

RESOLUTION

WHEREAS, on March 11, 2021, the federal government enacted the American Rescue Plan Act (“ARPA”), which established the Coronavirus State Fiscal Relief Fund & Coronavirus Local Fiscal Relief Fund (“CSLFRF”) and appropriated \$150 billion to the Fund to be used to address the economic fallout caused by the COVID-19 pandemic; and

WHEREAS, the City is a recipient of \$154,365,135 under the ARPA funding grant; and

WHEREAS, on May 9, 2022 the City Council appropriated ARPA funds to be used by the City in accordance with the requirements stipulated by the CSLFRF, ARPA and federal guidelines; and

WHEREAS, the City desires to enter into a Subrecipient Agreement with **PIONEERS 21 INC.**, a Texas 501(c)(3) tax-exempt, non-profit corporation, whereby PIONEERS 21, Inc., will provide Digital Solutions for El Paso Businesses and Startups, Website Development, Digital Marketing Series for Entrepreneurs, UTEP Internships and Mija Pioneers; and

WHEREAS, the City’s expenditure under this Agreement is, in the reasonable judgement of the City Council, a necessary expenditure incurred due to the public health emergency with respect to COVID–19, and which was not accounted for in the budget most recently approved as of the date of enactment of this section for the City; and

WHEREAS, the City’s expenditure under this Subrecipient Agreement is related to the provision of grants to address business interruptions to affected small businesses caused by the ramifications of the COVID-19 pandemic.

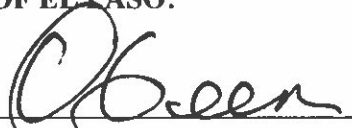
[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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

That the City Manager be authorized to execute a Subrecipient Agreement by and between the **City of El Paso** and the **PIONEERS 21 INC.**, a Texas 501(c)(3) tax-exempt, non-profit corporation, to provide Digital Solutions for El Paso Businesses and Startups, Website Development, Digital Marketing Series for Entrepreneurs, UTEP Internships and Mija Pioneers, for an amount not to exceed \$650,000.

APPROVED this 12th day of September, 2023

CITY OF EL PASO:



Oscar Leeser
Mayor

ATTEST:



Laura Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth K. Triggs, Director
Economic & International Development

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

SUB-RECIPIENT AGREEMENT
[ARPA – Economic Impacts]

This Sub-Recipient Agreement (“**Agreement**”) is made this 12th day of September, 2023 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**CITY**”, and **Pioneers 21, INC.**, a **501(c)(3) tax-exempt, non-profit corporation** authorized to do business in Texas (“**Sub-Recipient**” or “**Contractor**”).

RECITALS

WHEREAS, on May 9th, 2022, the City Council appropriated ARPA funds to be used by the City in accordance with the requirements stipulated by the CSLFRF, ARPA and federal guidelines; and

WHEREAS such funding may be used to provide loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees and mortgage, rent, utility, and other operating costs; and technical assistance, counseling, or other services to support business planning; or other assistance as identified in the Final Rule to support impacted and disproportionately impacted small businesses; and

WHEREAS the CITY intends to engage the Sub-Recipient to provide Digital Solutions for El Paso Businesses and Startups, Website Development, Digital Marketing Series for Entrepreneurs, UTEP Internships and Mija Pioneers, hereinafter referred to as the “**Scope of Work**” or “**Project**”, as further described in **Attachment “A”**; and

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the CITY and Sub-Recipient agree as follows:

ARTICLE I. ATTACHMENTS

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

Attachment “A”	Scope of Work (Project)
Attachment “B”	Budget
Attachment “C”	Insurance Certificates / Certifications
Attachment “D”	Additional Terms & Conditions (ARPA)

ARTICLE II. PROJECT

2.1 The CITY hereby agrees to retain the Sub-Recipient and the Sub-Recipient agrees to perform the services contemplated in the for the Project. The Project shall consist of the Sub-Recipient’s completion of the Scope of Services as further described in **Attachment “A”**.

2.2 During the term of this Agreement, Sub-Recipient will establish a contractual obligation to provide support services, as reasonably needed, at a business support center to be identified by CITY. Said business support center will be located within the geographic boundaries of the City of El Paso.

Sub-Recipient acknowledges that they will not be the exclusive support services provider; but will cooperate and support the CITY's efforts at the business support center through the Sub-Recipient's participation and providing various metrics as may be requested by the City.

ARTICLE III. SUB-RECIPIENT FEES AND PROJECT BUDGET

3.1 PAYMENT TO SUB-RECIPIENT. The CITY shall pay to the Sub-Recipient an amount not to exceed **\$650,000** for all services and reimbursables performed pursuant to this Agreement.

The parties agree and understand that all fees and compensation to the Sub-Recipient shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Budget attached to this Agreement as **Attachment "B"**.

3.2 SUB-RECIPIENT'S SERVICES. The Services to be provided by the Sub-Recipient for this Agreement are attached hereto as **Attachment "A"**.

3.3 SUB-RECIPIENT'S INVOICES. The Sub-Recipient shall bill the CITY not more often than monthly, through written invoices. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Sub-Recipient, the current invoiced amount and the amount billed to date.

3.3.2 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 Sub-Recipient, withhold payment to the Sub-Recipient for the amount in dispute only, until such time as the exact amount of the disputed amount due the Sub-Recipient is determined. The total amount paid to Sub-Recipient shall not exceed Sub-Recipient's fee proposal, except by written amendment to this Agreement, executed by both parties.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov**

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the execution by all parties to this Agreement. The Sub-Recipient shall complete the requested services in accordance with the timeline(s) and schedule(s) outlined in **Attachment "A"**.

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

4.2.1 TERMINATION BY CITY. It is mutually understood and agreed by the Sub-Recipient 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 Sub-Recipient shall cease the performance of services under this Agreement. Upon such termination, the Sub-Recipient shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the CITY's notice of termination. CITY shall compensate Sub-Recipient in accordance with this Agreement; however, the CITY may withhold any payment to the Sub-Recipient that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Sub-Recipient 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.

4.2.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Sub-Recipient 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 Sub-Recipient 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 this subsection, the CITY may withhold payments to the Sub-Recipient for the purpose of setoff until such time as the exact amount due the Sub-Recipient from the CITY is determined.

4.2.3 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. Sub-Recipient agrees that the Contract can be terminated if the Sub-Recipient or any of its vendor(s) knowingly or intentionally fails to comply with a requirement of that subchapter.

4.2.4 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.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Sub-Recipient shall procure and maintain insurance coverage as required herein and attached in **Attachment "C"**. Sub-Recipient shall not commence work under this Agreement until the Sub-Recipient has obtained the required insurance and such insurance has been approved by the CITY. The Sub-Recipient 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.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Sub-Recipient shall procure and shall maintain during the life of this Agreement Workers' Compensation Insurance as required by applicable Texas law for all of the Sub-Recipient's employees to be engaged in work under this Agreement. The Sub-Recipient 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."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Sub-Recipient 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 Sub-Recipient and the Sub-Recipient'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 Sub-Recipient or by anyone directly or indirectly employed by the Sub-Recipient. The minimum limits of liability and coverages 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

5.1.3 OWNER AS ADDITIONAL INSURED. The CITY shall be named as an Additional Insured on all of the Sub-Recipient's Insurance Policies, with the exception of Workers' Compensation required by this Agreement.

5.1.4 PROOF OF INSURANCE. The Sub-Recipient shall furnish 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.

5.1.5 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.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND CITY, AND CITY'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF CONSULTANTS, SUBCONSULTANTS, VENDORS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR

RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR, VENDOR, OR SUPPLIER COMMITTED BY SUB-RECIPIENT OR SUB-RECIPIENT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE SUB-RECIPIENT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

TO THE EXTENT ALLOWED BY STATE LAW, THE CITY WILL BE RESPONSIBLE FOR ITS OWN ACTIONS.

ARTICLE VI. GENERAL PROVISIONS

6.1 CONTRACT TIME. Sub-Recipient understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "A"**.

6.2 ADDITIONAL TERMS AND CONDITIONS (ARPA). Sub-recipient agrees to comply and adhere to all terms and conditions associated with the CITY's receipt of ARPA funds. For Sub-recipient's ease of reference links and references to the additional Terms and Conditions are attached to this Agreement as **Attachment D**.

6.3 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the concepts, design, and other documents prepared by the Sub-Recipient for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the CITY, who shall be vested with all common law and statutory rights. The CITY shall have the right to the use of the documents; provided however the Sub-Recipient shall have no liability for any use of one or more of the Instruments of Service by the CITY. The CITY shall have the consent of the Sub-Recipient, provided, however, the Sub-Recipient shall have no liability or responsibility for such use of the concepts, design, and other documents. The rights granted to the CITY herein for the use of the documents for additional projects shall not grant the CITY any right to hold the Sub-Recipient responsible for any subsequent use of the documents. The Sub-Recipient shall provide the CITY with copies of the Instruments of Service in both electronic form and in hard copy.

6.4 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Sub-Recipient's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the CITY in connection with the Sub-Recipient's work on this Project for the CITY and shall be open to inspection and subject to audit and/or reproduction by CITY's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Sub-Recipient's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Sub-Recipient's records have been generated from computerized data, Sub-

To the Sub-Recipient:

Laura P. Buttor
Executive Director
Pioneers 21

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov**

6.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

6.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY:
CITY OF EL PASO:



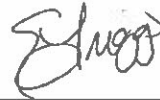
Cary Westin
Interim City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. González
Senior Assistant City Attorney



Elizabeth Triggs
Director,
Economic and International Development

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 12th day of SEPT., 2023, by Tracey Jerome for:

Cary Westin, as Interim City Manager of the City of El Paso, Texas.



Notary Public, State of Texas

My commission expires: 06 / 04 / 2026

(Signatures continue on the following page)

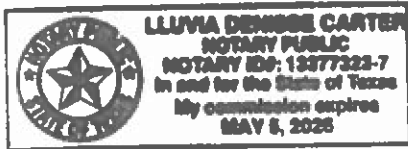
SUB-RECIPIENT:
Pioneers 21, Inc.

By: Laura P. Butler
Name: Laura P. Butler
Title: Executive Director

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 15 day of August, 2023
by Laura P. Butler, as Executive Director of Pioneers 21, Inc.



Lluvia Denisse Carter
Notary Public, State of Texas

My commission expires: 05/08/26

ATTACHMENT "A"

SCOPE OF WORK

SCOPE OF WORK

Program Name: Digital Solutions for El Paso Businesses and Startups: Pioneers 21 Website Development, Digital Marketing Series for Entrepreneurs, UTEP Internships and Mija Pioneers for 2023-2025

Subrecipient: Pioneers 21

AUTHORIZED SIGNER FOR ORGANIZATION: Laura P. Butler, Executive Director

SUBRECIPIENT ADDRESS: 500 W Overland Ave Suite #220 El Paso, TX 79901

PROJECT PERIOD

SERVICE PERIOD START: September 2023

SERVICE PERIOD END: Fall 2025

PROGRAM DESCRIPTION

Pioneers 21 will provide website development and e-commerce for businesses and startups, Digital Marketing Series for Entrepreneurs, Mija Pioneers youth leadership and entrepreneurship, and an internship program for UTEP Students to create opportunities for future leaders to connect with and learn from P21 ecosystem, mentors, entrepreneurs, P21 team on an ongoing basis for 2023-2025 via the incubator and entrepreneurship services that Pioneers 21 provides.

SITES & E-COMMERCE

PROBLEM STATEMENT SITES & E-COMMERCE

Sites & E-Commerce: According to the Hunt Institute, 90% of businesses that participated in their Broadband Gap survey have access to the internet. 90% of all entrepreneurs that need technical support request webpage and e-commerce support. Most entrepreneurs and longstanding business owners do not have the skillset and must contract out the work with costs as high as \$20,000-\$30,000. Our solution is that Pioneers 21 will create quality websites (76 landing pages and 60 e-commerce websites) and local hosting services to businesses. Offering e-commerce can benefit a business by lowering the cost of marketing strategies, reaching new markets, and making it easier to scale. According to Forbes, a business should look to have a webpage, sell online to increase revenue, connect to other audiences, and not leave money on the table. Throughout the two-year project period, Pioneers 21 will provide technical support to ensure the entrepreneurs have a successful launch website and e-commerce launch.

Sites & E-Commerce: The U.S. Census estimates that approximately 78,932 local businesses are currently registered with the county. According to the information that the HUNT Institute provided, 90% of business owners want technical support but don't have the skill set or the funds to pay for it. Depending on market trends, the problem may affect buyers and sellers.

Sites & E-Commerce: Gaps in internet access, lack of technical skills, and the need for online visibility as well as upgraded e-commerce support is impacting approximately 90% of all local firms. This problem has significant implications for improving sales strategies for El Paso business owners.

Sites & E-Commerce: P21 Digital solutions websites and ecommerce will differ by providing workshops for entrepreneurs on how to manage their websites in English and Spanish. The sites will be serviced and hosted locally that can be reached in-person and that has over 10 years experience working in the technology industry.

METHODOLOGY

Sites & E Commerce: We will create a percentage of web and e-commerce pages each quarter over the next 2 years. Offering will be on all marketing materials, social media, website and will be on a recurring newsletter that goes out to over 5k subscribers. In addition to this, we plan to add the offering to our P21 Venture Mentoring Service online application, workshops, and accelerator applications. Once we receive those applications, we will create a cohort of businesses, offer the service, meet with the business owners to assess needs of each business, then the cohort will attend a class on how to continue to build their e-commerce business. Web pages and e-commerce will be created based on business need and application trend. See goal chart on page 8.

Sites & E-Commerce: We want to generate more leads from marketing, networking events and create leads via applications by adding the offering along with the bilingual workshops in different areas of the city.

Time frame for achieving completion of goals is 24 months.

Locations where services or activities will occur: Pioneers 21, 500 West Overland Suite 220 or First floor depending on class size. Promotion of services will happen at events throughout the city over the course of 2 years.

METRICS/MILESTONES

Sites & E-Commerce: GOAL 1: Build Digital Solutions for El Paso Businesses and Startups: Pioneers 21 Website Development and e-commerce.

Objective: The plan is to **build 76 websites and 60 e-commerce** by EOY 2 of this agreement for El Paso businesses and startups to provide them with an online presence and the education for them to maintain the launch of their site. Further objectives are to support El Paso businesses expand customer base, reach new markets, improve customer loyalty, brand awareness, streamline operations, and reduce costs. In building websites and e-commerce, we will follow: Discovery, strategy, user experience, web development, content integration, quality assurance, deployment, and training. Each site may take a different amount of time depending on each client request.

Measurable Outcomes: 76 sites and 60 e-commerce. P21 will provide applications submitted by entrepreneurs that are interested in having a website built. P21 will team up with the City of El Paso and create selection criteria for the applications to ensure an equitable process. Once entrepreneurs, business owners, startups are selected, P21 will provide a summary of applicants for websites and e-commerce by quarter with progress for each one. See page 8 for year 1 and year 2 deliverables.

EVALUATION

Sites & E-commerce: Create marketing, events (Eventbrite & sign in sheets), track applicants (must apply via qualification application), track # of applicants and sites created.

Data for the program will be collected as users are served for the sites & ecommerce. Collecting performance data indicators will help:

- Improving precision in targeting better services
- Understanding business trends
- Improving decision-making (for program improvement etc..)
- Reducing errors
- Enhancing marketing efforts
- Improving business processes

P21 INTERNSHIPS

PROBLEM STATEMENT P21 INTERNSHIPS

P21 INTERNSHIPS Problem statement: Internship security for E-LEAD students is a problem. E-LEAD is a new degree under the College of Engineering that combines engineering knowledge, leadership theory, innovation skills, and an understanding of business. Since access to talent/job creation/talent pool pipeline is one of the critical needs of 100% of ventures at P21 and P21 also needs access to talent, we decided to pilot creating an internship program where students would learn from talented professionals, mentors and receive office, project, research, and entrepreneurial experience, and be ready for the workforce as they finish their 4 to 5-year degree plan at UTEP.

Internships: We determined the need by piloting internships and requests for talent from ventures. One of the most critical topics that concerns businesses is access to talent. Size of undergraduate engineering students 3766, 86% Hispanic. 79% male, 21% female. The number of applicants per internship position is usually high and we receive most applications from the student organization LEAD, that stands for Lead, Engineer, Advance, Develop. There are many students that want internships and experience that will catapult their resume to the next level. With Hispanic or Latinos receiving only 17.4% of internship across the nation and the El Paso student population being predominantly Hispanic or Latino, we see it fit to open positions for interns interested in learning about entrepreneurship. At P21, 60% of internships have gone to Hispanic/Latino women.

Internships: Over the past 2 years, P21 has created 5 internships through Job Mine, hired UTEP students part time and created volunteer opportunities where students can participate in the innovation and entrepreneurship experience that P21 has while also obtaining job skills. As time progressed, we created a partnership with E-LEAD, via the UTEP College of Engineering. Lead, Engineer, Advance, Develop. Since we have a partnership with both, we post the positions in in Job Mine and most of our candidates come from this group. The problem is that not all the engineering students have internships in major corporations, especially the lower grade level students. Having experience at a business incubator will help their higher education applications, land other internships, and make their resume extremely robust at an early age.

Internships: Our program stands out from all other regional initiatives because it creates jobs for local UTEP students that directly exposes them to office skills, professional training, entrepreneurship, research, and local business trends during their undergraduate studies. While, recognizing a lack of diversity in the startup world, as well as problems with limited access to capital and mentorship, P21 is adding this program and creating jobs. Success of the program is that out of the 5 interns in the past 2 years, 2 are still employed and are undergrads at UTEP, 1 earned an executive internship at Boeing in Seattle, Washington, 1 was accepted to law school, 1 graduated from the college of engineering and pursued becoming an entrepreneur.

METHODOLOGY

Internships: Use of Job Mine and sharing P21 calendar with LEAD student organization and other student organizations will help increase job applications although we have not had an issue with interest.

METRICS/MILESTONES

Internships GOAL:

- Explore career alternatives prior to graduation.
- Integrate theory and practice.
- Assess interests and abilities in their field of study.

- Learn to appreciate work and its function in the economy.
- Develop work habits and attitudes necessary for job success.
- Develop communication, interpersonal and other critical skills in the job interview process.
- Build a record of work experience.

Measurable outcomes:

- Post positions in Job Mine at UTEP
- Interview
- Hire 4 interns per year for one-year internships.

EVALUATION

Internships: maintain relationship with student organization, track # of students hired, survey and provide annual performance reviews, job applications, resumes, paychecks, Job mine postings

DIGITAL MARKETING FOR ENTREPRENEUR

PROBLEM STATEMENT DIGITAL MARKETING FOR ENTREPRENEUR

Name of Program: Digital Marketing Series for Entrepreneurs/or another name from the list of workshop names at the end.

Service Start: September 2023

Service End: August 2025

Program Description: The program incorporates a series of workshops designed to help entrepreneurs develop and grow their online presence through a holistic approach to marketing. Each series will be comprised of 4-6 workshops covering a range of topics related to online marketing and branding.

Problem Statement: Research shows that a large majority of Hispanic businesses in El Paso, TX and in the U.S. are lacking the digital marketing and technology skills necessary to compete in the current environment. During the pandemic, 30% of businesses closed due in part for their inability to shift online quickly and their lack of digital marketing implementation. Even prior to COVID, the City Accelerator conducted a survey of small businesses that showed marketing as one of the top training needs (Accelerate El Paso, 2020). According to Demographics Now, there are over 25,000 registered businesses in the El Paso, TX area, and many of those don't have a business plan, let alone a marketing plan. According to Search Engine Journal, 50% of small businesses don't have a marketing plan, and according to Media Valet, 45% of organizations don't have a digital marketing strategy to direct them.

This program aims to close the gap and provide the tools necessary for businesses to thrive in the current economic environment by helping them create an online brand that creates awareness, attracts leads and converts clients into long time customers.

This program was created based on researching hundreds of SMEs, and from experience teaching thousands of students and entrepreneurs. It is different in the sense that there must be a holistic approach to marketing, rather than working in just one area of marketing, all the components need to be integrated to create long-term success.

METHODOLOGY

A series of digital marketing workshops will follow a multidimensional approach, whereby entrepreneurs will learn how specific aspects of marketing fit into their overall goals. The workshops will start with a basic foundation of all types of digital marketing, followed by specific topics related to website development, content, SEO, social media, online ads, email marketing, and

mobile among other topics. The workshops will be provided in hybrid form in various locations in person and online. They will be provided twice a month, each lasting 1hr 30 minutes during afternoons or evenings.

Topics will include (6 in the fall and 6 in the spring)

- When Spirit and Marketing Mingle
- Your Soul Has a Brand-How to Create Your Digital Signature
- Spark the Connection to Your Soul Clients
- Sorting Through the Mud
- The World is Your Stage
- Creating a dynamite website
- Content is Queen
- Social Media is the New Spotlight
- The Light at the end of SEO
- Email as a Love Letter to Your Client
- Ads that Sizzle
- Hanging in Your Client's Pocket through Mobile

METRICS/MILESTONES

The goal of the series is to educate entrepreneurs on various aspects of marketing needed to be successful in their enterprises by teaching them how to think strategically, how to think holistically, where to find resources, and how to utilize techniques that work specifically for them. The goal is to train 100 businesses, or more, and to help them shift from being unaware, or basically informed, to helping them to evolve and become more sophisticated entrepreneurs. These entrepreneurs will be surveyed at the end of the workshop series and will be contacted a year later to see results in creating awareness, expanding sales and/or profit.

EVALUATION

The program will be evaluated through surveys at the beginning and end of the program to understand how much entrepreneurs gauge their new knowledge. Then, they will be reached a year later (or 6mos) after implementing techniques to assess results on their acquisition and retention of new clients.

BUDGET

Personnel includes one digital marketing trainer. Trainer is required to have an MBA, digital marketing experience, and teaching experience. This work will be contracted out.

Locations where services or activities will occur: Pioneers 21, 500 West Overland Suite 220 or First floor depending on class size. Promotion of services will happen at events throughout the city over the course of 2 years.

MIJA PIONEERS: EMPOWERING YOUNG WOMEN FOR SUCESSS

PROBLEM STATEMENT: MIJA PIONEERS: EMPOWERING YOUNG WOMEN FORSUCESS

Program Name: *Mija Pioneers: Empowering Young Women for Success*

Subrecipient: Mija, Yes you can.® Iris Lopez, Founder/Executive Director

SERVICE PERIOD START: Summer 2024

SERVICE PERIOD END: Fall 2025

PROGRAM DESCRIPTION: Career Development Program for School-Age Girls Focusing on Business, Entrepreneurship, Leadership Development And Mental Wellness.

Mija Pioneers will serve as a workshop for young women to provide them with the skills and knowledge they need to help them strive in the real world once they graduate high school and college.

This program is designed to allow young girls to learn from everyday business professionals who have dealt with challenges in their professional careers and have overcome them.

These business professionals will help in creating hands-on activities and presentations to provide tools and tips for young girls that we hope they will be able to take with them as they prepare for the real world. Mija Pioneers will also provide a focus on mental well-being to remind young women that they must take care of their mental health in order to be a strong leader for others.

PROBLEM STATEMENT: Through this program, Mija Pioneers will provide a space for young women to allow themselves to see a future in careers that are normally male dominated.

This program is aimed at educating young girls about the inequalities women face in the workforce and providing them with the proper education to tackle these inequalities when they are faced with them as a business professional.

According to data from the U.S. Census Bureau, as of 2020, Latina women earned approximately 55 to 60 cents for every dollar earned by white, non-Hispanic men. This significant gap illustrates the economic challenges Latina women encounter in the workforce.

This program will target young girls in our community, most of which are young Latina women. Latina women in the United States continue to face significant challenges related to the pay gap which include, but are not limited to the following:

1. Wage Disparities: Latina women experience a considerable pay gap compared to white, non-Hispanic men and women. On average, Latina women earn significantly less per hour than their male and non-Hispanic white female counterparts doing similar work.

2. Occupational Segregation: Latina women are often concentrated in certain industries or occupations, which may contribute to the wage gap. They may be underrepresented in higher-paying fields and overrepresented in lower-paying sectors, limiting their earning potential.

3. Educational Factors: Even with similar levels of education and experience, Latina women may still earn less than their male and non-Hispanic white counterparts. This phenomenon is known as the "education and experience gap" and highlights that other factors beyond education contribute to the pay disparity.

4. Language and Cultural Barriers: Language proficiency and cultural barriers can also impact the job opportunities available to Latina women, potentially leading to lower-paying positions or limited career growth.

5. Discrimination and Bias: Discrimination and bias, both explicit and implicit, can influence hiring practices, promotions, and wage negotiations, further exacerbating the pay gap for Latina women.

Mija Pioneers is a program that will set itself apart from other career development programs because the leaders that will be mentoring these young women will be people that understand the challenges faced as a Latina woman. Through this program we will develop the future CEO's, Founders, and Leaders of El Paso by bringing in mentors that represent reality.

Representation matters and for these young girls, being able to see themselves in the leaders that are providing them with information is key because the only way to believe in yourself is to understand that it can be done and our leaders will be proof of that.

METHODOLOGY

The primary objectives of the career development program are as follows:

- a) To introduce school-age girls to the concepts of business and entrepreneurship and foster an interest in these fields.
- b) To provide practical knowledge and skills related to starting and managing a business.
- c) To encourage girls to think creatively, develop innovative ideas, and problem-solving skills.
- d) To offer mentorship and guidance from successful women entrepreneurs and business professionals.
- e) To build confidence and self-esteem among participants to pursue leadership roles in the business world.

TARGET AUDIENCE: The program will target girls in middle and high schools, typically aged between 12 and 18 years. It will be open to all girls, regardless of their academic background, socioeconomic status, or prior exposure to business concepts.

METRICS/MILESTONES

Program Components Will Include:

- a) **Workshops and Seminars:** Conduct interactive workshops and seminars to introduce girls to the fundamentals of business and entrepreneurship. Topics will include idea generation, business planning, marketing, finance, and leadership.
- b) **Business Simulation Exercises:** Organize business simulation activities to provide hands-on experience in decision-making, problem-solving, and teamwork within a business context.
- c) **Leadership Training:** Deliver leadership development sessions that emphasize essential leadership qualities, effective communication, **emotional intelligence**, and conflict resolution.
- d) **Mentorship Program:** Establish a mentorship program pairing each participant with a successful female entrepreneur or business leader. Mentors will offer guidance, support, and motivation throughout the program.
- f) **Leadership Projects:** Encourage participants to take on leadership projects within their schools or communities to apply their newly acquired leadership skills to real-life situations.
- g) **Industry Exposure:** Arrange visits to local businesses, startups, and corporate offices to provide participants with insights into different industries and inspire them through interactions with successful women leaders.
- e) **Soft Skills Training:** Offer training in essential soft skills such as communication, negotiation, time management, and teamwork, which are crucial for success in business.

TIMELINE: The program will be designed as a year-long initiative, divided into different phases or modules, each focusing on specific aspects of business and entrepreneurship. The timeline will be flexible, allowing for adjustments based on school schedules and participants' needs.

EVALUATION

Regularly assess the effectiveness of the program through participant feedback, mentor feedback, and measurable outcomes, such as the number of girls expressing interest in pursuing business-related careers, the successful implementation of business plans, and improvements in participants' self-confidence and leadership abilities.

Produce periodic progress reports and a comprehensive final report detailing the program's impact, challenges, and recommendations for future iterations.

BUDGET

Develop a detailed budget that covers expenses related to workshops, seminars, materials, mentorship program coordination, incentives for competitions, transportation, and other necessary resources.

Partnerships and Collaborations: Seek partnerships with local businesses, women-led organizations, schools, and government agencies to ensure the success and sustainability of the program.

CONCLUSION: The career development program for school-age girls focusing on business and entrepreneurship aims to empower young girls to become confident, capable, and successful leaders in the business world.

By providing them with the necessary knowledge, skills, and mentorship, we hope to foster a new generation of women entrepreneurs who will contribute significantly to economic growth and gender equality.

BUDGET

Executive Director – Laura Butler will oversee the project. Laura Butler will not charge her Salary to this grant.

A program assistant will help manage the project and a portion of that assistant's salary will be supported by the program budget.

What qualifications must they have? College degree, use of programs such as Microsoft Office, CANVA and:

- Excellent speaking/reading/writing
- Public speaking experience
- Experience in leading a classroom.
- Excellent interpersonal skills
- Ability to multitask/organizational skills
- Ability to pay attention to detail.
- Excellent time management skills
- Creative and strategic thinking
- Familiarity with office equipment, computers, copiers, fax
- Professional, polite, clear and compelling communication skills
- Relationship building
- Business and entrepreneurship consulting

ARPA will contribute by helping Pioneers 21 increase # of entrepreneurs and businesses served and allow us to enroll more entrepreneurs into the incubator programs at no cost.

No fees will be charged to individuals / small businesses for services they receive under this program.

Individuals / Small Businesses will not be required to join the organization, services will be offered. Websites, e-commerce, hosting will not have a fee for the FIRST YEAR.

After the first year of hosting, business owners will have a hosting fee and this MUST BE DISCLOSED at the time of signing.

PROGRAM NAME: Digital Solutions for El Paso Businesses and Startups: Pioneers 21 Website Development, Marketing for Entrepreneurs, and UTEP Internships for 2023-2025	AMOUNTS
Funding Request	\$650,000
Program Cost	\$585,000
Administrative Fee	\$65,000
Administrative Fee %	10.00%
TOTAL	\$650,000

Year 1							
Performance Metric	Annual Goals	Sep Oct Nov 2023 Q1	Dec Jan Feb 2023 Q2	Mar Apr May 2024 Q3	Jun Jul Aug 2024 Q4	EO Year 1	Notes
Websites	76	5	4	20	15	44	
E-commerce	60	5	4	12	9	30	
Interns hired	Hire 4 per year for 1 year	1	1	1	1	4	
Marketing for Entrepreneurs Mija Pioneers	50	EOY 2023 20	July 2024 25				

Pioneers 21 Year 2							
Performance Metric	Annual Goals	Sep Oct Nov 2024 Q1	Dec Jan Feb 2024 Q2	Mar Apr May 2025 Q3	Jun Jul Aug 2025 Q4	EO Year 2	Notes
Websites	76	10	6	12	4	32	
E-commerce	60	5	4	12	9	30	
Interns hired	Hire 4 per year for 1 year	1	1	1	1	4	
Marketing for Entrepreneurs Mija Pioneers	50	EOY 2024 30	July 2025 25				

Year 1

Program Timeline	
August 29, 2023	City Council approval and contract signed.
September 4 - Sept 30, 2023 (and ongoing as needed)	Create and launch marketing materials promoting program, including updated website with program details, virtual info session, social media, e-newsletter blasts, press release, community outreach. Interview interns
October & November 2023	Market, create, and launch workshops for websites and marketing
December 4, 2023	Start scope of work for websites
January 15, 2024	Launch Mija Pioneers, continue websites, and marketing workshops
March 29, 2024	Continue marketing mija pioneers, workshops, websites and intern review
June 28, 2024	Finalize workshops and intern reviews
August 31, 2024	First year program report submitted.

Year 2

Program Timeline	
August 29, 2024	Year 2 begins
September 4 - Sept 30, 2024 (and ongoing as needed)	Create and launch marketing materials promoting program, including updated website with program details, virtual info session, social media, e-newsletter blasts, press release, community outreach. Interview interns
October & November 2024	Market, create, and launch workshops for websites and marketing
December 2, 2024	Start scope of work for websites
January 15, 2025	Launch Mija Pioneers, continue websites, and marketing workshops
March 31, 2025	Continue marketing mija pioneers, workshops, websites and intern review
June 30, 2025	Finalize workshops and intern reviews
August 31, 2025	Second year program report submitted.

ATTACHMENT "B"

BUDGET

Agency Name: Pioneers 21 **Project Name:** P21 Digital Solutions

Be specific. Include funding source, and contact person and phone number for purposes of verification.

Funding Source	Contact Person and		Budget Year
Other Federal Funds (please itemize)			
Other State & Local Government Funds (please itemize)			
Private Funds (please itemize)			
Total Project Income		\$ -	\$ -

Agency Name: Pioneers 21 **Project Name :** P21 Digital Services and P21 Entrepreneurial & Social Skills Internships

Line Item Expense Category			Budget Year
			Total Budget
Salaries			\$ 100,000.00
Fringe benefits			\$ 30,079.74
Contract services			\$ 305,760.26
Rent			
Communications			
Utilities & occupancy expenses			\$ -
Equipment rental & maintenance			\$ -
Equipment purchases			
Mileage reimbursements			\$ -
Postage & shipping			\$ -
Printing & publications			
Supplies			\$ -
Local conferences & meetings			\$ 6,000.00
Insurance			\$ -
Travel - long distance			\$ -
Other Expenses			\$ 208,160.00
Total Project Expenses	\$ -	\$ -	\$ 650,000.00

This is a proposed budget for an ARPA funded project. The budget should include expenses for the project. Please complete the attached supporting schedules for all applicable line items and the budget justification information for all "other" line items. Be specific, detailed and clear in presenting supporting information. Please double check all figures and ensure that supporting schedules match budget line items

Agency Name: Pioneers 21 **Project Name :** P21 Digital Solutions

You must include **all staff** that will work on the project.

The total on this page must correspond to the total on **Expense Summary**

Position Title	Total Project Budget				
	FTE Full-Time Employment Positions	TIME	Months Employed	Avg Monthly F/T Salary	Total Cost
Positions					
Project Coordinator	1.00	40.00	24	\$ 4,166.67	\$ 100,000.00
Total Funded Salaries	1.00				\$ 100,000.00

Agency Name:

Pioneers 21

Project Name : P21 DIGITAL SOLUTIONS

You must include all PARTNERS OR CONTRACTORS that will work on the project. Provide clear description of services to be provided and the rate at which the consultant will be paid. Any consultant that will be performing services for this project and receiving \$5,000 or more funds as part of this budget is considered to be a "PARTNER or CONTRACTOR". A "Partner Supplement" must be provided for each partner sharing funds and responsibility for this project. The total on this page should correspond to the total on **Expense Summary**.

Partners / Contractors	Services Provided & Costing Methods	Total Project Budget		
		Units (Hours p/y)	Rate	Total Cost
Bright Sol Tech	Research and planning	20	\$100.00	\$1,664.26
Bright Sol Tech	Technical Infrastructure -- Server,	30	\$100.00	\$3,000.00
Bright Sol Tech	Changes	30	\$100.00	\$3,000.00
Bright Sol Tech	Custom Integration (APIs if needed)	30	\$100.00	\$3,000.00
Bright Sol Tech	Group and community setup	20	\$100.00	\$2,000.00
Bright Sol Tech	Testing & Quality Assurance /	20	\$100.00	\$2,000.00
Bright Sol Tech	Platform charges	12	\$500.00	\$6,000.00
Bright Sol Tech	Support/ Maintenance	12	\$200.00	\$2,400.00
Bright Sol Tech	Setup, Planning and Framework	40	\$70.00	\$2,800.00
Bright Sol Tech	Setup Technical Infrastructure	40	\$70.00	\$2,800.00
Bright Sol Tech	Website Development	760	\$70.00	\$53,200.00
Bright Sol Tech	Ecommerce Development	1,320	\$70.00	\$92,400.00
Bright Sol Tech	Hosting Website	912	\$25.00	\$22,800.00
Bright Sol Tech	Hosting ECommerce	720	\$40.00	\$28,800.00
Bright Sol Tech	Domains	1,632	\$3.00	\$4,896.00
Bright Sol Tech	Customer Support	1,000	\$40.00	\$40,000.00
Mija Yes You Can	Program Development	25	\$100.00	\$2,500.00
Mija Yes You Can	Research and planning	25	\$100.00	\$2,500.00
Mija Yes You Can	Workshop Series Delivery and	100	\$100.00	\$10,000.00
11-D Marketing, LLC.	Digital Marketing Series + Prep	120	\$100.00	\$12,000.00
11-D Marketing, LLC.	Digital Marketing Consults	60	\$100.00	\$6,000.00
11-D Marketing, LLC.	Administration Time	20	\$100.00	\$2,000.00
Total Contractual		6,648		\$305,760.26

Agency Name:

Project Name :

You must include expenses for **all staff** that will work on the project.

The total on this page must correspond to the total on **Expense Summary**.

Payroll-based Costs	Total Project Budget		
	Benefit Rate	Salary Base	Total Cost for 2 years
FICA Taxes	7.6500%	\$50,000.00	\$ 7,659.00
Worker's Compensation			\$ 1,200.00
Unemployment Insurance			\$ 840.00
Employee-based Costs	Covered Staff	Cost per Employee	Total Cost
Income tax	Project Coordinator		\$ 9,165.67
Social Security	Project Coordinator		\$ 3,552.63
Medicare	Project Coordinator		\$ 1,662.44
Other Benefits (please itemize)	Basis for Estimate		Total Cost
Health insurance stipend	Monthly allocation	\$500.00	\$ 6,000.00
Total Benefits			\$ 30,079.74

Agency Name:

Project Name :

Use this page to provide information on any line item not included in the previous Supporting Schedules. You must include all applicable expenses for the project. The totals on this page should correspond to the totals on **Expense Summary**. The total of Supporting Schedules 1-5 must match Project Budget. List only and all line items on Project Budget that are not covered on any previous Supporting Schedules. Give details for any expense that Economic Development is asked for \$500+ in funds.

Item Description	Total Project Budget	
	Basis for Estimate	Total Cost
Mileage reimbursements		
Postage & shipping		
Printing & publications		
Supplies		
Local conferences		\$ 6,000.00
Insurance		
General liability		
Professional liability		
D & O liability		
Auto liability		
Property & casualty		
Fidelity bonding		
Other insurance		
Travel (long distance)		
air fares		
ground transport		
meals & lodging		
Other Expenses (please itemize)		
Admin. Fee		\$ 65,000.00
Mija Pioneers		\$ 15,000.00
Student Interns	4/year for 2 years @20hrs/week @\$13 an hour	\$ 108,160.00
Digital Marketing for Entrepreneurs		\$ 20,000.00
Total Supplemental Items		\$ 208,160.00

Public Services Application: Site Breakdown for Multi-Site Projects

<u>Agency Name</u>		<u>Project Name:</u>				
#	Name of Site (Activity)* (ex. Beall School, Armijo Rec Center)	Address Street Number, Street Name, Zip Code	ARPA Funds Total	Outside Funds	Total Site Cost	Units of Service
1	Line item 1 (ex. Salaries)					
	Line item 2					
	Line item 3					
	Line item 4					
2	Line item 1 (ex. Salaries)					
	Line item 2					
	Line item 3					
	Line item 4					
3	Line item 1 (ex. Salaries)					
	Line item 2					
	Line item 3					
	Line item 4					
4	Line item 1 (ex. Salaries)					
	Line item 2					
	Line item 3					
	Line item 4					
5	Line item 1 (ex. Salaries)					
	Line item 2					
	Line item 3					
	Line item 4					
6	Line item 1 (ex. Salaries)					
	Line item 2					
	Line item 3					
	Line item 4					
7	Line item 1 (ex. Salaries)					
	Line item 2					
	Line item 3					
	Line item 4					
	Total		\$0	\$0	\$0	\$0
*If more than one activity will be at the same address, list the activity in parentheses.						
*** Add lines for more line items and sites as needed						



Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor: Pioneers 21	FFATA Contact: (Name, Email and Phone Number): Laura P. Butler lpbutler@pioneers21.org 915-269-7273
Primary Address of Contractor: 500 West Overland Suite 220 El Paso, TX	Zip Code: 9-digits required www.usps.com 79901
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov C1DEGMMKC7W7	State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits: 32043849614

Printed Name of Authorized Representative: Laura P. Butler	Signature of Authorized Representative
Title of Authorized Representative Executive Director	Date Signed 8/7/2023

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No

If your answer is "Yes" to this question, where can this information be accessed?

City of El Paso Chapter 380 agreements

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

ATTACHMENT "C"

INSURANCE CERTIFICATES / CERTIFICATIONS

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Subject to Final Audit

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 8/9/23 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001237696 of Texas Mutual Insurance Company effective on 5/16/23

Endorsement no. 1

Issued to: PIONEERS 21



Premium change: \$2.00

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

8/8/23

ATTACHMENT “D”

ADDITIONAL TERMS & CONDITIONS (ARPA)

The subrecipients must abide by the following, as may be updated and revised.

- A) Social Security Act Title VI Sections 602 and 603, Enacted March 11, 2021.**
- B) Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds**
- C) 2022 State and Local Fiscal Recovery Fund Compliance Supplement**
- D) Coronavirus State and Local Fiscal Recovery Funds Final Rule Frequently Asked Questions**

In addition to the above requirements, subrecipients must comply with the April 1, 2022 Final Rule for the Coronavirus State & Local Fiscal Recovery Funds. An overview of the federal agency requirements in the Final Rule is attached for ease of use of the subrecipients.