

CITY OF EL PASO, TEXAS
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: Environmental Services

AGENDA DATE: January 8, 2008

CONTACT PERSON/PHONE: Kurt Fenstermacher, 621-6700, Terrence Freiburg, 541-4313

DISTRICT(S) AFFECTED: All

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Request that the Purchasing Manager of the Financial Services Department, Purchasing Division be authorized to issue a Purchase Order to RW Beck for Waste Management Services in the amount \$83,500, for the development and implementation of a strategic/business plan. This service is being facilitated through the Houston-Galveston Area Council's Cooperative Purchasing Program contract with R.W. Beck, Inc.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action?

The Enviromental Services Department would like to use contract EN11-04 of the Houston-Galveston Area Cooperative (H-GAC). The participation by the City of El Paso in the H-GAC has been approved by Mayor and Council, and previoulsy used for purchases. R.W. Beck is a listed contractor under the H-GAC program consultant services. The services we require from R. W. Beck fall under the category "Health & Quality-of-Life Studies & Assessments, Waste Management Services." R.W. Beck is an approved vendor under this section, and as such, well suited for our needs in assessing our current operations and helping the department to develop an overall strategic/business plan. R. W. Beck has background knowledge of our operations from previous work. They are also experts in the field of solid waste and recyclingl. R.W. Beck will pay the 1.5% fee associated with using the H-GAC contract service.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? If so, when?

Council has approved participation in the H-GAC in May, 2007. Most recently (October 2, 2007), Council has approved purchasing of Motorola radio equipment from the H-GAC contract.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

The proposed cost estimate for the contract work is \$83,500. The funding source for these services is coming from Fund 40403 (Environmental Services), Deptid 34010289 (Administration), Account 502115 (Management Consulting Services). Funding is available and will not require a budget transfer.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

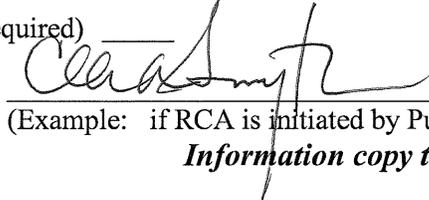
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*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____

FINANCE: (if required) _____

OTHER: _____



(Example: if RCA is initiated by Purchasing, client department should sign also)

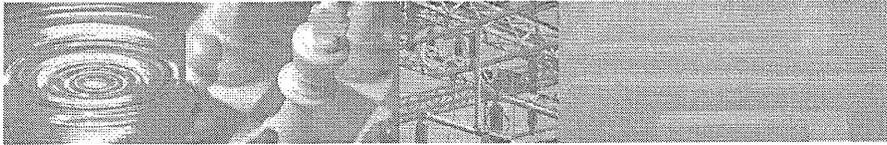
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

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PROJECT APPROACH, WORK PLAN, BUDGET AND SCHEDULE

Methodology and Tools

A number of strategic business planning processes have been applied to public and private organizations – with varying degrees of success. A common deficiency among many of these methods is that they start and stop at the senior management level, often resulting in a document that is considered “management’s plan.” Because these documents are seldom driven down into the organization, they are rarely understood or endorsed by staff. As a result, business groups within the organization often operate independently and the plans sit on the shelf and ultimately fail.

El Paso Environmental Services Department’s (ESD) level of success will be highly dependent on its ability to identify and solve a wide variety of financial, operational, organizational, information technology and marketing issues – and to gain endorsement by the entire organization of strategic direction that provides guidance in addressing challenges that face the utility. R. W. Beck’s process is specifically designed to bring together the entire organization to build a shared direction and enthusiasm about where the organization is going.

Our experience has shown that there are two elements that must work together to form an *actionable* strategic direction for an organization. When combined, both elements provide the longer term view along with the realistically achievable action plan necessary for success. Our entire process is geared toward making a positive difference in your organization, not merely preparing a plan. With that in mind, the Strategic Plan element sets the longer term direction while the Business Plan clearly spells out those tactical steps that must happen during the next year to move the plan forward.

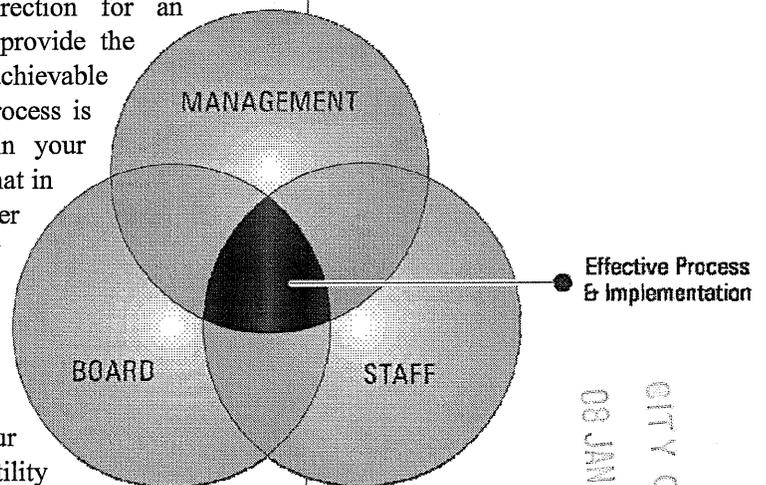
Our techniques include tailoring our proprietary approach to precisely fit your organizational needs, providing content direction based on our extensive knowledge of the solid waste and utility industries, and a implementing a process that is led by highly skilled facilitators.

R. W. Beck’s strategic planning “engine” is built on a solid history of serving our utility clients. Our approach is especially suited to address multiple issues and to have the Strategic & Business Plan endorsed throughout the organization. The diagram above illustrates that optimal strategic planning occurs when all three key groups are involved.

R. W. Beck’s Strategic Planning Process Builds Shared Direction and Endorsement

We will help El Paso identify and solve a wide variety of financial, operational, organizational, information technology, and marketing issues.

Figure 1-1: Effective Strategic Planning Requires Multi-Level Involvement



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The Strategic & Business Plan will address several key elements:

- It features a Strategic Plan that is based on a five-year strategic planning horizon, identifying organizational issues, strategic initiatives, and goals. This focuses on setting direction based on purpose, as well as identifying goals and objectives that are realistic based on El Paso's capacity for implementation. The overall purpose is to provide a clear focus which results in more efficiency and effectiveness.
- The Issues-based process clearly identifies those key priorities that represent the optimal leverage points for organizational effectiveness.
- Broad, organization-wide ownership of the plan is a hallmark of our proprietary process and hinges on endorsement at all levels of the organization.
- In addition, the Business Plan component clearly details items to be accomplished for the short-term (one-year) complete with a tactical action plan that details responsibility, schedule, and budgets. Champions are identified and empowered; they are assigned overall responsibility for implementing each Issue/Strategy/Tactic set.
- Key Performance Indicators are developed for each strategy. These are graphical representations of performance metrics that can be specifically and clearly tracked for progress to plan.
- For maximum effectiveness the Strategic & Business Plan should be updated on an annual basis. Therefore, an El Paso staff member will be trained in the process, so that future updates can be performed internally or with limited guidance/oversight. R. W. Beck's intention is for future updates to be completed by City staff, but we could provide this service in the future, if needed. This City staff member will also collaborate with R. W. Beck during the development of initial Strategic & Business Plan to gain insight to facilitate their future plan efforts;
- Finally, communication with and feedback from stakeholders is key to the entire process. With the R. W. Beck process, complete endorsement is achieved through effective communication and by ensuring the process permeates the entire organization.

Our Work Plan guides development and successful implementation of a five-year Strategic & Business Plan by leading the organization through an effective and repeatable strategic planning process. In meeting this objective, we will produce several deliverables:

- Early preparation of a logistical framework document that will provide the overall guidance for the strategic business planning process including identification of key stakeholders, critical schedule and decision milestones, and development of protocols for collection of critical data.
- Complete compilation and documentation of the inputs to the process including results of each planning session and any data used as a basis for the plan.
- Development of strategic direction for the organization, based on input from the Environmental Legislative Review Committee (LRC), senior management and staff.
- Advice regarding development and staff implementation of a communication plan both during and after completion of the Strategic & Business Plan.
- Direction on preparation of a Strategic & Business Plan that leads stakeholders through a process to clarify vision and values, as well as to develop and endorse a set of strategic initiatives, strategies and tactics, complete with performance metrics to measure progress.

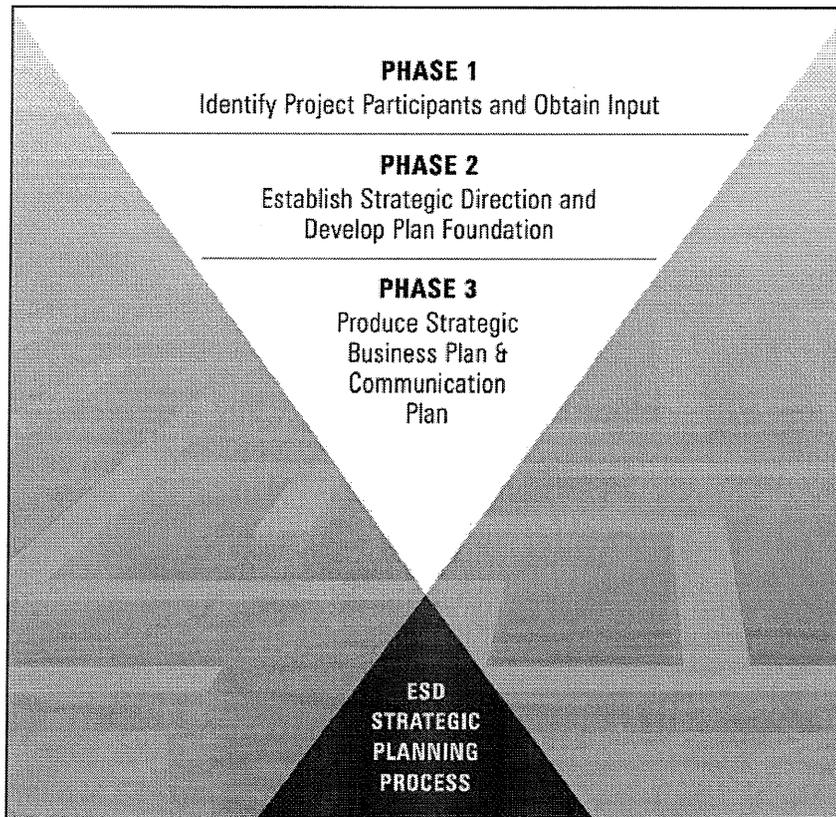
- An implementation plan that features clear mechanisms to control the process and monitor the plan going forward, including data-based and graphically represented Key Performance Indicators.

Work Plan

Our strategic business planning process is highly dependent on achieving stakeholder endorsement of key plan elements throughout the planning process. Achievement of stakeholder endorsement focuses on group agreement on a general direction. Use of group endorsement is highly effective, paving the way to agreement and strong forward momentum at the conclusion of the planning process.

As described below, our Work Plan will progress through use of a three-phase process.

Figure 1-2: El Paso Strategic Planning



Phase 1: Identify Project Participants and Obtain Input

The key objectives of Phase 1 are to:

- Set the groundwork
- Assess the situation

This is accomplished through a variety of activities, processes and tools, including:

- Gather project information and assess material/data

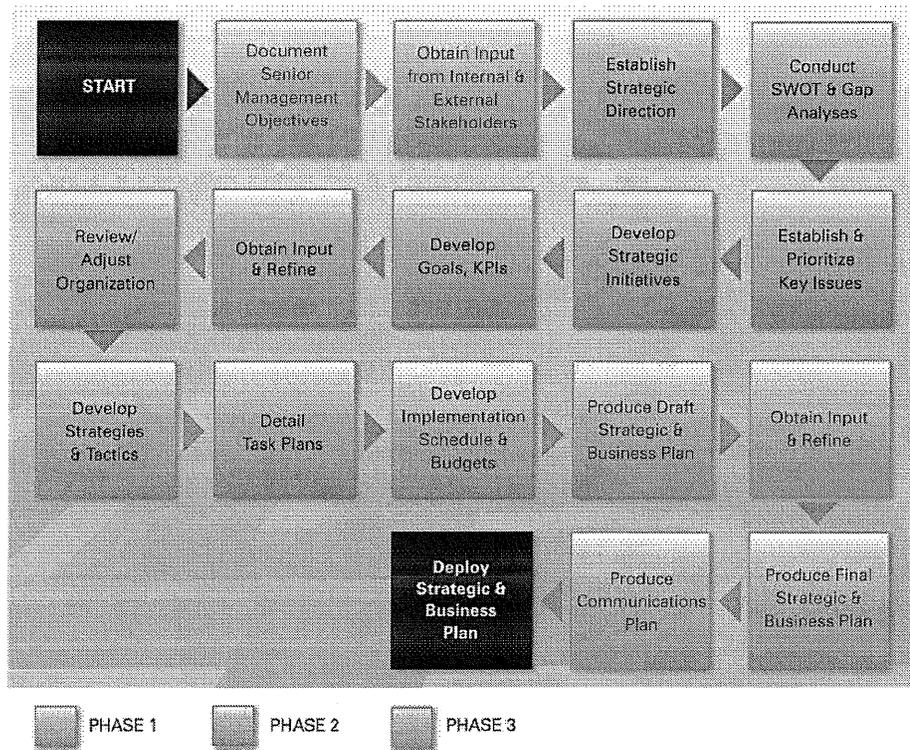
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- Identify project participants
- Obtain input from the Legislative Review Committee, senior management, and other stakeholders on key issues that will be identified throughout the planning process
- Agree on numerous logistical and team organizational issues

Phase 1 begins with a background data request and review, followed by a conference call among El Paso senior management, selected staff, and the R. W. Beck Project Team. During the discussion, the R. W. Beck team will conduct discussions to gain a full understanding of senior management’s objectives with regard to the strategic planning process. R. W. Beck also will assist El Paso management in identifying a 12 – 20 member Core Planning Team. This group should include the Director, her direct reports, key supervisors, representatives of the rank-and-file, and “up and comers” within the organization. The Core Planning Team will be involved in all activities of the planning process through its duration. Likewise, key stakeholders will be identified, as will critical opinion leaders such as elected and appointed officials. During this initial discussion, key El Paso staff and R. W. Beck consultants will review the draft Work Plan presented in this Proposal and revise it as necessary.

It is critical to define the roles and responsibilities of all project participants, including El Paso, the Consultant and stakeholders. In addition, numerous logistical issues must be decided, such as the timing of Core Planning Team meetings, physical location and number of stakeholder meetings, grouping of stakeholders, and protocols for contacting stakeholders. These decisions are necessary to finalize project logistics and related budget issues. All decisions, schedules, and direction will be summarized in a logistical framework document at the conclusion of Phase 1.

Figure 1-3: El Paso Strategic Business Planning Process



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Phase 2: Establish Strategic Direction and Develop Plan Foundation

The key objectives of Phase 2 are to:

- Articulate Vision and Mission
- Develop Goals, Strategies, and Tactics
- Draft the Strategic & Business Plan

Input gathered during Phase 1 will form the basis for establishing the strategic direction that will provide the framework and guide development of the Strategic & Business Plan. We highly recommend that the Environmental Legislative Review Committee (LRC) be given the opportunity to provide input to the strategic direction, including its vision of strategic principles and direction and have scheduled two LRC meetings during the course of the planning activities. Our budget is based on the assumption that these meetings with the LRC would occur on the same trip as a meeting with the Core Planning Team, and that two members of the R. W. Beck team would attend the LRC meetings. We would expect to provide a brief update for the LRC, which would not include a prepared PowerPoint presentation. We will also conduct three focus group discussions with various division staff groups to obtain their input regarding development of the Plan. These focus groups would include 8 – 10 from within the various divisions, and each meeting would last approximately one hour. We would expect that these focus group discussions would occur after the first but before the third work session to ensure that we obtain their perspectives relatively early in the planning process.

During Phase 2, the Core Planning Team will meet regularly to complete the strategic business planning process as summarized in Figure 1-3. Establishment of strategic direction will include the development of specific goals that must be met by the Core Planning Team, as well as the definition of critical success factors that must be satisfied throughout the course of the process. We will also work with the Core Planning Team to identify the strengths, weaknesses, opportunities and threats of the organization, as well as identify any gaps in service that need to be addressed. Quantifiable metrics in the form of Key Performance Indicators will also be defined. These are used to build in accountability and clearly measure success. R. W. Beck will document this key information during the course of the work, as much of it will serve as key sections of the strategic plan. Deliverables from Phase 2 will include summaries from each of the workshops that will be conducted for the Core Planning Team.

Phase 3: Produce the Strategic & Business Plan and Communication Plan

The key objectives of Phase 3 are to:

- Finalize the Strategic & Business Plan
- Detail the implementation strategy in an Annual Operating Plan
- Close the organization-wide endorsement loop with a plan for ongoing communication

Core Planning Team members will meet regularly to complete the strategic business planning process. Meeting topics will include organization enhancements, key performance metrics, and work process improvements. Team members will also be learning applicable strategic planning and communication tools throughout the course of the process.

Periodically, members of the Core Planning Team may be asked to perform tasks outside of team meetings. For example, department managers may be asked to compile information, perform analysis, or to complete business plan templates as appropriate.

R. W. Beck will have a lead role in the preparation of the draft Strategic & Business Plan. The content of the Plan will be based on the outcomes of the workshops with the Core Planning Team. Following review and input from stakeholders, a summary document will be drafted by R. W. Beck with assistance from El Paso's Core Planning Team. R. W. Beck will work directly with El Paso's Business Manager throughout the course of the project to provide direction concerning the development of the summary document. R. W. Beck will be responsible for final document production, and will provide 15 copies of the draft and final versions. Since both members of the Core Planning Team and R. W. Beck will work on the development of the plan, we have budgeted 106 hours of project time for R. W. Beck to develop the plan. This should provide enough time assuming that members of the Core Planning Team are able to contribute to the development of the documents. If R. W. Beck needs to allocate more time to this effort, we will notify City staff and obtain approval prior to completing additional work.

In addition, R. W. Beck and El Paso staff will produce a Communications Plan which will consist of a PowerPoint presentation of the strategic business plan and a handout in the form of an executive summary to assist in communicating the strategic business plan within the organization, to customers, and to external stakeholders. R. W. Beck will work directly with El Paso's Business Manager throughout the course of the project to provide direction concerning the development of the Communications Plan.

Internal Staff and External Stakeholder Communication Process

The internal staff and external stakeholder communication process is an integral part of the strategic business planning process. It is highly variable and will be given final definition during Phase 1 and Phase 2 activities.

Communication with internal staff will be the primary responsibility of the Core Planning Team. Each Core Planning Team member will be charged with conveying planning process information to assigned groups of staff and for bringing input from individuals and groups back to the Core Planning Team. Notes from each Core Planning Team meeting will be circulated internally among staff for review.

Communication with select external stakeholders will occur via one-on-one meetings or telephone interviews at the beginning of the planning process to gain stakeholder viewpoints as input prior to the strategic direction.

Implementation

The proven R. W. Beck process drives toward implementation precisely because that is where many plans fail to live up to the promise created during the process. We will develop a clear annual operating plan that features highly specific tasks, assignments and budgets. In addition, the Key Performance Indicators will allow for tracking progress to plan.

Staffing

This initiative will be lead by Mr. Scott Pasternak, who will serve as R. W. Beck's project manager and subject matter expert. Ms. Lynn Adams, director of R. W. Beck's Utility Business Consulting Practice, will oversee the strategic planning process and serve as lead facilitator. Ms. Katie Wussow will support the efforts of the R. W. Beck Team, and she will be responsible for meeting preparation, scribing and development of the plan documents. Ms. Adams and Ms. Wussow will participate in all of the workshops. Mr. Pasternak will participate in three of the workshops.

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Budget

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R. W. Beck will provide the services described in our proposal for a total labor and expense cost of \$83,500. Non-labor expenses specifically attributable to the project will be billed at-cost and include expenses such as airfare, ground transportation, lodging, meals, telecommunications, printing and reproduction services, etc. This fee includes the conduct of five workshops and R. W. Beck having primary responsibility for developing the strategic plan. The budget specifically includes the three consultants identified in the Staffing Section to prepare for, attend and complete summary documents following each workshop.

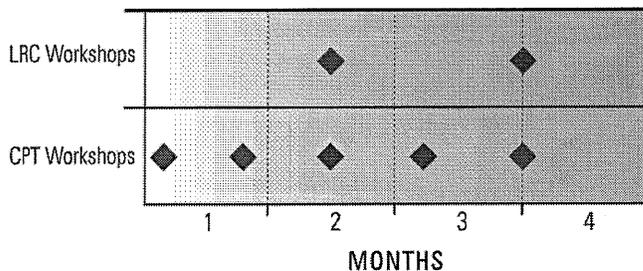
Schedule

R. W. Beck firmly believes that the success of a Strategic Plan rests in the passion and energy of the individuals who are driving its development and implementation. To this end, our proprietary process calls for consistent interaction between our Project Team facilitators and those El Paso staff who will serve on the Core Planning Team – those who ultimately develop and have high ownership of the Strategic & Business Plan.

Our schedule for planning assignments calls for five, one-day planning sessions spaced every two to four weeks. This creates the energy necessary to stay focused and create enthusiasm on the part of the Core Planning Team and the broader organization. The following diagram conceptually illustrates this schedule. Before the process starts, we would define process details, specific dates and get schedule commitments from the El Paso staff involved in the process.

Bottom line, R. W. Beck's proprietary approach to strategic and business planning produces both a long-term direction and a one-year actionable operating plan that results in real organizational movement.

Figure 1-4: Proposed Project Schedule



Additional Optional Work Items

As may be required by the strategic business planning process, which will be further defined during Phase 1, R. W. Beck can assist with the following additional work items if requested:

- Additional meetings beyond the six anticipated may be required because of decisions that will be made during the strategic planning process and/or as a result of Core Planning Team group dynamics.
- Standard operating procedures (SOPs), or business process improvements may require further development. A quality management system (QMS) can be designed and implemented.

- The need for benchmarking best practices (business processes, Key Performance Indicators, etc.) may be required.
- A need for full-scale, statistically valid market research across all customer segments and service areas may be indicated early in the process.
- Communications planning and implementation.
- Workshops may be appropriate for LRC members, designated customers, and possibly other external stakeholders to clarify strategic principles and direction beyond the level of effort identified in Phase 1. These workshops can be conducted in parallel with Core Planning Team sessions.
- Implementation assistance is available for additional staff training/mentoring and knowledge transfer. Any need for such assistance would become clear through the course of the planning process.

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Environmental, Community Planning, Engineering & Homeland Security Consulting & Related Services
A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
R. W. Beck, Inc.
Austin, Texas

This Contract, is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND R. W. Beck, Inc., hereinafter referred to as CONTRACTOR, having its principal place of business at 5806 Mesa Dr., Suite 310, Austin, Texas 78731.

WITNESSETH

WHEREAS: H-GAC enters into this Contract for the benefit of participating governmental agencies and qualifying non-profit corporations, hereinafter referred to as END USER, for Environmental, Community Planning, Engineering, and Homeland Security Consulting and Related Services offered by CONTRACTOR; and

WHEREAS: The CONTRACTOR offers to sell Environmental, Community Planning, Engineering, and Homeland Security Consulting and Related Services through the H-GAC Contract to END USERS and;

WHEREAS: The parties have entered into a Contract to become effective as of January 1, 2005, through December 31, 2006, (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC; and now

THEREFORE: H-GAC and CONTRACTOR do hereby agree as follows:

• GENERAL PROVISION ARTICLES 1 - 25 •

ARTICLE 1: IDENTIFICATION OF CONTRACT DOCUMENTS

This Contract shall be in effect for Environmental, Community Planning, Engineering, and Homeland Security Consulting and Related Services listed in Proposal Specifications numbered EN11-04, including any relevant suffixes, and shall consist of the documents identified below in order of precedence:

- 1. The text of this Contract form, including, but not limited to, Attachment A
- 2. Contract Terms and Conditions as stated herein
- 3. Proposal Specifications No.: EN11-04
- 4. CONTRACTOR'S Response to Proposal No.: EN11-04

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ARTICLE 7: **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain complete and accurate records of all its transactions and documentation that are chargeable to **END USER** under this **Contract**. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this **Contract**.

CONTRACTOR shall maintain all records pertinent to this **Contract** for a period of **not** less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained.

CONTRACTOR further agrees to include in all subcontracts under this **Contract**, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 8: **CHANGES AND AMENDMENTS**

Any alterations, additions, or deletions to the terms of this **Contract**, which are required by changes in federal or state law or regulations are automatically incorporated into this **Contract** without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided that if **CONTRACTOR** does not comply with such change, **H-GAC** or **CONTRACTOR** may terminate this **Contract** as authorized in **Article 16**.

H-GAC may, from time to time, require changes in the scope of the services of **CONTRACTOR** to be performed hereunder. Such changes that are mutually agreed upon in writing by and between **H-GAC** and **CONTRACTOR** shall be incorporated into this **Contract**.

ARTICLE 9: **DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this **Contract**, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this **Contract** and in accordance with **H-GAC'S** final decision.

ARTICLE 10: **SEVERABILITY**

Both parties agree that should any provision of this **Contract** be determined to be invalid or unenforceable, such determination shall not affect any other term of this **Contract**, which shall continue in full force and effect.

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ARTICLE 15: **SCOPE OF SERVICES**

The services to be performed by **CONTRACTOR** are outlined within this **Contract**, any Attachment, Proposal specifications, and Proposal Response.

ARTICLE 16: **LIMITATION ON LIABILITY**

CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER**, any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this **Contract**.

ARTICLE 17: **THE COMPLETE AGREEMENT**

This **Contract** consists of the **Contract** text stated herein, including any Attachment, the Proposal Specifications documents, **CONTRACTOR'S** response, including but not limited to, prices and services offered, all of which are incorporated within this **Contract** and shall constitute the complete agreement between the parties hereto. This **Contract** supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this **Contract** cannot be modified without the written consent of both parties.

ARTICLE 18: **TERMINATION PROCEDURES**

CONTRACTOR acknowledges that this **Contract** may be terminated under the following circumstances:

A. Convenience

H-GAC may terminate this **Contract** in whole or in part without cause at any time by written notice by certified mail to **CONTRACTOR** whenever for any reason **H-GAC** determines that such termination is in the best interest of **H-GAC**. Upon receipt of notice of termination, all services hereunder of **CONTRACTOR** and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, **CONTRACTOR** shall prepare final invoices within 30 calendar days of such termination reflecting the services actually performed which have not appeared on any prior invoice. Such invoices shall be satisfactory to the Executive Director or his designee. **END USER** will pay **CONTRACTOR**, in accordance with the terms and conditions of this **Contract**, for services actually performed and accruing to the benefit of **END USER** less any compensation previously paid. **H-GAC**, in accordance with the terms and conditions of this **Contract**, will invoice **CONTRACTOR** for any administrative fees due, and **CONTRACTOR** agrees to pay said fees.

CONTRACTOR may cancel or terminate this **Contract** upon thirty (30) days written notice by certified mail to **H-GAC**. **CONTRACTOR** may not give notice of cancellation after it has received notice of default from **H-GAC**. In the event of such termination prior to completion of this **Contract** provided for herein, **END USER** will pay **CONTRACTOR**, in accordance with the terms and conditions of this **Contract**, for services actually performed and accruing to the benefit of **END USER** less any compensation previously paid. **H-GAC**, in accordance with the terms and conditions of this **Contract**, will invoice **CONTRACTOR** for any administrative fees due, and **CONTRACTOR** agrees to pay said fees.

B. Default

H-GAC may, by written notice of default to **CONTRACTOR**, terminate the whole or any part of this **Contract** in any one of the following circumstances:

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- (1) If **CONTRACTOR** fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If **CONTRACTOR** fails to perform any of the provisions of this Contract for any reason whatsoever, or so fails to make progress or otherwise violates this Contract that completion of services herein specified within the term of this Contract is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) calendar days (or such longer period of time as may be authorized by **H-GAC** in writing) after receiving written notice by certified mail of default from **H-GAC**.

In the event of such termination, all services of **CONTRACTOR** and its employees and subcontractors shall cease and **CONTRACTOR** shall prepare final invoices reflecting the services actually performed pursuant to this Contract which have not appeared on any prior invoice. Such invoice must be satisfactory to the **END USER** and to the Executive Director of **H-GAC** or his designee. **END USER** reserves the right, in accordance with the terms and conditions of this **Contract**, to withhold from the payment of said invoices for services actually performed and accruing to the benefit of **END USER**, as reflected on invoices, any compensation previously paid and any costs or damages incurred by **END USER** as a result of such default, including incremental costs that **END USER** will incur to have Purchase Order(s) completed by a person other than **CONTRACTOR**. **H-GAC**, in accordance with the terms and conditions of this **Contract**, will invoice **CONTRACTOR** for any administrative fees due, and **CONTRACTOR** agrees to pay said fees.

C. Final Billing In the Event of Termination

CONTRACTOR shall fill all pending orders and then prepare final invoices reflecting the services actually performed pursuant to this Contract and to the satisfaction of **H-GAC'S** Executive Director or his designee. **END USER** will pay **CONTRACTOR**, in accordance with the terms and conditions of this **Contract**, for services actually performed and accruing to the benefit of **END USER** less any compensation previously paid. **H-GAC**, in accordance with the terms and conditions of this **Contract**, will invoice **CONTRACTOR** for any administrative fees due, and **CONTRACTOR** agrees to pay said fees.

ARTICLE 19:

GOVERNING LAW & VENUE

The laws of the State of Texas shall govern this **Contract**. Venue and jurisdiction of any suit or cause of action arising under or in connection with this **Contract** shall lie exclusively in Harris County, Texas.

If the **CONTRACTOR** agrees to perform its services outside the State of Texas, disputes between the **END USER** and **CONTRACTOR** are to be resolved in accordance with the law and venue rules of the **END USER** State.

ARTICLE 20:

CONTRACTOR'S REPRESENTATIVE

CONTRACTOR'S representative(s) shall be the contact person(s) concerning all matters pertaining to the **END USER'S** orders. The **CONTRACTOR** shall immediately communicate any change of representation in written form to **H-GAC**.

END USER will remit all payments to **CONTRACTOR** under this Contract Under no circumstances shall checks be made payable to a representative. Should a representative submit invoices to **END USER** for reimbursement of costs relating to an **END USER** Purchase Order for products/services, the Invoice shall be forwarded to **CONTRACTOR**.

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ARTICLE 21: **REPORTING REQUIREMENTS**

The CONTRACTOR shall provide quarterly written reports to H-GAC. Such reports may include, but are not limited to the following: detailed copies of each Consultant Agreement with an End User.

CONTRACTOR'S failure to timely submit reports or other documentation may also be considered cause for termination of this Contract.

ARTICLE 22: **INDEMNIFICATION**

CONTRACTOR agrees, to the extent permitted by law, to defend and hold harmless H-GAC, the State of Texas, the United States Government and their respective board members, officers, agents, officials, and employees from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR'S act or omission under this Contract, CONTRACTOR'S non-performance of this Contract, or CONTRACTOR'S violation of any law, regulation or other standard incorporated herein. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 23: **LIABILITY INSURANCE**

CONTRACTOR shall maintain a minimum of \$3 million aggregate with \$1 million per occurrence Errors and Omission coverage and shall provide proof of said insurance upon request by H-GAC.

Insurance coverage shall be in effect for the length of this Contract and any extensions thereof, plus the number of months or days required to deliver any outstanding order after the close of this Contract. CONTRACTOR shall promptly notify H-GAC of cancellation or changes in insurance coverage during this contract period.

ARTICLE 24: **PRICE CHANGES**

1. No price increases shall be allowed during the first twelve (12) months of this Contract period.
2. Any request for a price change must be submitted to H-GAC on CONTRACTOR'S letterhead, must be signed by a corporate officer, and must be received by H-GAC at least forty five (45) calendar days prior to the requested effective date of the increase.
3. Price increase requests MUST be supported by documentation, acceptable to H-GAC, concerning CONTRACTOR'S actual cost increase.
4. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 25: **CONFIDENTIALITY**

Any information transmitted between the CONTRACTOR and END USER shall be treated as confidential and not disclosed, except for information that: (1) is or becomes available to the public other than as a result of disclosure by the other party or (2) is required to be disclosed under applicable law.

• SERVICES SPECIFIC ARTICLES 26-30 •

ARTICLE 26: **CONTRACT PERFORMANCE**

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This Contract, signed in two originals by both parties, shall become effective on the First day of January, 2005 shall remain in effect for a period ending on the 31stth of December, 2006, at Midnight Central Time unless extended by mutual agreement in written form. The Proposal Specifications numbered EN11-04, Terms and Conditions, and CONTRACTOR'S Response documents as identified in Article 1, are parts of this Contract.

Signed for **Houston-Galveston**

Area Council, Houston, Texas:



Jack Steele, Executive Director

Date: Feb. 22, 2005

Attest for **Houston-Galveston**

Area Council, Houston, Texas:



Deidre Vick, Public Services Director

Date: Feb 16, 2005

Signed for **R. W. Beck, Inc.**
Austin, Texas:



Printed Name & Title:

David Yanke, Principal

Date: February 15, 2005

Attest for **R. W. Beck, Inc.**
Austin, Texas:



Printed Name & Title:

A. Daryl Pullin - Sr. Director

Date: February 15, 2005

CITY CLERK DEPT.
08 JAN -3 PM 1:38

CITY CLERK DEPT.

08 JAN -3 PM 1:38

AMENDMENT No. 1 to CONTRACT No. EN11-04.13

For

Environmental, Community Planning, Engineering, and Homeland Security Consulting and Related Services

Between

HOUSTON-GALVESTON AREA COUNCIL

And

R. W. Beck, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Adding Services (Documentation Attached)

Environmental Consulting, Planning, and Related Services

- Additional Services (Siting, Licensing, and Permitting)

Homeland Security and Emergency Consulting, Planning and Related Services

- Planning and Preparedness Services
- Management Services
- Emergency Response Services
- Site Assessment, Monitoring and Restoration
- Training

All other terms and conditions for this Contract shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for Houston-Galveston Area Council,
Houston, Texas



Jack Steele, Executive Director

Date: June 9, 2005

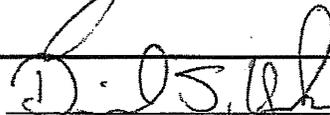
Attest for Houston-Galveston Area Council,
Houston, Texas



Deidre Vick, Director of Public Services

Date: Jun 7, 2005

Signed for: R. W. Beck, Inc.



David S. Yanke, Principal

Printed Name & Title:

Date: May 27, 2005

Attest for: R. W. Beck, Inc.



A. Daryl Pullin

Printed Name & Title:

Date: May 27, 2005

AMENDMENT No. 2 to CONTRACT No. EN11-04

For

Environmental, Community Planning, Engineering, and Homeland Security Counseling and Related Services

Between

HOUSTON-GALVESTON AREA COUNCIL

And

R. W. BECK, INC.

CITY CLERK DEPT.

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THIS AMENDMENT modifies the above referenced Contract as follows:

The contract is extended through December 31, 2008 Midnight Central Time.

All other terms and conditions of this Contract shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for Houston-Galveston Area Council,
Houston, Texas



Jack Steele, Executive Director

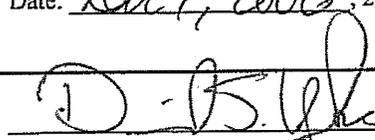
Attest for Houston-Galveston Area Council,
Houston, Texas



Deidre Vick, Director of Public Services

Date: Dec 1, 2006, 20

Signed for: R. W. Beck, Inc.



David S. Yanke, Vice President

Printed Name & Title:

David S. Yanke, Vice President

Date: November 27, 2006

Attest for: R. W. Beck, Inc.



Scott Pasternak, Senior Director

Printed Name & Title:

Scott Pasternak, Senior Director

Date: November 27, 2006

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the **Houston-Galveston Area Council of Governments (H-GAC)**, **R. W. Beck, Inc. (Contractor)** and **Beck Disaster and Recovery Services, Inc. (Assignee)**.

WHEREAS, **Contractor** entered into a Contract, identified as EN11-04 (as amended), with **H-GAC** to provide **Environmental, Community Planning, Engineering, and Homeland Security Consulting and Related Services** to various End User agencies participating in **H-GAC's** Cooperative Purchasing Program; and

WHEREAS, **Contractor** assigns the performance of its obligations under the Contract to **Assignee** for sales in specific areas; and

WHEREAS, **Assignee** shall perform as stipulated in the original Contract and comply with all the terms and conditions set forth therein; and

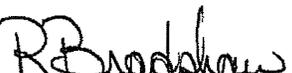
WHEREAS, **Contractor** will continue as originally contracted with **H-GAC**; and

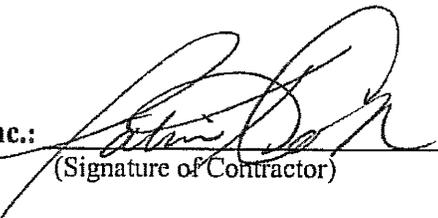
NOW THEREFORE, **Assignee** agrees to accept this assignment, and **H-GAC** concurs.

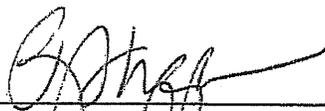
All other terms and conditions of the contract shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

Signed for **H-GAC**:  Date: 9/7/05
Jack Steele, Executive Director

Attest for **H-GAC**:  Date: 8-29-05
Deidre Vick, Public Services Director

Signed for **R. W. Beck, Inc.:**  Date: 8/19/05
(Company) (Signature of Contractor)
Patricia K. Corbin, Vice President
Printed Name & Title

Signed for **Beck Disaster And Recovery Services, Inc.:**  Date: 8-27-05
(Company) (Signature of Assignee)
Russell J. Stepp, CEO
Beck Disaster and Recovery Services, Inc.
Printed Name & Title

CITY CLERK DEPT.
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