

**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.

<b>CITY OF PALO ALTO</b> DocuSigned by: <i>Ed Swkada for Tim Keene</i> F2DCA19CCC8D4F9... <b>City Manager</b>	<b>CANOPY</b> DocuSigned by: <b>Catherine Martineau</b> B35C891DD7F14E5... <b>By:</b> Catherine Martineau <b>Name:</b> Executive Director <b>Title:</b>
<b>APPROVED AS TO FORM:</b> DocuSigned by: <i>Albert S Yang</i> 15B6C45220134DC... <b>Senior Asst. City Attorney</b>	

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.

<b>Task</b>	<b>Completion Date</b>
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.

<b>Canopy Staff</b>	<b>Hourly Rate \$</b>
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<br>Tree and Sidewalk Conflicts | \$18,000 |

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