

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



**DEPARTMENT:** Economic Development

**AGENDA DATE:** 9/30/25

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Karina Brascgalla

**PHONE NUMBER:** 915-212-1570

**2nd CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:**

No. 1 Create an Environment Conducive to Strong, Sustainable, Economic Development

**SUBGOAL:**

1.1 - Stabilize and Expand El Paso's Tax Base and Activate Targeted Development

**SUBJECT:**

A Resolution authorizing the City Manager to sign a Consulting and Planning Services Agreement between the City of El Paso and DT CONSULTING, LLC, in an amount not to exceed \$250,000.00 for a term of 2 years, with the option to extend for an additional 2 years. Contractor will provide specialized consulting and planning services to support Economic Development goals, initiatives, and priority projects for the City of El Paso.

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**


**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

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

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** 

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

## RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Consulting and Planning Services by and between the **CITY OF EL PASO** and **DT CONSULTING, LLC** (“Contractor”), for Contractor to provide consulting and planning services related to Economic Development goals within the City of El Paso, for a term of 2 years, with the option to extend for an additional 2 years for an aggregated amount not to exceed \$250,000; and

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

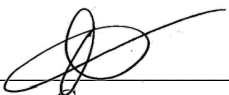
### CITY OF EL PASO:

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

### ATTEST:

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

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Oscar Gomez  
Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Karina Brasgalla, Director  
Economic and International Development

**STATE OF TEXAS                    )**  
**)**  
**COUNTY OF EL PASO             )**

**CONSULTING AND PLANNING SERVICES  
AGREEMENT**

THIS CONSULTING SERVICES AGREEMENT FOR DT CONSULTING, LLC (this “**Agreement**”) is executed effective for all purposes as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (Effective Date) by and between the City of El Paso, a home-rule municipal corporation, (the “**City**”) and DT Consulting, LLC, a Texas Limited Liability Company (the “**Contractor**”).

## RECITALS

**WHEREAS**, pursuant to Section 252.022(a)(4) of the Texas Local Government Code a procurement for personal, professional or planning services are exempt from the competitive bid or proposal requirement; and

**WHEREAS**, the City desires to engage the Contractor to provide Consulting and Planning services related to Economic Development goals focused on, but not limited to, revitalizing the downtown core, fostering the growth of emerging industries (such as youth sports tourism), and strengthening business attraction and retention initiatives within the City of El Paso as approved by the Economic Development Director and/or Office of Management and Budget Director, as more fully described in Exhibit A, which is attached hereto and incorporated herein by reference as the *Scope of Services*; and

**WHEREAS**, pursuant to Chapter 2254 of the Texas Government Code the City has a substantial need for the Consulting and Planning Services; and the City does not have the ability to perform the Services with its own personnel; and

**WHEREAS**, the Contractor desires and possesses the skills to perform these Consulting and Planning Services for the City.

**WHEREAS**, the City desires to enter into a contract with the Contractor to perform these Consulting and Planning Services for the City.

**AGREEMENT:**

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF SERVICES. The Contractor hereby agrees to provide the Consulting and Planning Services for the City as described in *Exhibit A*, which is attached hereto and incorporated herein by reference (the “Services”). The Contractor will provide all Services in a professional and diligent manner, and in accordance with all applicable laws and regulations. If there are any conflicts between *Attachment A* and this Agreement, the Agreement prevails.

2. TERM. The Contractor shall perform the Consulting Services within 24 months of the *Effective Date* of this Agreement (the “Agreement Period”). *Effective Date* is defined as the date upon which both parties have fully executed this Agreement as set forth on the signature page hereof. Prior to the expiration of the Term, the City Manager, or designee, may extend the Term for two additional years. The Agreement may be administratively extended without the need for additional consideration by either party.
3. PAYMENT OF CONSULTING SERVICES. The City hereby agrees to pay the Contractor an amount not to exceed \$250,000 for the two-year term for the services performed by the Contractor under this Agreement (“Total Fee”) in accordance with *Exhibit A*.
4. INVOICES AND PAYMENTS. The City will pay the Contractor the amounts as described in *Attachment A*. The Contractor will invoice the City through written invoices as described in *Attachment A*. The City will pay invoices for all Services performed as soon as it is reasonably possible, but no later than 30 calendar days from receipt in accordance with Chapter 2251 of the Texas Government Code. The City may withhold payment if the Services performed by the Contractor do not comply with this Agreement. The City will only pay for services performed in accordance with the agreed compensation.
5. INSURANCE. The Contractor will provide the City the following insurance policies:
  - A. Contractor will provide proof of professional liability insurance (including errors and omissions) with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and excess/umbrella liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate to client. Additionally, the Contractor shall carry the following insurance coverages:
    1. LIABILITY INSURANCE. Comprehensive General Liability insurance coverage from a solvent company authorized to do business in the State of Texas, with minimum limits of \$2,000,000.00 each occurrence and \$4,000,000.00 in aggregate; and
    2. AUTO LIABILITY. Comprehensive Automobile Liability Insurance covering all owned, hired, and non-owned motor vehicles used by Contractor, its employees, contractors or agents, in connection with the Services being performed under this Agreement with limits of liability not less than \$1,000,000.00 for each occurrence Combined Single Limit for Bodily Injury and Property Damage.

- B. Contractor will maintain the insurance policies described above throughout the Term of this Agreement. The Contractor will ensure that all policies comply with the following:
1. Contractor will provide concurrently with the execution of this agreement to City a certificate of insurance issued to Client evidencing the foregoing insurance coverages and evidencing that Client and Client's lender, if any, are additional insured parties with respect to the insurance policies referred to in the foregoing subparagraphs (b) and (c).
  2. The Contractor may provide the insurances required in this section in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.
  3. Prior to performing any Services, the Contractor will provide the City copies of all insurance policies along with all endorsements and certificates of insurance.
  4. The Contractor will provide the City all certificates evidencing renewal or replacement of said policies of insurance at least 15 calendar days prior to the expiration or cancellation of any such policies
  5. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. The City may reject an issuer of an insurance policy in the City's sole discretion.
  6. Each policy, except those for Workers' Compensation, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.
  7. Contractor will obtain the prior written approval of the City's Risk Manager for any deductibles, aggregate caps, and endorsements on any insurance policy required under this Agreement.
  8. The Contractor will require the insurance policy issuer to provide the City 30 calendar days advance notice of any reduction in coverage under an insurance policy.

9. Each policy must expressly state that it may not be canceled or non-renewed unless there are 30 calendar days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Manager by the insurance company.
  10. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, their elected and appointed officials, officers, agents or employees.
  11. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.
6. **INDEMNIFICATION OF THE CITY.** BY ACCEPTANCE OF THIS AGREEMENT, Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.
7. **TERMINATION.** This Agreement may be terminated as provided in this Section.
- A. **TERMINATION FOR CONVENIENCE.** Either party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least 15 calendar days before termination. The Contractor will halt all Services

upon receiving a termination notice under this provision from the City. Upon such termination, the Contractor will provide one final invoice for all Services completed prior to the notice of termination. The City may withhold payment to the Contractor if there is any dispute in the amount until the City determines the exact amount that is owed to the Contractor by the City. The City is not required to pay for any Services that does not comply with the provisions of this Agreement. If the Contractor terminates this Agreement under this provision, then the Contractor will return all payments made by the City prior to the notice of termination.

- B. TERMINATION BY EITHER PARTY FOR CAUSE. Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision, the terminating party will provide written notice of intent to terminate enumerating the failures for which the termination is being sought and provide at least 15 calendar days to the non-terminating party to cure such failure. If the City terminated this Agreement pursuant to this provision, then the City may withhold any payments to the Contractor until the exact amount owed to the Contractor by the City is determined.

Upon termination of this Agreement as herein above provided, any and all City data, documents and information in Consultant's possession shall be returned to City within fifteen (15) working days of the date of termination. Termination by either party is not a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party is not relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

8. NOTICE. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Notices sent via e-mail are deemed to be received on the date sent to the e-mail address described in this Agreement. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

**CITY:** City Manager  
P.O. Box 1890  
El Paso, Texas 79901

**COPY TO:** Economic and International Development Department  
123 Mills Avenue, Suite 111  
El Paso, Texas 79901  
Email: brasgallakx@elpasotexas.gov



**CONTRACTOR:** DT Consulting, LLC.  
8781 Cathedral Circle  
El Paso, TX 79907  
Email: dtconsulting915@gmail.com

9. OWNERSHIP OF WORK PRODUCT. The City owns all hard copies of finished and unfinished Services under this Agreement for which the City has paid for. The Contractor grants a license to the City to reproduce for non-commercial purposes the copies owned by the City under this Agreement.
10. FRINGE BENEFITS. The City shall not provide fringe benefits to the Contractor.
11. LOCATION OF PERFORMANCE. The Contractor shall perform the Consulting Services in the City and County of El Paso, Texas or such other place(s) as may be necessary to fulfill the terms of this Agreement.
12. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The City shall not be subject to any obligations or liabilities of the Contractor incurred in its performance under this Agreement.
13. DISPUTE RESOLUTION. The parties hereto agree that reasonable efforts will be made to aid and assist the other in accomplishing the objectives of this Agreement. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or any breach thereof, the parties shall use their best efforts to meet regularly and resolve the dispute, claim, question, or disagreement. To this effect, the parties hereby agree to consult and negotiate with each other in good faith. Upon delivery and receipt of notice, the parties agree to submit the matter to mediation before a mutually-agreed upon mediator and to diligently pursue a mediated settlement until such time as the parties mutually agree to terminate such mediation or the mediator declares an impasse.
14. CONFIDENTIALITY. The Contractor 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).
15. LAW GOVERNING AGREEMENT AND VENUE. For purposes of determining the place of the Agreement and the law governing the same, it is agreed that the Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.
16. GOVERNMENTAL FUNCTIONS. The parties agree that the City is entering this Agreement in the exercise of its governmental functions as a governmental entity performing a governmental function.

17. 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 Contractor will procure all licenses and pay all fees or other charges as required to complete the Services under this agreement.
18. AUDITING RECORDS FOR THE SPECIFIC PROJECT. The Contractor will allow the City to inspect and copy all records pertaining to the Services provided in this Agreement.
19. CONTRACTING INFORMATION. The Contractor must preserve all contracting information related to this Agreement as provided by the records retention schedule requirements applicable to the City for the duration of this Agreement. The Contractor will promptly provide the City any contracting information related to this Agreement that is in the custody or possession of the Contractor on request of the City. On completion of this Agreement, the Contractor will either provide at no cost to the City all contracting information related to this Agreement that is in the custody or possession of the Contractor or preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the City.
20. 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.
21. SUCCESSORS AND ASSIGNS. This Agreement is binding on the City and the Contractor, and the Contractor'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.
22. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.
23. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
24. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

25. NO WAIVER. Failure by either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.
26. PROVISIONS SURVIVING THIS AGREEMENT. Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
27. AUTHORITY TO CONTRACT. The person signing this document on behalf of Contractor warrants that they have been duly authorized to sign this Agreement on behalf of Contractor and to bind the organization, its officers, agents and employees.
28. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

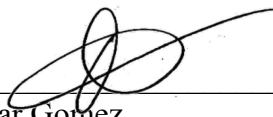
*(Signature page to follow)*

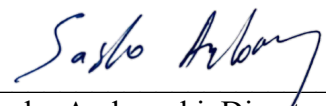
IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF EL PASO:**

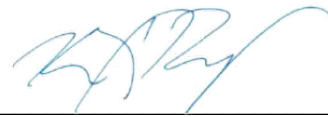
\_\_\_\_\_  
Dionne Mack  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Oscar Gomez  
Assistant City Attorney

  
\_\_\_\_\_  
Sasho Andonoski, Director  
Office of Management and Budget

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Karina Brasgalla, Director  
Economic & International Development

**CONTRACTOR:**  
**DT CONSULTING, LLC, a Texas limited**  
**liability company**

  
\_\_\_\_\_  
David Torres, Managing Member

## **Exhibit A**

### **SCOPE OF SERVICES and COMPENSATION**



July 21, 2025

Karina Bragalla  
Director  
Economic & International Development  
City of El Paso, Texas  
123 W. Mills Ave. Suite 101  
El Paso, Texas 79901

RE: Professional Services

Proposal Dear Ms. Bragalla,

I am pleased to submit this proposal on behalf of DT CONSULTING LLC to assist THE City of El Paso with its economic development goals, specifically related but not limited to revitalizing the downtown core, development of new industries e.g., "Youth Sports Tourism" or enhancing business attraction and retention efforts.

With 23 years of experience in private (electric utility) and public (water utility, budgeting, and economic development), DT Consulting LLC specializes in providing strategic, data-driven solutions to help communities like yours foster sustainable economic growth while minimizing financial pressures to residents. Our single member, locally, minority business brings extensive experience in market analysis, community engagement, business development, workforce alignment, and implementation planning.

Our proposed scope of services includes:

- Revitalization of downtown core
- Infill Development
- Development of new industries
- Business attraction and retention
- TIRZ Financial Reports
- Fund Balance Analysis
- Economic Assessment and Market Analysis
- Budget Revenue and Expenditure Analysis and Forecasting
- Other Economic Development tasks

DT Consulting LLC looks forward to working with you and your staff on various economic development projects and tasks. The Director of Economic and International Development and/or CFO will be our point of contact and/or his/her designee. The point of contact will review progress and give input and direction on our work. Conducting a comprehensive economic and demographic assessment.

### ***Scope of Service and Tasks***

Summarized below is the proposed scope of services and task DT Consulting LLC will perform for the City of El Paso over the term of this agreement.

#### **1. Revitalization of Downtown Core**

- a. Task 1 – Review Downtown Development Incentive applications
- b. Task 2 – Conduct financial and proforma analysis
- c. Task 3 – Create incentive package
- d. Task 4 – Review, revise, or development of Public Facility Corporation policy
- e. Task 5 – Develop a Public Facility Corporation Strategic Plan including:
  - i. Vision, goals, and guiding principles
  - ii. Action steps and responsible parties
  - iii. Cost estimates and funding sources
  - iv. Priority timelines (short-, mid-, and long-term)
  - v. Metrics for success and progress tracking

#### **2. Infill Development**

- a. Task 1 – Review Infill Development Incentive applications
- b. Task 2 – Conduct financial and proforma analysis
- c. Task 3 – Create incentive package
- d. Task 4 – Review, revise, or development of INFILL/TOD policies

#### **3. Development of New Industries**

- a. Task 1 – Review feasibility study on Youth Sports Tourism Industry
- b. Task 2 – Develop financial plan for “Project 99 Skubal”
- c. Task 3 – Provide long-term financial forecast for “Project 99 Skubal”
- d. Task 4 – Provide recommendations for development plan

#### **4. Business attraction and retention**

- a. Task 1 – Review “Special” Business attraction and retention incentive applications
- b. Task 2 – Conduct financial and proforma analysis
- c. Task 3 – Create incentive package
- d. Task 4 – Identify target industries based on local assets and regional competitiveness, develop marketing messaging and a pitch toolkit to attract new investment, and advise on land use relevant to attraction efforts

#### **5. TIRZ Financial Quarterly and Annual Reports**

- a. Task 1 – Create and analyze TIRZ quarterly financial reports
- b. Task 2 – Develop 5-Year Revenue, Expense, and Fund Balances forecasts on TIRZ funds
- c. Task 3 – Present Quarterly Financial Report to the TIRZ 5 Board of Directors
- d. Task 4 – Create Annual TIRZ Financial Reports to be submitted to the Office of Comptroller of the State of Texas

#### **6. Fund Balance Analysis**

- a. Task 1 – Develop 5-Year Revenue, Expense and Fund Balance forecast on Economic Development funds.

**7. Economic Assessment and Market Analysis**

- a. Task 1 - Conduct a baseline economic assessment, including demographics, workforce, industry composition, and business climate.
- b. Task 2 – Analyze regional trends, opportunities, and challenges impacting economic growth.
- c. Task 3 – Prepare a SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis of the local economy

**8. Budget Revenue and Expenditure Analysis and Forecasting**

- a. Task 1 – Generate and evaluate short and long-term revenue and expense forecasts
- b. Task 2 – Evaluate and develop new revenue streams
- c. Task 3 – Evaluate economic trends and analysis political impacts on City revenues

**9. Other Economic Development tasks**

- a. Task 1 – Any additional analysis for Economic Development not defined in the tasks listed above
- b. Task 2 – Any additional analysis for other City Departments at the discretion of the Director of Economic and International Development and/or CFO

***Term of Agreement***

This Agreement shall commence once approved by City Council and will terminate in twenty-four (24) months. Before or upon expiration, this agreement may be extended for an additional twenty-four (24) months.

***Termination of the Agreement***

Client at any time may terminate this Agreement for any reason upon sixty (60) days written notice to DT Consulting LLC. At that point DT Consulting LLC, will cease any and all work upon receipt of such notice, unless otherwise directed in the notice and the Client shall be responsible for the payment of the fees pursuant to this agreement through the date of such termination.

***Compensation***

Client shall pay DT Consulting LLC a total not-to-exceed amount of \$250,000 over the twenty-four (24) months. Invoices shall be submitted monthly and include a description of services rendered. Payment shall be made within thirty (30) days of receipt

Services shall be billed on an hourly basis unless a fixed fee or other method of compensation is mutually agreed upon. Our current hourly rates are:

<u>Classification</u>	<u>Hourly Billing Rate</u>
David Torres	\$150.00

***Confidentiality***

Consultant shall keep all non-public information received during the performance of this Agreement confidential and shall not disclose such information to any third party without prior



written consent of the Client.

***Insurance***

DT Consulting LLC will provide proof of comprehensive general liability and professional liability insurance (including errors and omissions).

- A. Comprehensive general liability insurance, with minimum limits of \$2,000,000.00 each occurrence and \$4,000,000.00 in aggregate; and
- B. Professional liability insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and excess/umbrella liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate to client; and
- C. Comprehensive automobile liability insurance, with minimum limits of \$1,000,000.00 combined single limit each occurrence.

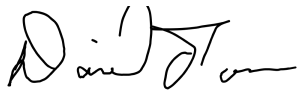
***Authorization to Proceed***

DT Consulting LLC looks forward to working with you and helping the City of El Paso achieve its short and long-term Economic Development Strategic goals. Your signature below and the return electronic copy to us for our file will confirm your approval and authorize us to proceed.

If you have any questions or concerns please do not hesitate to contact me at (915) 217-6837.

Thank you for considering DT Consulting LLC.

Sincerely,

A handwritten signature in black ink, appearing to read "David Torres". The signature is fluid and cursive, with the first name "David" and last name "Torres" clearly distinguishable.

David Torres,  
Managing Member

If this agreement meets with your approval, please sign and return one executed copy to our office as notice to proceed.

AGREED TO AND ACCEPTED BY:

City of El Paso, Texas

By: \_\_\_\_\_

Date: \_\_\_\_\_