:
A sum calculated in accordance with the fee schedule set forth in Exhibit C-1(which replaces Exhibit “C” of the original contract), not to exceed a total maximum compensation amount of Three Hundred Ninety nine Thousand six hundred thirty dollars(\$399,630.00) for all three years.

SECTION 3. The following exhibit(s) to the Contract is/are hereby amended to read as set forth in the attachment(s) to this Amendment, which are incorporated in full by this reference:

- a. Exhibit "A-1" SCOPE OF SERVICES
- b. Exhibit "B-1" SCHEDULE OF PERFORMANCE
- c. Exhibit "C-1" SCHEDULE OF FEES

SECTION 4. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

CITY OF PALO ALTO	CANOPY
_____	DocuSigned by:
City Manager	By: Catherine Martineau
	<small>B35C891DD7F14E5...</small>
	Name: Catherine Martineau
APPROVED AS TO FORM:	Title: Executive Director

Senior Asst. City Attorney	

Attachments:

- EXHIBIT "A-1" SCOPE OF SERVICES
- EXHIBIT "B-1" SCHEDULE OF PERFORMANCE
- EXHIBIT "C-1" SCHEDULE OF FEES

EXHIBIT "A-1" Scope of services Amendment No. 1

The Palo Alto City Council recently adopted Palo Alto's first Urban Forest Master Plan. To assist the Urban Forestry Section with the plan's implementation of year 1 programs, Canopy shall provide services to carry out Program 1. D. i. and 3. B. i. described below.

1. Program 1. D. i. North-South Canopy Disparity

The Urban Forest Master Plan includes a study conducted by Dr. Xiao of UC Davis that provides tree canopy cover rates for the neighborhoods of Palo Alto in 1982 and 2010. While the total canopy cover rose from 32.8% in 1982 to 37.6% in 2010, most of the increase in canopy cover happened in North Palo Alto neighborhoods, while tree cover in most South Palo Alto neighborhoods stagnated or even decreased.

The goal of this program is to strive for canopy equity between North and South Palo Alto by prioritizing areas identified by Dr. Xiao's report where canopy cover decreased between 1982 and 2010.

a. Methodology

- i. Review UC Davis data, maps, and documents that can shed light on the reasons for canopy disparities. Interview professionals (arborists, planners, etc., current and past.)
- ii. Reach out to community leaders and members to gather property owners and residents' feedback on South Palo Alto tree canopy cover, perceived objections to street and property trees, and preferred solutions.
- iii. Visit representative sites.
- iv. Meet regularly with the City of Palo Alto Public Works Urban Forestry Project Manager to review progress, receive feedback, and discuss major findings such as proposed tree canopy goals and timeframe.

b. Deliverables

- i. Report (electronic format draft and final, two printed copies of final report) addressing the following:
 - Catalog of reasons for lower canopy cover in South Palo Alto (such as physical conditions, development, tree maintenance, residents' behaviors, etc.)
 - Evaluation and prioritization of possible solutions for each.
 - Proposed canopy cover goal for each neighborhood by agreed upon date.
 - Define strategy for reaching proposed goal, including outreach program to residents, residential and commercial property

- owners, City staff and contractors.
- Evaluate opportunities for the creation of new public right of way and parks planting sites.
- Detailed plan for first two years' implementation.
- ii. Community outreach, including:
 - Online survey
 - Residents interviews
 - Two community meetings (one at the beginning of the process, the other to present results and draft recommendations)

2. Program 3. B. i.

The goal of Program 3. B. i. of the Urban Forest Master Plan is to explore and recommend ways to avoid tree root damage to sidewalks. It is an important component of the toolbox needed to achieve the plan's overall canopy cover goals.

a. Methodology

- i. Interview Public Works Public Services and Engineering staff to understand issues and needs in particular with regards to the sidewalks CIP project.
- ii. Conduct brief literature review to identify promising solutions. Conduct phone interviews with other communities staff to gather pros and cons. Build list of relevant criteria.
- iii. Assess success of past pilot projects involving innovative sidewalk alternatives.
- iv. Gather specs and cost information from vendors.
- v. Assemble a focus group to gauge resident and business perceptions and preferences.

b. Deliverables

- i. Report (electronic format draft and final, two printed copies of final report) addressing the following:
 - Performance and cost data for solutions citing locations they were applied and possible differences to Palo Alto (ex: rubber pavers may perform differently because of climate)
 - Standard details and conditions of approval for solutions

- Permits or permit language for uses such as encroachment permits
- Fee structures associated with inspection of solutions
- Vendors who sell or install solutions, alternate or similar products, and consumer comparisons

ii. Community outreach:

- Focus groups will be used

**EXHIBIT B-1
SCHEDULE OF PERFORMANCE
AMENDMENT NO.1**

CONTRACTOR shall perform the Services so as to complete each task within the time period specified below. The time to complete each task may be increased or decreased by mutual written agreement of the project managers for CONTRACTOR and CITY so long as all work is completed within the term of the Agreement. Upon request CONTRACTOR shall provide a detailed schedule of work consistent with the schedule below.

Task	Completion Date
1. Program 1. D. i. Analysis of North-South Canopy Disparity (Final Draft)	May 31, 2016
2. Program 3. B. i. Recommendations for Reducing Tree and Sidewalk Conflicts (Final Draft)	May 31, 2016

**EXHIBIT C-1
SCHEDULE OF FEES**

CITY shall pay CONTRACTOR according to the following rate schedule. The maximum amount of compensation to be paid to Contractor, including both payment for services and reimbursable expenses, shall not exceed One hundred eighteen thousand two hundred ten Dollars (\$118,210.00) per year for a total not to exceed \$354,630.00 for all three years. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to City.

Canopy Staff	Hourly Rate \$
Executive Director	110.00
Program Director	65.00
Communication & Development Director	65.00
Education and Community Outreach Manager	40.00
Program Coordinator	40.00
Administrative Associate	40.00
Interns/ Youth Staff	23.00
Volunteers (Palo Alto only)	25.00

AMENDMENT NO. 1 COMPENSATION:

CONTRACTOR shall perform the tasks as described and budgeted below. CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for the Services including reimbursable expenses, does not exceed \$45,000. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

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|---|----------|
| 1. Program 1. D. i. Analysis of North-South Canopy Disparity | \$27,000 |
| 2. Program 3. B. i. Recommendations for Reducing
Tree and Sidewalk Conflicts | \$18,000 |

Original Contract (Staff ID No.4468)	\$354,630.00
Amendment No.1 (Staff ID No. 6021)	\$45,000.00
Total Compensation: Not to exceed	\$399,630.00