

City of Piedmont
COUNCIL AGENDA REPORT

DATE: April 21, 2008

FROM: Ann Swift, City Clerk / MIS Director

SUBJECT: **Approval of an Agreement with The Kenerson Group in the Amount of \$8,600 for TreeWorks Computer Software to Manage Information and Claims Arising from the City's Urban Forest as Previously Approved in the FY 07-08 Budget**

RECOMMENDATION

Approve the attached agreement with The Kenerson Group for purchase of TreeWorks software (a tree management program) as previously approved in the FY 07-08 budget, in the amount of \$8600.

BACKGROUND

The City of Piedmont maintains an urban forest of several thousand street trees of various species. Some of these species are not well suited to their physical surroundings, which results in damage to private and public property. To this point, there has been no way to track and analyze tree claims to provide useful information to staff when making budgeting proposals or when determining the types of trees to be planted.

Purchase of the TreeWorks software will allow staff to track the health of street trees, produce reports on the types of trees that cause the most claims and the locations most prone to claims, and make better budgetary recommendations based on that information.

After evaluating several programs, TreeWorks is the recommendation because:

- It is the most robust product for tree management available
- Existing data on trees can easily be put into TreeWorks
- It will integrate seamlessly with the City's GIS
- Its mobile component allows staff to input data in the field, allowing for additional flexibility.
- Staff worked with The Kenerson Group to help design its Claims module.

If you approve this purchase, Information Systems staff will work with The Kenerson Group through the installation process. Once the system is operating, tree data will be updated and claims data will be entered into the system.

CONTRACT

This Contract made July 1, 2008, between the City of Piedmont, California, a municipal Corporation, 120 Vista Avenue, Piedmont, California 94611, referred to as "City" and **The Kenerson Group**, hereinafter referred to as "Independent Contractor".

1. City is a municipal corporation which needs certain professional services performed as more specifically set forth hereafter.
2. Independent Contractor agrees to perform these professional services for City under the terms and conditions set forth in this Contract.
3. Services

The Independent Contractor shall provide TreeWorks tree inventory and management software as set forth in the Independent Contractor's quote dated April 6, 2008, which is attached hereto and incorporated herein by reference.

4. Compensation

City will pay Independent Contractor an amount not to exceed Eight-thousand six hundred dollars (\$8,600) for software and data conversion as more specifically set forth in the Independent Contractor's proposal dated April 6, 2008 which is attached hereto and incorporated herein by reference.

5. Term

The term of this Contract related to the use of sewer management software shall be for one year (1 year) with data conversion also occurring within that period.

6. Contractual Relationship

The parties intend that an Independent Contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor nor any employees of Independent Contractor are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other cities, persons or entities while it is under Contract with City. Independent Contractor shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

7. Assignability

Independent Contractor shall not assign, delegate, or transfer any interest in this agreement nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City.

8. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

9. Notices

Any notices to be sent pursuant to this Contract shall be directed to City as 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at 2342 Main Street, Athol, MA 01331, or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

10. Governing Law

This Contract shall be governed by the laws of the State of California.

11. Attorney's Fees

In the event of legal action by one party against the other relating to this contract, the prevailing party shall be entitled to reasonable attorney's fees and costs as allowed by the Court.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT:

THE KENERSON GROUP

By: _____
Abe M. Friedman, Mayor

By: _____

Attest: _____
Ann Swift, City Clerk

Approved as to form and legality:

George S. Peyton, Jr., City Attorney

John Tulloch

City of Piedmont
120 Vista Avenue
Piedmont, California 94611



Contact

Quote Description

Kristopher Armstrong

TreeWorks Basic GIS Tree Inventory and Management Software

To better serve our customer base, TreeWorks was developed as a standard extension to ArcView. This approach has allowed us to develop a tree management system used by those with no prior GIS experience without limiting the power and flexibility of a true GIS environment.

item description	price (\$)
Qty 2 TreeWorks Basic*	\$ 6,000
Conversion of existing data into the TreeWorks data model	\$ 2,000
1 st Year of unlimited phone and software upgrades***	No charge

*** TreeWorks Basic includes the following desktop and mobile functionality**

- Add/identify tree information
- Assign maintenance tasks to individual trees
- Fully customizable configuration tool
- Inventory Analysis and Reporting
- Work flow management
- On-line help documentation
- TreeWorks Mobile for field data collection

*****Yearly maintenance fee of \$600 includes unlimited phone support and software upgrades. (1st year of support and software upgrades is included in the purchase of TreeWorks Basic)**

- TreeWorks Software upgrades
- New documentation and documentation updates
- Technical support of TreeWorks and ArcGIS
- Technical support and documentation for field data collection
- Technical support for ArcPad
- Technical support for report generation and inventory analysis