

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

**DEPARTMENT:** Capital Improvement  
**AGENDA DATE:** November 9, 2021  
**CONTACT PERSON/PHONE:** Sam Rodriguez, P.E., City Engineer, (915) 212-1845  
**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL: 6. Set the standard for sound governance and fiscal management**  
**SUBGOAL: 6.5. Deliver services timely and effectively with focus on continual improvement**

**SUBJECT:**

That the City Manager, or designee, be authorized to sign a two year On-Call Agreement for Professional Services to perform appraisal services on a task order basis between the by City of El Paso and each of the following five consultants:

1. CBRE, Inc.
2. Gayle-Reid Appraisal Services, Inc.
3. Lowery Property Advisors, LLC.
4. Ralph Sellers & Associates
5. Wilkinson, Pendergras & Associates LP.

Each On-Call Agreement will be for an amount not to exceed \$100,000. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement. Further, that the City Manager, or designee, is authorized to execute any amendments to the agreements provided such amendments do not increase the contract amounts. Further, that the City Manager, or designee, is authorized to exercise up to three options to extend the contracts for one year each option, each option increasing the contract amount by an additional \$50,000 for a total contract amount, including options, not to exceed \$250,000.

**BACKGROUND / DISCUSSION:**

This item's purpose is to establish on call agreements with appraisals services companies to improve efficiencies in procuring appraisals.

**PRIOR COUNCIL ACTION:**

NA

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?  YES  NO**

**PRIMARY DEPARTMENT:** Capital Improvement Department  
**SECONDARY DEPARTMENT:**

**AMOUNT AND SOURCE OF FUNDING:**

Rea; property transactions and leases

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

*Jerry DeMuro/for*

Sam Rodriguez, P.E., City Engineer

# RESOLUTION

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

That the City Manager, or designee, be authorized to sign a two year On-Call Agreement for Professional Services to perform appraisal services on a task order basis between the by City of El Paso and each of the following five consultants:

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**ADOPTED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **2021.**

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

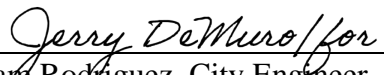
ATTEST:

\_\_\_\_\_  
Laura Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Omar De La Rosa  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Sam Rodriguez, City Engineer  
Capital Improvement Department

**CITY OF EL PASO A&E SELECTION SCORESHEET**

EVALUATION CRITERIA	SOLICITATION #2021-1448R ON CALL REAL ESTATE APPRAISAL SERVICES				
	CBRE VALUATION & ADVISORY SERVICES	GAYLE-REID APPRAISAL SERVICES	LOWERY PROPERTY ADVISORS	RALPH SELLERS & ASSOCIATES	WILKINSON, PENDERGRAS & BEARD
<b>Rater 1</b>	65	54	61	49	59
<b>Rater 2</b>	85	80	80	69	81
<b>Rater 3</b>	84	86	86	81	86
<b>Rater 4</b>	96	94	93	79	87
<b>Rater 5</b>	95	93	84	78	88
	425	407	404	356	401

**ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES  
(APPRAISAL SERVICES)**

This On-Call Agreement for Professional Services Appraisal Services (“**Agreement**”) is entered into this \_\_\_ day of \_\_\_\_\_2021 (“**Effective Date**”), and is between the **CITY OF EL PASO, TEXAS** (the “**City**”) and **CBRE, Inc.** (the “**Appraiser**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

**WHEREAS**, the Appraiser was selected on the basis of demonstrated competence and qualifications to perform the services described in this Agreement;

**WHEREAS**, the City intends to engage the Appraiser to perform appraisal services on a task order basis through the use of task orders referencing this Agreement, the scope of which is described in this Agreement;

**WHEREAS**, the services to be provided under this Agreement are necessary to comply with local, state and federal polices, regulations and procedures.

The parties agree as follows:

**SECTION 1. TERM.**

- A. The term of this Agreement is for a period not to exceed two years from the Effective Date. The services called for by each task order begin upon the issuance of a notice to proceed from the City Engineer and shall continue through the completion of the project as described in the task order. The Appraiser agrees that the City Manager or designee, for the City may extend the term of this Agreement by exercising up to three options of one year each option.

**SECTION 2. SUBJECT PROPERTY TO BE APPRAISED.**

- A. The Appraiser shall appraise the property identified in each task order pursuant to this Agreement.

**SECTION 3. PAYMENT**

- A. The City will pay the Appraiser an amount not to exceed \$100,000. No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement. The Appraiser will invoice the City following the completion

of each task order in accordance to the fee schedule attached to this Agreement as **Attachment “A”**. If the City exercises an option to extend the term as described in this Agreement above, then the maximum payment amount under this contract will be increased by \$50,000 for each option exercised by the City for a total amount, including all options, not to exceed \$250,000. The parties agree that the exercise of an option only increases the maximum contract amount and does not constitute a request for services from the Appraiser unless accompanied by a Task Order. The Appraiser will abide by the fees listed in **Attachment “A”** to this Agreement during any option periods exercised by the City.

#### **SECTION 4. SCOPE OF APPRAISER’S SERVICES.**

- A. The Appraiser will perform the services as provided by each Task Order issued by the City in writing (“**Task Order**”). The Appraiser will perform the services for the fees stipulated on the fee schedule attached to this Agreement as **Attachment “A”**. The Appraiser will not perform any services until the Appraiser has received a Task Order from the City. Notwithstanding anything to the contrary, the City will not owe the Appraiser any payments for any work that is performed without a Task Order.
  
- B. Unless otherwise provided in the Task Order, the Appraiser will perform the following services for all Task Order’s issued by the City:
  - 1. **APPRAISAL.** The Appraiser shall appraise the property identified in the task order and prepare and deliver one (1) draft appraisal report for on or before the date specified in the Task Order to the City Representative. For purposes of this Agreement, the “**City Representative**” is the City Engineer or designee. The City Representative will review the draft appraisal report in a timely manner. Within seven (7) City business days after the Appraiser receives the City Representative’s written comments, the Appraiser will deliver three (3) hard copies and an electronic file (a pdf and tiff file on one CD) of the appraisal report to the City. The City Representative may waive the requirement for hard copies and/or CD.
  
  - 2. **PROPERTY INSPECTION.** The Appraiser shall personally inspect the property identified in the Task Order, to include any buildings, structure improvements, fixtures and appurtenances, thereon or belonging thereto. If the Appraiser’s inspection or investigation discloses a sale of a portion of a property by an unrecorded contract of sale or otherwise, the Appraiser shall notify the City.
  
  - 3. **VALUATION DATA.** The Appraiser shall make such investigations, studies and property inspections as are appropriate to enable the Appraiser to derive sound conclusions and to prepare the appraisal report to be furnished under this Agreement,

including but not limited to, the three (3) most recent comparable sales which precede the appraisal, if any.

4. **PURPOSE AND SIGNIFICANCE OF APPRAISAL.** The appraisal to be furnished under each Task Order under this Agreement is required by the City for its guidance in setting fair and impartial determinations of market value. The Appraiser agrees to provide the City appraisal services that meet the definition of an appraisal as required by applicable federal, state and local laws, regulations, policies and procedures. The Appraiser shall be guided by those objectives when estimating values and when making investigations and studies and analyzing the property identified in the Task Order and the evidences of its value. Accordingly, the text of each appraisal report must cover all matters germane to the required valuation findings and must provide a full explanation of the Appraiser's reasoning and analyses of the evidences of value, so that a reviewer will be able to follow the Appraiser's analyses and understand how the Appraiser reached the valuation conclusions. If required, the City will contract separately for a review appraisal with another appraiser. The appraisal to be furnished under this Agreement is required by the City for its guidance in making an impartial determination of the market value of the Property. Because Federal funds are often involved in the City project for which the property is being appraised, unless instructed to the contrary in writing by the City, the Appraiser and the appraisal must meet the specific requirements under the URA and 24 CFR 24.103 in Title 49, unless the appraisal is a review appraisal in which event the appraiser must meet the specific requirements of 24 CFR 24.104.
5. **DATE OF VALUATION.** The Appraiser's valuation date shall be mutually agreed upon and identified in the Task Order issued by the City Representative.
6. **APPRAISER CERTIFICATION.** The Appraiser represents that the appraiser appraising the Property for the Appraiser, is state-certified as a "Certified General Appraiser" by the State of Texas, and will remain certified during the term of this Agreement and shall provide the City with proof of current certification. The Appraiser represents that it is a member of the Appraisal Institute and that the Appraiser currently employs a qualified expert witness. Further, the Appraiser represents and warrants that the Appraiser is familiar with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs at 42 USC Sec. 4601-4655 (the URA) as well as the Code of Federal Regulations (CFR) applying to the URA sections.

7. Appraiser will provide the services in two parts. First Appraiser will provide a Restricted Report & second a Full Report in accordance to the timelines set in the Task Order.
8. EXPERT WITNESS. If specifically requested by a Task Order, the Appraiser will provide expert witnesses services in any Eminent Domain proceeding or other judicial proceedings as directed by the Task Order.

## **SECTION 5. CONTENTS OF APPRAISAL REPORT.**

- A. The appraisal report to be furnished by the Appraiser under each Task Order in accordance with this Agreement shall contain the Appraiser's conclusions and opinions, together with the data and analyses by which they are derived, as set forth below. The appraisal report on the property described in each Task Order shall include a summary, legal and title matters affecting value, highest and best use analysis, and property valuation and appraisal analyses as more particularly described in this Section below followed by a report furnishing the Appraiser's opinions and conclusions on the date and analyses.
- B. APPRAISAL SUMMARY. Each appraisal under a Task Order shall include a summary sheet titled "Appraisal Report for the City of El Paso and its Agents," which may be a printed form, completed to provide the following:
  1. The Property Address.
  2. Date of report.
  3. Legal description of the Property.
  4. Date or dates of the Appraiser's inspection(s) of the Property.
  5. The Appraiser's estimate of the market value of the property identified in the Task Order based on the highest and best use. The Appraiser will estimate the market value of the property identified in the Task Order for the real estate interest specifically listed in the Task Order.
  6. The certifications of the Appraiser that: (i) it personally made a thorough inspection of the property identified in the Task Order; (ii) to the best of its knowledge and belief, everything contained in the report is true and no relevant or important fact has been omitted; (iii) neither its employment nor compensation is contingent on the valuation reported; and (iv) it has no past, present or prospective interest (including that of real estate agent or broker) in the property identified in the task order, the parties involved,



or any other interest that would conflict in any way with the services performed or the making of an impartial appraisal report;

7. A certification that, in the Appraiser's opinion, the market value of the property identified in the Task Order is an amount to be stated as of the date of valuation determined in accordance with the Task Order; and

8. The signature of the Appraiser.

C. **LEGAL AND TITLE MATTERS AFFECTING VALUE.** The appraisal report shall include a report of any official citations or personal observations by the Appraiser of any condition or occupancy of the Property in violation of law, and any other legal or title matters that the Appraiser is aware of affecting the available lawful uses or the value of the Property.

D. **HIGHEST AND BEST USE.** The appraisal report shall include the Appraiser's opinion as to the highest and best use for the property identified in the task order.

E. **PROPERTY VALUATION AND APPRAISAL ANALYSES.** The appraisal report shall utilize basic appraisal principles and standards of professional practice to set forth the market value of the property identified in the Task Order. The appraisal report shall contain a description of the reasoning process used by the Appraiser in reaching a conclusion as to value and all data and analyses needed to explain and support the valuation, including:

1. Such maps, plans, photographs or other exhibits, as necessary, to explain or illustrate the analyses of the Appraiser; and

2. The Appraiser's evaluation of the indications of value deduced from its separate analyses of the various evidences of value and an explanation of how it reached its final conclusion as to the market value of the property identified in the task order.

## **SECTION 6. ITEMS TO BE PROVIDED BY CITY.**

A. The City agrees to furnish the Appraiser with the following:

1. **PROPERTY MAP.** Each Task Order will have a map or plat, based on official records, of the Property showing the boundaries and dimensions of the property to be appraised.

2. **OWNERSHIP DATA.** The name and, if known or shown of record, the address of the ostensible owner as it appears of record and the legal description of the property in the

Task Order as shown by the conveyance or conveyances or other instrument by which the record owner acquired title.

3. LEGAL ADVICE. Advice, upon request of the Appraiser, on legal matters affecting the appraisal of the owner's interest in the property described in the Task Order.

## **SECTION 7. REPRESENTATIONS AND AGREEMENTS OF APPRAISER.**

- A. As an inducement to the execution of the Agreement by the City and in consideration of the agreements to be performed by the City, the Appraiser represents and agrees that:
  1. SOLICITATION OR PROCUREMENT OF AGREEMENT. The Appraiser has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee or other compensation in connection with the procurement of this Agreement.
  2. INTEREST OF APPRAISER AND APPRAISER'S EMPLOYEES. The Appraiser does not have any interest, including that of real estate agent or broker, direct or indirect, present or prospective, in the properties described in each Task Order or in the sale thereof, or any other interest, whether or not in connection with said property, which would conflict in any manner or degree with the performance of the services and the submission of any reports, and has not employed and will not employ, in connection with the services to be furnished hereunder, any person having any such interest; and, until such property identified in a Task Order is acquired by the City or excluded from its project by a determination of its governing body, the Appraiser and any employees of the Appraiser, so long as they are employed by the Appraiser, will not acquire any such interests and will not, for their own account or for other than the City, negotiate for any of said property, perform services in connection with said property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to such property.
  3. SERVICES TO BE CONFIDENTIAL. All services, including reports, opinions and information to be furnished under this Agreement, are confidential and the Appraiser shall not divulge, in whole or in part, to any person other than to the duly authorized representatives of the City without the prior written approval of the City, except by testimony under oath in a judicial proceeding or as otherwise required by law. The Appraiser shall take all necessary steps to ensure that no member of its staff or organization divulges any information concerning such appraisal or services except as provided above. The Appraiser agrees, that the City may, at the City's discretion,

release to the public any appraisals provided by the Appraiser without the Appraiser's consent.

4. **FACILITIES AND PERSONNEL.** The Appraiser has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed hereunder. If the Appraiser proposes to employ any person or persons to make any appraisals of machinery and equipment or other specialized elements or attributes of the property identified in the Task Order, the employment of such person or persons for such purpose shall not place the City under any obligation to such employee, nor relieve the Appraiser of full responsibility for the faithful performance of the services to be furnished hereunder.

- B. The representations and warranties made by the Appraiser under this Section will extend to the work done under each Task Order issued by the City under this Agreement.

#### **SECTION 8. INTEREST OF OFFICIALS OF CITY.**

No official of the City shall participate in any decision relative to this Agreement affecting, directly or indirectly, any personal interests. No such officer, agent or employee of the City having any responsibility or function in connection with this Agreement shall have any private interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **SECTION 9. CHANGES.**

The City, at any time, by written notice to the Appraiser, may modify the scope or quantity of the services to be furnished under each Task Order issued under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Appraiser or in the time required for its performance, equitable adjustment shall be made in the provisions of the Task Order (and this Agreement if necessary) for payments to the Appraiser, in accordance to the Attached Fee Schedule or for the time for performance of the services, or for both.

#### **SECTION 10. TERMINATION.**

- A. **TERMINATION FOR FAILURE TO FULFILL.** If, through any cause, the Appraiser shall fail to fulfill in a timely and proper manner all obligations under this Agreement or a Task Order, or if the Appraiser shall violate any of the covenants or agreements thereof, the City may, upon written notice to the Appraiser, terminate the right of the Appraiser to proceed under this Agreement or with such part or parts thereof as to which there has been default, and may hold the Appraiser liable for any damage caused to the City by reason of such default and termination. In the event of such termination, any completed reports prepared by the Appraiser under this Agreement shall, at the option of the City, become its property

and the Appraiser shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Appraiser, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Appraiser, and the City may withhold any payments from the Appraiser for the purpose of setoff until such time as the amount of damages due the City from the Appraiser is determined. The Appraiser shall not be held liable for damages under this Section solely for reasons of delay if the delay is due to causes beyond the control and without the fault or negligence of the Appraiser, but this shall not prevent the City from terminating this Agreement because of such delay.

- B. **TERMINATION BY EITHER PARTY.** It is mutually understood and agreed by the City and the Appraiser that either party may terminate this Agreement or any issued Task Order, in whole or in part for any or no reason, upon **5 consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Appraiser shall cease the performance of services under this Agreement. Upon such termination, the Appraiser shall provide one final invoice for all services completed prior to the notice of termination. The City shall compensate the Appraiser in accordance with this Agreement; however, the City may withhold any payment to the Appraiser that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Appraiser from the City is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments. The City will be entitled to exercise ownership over any documents or services for which the City paid the Appraiser.

## **SECTION 11. INSURANCE.**

- A. Appraiser will obtain and maintain for the term of this Agreement the following insurance policies as provided below:
1. **Worker's Compensation Insurance as may be required by law.**
  2. **Commercial Liability Insurance to cover the work performed under this Agreement from claims for damages to personal injury, including accidental death, as well as from claims for property damages, whether such operations be by the Appraiser or by anyone directly or indirectly employed by the Appraiser. The minimum amounts for liability coverages must be as follows:**

a. **COMMERCIAL GENERAL LIABILITY**

\$1,000,000.00 Per Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

\$1,000,000.00 Personal and Advertising Injury

**Personal Injury or Death & Property Damage**

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

b. **AUTOMOBILE LIABILITY**

**Combined Single Limit**

\$1,000,000.00 per accident

3. Professional Liability Insurance in the minimum amount of \$1,000,000 on a claims made basis.
4. Additional Insured. The Appraiser will add the City to all insurance policies (except Worker's Compensation and Professional Liability Insurance) as an additional insured.
5. The Appraiser will furnish the City with certificates of insurance and endorsements showing the types of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing insurance coverages, and name of agent/broker. If requested by the City's Risk Manager, the Appraiser will provide copies of the insurance policy in order to allow the City to verify that the insurance policies provide coverage as required under this Agreement.
6. All policies will provide an endorsement that provides that the insurance policy cannot be canceled or the amount of coverage changed without thirty calendar days prior written notice to the City or ten calendar days prior written notice for non-payment of insurance policy premiums.

**SECTION 12. INDEMNIFICATION.**

- A. TO THE EXTENT ALLOWED BY LAW, THE APPRAISER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND THE CITY'S OFFICERS AND EMPLOYEES AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES OF PROPERTY DAMAGE, INJURY, OR DEATH ARISING OUT OF ANY SERVICES PERFORMED BY THE APPRAISER UNDER THIS AGREEMENT, PROVIDED THAT THE APPRAISER WILL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE CITY OR THE CITY'S EMPLOYEES.**

**SECTION 13. GENERAL PROVISIONS.**

- A. NON-EXCLUSIVE AGREEMENT.** This Agreement is non exclusive. The City is entitled to enter into appraisal services agreements at any time with other appraisers in



221 N. Kansas, St 2100  
El Paso, TX 79901

- F. **CONFIDENTIALITY.** The Appraiser acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- G. **GOVERNING LAW.** This Agreement is governed by Texas law.
- H. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- I. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- J. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- K. **GOVERNMENTAL FUNCTIONS.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- L. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Appraiser will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- M. **AUDITING RECORDS FOR THE SPECIFIC PROJECT.** The Appraiser will allow the City to inspect and copy all records pertaining to the Work provided in this Agreement.
- N. **RECORDS.** The Appraiser will maintain records of all details with respect to the services to be performed hereunder, including one complete copy of each report, for three (3) years after delivering such report, or until the Property is conveyed, or its conveyance is abandoned by the City, whichever is later.
- O. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot,

civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

- P. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and the Appraiser, and the Appraiser's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- Q. **THIRD-PARTY BENEFICIARIES.** There are no third party beneficiaries for this Agreement.
- R. **PROVISIONS SURVIVING THIS AGREEMENT.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- S. **REPRESENTATIONS AND WARRANTIES.** The Appraiser warrants to the City that the Appraiser has all required licenses, permits, and expertise to perform the Work of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- T. **TEXAS GOVERNMENT CODE.** In accordance with Chapter 2274 of the Texas Government Code, as amended from time to time, the Appraiser represents and warrants to the City the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- U. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.
- V. **NON-DISCRIMINATION COVENANT.** The Appraiser, for itself, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:
1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the preparation of this appraisal report.



2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.
3. That the Appraiser shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. The Appraiser shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.
4. That, in the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

W. **AFFIRMATIVE ACTION.** The Appraiser assures that no person shall, on the grounds of race, color, sex, or national origin, be excluded from participating in or receiving the services or benefits of any program of activity covered by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments, or otherwise applicable to persons leasing premises from the City of El Paso. The Appraiser assures that it will require that its covered sub-organizations provide assurances to City, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations to the same effect.


**IN WITNESS WHEREOF**, the City and the Appraiser have approved of this Agreement to be effective as of the date first written above.

[signatures begin on the following page]

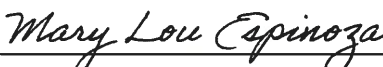
**CITY OF EL PASO**

\_\_\_\_\_  
Tomas Gonzalez, City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Omar De La Rosa  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Mary Lou Espinoza, Real Estate  
Capital Improvement Department

**STATE OF TEXAS            )**

**COUNTY OF EL PASO        )**

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, City Manager, City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission expires: \_\_\_\_\_

APPRAISER:

*P Chastine*

Name: Preston Chastine

Title: Senior Appraiser

STATE OF TEXAS )

COUNTY OF EL PASO )

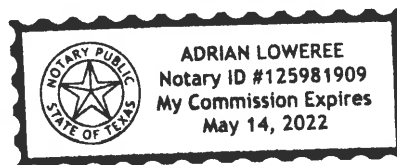
This instrument was acknowledged before me on the 22<sup>nd</sup> day of October, 2021, by Preston, Chastine on behalf of CBRE Inc..

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of October, 2021.

*Adrian Loweree*

Notary Public in and for the State of Texas

My Commission expires: May 14, 2022



**Attachment "A"**  
**Fee Schedule**

Appraisal Fee ranges from \$1,800 to \$6,000 per appraisal depending on complexity.

Expert Testimony fee: \$250 per hour

Consultation Fee: \$250 per hour





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/19/2021

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 OF 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 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> Aon Risk Services of the Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No. Ext):</b> (866) 283-7122	<b>PHONE (A/C, NO.):</b> (800) 363-0105
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURED</b> CBRE Group, Inc., and Subsidiaries 2100 McKinney Avenue, Suite 1250 Dallas, TX 75201	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A:	Zurich American Insurance Company
	INSURER B:	ACE Property & Casualty Insurance Co.
	INSURER C:	American Zurich Insurance Company
	INSURER D:	Factory Mutual Insurance Company
	INSURER E:	
	INSURER F:	
		<b>NAIC #</b>

### COVERAGES

THIS IS TO CERTIFY THAT 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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GLO838419919	3/1/2021	3/1/2022	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$5,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> _____ <input type="checkbox"/> _____						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000			G27952501006	3/1/2021	3/1/2022	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC914173615	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH - ER
C				WC838419522			E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	BUSINESS PERSONAL PROP & TENANT IMPROVEMENTS			1077900	3/1/2021	3/1/2022	All Risk Form, \$10,000 Deductible, Replacement Cost	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is an Additional Insured on the Commercial General Liability policy when agreed to in a written agreement with the Insured.

### CERTIFICATE HOLDER

### CANCELLATION

_____ _____ _____	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  <i>Aon Risk Services Northeast, Inc.</i>





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/30/2020

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> Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 8003630105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> CBRE Group, Inc. and Subsidiaries 400 S Hope Street Los Angeles CA 90071 USA	<b>INSURER A:</b> American International Group UK Ltd      AA1120187	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570084756044      **REVISION NUMBER:**

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.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
	<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						<input type="checkbox"/> Y/N <input type="checkbox"/> N/A PER STATUTE    OTH-ER
A	E&O-PL-Primary			PSDEF2000558 Errors & Omissions SIR applies per policy terms & conditions	11/01/2020	11/01/2021	Per Claim/Aggregate SIR      \$10,000,000 \$20,000,000

Certificate No : 570084756044

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
CBRE Group, Inc. and Subsidiaries 400 S. Hope Street Los Angeles CA 90071 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Northeast, Inc.</i>



**ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES  
(APPRAISAL SERVICES)**

This On-Call Agreement for Professional Services Appraisal Services (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (“**Effective Date**”), and is between the **CITY OF EL PASO, TEXAS** (the “**City**”) and **Lowery Property Advisors, LLC**. (the “**Appraiser**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

**WHEREAS**, the Appraiser was selected on the basis of demonstrated competence and qualifications to perform the services described in this Agreement;

**WHEREAS**, the City intends to engage the Appraiser to perform appraisal services on a task order basis through the use of task orders referencing this Agreement, the scope of which is described in this Agreement;

**WHEREAS**, the services to be provided under this Agreement are necessary to comply with local, state and federal polices, regulations and procedures.

The parties agree as follows:

**SECTION 1. TERM.**

- A. The term of this Agreement is for a period not to exceed two years from the Effective Date. The services called for by each task order begin upon the issuance of a notice to proceed from the City Engineer and shall continue through the completion of the project as described in the task order. The Appraiser agrees that the City Manager or designee, for the City may extend the term of this Agreement by exercising up to three options of one years each option.

**SECTION 2. SUBJECT PROPERTY TO BE APPRAISED.**

- A. The Appraiser shall appraise the property identified in each task order pursuant to this Agreement.

**SECTION 3. PAYMENT**

- A. The City will pay the Appraiser an amount not to exceed \$100,000. No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere



execution of this Agreement. The Appraiser will invoice the City following the completion of each task order in accordance to the fee schedule attached to this Agreement as **Attachment “A”**. If the City exercises an option to extend the term as described in this Agreement above, then the maximum payment amount under this contract will be increased by \$50,000 for each option exercised by the City for a total amount, including all options, not to exceed \$250,000. The parties agree that the exercise of an option only increases the maximum contract amount and does not constitute a request for services from the Appraiser unless accompanied by a Task Order. The Appraiser will abide by the fees listed in Attachment “A” to this Agreement during any option periods exercised by the City.

#### **SECTION 4. SCOPE OF APPRAISER’S SERVICES.**

- A. The Appraiser will perform the services as provided by each Task Order issued by the City in writing (“**Task Order**”). The Appraiser will perform the services for the fees stipulated on the fee schedule attached to this Agreement as Attachment “A”. The Appraiser will not perform any services until the Appraiser has received a Task Order from the City. Notwithstanding anything to the contrary, the City will not owe the Appraiser any payments for any work that is performed without a Task Order.
- B. Unless otherwise provided in the Task Order, the Appraiser will perform the following services for all Task Order’s issued by the City:
  1. **APPRAISAL.** The Appraiser shall appraise the property identified in the task order and prepare and deliver one (1) draft appraisal report for on or before the date specified in the Task Order to the City Representative. For purposes of this Agreement, the “**City Representative**” is the City Engineer or designee. The City Representative will review the draft appraisal report in a timely manner. Within seven (7) City business days after the Appraiser receives the City Representative’s written comments, the Appraiser will deliver three (3) hard copies and an electronic file (a pdf and tiff file on one CD) of the appraisal report to the City. The City Representative may waive the requirement for hard copies and/or CD.
  2. **PROPERTY INSPECTION.** The Appraiser shall personally inspect the property identified in the Task Order, to include any buildings, structure improvements, fixtures and appurtenances, thereon or belonging thereto. If the Appraiser’s inspection or investigation discloses a sale of a portion of a property by an unrecorded contract of sale or otherwise, the Appraiser shall notify the City.
  3. **VALUATION DATA.** The Appraiser shall make such investigations, studies and property inspections as are appropriate to enable the Appraiser to derive sound

conclusions and to prepare the appraisal report to be furnished under this Agreement, including but not limited to, the three (3) most recent comparable sales which precede the appraisal, if any.

4. **PURPOSE AND SIGNIFICANCE OF APPRAISAL.** The appraisal to be furnished under each Task Order under this Agreement is required by the City for its guidance in setting fair and impartial determinations of market value. The Appraiser agrees to provide the City appraisal services that meet the definition of an appraisal as required by applicable federal, state and local laws, regulations, policies and procedures. The Appraiser shall be guided by those objectives when estimating values and when making investigations and studies and analyzing the property identified in the Task Order and the evidences of its value. Accordingly, the text of each appraisal report must cover all matters germane to the required valuation findings and must provide a full explanation of the Appraiser's reasoning and analyses of the evidences of value, so that a reviewer will be able to follow the Appraiser's analyses and understand how the Appraiser reached the valuation conclusions. If required, the City will contract separately for a review appraisal with another appraiser. The appraisal to be furnished under this Agreement is required by the City for its guidance in making an impartial determination of the market value of the Property. Because Federal funds are often involved in the City project for which the property is being appraised, unless instructed to the contrary in writing by the City, the Appraiser and the appraisal must meet the specific requirements under the URA and 24 CFR 24.103 in Title 49, unless the appraisal is a review appraisal in which event the appraiser must meet the specific requirements of 24 CFR 24.104.
5. **DATE OF VALUATION.** The Appraiser's valuation date shall be mutually agreed upon and identified in the Task Order issued by the City Representative.
6. **APPRAISER CERTIFICATION.** The Appraiser represents that the appraiser appraising the Property for the Appraiser, is state-certified as a "Certified General Appraiser" by the State of Texas, and will remain certified during the term of this Agreement and shall provide the City with proof of current certification. The Appraiser represents that it is a member of the Appraisal Institute and that the Appraiser currently employs a qualified expert witness. Further, the Appraiser represents and warrants that the Appraiser is familiar with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs at 42 USC Sec. 4601-4655 (the URA) as well as the Code of Federal Regulations (CFR) applying to the URA sections.

7. Appraiser will provide the services in two parts. First Appraiser will provide a Restricted Report & second a Full Report in accordance to the timelines set in the Task Order.
8. EXPERT WITNESS. If specifically requested by a Task Order, the Appraiser will provide expert witnesses services in any Eminent Domain proceeding or other judicial proceedings as directed by the Task Order.

## **SECTION 5. CONTENTS OF APPRAISAL REPORT.**

- A. The appraisal report to be furnished by the Appraiser under each Task Order in accordance with this Agreement shall contain the Appraiser's conclusions and opinions, together with the data and analyses by which they are derived, as set forth below. The appraisal report on the property described in each Task Order shall include a summary, legal and title matters affecting value, highest and best use analysis, and property valuation and appraisal analyses as more particularly described in this Section below followed by a report furnishing the Appraiser's opinions and conclusions on the date and analyses.
- B. APPRAISAL SUMMARY. Each appraisal under a Task Order shall include a summary sheet titled "Appraisal Report for the City of El Paso and its Agents," which may be a printed form, completed to provide the following:
  1. The Property Address.
  2. Date of report.
  3. Legal description of the Property.
  4. Date or dates of the Appraiser's inspection(s) of the Property.
  5. The Appraiser's estimate of the market value of the property identified in the Task Order based on the highest and best use. The Appraiser will estimate the market value of the property identified in the Task Order for the real estate interest specifically listed in the Task Order.
  6. The certifications of the Appraiser that: (i) it personally made a thorough inspection of the property identified in the Task Order; (ii) to the best of its knowledge and belief, everything contained in the report is true and no relevant or important fact has been omitted; (iii) neither its employment nor compensation is contingent on the valuation reported; and (iv) it has no past, present or prospective interest (including that of real estate agent or broker) in the property identified in the task order, the parties involved,

or any other interest that would conflict in any way with the services performed or the making of an impartial appraisal report;

7. A certification that, in the Appraiser's opinion, the market value of the property identified in the Task Order is an amount to be stated as of the date of valuation determined in accordance with the Task Order; and

8. The signature of the Appraiser.

C. **LEGAL AND TITLE MATTERS AFFECTING VALUE.** The appraisal report shall include a report of any official citations or personal observations by the Appraiser of any condition or occupancy of the Property in violation of law, and any other legal or title matters that the Appraiser is aware of affecting the available lawful uses or the value of the Property.

D. **HIGHEST AND BEST USE.** The appraisal report shall include the Appraiser's opinion as to the highest and best use for the property identified in the task order.

E. **PROPERTY VALUATION AND APPRAISAL ANALYSES.** The appraisal report shall utilize basic appraisal principles and standards of professional practice to set forth the market value of the property identified in the Task Order. The appraisal report shall contain a description of the reasoning process used by the Appraiser in reaching a conclusion as to value and all data and analyses needed to explain and support the valuation, including:

1. Such maps, plans, photographs or other exhibits, as necessary, to explain or illustrate the analyses of the Appraiser; and

2. The Appraiser's evaluation of the indications of value deduced from its separate analyses of the various evidences of value and an explanation of how it reached its final conclusion as to the market value of the property identified in the task order.

## **SECTION 6. ITEMS TO BE PROVIDED BY CITY.**

A. The City agrees to furnish the Appraiser with the following:

1. **PROPERTY MAP.** Each Task Order will have a map or plat, based on official records, of the Property showing the boundaries and dimensions of the property to be appraised.

2. **OWNERSHIP DATA.** The name and, if known or shown of record, the address of the ostensible owner as it appears of record and the legal description of the property in the

Task Order as shown by the conveyance or conveyances or other instrument by which the record owner acquired title.

3. **LEGAL ADVICE.** Advice, upon request of the Appraiser, on legal matters affecting the appraisal of the owner's interest in the property described in the Task Order.

## **SECTION 7. REPRESENTATIONS AND AGREEMENTS OF APPRAISER.**

A. As an inducement to the execution of the Agreement by the City and in consideration of the agreements to be performed by the City, the Appraiser represents and agrees that:

1. **SOLICITATION OR PROCUREMENT OF AGREEMENT.** The Appraiser has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee or other compensation in connection with the procurement of this Agreement.
2. **INTEREST OF APPRAISER AND APPRAISER'S EMPLOYEES.** The Appraiser does not have any interest, including that of real estate agent or broker, direct or indirect, present or prospective, in the properties described in each Task Order or in the sale thereof, or any other interest, whether or not in connection with said property, which would conflict in any manner or degree with the performance of the services and the submission of any reports, and has not employed and will not employ, in connection with the services to be furnished hereunder, any person having any such interest; and, until such property identified in a Task Order is acquired by the City or excluded from its project by a determination of its governing body, the Appraiser and any employees of the Appraiser, so long as they are employed by the Appraiser, will not acquire any such interests and will not, for their own account or for other than the City, negotiate for any of said property, perform services in connection with said property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to such property.
3. **SERVICES TO BE CONFIDENTIAL.** All services, including reports, opinions and information to be furnished under this Agreement, are confidential and the Appraiser shall not divulge, in whole or in part, to any person other than to the duly authorized representatives of the City without the prior written approval of the City, except by testimony under oath in a judicial proceeding or as otherwise required by law. The Appraiser shall take all necessary steps to ensure that no member of its staff or organization divulges any information concerning such appraisal or services except as provided above. The Appraiser agrees, that the City may, at the City's discretion,

release to the public any appraisals provided by the Appraiser without the Appraiser's consent.

4. **FACILITIES AND PERSONNEL.** The Appraiser has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed hereunder. If the Appraiser proposes to employ any person or persons to make any appraisals of machinery and equipment or other specialized elements or attributes of the property identified in the Task Order, the employment of such person or persons for such purpose shall not place the City under any obligation to such employee, nor relieve the Appraiser of full responsibility for the faithful performance of the services to be furnished hereunder.

- B. The representations and warranties made by the Appraiser under this Section will extend to the work done under each Task Order issued by the City under this Agreement.

## **SECTION 8. INTEREST OF OFFICIALS OF CITY.**

No official of the City shall participate in any decision relative to this Agreement affecting, directly or indirectly, any personal interests. No such officer, agent or employee of the City having any responsibility or function in connection with this Agreement shall have any private interest, direct or indirect, in this Agreement or the proceeds thereof.

## **SECTION 9. CHANGES.**

The City, at any time, by written notice to the Appraiser, may modify the scope or quantity of the services to be furnished under each Task Order issued under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Appraiser or in the time required for its performance, equitable adjustment shall be made in the provisions of the Task Order (and this Agreement if necessary) for payments to the Appraiser, in accordance to the Attached Fee Schedule or for the time for performance of the services, or for both.

## **SECTION 10. TERMINATION.**

- A. **TERMINATION FOR FAILURE TO FULFILL.** If, through any cause, the Appraiser shall fail to fulfill in a timely and proper manner all obligations under this Agreement or a Task Order, or if the Appraiser shall violate any of the covenants or agreements thereof, the City may, upon written notice to the Appraiser, terminate the right of the Appraiser to proceed under this Agreement or with such part or parts thereof as to which there has been default, and may hold the Appraiser liable for any damage caused to the City by reason of such default and termination. In the event of such termination, any completed reports prepared by the Appraiser under this Agreement shall, at the option of the City, become its property

and the Appraiser shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Appraiser, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Appraiser, and the City may withhold any payments from the Appraiser for the purpose of setoff until such time as the amount of damages due the City from the Appraiser is determined. The Appraiser shall not be held liable for damages under this Section solely for reasons of delay if the delay is due to causes beyond the control and without the fault or negligence of the Appraiser, but this shall not prevent the City from terminating this Agreement because of such delay.

B. **TERMINATION BY EITHER PARTY.** It is mutually understood and agreed by the City and the Appraiser that either party may terminate this Agreement or any issued Task Order, in whole or in part for any or no reason, upon **5 consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Appraiser shall cease the performance of services under this Agreement. Upon such termination, the Appraiser shall provide one final invoice for all services completed prior to the notice of termination. The City shall compensate the Appraiser in accordance with this Agreement; however, the City may withhold any payment to the Appraiser that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Appraiser from the City is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments. The City will be entitled to exercise ownership over any documents or services for which the City paid the Appraiser.

## **SECTION 11. INSURANCE.**

A. Appraiser will obtain and maintain for the term of this Agreement the following insurance policies as provided below:

1. Worker's Compensation Insurance as may be required by law.
2. Commercial Liability Insurance to cover the work performed under this Agreement from claims for damages to personal injury, including accidental death, as well as from claims for property damages, whether such operations be by the Appraiser or by anyone directly or indirectly employed by the Appraiser. The minimum amounts for liability coverages must be as follows:

a. **COMMERCIAL GENERAL LIABILITY**

\$1,000,000.00 Per Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

\$1,000,000.00 Personal and Advertising Injury

**Personal Injury or Death & Property Damage**

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

b. **AUTOMOBILE LIABILITY**

**Combined Single Limit**

\$1,000,000.00 per accident

3. Professional Liability Insurance in the minimum amount of \$1,000,000 on a claims made basis.
4. Additional Insured. The Appraiser will add the City to all insurance policies (except Worker's Compensation and Professional Liability Insurance) as an additional insured.
5. The Appraiser will furnish the City with certificates of insurance and endorsements showing the types of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing insurance coverages, and name of agent/broker. If requested by the City's Risk Manager, the Appraiser will provide copies of the insurance policy in order to allow the City to verify that the insurance policies provide coverage as required under this Agreement.
6. All policies will provide an endorsement that provides that the insurance policy cannot be canceled or the amount of coverage changed without thirty calendar days prior written notice to the City or ten calendar days prior written notice for non-payment of insurance policy premiums.

**SECTION 12. INDEMNIFICATION.**

**A. TO THE EXTENT ALLOWED BY LAW, THE APPRAISER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND THE CITY'S OFFICERS AND EMPLOYEES AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES OF PROPERTY DAMAGE, INJURY, OR DEATH ARISING OUT OF ANY SERVICES PERFORMED BY THE APPRAISER UNDER THIS AGREEMENT, PROVIDED THAT THE APPRAISER WILL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE CITY OR THE CITY'S EMPLOYEES.**

**SECTION 13. GENERAL PROVISIONS.**

A. NON-EXCLUSIVE AGREEMENT. This Agreement is non exclusive. The City is entitled to enter into appraisal services agreements at any time with other appraisers in





- F. **CONFIDENTIALITY.** The Appraiser acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- G. **GOVERNING LAW.** This Agreement is governed by Texas law.
- H. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- I. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- J. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- K. **GOVERNMENTAL FUNCTIONS.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- L. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Appraiser will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- M. **AUDITING RECORDS FOR THE SPECIFIC PROJECT.** The Appraiser will allow the City to inspect and copy all records pertaining to the Work provided in this Agreement.
- N. **RECORDS.** The Appraiser will maintain records of all details with respect to the services to be performed hereunder, including one complete copy of each report, for three (3) years after delivering such report, or until the Property is conveyed, or its conveyance is abandoned by the City, whichever is later.
- O. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot,

civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

- P. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and the Appraiser, and the Appraiser's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- Q. **THIRD-PARTY BENEFICIARIES.** There are no third party beneficiaries for this Agreement.
- R. **PROVISIONS SURVIVING THIS AGREEMENT.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- S. **REPRESENTATIONS AND WARRANTIES.** The Appraiser warrants to the City that the Appraiser has all required licenses, permits, and expertise to perform the Work of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- T. **TEXAS GOVERNMENT CODE.** In accordance with Chapter 2274 of the Texas Government Code, as amended from time to time, the Appraiser represents and warrants to the City the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- U. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.
- V. **NON-DISCRIMINATION COVENANT.** The Appraiser, for itself, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:
1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the preparation of this appraisal report.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.
3. That the Appraiser shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. The Appraiser shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.
4. That, in the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

W. **AFFIRMATIVE ACTION.** The Appraiser assures that no person shall, on the grounds of race, color, sex, or national origin, be excluded from participating in or receiving the services or benefits of any program of activity covered by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments, or otherwise applicable to persons leasing premises from the City of El Paso. The Appraiser assures that it will require that its covered sub-organizations provide assurances to City, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations to the same effect.

**IN WITNESS WHEREOF**, the City and the Appraiser have approved of this Agreement to be effective as of the date first written above.

[Signature pages begin on the following page]

**CITY OF EL PASO**

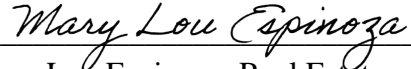
\_\_\_\_\_  
Tomas Gonzalez, City Manager

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Omar De La Rosa  
Assistant City Attorney

**APPROVED AS TO CONTENT:**



\_\_\_\_\_  
Mary Lou Espinoza, Real Estate  
Capital Improvement Department

**STATE OF TEXAS            )**

**COUNTY OF EL PASO    )**

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, City Manager, City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
**My Commission expires:** \_\_\_\_\_

APPRAISER:

Mark Lowery  
Name: Mark Lowery  
Title: CEO

STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument was acknowledged before me on the 20<sup>th</sup> day of October, 2021, by Lowery, Mark on behalf of Lowery Property Advisors, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20<sup>th</sup> day of October, 20  .



Eleni Thoms  
Notary Public in and for the State of Texas  
My Commission expires: 03/19/2024

**Attachment “A”  
Fee Schedule**

Appraisal Fee ranges from \$1,500 to \$10,000 depending on complexity.

Expert Testimony Fee: \$175 per hour

Consultation Fee: \$175 per hour



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/05/2021

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> Doug Jones (Oasis) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 627-4735		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> workcomp@oasispeo.com		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
INSURER A : American Zurich Insurance Company			40142
<b>INSURED</b> Staff One, Inc. a division of Oasis Outsourcing, Inc dba: Staff One, LLC 12750 Merit Drive Suite 910 Dallas, TX 75251			
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

### COVERAGES

CERTIFICATE NUMBER: 21FL875952215

REVISION NUMBER:

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.

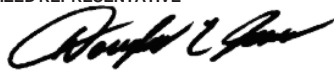
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<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	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N <input type="checkbox"/> A	WC 10-30-935-04	06/01/2021	06/01/2022	<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
				<b>Location Coverage Period:</b>	06/01/2021	06/01/2022	<b>Client#</b> 91458-1

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

Coverage is provided for only those co-employees of, but not subcontractors to:  
 Alt. Emp: LOWERY PROPERTY ADVISORS LLC  
 105 DECKER COURT STE 1000  
 IRVING, TX 75062  
 On Call Appraisals Project 22.769.09A

### CERTIFICATE HOLDER

### CANCELLATION

City of El Paso 1100 North Stanton El Paso, TX 79902	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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/29/2021

**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>   Insureon (BIN Insurance Holdings LLC.) 30 N. LaSalle, 25th Floor, Chicago, IL 60602	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (800) 688-1984      FAX (A/C, No): 877-826-9067 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A :    Scottsdale Insurance Company      41297 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
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**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

**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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors and Omissions)			EK13380093	6/26/2021	6/26/2022	Occurrence/Aggregate \$1,000,000 / \$2,000,000

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

<b>CERTIFICATE HOLDER</b>  City of El Paso 218 North Campbell Street, 2nd Floor El Paso, TX 79901	<b>CANCELLATION</b>  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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**ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES  
(APPRAISAL SERVICES)**

This On-Call Agreement for Professional Services Appraisal Services (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (“**Effective Date**”), and is between the **CITY OF EL PASO, TEXAS** (the “**City**”) and **Ralph Sellers & Associates** (the “**Appraiser**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

**WHEREAS**, the Appraiser was selected on the basis of demonstrated competence and qualifications to perform the services described in this Agreement;

**WHEREAS**, the City intends to engage the Appraiser to perform appraisal services on a task order basis through the use of task orders referencing this Agreement, the scope of which is described in this Agreement;

**WHEREAS**, the services to be provided under this Agreement are necessary to comply with local, state and federal polices, regulations and procedures.

The parties agree as follows:

**SECTION 1. TERM.**

- A. The term of this Agreement is for a period not to exceed two years from the Effective Date. The services called for by each task order begin upon the issuance of a notice to proceed from the City Engineer and shall continue through the completion of the project as described in the task order. The Appraiser agrees that the City Manager or designee, for the City may extend the term of this Agreement by exercising up to three options of one year each option.

**SECTION 2. SUBJECT PROPERTY TO BE APPRAISED.**

- A. The Appraiser shall appraise the property identified in each task order pursuant to this Agreement.

**SECTION 3. PAYMENT**

- A. The City will pay the Appraiser an amount not to exceed \$100,000. No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere

execution of this Agreement. The Appraiser will invoice the City following the completion of each task order in accordance to the fee schedule attached to this Agreement as **Attachment “A”**. If the City exercises an option to extend the term as described in this Agreement above, then the maximum payment amount under this contract will be increased by \$50,000 for each option exercised by the City for a total amount, including all options, not to exceed \$250,000. The parties agree that the exercise of an option only increases the maximum contract amount and does not constitute a request for services from the Appraiser unless accompanied by a Task Order. The Appraiser will abide by the fees listed in Attachment “A” to this Agreement during any option periods exercised by the City.

#### **SECTION 4. SCOPE OF APPRAISER’S SERVICES.**

- A. The Appraiser will perform the services as provided by each Task Order issued by the City in writing (“**Task Order**”). The Appraiser will perform the services for the fees stipulated on the fee schedule attached to this Agreement as Attachment “A”. The Appraiser will not perform any services until the Appraiser has received a Task Order from the City. Notwithstanding anything to the contrary, the City will not owe the Appraiser any payments for any work that is performed without a Task Order.
- B. Unless otherwise provided in the Task Order, the Appraiser will perform the following services for all Task Order’s issued by the City:
  1. **APPRAISAL.** The Appraiser shall appraise the property identified in the task order and prepare and deliver one (1) draft appraisal report for on or before the date specified in the Task Order to the City Representative. For purposes of this Agreement, the “**City Representative**” is the City Engineer or designee. The City Representative will review the draft appraisal report in a timely manner. Within seven (7) City business days after the Appraiser receives the City Representative’s written comments, the Appraiser will deliver three (3) hard copies and an electronic file (a pdf and tiff file on one CD) of the appraisal report to the City. The City Representative may waive the requirement for hard copies and/or CD.
  2. **PROPERTY INSPECTION.** The Appraiser shall personally inspect the property identified in the Task Order, to include any buildings, structure improvements, fixtures and appurtenances, thereon or belonging thereto. If the Appraiser’s inspection or investigation discloses a sale of a portion of a property by an unrecorded contract of sale or otherwise, the Appraiser shall notify the City.
  3. **VALUATION DATA.** The Appraiser shall make such investigations, studies and property inspections as are appropriate to enable the Appraiser to derive sound

conclusions and to prepare the appraisal report to be furnished under this Agreement, including but not limited to, the three (3) most recent comparable sales which precede the appraisal, if any.

4. **PURPOSE AND SIGNIFICANCE OF APPRAISAL.** The appraisal to be furnished under each Task Order under this Agreement is required by the City for its guidance in setting fair and impartial determinations of market value. The Appraiser agrees to provide the City appraisal services that meet the definition of an appraisal as required by applicable federal, state and local laws, regulations, policies and procedures. The Appraiser shall be guided by those objectives when estimating values and when making investigations and studies and analyzing the property identified in the Task Order and the evidences of its value. Accordingly, the text of each appraisal report must cover all matters germane to the required valuation findings and must provide a full explanation of the Appraiser's reasoning and analyses of the evidences of value, so that a reviewer will be able to follow the Appraiser's analyses and understand how the Appraiser reached the valuation conclusions. If required, the City will contract separately for a review appraisal with another appraiser. The appraisal to be furnished under this Agreement is required by the City for its guidance in making an impartial determination of the market value of the Property. Because Federal funds are often involved in the City project for which the property is being appraised, unless instructed to the contrary in writing by the City, the Appraiser and the appraisal must meet the specific requirements under the URA and 24 CFR 24.103 in Title 49, unless the appraisal is a review appraisal in which event the appraiser must meet the specific requirements of 24 CFR 24.104.
5. **DATE OF VALUATION.** The Appraiser's valuation date shall be mutually agreed upon and identified in the Task Order issued by the City Representative.
6. **APPRAISER CERTIFICATION.** The Appraiser represents that the appraiser appraising the Property for the Appraiser, is state-certified as a "Certified General Appraiser" by the State of Texas, and will remain certified during the term of this Agreement and shall provide the City with proof of current certification. The Appraiser represents that it is a member of the Appraisal Institute and that the Appraiser currently employs a qualified expert witness. Further, the Appraiser represents and warrants that the Appraiser is familiar with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs at 42 USC Sec. 4601-4655 (the URA) as well as the Code of Federal Regulations (CFR) applying to the URA sections.

7. Appraiser will provide the services in two parts. First Appraiser will provide a Restricted Report & second a Full Report in accordance to the timelines set in the Task Order.
8. EXPERT WITNESS. If specifically requested by a Task Order, the Appraiser will provide expert witnesses services in any Eminent Domain proceeding or other judicial proceedings as directed by the Task Order.

## **SECTION 5. CONTENTS OF APPRAISAL REPORT.**

- A. The appraisal report to be furnished by the Appraiser under each Task Order in accordance with this Agreement shall contain the Appraiser's conclusions and opinions, together with the data and analyses by which they are derived, as set forth below. The appraisal report on the property described in each Task Order shall include a summary, legal and title matters affecting value, highest and best use analysis, and property valuation and appraisal analyses as more particularly described in this Section below followed by a report furnishing the Appraiser's opinions and conclusions on the date and analyses.
- B. APPRAISAL SUMMARY. Each appraisal under a Task Order shall include a summary sheet titled "Appraisal Report for the City of El Paso and its Agents," which may be a printed form, completed to provide the following:
  1. The Property Address.
  2. Date of report.
  3. Legal description of the Property.
  4. Date or dates of the Appraiser's inspection(s) of the Property.
  5. The Appraiser's estimate of the market value of the property identified in the Task Order based on the highest and best use. The Appraiser will estimate the market value of the property identified in the Task Order for the real estate interest specifically listed in the Task Order.
  6. The certifications of the Appraiser that: (i) it personally made a thorough inspection of the property identified in the Task Order; (ii) to the best of its knowledge and belief, everything contained in the report is true and no relevant or important fact has been omitted; (iii) neither its employment nor compensation is contingent on the valuation reported; and (iv) it has no past, present or prospective interest (including that of real estate agent or broker) in the property identified in the task order, the parties involved,

or any other interest that would conflict in any way with the services performed or the making of an impartial appraisal report;

7. A certification that, in the Appraiser's opinion, the market value of the property identified in the Task Order is an amount to be stated as of the date of valuation determined in accordance with the Task Order; and

8. The signature of the Appraiser.

C. **LEGAL AND TITLE MATTERS AFFECTING VALUE.** The appraisal report shall include a report of any official citations or personal observations by the Appraiser of any condition or occupancy of the Property in violation of law, and any other legal or title matters that the Appraiser is aware of affecting the available lawful uses or the value of the Property.

D. **HIGHEST AND BEST USE.** The appraisal report shall include the Appraiser's opinion as to the highest and best use for the property identified in the task order.

E. **PROPERTY VALUATION AND APPRAISAL ANALYSES.** The appraisal report shall utilize basic appraisal principles and standards of professional practice to set forth the market value of the property identified in the Task Order. The appraisal report shall contain a description of the reasoning process used by the Appraiser in reaching a conclusion as to value and all data and analyses needed to explain and support the valuation, including:

1. Such maps, plans, photographs or other exhibits, as necessary, to explain or illustrate the analyses of the Appraiser; and

2. The Appraiser's evaluation of the indications of value deduced from its separate analyses of the various evidences of value and an explanation of how it reached its final conclusion as to the market value of the property identified in the task order.

## **SECTION 6. ITEMS TO BE PROVIDED BY CITY.**

A. The City agrees to furnish the Appraiser with the following:

1. **PROPERTY MAP.** Each Task Order will have a map or plat, based on official records, of the Property showing the boundaries and dimensions of the property to be appraised.

2. **OWNERSHIP DATA.** The name and, if known or shown of record, the address of the ostensible owner as it appears of record and the legal description of the property in the

Task Order as shown by the conveyance or conveyances or other instrument by which the record owner acquired title.

3. **LEGAL ADVICE.** Advice, upon request of the Appraiser, on legal matters affecting the appraisal of the owner's interest in the property described in the Task Order.

## **SECTION 7. REPRESENTATIONS AND AGREEMENTS OF APPRAISER.**

A. As an inducement to the execution of the Agreement by the City and in consideration of the agreements to be performed by the City, the Appraiser represents and agrees that:

1. **SOLICITATION OR PROCUREMENT OF AGREEMENT.** The Appraiser has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee or other compensation in connection with the procurement of this Agreement.
2. **INTEREST OF APPRAISER AND APPRAISER'S EMPLOYEES.** The Appraiser does not have any interest, including that of real estate agent or broker, direct or indirect, present or prospective, in the properties described in each Task Order or in the sale thereof, or any other interest, whether or not in connection with said property, which would conflict in any manner or degree with the performance of the services and the submission of any reports, and has not employed and will not employ, in connection with the services to be furnished hereunder, any person having any such interest; and, until such property identified in a Task Order is acquired by the City or excluded from its project by a determination of its governing body, the Appraiser and any employees of the Appraiser, so long as they are employed by the Appraiser, will not acquire any such interests and will not, for their own account or for other than the City, negotiate for any of said property, perform services in connection with said property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to such property.
3. **SERVICES TO BE CONFIDENTIAL.** All services, including reports, opinions and information to be furnished under this Agreement, are confidential and the Appraiser shall not divulge, in whole or in part, to any person other than to the duly authorized representatives of the City without the prior written approval of the City, except by testimony under oath in a judicial proceeding or as otherwise required by law. The Appraiser shall take all necessary steps to ensure that no member of its staff or organization divulges any information concerning such appraisal or services except as provided above. The Appraiser agrees, that the City may, at the City's discretion,



release to the public any appraisals provided by the Appraiser without the Appraiser's consent.

4. **FACILITIES AND PERSONNEL.** The Appraiser has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed hereunder. If the Appraiser proposes to employ any person or persons to make any appraisals of machinery and equipment or other specialized elements or attributes of the property identified in the Task Order, the employment of such person or persons for such purpose shall not place the City under any obligation to such employee, nor relieve the Appraiser of full responsibility for the faithful performance of the services to be furnished hereunder.

- B. The representations and warranties made by the Appraiser under this Section will extend to the work done under each Task Order issued by the City under this Agreement.

## **SECTION 8. INTEREST OF OFFICIALS OF CITY.**

No official of the City shall participate in any decision relative to this Agreement affecting, directly or indirectly, any personal interests. No such officer, agent or employee of the City having any responsibility or function in connection with this Agreement shall have any private interest, direct or indirect, in this Agreement or the proceeds thereof.

## **SECTION 9. CHANGES.**

The City, at any time, by written notice to the Appraiser, may modify the scope or quantity of the services to be furnished under each Task Order issued under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Appraiser or in the time required for its performance, equitable adjustment shall be made in the provisions of the Task Order (and this Agreement if necessary) for payments to the Appraiser, in accordance to the Attached Fee Schedule or for the time for performance of the services, or for both.

## **SECTION 10. TERMINATION.**

- A. **TERMINATION FOR FAILURE TO FULFILL.** If, through any cause, the Appraiser shall fail to fulfill in a timely and proper manner all obligations under this Agreement or a Task Order, or if the Appraiser shall violate any of the covenants or agreements thereof, the City may, upon written notice to the Appraiser, terminate the right of the Appraiser to proceed under this Agreement or with such part or parts thereof as to which there has been default, and may hold the Appraiser liable for any damage caused to the City by reason of such default and termination. In the event of such termination, any completed reports prepared by the Appraiser under this Agreement shall, at the option of the City, become its property

and the Appraiser shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Appraiser, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Appraiser, and the City may withhold any payments from the Appraiser for the purpose of setoff until such time as the amount of damages due the City from the Appraiser is determined. The Appraiser shall not be held liable for damages under this Section solely for reasons of delay if the delay is due to causes beyond the control and without the fault or negligence of the Appraiser, but this shall not prevent the City from terminating this Agreement because of such delay.

B. **TERMINATION BY EITHER PARTY.** It is mutually understood and agreed by the City and the Appraiser that either party may terminate this Agreement or any issued Task Order, in whole or in part for any or no reason, upon **5 consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Appraiser shall cease the performance of services under this Agreement. Upon such termination, the Appraiser shall provide one final invoice for all services completed prior to the notice of termination. The City shall compensate the Appraiser in accordance with this Agreement; however, the City may withhold any payment to the Appraiser that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Appraiser from the City is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments. The City will be entitled to exercise ownership over any documents or services for which the City paid the Appraiser.

## **SECTION 11. INSURANCE.**

A. Appraiser will obtain and maintain for the term of this Agreement the following insurance policies as provided below:

1. Worker's Compensation Insurance as may be required by law.
2. Commercial Liability Insurance to cover the work performed under this Agreement from claims for damages to personal injury, including accidental death, as well as from claims for property damages, whether such operations be by the Appraiser or by anyone directly or indirectly employed by the Appraiser. The minimum amounts for liability coverages must be as follows:

a. **COMMERCIAL GENERAL LIABILITY**

\$1,000,000.00 Per Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

\$1,000,000.00 Personal and Advertising Injury

**Personal Injury or Death & Property Damage**

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

b. **AUTOMOBILE LIABILITY**

**Combined Single Limit**

\$1,000,000.00 per accident

3. Professional Liability Insurance in the minimum amount of \$1,000,000 on a claims made basis.
4. Additional Insured. The Appraiser will add the City to all insurance policies (except Worker's Compensation and Professional Liability Insurance) as an additional insured.
5. The Appraiser will furnish the City with certificates of insurance and endorsements showing the types of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing insurance coverages, and name of agent/broker. If requested by the City's Risk Manager, the Appraiser will provide copies of the insurance policy in order to allow the City to verify that the insurance policies provide coverage as required under this Agreement.
6. All policies will provide an endorsement that provides that the insurance policy cannot be canceled or the amount of coverage changed without thirty calendar days prior written notice to the City or ten calendar days prior written notice for non-payment of insurance policy premiums.

**SECTION 12. INDEMNIFICATION.**

**A. TO THE EXTENT ALLOWED BY LAW, THE APPRAISER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND THE CITY'S OFFICERS AND EMPLOYEES AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES OF PROPERTY DAMAGE, INJURY, OR DEATH ARISING OUT OF ANY SERVICES PERFORMED BY THE APPRAISER UNDER THIS AGREEMENT, PROVIDED THAT THE APPRAISER WILL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE CITY OR THE CITY'S EMPLOYEES.**

**SECTION 13. GENERAL PROVISIONS.**

A. NON-EXCLUSIVE AGREEMENT. This Agreement is non exclusive. The City is entitled to enter into appraisal services agreements at any time with other appraisers in



8020A Artcraft Road  
El Paso, TX 79932

- F. **CONFIDENTIALITY.** The Appraiser acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- G. **GOVERNING LAW.** This Agreement is governed by Texas law.
- H. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- I. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- J. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- K. **GOVERNMENTAL FUNCTIONS.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- L. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Appraiser will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- M. **AUDITING RECORDS FOR THE SPECIFIC PROJECT.** The Appraiser will allow the City to inspect and copy all records pertaining to the Work provided in this Agreement.
- N. **RECORDS.** The Appraiser will maintain records of all details with respect to the services to be performed hereunder, including one complete copy of each report, for three (3) years after delivering such report, or until the Property is conveyed, or its conveyance is abandoned by the City, whichever is later.
- O. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot,

- civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- P. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and the Appraiser, and the Appraiser's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- Q. **THIRD-PARTY BENEFICIARIES.** There are no third party beneficiaries for this Agreement.
- R. **PROVISIONS SURVIVING THIS AGREEMENT.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- S. **REPRESENTATIONS AND WARRANTIES.** The Appraiser warrants to the City that the Appraiser has all required licenses, permits, and expertise to perform the Work of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- T. **TEXAS GOVERNMENT CODE.** In accordance with Chapter 2274 of the Texas Government Code, as amended from time to time, the Appraiser represents and warrants to the City the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- U. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.
- V. **NON-DISCRIMINATION COVENANT.** The Appraiser, for itself, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:
1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the preparation of this appraisal report.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.
3. That the Appraiser shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. The Appraiser shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.
4. That, in the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

W. **AFFIRMATIVE ACTION.** The Appraiser assures that no person shall, on the grounds of race, color, sex, or national origin, be excluded from participating in or receiving the services or benefits of any program of activity covered by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments, or otherwise applicable to persons leasing premises from the City of El Paso. The Appraiser assures that it will require that its covered sub-organizations provide assurances to City, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations to the same effect.

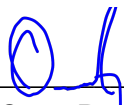
**IN WITNESS WHEREOF**, the City and the Appraiser have approved of this Agreement to be effective as of the date first written above.

[Signatures begin on the next page]

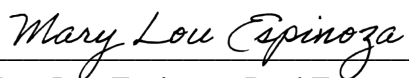
**CITY OF EL PASO**

\_\_\_\_\_  
Tomas Gonzalez, City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Omar De La Rosa  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Mary Lou Espinoza, Real Estate  
Capital Improvement Department

**STATE OF TEXAS**            )

**COUNTY OF EL PASO**    )

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, City Manager, City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission expires: \_\_\_\_\_



APPRAISER:

*Bj Seller*

Name: *Beverly Sellers*

Title: *Sole Proprietor*

STATE OF TEXAS )

COUNTY OF EL PASO )

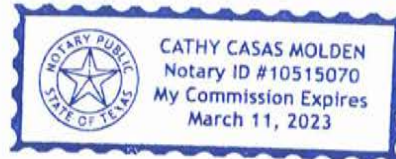
This instrument was acknowledged before me on the 20 day of October, 2021, by Beverly Sellers, Sole Proprietor on behalf of **Ralph Sellers & Associates**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of October, 2021.

*Cathy Casas Molden*

Notary Public in and for the State of Texas

My Commission expires: 03-11-2023



**Attachment “A”  
Fee Schedule**

Consulting services: \$300 per hour  
Court preparation and testimony: \$300 per hour



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Ralph Sellers & Associates

Endorsement Effective Date: 10/06/2021

SCHEDULE

Name Of Person(s) Or Organization(s):

CITY OF EI PASO

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date: 10/06/2021

Endorsement Expiration Date:

Policy No: BUA 6025199520

Policy Effective Date: 04/29/2021

Endorsement No: 22; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL  
60606



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/06/2021

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> Leavitt Group Southwest, Inc PO Drawer V 1740 Calle de Mercado, Suite E Mesilla NM 88046	<b>CONTACT NAME:</b> Marcy Manzanaras <b>PHONE (A/C, No, Ext):</b> (575) 521-1200 <b>E-MAIL ADDRESS:</b> marcy-manzanaras@leavitt.com	<b>FAX (A/C, No):</b> (866) 741-6088
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Ralph Sellers & Associates 8020 Aircraft Rd., STE -A El Paso TX 79932	<b>INSURER A:</b> Continental Casualty Co NAIC # 20443	
	<b>INSURER B:</b> National Fire Ins of Hartford 20476	
	<b>INSURER C:</b> American Cas Co of Reading, PA 20427	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES** CERTIFICATE NUMBER: 21/22 Master Certificate REVISION NUMBER:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	B4030655062	04/29/2021	04/29/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	BUA6025199520	04/29/2021	04/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Broad Form \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		B4030661136	04/29/2021	04/29/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC431161587	11/10/2020	11/10/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project Name: Solicitation #2021-1448R

<b>CERTIFICATE HOLDER</b> City of El Paso 2 Civic Center Plaza El Paso TX 79901	<b>CANCELLATION</b> 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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**ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES  
(APPRAISAL SERVICES)**

This On-Call Agreement for Professional Services Appraisal Services (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (“**Effective Date**”), and is between the **CITY OF EL PASO, TEXAS** (the “**City**”) and **Wilkinson, Pendergras & Associates LP** (the “**Appraiser**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

**WHEREAS**, the Appraiser was selected on the basis of demonstrated competence and qualifications to perform the services described in this Agreement;

**WHEREAS**, the City intends to engage the Appraiser to perform appraisal services on a task order basis through the use of task orders referencing this Agreement, the scope of which is described in this Agreement;

**WHEREAS**, the services to be provided under this Agreement are necessary to comply with local, state and federal polices, regulations and procedures.

The parties agree as follows:

**SECTION 1. TERM.**

- A. The term of this Agreement is for a period not to exceed two years from the Effective Date. The services called for by each task order begin upon the issuance of a notice to proceed from the City Engineer and shall continue through the completion of the project as described in the task order. The Appraiser agrees that the City Manager or designee, for the City may extend the term of this Agreement by exercising up to three options of one year each option.

**SECTION 2. SUBJECT PROPERTY TO BE APPRAISED.**

- A. The Appraiser shall appraise the property identified in each task order pursuant to this Agreement.

**SECTION 3. PAYMENT**

- A. The City will pay the Appraiser an amount not to exceed \$100,000. No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere

execution of this Agreement. The Appraiser will invoice the City following the completion of each task order in accordance to the fee schedule attached to this Agreement as **Attachment “A”**. If the City exercises an option to extend the term as described in this Agreement above, then the maximum payment amount under this contract will be increased by \$50,000 for each option exercised by the City for a total amount, including all options, not to exceed \$250,000. The parties agree that the exercise of an option only increases the maximum contract amount and does not constitute a request for services from the Appraiser unless accompanied by a Task Order. The Appraiser will abide by the fees listed in Attachment “A” to this Agreement during any option periods exercised by the City.

#### **SECTION 4. SCOPE OF APPRAISER’S SERVICES.**

- A. The Appraiser will perform the services as provided by each Task Order issued by the City in writing (“**Task Order**”). The Appraiser will perform the services for the fees stipulated on the fee schedule attached to this Agreement as Attachment “A”. The Appraiser will not perform any services until the Appraiser has received a Task Order from the City. Notwithstanding anything to the contrary, the City will not owe the Appraiser any payments for any work that is performed without a Task Order.
- B. Unless otherwise provided in the Task Order, the Appraiser will perform the following services for all Task Order’s issued by the City:
  1. **APPRAISAL.** The Appraiser shall appraise the property identified in the task order and prepare and deliver one (1) draft appraisal report for on or before the date specified in the Task Order to the City Representative. For purposes of this Agreement, the “**City Representative**” is the City Engineer or designee. The City Representative will review the draft appraisal report in a timely manner. Within seven (7) City business days after the Appraiser receives the City Representative’s written comments, the Appraiser will deliver three (3) hard copies and an electronic file (a pdf and tiff file on one CD) of the appraisal report to the City. The City Representative may waive the requirement for hard copies and/or CD.
  2. **PROPERTY INSPECTION.** The Appraiser shall personally inspect the property identified in the Task Order, to include any buildings, structure improvements, fixtures and appurtenances, thereon or belonging thereto. If the Appraiser’s inspection or investigation discloses a sale of a portion of a property by an unrecorded contract of sale or otherwise, the Appraiser shall notify the City.
  3. **VALUATION DATA.** The Appraiser shall make such investigations, studies and property inspections as are appropriate to enable the Appraiser to derive sound

conclusions and to prepare the appraisal report to be furnished under this Agreement, including but not limited to, the three (3) most recent comparable sales which precede the appraisal, if any.

4. **PURPOSE AND SIGNIFICANCE OF APPRAISAL.** The appraisal to be furnished under each Task Order under this Agreement is required by the City for its guidance in setting fair and impartial determinations of market value. The Appraiser agrees to provide the City appraisal services that meet the definition of an appraisal as required by applicable federal, state and local laws, regulations, policies and procedures. The Appraiser shall be guided by those objectives when estimating values and when making investigations and studies and analyzing the property identified in the Task Order and the evidences of its value. Accordingly, the text of each appraisal report must cover all matters germane to the required valuation findings and must provide a full explanation of the Appraiser's reasoning and analyses of the evidences of value, so that a reviewer will be able to follow the Appraiser's analyses and understand how the Appraiser reached the valuation conclusions. If required, the City will contract separately for a review appraisal with another appraiser. The appraisal to be furnished under this Agreement is required by the City for its guidance in making an impartial determination of the market value of the Property. Because Federal funds are often involved in the City project for which the property is being appraised, unless instructed to the contrary in writing by the City, the Appraiser and the appraisal must meet the specific requirements under the URA and 24 CFR 24.103 in Title 49, unless the appraisal is a review appraisal in which event the appraiser must meet the specific requirements of 24 CFR 24.104.
5. **DATE OF VALUATION.** The Appraiser's valuation date shall be mutually agreed upon and identified in the Task Order issued by the City Representative.
6. **APPRAISER CERTIFICATION.** The Appraiser represents that the appraiser appraising the Property for the Appraiser, is state-certified as a "Certified General Appraiser" by the State of Texas, and will remain certified during the term of this Agreement and shall provide the City with proof of current certification. The Appraiser represents that it is a member of the Appraisal Institute and that the Appraiser currently employs a qualified expert witness. Further, the Appraiser represents and warrants that the Appraiser is familiar with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs at 42 USC Sec. 4601-4655 (the URA) as well as the Code of Federal Regulations (CFR) applying to the URA sections.

7. Appraiser will provide the services in two parts. First Appraiser will provide a Restricted Report & second a Full Report in accordance to the timelines set in the Task Order.
8. EXPERT WITNESS. If specifically requested by a Task Order, the Appraiser will provide expert witnesses services in any Eminent Domain proceeding or other judicial proceedings as directed by the Task Order.

## **SECTION 5. CONTENTS OF APPRAISAL REPORT.**

- A. The appraisal report to be furnished by the Appraiser under each Task Order in accordance with this Agreement shall contain the Appraiser's conclusions and opinions, together with the data and analyses by which they are derived, as set forth below. The appraisal report on the property described in each Task Order shall include a summary, legal and title matters affecting value, highest and best use analysis, and property valuation and appraisal analyses as more particularly described in this Section below followed by a report furnishing the Appraiser's opinions and conclusions on the date and analyses.
- B. APPRAISAL SUMMARY. Each appraisal under a Task Order shall include a summary sheet titled "Appraisal Report for the City of El Paso and its Agents," which may be a printed form, completed to provide the following:
  1. The Property Address.
  2. Date of report.
  3. Legal description of the Property.
  4. Date or dates of the Appraiser's inspection(s) of the Property.
  5. The Appraiser's estimate of the market value of the property identified in the Task Order based on the highest and best use. The Appraiser will estimate the market value of the property identified in the Task Order for the real estate interest specifically listed in the Task Order.
  6. The certifications of the Appraiser that: (i) it personally made a thorough inspection of the property identified in the Task Order; (ii) to the best of its knowledge and belief, everything contained in the report is true and no relevant or important fact has been omitted; (iii) neither its employment nor compensation is contingent on the valuation reported; and (iv) it has no past, present or prospective interest (including that of real estate agent or broker) in the property identified in the task order, the parties involved,



or any other interest that would conflict in any way with the services performed or the making of an impartial appraisal report;

7. A certification that, in the Appraiser's opinion, the market value of the property identified in the Task Order is an amount to be stated as of the date of valuation determined in accordance with the Task Order; and

8. The signature of the Appraiser.

C. **LEGAL AND TITLE MATTERS AFFECTING VALUE.** The appraisal report shall include a report of any official citations or personal observations by the Appraiser of any condition or occupancy of the Property in violation of law, and any other legal or title matters that the Appraiser is aware of affecting the available lawful uses or the value of the Property.

D. **HIGHEST AND BEST USE.** The appraisal report shall include the Appraiser's opinion as to the highest and best use for the property identified in the task order.

E. **PROPERTY VALUATION AND APPRAISAL ANALYSES.** The appraisal report shall utilize basic appraisal principles and standards of professional practice to set forth the market value of the property identified in the Task Order. The appraisal report shall contain a description of the reasoning process used by the Appraiser in reaching a conclusion as to value and all data and analyses needed to explain and support the valuation, including:

1. Such maps, plans, photographs or other exhibits, as necessary, to explain or illustrate the analyses of the Appraiser; and

2. The Appraiser's evaluation of the indications of value deduced from its separate analyses of the various evidences of value and an explanation of how it reached its final conclusion as to the market value of the property identified in the task order.

## **SECTION 6. ITEMS TO BE PROVIDED BY CITY.**

A. The City agrees to furnish the Appraiser with the following:

1. **PROPERTY MAP.** Each Task Order will have a map or plat, based on official records, of the Property showing the boundaries and dimensions of the property to be appraised.

2. **OWNERSHIP DATA.** The name and, if known or shown of record, the address of the ostensible owner as it appears of record and the legal description of the property in the

Task Order as shown by the conveyance or conveyances or other instrument by which the record owner acquired title.

3. LEGAL ADVICE. Advice, upon request of the Appraiser, on legal matters affecting the appraisal of the owner's interest in the property described in the Task Order.

## **SECTION 7. REPRESENTATIONS AND AGREEMENTS OF APPRAISER.**

A. As an inducement to the execution of the Agreement by the City and in consideration of the agreements to be performed by the City, the Appraiser represents and agrees that:

1. SOLICITATION OR PROCUREMENT OF AGREEMENT. The Appraiser has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee or other compensation in connection with the procurement of this Agreement.
2. INTEREST OF APPRAISER AND APPRAISER'S EMPLOYEES. The Appraiser does not have any interest, including that of real estate agent or broker, direct or indirect, present or prospective, in the properties described in each Task Order or in the sale thereof, or any other interest, whether or not in connection with said property, which would conflict in any manner or degree with the performance of the services and the submission of any reports, and has not employed and will not employ, in connection with the services to be furnished hereunder, any person having any such interest; and, until such property identified in a Task Order is acquired by the City or excluded from its project by a determination of its governing body, the Appraiser and any employees of the Appraiser, so long as they are employed by the Appraiser, will not acquire any such interests and will not, for their own account or for other than the City, negotiate for any of said property, perform services in connection with said property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to such property.
3. SERVICES TO BE CONFIDENTIAL. All services, including reports, opinions and information to be furnished under this Agreement, are confidential and the Appraiser shall not divulge, in whole or in part, to any person other than to the duly authorized representatives of the City without the prior written approval of the City, except by testimony under oath in a judicial proceeding or as otherwise required by law. The Appraiser shall take all necessary steps to ensure that no member of its staff or organization divulges any information concerning such appraisal or services except as provided above. The Appraiser agrees, that the City may, at the City's discretion,

release to the public any appraisals provided by the Appraiser without the Appraiser's consent.

4. **FACILITIES AND PERSONNEL.** The Appraiser has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed hereunder. If the Appraiser proposes to employ any person or persons to make any appraisals of machinery and equipment or other specialized elements or attributes of the property identified in the Task Order, the employment of such person or persons for such purpose shall not place the City under any obligation to such employee, nor relieve the Appraiser of full responsibility for the faithful performance of the services to be furnished hereunder.

- B. The representations and warranties made by the Appraiser under this Section will extend to the work done under each Task Order issued by the City under this Agreement.

## **SECTION 8. INTEREST OF OFFICIALS OF CITY.**

No official of the City shall participate in any decision relative to this Agreement affecting, directly or indirectly, any personal interests. No such officer, agent or employee of the City having any responsibility or function in connection with this Agreement shall have any private interest, direct or indirect, in this Agreement or the proceeds thereof.

## **SECTION 9. CHANGES.**

The City, at any time, by written notice to the Appraiser, may modify the scope or quantity of the services to be furnished under each Task Order issued under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Appraiser or in the time required for its performance, equitable adjustment shall be made in the provisions of the Task Order (and this Agreement if necessary) for payments to the Appraiser, in accordance to the Attached Fee Schedule or for the time for performance of the services, or for both.

## **SECTION 10. TERMINATION.**

- A. **TERMINATION FOR FAILURE TO FULFILL.** If, through any cause, the Appraiser shall fail to fulfill in a timely and proper manner all obligations under this Agreement or a Task Order, or if the Appraiser shall violate any of the covenants or agreements thereof, the City may, upon written notice to the Appraiser, terminate the right of the Appraiser to proceed under this Agreement or with such part or parts thereof as to which there has been default, and may hold the Appraiser liable for any damage caused to the City by reason of such default and termination. In the event of such termination, any completed reports prepared by the Appraiser under this Agreement shall, at the option of the City, become its property

and the Appraiser shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Appraiser, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Appraiser, and the City may withhold any payments from the Appraiser for the purpose of setoff until such time as the amount of damages due the City from the Appraiser is determined. The Appraiser shall not be held liable for damages under this Section solely for reasons of delay if the delay is due to causes beyond the control and without the fault or negligence of the Appraiser, but this shall not prevent the City from terminating this Agreement because of such delay.

B. **TERMINATION BY EITHER PARTY.** It is mutually understood and agreed by the City and the Appraiser that either party may terminate this Agreement or any issued Task Order, in whole or in part for any or no reason, upon **5 consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Appraiser shall cease the performance of services under this Agreement. Upon such termination, the Appraiser shall provide one final invoice for all services completed prior to the notice of termination. The City shall compensate the Appraiser in accordance with this Agreement; however, the City may withhold any payment to the Appraiser that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Appraiser from the City is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments. The City will be entitled to exercise ownership over any documents or services for which the City paid the Appraiser.

## **SECTION 11. INSURANCE.**

A. Appraiser will obtain and maintain for the term of this Agreement the following insurance policies as provided below:

1. Worker's Compensation Insurance as may be required by law.
2. Commercial Liability Insurance to cover the work performed under this Agreement from claims for damages to personal injury, including accidental death, as well as from claims for property damages, whether such operations be by the Appraiser or by anyone directly or indirectly employed by the Appraiser. The minimum amounts for liability coverages must be as follows:

a. **COMMERCIAL GENERAL LIABILITY**

\$1,000,000.00 Per Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

\$1,000,000.00 Personal and Advertising Injury

**Personal Injury or Death & Property Damage**

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

b. **AUTOMOBILE LIABILITY**

**Combined Single Limit**

\$1,000,000.00 per accident

3. Professional Liability Insurance in the minimum amount of \$1,000,000 on a claims made basis.
4. Additional Insured. The Appraiser will add the City to all insurance policies (except Worker's Compensation and Professional Liability Insurance) as an additional insured.
5. The Appraiser will furnish the City with certificates of insurance and endorsements showing the types of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing insurance coverages, and name of agent/broker. If requested by the City's Risk Manager, the Appraiser will provide copies of the insurance policy in order to allow the City to verify that the insurance policies provide coverage as required under this Agreement.
6. All policies will provide an endorsement that provides that the insurance policy cannot be canceled or the amount of coverage changed without thirty calendar days prior written notice to the City or ten calendar days prior written notice for non-payment of insurance policy premiums.

**SECTION 12. INDEMNIFICATION.**

**A. TO THE EXTENT ALLOWED BY LAW, THE APPRAISER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND THE CITY'S OFFICERS AND EMPLOYEES AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES OF PROPERTY DAMAGE, INJURY, OR DEATH ARISING OUT OF ANY SERVICES PERFORMED BY THE APPRAISER UNDER THIS AGREEMENT, PROVIDED THAT THE APPRAISER WILL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE CITY OR THE CITY'S EMPLOYEES.**

**SECTION 13. GENERAL PROVISIONS.**

A. NON-EXCLUSIVE AGREEMENT. This Agreement is non exclusive. The City is entitled to enter into appraisal services agreements at any time with other appraisers in



PO Box 13501  
El Paso, TX 79913

- F. **CONFIDENTIALITY.** The Appraiser acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- G. **GOVERNING LAW.** This Agreement is governed by Texas law.
- H. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- I. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- J. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- K. **GOVERNMENTAL FUNCTIONS.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- L. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Appraiser will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- M. **AUDITING RECORDS FOR THE SPECIFIC PROJECT.** The Appraiser will allow the City to inspect and copy all records pertaining to the Work provided in this Agreement.
- N. **RECORDS.** The Appraiser will maintain records of all details with respect to the services to be performed hereunder, including one complete copy of each report, for three (3) years after delivering such report, or until the Property is conveyed, or its conveyance is abandoned by the City, whichever is later.
- O. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot,

civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

- P. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and the Appraiser, and the Appraiser's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- Q. **THIRD-PARTY BENEFICIARIES.** There are no third party beneficiaries for this Agreement.
- R. **PROVISIONS SURVIVING THIS AGREEMENT.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- S. **REPRESENTATIONS AND WARRANTIES.** The Appraiser warrants to the City that the Appraiser has all required licenses, permits, and expertise to perform the Work of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- T. **TEXAS GOVERNMENT CODE.** In accordance with Chapter 2274 of the Texas Government Code, as amended from time to time, the Appraiser represents and warrants to the City the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- U. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.
- V. **NON-DISCRIMINATION COVENANT.** The Appraiser, for itself, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:
1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the preparation of this appraisal report.



2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.
3. That the Appraiser shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. The Appraiser shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.
4. That, in the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

W. **AFFIRMATIVE ACTION.** The Appraiser assures that no person shall, on the grounds of race, color, sex, or national origin, be excluded from participating in or receiving the services or benefits of any program of activity covered by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments, or otherwise applicable to persons leasing premises from the City of El Paso. The Appraiser assures that it will require that its covered sub-organizations provide assurances to City, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations to the same effect.

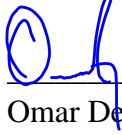
**IN WITNESS WHEREOF**, the City and the Appraiser have approved of this Agreement to be effective as of the date first written above.

[Signatures begin on the following page]

**CITY OF EL PASO**

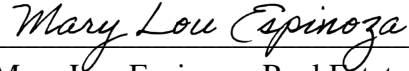
\_\_\_\_\_  
Tomas Gonzalez, City Manager

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Omar De La Rosa  
Assistant City Attorney

**APPROVED AS TO CONTENT:**



\_\_\_\_\_  
Mary Lou Espinoza, Real Estate  
Capital Improvement Department

**STATE OF TEXAS            )**

**COUNTY OF EL PASO        )**

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, City Manager, City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
**My Commission expires:** \_\_\_\_\_

**APPRAISER:**



Name: Genevieve Pendergras  
Title: Appraiser / Partner

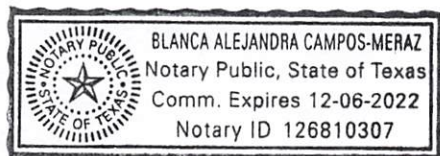
STATE OF TEXAS            )

COUNTY OF EL PASO    )

This instrument was acknowledged before me on the 20 day of October, 2021, by Genevieve Pendergras on behalf of **Wilkinson, Pendergras & Associates LP.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of October, 2021.

Blanca Alejandra Campos  
Notary Public in and for the State of Texas  
My Commission expires: 12-06-2022



**Attachment “A”  
Fee Schedule**

Appraisal Fee: \$800 to \$5,000 per appraisal depending on the complexity of the project.

Consultation Fee: \$500 to \$3,000 per consultation depending on complexity and scope.

Deposition and Testimony services: \$300 per hour.



**DECLARATIONS (CONTINUED)**

Office Policy for **WILKINSON, PENDERGRAS &**  
 Policy Number **93-CP-S901-1**

**SECTION I - PROPERTY SCHEDULE**

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
001	545 E REDD RD STE C-2 EL PASO TX 79912-1294	No Coverage	\$ 5,900	25%

\* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

**SECTION I - INFLATION COVERAGE INDEX(ES)**

Cov A - Inflation Coverage Index: N/A  
 Cov B - Consumer Price Index: 269.2

**SECTION I - DEDUCTIBLES**

**Basic Deductible** \$1,000

**Special Deductibles:**

Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$1,000		

The Inflation Coverage provision may change your deductible. Refer to page 17 of your policy.



DECLARATIONS (CONTINUED)

Office Policy for WILKINSON, PENDERGRAS &  
Policy Number 93-CP-S901-1



**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

ST-0205-0000

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Back-Up Of Sewer Or Drain	\$15,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000

Prepared  
SEP 09 2021  
CMP-4000

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**DECLARATIONS (CONTINUED)**

**Office Policy for WILKINSON, PENDERGRAS &  
Policy Number 93-CP-S901-1**

Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$5,000
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Unauthorized Business Card Use	\$5,000
Valuable Papers And Records	
On Premises	\$50,000
Off Premises	\$15,000
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY**

**The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.**

COVERAGE	LIMIT OF INSURANCE
Dependent Property - Loss Of Income	\$5,000
Employee Dishonesty	\$10,000
Utility Interruption - Loss Of Income	\$10,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

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DECLARATIONS (CONTINUED)

Office Policy for WILKINSON, PENDERGRAS &  
Policy Number 93-CP-S901-1



ST.  
0305-0000

**SECTION II - LIABILITY**

<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
 <b>AGGREGATE LIMITS</b>	
Products/Completed Operations Aggregate	<b>LIMIT OF INSURANCE</b> \$2,000,000
General Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**FORMS AND ENDORSEMENTS**

CMP-4100	Businessowners Coverage Form
CMP-4819.1	Unauthorized Business Card Use
FE-6999.3	Terrorism Insurance Cov Notice
CMP-4243.2	Amendatory Endorsement
CMP-4705.2	Loss of Income & Extra Expnse
CMP-4710	Employee Dishonesty
CMP-4709	Money and Securities
CMP-4706	Back-Up of Sewer or Drain
CMP-4704.1	Dependent Prop Loss of Income
CMP-4703.1	Utility Interruption Loss Incm
CMP-4786	Addl Insd Owners Lessee Sched
FE-3650	Actual Cash Value Endorsement
CMP-4561.1	Policy Endorsement

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CMP-4000

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DECLARATIONS (CONTINUED)

Office Policy for WILKINSON, PENDERGRAS &  
Policy Number 93-CP-S901-1

FD-6007 Inland Marine Attach Dec

**SCHEDULE OF ADDITIONAL INTERESTS**

---

**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP4786  
**Loan Number:** N/A

EL PASO INDEPENDENT SCHOOL  
DISTRICT  
1014 N STANTON ST  
EL PASO TX 799024109

**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP4786  
**Loan Number:** N/A

HOUSING AUTHORITY OF THE CITY  
OF EL PASO  
5300 E PAISANO DR  
EL PASO TX 799052931

**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP4786  
**Loan Number:** N/A

TEXAS GENERAL LAND OFFICE  
1700 CONGRESS AVE  
AUSTIN TX 787011495



DECLARATIONS (CONTINUED)

Office Policy for WILKINSON, PENDERGRAS &  
Policy Number 93-CP-S901-1



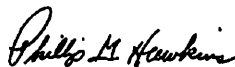
This policy is issued by State Farm Lloyds.

SERVICE OF PROCESS - Service of Process may be had upon the State Official duly designated for such purpose in the state in which the property insured hereunder is located if State Farm Lloyds is licensed in such state; or upon the Commissioner of Insurance of the State of Texas; or upon the duly appointed Attorney-in-Fact for State Farm Lloyds at Richardson, Texas. Underwriters at State Farm Lloyds have complied with the laws of the State of Texas regulating Lloyds plan insurance and said statutes are hereby made a part of the policy. The entire assets of State Farm Lloyds supports its policies, but each individual underwriter's liability is several and not joint and is limited by law to the amount fixed by his/her underwriter's contract and subscription and no underwriter is liable as a partner. This policy is made and accepted subject to the foregoing stipulations and conditions together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto, and no agent or other representative of State Farm Lloyds shall have the power to waive any provision or condition of this policy. This policy is non-assessable and no contingent liability of any kind and character attaches to the insured named herein.

In Witness Whereof, State Farm Lloyds has caused this policy to be signed by its President and Secretary.

By:   
Secretary  
State Farm Lloyds, Inc.  
Attorney-in-Fact

State Farm Lloyds

  
President  
State Farm Lloyds, Inc.  
Attorney-In-Fact



**STATE FARM LLOYDS**  
A LLOYDS COMPANY IN RICHARDSON, TEXAS

Po Box 853925  
Richardson, TX 75085-3925

**Named Insured**

M-08-34E2-FB6B F U

WILKINSON, PENDERGRAS &  
ASSOCIATES LP  
PO BOX 13501  
EL PASO TX 79913-3501



ST-0505-0000

**INLAND MARINE ATTACHING DECLARATIONS**

<b>Policy Number</b>	<b>93-CP-S901-1</b>	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	SEP 12 2021	SEP 12 2022
The policy period begins and ends at 12:01 am standard time at the premises location.		

**ATTACHING INLAND MARINE**

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Annual Policy Premium**                      Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**Forms, Options, and Endorsements**

FE-8739                      Inland Marine Conditions  
FE-6865                      Amend of Inland Marine Condtns  
FE-8743.1                    Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared  
SEP 09 2021  
FD-6007

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## ATTACHING INLAND MARINE SCHEDULE PAGE

## ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743.1	Inland Marine Computer Prop	\$ 25,000	\$ 500	Included
	Loss of Income and Extra Expense	\$ 25,000		Included

---

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

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FD-6007

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY  
INFORMATION PAGE

08-34E2-FB6B

POLICY NO. 93-GD-F237-3

COVERAGE IS PROVIDED BY  
STATE FARM FIRE AND CASUALTY COMPANY  
PO Box 853925, Richardson TX 75085-3925

NCCI CARRIER CODE NO. 14842

1. NAMED INSURED & MAILING ADDRESS  
WILKINSON, PENDERGRAS &  
BEARD, LP  
PO BOX 13501  
EL PASO TX 79913-3501

FEIN 742941995

WORKPLACE NOT SHOWN

INSURED IS A PARTNERSHIP

COPYRIGHT 1987 NATIONAL COUNCIL ON COMPENSATION INSURANCE

2. THE POLICY PERIOD IS FROM 06/07/2021 TO 06/07/2022 12:01 A.M. STANDARD TIME  
AT THE INSURED'S MAILING ADDRESS.

3A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE  
WORKERS COMPENSATION LAW OF THE STATES LISTED HERE: TX

B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO  
WORK IN EACH STATE LISTED IN ITEM 3A. THE LIMITS OF OUR LIABILITY  
UNDER PART TWO ARE: BODILY INJURY BY ACCIDENT \$1,000,000 EACH ACCIDENT  
BODILY INJURY BY DISEASE \$1,000,000 EACH EMPLOYEE  
BODILY INJURY BY DISEASE \$1,000,000 POLICY LIMIT

C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO ALL STATES  
EXCEPT ME, MT, ND, OH, RI, WA, WV, WY AND STATES LISTED IN 3A.

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES: WC000000C  
WC000422B FE-4847 WC000414A WC420301J WC420308

4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF  
RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION  
REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

CODE NOS. AND CLASSIFICATIONS	PREMIUM BASIS TO-TAL ESTIMATED AN-NUAL REMUNERATION	RATE/\$100 REMUNERA-TION	ESTIMATED ANNUAL PREMIUM
8742 REAL ESTATE AGENCY - OUTSIDE EMPLOYEES & COLLECTORS	57,230	.16	92
EMPLOYERS LIABILITY INCREASED LIMITS PREMIUM INCENTIVE 00.0% PREMIUM ADJUSTMENT REQUIRED FOR MINIMUM PREMIUM TERRORISM 9740	57,230	.024	150 0 158 14
MINIMUM PREMIUM \$ 250 TEXAS	TOTAL ESTIMATED ANNUAL PREMIUM \$(MIN.)		414
			DEPOSIT PREMIUM \$ 414



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY  
INFORMATION PAGE ENDORSEMENT  
PAGE 01

08-34E2-FB6B

THIS FORMS A PART OF POLICY NO. 93-GD-F237-3  
STATE FARM FIRE AND CASUALTY COMPANY  
PO Box 853925, Richardson TX 75085-3925  
COVERAGE IS PROVIDED BY

NAMED INSURED AND MAILING ADDRESS  
WILKINSON, PENDERGRAS &  
BEARD, LP  
PO BOX 13501  
EL PASO TX 79913-3501

-----  
THE EFFECTIVE DATE IS 06/07/2021  
THE EXPIRATION DATE IS 06/07/2022  
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LOCATION OF THE INSURED

LOCATION  
NUMBER

01 545 E REDD RD STE C-2  
ENTITY:ET01 EMP:1  
SIC: EL PASO TX 79912-1294  
6531

**ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES  
(APPRAISAL SERVICES)**

This On-Call Agreement for Professional Services Appraisal Services (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (“**Effective Date**”), and is between the **CITY OF EL PASO, TEXAS** (the “**City**”) and **Gayle-Reid Appraisal Services, Inc.** (the “**Appraiser**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

**WHEREAS**, the Appraiser was selected on the basis of demonstrated competence and qualifications to perform the services described in this Agreement;

**WHEREAS**, the City intends to engage the Appraiser to perform appraisal services on a task order basis through the use of task orders referencing this Agreement, the scope of which is described in this Agreement;

**WHEREAS**, the services to be provided under this Agreement are necessary to comply with local, state and federal polices, regulations and procedures.

The parties agree as follows:

**SECTION 1. TERM.**

- A. The term of this Agreement is for a period not to exceed two years from the Effective Date. The services called for by each task order begin upon the issuance of a notice to proceed from the City Engineer and shall continue through the completion of the project as described in the task order. The Appraiser agrees that the City Manager or designee, for the City may extend the term of this Agreement by exercising up to three options of one year each option.

**SECTION 2. SUBJECT PROPERTY TO BE APPRAISED.**

- A. The Appraiser shall appraise the property identified in each task order pursuant to this Agreement.

**SECTION 3. PAYMENT**

- A. The City will pay the Appraiser an amount not to exceed \$100,000. No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere



execution of this Agreement. The Appraiser will invoice the City following the completion of each task order in accordance to the fee schedule attached to this Agreement as **Attachment “A”**. If the City exercises an option to extend the term as described in this Agreement above, then the maximum payment amount under this contract will be increased by \$50,000 for each option exercised by the City for a total amount, including all options, not to exceed \$250,000. The parties agree that the exercise of an option only increases the maximum contract amount and does not constitute a request for services from the Appraiser unless accompanied by a Task Order. The Appraiser will abide by the fees listed in Attachment “A” to this Agreement during any option periods exercised by the City.

#### **SECTION 4. SCOPE OF APPRAISER’S SERVICES.**

- A. The Appraiser will perform the services as provided by each Task Order issued by the City in writing (“**Task Order**”). The Appraiser will perform the services for the fees stipulated on the fee schedule attached to this Agreement as Attachment “A”. The Appraiser will not perform any services until the Appraiser has received a Task Order from the City. Notwithstanding anything to the contrary, the City will not owe the Appraiser any payments for any work that is performed without a Task Order.
- B. Unless otherwise provided in the Task Order, the Appraiser will perform the following services for all Task Order’s issued by the City:
  1. **APPRAISAL.** The Appraiser shall appraise the property identified in the task order and prepare and deliver one (1) draft appraisal report for on or before the date specified in the Task Order to the City Representative. For purposes of this Agreement, the “**City Representative**” is the City Engineer or designee. The City Representative will review the draft appraisal report in a timely manner. Within seven (7) City business days after the Appraiser receives the City Representative’s written comments, the Appraiser will deliver three (3) hard copies and an electronic file (a pdf and tiff file on one CD) of the appraisal report to the City. The City Representative may waive the requirement for hard copies and/or CD.
  2. **PROPERTY INSPECTION.** The Appraiser shall personally inspect the property identified in the Task Order, to include any buildings, structure improvements, fixtures and appurtenances, thereon or belonging thereto. If the Appraiser’s inspection or investigation discloses a sale of a portion of a property by an unrecorded contract of sale or otherwise, the Appraiser shall notify the City.
  3. **VALUATION DATA.** The Appraiser shall make such investigations, studies and property inspections as are appropriate to enable the Appraiser to derive sound

conclusions and to prepare the appraisal report to be furnished under this Agreement, including but not limited to, the three (3) most recent comparable sales which precede the appraisal, if any.

4. **PURPOSE AND SIGNIFICANCE OF APPRAISAL.** The appraisal to be furnished under each Task Order under this Agreement is required by the City for its guidance in setting fair and impartial determinations of market value. The Appraiser agrees to provide the City appraisal services that meet the definition of an appraisal as required by applicable federal, state and local laws, regulations, policies and procedures. The Appraiser shall be guided by those objectives when estimating values and when making investigations and studies and analyzing the property identified in the Task Order and the evidences of its value. Accordingly, the text of each appraisal report must cover all matters germane to the required valuation findings and must provide a full explanation of the Appraiser's reasoning and analyses of the evidences of value, so that a reviewer will be able to follow the Appraiser's analyses and understand how the Appraiser reached the valuation conclusions. If required, the City will contract separately for a review appraisal with another appraiser. The appraisal to be furnished under this Agreement is required by the City for its guidance in making an impartial determination of the market value of the Property. Because Federal funds are often involved in the City project for which the property is being appraised, unless instructed to the contrary in writing by the City, the Appraiser and the appraisal must meet the specific requirements under the URA and 24 CFR 24.103 in Title 49, unless the appraisal is a review appraisal in which event the appraiser must meet the specific requirements of 24 CFR 24.104.
5. **DATE OF VALUATION.** The Appraiser's valuation date shall be mutually agreed upon and identified in the Task Order issued by the City Representative.
6. **APPRAISER CERTIFICATION.** The Appraiser represents that the appraiser appraising the Property for the Appraiser, is state-certified as a "Certified General Appraiser" by the State of Texas, and will remain certified during the term of this Agreement and shall provide the City with proof of current certification. The Appraiser represents that it is a member of the Appraisal Institute and that the Appraiser currently employs a qualified expert witness. Further, the Appraiser represents and warrants that the Appraiser is familiar with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs at 42 USC Sec. 4601-4655 (the URA) as well as the Code of Federal Regulations (CFR) applying to the URA sections.

7. Appraiser will provide the services in two parts. First Appraiser will provide a Restricted Report & second a Full Report in accordance to the timelines set in the Task Order.
8. EXPERT WITNESS. If specifically requested by a Task Order, the Appraiser will provide expert witnesses services in any Eminent Domain proceeding or other judicial proceedings as directed by the Task Order.

## **SECTION 5. CONTENTS OF APPRAISAL REPORT.**

- A. The appraisal report to be furnished by the Appraiser under each Task Order in accordance with this Agreement shall contain the Appraiser's conclusions and opinions, together with the data and analyses by which they are derived, as set forth below. The appraisal report on the property described in each Task Order shall include a summary, legal and title matters affecting value, highest and best use analysis, and property valuation and appraisal analyses as more particularly described in this Section below followed by a report furnishing the Appraiser's opinions and conclusions on the date and analyses.
- B. APPRAISAL SUMMARY. Each appraisal under a Task Order shall include a summary sheet titled "Appraisal Report for the City of El Paso and its Agents," which may be a printed form, completed to provide the following:
  1. The Property Address.
  2. Date of report.
  3. Legal description of the Property.
  4. Date or dates of the Appraiser's inspection(s) of the Property.
  5. The Appraiser's estimate of the market value of the property identified in the Task Order based on the highest and best use. The Appraiser will estimate the market value of the property identified in the Task Order for the real estate interest specifically listed in the Task Order.
  6. The certifications of the Appraiser that: (i) it personally made a thorough inspection of the property identified in the Task Order; (ii) to the best of its knowledge and belief, everything contained in the report is true and no relevant or important fact has been omitted; (iii) neither its employment nor compensation is contingent on the valuation reported; and (iv) it has no past, present or prospective interest (including that of real estate agent or broker) in the property identified in the task order, the parties involved,

or any other interest that would conflict in any way with the services performed or the making of an impartial appraisal report;

7. A certification that, in the Appraiser's opinion, the market value of the property identified in the Task Order is an amount to be stated as of the date of valuation determined in accordance with the Task Order; and

8. The signature of the Appraiser.

C. **LEGAL AND TITLE MATTERS AFFECTING VALUE.** The appraisal report shall include a report of any official citations or personal observations by the Appraiser of any condition or occupancy of the Property in violation of law, and any other legal or title matters that the Appraiser is aware of affecting the available lawful uses or the value of the Property.

D. **HIGHEST AND BEST USE.** The appraisal report shall include the Appraiser's opinion as to the highest and best use for the property identified in the task order.

E. **PROPERTY VALUATION AND APPRAISAL ANALYSES.** The appraisal report shall utilize basic appraisal principles and standards of professional practice to set forth the market value of the property identified in the Task Order. The appraisal report shall contain a description of the reasoning process used by the Appraiser in reaching a conclusion as to value and all data and analyses needed to explain and support the valuation, including:

1. Such maps, plans, photographs or other exhibits, as necessary, to explain or illustrate the analyses of the Appraiser; and

2. The Appraiser's evaluation of the indications of value deduced from its separate analyses of the various evidences of value and an explanation of how it reached its final conclusion as to the market value of the property identified in the task order.

## **SECTION 6. ITEMS TO BE PROVIDED BY CITY.**

A. The City agrees to furnish the Appraiser with the following:

1. **PROPERTY MAP.** Each Task Order will have a map or plat, based on official records, of the Property showing the boundaries and dimensions of the property to be appraised.

2. **OWNERSHIP DATA.** The name and, if known or shown of record, the address of the ostensible owner as it appears of record and the legal description of the property in the

Task Order as shown by the conveyance or conveyances or other instrument by which the record owner acquired title.

3. **LEGAL ADVICE.** Advice, upon request of the Appraiser, on legal matters affecting the appraisal of the owner's interest in the property described in the Task Order.

## **SECTION 7. REPRESENTATIONS AND AGREEMENTS OF APPRAISER.**

A. As an inducement to the execution of the Agreement by the City and in consideration of the agreements to be performed by the City, the Appraiser represents and agrees that:

1. **SOLICITATION OR PROCUREMENT OF AGREEMENT.** The Appraiser has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee or other compensation in connection with the procurement of this Agreement.
2. **INTEREST OF APPRAISER AND APPRAISER'S EMPLOYEES.** The Appraiser does not have any interest, including that of real estate agent or broker, direct or indirect, present or prospective, in the properties described in each Task Order or in the sale thereof, or any other interest, whether or not in connection with said property, which would conflict in any manner or degree with the performance of the services and the submission of any reports, and has not employed and will not employ, in connection with the services to be furnished hereunder, any person having any such interest; and, until such property identified in a Task Order is acquired by the City or excluded from its project by a determination of its governing body, the Appraiser and any employees of the Appraiser, so long as they are employed by the Appraiser, will not acquire any such interests and will not, for their own account or for other than the City, negotiate for any of said property, perform services in connection with said property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to such property.
3. **SERVICES TO BE CONFIDENTIAL.** All services, including reports, opinions and information to be furnished under this Agreement, are confidential and the Appraiser shall not divulge, in whole or in part, to any person other than to the duly authorized representatives of the City without the prior written approval of the City, except by testimony under oath in a judicial proceeding or as otherwise required by law. The Appraiser shall take all necessary steps to ensure that no member of its staff or organization divulges any information concerning such appraisal or services except as provided above. The Appraiser agrees, that the City may, at the City's discretion,

release to the public any appraisals provided by the Appraiser without the Appraiser's consent.

4. **FACILITIES AND PERSONNEL.** The Appraiser has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed hereunder. If the Appraiser proposes to employ any person or persons to make any appraisals of machinery and equipment or other specialized elements or attributes of the property identified in the Task Order, the employment of such person or persons for such purpose shall not place the City under any obligation to such employee, nor relieve the Appraiser of full responsibility for the faithful performance of the services to be furnished hereunder.

- B. The representations and warranties made by the Appraiser under this Section will extend to the work done under each Task Order issued by the City under this Agreement.

## **SECTION 8. INTEREST OF OFFICIALS OF CITY.**

No official of the City shall participate in any decision relative to this Agreement affecting, directly or indirectly, any personal interests. No such officer, agent or employee of the City having any responsibility or function in connection with this Agreement shall have any private interest, direct or indirect, in this Agreement or the proceeds thereof.

## **SECTION 9. CHANGES.**

The City, at any time, by written notice to the Appraiser, may modify the scope or quantity of the services to be furnished under each Task Order issued under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Appraiser or in the time required for its performance, equitable adjustment shall be made in the provisions of the Task Order (and this Agreement if necessary) for payments to the Appraiser, in accordance to the Attached Fee Schedule or for the time for performance of the services, or for both.

## **SECTION 10. TERMINATION.**

- A. **TERMINATION FOR FAILURE TO FULFILL.** If, through any cause, the Appraiser shall fail to fulfill in a timely and proper manner all obligations under this Agreement or a Task Order, or if the Appraiser shall violate any of the covenants or agreements thereof, the City may, upon written notice to the Appraiser, terminate the right of the Appraiser to proceed under this Agreement or with such part or parts thereof as to which there has been default, and may hold the Appraiser liable for any damage caused to the City by reason of such default and termination. In the event of such termination, any completed reports prepared by the Appraiser under this Agreement shall, at the option of the City, become its property

and the Appraiser shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Appraiser, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Appraiser, and the City may withhold any payments from the Appraiser for the purpose of setoff until such time as the amount of damages due the City from the Appraiser is determined. The Appraiser shall not be held liable for damages under this Section solely for reasons of delay if the delay is due to causes beyond the control and without the fault or negligence of the Appraiser, but this shall not prevent the City from terminating this Agreement because of such delay.

B. **TERMINATION BY EITHER PARTY.** It is mutually understood and agreed by the City and the Appraiser that either party may terminate this Agreement or any issued Task Order, in whole or in part for any or no reason, upon **5 consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Appraiser shall cease the performance of services under this Agreement. Upon such termination, the Appraiser shall provide one final invoice for all services completed prior to the notice of termination. The City shall compensate the Appraiser in accordance with this Agreement; however, the City may withhold any payment to the Appraiser that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Appraiser from the City is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments. The City will be entitled to exercise ownership over any documents or services for which the City paid the Appraiser.

## **SECTION 11. INSURANCE.**

A. Appraiser will obtain and maintain for the term of this Agreement the following insurance policies as provided below:

1. Worker's Compensation Insurance as may be required by law.
2. Commercial Liability Insurance to cover the work performed under this Agreement from claims for damages to personal injury, including accidental death, as well as from claims for property damages, whether such operations be by the Appraiser or by anyone directly or indirectly employed by the Appraiser. The minimum amounts for liability coverages must be as follows:

a. **COMMERCIAL GENERAL LIABILITY**

\$1,000,000.00 Per Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

\$1,000,000.00 Personal and Advertising Injury

**Personal Injury or Death & Property Damage**

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

b. **AUTOMOBILE LIABILITY**

**Combined Single Limit**

\$1,000,000.00 per accident

3. Professional Liability Insurance in the minimum amount of \$1,000,000 on a claims made basis.
4. Additional Insured. The Appraiser will add the City to all insurance policies (except Worker's Compensation and Professional Liability Insurance) as an additional insured.
5. The Appraiser will furnish the City with certificates of insurance and endorsements showing the types of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing insurance coverages, and name of agent/broker. If requested by the City's Risk Manager, the Appraiser will provide copies of the insurance policy in order to allow the City to verify that the insurance policies provide coverage as required under this Agreement.
6. All policies will provide an endorsement that provides that the insurance policy cannot be canceled or the amount of coverage changed without thirty calendar days prior written notice to the City or ten calendar days prior written notice for non-payment of insurance policy premiums.

**SECTION 12. INDEMNIFICATION.**

**A. TO THE EXTENT ALLOWED BY LAW, THE APPRAISER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND THE CITY'S OFFICERS AND EMPLOYEES AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES OF PROPERTY DAMAGE, INJURY, OR DEATH ARISING OUT OF ANY SERVICES PERFORMED BY THE APPRAISER UNDER THIS AGREEMENT, PROVIDED THAT THE APPRAISER WILL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE CITY OR THE CITY'S EMPLOYEES.**

**SECTION 13. GENERAL PROVISIONS.**

A. NON-EXCLUSIVE AGREEMENT. This Agreement is non exclusive. The City is entitled to enter into appraisal services agreements at any time with other appraisers in





- F. **CONFIDENTIALITY.** The Appraiser acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- G. **GOVERNING LAW.** This Agreement is governed by Texas law.
- H. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- I. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- J. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- K. **GOVERNMENTAL FUNCTIONS.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- L. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Appraiser will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- M. **AUDITING RECORDS FOR THE SPECIFIC PROJECT.** The Appraiser will allow the City to inspect and copy all records pertaining to the Work provided in this Agreement.
- N. **RECORDS.** The Appraiser will maintain records of all details with respect to the services to be performed hereunder, including one complete copy of each report, for three (3) years after delivering such report, or until the Property is conveyed, or its conveyance is abandoned by the City, whichever is later.
- O. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot,

civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

- P. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and the Appraiser, and the Appraiser's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- Q. **THIRD-PARTY BENEFICIARIES.** There are no third party beneficiaries for this Agreement.
- R. **PROVISIONS SURVIVING THIS AGREEMENT.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- S. **REPRESENTATIONS AND WARRANTIES.** The Appraiser warrants to the City that the Appraiser has all required licenses, permits, and expertise to perform the Work of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- T. **TEXAS GOVERNMENT CODE.** In accordance with Chapter 2274 of the Texas Government Code, as amended from time to time, the Appraiser represents and warrants to the City the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- U. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.
- V. **NON-DISCRIMINATION COVENANT.** The Appraiser, for itself, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:
1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the preparation of this appraisal report.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.
3. That the Appraiser shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. The Appraiser shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.
4. That, in the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

W. **AFFIRMATIVE ACTION.** The Appraiser assures that no person shall, on the grounds of race, color, sex, or national origin, be excluded from participating in or receiving the services or benefits of any program of activity covered by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments, or otherwise applicable to persons leasing premises from the City of El Paso. The Appraiser assures that it will require that its covered sub-organizations provide assurances to City, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations to the same effect.


**IN WITNESS WHEREOF**, the City and the Appraiser have approved of this Agreement to be effective as of the date first written above.

[Signatures begin on the following page]

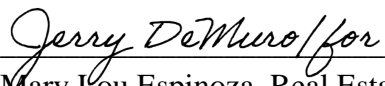
**CITY OF EL PASO**

\_\_\_\_\_  
Tomas Gonzalez, City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Omar De La Rosa  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Mary Lou Espinoza, Real Estate  
Capital Improvement Department

**STATE OF TEXAS            )**

**COUNTY OF EL PASO     )**

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, City Manager, City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission expires: \_\_\_\_\_

**APPRAISER:**

Martha Gayle Reid Lynch

**Name:**

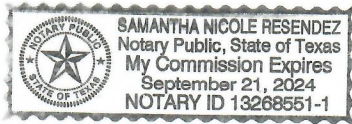
**Title:**

STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument was acknowledged before me on the 25 day of October, 2021, by Lynch, Martha Gayle Reid on behalf of **Gayle-Reid Appraisal Services, Inc.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25 day of October, 2021.



Samantha Nicole Resendez  
Notary Public in and for the State of Texas  
My Commission expires: Sept. 21, 2024

**Attachment “A”  
Fee Schedule**

Appraisal Fee ranges from \$500 to \$5,500 per appraisal depending on complexity.

Expert testimony fee: \$250 per hour

COnsultation fee: \$225 per hour.



# TEXAS FARM BUREAU INSURANCE COMPANIES

TEXAS FARM BUREAU CASUALTY INSURANCE COMPANY      FARM BUREAU COUNTY MUTUAL INSURANCE COMPANY OF TEXAS  
 TEXAS FARM BUREAU MUTUAL INSURANCE COMPANY      SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY  
 TEXAS FARM BUREAU UNDERWRITERS

7420 FISH POND RD • WACO TX 76710-1010 • (254) 772-3030 • MAILING ADDRESS: PO BOX 2689 • WACO TX 76702-2689

## CERTIFICATE OF INSURANCE FOR INFORMATION PURPOSES ONLY

### CERTIFICATE HOLDER NAME AND MAILING ADDRESS

CITY OF EL PASO  
300 N CAMPBELL ST  
EL PASO, TX 79901-1402

<b>Policy Number</b>
21584124
<b>Date:</b> 08/25/2021
<b>Policy Period:</b>
From: 08-24-2021
To: Until Cancelled



This is to certify that the policy (including endorsements) of insurance, as described below, has been issued by the undersigned, to the insured named below, is in force at this time, and has been duly countersigned. If cancelled at the request of either party, or changed in any manner for any reason during this period of coverage, as stated herein, so as to affect this Certificate, **10 days** prior written notice will be given by this Insurance Company to the Certificate Holder named above.

The Texas Farm Bureau Mutual Insurance Company of Waco, Texas hereby certifies that the following described policy has been issued and is in force and effect.

### INSURED NAME AND MAILING ADDRESS

JOHN KEVIN LYNCH JR  
MARTHA GAYLE REID LYNCH  
PO BOX 192  
DELL CITY TX 79837-0192

### DESCRIPTION OF RISK

2019 LEXS GX 460 JTJBM7FXXK5217651

COVERAGE	LIMITS OF LIABILITY	
<b>PUBLIC LIABILITY.....</b>	<b>BODILY INJURY/PROPERTY DAMAGE</b>	
<input type="checkbox"/> Commercial General Liability	\$	EACH OCCURRENCE
<input type="checkbox"/> Premises and Operations	\$	AGGREGATE
<input type="checkbox"/> Contractors Protective		
<input type="checkbox"/> Products - Completed Operations		
<input type="checkbox"/> Contractual - Designated Contracts Only		
<input type="checkbox"/> Excludes Explosion, Collapse and Underground Property Damage Hazard		
<b>AUTOMOBILE LIABILITY.....</b>		
<input type="checkbox"/> Fleet	\$ 1,000,000	EACH PERSON
<input checked="" type="checkbox"/> Specific Automobiles Only	\$ 1,000,000	EACH ACCIDENT
<input type="checkbox"/> Non-Ownership and Hired Automobiles	\$ 1,000,000	EACH ACCIDENT
<b>FARM LIABILITY.....</b>	\$	EACH OCCURRENCE
	\$	AGGREGATE
<b>PERSONAL LIABILITY</b>		
<input type="checkbox"/> Homeowners .....	\$	EACH OCCURRENCE
<input type="checkbox"/> Farm and Ranch Owners.....	\$	EACH OCCURRENCE
<b>UMBRELLA LIABILITY.....</b>	\$	EACH OCCURRENCE
	\$	AGGREGATE

COL-PAG

This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage or any provision afforded by the policy. This Certificate is executed and issued in duplicate by the aforesaid Company.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/30/2021

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).

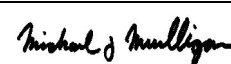
<b>PRODUCER</b> USI SOUTHWEST INC 303 N OREGON STE 310 EL PASO, TX 79901 (888) 661-3938	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 661-3938      FAX (A/C, No): (877) 872-7604	
	<b>E-MAIL ADDRESS:</b> service.center@travelers.com	
<b>INSURED</b> GAYLE REID APPRAISAL SERVICES CORP. MGR EL PASO 1 LLC 600 SUNLAND PARK DR, #4 EL PASO, TX 79912	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
	INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
	INSURER B : THE TRAVELERS INDEMNITY COMPANY OF AMERICA	
	INSURER C :	
	INSURER D :	
	INSURER E :	

**COVERAGES**      **CERTIFICATE NUMBER:** 144959502311372      **REVISION NUMBER:**

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	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON OWNED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		680-8231B28A-20	11/17/2020	11/17/2021	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$5,000			CUP-4K006244-20	11/17/2020	11/17/2021	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED - SCHEDULED ADDITIONAL INSURED (INCLUDES PRODUCTS-COMPLETED OPERATIONS IF REQUIRED, AND CG D2 47, BUT ONLY AS RESPECTS TO WORK PERFORMED BY THE INSURED.

<b>CERTIFICATE HOLDER</b> THE CITY OF EL PASO 600 SUNLAND PARK EL PASO, TX 79912	<b>CANCELLATION</b> 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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**LIA Administrators & Insurance Services**



**APPRAISAL AND VALUATION  
PROFESSIONAL LIABILITY INSURANCE POLICY**

**DECLARATIONS**

**ASPEN AMERICAN INSURANCE COMPANY**

(A stock insurance company herein called the "Company")

175 Capitol Blvd. Suite 100

Rocky Hill, CT 06067

Date Issued	Policy Number	Previous Policy Number
01/08/2021	AAI007576-06	AAI007576-05

THIS IS A **CLAIMS MADE AND REPORTED POLICY**. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE **EXTENDED REPORTING PERIOD**, IF APPLICABLE, FOR A **WRONGFUL ACT** COMMITTED ON OR AFTER THE **RETROACTIVE DATE** AND BEFORE THE END OF THE **POLICY PERIOD**. PLEASE READ THE POLICY CAREFULLY.

Item

<p><b>1. Customer ID:</b> 164265  <b>Named Insured:</b>            GAYLE-REID APPRAISAL SERVICES, INC            Martha Gayle Reid Lynch, MAI            600 Sunland Park, Bldg 4-100            El Paso, TX 79912</p>	
<p><b>2. Policy Period:</b> From: 01/10/2021 To: 01/10/2022            12:01 A.M. Standard Time at the address stated in 1 above.</p>	
<p><b>3. Deductible:</b> \$1,000 Each Claim</p>	
<p><b>4. Retroactive Date:</b> 01/10/2011</p>	
<p><b>5. Inception Date:</b> 01/10/2016</p>	
<p><b>6. Limits of Liability:</b>   <b>A.</b> \$1,000,000 Each Claim                                              <b>B.</b> \$2,000,000 Aggregate</p>	
<p><b>7. Mail all notices, including notice of Claim, to:</b>            LIA Administrators &amp; Insurance Services            1600 Anacapa Street            Santa Barbara, California 93101            (800) 334-0652; Fax: (805) 962-0652</p>	
<p><b>8. Annual Premium:</b>       <b>\$1,189.00</b></p>	
<p><b>9. Forms attached at issue:</b> LIA002 (12/14) ASPCO1122 0615 LIA TX (11/15) LIA TX NOT (11/15)            LIA012 (12/14) LIA013 (10/14) LIA018 (10/14) LIA021 (10/14)            LIA025A (11/14)</p>	

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

01/08/2021

Date

By

Authorized Signature

LIA-001 (12/14)

Aspen American Insurance Company

# Appraisal and Valuation Professional Liability Insurance Policy



**Named Insured:** GAYLE-REID APPRAISAL SERVICES, INC  
Martha Gayle Reid Lynch, MAI

**Policy Number:** AAI007576-06  
**Effective Date:** 01/10/2021  
**Customer ID:** 164265

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL COVERED APPRAISERS ENDORSEMENT**

In consideration of the premium charged, it is agreed that Section IV. **DEFINITIONS (I) "Insured"** is amended to include:

**"Insured"** means:

The persons identified below, but only while acting on behalf of the Named **Insured**:

Name	Coverage Effective Date	Principal/Owner, Appraiser or Trainee
Martha Gayle Reid Lynch	01/10/2021	Principal/Owner

All other terms, conditions, and exclusions of this Policy remain unchanged.

# Appraisal and Valuation Professional Liability Insurance Policy



**Named Insured:** GAYLE-REID APPRAISAL SERVICES, INC  
Martha Gayle Reid Lynch, MAI

**Policy Number:** AAI007576-06  
**Effective Date:** 01/10/2021  
**Customer ID:** 164265

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL APPRAISAL ENDORSEMENT

In consideration of the premium charged, it is agreed that the **Insureds** identified below have been approved by the Company to perform **Professional Services** involving **Commercial Property**.

**Insured**

**Effective Date of Approval**

Martha Gayle Reid Lynch

01/10/2021

Exclusion (N) remains unchanged and effective, however, unless the **Insured** identified is approved for **Professional Services** involving undeveloped or vacant land whose proposed use is for multiple unit single-family housing developments, condominium developments, co-operative housing developments or apartment developments consisting of 10 units or more.

All other terms, conditions, and exclusions of this Policy remain unchanged.