

EM SUBMISSION NO.: EME4622014
PRESENTED: 8-21-14
ADOPTED: 9-10-14

Resolution to Authorize Appropriate City of Flint Officials to Amend the July 15, 2012, Memorandum of Understanding Executed Between the City of Flint and the Genesee Conservation District to Allocate Funds Required to Conduct a Street Tree Inventory

BY THE EMERGENCY MANAGER:

July 15, 2012, a Memorandum of Understanding (MOU) was executed between the City of Flint and the Genesee Conservation District to develop a partnership to maintain and manage the urban forestry inventory, manage contracts for annual hazardous tree removal, maintain a wood reutilization effort, and perform community plantings throughout the City of Flint.

The Department of Public Works desires to allocate funding to the Genesee Conservation District in an amount not-to-exceed one hundred twenty-five thousand six hundred dollars (\$125,600) to conduct a street tree inventory as detailed in the MOU agreement to collect street tree data to maintain an active street tree inventory. The data will be analyzed and utilized to develop a tree management program that will enable the City to prioritize, schedule, and budget effectively for the maintenance and preservation of the City's street tree system. One hundred thirteen thousand six hundred dollars (\$113,600) will be allocated to perform the street tree inventory and the remaining twelve thousand dollars (\$12,000) allocated for contract administration, oversight, monitoring, and data surety.

The Department of Public Works is requesting authorization for appropriate City of Flint officials to amend the July 15, 2012, Memorandum of Understanding to allocate funds in the amount not-to-exceed \$125,600 to conduct a street tree inventory. Funding for said MOU amendment shall be made available from the following accounts:

<u>Amount</u>	<u>Account Number</u>	<u>Fund</u>
\$24,600	202-449.215-801.000	202 Major Street Fund
\$45,000	203-449.215-801.000	203 Local Street Fund
\$56,000	208 Park Fund	Fund Balance

IT IS RESOLVED, appropriate City officials are authorized to do all things necessary to amend the July 15, 2012, MOU between the City of Flint and the Genesee Conservation District to allocate \$125,600 from the accounts, and in the amounts, indicated above for contract administration, oversight, monitoring, data surety, and the street tree inventory.

IT IS FURTHER RESOLVED, appropriate City of Flint officials are authorized to do all things necessary to comply with the terms and conditions as set forth within the amended July 15, 2012 MOU and to issue a purchase order to Genesee Conservation District in the amount of \$125,600 immediately upon enactment of this resolution. Payments for said tree inventory services and contract administration shall be disbursed as indicated on the attached Street Tree Inventory Proposal.

APPROVED AS TO FORM:


Peter M. Bade, City Attorney

APPROVED AS TO FINANCE:


Gerald Ambrose, Finance Director

EM DISPOSITION:

ENACT ✓

REFER TO COUNCIL _____

FAIL _____


Darnell Earley, Emergency Manager

DATED: 9-10-14

RESOLUTION STAFF REVIEW

Date: August 18, 2014

Agenda Item Title: Resolution to Authorize Appropriate City of Flint Officials to Amend the July 15, 2012, Memorandum of Understanding Executed Between the City of Flint and the Genesee Conservation District to Allocate Funds Required to Conduct a Street Tree Inventory

Prepared By: Kay Muhammad on behalf of Howard Croft, DPW Director

Background/Summary of Proposed Action:

The Genesee Conservation District is a public entity of state government pursuant to Michigan Public Act 463 of 1998. The Genesee Conservation District is the local providers of natural resource management services that help citizens conserve their lands and our environment for a cleaner, healthier, economically stronger Michigan. The District is a local, special purpose unit of government that is governed by a locally elected, five-member board of directors. The District works closely with multiple federal, state, and local governmental agencies to deliver programs and services at the local level to residents, landowners, and producers in our community. The District relies on grant funding, private and public contributions to allocate funds required to provide management and technical support services within the various communities served.

The Genesee Conservation District has actively assisted with managing the urban canopy in the City of Flint since 2010. July 15, 2012, a Memorandum of Understanding (MOU) was executed between the City of Flint and the Genesee Conservation District to develop a partnership to maintain and manage the urban forestry inventory, manage contracts for annual hazardous tree removal, maintain a wood reutilization effort, and perform community plantings throughout the City of Flint.

Throughout the past several years, the Genesee Conservation District has endeavored to carry forth the responsibilities identified in the MOU by developing a forestry management plan for use in the city, creating parks forestry management plans, and implementing a rotational management program. The District has removed nearly 1,000 high-risk trees, planted 400 trees on city right-of-ways, and maintained a software database to document tree health, risk, species/diversity, quantity, location, etc. The Genesee Conservation District Board and staff have exemplified their dedication to these efforts and continue to seek funding opportunities to sustain the work.

The Department of Public Works desires to allocate funding to the Genesee Conservation District in an amount not-to-exceed one hundred twenty-five thousand six hundred dollars (\$125,600) to contract with Knowles Municipal Forestry, LLC, to conduct a street tree inventory as detailed in the proposed amendment to the MOU agreement to collect street tree data. The City's street tree system includes more than 22,000 trees that are eroding due to disinvestment in the system and the City's inability to manage or maintain the system. Conducting a street tree inventory will allow street tree data to be collected, analyzed and utilized to develop a tree management program that will enable the City to prioritize, schedule, and budget effectively for the maintenance and preservation of the City's street tree system. One hundred thirteen thousand six hundred dollars (\$113,600) will be allocated to perform the street tree inventory and the remaining twelve thousand dollars (\$12,000) allocated for contract administration, oversight, monitoring, and data surety.

An inventory of street trees and sites along the public right-of-way will be collected. All trees will be identified with information based on its physical location on the street by address and site number; type of land use in the area; location on the site; root space; species; diameter; structural condition (*good, fair, poor, or dead*); functional condition (*good, fair, poor, or dead*); maintenance recommendation information that describes the severity of the recommendation (*train, thin, raise, clean, remove*); maintenance priority (*young, routine, immediate, critical*); failure size (*the size of the part most likely to fail*); sidewalk damage; presence of wires; observations relative to common issues; risk ratings; unique identification number; and latitude/longitude site location in degrees. It is anticipated trees will be inventoried at an average daily collection rate of 400 sites per day.

Financial Implications: Without a dedicated funding source, the Genesee Conservation District will be unable to acquire services required to conduct the street tree inventory. Trees will continue to fall and damage personal property and cause sidewalk damages, which leads to continued liabilities and lawsuits.

Budgeted Expenditure? Yes No Please explain if no:

Account No.: 202-449.215-801.000 (202 Major Street Fund); 203-449.215-801.000 (203 Local Street Fund)
208 Parks Fund, fund balance

Pre-encumbered? Yes Requisition # 140000989 (202 fund, \$24,600; 203 fund, \$45,000)
No Requisition # (208 Fund, fund balance \$56,000 to be encumbered upon approval)

Other Implications (i.e., collective bargaining): Partnering with the Genesee Conservation District will allow the City to leverage City funds with other funds acquired through the District. The District has throughout the years dedicated public and private contributions acquired through the District to maintain and preserve the City's street tree system. As a partner, it is imperative that the City contribute financial support to enable the District to continue its work within the City.

Staff Recommendation: It is recommended that the City provide financial support to the Genesee Conservation District and continue to develop the partnership with the District. The City is unable to manage and maintain the urban canopy. In retrospect, the Genesee Conservation District has the ability and technical expertise required to manage, maintain, and preserve the street tree system in a sustainable manner.

Staff Person: _____

Howard Croft, DPW Director

Amendment to the Memorandum of Understanding (MOU) agreement between Genesee Conservation District and the City of Flint, Michigan dated July 15, 2012.

Street Tree Inventory Proposal

Prepared by: Genesee Conservation District
Prepared for: City of Flint, Michigan

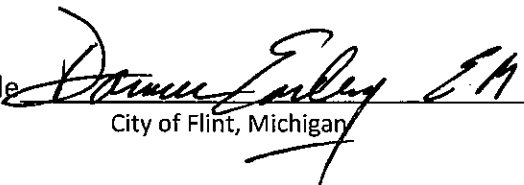
Genesee Conservation District will provide administration and contract performance services in conducting a city-wide street tree inventory. Genesee Conservation District will manage the inventory by providing: contract administration, oversight, monitoring, and data surety. The inventory will be contracted with and performed by Knowles Municipal Forestry, LLC. The activities described will commence upon receipt of the first payment equal to 50%, or \$62,800, of the total agreement by Genesee Conservation District from the City of Flint, Michigan. Subsequent disbursements will be paid according to the following structure and timeline:

- 30% payable by October 31, 2014 equal to \$37,680
- 10% payable by November 30, 2014 equal to \$12,560
- 10% payable by December 31, 2014 equal to \$12,560

For the purpose of this street tree inventory proposal, all other responsibilities listed within the General Responsibilities and Agreements section of the MOU agreement dated July 15, 2012 are subject to their own proposals and associated costs.

The following funding is requested by Genesee Conservation District from the City of Flint, Michigan for the services defined within this proposal:

Contracted performance of the street tree inventory, up to 32,000 trees -----	\$113,600
Contract administration, oversight, monitoring, and data surety -----	\$ <u>12,000</u>
Total -----	\$125,600

Signature/Title  Date 9-12-14
City of Flint, Michigan

Signature/Title _____ Date _____
Genesee Conservation District

MEMORANDUM OF UNDERSTANDING

Between

The City of Flint Michigan and the Genesee Conservation District

This agreement represents a mutual understanding and establishes a partnership for all components of the Flint Forestry Project. This memorandum clearly specifies roles and responsibilities of each involved party.

PARTIES:

Genesee Conservation District
1525 N. Elms Rd
Flint, MI 48532
(810) 230- 8766 ext. 110
Grant Administrator: Margaret Studer – Forester

City of Flint, Michigan
City Hall North Bldg
Room N204
Flint, MI 48502
(810) 766- 7463
Contact Person: Patrick Gerace- Parks and Recreation Director

BACKGROUND AND PURPOSE

This agreement relates to the Flint Forestry Project. The goal and effort is to develop a partnership with the City of Flint to manage and maintain the urban forest inventory, manage contracts for annual hazardous tree removal, maintain a wood utilization effort, and perform community plantings throughout the City of Flint.

Funding allocated towards the Flint Forestry Project will be procured by the Genesee Conservation District and will be managed under the publicly elected board of directors. The Genesee Conservation District will work with non-profits throughout Flint and develop partnerships that will mutually benefit the urban forests of Flint.

GENERAL RESPONSIBILITIES AND AGREEMENTS

The Genesee Conservation District agrees to manage allocated forestry funds for the good of the residents of Flint and in a way that will sustain healthy urban forests. Management includes but is not limited to the following responsibilities:

- Contract annual hazardous tree removals and manage the active contracts.
- Partner with Genesee County Non-profits to host community plantings and maintain a wood utilization project.
- Maintain an active street tree inventory and allocate funding for maintaining and

- expanding the City of Flint's tree inventory.
- Update and maintain a street tree ordinance for the City of Flint.
- Update and maintain a contract that will be used in all Flint Forestry Project contractual services.

ADDITIONAL DOCUMENTATION

See the current Street Tree Management Plan, current removal/planting contract, and all other attached documents.

INDEMNIFICATION

Genesee Conservation District agrees to indemnify the City of Flint against any and all claims which may arise as a result of Genesee Conservation District's acts in connection with the performance of this contract.

NO THIRD-PARTY BENEFICIARY

No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with the Genesee Conservation District shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Genesee Conservation District as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.

TERMINATION

This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto.

TERMS OF MEMORANDUM

If any activity described in this Memorandum of Understanding is outsourced, the contract executing the outsourcing shall mandate that the contractor or subcontractors shall execute the provisions of this memorandum.

This Memorandum shall be governed by the laws of the State of Michigan. The contractor shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this Memorandum.

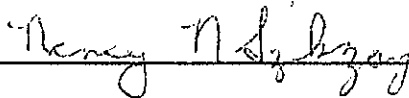
This Memorandum of Understanding is effective on the date of the last agency signature. The

Memorandum has no expiration date. This Memorandum of Understanding will be reviewed and amendments will be made as deemed necessary and agreed to by the signing parties.

CITY OF FLINT MICHIGAN -PARKS AND RECREATION DIRECTOR:

Signature: Michael K. Brown  Date: 7/9/12
Emergency Manager

GENESEE CONSERVATION DISTRICT- CHAIR PERSON:

Signature: Nancy N. Szygony  Date: 7/15/2012