

**CITY OF EL PASO, TEXAS**  
**AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Development Services  
**AGENDA DATE:** May 23, 2006  
**CONTACT PERSON/PHONE:** R. Alan Shubert, (915) 541-4557  
**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.

Discussion and action on a Resolution that the City Manager be authorized to sign a First Amendment to the Professional Services Contract, passed and approved by the City Council on April 26, 2005, by and between the City of El Paso and Halff Associates, Inc., to allow for further development of the open space portion of the Comprehensive Park and Recreation Open Space and Master Plan in the form of a Green Infrastructure Plan, and to revise the total amount paid not to exceed the amount of \$280,450.00. [Development Services, R. Alan Shubert, (915) 541-4557]

**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? What are the citizen concerns?

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

**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?

N/A

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**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** \_\_\_\_\_  
(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:** \_\_\_\_\_

**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

**THAT** the City Manager be authorized to sign a First Amendment to the Professional Services Contract, passed and approved by the City Council on April 26, 2005, by and between the City of El Paso and Halff Associates, Inc., originally in the amount of \$200,000 to allow for further development of the open space portion of the Comprehensive Park and Recreation Open Space and Master Plan in the form of a Green Infrastructure Plan, and to add to the original amount stated herein the sum of \$80,450.00 for said Green Infrastructure Plan.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Josette Flores  
Assistant City Attorney

  
\_\_\_\_\_  
R. Alan Shubert, P.E., C.B.O., Director  
Development Services Department

FILED  
MAY 19 11:12:48  
CITY OF EL PASO

THE STATE OF TEXAS )  
 )  
 )  
 )  
COUNTY OF EL PASO )

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

This First Amendment to Professional Services Contract is made this \_\_\_\_ day of \_\_\_\_\_ 2006, by and between THE CITY OF EL PASO, hereinafter referred to as the “City”, and HALFF ASSOCIATES, INC., hereinafter referred to as the “Consultant”.

**WHEREAS**, on April 26, 2005, the City and the Consultant entered into a Professional Services Contract (the “Contract”) to engage the Consultant to investigate and evaluate all aspects of the current Parks and Recreation Department and develop a Comprehensive Park and Recreation Open Space and Master Plan (the “Master Plan”), a copy of which is attached hereto and incorporated herein as EXHIBIT “A”; and

**WHEREAS**, the City desires to further develop the open space portion of the Master Plan as it will provide timely information to the City, and provide a framework for discourse and public policy direction on open space issues; and

**WHEREAS**, the parties acknowledge that the above-described development of the open space portion of the Master Plan is a key component of the Master Plan and shall be known as the Green Infrastructure Plan; and

**WHEREAS**, the City finds that this First Amendment to Professional Services Contract (“First Amendment”) is a contract for the same type of professional services as originally set forth in the Contract, insofar as it requires special, advanced education and skill in a profession that is predominantly mental or intellectual; and

**WHEREAS**, the Consultant is willing to provide the required services, to prepare the Green Infrastructure Plan and to enter into this First Amendment.

**NOW, THEREFORE**, for and in consideration of the promises, terms and conditions and covenants set forth below, the parties hereto agree as follows:

1. That all references to Attachment “A” in the Contract shall be revised to refer to both Attachment “A” and the Scope of Services in Attachment “A-1”.
2. That Section 1.0 of EXHIBIT “A” shall be revised to include the following:

**Attachment “A-1”                      Scope of Work for Green Infrastructure Plan;  
Basis of Compensation**

3. That 4.2 of EXHIBIT “A” shall be revised and replaced in its entirety (excluding subsections 4.2A-D) as follows:

“4.2 The Services are scheduled to be performed during the period of April 26, 2005, through the completion of the Plan, which from the date that a

separate notice to proceed is given in writing by the CITY for both the Plan and the Green Infrastructure Plan (hereinafter "term period"), should result in completion occurring on or before October 31, 2006, with extensions of said term period as agreed upon by the City Manager and the Consultant. Delays in review and approval of the Plan and the Green Infrastructure Plan may be grounds for an extension of said time period."

4. That the last sentence of Section 4.2(A) of EXHIBIT "A" shall be revised to read as follows:

"4.2(A) The estimated timeframe for the term period will run from April 26, 2005 or from the date that a notice to proceed is given in writing by the CITY for the Plan, and then from the date that a separate notice to proceed is given to Consultant by the CITY for the Green Infrastructure Plan until or before October 31, 2006, with it being expressly understood that presentation and approval of the final Plan to the CITY may occur prior to or after the commencement of Consultant's work on the Green Infrastructure Plan."

5. That the first sentence of Section 4.2(B) of EXHIBIT "A" shall be revised as follows:

"4.2(B) The CONSULTANT shall complete the Services in accordance with the timelines and schedules outlined in Attachment "B" and Attachment A-1."

6. That Section 4.2(D) of EXHIBIT "A" shall be revised and replaced in its entirety as follows:

"4.2(D) This Contract will terminate upon acceptance and approval of the Final Summary Plan and Approval of the Green Infrastructure Plan portion of the Master Plan. The original Services described in the Master Plan may be fulfilled and acceptance of the Master Plan may be accepted by City Council prior to commencement or completion of the Green Infrastructure Plan. Acceptance of the Master Plan shall not be delayed by the progress of the Green Infrastructure Plan. Acceptance of the final Master Plan by City Council shall not terminate this Contract. Such Contract shall terminate only upon City Council's acceptance of the Final Summary Plan produced as part of the Green Infrastructure Plan."

7. That Section 5.6, Completion of Services of EXHIBIT "A" shall be revised and replaced in its entirety as follows:

"5.6 Completion of Services. The contract will automatically terminate upon approval of the Green Infrastructure Plan by the City Council, unless extended pursuant to provisions of the Contract or this First Amendment."

8. That the last sentence of Section 6.4, Payment by the City, shall be revised as follows:

“The total amount paid to CONSULTANT shall not exceed TWO HUNDRED EIGHTY THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$280,450).”

9. That Section 9.1, Contract Time, in addition to the time schedules contained in Attachment “B”, shall be revised and replaced in its entirety (excluding subsection 9.1(A)) as follows:

“9.1 Contract Time. The CONSULTANT understands and agrees to provide all professional services requested herein, as expeditiously as is consistent with professional skill and care, and to use it best efforts to complete all phases of this Contract within the time schedules indicated within Attachment “B” and, barring delays for separate review and approval for the Plan and the Green Infrastructure Plan, an estimated completion date of October 31, 2006, with such extensions as agreed upon by the City Manager and the Consultant.”

10. That the second sentence of Section 9.2, Consultant’s Quality of Work, shall be revised as follows:

“9.2 Consultant’s Quality of Work. ... The CONSULTANT’S professional services shall be performed as expeditiously as is consistent with professional skill and care as well as the orderly progress of the Plan and the Green Infrastructure Plan, within the time periods established in Attachment “B” and, barring delays for separate review and approval for the Plan and the Green Infrastructure Plan, an estimated completion date of October 31, 2006, with such extensions of said timeframe as agreed upon by the City Manager and the Consultant.”

11. That Section I., Scope of Services of the Scope of Services and Plan Budget, of Attachment “A” to the April 26, 2005, Professional Services Contract, EXHIBIT “A” is hereby amended to include the Green Infrastructure Plan attached hereto as EXHIBIT “A-1”, in order to allow Consultant to assist the City in identifying open space assets available to the City, define preservation targets, review a City open space and arroyo preservation ordinance, and recommend implementation strategies to fund the acquisition, preservation and maintenance of open space assets.

12. That Section I. Scope of Services of the Scope of Service and Plan Budget, Parts A-F, of the referenced Attachment “A”, is hereby amended to include the following segments pertaining to the Green Infrastructure Plan as further described in EXHIBIT “A-1”:

12.1.1 Task 1: Identify Purpose and Goals

- 12.1.2 Task 2: Inventory Existing Data and Related Plans (to include Natural Resources and Manmade Resources sections)
- 12.1.3 Task 3: Analyze Data and Develop Proposed City Green Infrastructure
- 12.1.4 Task 4: Develop an Action Plan
- 12.1.5 Task 5: Public Participation
- 12.1.6 Task 6: Final Summary Plan and Approval

13. That Section II. Plan Budget, Scope of Service and Plan Budget, of the referenced Attachment “A”, is hereby amended to include the following Basis of Compensation as further described in EXHIBIT “A-1”:

Total Fee:	\$74,950
Estimated Reimbursable Expenses:	<u>\$ 5,500</u>
Grand Total:	\$80,450

This amount is included in, not in addition to, the total described in Section 8 herein.

14. That the Green Infrastructure Plan shall not alter the phases described in Section 2. Time of Completion, to Attachment “B” to the April 26, 2005, Professional Services Contract, EXHIBIT “A”, and that the Schedule contained in the attached “EXHIBIT A-1” shall run concurrently with the tasks described in the Master Plan and may exceed both the time of completion of the Master Plan and approval of same by City Council, if necessary.
15. Except as amended herein, EXHIBIT “A”, and its accompanying Attachments “A” and “B” to the April 26, 2005 Professional Services Contract shall remain in full force and effect.

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

**(signatures on following page)**

CITY OF EL PASO

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

CONSULTANT: HALFF ASSOCIATES, INC.

\_\_\_\_\_  
James E. Carrillo  
Vice President

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Josette Flores  
Assistant City Attorney

  
\_\_\_\_\_  
R. Alan Shubert, P.E., C.B.O., Director  
Development Service Department

**ACKNOWLEDGEMENTS**

STATE OF TEXAS        )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2006,  
by Joyce A. Wilson as City Manager of the City of El Paso.

\_\_\_\_\_  
**Notary Public, State of Texas**

STATE OF TEXAS        )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledge before me on the \_\_\_\_ day of \_\_\_\_\_, 2006,  
by James E. Carrillo, as Vice President of HALFF ASSOCIATES, INC.

\_\_\_\_\_  
**Notary Public, State of Texas**

**EXHIBIT 'A'**



2.2 The CONSULTANT is an independent contractor. Except as may be expressly and unambiguously provided in this Contract, no partnership or joint venture is intended to be created by this Contract, nor any principal-agent or employer-employee relationship between the parties or any of their officers, employees, agents or sub-consultants.

(A) As an independent contractor, the CONSULTANT understands and agrees that it will be responsible for its respective acts or omissions, and the CITY shall in no way be responsible as an employer to the CONSULTANT's officers, employees, agents, representatives or sub-contractors who perform any service in connection with this Contract.

2.3 The CONSULTANT shall not receive any compensation or benefits from the CITY, other than as expressly set forth in this Contract.

2.4 The CONSULTANT does not have, and will not attempt to assert, the authority to make commitments for or to bind the CITY to any obligation other than the obligations set forth in this Contract. The CITY does not have, and will not attempt to assert, the authority to make commitments for or to bind the CITY to any obligation other than the obligations set forth in this Contract.

2.5 The CONSULTANT understands and expressly agrees that, in all things relating to this Contract, the CITY is performing a governmental function, as defined by the Texas Tort Claims Act. The parties hereby agree that the CITY enters into this Contract as a governmental entity for the purpose of performing a governmental function.

2.6 The CONSULTANT understands and expressly agrees that the CITY shall not be obligated or liable hereunder to any person other than CONSULTANT.

### **3.0 REPRESENTATIONS BY THE PARTIES**

3.1 The CONSULTANT represents and agrees to the following:

(A) That CONSULTANT shall comply with all applicable federal, state and local governmental laws, rules, regulations and all provisions of the City of El Paso Charter and Code of Ordinances, now existing or as may be amended, in the performance of its duties under this Contract.

(B) The CONSULTANT shall obtain and pay for all licenses, permits and certificates required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder.

(C) The CONSULTANT warrants that it is duly authorized and licensed to perform its duties hereunder in each jurisdiction in which it will act. The CONSULTANT further warrants that its employees, agents and sub-consultants shall maintain all required profession licenses during the Contract Term. If the CONSULTANT receives notice from a licensing authority of a suspension or revocation of a license of CONSULTANT's employee(s), agent(s) or sub-contractor(s), CONSULTANT shall immediately remove such employee, agent

or sub-contractor from performing any further services under this Contract until such license is reinstated and in good standing. If the CONSULTANT fails to maintain such licenses or fails to remove any employee, agent or sub-consultant who performs services under this contract whose license has expired or been revoked or suspended, the CITY shall be entitled, in its sole discretion, to immediately terminate this Contract upon notice to CONSULTANT.

(D) The CONSULTANT warrants that the Services, and those of his subcontractor(s) will be performed in a professional manner in accordance with the applicable professional standards. The CONSULTANT gives no warranty, express or implied, as to the results of any recommendations made in any reports provided to the CITY under this Contract. The CONSULTANT will not be liable for any damages that result or are alleged to result from any recommendations or reports provided to the CITY under this Contract.

(E) The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty the CITY shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the Contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

3.2 The CITY represents and agrees to the following:

(A) The CITY shall provide all known information pertinent to the development of the Plan, including any previous park master plans, previous and/or ongoing audits of the park/facilities and program services, list of the parks/facilities, list of current program services and other relevant documentation that has already been created by the Department. In performing its services, the CONSULTANT will be entitled to rely upon the accuracy of the CITY provided information.

(B) The CITY will provide one full time employee or an equivalent to assist the CONSULTANT with the assembly of relevant parks system and CITY's existing information, recreation program information, the existing park assessments and data collection, the survey investigation, community participation phase of the Plan, coordination, speaker arrangements and setup for the parks symposium, and discussions with athletic organizations. The City employee will also assist in coordinating schedules for meetings, and may assist in other reasonable tasks during the duration of the planning process.

(C) The CITY will provide an office that will be available for the CONSULTANT within the Department during the life of this Contract.

#### 4.0 SCOPE OF SERVICES

4.1 The CONSULTANT shall perform the professional services (hereinafter "the Services") necessary for the development of the Plan as outlined in **Attachment "A."**

4.2 The Services are scheduled to be performed during the period of April 26, 2005, through the completion of the Plan, which is estimated to take eight (8) months from the date that notice to proceed is given in writing by the CITY (hereinafter "term period").

(A) Completion of the Plan includes the possible submission and presentation of the final Plan to a review committee organized and created by the CITY; submission and presentation of the final Plan to the Department's Advisory Board; and submission, presentation and approval of the final Plan to the CITY Council, the governing body of the CITY. The estimated time frame for the term period is eight (8) months.

(B) The CONSULTANT shall complete the Services in accordance with the timelines and schedules outlined in **Attachment "B."** Time allotments for review by the CITY and other review committees or entities, if any, are included in the estimated time schedule, and if exceeded will increase the length of the project schedule accordingly.

(C) The CITY may determine that this Contract will remain in full force past the estimated term period noted above. Such a determination will be based upon the individual circumstances of this Contract and the extenuating circumstances arising with respect to the development of this Plan.

(D) This Contract will terminate upon the acceptance and approval of the final Plan report by the City Council.

4.3 All aspects of CONSULTANT's services shall be coordinated with the Director of the Department, who shall use best efforts to facilitate the successful completion of CONSULTANT's services and shall not unnecessarily impede CONSULTANT's efforts.

4.4 Subcontractor(s). The CONSULTANT may subcontract with other competent entities to provide services required to be performed under this Contract.

(A) All subcontractor(s) to be used by the CONSULTANT must be approved in writing by the CITY, through the Director of the Department.

(B) All work or services approved for subcontracting shall be contracted only by written contract and agreement, unless specific waiver is granted in writing by the CITY. Each subcontract approved and entered into by the CONSULTANT shall be subject to the terms of this Contract.

(C) Compliance by subcontractor(s) with this Contract shall be CONSULTANT's responsibility.

(D) Despite CITY approval of a subcontract or sub-contractor, the CITY shall in no event be obligated to any third party, including any subcontractor(s) of CONSULTANT, for performance of work or services, nor shall CITY funds ever be used for payment of work or

services performed prior to the date of Contract execution or extending beyond the expiration date of this Contract.

**5.0 TERMINATION.** This Contract may be terminated as provided herein.

5.1 Termination by City. It is mutually understood and agreed by the CONSULTANT and the CITY that the CITY may terminate this Contract, in whole or in part for the convenience of the CITY, upon **thirty (30) consecutive calendar days** written notice.

(A) It is also understood and agreed that upon such notice of termination, the CONSULTANT shall cease the performance of services under this Contract. Upon such termination, the CONSULTANT shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the CITY's notice of termination. In the event the CITY terminates this CONTRACT for cause, CONSULTANT shall be entitled to compensation for services performed and approved expenses incurred, prior to the termination. Nothing contained herein, or elsewhere in this Contract shall require the CITY to pay for any services that are not in compliance with the terms of this Contract and its attachments.

5.2 Termination by Default or Breach. The CITY shall have the right to cancel for default or breach all or any part of the undelivered portion of this Contract if the CONSULTANT breaches any of the terms hereof including warranties of the CONSULTANT or if the CONSULTANT becomes insolvent or commits acts of bankruptcy and fails to cure or commence to diligently prosecute to cure any such breach **within thirty (30) days of receipt of written notice by CITY** alleging such breach. Such right of cancellation is in addition to and not in lieu of any other remedies that the CITY may have in law or equity.

(A) Default or breach shall occur if a party fails to observe or perform any of its duties under this Contract. Should such a default or breach occur, the injured party may deliver a written notice to the defaulting party describing such default and the proposed date of termination. Such proposed date of termination may not be sooner than the 30<sup>th</sup> day following receipt of the notice. The injured party, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the defaulting or breaching party cures or diligently and continuously prosecutes to cure such default or breach, then the proposed termination shall be ineffective. If the defaulting or breaching party fails to cure or diligently and continuously prosecutes to cure such default prior to the proposed date of termination, then the injured party may terminate its performance under this Contract as of such date. In the event of such termination, the CONSULTANT shall be entitled to compensation for services performed and approved expenses incurred, prior to the termination. Nothing contained herein, or elsewhere in this Contract shall require the CITY to pay for any services that are not in compliance with the terms of this Contract and its attachments.

5.3 Termination by Mutual Consent. The parties may terminate this Contract by mutual consent upon such terms as they may agree in writing.

5.4 Termination by Either Party. It is further understood and agreed by the CONSULTANT and the CITY that either party may terminate this Contract in whole or in part.

(A) Such termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Contract, and through on fault of the other party. No such termination shall be made, unless the other party being terminated is granted (a) written notice of intent to terminate enumerating the failures for which the termination is being sought; (b) a minimum of **thirty (30) consecutive calendar days** to cure such failures; and (c) an opportunity for consultation with the terminating party prior to such termination. However, the CITY retains the right to immediately terminate this Contract for default if the CONSULTANT violates any local, state or federal laws, rules or regulations that relate to the performance of this Contract. In the event of termination by the CITY pursuant to this subsection, CONSULTANT shall be entitled to compensation for services performed and approved expenses incurred, prior to the termination. Nothing contained herein, or elsewhere in this Contract shall require the CITY to pay for any services that are not in compliance with the terms of this Contract and its attachments.

5.5 Time of Performance Termination – Force Majeure. The Services shall be undertaken and completed as appropriate to carry out the purposes of this Contract. Except as otherwise provided, neither party shall be liable to the other for any delay in, or failure of performance, of any requirement contained in this Contract caused by *Force Majeure*.

(A) The term *Force Majeure* as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. By reason of *Force Majeure*, if either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract then such party shall give notice and full particulars of such *Force Majeure* in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such *Force Majeure*, shall be suspended for only **thirty (30) days** during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

5.6 Completion of Services. The Contract will automatically terminate upon approval of the final Plan report by the City Council of El Paso, unless extended pursuant to provisions of the Contract.

5.7 Termination Shall Not Be Construed as Release. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminating party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Contract.

(A) Upon termination of this Contract, all duties and obligations of the CITY and the CONSULTANT shall cease upon termination or expiration of this Contract, except that

all provisions of this Contract that expressly or impliedly contemplate or require payment or performance after the expiration or termination of this Contract shall survive such expiration or termination. Any unpaid obligation due and owing, by either party, as of the date of termination, shall continue to be due and payable.

## 6.0 CONSULTANT FEES AND PROJECT BUDGET

6.1 Payment to Consultant. The CITY shall pay to the CONSULTANT an amount not to exceed TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for all professional services and reimbursables performed pursuant to this Contract. The CONSULTANT's Plan Budget for the performance of all professional services and reimbursables is attached hereto as **Attachment "A."**

(A) Payment to the CONSULTANT shall be made on a monthly basis. Payment schedule is attached hereto as **Attachment "B."** The CITY shall make payments upon presentation of the CONSULTANT's detailed invoice and accompanying summary and progress report as well as the CITY's written approval.

6.2 Consultant's Services. The Professional Services to be provided by the CONSULTANT for this Contract are attached hereto as **Attachment "A."** It is understood and agreed by the parties that the CITY will not be obligated to pay for any professional services not contained in **Attachment "A,"** or elsewhere in this Contract and its attachments.

6.3 Consultant's Invoices. The CONSULTANT shall bill the CITY not more often than monthly, through written invoices pursuant to the amount of work completed at the time of invoicing as established in **Attachment "B."** Invoices shall contain a brief summary indicating, at a minimum, the total Plan Budget, the current invoiced amount and the amount billed to date.

(A) In addition to the summary, each invoice shall provide a progress report. The progress report shall describe, at a minimum, the progress of the Plan to date also indicating the percentage of completion of each phase.

6.4 Payment by the City. CITY agrees to pay invoices for all professional services performed as soon as reasonably possible, but not later than **thirty (30) days** from receipt. Upon dispute, however, the CITY may, upon notice to the CONSULTANT, withhold payment to the CONSULTANT for the amount in dispute only, until such time as the exact amount of the disputed amount due to the CONSULTANT is determined. The total amount paid to CONSULTANT shall not exceed TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00).

6.5 Costs Not Enumerated. Except as specifically set forth in this Contract and its attachments, all costs related to the completion of the professional services requested herein shall be borne by the CONSULTANT and not passed on to the CITY or otherwise paid by the CITY, unless a written amendment to this Contract is executed by both parties allowing for additional costs.

## 7.0 INDEMNIFICATION

7.1 Indemnification by the Consultant. CONSULTANT UNDERSTANDS AND AGREES THAT IT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE NEGLIGENT, GROSS NEGLIGENT, INTENTIONAL, MALPRACTICE OR WILLFUL ACTS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, SUBCONTRACTORS, EMPLOYEES, OR REPRESENTATIVES IN RENDERING THE SERVICES UNDER THIS CONTRACT.

(A) Without modifying the conditions of preserving, asserting or enforcing any legal liability against the CITY as required by the City Charter or any law, the CITY will promptly forward to CONSULTANT every demand, notice, summons or other process received by the CITY in any claim or legal proceeding contemplated herein.

(B) In addition, CONSULTANT shall promptly advise the CITY in writing of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this Contract.

(C) CONSULTANT understands and agrees that it will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the CONSULTANT may deem expedient; and 3) defend or cause to be defended on behalf of the CITY all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages.

(D) CONSULTANT understands and agrees that it will pay all final judgments establishing liability of the CITY in actions defended by CONSULTANT pursuant to this section along with all attorneys' fees and costs incurred by the CITY including interest accruing to the date of payment by CONSULTANT, and premiums on any appeal bonds.

(E) The CITY, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest without relieving CONSULTANT of any of its obligations under this paragraph.

7.2 Indemnification of Subcontractors. CONSULTANT shall require all of its sub-consultants to include in their subcontracts indemnity in favor of the CITY in substantially the same form as in Paragraph 7.1, above.

## 8.0 INSURANCE

8.1 The CONSULTANT shall not commence work under this Contract until the CONSULTANT has obtained sufficient insurance as required herein, and such insurance has been approved by the CITY. The CONSULTANT shall maintain the required insurance

throughout the term period of this Contract. Failure to maintain said insurance shall be considered a material breach of this Contract.

8.2 Consultant's Insurance. The CONSULTANT shall provide and maintain certain insurance in full force and effect at all times during the term of this Contract and any extensions thereto. Such insurance is described as follows:

(A) Workers' Compensation Insurance. The CONSULTANT shall procure and shall maintain during the life of this Contract, Workers' Compensation Insurance as required by the applicable Texas law for all CONSULTANTS' employees to be engaged in work under this Contract. The CONSULTANT shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the CITY, its officers, agents, representatives and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee insured.”

(B) Liability Insurance. The insurance, at a minimum, must include the following coverage and limits of liability and coverage:

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
Employer's Liability	Bodily Injury by Accident: \$500,000 (each accident)
	Bodily Injury by Disease: \$250,000 (policy limit)
	Bodily Injury by Disease: \$250,000 (each employee)
Comprehensive General: Including Broad Form Coverage Contractual Liability Bodily and Personal Injury	Bodily Injury and Property Damage, combined limits of \$500,000 each occurrence and \$1,000,000 aggregate
Excess Liability	Bodily Injury and Property Damage, combined limits of \$500,000 each occurrence and \$1,000,000 aggregate
Automobile Liability Insurance (for automobiles used by the CONSULTANT in the course of its performance under this Contract, including Employer's Non-Ownership and Hired Auto Coverage)	\$500,000 combined single limit per occurrence

Professional Liability Coverage

\$1,000,000 per claim  
\$2,000,000 aggregate

(C) Issuers of Policies. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Purchasing Director in his or her sole discretion as to conformance with these requirements.

(D) Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability and Professional Liability, must name the CITY (and its elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Contract.

(E) Deductibles. A policy may contain deductible amounts only if the Purchasing Director approves the amount and scope of the deductible. CONSULTANT shall assume and bear any claims or losses to the extent of such deductible amount and waives any claim it may ever have for the same against the CITY, its officers, agents or employees.

(F) Cancellation. Each policy must expressly state that it may not be canceled or non-renewed unless **thirty (30) days advance notice of cancellation or intent not to renew** is given in writing to the Purchasing Director by the insurance company. CONSULTANT shall give written notice to the Purchasing Director **within five (5) days** of the date upon which total claims by any party against CONSULTANT reduce the aggregate amount of coverage below the amounts required by this Contract.

(G) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the CITY, its elected and appointed officials, officers, agents or employees.

(H) Endorsement of Primary Insurance. Each policy must contain an endorsement that such policy is primary insurance, so long as it is customary in the industry and under Texas law for such insurance to be primary, to any other insurance available to the CITY, the Additional Insured, with respect to claims arising hereunder and that the insurance applies separately to each insured.

(I) Liability for Premium. If any of the policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate of waiver sufficient to establish that the issuer is entitled to look only to CONSULTANT for any further premium payment and has no right to recover any premiums from the CITY.

(J) Sub-contractor(s). The CONSULTANT shall require all subcontractor(s) to carry insurance naming the CITY as an additional insured and meeting all of the above requirements.

(K) Delivery of Policies. A copy of all insurance policies referred to above, or certificate of insurance, together with written proof that the premiums have been paid, shall be deposited by CONSULTANT with the Purchasing Director prior to beginning work under this Contract. Notwithstanding the termination notice provisions in this Contract, the failure of CONSULTANT to provide the Purchasing Director with the above proof of insurance prior to beginning work and thereafter prior to the beginning of each year of the Term of this Contract, shall constitute a default on the part of CONSULTANT entitling the CITY, upon three (3) days written notice to CONSULTANT to terminate this Contract. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during the term of this Contract. Notwithstanding the proof of insurance requirements set forth above for the CONSULTANT, it is the intention of the parties hereto that CONSULTANT, throughout the term of this Contract, continuously and without interruption, maintain in force the required insurance coverage set forth above. Failure of the CONSULTANT to comply with this requirement shall constitute a default of CONSULTANT allowing the CITY, at its option, to terminate this Contract. Notwithstanding the proof of insurance requirements for subcontractors set forth above, it is the intention of the parties hereto that CONSULTANT, throughout the term of this Contract, continuously and without interruption, ensure that its subcontractors maintain in force the required insurance coverage set forth above. Failure of a subcontractor to comply with this requirement shall constitute a default of CONSULTANT allowing the CITY, at its option, to terminate this Contract.

## 9.0 GENERAL PROVISIONS

9.1 Contract Time. The CONSULTANT understands and agrees to provide all professional services requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Contract within the time schedules indicated within **Attachment "B."**

(A) It is acknowledged that the CONSULTANT does not have control over all aspects of the process and cannot warrant that it will complete all professional services by a certain date. The CONSULTANT shall timely notify the Director of the Department of any delay beyond its control and the Director of the Department shall extend the time schedule in the event of delays which the Director reasonably determines are beyond the control of the CONSULTANT.

9.2 Consultant's Quality of Work. The CITY's review of any documents prepared by the CONSULTANT is only general in nature and its option to approve and accept the work in no way relieves the CONSULTANT of responsibility for any specific deficiencies in its professional services. The CONSULTANT's professional services shall be performed as expeditiously as is consistent with professional skill and care as well as the orderly progress of the Plan and in accordance with the time periods established in **Attachment "B,"** and shall be adjusted, if necessary, as the Plan proceeds. The identified time limits shall not, except for reasonable cause, be exceeded by the CONSULTANT. The professional services provided by the CONSULTANT under this Contract shall be performed in a manner consistent with that level

of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

9.3 Confidential Work. The CONSULTANT recognizes that all materials to be prepared and all data received in connection with this Contract by the CONSULTANT shall be kept in strictest confidence. The CONSULTANT shall not divulge such confidential information except as approved in writing by the CITY or as otherwise required by law until publication of Master Plan. The CONSULTANT shall establish a method to secure the confidentiality of records or information that the CONSULTANT may have access to in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting the CITY's or its authorized representatives', right of access to records or other information under this Contract. If the CONSULTANT receives inquiries regarding documents within its possession pursuant to this Contract, the CONSULTANT shall immediately forward such request to the City Attorney's office for disposition.

9.4 Inspections. The CITY shall have the right to perform, or cause to be performed, (1) inspections of the books and records of the CONSULTANT related to the performance in creation of a Master Plan, and (2) inspections of all places where work is undertaken in connection with this Contract. The CONSULTANT shall be required to keep such books and records available for such purpose for **at least five (5) years** after its performance under this Contract ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

9.5 Ownership. The Master Plan generated by CONSULTANT as a result of its activity under this Contract shall remain at all times the property of the CITY. The data stored in the computer database shall also remain the property of the CITY. The CONSULTANT may use the Master Plan prepared as an example of work produced.

9.6 Right to Assurance. Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, said party may demand that the other party give written assurance of its intent to perform. In the event that a demand is made and no assurance is given **within five (5) calendar days**, the demanding party may treat this failure as an anticipatory repudiation of the contract.

9.7 Assignment. Neither party may assign its rights or obligations under this Contract, including but not limited to (a) any interest in the proceeds of the contract, (b) any proceeds of claims arising from the contract or (c) any claims or causes of action arising out of the project, without the prior written consent of the other party hereto. Any attempted assignment or delegation by either party shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

9.8 Survival. Each party shall remain obligated to the other under all clauses of this Contract that expressly or by their nature extend beyond the expiration or termination of this Contract, including but not limited to the Indemnification provisions hereof.

9.9 Amendment and Waiver. The parties may amend this Contract at any time by mutual consent. Unless otherwise provided herein, this Contract may be amended only by written instrument duly executed on behalf of the CITY (by authority by the City Council) and CONSULTANT. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

9.10 Advertising by Consultant. The CONSULTANT shall not advertise without the CITY's prior consent, the fact that the CITY has entered into this contract, or as an accurate description to third parties of the work and consulting activities of CONSULTANT.

9.11 Complete Agreement. This Contract, together with the Attachment(s) attached hereto, constitutes the entire agreement between the parties relating to the terms and conditions of the Contract. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Contract confers no rights on any person(s) or business entity(s) that is not a party hereto. This Contract shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Contract.

9.12 Governing Law. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of the City of El Paso.

9.13 Severability. All agreements and covenants contained in this Contract are severable. Should any term or provision of this agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this agreement should be valid and binding and have full force and effect as if the invalid portion had not been included

9.14 Venue. For the purpose of determining place of this Contract and the law governing the same, this Contract is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, State of Texas.

9.15 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the address prescribed in the preamble of this Contract or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

CITY: City of El Paso  
Attention: Mayor's Office  
Two Civic Center Plaza, 10<sup>th</sup> Floor  
El Paso, Texas 79901-1196

COPY TO: Parks and Recreation Department  
Two Civic Center Plaza, 6<sup>th</sup> Floor  
El Paso, Texas 79901-1196

CONSULTANT: Half Associates, Inc.  
Attention: James E. Carrillo, A.S.L.A., A.I.C.P.  
1421 Wells Branch Parkway, Suite 104  
Austin, Texas 78660-3230

9.16 Warranty of Capacity to Execute Contract. The person signing this Contract on behalf of the CONSULTANT warrants that he/she has the authority to do so and to bind the CONSULTANT to this Contract and all the terms and conditions contained herein.

Each person signing below represents that he or she has read this Contract in its entirety (including any and all Exhibits); understands its terms; and agrees on behalf of such party that such party will be bound by those terms.

**(Signatures On Following Page)**

Executed this 20<sup>th</sup> day of April, 2005.

CITY OF EL PASO

Joyce Wilson  
Joyce Wilson  
City Manager

CONSULTANT: Halff Associates, Inc.

By: James E. Carrillo 4/21/05  
Name Printed: James E. Carrillo  
Title: Vice President

APPROVED AS TO FORM:

Jennifer F. Callan  
Jennifer F. Callan  
Assistant City Attorney

APPROVED AS TO CONTENT:

Norman C. Merrifield  
Norman C. Merrifield, Ed.D.  
Director, Parks & Recreation Department

## ATTACHMENT "A"

### SCOPE OF SERVICES AND PLAN BUDGET

#### I. SCOPE OF SERVICES

The mission of the El Paso Park and Recreation Department for the City of El Paso ("the Department") is to develop, reserve and maintain quality open space and indoor facilities while simultaneously providing opportunities for recreational and leisure-time activities (structured and unstructured) for all citizens of El Paso. Therefore, the Comprehensive Park, Recreation and Open Space Master Plan ("the Plan") shall take into account the entire City of El Paso Park, Recreation and Open Space system. The Plan will also reflect some historical context and clearly articulate future needs and requirements of the community with respect to parks/facilities, program services and administrative functions of the Department.

The Plan is intended to help the Department accomplish the following:

1. Develop an effective and cost efficient plan that addresses strategies to meet the future anticipated demands for parks, recreation programs, special facilities and open space resources within the variables prescribed by existing and proposed community resources;
2. Evaluate and recommend steps to strengthen department finances and recreational services for the youth of the community. Review and provide recommendations regarding the land dedication ordinance;
3. Review and evaluate the Department's organization, and provide recommendations to enhance the Department's capacity to meet the needs and priorities of the City of El Paso. These recommendations may address management needs, park operations and land management, parks/facility planning, programs, services and recreation.

The plan shall draw upon and utilize prior recommendations made by the Summary Operations Audit prepared for the Parks and Recreation Department, dated November 5, 2004. The report shall be provided in digital word format and permission to use the content of the report in the complete master plan.

The professional services to be completed for the development of this Plan is to be divided into six (6) phases as follows:

#### A. Phase 1 – Pre-Planning

##### 1.1 PROJECT INITIATION MEETING

Halff Associates staff will arrange a meeting in El Paso with appropriate City staff. Key Design Team members from participating firms will attend. This meeting will accomplish several pre-planning objectives: (a) **Orientation.** The City of El Paso and the primary team leaders of the Halff Associates design team will become familiar with the project team structure and organization and arrive at a complete understanding of the roles and responsibilities of all project participants; (b) **Review of Key Issues.** Key significant issues to be addressed during the course of the work will be reviewed with staff and team members; (c) **Schedule.** Review contract schedule and establish key milestone dates; (d) **Information exchange.** At this meeting we will discuss all documentation needs of Halff Associates. This will give the City an opportunity to provide information or to provide Halff Associates guidance in the securing of information not readily available at the time of the meeting; (e) **Identify planning**

**divisions within the city** - the city will be divided into planning study areas based on available demographic information and previous citywide planning efforts. These areas will be mutually agreed upon by the City of El Paso and the Planning Team.

Consultants will maintain a comprehensive project progress manual that documents the project in the form of minutes, administrative reports; draft documents, reference materials, etc.

## **1.2 REVIEW PREVIOUS STUDIES THAT MAY IMPACT PARKS PLAN AND/OR RECOVERY ACTION PLAN**

Halff Associates will review other past or ongoing efforts that may influence the city's Recovery Action Plan/Parks Master Plan. This will include but not be limited to (a) previous Park Master Plan and audits such as the Parks and Recreation Department's Summary Operations Audit (b) previous comprehensive plans and the Plan for El Paso; (c) current city zoning and land use plan; (d) specific master plans previously prepared for key areas in El Paso.

## **1.3 PREPARATION OF BASE MAPPING**

Three levels will be illustrated, to ensure that the plan is comprehensive, yet sufficiently detailed to serve as a future guide. The base mapping will be prepared in a digital form for future use by the City of El Paso (through incorporation and enhancement of existing City of El Paso digital base mapping files). Digital aerial photographs and /or CADD illustrations obtained from the City will be used as the base information for the citywide, sector and neighborhood level maps. To reduce time constraints, all mapping will be provided in digital CADD or JPEG format by the CITY. If necessary, non-digital maps will be scanned by the CITY and provided on disk to Halff Associates.

- **Regional level**, including all areas in the City ETJ, as well as relationship to El Paso County.
- **City-wide level**, including sectors established by the Comprehensive Plan, prior park master plans and council district boundaries as provided by the City of El Paso in digital format, and as determined in Task 1.0.
- **Specific key areas** – key neighborhood areas as determined to be appropriate.

All CADD mapping that is produced will be compatible with City base maps and use NAD 83 reference points. Other mapping produced in illustrative format will be in JPEG graphic file formats.

## **1.4 DEMOGRAPHIC REVIEW**

Halff Associates will illustrate population by planning sectors from population data provided by the City of El Paso, based on the Year 2000 Census data, and updated based on other information available from City, State and census sources, map demographic data that includes: current population; future growth forecasts as provided by the City of El Paso; typical population profile, based on sex, age, ethnicity, income and education, (based on Year 2000 Census data); regional population characteristics; and regional economic characteristics from most recently available information provided by the City of El Paso.

The City of El Paso shall also provide, in digital form, demographic and PRIZM data developed as part of the previous audit of the Parks and Recreation Department by CEPH of Chevy Chase, Maryland. This data shall be available for inclusion in the master planning process and documents.

## 1.5 COMPILE KEY PARKS AND RECREATION LONG TERM GOALS AND OBJECTIVES

Halff Associates will compile a preliminary list of goals and objectives for the Parks System, to serve as a framework for modification by staff and the citizens of El Paso. These goals will be based on previous policy statements approved by the City Council of El Paso, as well as new goals developed through citizen, staff and elected official input. Review with City Staff and modify as appropriate per comments received.

### B. Phase 2 - Inventory and Recreation Usage

The Plan will include a review and evaluation of each park, open space and recreation facility in the Department. The review of park/facility infrastructure will include analyzing and evaluating current and future needs and priorities related to parkland, environmentally sensitive areas, open space, jogging/biking trails, parkways, special use areas and other facilities, to include growth projections. Infrastructure also involves recreation and leisure programming and must be an integral part of the Plan's components, especially related to 16 recreation centers, 9 senior citizen centers, and special revenue program operations.

#### 2.1 INVENTORY/REVIEW OF EXISTING PARKS AND RECREATION FACILITIES

Halff Associates will map general park locations by sector and type to illustrate the general geographic location of all park and recreation related facilities in El Paso. Incorporate base information and park locations and boundaries previously compiled by the City. Facilities to be shown include: existing parks, private or quasi-private recreation facilities, and City owned properties, including undeveloped properties.

Halff Associates will also map current and potential future school locations by sector that may have recreation facilities that are available to the general public, using mapping previously prepared by the City of El Paso, or as obtained by the CITY from each school district.

Halff Associates will review the existing parks by conducting an on-site review of each park, and document existing facilities in each park, as well as note major deficiencies or generally readily apparent safety hazards. Based on this review, Halff Associates will assemble data that may be useful in developing a future risk assessment in each facility. City of El Paso staff will assist in the review of existing parks.

**Tabular summary of facilities** – prepare a table for each park type (i.e. neighborhood parks, community parks, etc.) that summarizes the number of facilities in each park.

#### 2.2 COLLECT DATA ON LEAGUES, ASSOCIATIONS, AND EXISTING RECREATION PROGRAMS

Halff Associates will meet with groups of area athletic associations for the purpose of information gathering and to discuss key needs and issues. Prepare an information request form for distribution to leagues and other facility users, and assist each league in obtaining and completing the information request during meetings with the associations. Assemble data on leagues, associations and other entities that use recreation facilities provided by the City of El Paso or other semi-public or public facilities. Include club teams in facility discussions. A total of 10 meetings with associations or leagues are programmed in this scope of work.

Halff Associates will also obtain additional information on other recreation providers in El Paso and the surrounding area. This may include the number of teams, number and type of facility used by each team;

number of participants, attendees in current and past years, as well as potential growth; City of El Paso staff liaison will assist in collecting this data.

The City of El Paso, athletic leagues or recreational organizations will provide program data, including but not limited to (a) number of teams, (b) number of participants, (c) breakdown by age and sex (where applicable), (d) city program participation records for past three years, (e) other non-city program data (i.e. Boy's Club), and (f) other participant data as available. The City of El Paso will also assist with the organization of the community meetings with leagues, and distribute information request form as necessary.

Upon completion of the above tasks, Halff Associates will summarize the obtained information on programs and leagues.

### **C. Phase 3 – Citizen and Key Stakeholder Input**

#### **3.1 INTRODUCTORY SYMPOSIUM – PARK AND RECREATION FOR THE 21<sup>ST</sup> CENTURY**

In order to appropriately announce and introduce the PLAN and its process to the El Paso Community, the consulting firm along with the City's Park and Recreation Department staff, the Community Park Foundation and the Chamber of Commerce will facilitate an evening 21<sup>st</sup> Century Park and Recreation Symposium. The event will include one to two prominent nationally recognized park and recreation leaders speaking on the subject of public parks, economic development, sustainability green space, and park and recreation services in the 21<sup>st</sup> century. The City of El Paso will be responsible for event arrangements, including location, advertising, food and drink, and logistics such as security, sound system, etc. Halff Associates will provide two (2) speakers for the event, including the Halff Associate project manager and a second recognized speaker such as Dr. John Compton from Texas A&M University.

#### **3.2 STAFF RETREAT FOR INPUT AND IDEA DEVELOPMENT**

Halff Associates will assist in conducting a Staff Retreat that will be scheduled to follow the Symposium. The location of the retreat will be determined at a later date. The retreat will not exceed one eight (8) hour period. The symposium speakers will help facilitate input by staff, as well as focus on exposing staff to key trends in park and recreation, the mission of the Department and to discuss ideas and strategies for El Paso. Individual or small group interviews with key staff may be substituted for the staff retreat if deemed appropriate by Park and Recreation Department staff. The City of El Paso will be responsible for event arrangements and associated costs, such as coordinating and on-site staff, location, meals, and transportation. Halff Associates will provide two speakers for the event, including the Halff Associates project manager and a second speaker or facilitator.

#### **3.3 INTERVIEW KEY ENTITIES THAT MAY INFLUENCE PLAN**

Halff Associates or its sub-consultant(s) will prepare the key interview questionnaire(s) to serve as a structure for the interviews. Upon completion of the questionnaire(s), Halff Associates or its sub-consultant(s) will conduct interviews of key community representatives who are familiar with recreational facilities in El Paso. A total of up to 30 interviews are included in this task. These may include but are not limited to: Mayor; all Council members; area School District(s) School Superintendent/Athletic Directors; key community leaders or recreation providers as recommended by City Staff; business leaders; members of the Parks Advisory Board (key members individually, as well as the entire Board collectively); members of the Park Foundation and significant individuals that may be interested in the Parks organizations or that may have contributed to the Parks system in the past. Interviews will be arranged by the staff of the Parks and Recreation

Department, and as much as possible will be arranged on concurrent days and times.

### **3.4 SURVEY RECREATION PROGRAM USERS**

Halff Associates or its sub-consultant(s) will prepare a simple questionnaire and distribute to recreation center staff for distribution to program users. Once staff has collected surveys, tabulate feedback received from users.

### **3.5 PRELIMINARY CITIZEN INPUT**

Halff Associates or its sub-consultant(s) will use multiple methods of obtaining citizen and board input. Input will focus on park system goals, as well as well citizen facility preferences and desires for additional park facilities or programs. The methods to be used for this task will include but not limited to:

(a) Citywide telephone survey, to be administered in both English and Spanish. The survey will consist of a minimum of 100 surveys per sector, for a total of 600 completed responses. The questionnaire for telephone survey will generally be 3-4 pages and last about 5-8 minutes. The survey will be reviewed during the task and modify as appropriate. Halff Associates will obtain appropriate random list of addresses or phone numbers for telephone survey. Halff Associates will also divide the City into six previously identified sectors for purposes of the survey, using previously identified sector plans as a basis for the survey sectors.

(b) Week long charette to be conducted at one location, which will be determined at a later date. The charette will include a mini-workshop and small meetings with key groups, if appropriate. Invitations to such will be sent to Park Advisory Board and Park Foundation members, City Council members, members of service clubs, leagues and homeowner groups. Media invitations should be extended to television, radio, city cable and newspaper. Advertising for workshops and meetings will be conducted in conjunction with staff of the City's Park and Recreation Department at the storefront locations. Storefront location will be used as weeklong working office (from 11am to 9pm each evening), so working activities will also be conducted when citizens are not visiting the storefront. Further, advertising will be conducted in both English and Spanish. Halff Associates will prepare exhibits and presentations for the workshop sessions and meetings. Halff Associates will also prepare a summary report of the findings from the workshop and meetings. Charette meeting location arrangements and advertising for the meetings will be coordinated and paid for by the City of El Paso.

(c) Up to seven (7) citywide public meetings on a sector basis to ensure adequate citizen participation in the Plan. Halff Associates will conduct the citywide public meetings in both English and Spanish by Halff Associates. Meeting attendance will be highly dependent on the amount of publicity the schedule receives for the event. These public meetings will be held on concurrent evenings over a span of two (2) weeks. Meeting arrangements and advertising for the meetings will be coordinated and paid for by the City of El Paso.

(d) Four (4) to six (6) neighborhood level meetings will be conducted to address specific area concerns, based on Park and Recreation Department recommendations, and will be conducted in English and Spanish. Further, this task will include a radio call-in talk show with Spanish language media to allow the Spanish-speaking residents the opportunity to provide input. The neighborhood level meetings will be conducted during the weeklong charette, described above. Meeting arrangements and advertising for the meetings will be coordinated and paid for by the City of El Paso.

#### **D. Phase 4 – Needs Assessment**

Park/Facility and Program Service recommendations must be the result of Halff Associate's research and knowledge of best practices regarding park and recreation systems. A jury of professional experts from the Park and Recreation Academy may be used as one methodology (costs associated with this jury are not included in the fees for this effort). Also included should be a literature and planning review, meetings with elected officials and department heads, on site visitation, neighborhood/community meetings, and special meetings with parks and recreation board members, director and professional staff. The Plan must reflect the community's voice articulated through town and neighborhood meetings, needs assessment data collected through scientific surveys and information provided by the experience of park board members, community leaders, and professional staff. Halff Associates must design the Plan to reflect a detailed ten-year Visionary Program (2005-2015). The Plan will follow, among other activities, the most current guidelines established by the Texas Parks and Wildlife Department.

##### **4.1 EVALUATE STANDARDS FOR CITY PARK AND OPEN SPACE SYSTEM**

Halff Associates will review previously adopted El Paso parks, trails open space, and recreation standards, and recommend adjustments or new standards as appropriate. Halff Associates will use the following criteria to evaluate the standards (a) compare park spatial standards with those found in similar cities, including geographically and demographically similar cities, as well as other exceptional model cities; (b) use NRPA standards or similar area standards as point of reference only; (c) prepare illustrations of the desired features of typical park types, including neighborhood, community, linear and special purpose parks; and (d) prepare comparison of recommended spatial facilities to actual number of facilities, and develop table that illustrates deficiencies in each category.

##### **4.2 CONSIDER SPECIAL EVENTS AND ECONOMIC IMPACT OPPORTUNITIES**

Halff Associates will evaluate special events currently conducted by the City's Park and Recreation Department. From data provided by City's Park and Recreation Department, Halff Associates will evaluate cost to level of attendance as well as consider other special facilities or events that may generate economic impact and estimate potential cost of these events or facilities, and potential impact.

##### **4.3 EVALUATE ATHLETIC FACILITIES**

Halff Associates will prepare evaluation of existing athletic facilities, based on on-site review, league usage and input received from staff and from league representatives. The tasks to be completed are as follows: (a) prepare summary of current usage levels for all active public or semi-public athletic facilities in El Paso, as well as non-City of El Paso athletic facilities that are available to El Paso residents. Evaluate whether usage of athletic fields is being reasonably maximized; (b) based on league usage, growth, and facility availability in other non-El Paso venues, determines anticipated need for additional athletic facilities, expressed in number of new facilities needed; (c) review fee and maintenance structure currently used by the City of El Paso for the use of city-owned athletic facilities, and compare with actual cost of operating and maintaining the athletic facilities. Assess cost and usage by select, Club and traveling athletic teams; (d) develop initial recommendations for developing additional athletic facilities (if adequate need is demonstrated), as well for potential modifications to the city's fee and maintenance responsibility structure; and (e) identify need for additional practice facilities, and suggest general potential geographic locations.

#### **4.4 RECREATION PROGRAM SERVICE INFRASTRUCTURE NEEDS**

Based on interviews with staff and review of program attendance and user feedback, develop summary of key recreation infrastructure needs, including staff, facilities, equipment, accounting and operational procedures, and other needs. Incorporate findings of Department audit by CEPH in November 2004.

#### **4.5 GOVERNANCE INFRASTRUCTURE NEEDS AND CONCERNS**

A review of the Administrative Infrastructure must prioritize governance, policy and other management functions of the Parks and Recreation Department that provide support to the overall organization including Administration, Park Operations and Land Management, Park/Facility Planning, and Recreation Services. Use the findings of the Park and Recreation Department audit that was recently prepared as a guide for identifying key governance needs and issues. Based on interviews with parks staff and elected officials, Halff Associates will develop a general summary of key recreation, organizational and infrastructure needs, including but not limited to staff, facilities, equipment, accounting and operational procedures, and other needs.

#### **4.6 PREPARE SUMMARY OF NEEDS ASSESSMENT**

Halff Associates will conduct an analysis of the existing Parks and Recreation system. This analysis will be comprehensive in nature, and thus, include a review of all aspects of the parks system and programs. The analysis will have three major components, which will be synthesized to create a collective needs assessment. These components include needs based on (a) recommended recreation standards; (b) citizen input; and (c) review of existing system. Upon completion of the analysis, Halff Associates will prepare a written summary of needs assessment, to include areas of significant deficiencies, both in terms of land area, as well as specific types of facilities. Halff Associates will also compare recommended standards to actual conditions to determine deficiencies and will prepare maps/illustrations as appropriate that demonstrate key needs.

### **E. Phase 5 – Infrastructure Ideas and Recommendations**

#### **5.1 ADJUST CURRENT PRELIMINARY TRAIL/GREENWAYS CITYWIDE CONCEPT PLAN**

Half Associates will review the City's existing trail/greenways plan and suggests modifications, if any. This task is not intended to be a definitive trails plan, but rather serve as a framework for future layering. It will however, serve to help address key needs established in previous steps. The plan will include but not be limited to the following steps: (a) review currently proposed plans and ordinances related to trail development, if any; (b) add potential trail corridors and greenbelts to the map; (c) prepare typical trail type details (i.e. trail composition, width, recommended amenities, etc.); (d) develop criteria and rank alternative trail corridors; (e) prepare order of magnitude cost estimates for each corridor, based on previous bids received by the City and rule of thumb estimating data for trails; and (f) prepare summary trail/greenways master plan chapter for the Parks Master plan document, and prepare map that illustrates potential trail concept corridors.

#### **5.2 DEVELOP CONCEPT IDEAS TO ADDRESS KEY NEEDS**

Halff Associates will prepare ideas to resolve key needs. The concept ideas for at least six key issues will be included in the Plan. Concepts will use available photography or topography as scale bases, and will be suitable for presentation to the public and for inclusion in the master plan. Six concept plans will be prepared for areas recommended by the design team and staff of the Parks and Recreation Department. Previously approved but not yet built concepts for other key areas will be added to the Plan. Note that

these concept plans are intended to convey ideas, and should not be interpreted as final design plans for the area that they are depicting.

### **5.3 ORDER OF MAGNITUDE COST ESTIMATES**

Halff Associates will prepare general cost estimates for key components of the Plan. To prepare such cost estimates, Halff Associates will use previous bids, current contractor costs where available, or other locally based estimates. The estimate will include cost ranges for proposed improvements, identify key assumptions and items included in each estimate, as well as include contingencies that are appropriate for concept level estimates.

## **F. Phase 6 – Master Plan Recommendations**

### **6.1 PREPARATION OF A PARKS AND RECREATION MASTER PLAN**

Halff Associates will prepare a Comprehensive Park, Recreation and Open Space Master Plan illustrating recommend components. This Plan will consider six key elements: (a) *Short range improvements* to meet immediate needs; (b) *Long range improvements* to meet population growth and to enhance the parks system; (c) *Opportunities for acquisition of key open space areas*, as they become available; (d) *General Trail recommendations* per the Trails/Greenways Concept Plan; (e) *Prioritization of improvements*, to fund most critical projects first, based on demonstrated need, with less critical components being incorporated as funding allows; (f) *Funding strategies* to provide predictable funding resources for the proposed improvements; and (g) *Recreation Program modifications* and improvements to address key recreation programming needs and deficiencies

Halff Associates will develop criteria by which to rank potential improvements. The Criteria may include: (a) addresses specific need; (b) cost effectiveness; (c) acceptable maintenance burden; (d) site suitability, and (e) relationship to remainder of system.

Halff Associates will also rank all recommended improvements based on the criteria developed above. Halff Associates will further prepare an action plan illustrating potential recommended improvements. These will be presented in four major categories: (a) program improvements and additions; (b) existing park rehabilitation needs; (c) future land acquisition needs; and (d) new facility development.

### **6.2 RECREATION PROGRAM RECOMMENDATIONS**

Summarize recommendations for facilities, key program needs, staffing and operational issues. These will be in recommendation format. Detailed components of the recreation program enhancements will be developed and implemented by staff after completion of the master plan, and are not included in the scope of services.

### **6.3 FINANCIAL RESOURCE RECOMMENDATIONS (EXPENDITURE AND FUNDING PLAN DEVELOPMENT)**

This task will consist of three key steps: (a) recommended improvement schedule; (b) required funding level estimates, and (c) funding source and potential partnership recommendations.

**Master Plan Action Plan Schedule.** Halff Associates will prepare a development schedule for the recommended plan components and develop a year-by-year funding level analysis to implement the Plan and an Expenditure Plan. Halff Associates will use a 5-year short-range time frame, a 10-year long-range time frame, and a beyond 10 year time frame in the development schedule.

**Identify Potential Funding Sources.** Halff Associates will review past sources of park development funding, and recommended potential sources of funding for the facilities proposed in the Plan. These may include: (a) grants and community development funds; (b) sales taxes; (c) exploring joint development ventures with the school district or with private developers; (c) impact fees or mandatory dedication of specific areas; (d) modifications to the land dedication ordinance and (e) other sources as appropriate. As part of the Financial Component of the Plan, a Private Sector Improvement Program will be included that will focus primarily, but not limited to a Public Park Development (Naming) Program as recommended by William L. Koegler, Director of Development, The Oglebay Foundation.

**Partnership Opportunities and Strategies.** Halff Associates will assist CITY staff in evaluating potential partnerships for each of the recommendations of the Plan. Halff Associates will identify potential organizations, potential extent of partnership, identify methodologies for involvement of the potential partners and meet with up to ten (10) organizations to discuss their involvement as well as enlist support.

#### 6.4 ORDINANCE AND GOVERNANCE RECOMMENDATIONS

**Ordinance Review and Recommendations.** Halff Associates or its sub-consultant(s) will review existing City ordinances related parks, including but not limited to parkland dedication; park user fees; park facilities; landscape treatment and any other ordinance relating to parks. Upon completion of the review, Halff Associates or its sub-consultant(s) will recommend modifications or additions, if any, to such ordinances.

**Operations and Maintenance Assessment.** Halff Associates will review current operations and maintenance budgets, costs, standards and guidelines used by the City Parks and Recreation Department (i.e. such as mowing frequency), equipment and labor needs. Halff Associates will also define general operation and maintenance costs associated with (a) general categories of parks, such as a typical neighborhood park; (b) specific new parks recommended in the Master Plan; and (c) additions to existing facilities. Halff Associates will assist CITY staff in identifying where potential changes to Operations and Maintenance techniques, equipment or strategies can be made that will result in greater operational efficiency and therefore potentially save tax dollars. A review of available GIS based automated maintenance management systems will be conducted and Halff Associates will then recommend potential program choices. Halff Associates will further review with Parks and Recreation Department staff and provide model for a Comprehensive Maintenance Management Improvement Program. Note that this task does not include the development of specifics of the program, but rather will provide a framework that can be developed, tested and implemented by the staff of the Parks and Recreation Department. Additionally, Halff Associates will identify potential need for additional maintenance facilities and staffing over the life of the Plan, as well as potential long-range needs; and will identify management or long-range planning staff needs of the department, to fit recommended master plan action items.

#### 6.5 REPORT PREPARATION, APPROVAL AND PRINTING

**Report Preparation and Approval.** The information compiled in each of the tasks above will be combined into a high quality printed report, suitable for review and approval by the staff of the Department of Parks and Recreation, City Council, Parks Advisory Board and citizens of El Paso. Halff Associates will provide ten (10) original draft copies for review and comment, and will provide an electronic version of the draft for use by the CITY in printing additional draft copies for distribution to Boards and Commissions for review and comment. Elements in the report will include: (a) preparation of report and submittal of draft to Parks and Recreation Department for Review; (b) preparation of fold out brochure of the parks plan; (c) briefing and presentation to Parks Advisory Board; (d) briefing and presentation to City Plan Commission and Development Coordinating Committee; (e) briefing presentation

and final citywide public hearing to the City Council; (f) revisions based on comments received, and preparation of a camera-ready original; and (g) Approval of the master plan by the City Council. Note, the final Plan report will be in format acceptable to Texas Parks and Wildlife Department and will be in compliance with TPWD Master Plan document requirements. Upon approval and acceptance of the final Plan report by City Council, Halff Associates will hand deliver the approved final report to Texas Parks and Wildlife Department for review and comment, and then Halff Associates will address comments from TPWD staff as required.

**Report Printing.** Halff Associates will oversee the production of a high quality full color digital original of the report for use in printing by the City of El Paso in color or in black and white. Halff Associates will also assist the City with overseeing the local printing of this report. The final printing is intended to be done locally and the cost of printing the final report is not included in this scope of services.

## II. PLAN BUDGET

The estimated budget for each task included in the Preparation of the Master Plan is shown below. Note that the amounts per phase may vary, but the overall project budget of \$200,000 will not be exceeded unless approved by the City of El Paso.

### Fee Schedule and Reimbursable Expenses:

Phase 1 – Pre-Planning	\$ 9,100
Phase 2 – Inventory and Recreation Usage	\$ 30,300
Phase 3 – Citizen and Key Stakeholder Input	\$ 46,500
Phase 4 – Needs Assessment	\$ 35,500
Phase 5 – Infrastructure Ideas and Recommendations	\$ 25,500
Phase 6 – Master Plan Recommendations, Report and Approval	\$ 38,100
Estimated Reimbursable Expenses	<u>\$ 15,000</u>
<b>TOTAL:</b>	<b>\$200,000</b>

**Reimbursable Expenses.** Reimbursable expenses will include out of pocket expenses related to employee travel and mileage, courier expenses, printing, postage, and digital and graphic reproduction shall be reimbursed at cost plus 10 percent. These expenses are not included in the basic services fees. Reimbursable expense estimates shall not be exceeded without prior written approval from the City.

**ATTACHMENT "A-1"**

## ATTACHMENT "A-1"

**SCOPE OF WORK  
GREEN INFRASTRUCTURE PLAN**

The following is a scope of services to prepare a Green Infrastructure Plan for the City of El Paso. Halff Associates' role in assisting in the development of the Green Infrastructure Plan is to:

- Assist the City of El Paso in identifying open space assets within the city limits and adjoining areas of El Paso County;
- Assist in defining which should be targeted for preservation;
- Assist in reviewing an open space and arroyo preservation ordinance developed by city staff; and
- Recommend implementation strategies to fund the acquisition and preservation of open space assets, and to maintain those open space assets.

This scope is based on the following assumptions:

1. An inventory of open space opportunities within the planning area will be developed by the City of El Paso, and used as the basis for the analysis of the plan.
2. The components of the plan will be developed using GIS analysis techniques, and the final mapping products will be developed in both GIS and graphic outputs.
3. The planning process will include public input as described in task 5 below.
4. The plan will be designed as an added component of the City's Parks, Recreation and Open Space Plan.
5. The plan will use the city's five planning districts, but will also note the representative districts in which each action is slated to occur.
6. The plan will identify key target areas for acquisition, but may not necessarily identify or prioritize every open space opportunity within the planning area.
7. The process will be directed by the Development Services Department with input from the Parks and Recreation Department. Input from other departments will be incorporated into the planning process as directed by staff.

The planning process is to be undertaken with five tasks, as described below.

**PART A: PLAN PROCESS AND ELEMENTS****Task 1: Pre-Planning - Identify Purpose and Goals**

1. Conduct an initial meeting to clarify the plan purpose, scope and process. Define the schedule and key milestones. Establish the goals of the plan describing what the City would like the plan to accomplish. Discuss any specific policy goals or objectives that relate to the use of greenways for different functions (e.g. recreation, wildlife migration, water quality protection,

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etc.). Discuss how the City, the general public and other stakeholders may use the plan. Specifically indicate how this plan will interface with the City Parks Master Plan and other plans guiding the City.

2. Develop draft goals and objectives for the Green Infrastructure Plan. Present to staff in draft form for review and comment. Describe the purpose of the plan noting any special or unique City concerns, opportunities or priorities that will be addressed.
3. In conjunction with staff, define and describe typical open space types in El Paso. Document each with text and typical example photographs.
4. Conduct a preliminary meeting with each district representative to review potential green space opportunities in each district, and to obtain potential site descriptions.
5. Assist city staff in conducting a citizen advisory group (CAG) meeting to describe the process and the plan schedule. Halff will attend and lead a total of four meetings with the CAG, occurring at monthly or six week time intervals. Other meetings with the CAG may be conducted by city staff during the process. City staff will assemble membership for the CAG.

### **Task 2: Inventory Existing Data and Related Plans**

1. Meet with City Staff to review available GIS mapping and to define export mapping products to be used in the planning process. Define the level of detail to be incorporated into the planning process.
2. Conduct a one day working meeting with Development Services and Parks Department staff to identify open space opportunities and assess the potential level of importance of each. The components identified during this planning process will become the basis for the inventory database that is assembled by City staff. The Inventory will build on any existing data inventories and mapping for the City and perhaps other applicable regional planning efforts. These might include river conservation or watershed plans, heritage park management plans, non-motorized and motorized trail plans, comprehensive land use plans, comprehensive park, recreation and open space plans, transportation improvement plans or economic development/revitalization efforts. City staff will prepare a preliminary list of potential open space candidate sites in each planning areas as part of the inventory process.
3. City staff will prepare the inventory of open space areas in the City, in adjacent ETJ areas of El Paso County, and in the planning area, using available mapped information, including:

#### **A. Natural Resources ("existing green infrastructure")**

Inventory the following types of natural resources and natural resource-based hubs and linear corridors that currently exist in the City that should be considered within the context of a city greenway network.

- Water resources -- flood plains, wetlands, aquifer recharge zones and surface waters including lakes, ponds and river and stream corridors including wild and scenic rivers and those designated as special protection waters and waters supporting trout.
- Natural areas – areas involving land, water or both land and water which are important in preserving plant and animal species, native ecological systems, geological, natural, historical, open space, scenic or similar features of scientific or educational value.

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- Important plant and animal species and their critical habitats including wildlife migration corridors. Critical habitat is defined as areas of land, water or both land and water, which provide for rare, threatened or endangered plant and animal species or ecological or natural communities which are at risk of destruction or substantial degradation.
- Forests and woodlands.
- Public and other protected open space (e.g. state or local parkland, game land, private land protected by conservation easement, etc.).
- Farmland including preserved acreage (i.e. covered by conservation easement) and other working or active agricultural land.
- Soils and geological features.
- Steep slopes (15% or greater) and slide prone areas.
- Ridge tops and scenic view sheds.

**B. Manmade Resources ("gray infrastructure")**

Inventory the manmade hubs/destinations and linear corridors that currently exist in the City that should be considered within the context of a City greenway network.

- Transportation and utility corridors and related facilities: Canals, abandoned rail lines, utility right-of ways, highway bike lanes, pedestrian walkways, park and ride lots, bus and train terminals, etc.
  - Recreation facilities: Public recreation facilities (passive or active), community and neighborhood parks, bikeways, walking/hiking paths, water trail and waterfront access areas, fitness trails, etc.
  - Cultural/Historic Sites: Interpretive centers, memorial sites, museums, historic districts, battlefields, tourism attractions, etc.
  - Population Centers and Destinations: Commercial areas, community centers, schools/educational complexes, libraries, business/industrial parks, shopping centers, villages, towns, brownfield redevelopment sites, etc.
  - Future development areas: Proposed residential, industrial, or commercial development areas, etc.
4. Conduct one interim review of inventory material assembled by City staff as deemed necessary by staff.
  5. City staff will generate maps using Geographic Information System (GIS).
    - Data gathered in steps A and B above should be mapped using a GIS system.
    - Mapping should be done at an appropriate scale where the goal is to show connections between corridors and hubs rather than parcel level identification. However, the scale should be useful for facilitating further green infrastructure planning and development .To support that purpose, maps should at least include municipal boundaries and arterial and higher roads.
    - Data produced as a result of the Green Infrastructure Plan shall become the property of the City of El Paso.
  6. Review final inventory mapping by City staff, and obtain data files for use in the analysis process.

**Task 3: Analyze Data and Develop Proposed City Green Infrastructure**

Review and analyze all data collected, synthesize the results and identify the City's vision for its green infrastructure network. The product will be a map and text to describe the proposed network. It should include a rationale for the proposal including any criteria, values or priorities set out to determine selection of the components identified as part of the green infrastructure network. At this stage, input from stakeholders as part of the public participation process, will be critical in helping to establish the proposed green infrastructure network vision and can provide a "reality check" for the proposal.

1. **Develop methodology to evaluate candidate areas**, including a specific list of attributes (e.g. size, shape, diversity, landscape position for connectivity of habitat, current land use and relative protection status, etc.) that can be used to evaluate and prioritize areas for conservation within the green infrastructure network. Review with staff and modify per comments received.
2. **Identify key open space opportunities** in the planning area:
  - Identify potential greenway corridors based on the data gathered and inventoried above. Discuss the specific functions and associated benefits of each of the different types of proposed corridors to meet City goals including water and land trails to support recreation and opportunities for physical activity close to home, riparian buffer and conservation-oriented greenways to facilitate stormwater management, water quality protection and wildlife habitat and migration, and diversity in use options considering motorized versus non-motorized trails or hiking paths.
  - Identify hubs / destinations that are either natural resource-based or manmade (or a combination of the two) that should be part of the green infrastructure network.
  - Specifically identify important and threatened open space that should be conserved as part of the green infrastructure network including ecologically or biologically significant areas or "hubs." These areas may be large, unfragmented tracts of different habitat blocks.
  - Identify linkages between existing linear greenway corridors and major hubs or destinations both within the City and those that make connections beyond local and City boundaries. Corridor connections beyond City boundaries may have regional, statewide or even national significance by providing long-distance recreational and alternative transportation opportunities as well as potentially important migration routes for wildlife.
  - Identify opportunities along river and stream corridors where riparian buffer greenways may be established or improved to address the water quality protection benefits of the green infrastructure network.
  - Consider opportunities that might be provided by quarry reclamation or brownfield sites (where identified by the City's database).
3. **Conduct field reviews** of up to 15 candidate sites in each planning area (up to a total of 75 sites throughout the entire planning area. Document each with photographs and text description. No biological or archaeological analysis by Halff Associates are included in this scope of work. Supplemental biological, habitat or archaeological data may be added by staff as compiled by local sources. Note that similar nearby sites (such as arroyos in a small geographic area) may be considered one site.

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4. **Analysis of Candidate Sites** - Using the inventory mapping and field reviews, conduct an analysis of the candidate sites to determine the constraints associated with each site.
5. **Citywide Vision** - Prepare a map and text to illustrate City vision of proposed City green infrastructure network. Include rationale used for development of the proposal including any specific criteria or analysis used to determine the green infrastructure network. Mapping should be done at an appropriate scale where the goal is to show connections between corridors and hubs rather than parcel level identification. However, the scale should be useful for facilitating further green infrastructure planning and development. To support that purpose, maps should at least include municipal boundaries and arterial and higher roads. Maps should be generated using a GIS.
6. **Planning Area Vision** – prepare maps that illustrate the vision for each planning area. Where appropriate, identify properties that should become part of the Green Corridor plan.
7. **Review with staff and with the Citizen Advisory Group** in a working meeting.

**Task 4: Develop an Action Plan**

1. **Prepare a preliminary acquisition and development order of magnitude cost summary** for the candidate sites. City staff will assemble data on comparable land values in the vicinity of candidate sites, as well as general order of magnitude land values in each planning area.
2. **Identify potential partners** to work with the City to implement the plan.
3. **Model Ordinance** - City staff will assemble model ordinances from other similar Texas and Southwest cities, and prepare a draft ordinance. Half will review the draft ordinance and suggest modifications to the ordinance.
4. **Assist City Staff in identifying governance structure** to review and champion the acquisition of open space in El Paso.
5. **Action Plan** - Develop a specific action plan that will position the City to move forward in realizing the City's proposed green infrastructure vision. In preparing the Action Plan consider the following:
  - a. Creating a matrix of concrete actions for next steps laying out priorities for the short, medium and long-term time horizons.
  - b. Specifying the life of the plan as 10 years to encourage synchronization with other City planning initiatives, in particular, the Plan for El Paso, the City's Comprehensive Plan.
  - c. Identifying roles and responsibilities for each action step.
  - d. Identifying greenway corridor segments as potential pilot projects to generate momentum for early implementation of the plan.
  - e. In consultation with staff, recommend potential methods for the long-term protection of the corridors and hubs proposed in the City green infrastructure network.
  - f. Suggest potential mechanism(s) for coordination with other counties, regional planning entities, municipalities, landowners and other stakeholders including local health improvement partners who are becoming valuable and interested parties in green infrastructure planning and design.
  - g. In consultation with city staff, identify potential funding mechanisms for open space acquisition, development and preservation.

**Task 5: Public Participation**

The entire planning process should be guided by public participation that will fully engage the community and stakeholder groups. In particular, all stakeholder agencies in the City must be involved in the planning process as the City plan is intended to set a larger framework and vision for more specific green infrastructure planning and development.

The elements listed below should be part of the public participation process.

1. Review the results of the community involvement activities of previous planning efforts and City initiatives.
2. Identify and engage key organizations (e.g. watershed organizations, trail steward groups, land trusts, heritage parks, economic development agencies, business concerns, hospitals and community health partners, school districts, non-profit groups and civic organizations, etc.) government representatives, and other individuals who can lend expertise to the process of identifying important resources and opportunities for linear connections, and the needs of community and environment. Interviews with a total of 10 key organizations are included. These interviews will be conducted over a two day time frame, and can be combined to include additional organizations if necessary.
3. Meet with the City's Study Committee to guide the entire planning process. A total of four meetings with the Advisory Committee are included in this scope of work. These meetings will be conducted at the beginning of the process, at the conclusion of the inventory task to review findings, at the conclusion of the analysis phase to review findings, and at the conclusion of the action planning phase to review findings.
4. Conduct a public meeting in each planning area to solicit ideas and feedback on the greenway network plan as it is under development, using maps as key exhibits. Meetings will be held once preliminary results in each planning area are prepared.
5. During the planning process seek participation from each stakeholder agency in the City and set up process to keep them engaged throughout the project. Solicit resolutions supporting the plan, its adoption and implementation.
6. Reach out to county and adjacent municipalities outside the City to capture information about existing and potential connections.
  - The City of El Paso will publicize the planning process and development of the plan via local media and the City's website, as well as to government agencies, neighborhood organizations, stakeholder groups and other participating organizations.
7. Summarize results of the public participation process in the plan.

**Task 6: Final Summary Plan and Approval**

1. **Draft Plan Document** - A draft final plan document should be prepared and submitted for City review. This should include the results of completing items A-G in Task 4 above. This should occur once the plan has undergone final review and comment through the public participation process. The City of El Paso must review and approve the complete draft plan before it is

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- officially adopted by the agency. An electronic version of the complete draft plan must be submitted to the City.
2. Upon receipt and incorporation of the City's final comments, the final plan should be prepared. An electronic version and three (3) hard copies of the plan must be submitted to the City. The plan document will be formatted to become a section of the Overall Citywide Parks, Recreation and Open Space Master Plan.

**Schedule** – This process is estimated to require four months of time, including four weeks for completion and transfer of inventory data by the City of El Paso. The need for additional inventory time by city staff may extend the overall length of the process.

*End of Scope of Services*

ATTACHMENT "A-1"

**Basis of Compensation  
GREEN INFRASTRUCTURE PLAN**

The estimated budget for each task included in the Preparation of the Green Infrastructure Plan is shown below. Note that the amounts per phase may vary, but the overall project budget of \$74,950, excluding expenses, will not be exceeded unless approved by the City of El Paso.

***Fee Schedule and Reimbursable Expenses:***

<b>Phase 1 – Pre-Planning</b>	<b>\$ 3,750</b>
<b>Phase 2 – Review Inventory</b>	<b>\$ 4,100</b>
<b>Phase 3 – Analysis</b>	<b>\$ 24,900</b>
<b>Phase 4 – Action Plan</b>	<b>\$ 17,150</b>
<b>Phase 5 – Citizen and Key Stakeholder Input</b>	<b>\$ 14,150</b>
<b>Phase 6 – Report and Approval</b>	<b>\$ 10,900</b>
<b>TOTAL:</b>	<b>\$ 74,950</b>

Estimated Reimbursable Expenses	<u>\$ 5,500</u>
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**Reimbursable Expenses.** Reimbursable expenses will include out of pocket expenses related to employee travel and mileage, courier expenses, printing, postage, and digital and graphic reproduction, and shall be reimbursed at cost plus 10 percent. These expenses are not included in the basic services fees shown above. Reimbursable expense estimates shall not be exceeded without prior written approval from the City.

*End of Basis of Compensation*

## ATTACHMENT "B"

### PAYMENT SCHEDULE AND TIME OF COMPLETION

For the project known as the Comprehensive Park, Recreation and Open Space Master Plan (hereinafter "the Plan"), the CITY will compensate the CONSULTANT an amount not to exceed TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000) for all professional services and reimbursables noted within this Contract and its attachments.

#### 1. Payment Schedule

Payment to the CONSULTANT shall be made on a monthly basis, based on the percentage of work completed at the time of invoicing. The CITY shall make payments upon presentation of the CONSULTANT's detailed invoice and accompanying summary and progress report as well as the CITY's written approval. The CONSULTANT agrees to submit its detailed invoices and summary/progress reports on or by the 15<sup>th</sup> of each month during the life of this Contract. If the 15<sup>th</sup> of the month falls on a weekend or a holiday, CONSULTANT shall submit its detailed invoices and summary/progress report on or by the last business day before the 15<sup>th</sup> of the given month.

#### 2. Time of Completion

The following is an estimated schedule for completion of each task, provided that notice to proceed is given on or immediately after City Council authorization on April 26<sup>th</sup>, 2005. Phases may be worked on concurrently. A one-week review period of the components of each phase by the City of El Paso is included in the schedule shown below. Longer review periods may extend the estimated completion dates of subsequent phases.

**Phase I: Pre-Planning.** Phase I services/tasks, outlined in Attachment "A," are estimated to be completed by May 30, 2005.

**Phase II: Assessment of Existing Conditions.** Phase II services/tasks, outlined in Attachment "A," are estimated to be completed by June 30, 2005.

**Phase III: Citizen Input.** Phase III services/tasks, outlined in Attachment "A," are estimated to be completed by August 31, 2005.

**Phase IV: Needs Assessment.** Phase IV services/tasks, outlined in Attachment "A," are estimated to be completed by September 30, 2005.

**Phase V: Prepare Master Plan Recommendations.** Phase V services/tasks, outlined in Attachment "A," are estimated to be completed by October 31, 2005.

**Phase VI: Prepare Funding, Governance & Implementation Strategy.** Phase VI services/tasks, outlined in Attachment "A," for Phase VI are estimated to be completed by December 31, 2005, with draft document submitted by December 9, 2005, and City Council approval by December 31, 2005. This schedule may be adjusted if review, comment and approval during the holiday period is a concern.