



AGREEMENT FOR PROFESSIONAL SERVICES

This **AGREEMENT FOR PROFESSIONAL SERVICES ("Contract")** is made by the **CITY OF NORTH RICHLAND HILLS ("City")**, a Texas municipal corporation, and **HALFF ASSOCIATES, INC. ("Consultant")**. The parties are each individually referred to herein as a "party" and collectively as the "parties."

1. **SCOPE OF SERVICES**

Consultant agrees to provide professional planning services as described in Attachment A (Scope of Planning Services for North Richland Hills Parks, Recreation and Open Space Master Plan: Phase 1 – Discover). This Agreement includes the following tasks listed within Phase 1 of Attachment A:

- Task 1.1 – Project Initiation;
- Task 1.2 – Pre-Planning and Background Information;
- Task 1.3 – Community Audit;
- Task 1.4 – Community Visioning;
- Task 1.5 – Project Management and QA/QC

2. **COMPENSATION**

The compensation to be paid to Consultant for all services performed hereunder shall not exceed **forty-two thousand, three-hundred dollars (\$42,300.00)**. No expenses shall be paid under this Agreement in excess of such amount without the express written consent of the City.

3. **TERM**

This Contract shall be effective upon issuance of notice to proceed and shall expire upon completion of all services contemplated herein, but not later than **December 31, 2026**.

4. **TERMINATION**

Either party may terminate this Contract at any time for cause or convenience by providing thirty (30) days' written notice to the other party. Upon the receipt of such notice, Consultant shall immediately discontinue all services and work and the placing of all orders or the entering into contracts for all supplies, assistance, facilities, and materials in connection with the performance of this Contract and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Contract. Consultant shall not be entitled to lost or anticipated profits should City choose to exercise its option to terminate. If Consultant is terminated for convenience by City, then Consultant shall have no liability for any damages that stem from such termination, including damages that are liquidated or consequential in nature.

4.1 **Non-appropriation of Funds.**

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

5. **INDEMNIFICATION:**

CONSULTANT HEREBY COVENANTS AND CONTRACTS TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, ARISING OUT OF, RELATING TO, OR RESULTING FROM ENGINEER'S NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY



OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. ENGINEER SHALL NOT BE OBLIGATED TO INDEMNIFY OR DEFEND CITY, ITS OFFICERS, EMPLOYEES, OR AGENTS IN ANY MANNER FOR THE NEGLIGENCE OF CITY, ITS OFFICERS, EMPLOYEES OR AGENTS. ENGINEER'S OBLIGATION TO DEFEND ABOVE SHALL NOT APPLY TO PROFESSIONAL LIABILITY CLAIMS, BUT RATHER FOR PROFESSIONAL LIABILITY CLAIMS ENGINEER WILL REIMBURSE THE CITY FOR ALL REASONABLE DEFENSE COSTS IN THE SAME PROPORTION ENGINEER IS FOUND LIABLE.

THE INDEMNIFIED ITEMS MAY INCLUDE, BUT IS NOT LIMITED TO, PERSONAL INJURY AND DEATH CLAIMS, AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED BY AN INDEMNIFIED PARTY OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY PROVISION.

IN ADDITION TO THE DEFENSE OBLIGATIONS OF ENGINEER ABOVE, TO THE EXTENT DEFENSE COVERAGE IS AVAILABLE UNDER ANY APPLICABLE INSURANCE POLICY MAINTAINED BY ENGINEER, AND SUCH POLICY PROVIDES A DEFENSE TO ADDITIONAL INSUREDS, CITY SHALL BE ENTITLED TO SUCH DEFENSE AS AN ADDITIONAL INSURED UNDER THE POLICY, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND LIMITATIONS OF SAID POLICY.

ENGINEER'S OBLIGATIONS UNDER THIS PROVISION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY ENGINEER UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

NOTWITHSTANDING ANY PROVISION OF LAW TO THE CONTRARY, INCLUDING STATUTORY EMPLOYER DEFENSES OR ANY WORKERS' COMPENSATION STATUTES THAT MIGHT OTHERWISE LIMIT THE INDEMNITY OBLIGATIONS OF THE INDEMNITOR, INDEMNITOR AGREES TO WAIVE SUCH DEFENSES AND ACKNOWLEDGES THAT ITS INDEMNITY OBLIGATIONS HEREUNDER SHALL APPLY REGARDLESS OF ANY IMMUNITY IT MAY HAVE UNDER WORKERS' COMPENSATION OR SIMILAR LAWS.

6. **INDEPENDENT CONTRACTOR**

Consultant shall perform all work and services hereunder as an independent contractor and not as an officer, agent, or employee of the City. Consultant shall have exclusive control of and the exclusive right to control the details of the work performed hereunder and all persons performing the same, and shall be solely responsible for the acts and omissions of its agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the City and the Consultant, its agents, employees, and subcontractors; and the doctrine of respondeat superior shall have no application as between the City and the Consultant.

7. **QUALIFICATIONS**

Consultant shall meet the following qualifications to provide services under this Agreement: State of Texas licensure.



8. **PROHIBITION OF ASSIGNMENT**

Neither party hereto shall assign, sublet, or transfer its interest herein without the prior written consent of the other party, and any attempted assignment, sublease, or transfer of all or any part hereof without such prior written consent shall be void.

9. **CHOICE OF LAW; VENUE**

This Contract shall be construed in accordance with the laws of the State of Texas. Should any action, at law or in equity, arise out of the terms herein, exclusive venue for said action shall be in Tarrant County, Texas.

10. **FORCE MAJEURE**

Neither party shall be liable for failure to perform its obligations under this Contract if the performance is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party.

11. **CONFIDENTIAL INFORMATION**

Consultant understands and acknowledges that Consultant will be provided with information that may be confidential by law, rule, statute, ordinance, or legal order. Consultant shall not disclose any information deemed confidential to any party who is not privy to or who does not have a special right of access to said information. Consultant agrees to use confidential information for purposes of providing the services contemplated herein only as determined by the City. Disclosure of, or unauthorized use of, any confidential information by Consultant is a material breach of this Agreement. If Consultant violates this provision, and in addition to any other remedies at law or in equity that the City may have, the City may immediately obtain injunctive relief in a court of competent jurisdiction enjoining any continuing or further breaches and exercise any further remedies as authorized by law. Consultant agrees to indemnify and hold the City harmless for any claims or damages caused by Consultant's breach of this confidentiality provision.

12. **RIGHT TO AUDIT**

During the term of this Agreement, and at any time within three (3) years following the expiration of this Agreement, the City shall have the right of access to all information held in the possession of the Consultant related to services performed under this Agreement, for audit purposes or otherwise. Consultant agrees to provide access to such information unless expressly prohibited from doing so by court or other governmental order. Except in the event of an emergency, the City will provide reasonable advance notice of any intended audits and the need for the information. Consultant agrees that it will keep records relating to the services provided hereunder for as long as required by law.

13. **NOTICES**

Any notice required to be given hereunder shall be given by certified mail, return receipt, to the following addresses:

If to City:
City of North Richland Hills
Attn: Paulette Hartman, City Manager
4301 City Point Drive
North Richland Hills, Texas 76102

If to Consultant:
HALFF Associates, Inc.
Attn: Legal Department
2380 Performance Dr, Bldg C, Suite 150
Richardson, Texas 75082



Email: pahartman@nrhtx.com

Email: Legalhelp@halff.com

With copy to the City Attorney at the same address.

14. **INSURANCE**

Consultant shall maintain the following Insurance coverage during the term of this Contract, or other coverage acceptable to the City:

Comprehensive general liability insurance policy in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 general aggregate for damage and/or injury to persons or property.

Professional liability policy with limits of \$1,000,000 per claim or occurrence.

Worker's compensation insurance or its equivalent in the minimum statutory amount in the state where Consultant conducts its business.

Auto liability policy or its equivalent with a combined single limit of \$1,000,000 per accident.

The City, its officers, officials, and employees are to be named as "Additional Insured" on the commercial general liability, automobile liability, and any excess liability policies as respects liability arising out of activities performed by or on behalf of Consultant.

15. **DISPUTE RESOLUTION**

Except in the event of termination pursuant to Section 4.1, if either City or Consultant has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered, or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the written notice, both parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation in Tarrant County, Texas, upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. The mediator shall be agreed to by the parties. Each party shall be liable for its own expenses, including reasonable attorney's fees; however, the parties shall share equally in the costs of the mediation. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the parties agree to continue without delay all of their respective duties and obligations under this Agreement, not affected by the dispute. Either party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.



City Secretary Office
Official Record Copy

EXECUTED on this, the 1st day of December, 2025.

ACCEPTED AND AGREED:

HALFF ASSOCIATES, INC.:

By: Lenny Hughes
Lenny Hughes
Practice Leader, Landscape Architecture
Date: Dec. 1, 2025

CITY OF NORTH RICHLAND HILLS:

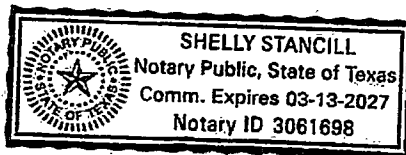
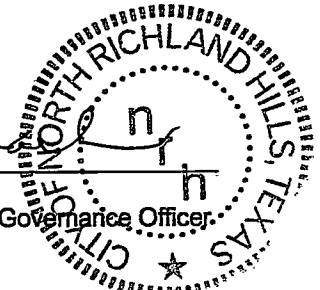
By: Paulette Hartman
Paulette Hartman
City Manager
Date: 12/4/25

ATTEST:

By: Shelly Stancill
Name: Shelly Stancill
Title: Admin

ATTEST:

By: Alicia Richardson
Alicia Richardson
City Secretary/Chief Governance Officer.



APPROVED TO FORM AND LEGALITY:

By: Bradley A. Anderle
Bradley A. Anderle
City Attorney

NRH Council Action Y (N)

Date Approved 12.4.2025

Agenda No. _____

Ord / Res No. _____

ATTACHMENT A
SCOPE OF PLANNING SERVICES FOR
NORTH RICHLAND HILLS PARKS, RECREATION AND
OPEN SPACE MASTER PLAN

PROJECT DESCRIPTION

Halff shall provide planning services to the City of North Richland Hills (the "City") that result in the North Richland Hills Parks, Recreation and Open Space Master Plan (the "Master Plan"). The resulting master plan will include collaborative planning efforts between the City of North Richland Hills, Halff, and partners to develop an implementation action plan that prioritizes projects over the next ten years.

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 14 months to complete – including delivery of a draft report to the City Council. The subsequent timeframe and adoption of the final Plan will vary depending on the City's scheduling preferences.
2. The Project will begin from the date of contract execution and will follow a task-by-task schedule prepared as part of the Project initiation process outlined in this Scope of Services. Any adjustments made to the Project schedule during the Project term will be jointly agreed upon between the Client and Halff.
3. The study area will include all property within the North Richland Hills city limits. Other surrounding properties or facilities that may be utilized by the City with the goal of achieving an orderly long-term growth and development may be considered as mutually agreed upon between the Client and Halff.
4. Draft and final Plan reports will be prepared in electronic (e.g., Adobe In-Design) format. Reports will be provided to the City in INDD, PDF format suitable for distribution electronically and for posting to the City website. Mapping files will be provided in ArcGIS format including shapefiles and layer packages for use by the City.
5. 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.
6. References to a "Trip" within this Exhibit refer to travel to the City by members of the Halff team from outside of Tarrant County. 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.
7. Where possible, committee and planning meetings will be scheduled by Halff and/or the City on concurrent days and evenings for greater project efficiency.
8. Any additional meetings or events beyond those shown in the Scope of Services will be considered an additional service and are not included in this Scope of Services.



9. Only minor revisions will be made following adoption to produce the final deliverables. Substantive revisions after adoption may require additional services depending on their nature.
10. Halff anticipates that the GIS shapefiles and associated data represent an up-to-date depiction of the existing conditions. In the instance that the City'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 City 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 City. 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.
11. Halff will prepare data analysis 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 additional services to update those analyses if existing conditions change during the Project.
12. Input and feedback derived from the public engagement process will be assessed and incorporated into the various plan elements rather than compiled as meeting notes and minutes.
13. 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 the Basis of Compensation (Attachment B), Client Support (Attachment C), and Project Schedule (Attachment D).

PHASE 1 – DISCOVER

TASK 1.1 - PROJECT INITIATION

Halff will undertake the following activities to ensure the efficient initiation of the planning process:

- **Kick-off Meeting.** Halff will coordinate a 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 the system tour visit, review the QA/QC process, establish project schedule, and review the public engagement strategy.
- **System Tour (Trip #1).** Halff will coordinate with the Client to conduct a 1-day driving tour of the Client's parks system and facilities. The intent of the tour is to get a first-hand perspective of the issues, challenges, and opportunities of the system. City staff will prepare an agenda for the tour to include parks of varying classification and development need.

TASK 1.2 – PRE-PLANNING AND BACKGROUND INFORMATION

Halff will prepare the following pre-planning items to ensure a successful planning process:

- **Data Collection.** Halff will prepare a Request for Information (RFI) form for the City to provide relevant background data, files, photos, plans, studies, and other pertinent information to the Project. The RFI will also include questions for City staff to document progress implementing prior plan actions to understand previous plan implementation progress and what remains community priorities.
- **Base Map.** Halff will use relevant GIS data provided by the Client to prepare a project base map. Halff assumes that the data is already available through existing GIS inventories. The City will work to assemble and provide Halff with the most current data in GIS shapefile format (for mapping items), PDF for reports or documents, and CAD for other applicable design elements. Except as stated herein, Halff is not responsible for increasing the accuracy and precision or otherwise improving data received directly from the City or other vendors.

TASK 1.3 – COMMUNITY AUDIT

Halff will conduct initial planning analysis activities, including an assessment of community data and system inventory. Subtasks include:

- **Demographic Snapshot.** Halff will confirm current and projected population figures with the City to be used in the Level of Service analysis (Task 2.2). The City will provide a brief snapshot of existing demographics utilizing the most recent U.S. Census Bureau, American Community 5-Year Estimates, and other municipal sources. Halff will assess and incorporate relevant demographics into the final master plan report.
- **Parks System Inventory.** Halff will prepare an excel template format for the City to generate a presumed inventory of park, recreational, and trail facilities on a park-by-park basis. This inventory is based solely on existing Client data, and does not include a field inventory, geo-location of recreational facilities, or a record of all accessory features at each property (e.g., trash cans, park benches, picnic tables, etc.).

TASK 1.4 – COMMUNITY VISIONING

Halff will initiate public engagement activities to gather input and feedback on the planning process and gain understanding of the community's vision and needs for the parks system.

- **Statistically Valid Survey.** Halff will prepare and administer a statistically valid survey to generate input on needs and preferences. Surveys will be mailed to a random sampling of households to generate a total of 300 completed surveys for an overall margin of error of +/- 5.6% at 95% level of confidence. A summary overview of the results will be provided and incorporated into the plan document.

At the conclusion of the statistically valid survey, an online version of the survey will be made available to the community at large. These results will be kept separate from the statistically valid survey findings. Halff will provide an advertisement for the online survey to be distributed by the City.

- **Public Open House Meeting (Trip #2).** Halff will host a one-hour public open house to solicit community ideas and preferences to assist in development of the plan vision. Halff will prepare the necessary materials, activities and advertisements, while the City will assist with securing a location, advertising, and staffing the open house. The City will be responsible for advertising the meeting through various channels, such as social media, the website, and other media outreach methods.
- **Stakeholder Feedback Questionnaire.** Halff will prepare a brief (one-page max) questionnaire to be sent to key stakeholders, including youth sports leagues and the Parks and Recreation Board. Questions will focus on gathering participation data from outside leagues as well as input on key challenges and opportunities.

TASK 1.5 – PROJECT MANAGEMENT AND QA/QC

Halff will conduct ongoing administrative tasks throughout the planning period. Halff will manage the Project so that it proceeds according to the Contract and this Scope of Services. This includes timely communication with the City, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, and other project administration tasks. The Halff project manager and City's Project Administrator may hold monthly check-in calls to coordinate, review action items, and maintain the Project schedule. Halff will also perform internal Quality Control and Quality Assurance (QA/QC) reviews of all deliverables.

Phase 1 Meeting Summary

- A) Project coordination calls (Monthly, ongoing), B) Parks System Tour (Trip #1), C) Public Open House Meeting (Trip #2)

Phase 1 Items Provided by Client

- Scheduling Parks System Tour, Response to Request for Information, Existing Demographics, Completed Parks System Inventory Table, Advertising for Online Survey and Public Open House, Securing Location for Public Open House

Phase 1 Deliverables

- Request for Information spreadsheet, base map, population confirmation, parks system inventory template, statistically valid survey questions and summary findings, online survey advertisement, public meeting advertisement, meeting materials, stakeholder questionnaire, monthly progress report, memo documenting key engagement findings



PHASE 2 –ASSESS (FUTURE PHASE)

TASK 2.1 – VISION AND GOAL CONFIRMATION

Halff will utilize the results of the Discover Phase to draft a final vision statement and refine plan goals for consideration by City staff. The vision and goals will be presented to staff during a scheduled monthly meeting.

TASK 2.2 – ACCESS-BASED ASSESSMENT

The results of the parks system inventory (Task 1.3) will be used to verify current parkland level of service and to develop new targeted levels of service for North Richland Hills based on quantity and distribution to improve resident access over time. Subtasks include:

- **Level of Service Analysis (LOS).** Halff will calculate current LOS for parkland (acres per 1,000 population) and recreational amenities (e.g. playgrounds, sports courts). Halff and City staff will develop a Target LOS for parkland and amenities to meet the needs of current and future projected populations. Information from national benchmarks and from community outreach activities will be utilized to establish TLOS goals.
- **Proximity Analysis.** Halff will utilize a proximity analysis (10-minute walk) to assess walkability and determine gaps in park service areas. Trust for Public Land data will be utilized for this analysis.
- **Gap Analysis.** Halff will prepare a written summary of system needs, to include areas of significant deficiencies, in terms of land area and specific facility types. Halff will compare recommended TLOS standards to actual conditions to determine deficiencies city-wide and within individual City Council districts or other planning sub-areas as agreed upon by the City and Halff.

The findings of the access-based assessment and corresponding recommendations to improve parks system access will be incorporated into the final master plan report.

TASK 2.3 – DEMAND-BASED ASSESSMENT

Halff will review and compile the results of the community outreach activities into a summary that will serve as an appendix to the plan document.

TASK 2.4 – CONDITIONS ASSESSMENT

Halff will prepare an assessment of existing park conditions for up to five (05) parks maintained by the City of North Richland Hills. The park conditions assessment relies on a visual survey to evaluate the general condition of park structures, facilities, amenities, surface, and grounds. Conditions assessments consider apparent signs of facility deterioration, and perceptions of 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 (**Trip #3**).

TASK 2.5 – PROJECT MANAGEMENT AND QA/QC

Halff will conduct ongoing administrative tasks throughout the planning period. Halff will manage the Project so that it proceeds according to the Contract and this Scope of Services. This includes timely communication with the City, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, and other project administration tasks. The Halff project manager and City's Project Administrator may hold monthly check-in calls to coordinate, review action items, and maintain the Project schedule. Halff will also perform internal Quality Control and Quality Assurance (QA/QC) reviews of all deliverables.

Phase 2 Meeting Summary

- A) Project coordination calls (Monthly, ongoing), B) Parks Conditions Assessment Tour (Trip #3)

Phase 2 Items Provided by Client

- Review and comment on draft materials, attend Parks Condition Assessment Tour

Phase 2 Deliverables

- Vision and goals, access-based assessment summary to be incorporated into final plan document, community engagement summary, park conditions assessment summary

PHASE 3 – RECOMMEND (FUTURE PHASE)

TASK 3.1 – PRELIMINARY WORK PROGRAM

The assumptions derived from each of the assessments conducted as part of **Phase 2** will be compiled by Halff into a preliminary implementation program providing the City with a recommended Work Program containing the following:

- **Investment Program.** Including a list of near-term park improvements with associated planning-level cost estimates. The Investment Program will also recommend a series of long-term park capital projects distributed throughout the City.
- **Policy Program.** Including a series of recommended actions to address parks system growth and general administration and operations. Policy Program actions may include recommended policies, programs, studies, regulations, investments and operational changes.

Halff and City staff will review the preliminary work program during a monthly call.

TASK 3.2 – FINALIZED WORK PROGRAM AND ACTION PLAN

Halff will make final edits to the recommendations contained in the Preliminary Work Program (**Task 3.1**) will be reviewed by City staff after which Halff will prepare a single round of edits prior to the incorporating into the master plan document.

TASK 3.3 – PROJECT MANAGEMENT AND QA/QC

Halff will conduct ongoing administrative tasks throughout the planning period. Halff will manage the Project so that it proceeds according to the Contract and this Scope of Services. This includes timely communication with the City, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, and other project administration tasks. The Halff project manager and City's Project Administrator may hold monthly check-in calls to coordinate, review action items, and maintain the Project schedule. Halff will also perform internal Quality Control and Quality Assurance (QA/QC) reviews of all deliverables.

Phase 3 Meeting Summary

- A) Project coordination calls (Monthly, ongoing)

Phase 3 Items Provided by Client

- Review and comment on draft materials

Phase 3 Deliverables

- Preliminary work program, finalized work program and action plan

PHASE 4 – IMPLEMENT (FUTURE PHASE)

TASK 4.1 – MASTER PLAN DOCUMENT

Review full draft Plan with City officials (virtual). Halff will incorporate one round of edits on the full document. Changes will be limited to those which require simple text edits and do not necessitate substantial changes to document format, maps, tables, or figures; nor, require new research or public outreach. Subtasks include:

- **Draft Master Plan.** Halff will combine the information compiled in each of the preceding tasks into a final Master Plan document.
- **Internal Review.** Review of the Master Plan document by City staff. Halff will make one round of edits prior to producing a copy of the Master Plan report for City review and subsequent adoption meetings.

TASK 4.2 – PLAN ADOPTION

Convene meetings of the Parks and Recreation Board and City Council to assist in facilitating the adoption of the final master plan report. Subtasks include:

- **Parks and Recreation Board Meeting (Trip #4).** Halff will present the Master Plan to the Parks and Recreation Board to facilitate a referral to the Mayor and City Council.
- **City Council Review and Adoption (Trip #5).** Halff will attend one (1) City Council Meeting to provide an overview of the final Master Plan document to the Mayor and City Council for consideration of adoption.

TASK 4.3 – PLAN DELIVERY

Halff will produce and provide a color digital (InDesign, Word, and PDF formats) original of the final documents and digital maps to the City for online use and reproduction. The reports submitted to the City will incorporate a single set of revisions reflecting any final amendments required by City Council as conditions of approval. Changes will be limited to those which require simple text edits and do not necessitate substantial changes to document format, maps, tables, or figures; nor, require new research or public outreach.

TASK 4.4 – PROJECT MANAGEMENT AND QA/QC

Halff will conduct ongoing administrative tasks throughout the planning period. Halff will manage the Project so that it proceeds according to the Contract and this Scope of Services. This includes timely communication with the City, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, and other project administration tasks. The Halff project manager and City's Project Administrator may hold monthly check-in calls to coordinate, review action items, and maintain the Project schedule. Halff will also perform internal Quality Control and Quality Assurance (QA/QC) reviews of all deliverables.



Phase 4 Meeting Summary

- A) Project coordination calls (Monthly, ongoing), B) Parks and Recreation Board Meeting (Trip #4), and C) City Council Review and Adoption (Trip #5)

Phase 4 Items Provided by Client

- Review and comment on draft materials, scheduling for Parks and Recreation Board and City Council meetings

Phase 4 Deliverables

- Draft master plan, final master plan in digital format and associated digital maps and data



PROPOSED ENGAGEMENT SEQUENCE

The following represents an anticipated sequence of virtual and in-person visits.

PHASE 1: DISCOVER

Virtual: Project Kick Off

Trip #1: Park System Tour (1 day)

Trip #2: Public Open House

PHASE 2: ASSESS (FUTURE PHASE)

Trip #3: Parks Condition Assessment Visit

PHASE 3: RECOMMEND (FUTURE PHASE)

N/A

PHASE 4: IMPLEMENT (FUTURE PHASE)

Trip #4: Parks and Recreation Board Meeting

Trip #5: City Council Approval Meeting



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 **\$114,050** for the North Richland Hills Parks, Recreation and Open Space Master Plan. The lump sum fee includes compensation for document 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.

PHASE	FEE ESTIMATE (BASIC SCOPE)
1: Discover	\$42,300
2: Assess	\$23,000
3: Recommend	\$29,500
4: Implement	\$19,250
Grand Total	\$114,050

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 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 this 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. Expenses incurred by the consultant team, such as mileage, materials, food, etc., are integrated into the Base Plan cost in the Scope of Services. Should the need arise for additional services, including meetings, Halff can provide such services on an hourly basis and/or agreed upon fee.

ADD ALTERNATES FOR COUNCIL CONSIDERATION.

Recreational Programming Assessment: \$12,000
Operational Efficiency Assessment: \$14,000

(See page 11 for task descriptions)

PHASE	FEE ESTIMATE (BASIC SCOPE + ADD ALTERNATIVES)
1: Discover	\$42,300
2: Assess	\$49,000
3: Recommend	\$29,500
4: Implement	\$19,250
Grand Total	\$140,050



RECREATIONAL PROGRAMMING ASSESSMENT (ADD ALT TO PHASE 2)

Halff will prepare an excel template format for the Client to generate a presumed inventory of special event and recreational programs provided, along with contracts for third-party providers. The depth of Halff's recreational programming assessment will be directly influenced by the detail of data that can be provided by the City including program types, frequency/scheduling, attendance (current and trends), registration and rental fees, etc.

Subject to the availability of pertinent data, the recreational programming assessment may include an overview of core programs, age and lifecycle analysis, and service classifications to identify potential adjustments to program offerings – whether provided by the City or a private vendor.

OPERATIONAL EFFICIENCY ASSESSMENT (ADD ALT TO PHASE 2)

Halff will perform a high-level analysis of the current practices of the Client to evaluate its operational situation from a staffing and budget standpoint. Data from the NRPA Agency Performance Review will be utilized as national benchmarks as well as up to five (05) benchmark communities in the DFW Metroplex. The benchmark communities will be agreed upon by Halff and the Client at the beginning of this task. Subtasks include:

- **Staffing Assessment.** This analysis will review current department organizational structure and identify future organization and staffing needs based on best management practices and staffing ratios derived from national standards.
- **Budget Assessment.** This analysis will review the past five (05) years of operating and capital budgets to identify trends and determine operating expenditures per acre, per capita, and per full-time equivalent (FTE) to compare to national standards and benchmark communities.

ATTACHMENT C

CLIENT SUPPORT

The Client will provide administrative and technical support to assist Halff in performing the Scope of Services described in Attachment A. The support to be provided by the City will include the following types of services and tasks:

- The Client will appoint a contact person, "Project Administrator," to work with Halff to act as an intermediary between staff, elected and appointed officials, committees, non-project consultants and other governmental jurisdictions and agencies as required. Halff will take direction from the Client's Project Administrator or City Manager only.
- It is the responsibility of the Client's Project Administrator to coordinate, compile, and forward in a consolidated manner all review comments, feedback, and/or requested/suggested revisions to such draft/interim deliverables.
- The Client will provide information from all previous planning studies and master plans that may influence the outcome of this planning effort. This information will be provided in digital format when possible and available. If no digital information is available, the Client will create a reproduction, wherever possible, that will not have to be returned at the conclusion of the Project. This information may include, but not be limited to, existing land-use plans and GIS data; existing transportation and street master plans; existing water or sanitary sewer planning documents; economic and demographic studies; park, trail, and open space plans; or other pertinent planning or policy documents. Prompt compilation and delivery of these documents to Halff is an essential prerequisite for the initiation of work and timely forward progress on individual tasks and deliverables.
- The Client will provide Halff with the most recently updated digital base map of the planning area with City limit and extraterritorial jurisdiction (ETJ) lines, school district lines, municipal utility district boundaries, roadway centerlines and rights-of-way (if available), water and sewer facilities; dry utilities; public facilities (including police, fire, hospital, library and other major public facilities); park and open space facilities; sidewalks and trails; rivers, lakes and floodplain information; and other GIS available that may be pertinent to this planning process. These files will be in the form of GIS shapefiles.
 - Because of the graphic nature of the planning deliverables, draft and final reports will be prepared in GIS and Adobe InDesign format (INDD). Base mapping, graphics, and report documents will be prepared in GIS, INDD, and PDF formats suitable for distribution electronically.
 - Any conceptual design/development ideas generated as part of the planning process are understood to be at a pre-concept development stage and will require further refinement via plans and specifications developed through separate design and construction processes.
 - Cost projections prepared as part of this effort, if applicable, are understood to be at a planning (order-of-magnitude) level and are prepared prior to any detailed design for individual projects.
 - Such cost projections will vary as more detailed design occurs and as inflationary influences occur following plan adoption.
 - It is the intent that multiple meetings will be scheduled on concurrent days and evenings for greater project efficiency.
 - Any additional meetings beyond those shown in the Scope of Services will be considered an additional service and are not included in this Scope of Services



ATTACHMENT D PROJECT SCHEDULE

Preparation and adoption of the City of North Richland Hills Parks, Recreation and Open Space Master Plan is projected to occur over 14 months. The Project will begin from date of contract execution and will follow a flow of project tasks and benchmarks represented in the schedule in this exhibit. The schedule of services shown below is advisory; a final project schedule will be agreed upon by the Client and Halff during the execution of initial project tasks. All parties may agree to subsequent adjustments to the Project schedule.

Suspension, Delay, or Interruption of Work

Delays, suspensions and/or interruption of services by the Client entitle Halff to additional services to address cost escalation and impacts to the Project schedule. Halff will cease providing services after a Client delay, suspension or interruption until a written agreement is made between the Client and Halff to provide an equitable adjustment to the Project schedule and Halff's compensation.

Anticipated Schedule (subject to change)

	MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14
PHASES															
 Phase 1: Discover		■	■	■	■	■									
 Phase 2: Assess					■	■	■	■	■						
 Phase 3: Recommend								■	■	■	■	■			
 Phase 4: Implement												■	■	■	■