



City of Palo Alto

City Council Staff Report

(ID # 7391)

Report Type: Consent Calendar

Meeting Date: 1/23/2017

Summary Title: Contract Amendment No. 2 with Canopy

Title: Approval of Amendment Number Two to Contract Number C14153485 With Canopy, for an Additional Amount of \$81,552 for a Total Amount Not-to-exceed \$481,182 to Administer a Crowdsourced Tree Data Platform to Advance Programmatic Initiatives in the Urban Forest Master Plan, and Continue Basic Contract Services Through a Three-month Extension Term to June 30, 2017

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. 2 (Attachment A) to add \$81,552.50 to Contract C14153485 with Canopy for a total contract amount not to exceed \$481,182.50, to administer a crowdsourced data platform to advance programmatic initiatives in the Urban Forest Master Plan, and continue basic contract services through a three-month extension to June 30, 2017.

Background

In May 2015 Council adopted the Urban Forest Master Plan (UFMP), a ten-year plan addressing the state of Palo Alto's tree canopy and providing recommendations for more efficient and innovative management. Over fifty new programs were recommended to be completed over the first three years to improve or advance outreach, education, research, policy development, partnerships, and technological acquisitions.

Canopy, the City's nonprofit partner, has been a vital partner in development, completion and adoption of the UFMP plan and constituent group draft revisions. On March 7, 2014 City Council approved a three-year sole source contract with

Canopy (CMR #4468) to support Palo Alto's urban forestry programs by serving as a comprehensive information source about trees. With implementation of UFMP Year One programs simultaneously underway during the second year of Canopy's contract, Amendment No. 1 (CMR #6021) was executed on October 5, 2015, adding scope and \$45,000 to complete two programs staff did not have the resources to complete: "Analysis of North-South Palo Alto Canopy Disparity" and "Recommendations for Reducing Tree and Sidewalk Conflicts". Reports evaluating solutions and defining strategies for each were presented to Urban Forestry on May 31, 2016, satisfying completion of both programs.

Discussion

Year Two implementation of the UFMP requires Urban Forestry complete nine new programs, including Program 4.G.iii., "Develop open portals for data entry as a way of engaging the community as partners in stewardship and improving data currency and accuracy". A collaborative data platform to crowdsource tree data will be obtained to engage the community to advance these initiatives, however delivering and administering this platform will require significant research, testing and marketing.

Goals to be achieved through administering a collaborative platform to collect tree data include:

- Increasing the tree inventory database by collecting data on trees in designated open spaces and private property
- Encouraging the public to take an interest in trees through inventorying newly planted trees, and reviewing and auditing existing tree data to resolve inaccuracies
- Analyzing ecosystem services on additive trees and communicating these benefits to the public
- Improving stewardship through tracking tree health and care
- Informing policy creation and guiding development of incentive programs
- Influencing planting decisions and incentivizing property owners to plant trees that maximize environmental benefits
- Increasing trees planted in south Palo Alto
- Timely distribution of urban forestry information to the public (i.e., FAQ's)

Methodology will include identifying CPA Urban Forestry programs and initiatives where open-source mapping will enhance or advance them, outlining how to

inject and launch data collection via open data portals for each program or initiative and include milestones for each, piloting the system in south Palo Alto, and creating a plan for software deployment.

Deliverables will include an open source data platform; integration of existing tree inventory data into the open source platform; a well-defined list of specifications for using open source data to advance individual programs (e.g. South Palo Alto planting program); outreach to residents, commercial and institution landowners in the form of social media; an educational workshop, seminar or equivalent to introduce the public to the platform; and recommendations for future platform customization.

Staff recommends adding scope and funding to Canopy's contract as Amendment No. 2 to complete Program 4.G.iii., since Staff does not have the resources to complete this program. Canopy is deeply rooted with the residents of Palo Alto and has the unique expertise, proven experience, professional stature and key personnel to provide this service.

Canopy's contract will expire on March 30, 2017. Amendment No. 2 will also extend the contract term from March 30, 2017 to June 30, 2017, allowing more time to complete the expanded scope of work. Canopy will continue to provide basic services during this three month extension at current contract rates, including serving as a comprehensive information source on Palo Alto's trees, educating residents to plant and steward trees, assisting urban forestry programs, conducting assessments of the health of street trees, and administering the Utility Department's 'Right Tree in the Right Place'.

Canopy provided a quote of \$52,000 to complete Program 4.G.iii, and \$29,552.50 to continue basic contract services during the three-month term extension.

Resource Impact

\$200,000 was appropriated for the second year of the UFMP as part of the Fiscal Year 2017 Adopted Operating Budget in order to fund the projects outlined in Amendment 2 of the contract.

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:

- C14153485CanopyAmendmentNo.2-Final-Revised121916-Clean Copy

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

This Amendment No. Two to Contract No. C14153485 (“Contract”) is entered into January 9, 2017 by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and CANOPY a California corporation, 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. The Contract was amended in September 2015, by Amendment No. One, to increase the not-to-exceed amount to Three hundred ninety-nine thousand six hundred thirty Dollars (\$399,630.00), and to modify the scope of services by adding additional services.

B. The parties wish to amend the Contract again by increasing the compensation from Three hundred ninety-nine thousand six hundred thirty Dollars (\$399,630.00) to a not-to-exceed total amount of Four hundred eighty-one thousand one hundred eighty-two dollars and fifty cents (\$481,182.50) for services as specified in Exhibit “A-2”, “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-2” as an addition to the Scope of Services described in Exhibit “A-1” of Amendment No. One and “Exhibit A” of the original Contract, and in accordance with the terms and conditions contained in the Contract and this Amendment No. Two. The performance of all Services shall be to the reasonable satisfaction of CITY.”

SECTION 2. Section 3, **TERM** is hereby amended to read as follows:

“The term of this Agreement is from April 1, 2014 to June 30, 2017 inclusive, subject to the provisions of Sections Q and V of the General Terms and Conditions.”

SECTION 3. 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-2 as an addition to Exhibit C-1 (which replaced Exhibit "C" of the original contract), not-to-exceed a total maximum compensation amount of Four Hundred Eighty-One Thousand One Hundred Eighty-Two dollars and Fifty cents (\$481,182.50) over the term of the Contract.

CONTRACTOR agrees that it can perform the Services for an amount not-to-exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY."

SECTION 4. The following exhibits to the Contract are hereby added to read as set forth in the attachments to this Amendment, which are incorporated in full by this reference:

- a. Exhibit "A-2" entitled "SCOPE OF SERVICES"
- b. Exhibit "B-2" entitled "SCHEDULE OF PERFORMANCE"
- c. Exhibit "C-2" entitled "SCHEDULE OF FEES"

SECTION 5. 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

City Manager

Officer 1

DocuSigned by:
By: *Catherine Martineau*

Name: Catherine Martineau

Title: Canopy Executive Director

APPROVED AS TO FORM:

Officer 2 (Required for Corp. or LLC)

City Attorney or Designee

DocuSigned by:
By: *Sally O'Neil*

Name: Sally O'Neil

Title: Chair of Canopy Board

Attachments:

- EXHIBIT "A-2" SCOPE OF SERVICES
- EXHIBIT "B-2" SCHEDULE OF PERFORMANCE
- EXHIBIT "C-2" SCHEDULE OF FEES

**EXHIBIT A-2
SCOPE OF SERVICES
AMENDMENT NO. 2**

CONTRACTOR shall provide services described below:

Task 1: Urban Forest Master Plan Program 4.G.iii: *Develop open portals for data entry as a way of engaging the community as partners in stewardship and improving data currency and accuracy*

PURPOSE and GOALS

CONTRACTOR will administer a collaborative data platform to engage the community in crowdsourcing tree information that will be used to educate the public, analyze Palo Alto's urban forest and calculate ecosystem services, and advance programmatic initiatives in the Urban Forest Master Plan.

Goals to be achieved through administering a collaborative platform to collect and view tree data include:

1. Increasing the tree inventory database through collecting data on trees in designated open spaces and private property
2. Encouraging the public to take an interest in trees through inventorying newly planted trees, and reviewing and auditing existing tree data to resolve inaccuracies
3. Analyzing ecosystem services on additive trees and communicating these benefits to the public
4. Improving stewardship through tracking tree health and care
5. Informing policy creation and guiding development of incentive programs
6. Influencing planting decisions and incentivizing property owners to plant trees that maximize environmental benefits
7. An increase in trees planted in south Palo Alto
8. Timely distribution of urban forestry information to the public (e.g. FAQ's)

METHODOLOGY

1. Identify programs and initiatives where open-source mapping will enhance or advance the program. Outline how to inject and/or launch data collection via open data portals for each program or initiative and include milestones for each.

Programs may include and are not limited to:

- Young Tree Care Survey
- Oakwell Survey
- Neighborhood Tree Walks
- South Palo Alto Planting Campaign
- Arbor Day
- Mayor's Tree Planting
- Teen Forester Program Training

- Private property trees and utility easements (incentive and assistance programs)
- Tree Identification
- Park Rangers/Open Space programs (school curriculums)

2. Create a Plan for Software Deployment:

- Research Open Source Data Platforms and vendors
- Coordinate demonstrations and webinars
 - Test/Demo software options
- Recommend selection of platform and vendor
- Determine Attributes
- Administer TreeKeeper data assimilation
- Collect and enter pilot quantity of data
 - Specify debugging and software modification
- Conduct field verification of data and perform quality control

3. Engage the Public and CPA Staff in open data:

- Provide outreach to residents (neighborhood associations, social media, etc.)
- Provide outreach to commercial and institutional landowners (businesses, school district, faith communities, among others)
- Market the platform via social media and Canopy newsletter
- Conduct an educational workshop or seminar to introduce open source mapping
- Pilot crowdsourcing data for south Palo Alto planting project and other identified initiatives (i.e., neighborhood tree walks, Arbor Day, etc.)

DELIVERABLES

- An open source data platform*
- Integration of existing tree inventory data into the open source platform
- A well-defined list of specifications for using open source data to advance individual programs (e.g. South Palo Alto planting program)
- Outreach to residents, and commercial and institution landowners in the form of social media
- An educational workshop, seminar or equivalent to introduce the public to the platform
- Recommendations for future platform customization

*software platform to be purchased by CPA Public Works Department, Urban Forestry Division

Task 2: Continue to provide services as described in the Scope of Services (Exhibit A of the original contract)

- Serve as a comprehensive information source about Palo Alto's trees
- Educate and motivate Palo Alto residents to plant, care for and celebrate trees

- Maintain a credible, professional identity and high public visibility in support of the Palo Alto urban forest
- Assist the City of Palo Alto in its planning and performance of urban forestry programs on an ongoing basis
- Conduct assessments of the health of recently planted street trees
- Administer the Utility Department's 'Right Tree in the Right Place' program

**EXHIBIT B-2
SCHEDULE OF PERFORMANCE
AMENDMENT NO.2**

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 4.G.iii. Develop open portals for data entry as a way of engaging the community as partners in stewardship and improving data accuracy.	June 30, 2017
2. Continue to provide services as described in the Scope of Services, attached as Exhibit A of the original contract.	June 30, 2017

**EXHIBIT C-2
SCHEDULE OF FEES
AMENDMENT NO. 2**

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 the amounts set forth in Sections 5 and 6 of the Agreement. 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.

DESCRIPTION OF TASK	NOT TO EXCEED COMPENSATION PER TASK INCLUDING REIMBURSABLES
1. Create a plan for software deployment and provide training, education, public outreach, marketing materials and inspection associated with UFMP Program 4.G.iii: 'Develop open portals for data entry as a way of engaging the community as partners in stewardship and to improve data currency and accuracy'	\$52,000
2. Continue to provide services as described in the Scope of Services, attached as Exhibit A of the original contract	\$29,552.50
Total Compensation for Amendment No. 2:	\$81, 552.50