

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**2nd CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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



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

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## RESOLUTION

**WHEREAS**, under the provisions of Chapter 213 of the Texas Local Government Code, the City of El Paso may prepare plans, policies or strategies as required; and

**WHEREAS**, City Council officially adopted the 2012-2024 Parks and Recreation Master Plan on September 16, 2014; and

**WHEREAS**, on May 7, 2024, City Council extended the Master Plan twelve (12) additional months in order to allow for additional time to adopt a new Plan; and

**WHEREAS**, City Council recognizes the need for a new Parks and Recreation Master Plan which will help promote the quality of life for the residents of the City of El Paso.

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

**THAT** the City Manager be authorized to sign an Agreement for Professional Services with **HALFF ASSOCIATES, INC.** for the project known as “**PARKS & RECREATION MASTER PLAN**” for the amount of Five Hundred Seventy-Seven Thousand Three Hundred and No/100 Dollars (**\$577,300.00**); and

**THAT** the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

**APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jesus A. Quintanilla  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Pablo Caballero, Director  
Parks and Recreation

## AGREEMENT FOR PROFESSIONAL SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Services (the "Agreement") is entered into by the City of El Paso a City Council of the State of Texas ("Client"), duly authorized to act by the City Council of said Client, and HALFF ASSOCIATES, INC., a Texas corporation ("Halff") for the provision of professional engineering services by Halff to Client. Client and Halff may be collectively referred to as the "Parties" or individually as a "Party".

### WITNESSETH:

For the mutual promises and benefits herein described, Client and Halff agree as follows:

**I. TERM OF AGREEMENT.** This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall continue in effect thereafter until terminated as provided herein.

**II. HALFF'S SERVICES.** Halff shall provide to Client professional services as described in the scope of services attached hereto and fully incorporated herein as "**Exhibit A**" (the "Scope of Services").

- a. **Independent Contractor Status.** Halff shall perform the services hereunder as an independent contractor and not as an agent or fiduciary of Client.
- b. **Standard of Care.** Halff shall perform its services consistent with the professional skill and care ordinarily provided by members of the profession practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). Nothing contained herein shall be construed to create any warranty or certification of any kind, and Halff shall not be required to provide any certification, assignment, or warranty. Upon written request and for a separate mutually agreed fee and fully executed contract amendment and at Halff's sole discretion, Halff may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Halff and shall be requested with sufficient advance notice to allow Halff to review the documents and prepare a suitable statement.
- c. **Timeliness of Performance.** Halff shall perform the Scope of Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the project.
- d. **Client Objection to Personnel.** If at any time after entering into this Agreement Client has a reasonable objection to any of Halff's personnel, or any personnel, professionals and/or consultants retained by Halff, Client shall notify Halff in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Halff shall promptly propose substitutes to Client. Upon Client's mutual agreement, Halff's compensation shall be equitably adjusted to reflect any difference in Halff's costs occasioned by such substitution.
- e. **Construction Estimates.** Client acknowledges and agrees that Halff's preparation of any estimate of probable construction costs, preliminary or otherwise, and any updated estimates of probable construction costs prepared by Halff, represent Halff's judgment as a design professional. Client further acknowledges and agrees that Halff has no control over the cost of labor, materials, or equipment; the Contractor's methods of calculating and estimating bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Halff cannot and does not warrant or represent that bids or negotiated prices will not vary from Halff's estimate of probable construction costs (including any updates thereto) or from Client's budget or from any other estimate or evaluation, prepared or agreed to by Halff.
- f. **Construction Observation.** Unless construction observation is specifically included in the Scope of Services, Client acknowledges and agrees that Halff's services do **not** include construction observation or review of any Third Party performance or other construction phase services. Client therefore assumes sole and complete responsibility for interpretation of all construction documents and construction activities and hereby waives any and all claims against Halff related to or resulting from the interpretation of construction documents, unauthorized modifications and construction errors and omissions.

- g. **Additional Services and Change Orders.** Any service(s) not specifically listed in the Scope of Services will be considered "Additional Services" and shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Additional Services or if the parties agree upon an additional lump sum payment for the Additional Services such lump sum shall be set forth in a writing signed by Client and Halff. All Additional Services, when requested, shall be authorized in writing by Client prior to Halff proceeding with any such Additional Services. In the event Client requests to modify the Scope of Services (a "Change Order"), such Change Order shall be mutually agreed upon in writing by Client and Halff prior to Halff proceeding with any such changes. Change Orders shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Services or if the parties agree upon an additional lump sum payment for the Change Order such lump sum shall be set forth in a writing signed by Client and Halff. Notwithstanding the foregoing, if circumstances or conditions that were not originally contemplated or known to Halff become known that affect the Services to be performed under any Task Order (including, without limitation, schedule, compensation, allocation of risks), Halff will inform Client and Client agrees to engage in good faith renegotiation of the Services. If revised Services cannot be mutually agreed upon, either Party shall have the right to terminate this Agreement.

### III. COMPENSATION AND PAYMENT TERMS.

- a. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Halff receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.
- b. **Suspension of Services due to Nonpayment.** It is understood and agreed by the Parties that Halff's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Halff of nonpayment, Halff shall have the right to stop providing the Services and to terminate this Agreement effective immediately.
- c. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.
- d. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Halff in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or portion thereof not disputed within said thirty (30) day period.
- e. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Halff and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

**IV. CLIENT'S OBLIGATIONS.** Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Halff with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Halff's services; (iii) provide access to property owned by Client and or any third party as may be necessary for the performance of Halff's services for Client; (iv) make prompt payments in response to Halff's statements; and (v) respond in a timely manner to requests from Halff. Halff is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

**V. TERMINATION.** Either Client or Halff may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Halff for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Scope of Services being performed by a third party. Following Halff's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Halff's final invoice, pay Halff for all services rendered and all costs incurred up to the date of Halff's receipt of such notice of termination.

**VI. OWNERSHIP OF DOCUMENTS.**

- a. **License to Client.** Upon Halff's completion of services and receipt of payment in full, Halff grants to Client a non-exclusive license to possess and use the final drawings and instruments produced in connection with Halff's performance of the Scope of Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Client, after written notice to Halff, may release such Deliverables when they are the subject of a public information request. Notwithstanding the foregoing, Client understands and agrees that the Deliverables and any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Halff. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.
- b. **Prohibition Against the Reuse of Deliverables.** Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Halff and any reuse by Client, or by those who obtain said information from or through Client, without Halff's written consent, will be at Client's sole risk and without liability or legal exposure to Halff or to Halff's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Halff's Affiliates").
- c. **Liability for Reuse of Deliverables.** Under no circumstances shall delivery of the Deliverables by Halff to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Halff be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the Deliverables.
- d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Halff. In the event of a conflict between the signed original documents prepared by Halff and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

**VII. NOTICES.** Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this Section VII. by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

**To Halff:**  
**Halff Associates, Inc.**  
Attn: Legal Department  
1201 North Bowser Road  
Richardson, TX 75081-2275  
Telephone: 214-346-6200  
With copies to [legalhelp@halff.com](mailto:legalhelp@halff.com)

**To Client:**  
**City of El Paso**  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tele: \_\_\_\_\_  
Email: \_\_\_\_\_

**VIII. INSURANCE.** Halff agrees to maintain during the life of this Agreement, and for a period of four (4) years following the termination or expiration thereafter, the minimum insurance set forth below. Halff shall submit to Client

a certificate of insurance prior to commencing performance of the Services.

- a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$2,000,000 per occurrence/aggregate.
- b. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- c. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law (including Longshoremen's and Harbor Workers' Act and the Jones Act). The employer's liability policy limit shall not be less than \$1,000,000.
- d. Professional liability insurance (Errors and Omissions) with a limit of \$2,000,000 per claim/annual aggregate.
- e. Excess or Umbrella insurance with a limit not less than \$5,000,000 per occurrence/general aggregate.

#### **IX. DISPUTE RESOLUTION.**

- a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.
- b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- c. **Mediation.** Excluding Disputes related to disputed and/or unpaid invoices which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Halff. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. **Litigation.** If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.
- e. **Governing Law and Jurisdiction.** This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in El Paso County, Texas.

**X. EXCLUSIVITY OF REMEDIES.** The Parties acknowledge and agree that the remedies set forth in Section XI below are and shall remain the Parties' sole and exclusive remedy with respect to any Dispute. The Parties agree that Halff is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement.

No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

#### **XI. AGREED REMEDIES**

- a. **No Individual Liability.** In no event shall Halff's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.

**FOR SERVICES PERFORMED IN THE STATE OF FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

- b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND HALFF, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF HALFF AND HALFF'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED HALFF'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.
- c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.
- d. **Time Limit To Make A Claim.** Client may not assert any claim against Halff after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

#### **XII. PROJECT ENHANCEMENT/BETTERMENT.**

- a. **Betterments.** If a component of the Project is omitted from Halff's Deliverables due to the breach of this Agreement or negligence of Halff, Halff will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "**Betterment**") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Halff's Deliverables. Notwithstanding the foregoing, Halff will be responsible only to the extent necessary to place Client in the same position it would have been but for Halff's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.
- b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by or negligence of Halff, Halff will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.

- c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT HALFF'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO HALFF'S BREACH OR NEGLIGENCE.

**XIII. ASSIGNMENT.** This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Halff without the prior written consent of the other Party.

**XIV. WAIVER.** Any failure by Halff to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Halff may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**XV. SEVERABILITY.** Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**XVI. INTEGRATION.** This Agreement For Professional Services and the Scope of Services are fully incorporated herein and represent the entire understanding of Client and Halff and supersedes and replaces all prior, contemporaneous and subsequent agreements, negotiations, representations, warranties, understandings, statements, promises, or inducements, whether oral or written, regarding the matters contained herein. No prior, contemporaneous, or subsequent communications, whether oral, written, electronic or other form, shall be of any force or effect with respect to the matters covered herein. Any amendments or modifications to this Agreement shall only be effective if made in writing and signed by both Parties.

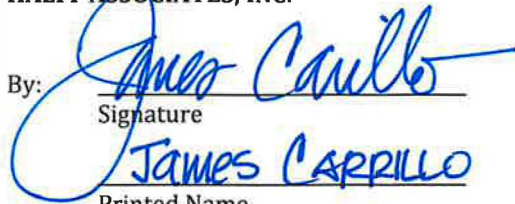
**XVII. NO THIRD-PARTY BENEFICIARIES.** This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

**XVIII. SIGNATORIES.** Client and Halff mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Halff, respectively, has full authority to execute this Agreement and bind the entity so represented.

**IN WITNESS WHEREOF,** the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HALFF ASSOCIATES, INC.**

By:



Signature

Printed Name

Title

Date

**CLIENT: CITY OF EL PASO, Texas**

By:

Signature

Printed Name

Title

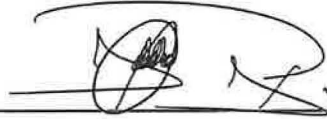
Date

APPROVED AS TO FORM:



Jesus A. Quintanilla  
Assistant City Attorney

APPROVED AS TO CONTENT:



Pablo Caballero, Director  
Parks and Recreation

**AGREEMENT FOR PROFESSIONAL SERVICES ON  
A DEFINED SCOPE OF SERVICES BASIS**

**EXHIBIT A - SCOPE OF SERVICES**

In accordance with Section II of the Agreement for Professional Services by and between **CITY OF EL PASO, Texas** ("Client") and **Halff Associates, Inc.** ("Halff") dated \_\_\_\_\_ (the "Agreement"), Halff shall provide the Scope of Services set forth below to Client in accordance with the Agreement. To the extent this Exhibit A conflicts with the Agreement, the Agreement shall control.

**Project Name:** City of El Paso/Parks Master Plan

**AVO:** 059569.001

**Description of Services:**

Planning services to the City of El Paso Parks and Recreation Department (PARD) that results in a Parks and Recreation Master Plan .

**Compensation/Fees/Costs/Reimbursement:**

\$577,300

**Schedule:**

12-14 months

**Deliverables:**

Parks and Recreation Master Plan

**Service Contacts:**

**Halff Associates, Inc.**

Contact Name: Ylda Capriccioso

Primary Office Address for Contact: 100 NE Loop 410, Suite 701, San Antonio, TX 78216

Telephone: 830-455-6223

Email: ycapriccioso@halff.com

**CITY OF EL PASO**

Contact Name: Karla Chavez

Primary Office Address for Contact: 6900 Delta Drive El Paso, Tx 79905

Telephone: 915-212-1724

Email: ChavezKX1@elpasotexas.gov

**SOLICITATION #2025-0264R**  
**DEVELOPMENT OF THE PARKS AND RECREATION MASTER PLAN**

CONSULTANT	ASAKURA	DESIGN WORKSHOP	HALFF	MEND COLLABORATIVE	MIG
Rater 1	53	66	76	60	67
Rater 2	69	76	90	80	90
Rater 3	80	85	80	85	77
Rater 4	59	61	67	66	68
Rater 5	50	56	76	50	72
Rater 6	54	48	82	52	64
Rater 7	86	84	88	88	90
<b>Total Rater Scores</b>	<b>202</b>	<b>227</b>	<b>246</b>	<b>225</b>	<b>234</b>
References	6.4	9.7	9.7	9.9	9.8
<b>Overall Score:</b>	<b>208.4</b>	<b>236.7</b>	<b>255.7</b>	<b>234.9</b>	<b>243.8</b>

5

3

1

4

2

Rankings	Consultant
1	HALLF
2	MIG
3	DESIGN WORKSHOP

Rankings	Consultant
4	MEND COLLABORATIVE
5	ASAKURA

**ATTACHMENT A**  
**PLANNING SERVICES FOR**  
**PARKS AND RECREATION MASTER PLAN**

**PROJECT DESCRIPTION**

Halff (referred to as “Halff” in this scope of services) shall provide planning services to the City of El Paso (“Client”) Parks and Recreation Department (PARC) that results in a Parks and Recreation Master Plan (the “Plan”). The City of El Paso seeks to develop a Long-Range Plan for the El Paso Park system. The City’s Master Plan for Parkland, Facilities and Programs is developed every 10 years and provides a roadmap to guide land acquisition, capital improvements (including improvements to existing facilities) and the development of new programs and amenities.

**PLANNING PROCESS PARAMETERS**

This Scope of Services (the “Scope of Services”) is subject to the following parameters:

1. It is anticipated that the Plan will take approximately 12-14 months to complete – including submittal of a draft report to the Client. The subsequent timeframe for adoption of the final Plan will vary depending on the Client’s scheduling preferences and may extend beyond the 12-month period.
2. The Project will begin from the notice to proceed by the City of El Paso. The Plan will follow a schedule prepared as part of the Plan work plan process outlined in this Scope of Services. Any adjustments made to the Plan schedule during the Plan term will be jointly agreed upon between the Client and Halff.
3. The scope described on the following pages is based on the items/tasks contained in RFQ #2025-026R that have been identified as priorities by PARC.
4. The study area will include all areas within the City of El Paso city limits. Other surrounding properties or facilities that may be utilized by the Client with the goal of achieving an orderly long-term growth and development may be considered as mutually agreed upon between the Client and Halff.
5. Draft and final Plan reports will be prepared in electronic (e.g., Adobe InDesign) format. Draft reports will be provided to the Client in PDF format suitable for distribution electronically and for posting to the Client website. Mapping files will be provided in ArcGIS format including shapefiles and layer packages for use by the Client. Final deliverables will be in both editable InDesign and PDF formats.
6. Tasks undertaken as part of this Project may occur concurrently where appropriate, or in some cases may vary from the sequence shown in the Scope of Services.
7. References to a “Trip” within this Exhibit refer to travel to the city by members of the Halff Team from outside of the greater El Paso region. If deemed necessary and upon agreement between the City and Halff “Trip” activities, meetings, and events may be conducted solely as “virtual” engagements using suitable video-conferencing technology.

8. Where possible, committee and planning meetings will be scheduled by Halff and/or Client on concurrent days and/or evenings for greater project efficiency.
9. Any additional meetings, events, or services beyond those shown in this Scope of Services can be provided and will be considered an additional service and are not included in this Scope of Services.
10. Revisions to the adopted master plan document(s) after submittal of the report to City Council may require additional services depending on their nature and the current budget status.
11. Halff anticipates that the GIS shapefiles and associated data represent an up-to-date depiction of the existing conditions. In the instance that the Client's data is out-of-date, inaccurate, or otherwise not usable for creating base maps, or to perform the identified analyses set out in this Scope of Services, Halff may request that the Client update the data so that it is accurate and usable, or may request an additional service to undertake the data creation/correction on behalf of the Client. Delays in receiving accurate data or creating new base map data (as may be needed to undertake the requisite tasks set out in this Scope of Services), may delay overall completion of the Project. Changes to Client data during the process will not be updated by Halff.
12. Halff will prepare a review of demographics, existing conditions, or other relevant environmental factors using the latest data provided by the Client or available publicly at the time of task compilation. Halff will request an Additional Service to update those analyses if existing conditions change during the Plan.
13. Input and feedback derived from the public engagement process will be documented and integrated into the relevant plan elements to directly inform recommendation and decisions. While formal meeting minutes will not be provided, key takeaways, community insights, and stakeholders perspectives will be recorded for preliminary review.
14. Halff's project involvement and facilitation as described in this Scope of Services (Attachment A) is contingent upon Client's execution of this Scope of Services and the attached Standard Terms and Conditions as well as any other exhibits/attachments that are made a part of this contract.

## SCOPE OF SERVICES

### **4.2 PROJECT ORGANIZATION**

Project organization activities will enable Halff and the Client to efficiently initiate the Project by providing that necessary project information is provided by the Client and that Client and Halff administrative structures are in place to begin subsequent research and public outreach activities. Halff will conduct ongoing administrative tasks throughout the planning period. These include communication with the Client, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, and other project administration tasks. The Halff Project Manager and the Client's Project Manager may hold check-in video calls (generally on a two to three-week basis) to coordinate, review action items, and update the Project schedule.

#### **4.2.1 PROJECT WORK PLAN**

Halff will prepare a Project Work Plan (PWP), in conjunction with the Client, which includes project team's organization, schedule of meetings, list of tasks, projected timeline for deliverables, and any other required actions or milestones for the completion of the Project.

#### **4.2.2. PROJECT INITIATION & KICK-OFF MEETING**

Halff will coordinate a virtual project kick-off conference call with the Client to discuss project logistics, establish key milestones, request information to be provided by Client, refine the planning process and calendar, coordinate field trips or site visits, overview the QA/QC process, establish project goals and schedule, discuss composition of stakeholder groups/advisory committee, and review the draft public engagement strategy.

#### **4.2.3. USER GROUP IDENTIFICATION**

Halff will work with the Client to identify and establish key user groups essential to the development of the Plan. This includes reviewing potential members of the Steering Committee and identifying key focus groups, and specialized interest groups that may require targeted outreach during the planning process. These groups will help ensure that diverse community perspectives, departmental priorities, and technical considerations are considered in the engagement and decision-making process.

#### **4.2.4 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)**

Halff will perform internal Quality Control and Quality Assurance (QA/QC) reviews of all deliverables prior to their submittal to the Client to provide confirmation of content, consistency, and alignment with project goals and requirements. This task is applicable throughout the entire planning process.

#### **Meeting/Event Summary**

- Project coordination meetings (bi-weekly, ongoing)
- Kick-off meeting (virtual)

**Items Provided by Client**

- List of User Groups and other key stakeholders, including the steering committee

**Deliverables:**

- Schedule of check-in meetings
- Project Work Plan (PWP)
- User group summary

**4.3 DATA NEEDS REQUEST AND DATA EXCHANGE****4.3.1 REQUEST FOR INFORMATION AND DATA COLLECTION**

From sources identified by the Client's response to the Request for Information (RFI) noted below, Halff will obtain key maps, GIS files, CAD data, 3D modeling data, and background data from the Client, including digital copies of existing plans, studies, and other ongoing projects and plans from Client that may impact this planning process. Halff will utilize publicly available data to the best of Halff's ability. Halff will prepare a Request for Information (RFI) for the Client to provide important background data, files, photos, plans, and other pertinent information to the Project. The RFI will also include information from Client staff documenting progress implementing prior plan actions, so as to understand previous plan implementation progress and which plan goals and objectives remain community priorities.

**Items Provided by Client**

- City data, plans, policies and procedures, maps, reports, capital expenditures, funding sources and revenues and other materials as described in the task descriptions and Exhibit C (Client Support).

**Deliverables:**

- Request for Information (RFI) form or shareable file source for usage through the planning process.

**4.4 COMMUNITY ENGAGEMENT AND OUTREACH**

Community outreach activities will occur throughout the Project term. Subtasks include those activities that will be administered on a recurring or ongoing basis. Where applicable, many of the subtasks listed herein are also cross-referenced in subsequent tasks to illustrate their relationship to other project activities.

The Client shall identify meeting locations for meetings listed below and serve as the primary point of communication with stakeholders and the community. The Client shall be responsible for the distribution of meeting notices to the community and other relevant parties, as well as for providing Spanish language assistance as needed.

Halff, or its subconsultants, shall be responsible for developing graphics, general text, and content for meeting and invitation materials.

A high-level summary of the community engagement efforts will be provided at the biweekly meetings. This summary will include general findings from surveys, interviews, focus groups, and public meetings, as well as overarching themes and insights. A complete and detailed analysis of community input will be included in the final Demand Assessment (4.5.3.3.).

#### 4.4.1 PUBLIC ENGAGEMENT PLAN (PEP)

Halff, and its subconsultants, will work with the Client to develop and finalize an overall Public Engagement Plan document. This finalized plan will serve as a roadmap for all community engagement activities and will be provided as a written and visually formatted deliverable. The document will expand upon this Scope of Services by outlining:

- Key engagement milestones,
- Specific outreach techniques to be employed
- Roles and responsibilities of all parties involved,
- An anticipated schedule of outreach activities, and
- A strategy for engaging diverse communities specifically addressing language barriers and limited access to technology.

##### 4.4.1.1 Online Digital Engagement Survey

Halff will develop an online digital public engagement survey tool to help garner an understanding of community preferences for parks and recreation facilities, trails, programs, and open space. This product will be provided in English and Spanish. The Client will review the survey with input to Halff and provide Spanish translation, if needed. The Client is responsible for promoting, advertising and generating interest/distribution of this online survey.

##### 4.4.1.2 Steering Committee Meetings

Halff will utilize a broadly representative Steering Committee to provide key input, strategic direction and general oversight of the development of the plan. The Steering Committee should be comprised of approximately 15 members as identified by Client, and may include, Neighborhood Associations, Advisory Boards, and other specialized technical groups. The Steering Committee will be convened for four (4) total in-person meetings in conjunction with project benchmarks and milestones. The Steering Committee will also be invited to attend the focus groups and community-wide meetings to serve as ambassadors for the planning process and the draft plan. All communication to and from the committee will be facilitated by the Client. The meetings will occur as follows (although the Client and Halff may agree to scheduling and agenda changes as the project progresses):

- **Meeting #1: Your Parks, Your Vision.** Introduce project, discuss current system strengths & weaknesses, conduct a visioning session.
- **Meeting #2: Park Needs, Public Input, & Prioritization.** Review inventory findings and draft guiding principles. Present key public engagement themes aligned to access, equity, and demand findings to guide prioritization of needs and opportunities.

- **Meeting #3: Park System and Program Recommendations.** Discuss facility, program, and operational recommendations; ensure alignment with needs.
- **Meeting #4: Final Plan Overview.** Present refined draft plan, discuss implementation strategies and funding opportunities before council adoption.

#### 4.4.1.3 Public Meetings

Halff, and its subconsultants, will assist in preparing five (5) public meetings in each of two rounds of open house-style engagement efforts, with each round taking place at five (5) separate locations, resulting in a total of 10 public meetings throughout the duration of the project. Halff team members, in person, will facilitate three (3) meetings in the first round and two (2) meetings in the second round. The other meetings will be facilitated by PARD staff. The exact dates and format will be determined in the Public Engagement Plan (PEP). Halff will prepare the necessary materials and activities and facilitate the meetings. The Client will assist with securing meeting locations, advertising and promoting the meetings, and staffing the open houses. The Client will be responsible for advertising the meeting(s) through its various channels, such as social media, City website, and other media outreach tools.

The location of the meetings will be determined by using existing city facilities within one of each of the five (5) park planning districts, i.e., Northwest, Northeast, Central, East and Mission Valley. The Client will be responsible for securing the location for each of the meetings, assisting with meeting set-up, and any other technical needs for the meeting. The Client will identify City staff Spanish speakers to assist at each meeting location.

- **Community Meeting Round 1: El Paso Parks and Community Visioning**  
A "Your Parks, Your Vision" open house meeting will engage the community in the planning process by providing an overview of the parks and recreation master plan, including its goals, timeline, and the importance of community input. Attendees will review existing park conditions and share feedback on key challenges and opportunities. The meeting may feature interactive activities such as topical stations, live polling, and mapping exercises to gather ideas on park improvements and new locations. Finally, next steps for continued engagement and input will be outlined.
- **Community Meeting Round 2: Parks and Recreation Action Plan**  
The second round of open house meetings will focus on presenting and refining the Plan recommendations based on community feedback gathered in the first round. Participants will have the opportunity to review preliminary recommendations, which may include proposed park improvements, facility enhancements, programming expansions, and policy strategies. The meeting may feature interactive stations where attendees can provide input on priority projects, funding strategies, and implementation timelines. Live polling, comment boards, and facilitated discussions will help refine the recommendations to ensure they align with community needs. Additionally, the

meeting will outline next steps for finalizing the Plan, including how the public can continue to stay involved and provide input as the plan moves toward adoption.

#### 4.4.1.4. Focus Groups

Halff, and its subconsultants, will facilitate five (5) in-person focus group sessions (1.5 hours each) with key stakeholders identified by the Client. Each group should be comprised of eight to 10 people and are intended to identify important issues as it relates to the parks master plan. This will be based on the list of user groups identified in [4.2.3](#) and Halff will provide a stakeholder invite letter template for use by the Client. The Client will be responsible for communication to the stakeholders and for location meetings, and any other technical needs for the meeting. The client will work with Halff to identify city staff Spanish speakers for each meeting, if needed.

#### 4.4.1.5. Public Facing Tool

Halff will develop content for Client's public facing tool such as a website, dashboard, or other interactive platform that promotes transparency and encourages engagement throughout the planning process. Halff will prepare the online content to be submitted to the Client for review and incorporation within the Client's website or other online format. Halff team members will coordinate with Client staff to confirm that the Client's website (hosted by the Client) includes all necessary links to allow for subsequent posting of project materials and access to online public engagement opportunities (if applicable).

#### 4.4.1.6. Elected Officials Interviews

Halff will conduct four (4) in-person, 45-minute interviews with the Mayor and all City Council members scheduled by the Client. These meetings are intended to occur early in the process. These interviews are viewed as an opportunity to identify specific concerns individual members of the City Council have about the overall parks system and programs before additional stakeholder engagement occurs. These sessions will be held within a single calendar day to maximize efficiency.

#### 4.4.1.7. Community Events and Engagement Booths

Halff's subconsultants will prepare materials for any Client festivals or events in order to obtain additional feedback from residents. The Client and the subconsultant, in coordination with Halff, will identify the festivals or events and secure the booth space.

### **Meeting/Event Summary**

- 4 Steering Committee Meetings
- 10 public meetings – one (1) meeting per park planning district, during each round of public meetings; Halff will facilitate three meetings in round 1 and 2 meetings in round 2
- Five (5) focus groups meetings based on interest group
- Four (4) interviews with up to 3 elected officials per meeting.

### **Items Provided by Client**

- Feedback and approval of the Public Engagement Plan (PEP), including communication methods and identification of specialized groups for tailored outreach.
- Feedback and approval on online survey questions, Spanish language translation.
- Distribution of meetings, surveys and events or meetings related to the parks master plan, as identified in the PEP.
- Meeting logistics, including location, notification, and material distribution.
- Printing of meeting materials including invitations, flyers, signs, sign-in sheets, agendas, handouts, and presentation materials.
- Spanish language support, including translation of meeting materials and one (1) Spanish-speaking staff member per meeting, as determined by the Client.
- Website links and content for distribution, including Spanish language translation.
- List of events for engagement booth participation, the Client will provide event registration, location, table setup, staffing and other relevant information.

**Deliverables:**

- Public Engagement Plan
- One (1) online community survey
- The community survey will be delivered in online and PDF formats for Client distribution.
- Meeting materials including invitations, flyers, signs, sign-in sheets, agendas, handouts, boards and presentation materials will be created.
- Summary of engagement efforts will be delivered in PDF and editable formats for staff distribution and reference.

**4.5 LONG RANGE PLAN ELEMENTS**

A key foundation of the long-range planning process is the collection and analysis of baseline data that highlights existing conditions and key influencing factors. Halff will work closely with Client to document and assess current conditions, identifying trends and issues that will shape the development of the Plan. These tasks will be coordinated with initial community engagement activities to align data-driven insights with community-identified needs.

**4.5.1. INTRODUCTION**

Halff will gather information to highlight the broader impact of parks on health, economy, mobility, and climate resilience, incorporating related initiatives such as Envision El Paso. The plan will include a historical overview of El Paso's park system, using information and imagery provided by PARD. Additionally, it will summarize national and local trends, challenges, and opportunities in parks and recreation to help shape responsive and forward-looking recommendations.

#### 4.5.1.1. El Paso's Parks and Recreation Story

The Parks and Recreation Master Plan will include a vision and framework to align with El Paso's Mission, Vision, and Strategic Plan, outline the 10-year planning framework, and provide compliance with state and national park standards. It will highlight the impact of parks on health, economy, climate, and mobility, and integrating initiatives like Envision El Paso.

#### 4.5.1.2 History and Overview of El Paso's Park System

A historical overview with maps and key park acquisitions, utilizing information provided by PARD, will illustrate the growth and distribution of park and trail assets across the city's eight council districts and the five (5) planning districts.

#### 4.5.1.3 Trends and Programming

Halff will prepare a high-level summary of national and local trends, opportunities and challenges in the field of parks and recreation to help inform the planning process and recommendations.

### 4.5.2 STATE OF THE PARKS AND RECREATION SYSTEM

Halff will review and analyze previous studies/plans and other documentation identified by the Client that may influence, affect, or impact this planning effort and identify existing recommendations from other sources that may support this planning effort or its post-adoption implementation actions.

#### 4.5.2.1 Park Typology and Benchmarking

Building on the 2014 Parks Master Plan, Halff will review definitions of existing parks, trails, open space, and recreational facilities. Using a list of similar communities provided by the Client, Halff will develop a benchmarking matrix to compare standards and identify best practices. This effort will inform the Standards-based Assessment (4.5.3.3.1).

- *4.5.2.1.1. Inventory of Past Policies and Goals Development*

Halff will review past plans, policies, and goals to identify both completed actions and those still outstanding. This summary of accomplishments will be included in the final plan and will help inform and guide future recommendations.

#### 4.5.2.2 Inventory and Conditions Assessment

This task includes the development of inventory tools to document park types, amenities, and open space acreages. It involves a high-level conditions assessment of parks, trails, and facilities, as well as mapping trail connectivity and identifying open space opportunities. Findings will be summarized through report cards and planning area profiles, providing a foundation for future improvements and guiding funding strategy development.

- *4.5.2.2.1. Inventory Tool Development*

Halff will prepare a template format for the Client so the Client can generate a presumed inventory of existing park and trail facilities and recreational facilities on a park-by-park basis. This inventory is based solely on existing Client data and does not include a field inventory or a record of all accessory features at each property (e.g.,

trash cans, park benches, picnic tables, etc.). Halff will establish/verify trail typologies based on purpose, user groups, location, and context.

- *4.5.2.2.2. Park Types*

Using the information from the inventory and benchmarking, Halff will identify and classify park and facility type and purpose, location, and acreage.

- *4.5.2.2.3. Amenities*

Using the information from the inventory and benchmarking, Halff will identify amenities to be used for benchmarking including but not limited to, sports fields, sports courts, dog parks, splash pads, playground equipment, lighting, permanent and portable restrooms.

- *4.5.2.2.4. General Conditions Assessment*

Halff will prepare an assessment of existing park conditions for publicly accessible parks, public grounds, open spaces, and facilities maintained by the Client. The park conditions assessment relies on a visual survey to evaluate the general condition of park structures, facilities, amenities, surfacing and grounds. Conditions assessments consider apparent signs of facility deterioration, and perceptions of potential functional obsolescence.

Numerical rankings are applied to each facility and composite scores are applied to each park property to determine where facility replacement, rehabilitation, or reconstruction is most warranted. This assessment will result in a park report card per park and facility.

Halff will assess up to 100 parks and up to 15 facilities. Halff and the Client will determine the specific parks and facilities to be assessed during the project kick-off meeting or subsequent meetings.

- Halff will visit each park individually. These site visits be scheduled over the span of several weeks to allow for assessment and coordination.
- Halff will conduct on-site field visits to the indoor facilities over the course of several weeks to assess the general condition of the facilities.

This assessment will integrate the inventory data collected in 4.5.2.2.1 - 4.5.2.2.3 and will focus on high-level condition evaluation, based on criteria developed by Halff. Halff will:

- Update park and facility inventory, including existing parks, trails, community centers, natatoriums, recreation centers, civic spaces, and open spaces with field information collected during this process.
- Assess general conditions of parks and trails, including amenities such as sports fields, courts, dog parks, splashpads, playgrounds, lighting, restrooms, and site furnishings.
- Evaluate trail conditions, trailhead features, connectivity, and the usability of open space areas.

- Conduct a high-level walkthrough review of existing recreation facilities to identify conditions, major deficiencies, and general maintenance needs.
- Capture photos and qualitative field notes for key sites.
- Using a model that is reviewed by the Client, develop a digital report card for assets, ranking their condition and identifying necessary maintenance, replacement, or rehabilitation needs.

*(Note: The park conditions assessment does not include structural, mechanical, electrical, HVAC or plumbing inspections of park department administrative buildings, community centers, recreation centers, aquatics facilities, or similar. Additionally, the assessment does not include evaluations of irrigation, lighting systems or electrical infrastructure.)*

- **4.5.2.2.5. Trails, Trailheads, and Trail Connectivity**

Halff will document the existing trail network using available GIS data and planning documents to provide connection to active transportation plans. A conceptual map exhibit will illustrate existing trails, trailheads, connectivity gaps, and broad opportunity areas for potential expansion. This task will help serve as a foundation to help guide future trail planning (as an additional service) and support long-term coordination with private development and capital improvement planning.

- **4.5.2.2.6. Open Space Areas and Acreages**

Halff will document existing and potential open space areas using available inventory data, community input and projected growth. The review will identify typologies that serve ecological, recreational, and project growth. A conceptual map will illustrate the distribution of open space and will help inform long-term planning for open space networks that serve both environmental and recreational goals.

- **4.5.2.2.7 Report Cards**

Halff will prepare a tabular summary of parks and facilities assessed. From the base park and open space inventory provided by the Client, Halff will work with the Client to verify recreational facility inventories within each applicable property. Facility inventories will be prepared in table format and feed into an ArcGIS Dashboard, allowing visualization and reporting.

- **4.5.2.2.8 Planning Area Profiles**

Halff will prepare a planning areas profile document based on the five (5) planning districts that summarizes data for existing and planned parks, acreage, access, amenities and facilities.

- **4.5.2.2.9 Funding Strategies**

Halff will review existing funding strategies related to operation and maintenance of the City of El Paso parks and recreation system and provide an overview of existing funding streams.

### 4.5.3 NEEDS ASSESSMENT AND ANALYSIS

This task evaluates community needs through a demographic snapshot, gap analysis, and both standards- and resource-based assessments. It incorporates community input through a demand-based assessment and culminates in a recommendation framework to guide future investments and improvements.

#### 4.5.3.1 Demographic Snapshot

Halff will compile and review demographic and socio-economic data to identify general areas of greatest need, vulnerable populations, and growth patterns across the city. This citywide analysis, organized by the five Planning Areas, will be presented through text, tables, and charts using the most recent and available data from sources such as the U.S. Census Bureau, American Community Survey 5-Year Estimates, MPO, county, and City of El Paso official data. Key demographic factors will include:

- **Population Characteristics:** Gender, age groups, race, ethnicity, household income, and household composition (e.g., presence of children, seniors, single parents).
- **Vulnerable Populations:** Low-income children and seniors, children receiving public assistance as available (e.g., free lunch program), and households with immigrant parents or recent movers (as available).
- **Socio-Economic Conditions:** Parental employment, education levels, and transportation access (vehicle ownership or primary mode of transport).
- **Growth & Safety Trends:** Citywide patterns of aging and youth populations, crime and crash data as provided by the Client and the City police department for reviewing park safety.
- **Health & Service Gaps:** Epidemiological data on obesity, diabetes, heart disease or other relevant health data to inform programming and facility investments.

#### 4.5.3.2. Gap Analysis

Using the Planning Area Profiles, Report Cards, and completed studies, Halff will develop summaries and illustrations showing general areas of the city that are underserved by park and recreation facilities. GIS-based analysis shall be incorporated to visually show park system gaps. Gap mapping shall be conducted by a standards-based approach and a resource-based approach.

- *4.5.3.2.1. Standards-Based Assessment.*

Halff will assess the current and future Level of Service (LOS) for the park system, utilizing the parkland inventory established earlier in the planning process to calculate a per capita figure for parkland acreage. This will determine whether the city meets LOS standards today and in the future. A broad proximity analysis will also be conducted to assess walkability and identify gaps in park service areas. Based on this inventory, Halff will prepare Park Service Standards using NRPA's National LOS benchmarks, or other City-developed standards, evaluating areas such as:

- **Park Acreage & Distribution:** Assess how well park acreage is distributed across the city. Conduct a gap analysis considering age and demographics to determine if park locations and sizes meet population density needs.
  - **Amenity Availability:** Evaluate whether park amenities meet national standards (e.g., flat fields per 1,000 residents). Analyze demographic data to assess whether facilities should be added, repurposed, or removed.
  - **Trails & Open Space:** Identify land needed to connect open space, trails, and park facilities. Determine trail construction and amenity needs to improve the city's system.
- **4.5.3.2.2. Resource-based Assessment.**

Using the park facility inventory and data collected from the RFI regarding funding/revenue sources, Halff will update as appropriate and incorporate into the comprehensive parks master plan. Evaluate potential locations for key and facilities development opportunities such as trail corridors, lands for future parks, and connections to trails. The assessment will:

    - Evaluate gaps in recreation programs and identify opportunities for facility improvements.
    - Assess potential locations for new parks to expand the system where deemed necessary.
    - Determine general geographic areas for potential new recreational facilities to meet community needs.
    - Determine where park buildings and centers should be expanded or maintained to close program gaps.
    - Analyze general indoor recreation needs and other facility retrofits based on community feedback.
    - Consider health, safety, and security of facilities in expansion and renovation recommendations.
    - Align recommendations with equity considerations by evaluating park and facility locations to provide balanced access across the city.
    - Assess the feasibility of PARD maintenance buildings and yards based on their current locations and park system growth.
    - As identified by PARD, the need for new maintenance facilities and recommend general improvements to existing maintenance district boundaries.
    - Develop a matrix to prioritize facility expansion, improvements, decommissioning of underutilized facilities, and overall asset need strategies.

#### 4.5.3.3. Demand-Based Assessment

Halff will provide a summary report of the community engagement efforts. This report will include synthesized findings from all engagement activities listed below. It will also highlight key themes, participant input, and any relevant demographic or participation data, providing a

comprehensive understanding of community needs, priorities, and perspectives to inform project direction.

- Survey results
- Interview and focus group
- Public meetings summary

#### 4.5.3.4. Recommendation Framework

Halff will first work with the Client to establish a set of Guiding Principles that reflect the community's values and themes for parks and recreation. These principles will draw from public engagement findings. The guiding principles will serve as the foundation for evaluating future investments and shaping priorities.

Using the guiding principles, Halff will then develop a Recommendation Framework, including a scoring system to evaluate plan recommendations and/or projects, that includes at a minimum, the following criteria:

- Standards and Resource-based gaps
- Community priorities
- Previous Plan recommendations
- Equity, inclusion, accessibility
- Connectivity
- Park themes and growth corridors envisioned by the adopted and ongoing Comprehensive Plan update.

Halff will utilize data from public engagement efforts, including survey, focus groups, interviews and community meetings, participation trends, and usage data, to evaluate sports, parks, aquatics, and recreation program and facility needs to identify gaps and align offerings with resident demands. Halff will compile the results of the community outreach activities into a technical memorandum (i.e. community outreach summary) for review by Client.

### 4.5.5. MASTER PLAN RECOMMENDATIONS AND IMPLEMENTATION GUIDE

#### 4.5.5.1. Potential Capital Projects.

Halff will develop a potential list of projects to be completed by the Client within a short-, mid-, and long-term horizon. The list will be in ordered by park planning areas and will consider the following:

- **Existing Facility:** Facilities recommended to be expanded or undergo major improvements to address programing service gaps.
- **Underutilized and/or Cost Prohibitive Facilities:** Facilities that may be considered for repurposing or decommissioning due to low usage or high operational/maintenance costs.

- **Park System Enhancements:** Improvements across regional, community, neighborhood, and pocket park projects, including strategies to encourage all-abilities play into existing parks.
- **Undeveloped Parks:** Sites identified for future development based on projected population growth, identified service gaps, and community input.
- **Land Acquisition Needs:** Broad priority areas for potential land acquisition to accommodate growth, support the objectives of Envision El Paso, and address park access deficiencies.

#### 4.5.5.2. – 4.5.5.3 Implementation Strategy and Work Plan

Halff will develop an Implementation Work Plan to serve as a guide for phased growth and strategic investment in parks, facilities, and programs. This task will include both a capital plan and a framework for monitoring progress over time. The Implementation Work Plan will provide:

- **Estimated Schedule for Implementation:** A phased timeline outlining a short-term implementation plan (2–4 +/- years) and a long-range implementation plan (10 years), identifying priorities and sequencing of projects.
- **Annual Funding Overview:** A summary of anticipated annual funding needs across land acquisition, facility improvements, and program development.
- **Potential Funding Sources:** A list of potential funding mechanisms to support both capital improvements and ongoing maintenance, including grants, partnerships, bonds, and alternative funding opportunities.

#### **Meeting Summary**

- Field visit coordination meeting
- Park site visits, multi-day
- Indoor facility visits, multi-day

#### **Items Provided by Client**

Mission, Vision, and Strategic Plan documents, list of highly urbanized peer communities for benchmarking, past studies, plans, and adopted standards, record of past planning goals, initiatives, and implementation progress, existing park policies for land acquisition, presumed inventory data, park and facility asset data compatible with ArcGIS/Excel, existing funding strategies for parks and recreation

#### **Deliverables:**

A written narrative and multimedia storyboard for El Paso's Parks and Recreation Story; history and growth overview with maps; review and update of park typologies and standards; benchmarking matrix; summary of past planning goals and status; template for park/facility report cards and planning area profiles; GIS-based inventory and dashboard; general condition assessments with report cards and photos (for reviewed park and facilities); planning level statements of probable costs; planning area profiles; summary of national/local trends and

presentation; review of existing and potential funding strategies; demographic snapshot by planning area; Level of Service and using NRPA benchmarks. *Many of these elements will first be delivered in a memo format and subsequently incorporated into the final master plan document.*

## 5.0 FINAL REPORT AND SUPPORTING DOCUMENTATION

Halff will transform community input and analysis into actionable recommendations that guide the future of the parks and recreation system. It includes defining the vision and goals, developing plan themes, mapping park system, and establishing design standards. Additionally, implementation strategies and cost estimates will ensure the plan is practical, achievable, and ready for stakeholder review.

### 5.1.1 PLANNING PROCESS, METHODOLOGY AND RECOMMENDATIONS

Halff will develop a draft master plan that clearly outlines the planning process, participants, methodology, and recommendations. The draft will be shared with the Client in sections or by chapter for review prior to releasing a public version. The consultant will provide up to two rounds of revisions before finalizing the report. Additional revisions may be provided upon request and may require a scope adjustment.

### 5.1.2 FINAL PLAN FOR THE WEBSITE

Key recommendations and maps from the final plan will be provided to the Client in a format for incorporation on to the Client's website.

### 5.1.3 EXECUTIVE SUMMARY

Halff will develop a visually engaging executive summary that can be understood both as part of the full master plan and as a standalone document. The summary will be formatted for both print and digital distribution.

### 5.1.4 APPENDIX

As a part of the final master plan, Halff will provide technical documentation as an appendix. It is intended for limited production and distribution. This appendix may include technical data and memoranda, and outreach summaries compiled throughout the planning process. The document will be formatted for both print and electronic distribution.

#### **Meeting Summary**

- NA

#### **Items Provided by Client**

- Review and feedback of draft report.
- Approval of report for distribution

#### **Deliverables:**

- Draft report for review

- Final report for distribution by the Client.

## 6.0 PLAN ADOPTION

### 6.1 PLAN ADOPTION SUPPORT

Halff will support Client throughout the formal adoption process for the final plan. This includes preparing presentation materials and assisting with coordination for each step of the process. Specifically, the Consultant will develop clear, visually engaging PowerPoint presentations tailored to the needs and priorities of each group involved in the review and adoption process. Halff and/or Team representatives will attend up to three (3) presentations in person when these are scheduled efficiently to minimize travel costs. Presentations will be prepared for the following meetings:

- The City's Executive and Leadership Team (SBR Meeting, Halff in attendance)
- Parks and Recreation Advisory Board and Open Space Advisory Board
- City Plan Commission
- City Council (Halff present in attendance)

*\*Plan adoption will occur outside of the 12-month planning period and is dependent on meeting schedules of voting bodies.*

### 6.2 TPWD COMPLIANCE SUBMITTAL

Halff will submit the adopted plan to Texas Parks and Wildlife Department for their review and feedback. Halff will facilitate questions about the Project with the goal of achieving a successful transmittal and acceptance for future TPWD grant funding.

### 6.4 PROJECT CLOSE-OUT AND TRANSMITTAL

Halff will provide electronic versions of all original files prepared by Halff related to preparation of the plan, including photo inventory, presentations, GIS shapefiles, and other graphic and document original files.

#### **Meeting Summary**

- Executive and Leadership Team
- City Council adoption meeting (in-person)

#### **Items Provided by Client**

- Meetings date, time and location
- Presentation review and feedback

#### **Deliverables:**

- Presentation for meetings
- Confirmation that the plan has been submitted to TPWD.

## 7.0 PROJECT TIMELINE

### 7.1 PROJECT MONTH SCHEDULE (Updated Schedule Pending)

Halff anticipates the project to span a 12-14 month period, broken into four (4) phases, however some tasks overlap phases and Plan Adoption will occur outside of the proposed planning period and are dependent on meeting schedules of voting bodies. A preliminary schedule is provided in **Attachment D**. Once the plan has been adopted, Halff will submit the plan on behalf of the Client to Texas Parks and Wildlife Department. This occurs outside the proposed planning period.

## ATTACHMENT B

### BASIS OF COMPENSATION

#### BASIC SERVICES – FEE SUMMARY.

Planning services as described in Exhibit A will be provided by Halff on a lump sum basis, with an authorized lump sum contract fee of **\$577,300** for the El Paso Parks and Recreation Master Plan. The lump sum fee includes compensation for document research, site visits, copying, printing, mileage and associated expenses necessary for the planning effort. Fees for services will be invoiced monthly, based on the percentage of work completed.

Item No. RFQ #2025-0264R	Task Description (Complete descriptions in Attachment A)	Firm*	Price/Hour	Hours	Fee
4.2 - 4.3	<b>Project Organization &amp; Data Needs</b>	Halff	See Rate Sheet	124	<b>\$19,200</b>
4.4	<b>Community Engagement &amp; Outreach</b> (Public Engagement Plan, Online Digital Engagement Survey, Steering Committee Meetings, Public Meetings, Focus Groups Meetings, Public Facing Tool, Elected Officials Interviews, and Community Events/Engagement Booth)	Halff	See Rate Sheet	706	<b>\$119,600</b>
4.5	<b>Long Range Plan Elements</b> (Introduction LRP Update & Trends, State of the Parks and Recreation System, Inventory and Conditions Assessment, Needs Assessment and Analysis, and Master Plan Recommendations and Implementation)	Halff	See Rate Sheet	2385	<b>\$392,900</b>
5.0	<b>Final Report &amp; Supporting Documentation</b>	Halff	See Rate Sheet	162	<b>\$26,100</b>
6.0	<b>Plan Adoption</b> (see descriptions in Attachment A)	Halff	See Rate Sheet	127	<b>\$19,500</b>
<b>Planning Services (includes research, materials and supplies) TOTAL</b>					<b>\$577,300</b>

*\*Subconsultant firms will be assisting with various tasks throughout the planning process.*

#### ADDITIONAL SERVICES AND MEETINGS

During the course or at the conclusion of the Project, the Client may deem it necessary to schedule more meetings, request further research, or otherwise engage Halff in additional work efforts (i.e., analysis, deliverables, meetings) or subsequent phases not anticipated at project initiation or as set out in Attachment A, Scope of Services. Any such additional services shall be specifically authorized by the City Council, as appropriate, and documented through a written amendment to the Professional Services Agreement and Attachment A, Scope of Services, or set out as follow up additional phase services. This will include a corresponding modification to

the maximum not-to-exceed amount set out in Attachment B, Basis of Compensation, and, if necessary, the time of performance as set out in Attachment D, Project Schedule. Additional printing or publication expenses will be charged in accordance with Attachment B, *Basis of Compensation*. Expenses incurred by the consultant team, such as mileage, materials, food, etc., are integrated into the Base Plan cost in the Scope of Services.

We offer flexible, as-needed services to support the planning process and community engagement efforts. These services will be billed on a lump sum or hourly basis, allowing for customization and scalability based on the City's evolving needs. Below are examples of potential additional services that can be added to the project:

- **Additional Facility or Conditions Assessments.** Conducting additional assessments of existing facilities or site conditions, beyond those identified in Attachment A and if desired or needed, to support further planning.
- **Public Meeting Facilitation.** Facilitation of up to five additional public meetings, ensuring inclusive participation and engaging community members, elected officials, and local partners.
- **Events/Engagement Booths.** Staffing for community-wide events with interactive booths that allow residents to learn about the project, provide feedback, and stay informed in an accessible, casual environment.
- **Public-Facing and Online Tools.** Development of a dedicated project website and real-time engagement dashboard to keep the public informed with project updates, documents, and engagement opportunities.
- **Trails Update.** This service provides a strategic update to the existing trails system, answering critical questions about where new trails are needed and how they can be developed. The update will include prioritization of segments, cost estimates, recommended trailhead locations, and identification of trails for future implementation.
- **Open Space Update.** Focused on guiding the future of open space preservation and expansion, this update answers key questions of location and implementation. It includes a vision for open space, policy recommendations, and a prioritization strategy. Opportunities for future parkland acquisition and preservation will also be identified to align with community growth and environmental goals. This service can be added at a highly cost effective rate if additional funding resources are identified.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	<b>CONTACT NAME:</b> Rebecca Egan <b>PHONE (A/C, No. Ext):</b> 770-552-4225 <b>E-MAIL ADDRESS:</b> greylingcerts@greyling.com	<b>FAX (A/C, No):</b>
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> National Union Fire Ins Co of Pittsburg		19445
<b>INSURER B:</b> The Continental Insurance Company		35289
<b>INSURER C:</b> New Hampshire Insurance Company		23841
<b>INSURER D:</b> Allied World Surplus Lines Insurance Co		24319
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 205320725**REVISION NUMBER:** 24-25

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL5856923	8/1/2024	8/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA5717893	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7034027549	8/1/2024	8/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC014195843	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Prof Liability incl. Pollution			03113813	8/1/2024	8/1/2025	Per Claim Aggregate \$1,000,000 \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

AVO: 059569.001 | City of El Paso/Parks Master Plan.

Waiver of Subrogation is applicable where required by written contract &amp; allowed by law.

City of El Paso is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation &amp; professional liability where required by written contract.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

**CERTIFICATE HOLDER****CANCELLATION**City of El Paso  
218 N. Campbell St  
El Paso TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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