

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

**AGENDA DATE:** 7/30/2024

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME  
AND PHONE NUMBER:** Yvette Hernandez, P.E., City Engineer  
(915) 212-0065

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** 4: Enhance El Paso's Quality of Life Through Recreational, Cultural and Educational Environments

**SUBGOAL** N/A

**SUBJECT:**

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Via Partnership, a Missouri, USA, Foreign Limited Liability Partnership (LLP), for the development of a ten-year Public Art Master Plan for the Museums and Cultural Affairs Department and Public Art Program, for a total contract amount not to exceed \$100,000.00 and a term of one year. Further, that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

**BACKGROUND / DISCUSSION:**

This contract is for the 2024 Public Art Master Plan which will be a 10-year plan to provide strategic direction of the Public Art Program and City Council on the expansion of public art and its impact on the cultural and visual landscape of the City of El Paso from 2024-2034. The 2024 Public Art Plan will be a strategic document with policy, financing strategies, maintenance plan recommendations, and program development recommendations to guide the implementation of the City's public art program in alignment with its Mission, Vision, and Values.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

\$100,000 – 4005 Public Art

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

**PRIMARY DEPARTMENT:** Museums and Cultural Affairs Department

**SECONDARY DEPARTMENT:** Capital Improvement Department

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

**DEPARTMENT HEAD:**

*Yvette Hernandez*

**Yvette Hernandez, P.E., City Engineer**

## 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 Professional Services by and between the City of El Paso and Via Partnership, a Missouri, USA, Foreign Limited Liability Partnership (LLP), for the development of a ten-year Public Art Master Plan for the Museums and Cultural Affairs Department and Public Art Program, for a total contract amount not to exceed \$100,000.00 and a term of one year. Further, that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

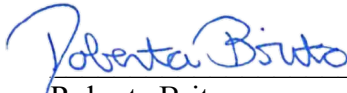
### CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser, Mayor

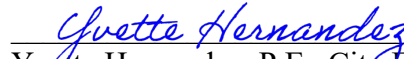
### ATTEST:

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

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Yvette Hernandez, P.E., City Engineer  
Capital Improvement Department



CITY OF EL PASO  
CAPITAL IMPROVEMENT DEPARTMENT  
218 N. CAMPBELL, 2ND FLOOR  
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORESHEET SUMMARY		
SOLICITATION #2024-0488R		
PUBLIC ART MASTER PLAN FOR MCAD AND PUBLIC ART PROGRAM		
CONSULTANT	DESIGNING LOCAL	VIA PARTNERSHIP
Rater 1	73	75
Rater 2	74	74
Rater 3	75	80
Total Rater Scores	222	229
References	19.6	19.9
Overall Score:	241.6	248.9

Rankings	Consultant
1	VIA PARTNERSHIP
2	DESIGNING LOCAL

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

**AN AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement is made this by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (the “**City**”), and Via Partnership, LLP, a Missouri, USA, Foreign Limited Liability Partnership (LLP), authorized to transact business in Texas (the “**Consultant**”).

**WHEREAS**, the City intends to engage the Consultant to perform professional services for the project known as “Public Art Master Plan for the Museums and Cultural Affairs Department and Public Art Program”, hereinafter referred to as the “Project”, as further described in Attachment “A”; and

**WHEREAS**, Consultant has been selected to perform such services as required by the City, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinance.

**NOW, THEREFORE**, for the consideration set forth in this Agreement and its attachments, the City and Consultant agree as follows:

1. **ATTACHMENTS**. The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Work
Attachment “B”	Consultant’s Cost Proposal / Payment Schedule
Attachment “C”	Insurance Certificate

2. **SCOPE OF SERVICES**. The Consultant hereby agrees to perform the services described and as described in Attachment “A” (“Services”). Consultant will provide everything needed to perform the Services, including but not limited to all labor, materials, tools, vehicles, expertise, assistance, and time. If there are any conflicts between Attachment “A” and this Agreement, the Agreement prevails.

3. **EFFECTIVE DATE; TERM**.

The term of this Agreement will commence on the Effective Date and will terminate one year from the Effective Date, unless terminated sooner as allowed under this Agreement. For purposes of this Agreement, the Effective Date is the date when the El Paso City Council approves this Agreement.

4. **COMPENSATION AND METHOD OF PAYMENT**. The Consultant shall be paid a total amount not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the Services performed under this Agreement.

4.1 Consultant's Invoices. The Consultant shall be paid for each phase of work as set forth in Attachment "B" and in accordance with the amount specified for each phase as set forth in Attachment "B". For avoidance of doubt, the phases and payment amounts are as follows:

PHASE	AMOUNT
1. Project Organization and Mobilization	\$ 8,300.00
2. Research and Analysis	\$ 17,100.00
3. Outreach and Engagement	\$ 20,975.00
4. Vision, Mission, Opportunities	\$ 13,500.00
5. Technical Recommendations	\$ 16,975.00
6. Full Plan Development	\$ 23,150.00

Payment for each phase shall be made as a lump sum payment upon the completion of said phase. Consultant shall invoice the City for payment upon completion of each phase.

4.2 Description of Invoices. Each invoice shall contain a brief summary, indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

4.3 Payment of Invoices. The City agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the City may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

4.4 Costs not enumerated. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the City or otherwise paid by the City, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

5. LOCATION OF PERFORMANCE. The Consultant shall perform the 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.

6. INDEPENDENT CONSULTANT 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 Consultant incurred in the performance of this Agreement unless otherwise herein authorized. The City will provide no fringe benefits to the Consultant. Views expressed by the Consultant under this Agreement shall be considered Consultant's views and a representation, or the expressed views of, or on behalf of, the City.

7. INDEMNIFICATION OF THE CITY. BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, AND CITY'S DIRECTORS, OFFICERS, AGENTS, AND

**EMPLOYEES, FROM ANY AND ALL CLAIMS FOR COPYRIGHT INFRINGEMENT, THIRD PARTY INTELLECTUAL PROPERTY RIGHT INFRINGEMENTS, INJURIES OR DAMAGES TO PERSONS OR PROPERTY (INCLUDING DEATH) ALLEGED TO HAVE BEEN RECEIVED OR SUFFERED AS A RESULT OF OR ARISING OUT OF THE OPERATIONS OF THE CONSULTANT OR ITS AGENTS, SUBCONSULTANTS, CONSULTANTS AND EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT. THE CONSULTANT REPRESENTS AND WARRANTS THAT THE CONSULTANT IS SUFFICIENTLY PREPARED AND TRAINED TO PERFORM THE SERVICES PROVIDED UNDER THIS AGREEMENT. THE CONSULTANT RELEASES THE CITY FROM ANY LIABILITY REGARDING ANY INJURIES, DEATH, OR PROPERTY DAMAGE SUSTAINED BY THE CONSULTANT IN THE PERFORMANCE OF THE SERVICES, REGARDLESS OF WHETHER SUCH INJURY OR PROPERTY DAMAGE ARISES OUT OF THE NEGLIGENCE OR FAULT OF THE CITY, CITY EMPLOYEES, CITY AGENTS, OR CITY OFFICERS.**

8. INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in Attachment “C”. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the City. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

8.1 Workers’ Compensation Insurance. The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

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

8.2 Commercial Liability, Property Damage Liability and Automobile Liability Insurance. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverage shall be as follows:

a) Commercial General Liability

\$1,000,000.00 Per Occurrence  
\$1,000,000.00 Products/Completed Operations  
\$1,000,000.00 Personal and Advertising Injury

b) Automobile Liability

**Combined Single Limit**

\$1,000,000.00 per accident

8.3 Professional Liability Insurance. The Consultant shall procure and shall maintain, at Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.

8.4 City as Additional Insured. The City shall be named as an Additional Insured on all the Consultant's Insurance Policies, with the exception of the Workers' Compensation and Professional Liability Insurance required by this Agreement.

8.5 Proof of Insurance. The Consultant shall furnish the City Engineer with certificates showing the type 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 the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

8.6 General Insurance Provisions. All certificates required herein shall be attached hereto and incorporated for all purposes as Attachment "C". All certificates shall also include the name of the project on the corresponding insurance certificate.

9. NOTICE. Any notices required under this Agreement shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

CITY: City of El Paso  
Attn: City Manager  
P.O. Box 1890  
El Paso, Texas 79950-1890

City of El Paso  
Attn: City Engineer  
P.O. Box 1890  
El Paso, Texas 79950-1890

CONSULTANT: VIA PARTNERSHIP, LLP  
Attn: Meridith McKinley  
6677 Delmar Boulevard, Suite 200  
St. Louis, Missouri 63130

10. 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.

11. TERMINATION. This Agreement may be terminated as provided herein.

11.1 Termination by City. It is mutually understood and agreed by the Consultant and City that the City may terminate this Agreement, in whole or in part, for the convenience of the City, upon fourteen (14) consecutive calendar days' written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and any reimbursable expenses incurred prior to the City's notice of termination. City shall compensate Consultant in accordance with this Agreement; however, the City may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant 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.

11.2 Termination by Either Party. It is further understood and agreed by the Consultant and City that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of seven (7) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the City retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules, or regulations that relate to the performance of this Agreement. In the event of termination by the City pursuant to his subsection, the City may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the City is determined.

11.3 Termination for Failure to Comply with Subchapter J, Chapter 552, Government Code. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Consultant or vendor agrees that he Contract can be terminated if the consultant or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

12. LAW GOVERNING AGREEMENT/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.

13. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable federal and state statutes, ordinances, administrative orders, rules or regulations, in addition to any local laws or ordinances relating to its activities and performance under this contract and shall procure all licenses and pay all fees or other charges as required, if applicable.

14. ASSIGNMENT. This Agreement does not grant Consultant the right to transfer its respective rights and duties under this Agreement without prior written consent of the City as applicable.

15. 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.

16. SEVERABILITY. All agreements, covenants or provisions contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as though such invalid agreement, covenant or provision was not contained herein.

17. CAPTIONS. The captions of various sections of the Agreement are for convenience of reference only, and shall not alter the terms and conditions of this Agreement.

18. AUTHORITY TO CONTRACT. The person signing this document on behalf of Consultant warrants that he or she has been duly authorized to sign this Agreement on behalf of Consultant and to bind the organization, its officers, agents and employees.

19. COMPLETE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Consultant for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

20. REPRESENTATION AND WARRANTIES. The Consultant makes the following representations and warranties to the City as of the Effective Date:

- a. The Consultant represents and warrants to the City that the Consultant has all required licenses, permits, and expertise to perform the Services.
- b. The person signing this Agreement on behalf of the Consultant has the authority to sign this Agreement on behalf of the Consultant.

*[Signature page to follow]*

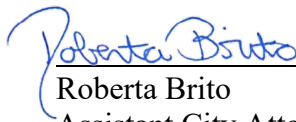
**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**

CITY OF EL PASO

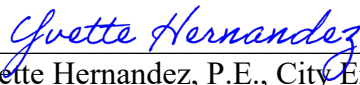
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Cary Westin  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Yvette Hernandez, P.E., City Engineer  
Capital Improvement Department

*(Signatures continue on following page.)*

**CONSULTANT:**

VIA PARTNERSHIP, LLP

By: Meridith McKinley  
Name: Meridith McKinley  
Title: Project Manager

**ACKNOWLEDGEMENT**

THE STATE OF Missouri §

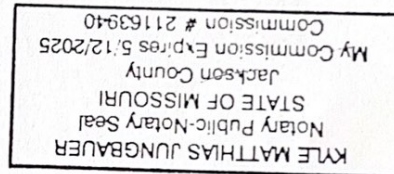
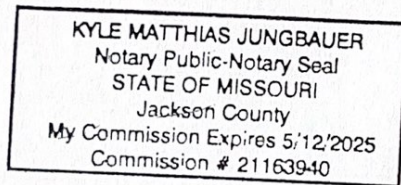
COUNTY OF St Louis §

This instrument was acknowledged before me on this 15<sup>th</sup> day of July, 2024, by  
Meridith McKinley, Project Manager, on behalf of Consultant.

[Signature]  
Notary Public, State of Missouri

My commission expires:

5/12/2025



**ATTACHMENT A**  
**SCOPE OF WORK**

## **ATTACHMENT “A” SCOPE OF WORK**

The City of El Paso, Texas is seeking service of a qualified consultant with expertise in conducting the following services to the satisfaction of the City’s Museums and Cultural Affairs Department and Public Art Program.

Conduct an analysis and formulate responses to the following:

- Successes/challenges of the Public Art Program over the past 10 years considering community relations, artists, policy makers, quality of collection.
- Flexibility of the program in meeting City and departmental goals.
- Evaluate the current development/design/art review processes and make recommendations for improved and streamlined public policies and procedures for permanent public artworks.
- Create an administrative and financial structure to efficiently and effectively facilitate multi-departmental and multi-agency public art partnerships.
- Include an educational component to reinforce the value of public art in the public realm for all ages and cultures.
- Define the context for public art in the City of El Paso considering factors such as architecture, demographics, natural features, cultural history.
- Review and include an analysis of existing 2014 Public Art Master Plan along with other City Master Plans and ensure goals and policies align to achieve short-term and long-term goals.
- Include plan implementation milestones for the next ten years, to include the following:
  - Collection Management System
  - Conservation and maintenance program
  - Public Art Program Staffing
  - Public Art Program Marketing and Communications
  - Public Art Audit Recommendations Implementation
  - Opportunities to incorporate public art into the City’s Strategic Plan and key development initiatives

### **PUBLIC MEETINGS AND PRESENTATIONS**

The consultant will be responsible for preparing updates for the City monthly as well as a final presentation of the 2024 Public Art Master Plan for approval by City Council. The consultant will take a lead role in all public meetings and hearings. The consultant should expect City staff to be available in a supporting role during this period of performance: to begin upon award and end once 2024 Public Art Master Plan is approved by City Council.

A combination of virtual and in person meetings to include but not limited to:

- District community meetings (minimum 8, maximum 9)
- Stakeholder meetings (minimum 3, maximum 4)
- Public Art Committee (minimum 1, maximum 2)
- Museums and Cultural Affairs Advisory Board (minimum 1, maximum 2)
- City Council (minimum 2, maximum 3)
- Any virtual meetings with Public Art staff consultant deem necessary



## **THE CITY’S ROLE**

The City of El Paso’s Public Art Program staff will play an active role in the development of the 2024 Public Art Master Plan development, the consultant should include time for meetings and work sessions with City staff regarding priorities. Staff intends to work closely with the consultant in the preparation of the 2024 Public Art Master Plan to ensure that the consultant is provided with a constant source of City input and that the document evolves based upon the public meetings and City policies. Staff will work with the documents long after their preparation and adoption and therefore must have a high level of familiarity and understanding.

## **CONSULTANT’S RESPONSIBILITIES**

1. Prepare and submit a detailed schedule outlining milestones, dates, and assignment of responsibilities (City or Consultant). Schedule shall include deliverables of Initial Draft, Semi-Final Draft, and Final Draft- allowing City staff 2 weeks for review of each portion.
2. Confirm receipt of comments and notify City staff if clarifications or additional information is needed.
3. Notify City staff on any meetings 10 business days in advance, City staff will make a good faith effort to be fully available during the period of performance.

## **CITY’S RESPONSIBILITIES**

1. Review of Initial, Semi-Final, and Final Drafts
2. Confirm receipt of deliverables.
3. Review and provide a consolidated set of comments for each deliverable within two weeks, answering to clarification requests within 2 business days.

Make all its resources available to consultant during the period of performance.

## **REVIEW OF INITIAL, SEMI-FINAL, AND FINAL DRAFTS**

The City of El Paso has high expectations regarding the quality of the work that will be produced by the consultant. As the consultant is ready to submit drafts to the City, the following review process should be anticipated:

Consultant submits a draft during week specified in schedule.

City staff reviews the draft and provides a consolidated set of comments within two weeks.

Consultant revises the comments and requests written clarification if needed (within one week of receiving comments).



**MAJOR DELIVERABLES AND SCHEDULE:**

Joint	Remote Kick-off Meeting	Week 1
Consultant	Research, Evaluation, and Outreach	Week 2 to Week 6
Consultant	Preparation of Initial Draft	Week 6 to Week 10
Consultant	Submittal of Initial Draft	Week 10
Owner	Review of Initial Draft	Week 11 to Week 13
Consultant	Preparation of Semi-Final Draft	Week 13 to Week 15
Consultant	Submittal of Semi-Final Draft	Week 15
Owner	Review of Semi-Final Draft	Week 16 to Week 18
Consultant	Preparation of Final Draft	Week 18 to Week 20
Consultant	Submittal of Final Draft	Week 20
Owner	Review of Final Draft	Week 21 to Week 23
Joint	Completion of 2024 Public Art Master Plan	Week 24



**ATTACHMENT B**  
**CONSULTANT'S FEE PROPOSAL AND HOURLY RATES**

# CITY OF EL PASO PUBLIC ART MASTER PLAN

## Via Partnership, LLP

### Cost Proposal / Payment Schedule

Via Partnership, LLP will invoice the following upon completion of each phase of work as outlined in our scope of services.

PHASE	AMOUNT
1. Project Organization and Mobilization	\$ 8,300.00
2. Research and Analysis	\$ 17,100.00
3. Outreach and Engagement	\$ 20,975.00
4. Vision, Mission, Opportunities	\$ 13,500.00
5. Technical Recommendations	\$ 16,975.00
6. Full Plan Development	\$ 23,150.00
Total	\$ 100,000.00

**CITY OF EL PASO PUBLIC ART MASTER PLAN**  
**Via Partnership, LLP**  
**Rate Schedule**

Meridith McKinley, Partner, Via Partnership, LLP	\$140/hour
Aliza Schiff, Associate, Via Partnership, LLP	\$75/hour
Todd Bressi	\$150/hour
Kerry Doyle	\$125/hour

**ATTACHMENT C**  
**INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/05/2024

PRODUCER Insurance Concepts of St. Louis 1231 Horan, Ste 200 Fenton, MO 63026	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED  Via Partnership, LLP P.O. Box 23167 St. Louis, MO 63156	INSURER A: The Hartford	
	INSURER B: USLI	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	84 SBA BD 6618 SA  Primary and non-contributory	02/10/2024	02/10/2025	EACH OCCURRENCE \$ 2,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000				
		MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$ INC				
		GENERAL AGGREGATE \$ 4,000,000			PRODUCTS - COMP/OP AGG \$ 4,000,000	
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	84 SBA BD 6618 SA  Primary and non-contributory	02/10/2024	02/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
						\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	NOT REQUIRED BY THE STATE OF MISSOURI			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		E.L. EACH ACCIDENT \$				
		E.L. DISEASE - EA EMPLOYEE \$				
		E.L. DISEASE - POLICY LIMIT \$				
A		<b>OTHER</b> Contractural/Cross Liability	84 SBA BD6618 SA	02/10/2024	02/10/2025	Limit: \$500,000
B		Professional Liability	SP 1558974	03/09/2024	03/09/2025	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

AND ADDITIONAL INSURED:  City of El Paso 300 N. Campbell St., 1st fl El Paso, Texas 79901	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE William C. Winzerling
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