

**CITY OF EL PASO, TEXAS  
AGENDA SUMMARY FORM**



**REVISED**  
5:03 pm, Jun 02, 2026

**DEPARTMENT / COUNCIL OFFICE:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**2nd CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**AGENDA ITEM:**

**ISSUE STATEMENT:**

**BACKGROUND:**

**COUNCIL OPTIONS:**

**COMMITTEE REVIEW AND/OR RECOMMENDATION:**

**COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:**

**RELATED CITY POLICIES:**

**PRIOR COUNCIL ACTION:**

**LEGAL REVIEW:**

*Legal counsel reviewed as a part of Council packet*

*Legal counsel reviewed in advance of packet as an individual item*

**AMOUNT AND SOURCE OF FUNDING:**

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

NAME	AMOUNT (\$)

**ATTACHMENTS:**

**FOR MORE INFORMATION:**

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

**SIGNATURE:**



(If Agenda 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 a Chapter 380 Economic Development Program Agreement (“Agreement”) by and between the City of El Paso (the “City”) and the Better Business Bureau (the “Applicant”), a 501(c)(3) non-profit organization, to provide an incentive not to exceed \$200,000 to continue the implementation of the *Buy El Paso Rewards* Program.

**APPROVED this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2026.**


**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 & International Development



**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **SECTION 1. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

- A. **Agreement.** The word *Agreement* means this Chapter 380 Economic Development Program Agreement, together with all attached exhibits to this Agreement.
- B. **ARPA Agreement.** Subrecipient Agreement by and between the City and BBB, attached hereto as *Exhibit A*, to administer ARPA Act funds to implement the EPBusiness Strong and the Buy El Paso Program and implement of the El Paso Small Business Rewards Program (“Program”).
- C. **Applicant.** The word *Applicant* means the Better Business Bureau, a 501(c)(3) non-profit organization.
- D. **City.** The word *City* means the City of El Paso, Texas.
- E. **Effective Date.** This phrase means the date the El Paso City Council approves the Agreement.
- F. **Event of Default.** This phrase shall have the meaning set forth in Section 5 hereof.
- G. **Event of Non-appropriation.** The phrase means the failure of the City to appropriate for any Fiscal Year, sufficient funds to pay the Grant payment, or the reduction of any previously appropriated money below the amount necessary to permit the City to pay the Grant payments from lawfully available funds.
- H. **Grant.** The word *Grant* means a one-time payment to the Applicant under the terms of this Agreement and payable from the City’s Auxiliary Fund. The maximum payment amounts shall not exceed \$200,000 during the term of this Agreement.
- I. **Project.** The word *Project* means the Applicant’s program, titled *Buy El Paso Rewards*, and more fully described in the ARPA Agreement and attached hereto as *Exhibit A*.

## **SECTION 2. TERM AND GRANT PERIOD.**

The Term of this Agreement shall commence on the Effective Date and shall terminate on the first to occur: (i) 6 months from the Effective Date, plus the additional time thereafter as may be necessary to process the final Grant payment and/or facilitate the transition of administration of the Program to the City; or (ii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iii) termination by mutual consent of the parties in writing.

### SECTION 3. OBLIGATIONS OF APPLICANT.

During the term of this Agreement, the Applicant shall comply with the following terms and conditions:

- A. The Applicant shall continue to implement the *Buy El Paso Rewards* for reimbursable consumer rewards utilizing \$200,000 funded by the City, during the Grant Period and until such time as administration of the Program may transition to the City.
- B. The Applicant agrees to submit proof, within 30 days of payment by the City, that funds have been deposited into the Bludot Open Rewards account.

### SECTION 4. OBLIGATIONS OF CITY.

During the term of this Agreement and so long as an event of default has not occurred and is not continuing as set forth herein (provided, however, an event of default hereunder shall not be deemed to have occurred until after the expiration of the applicable Notice and Cure Period), the City shall comply with the following terms and conditions:

- A. The City shall transfer to the Applicant the total amount of Two Hundred Thousand Dollars (\$200,000) within thirty (30) days following the Effective Date of this Agreement. This transfer shall constitute a one-time payment obligation under this Agreement.

### SECTION 5. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- A. **Failure to administer the Project in strict accordance with the terms of this Agreement and/or Exhibit A.** The Applicant's failure or refusal to operate the Project pursuant to this Agreement through the Grant Period, unless and until administration of the Program transitions to the City, and the Applicant's failure or refusal to cure within 90 days ("Cure Period") after written notice from the City describing the failure ("Notice"), shall be deemed an event of default.
- B. **False Statements.** In the event the Applicant provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and the Applicant fails to cure same within 30 days ("Cure Period") after written notice ("Notice") from the City shall be deemed an event of default. If the violation cannot be cured within the 30 day period in the exercise of all due diligence, but the Applicant commences the cure within the 30 day period and continuously thereafter diligently prosecutes the cure of the violation, the actions or omissions shall not be deemed an event of default. Furthermore, if the Applicant obtains actual knowledge that any previously provided warranty, representation, or statement has become materially false or misleading after the time that

it was made and the Applicant fails to provide written notice to the City of the false or misleading nature of the warranty, representation, or statement within 30 days after the Applicant learns of its false or misleading nature, the action or omission shall be deemed an event of default.

- C. **Insolvency.** The dissolution or termination of the Applicant's existence as a going business or concern; the Applicant's insolvency; appointment of receiver for any part of the Applicant's portion of the Property; any assignment of all or substantially all of the assets of the Applicant for the benefit of creditors of the Applicant; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Applicant shall all be deemed events of default. However, in the case of involuntary proceedings, if the proceedings are discharged within 60 days after filing, no event of default shall be deemed to have occurred.
- E. **Other Defaults.** Failure of the Applicant or the City to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement or in any related documents, and the Applicant's or the City's failure to cure the failure within 60 days after written notice from the other party describing the failure, shall be deemed an event of default. If the failure cannot be cured within the 60 day period in the exercise of all due diligence, and the Applicant or the City commences the cure within the 60 day period and continuously thereafter diligently prosecute the cure of the failure, the act or omission shall not be deemed an event of default.
- F. **Failure to Cure.** If any event of default by the Applicant or the City shall occur, and after the Applicant or the City fails to cure same in accordance herewith, then this Agreement may be terminated without any further action required of the Applicant or the City and the Applicant's or the City's obligations end at that time. If a default has not been cured within the time stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.
- G. **Liability.** In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental, or consequential damages. In no event shall the liability of either party exceed the value of Grant Payments issued hereunder. This limitation will apply regardless of whether or not the other party has been advised of the possibility of the damages.

## **SECTION 6. RECAPTURE OF GRANT PAYMENTS.**

Should the Applicant default under Section 5 of this Agreement or any other terms of this Agreement, and provided that the cure period for the default has expired and the Applicant failed to timely cure the default, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by the Applicant within 60 days from the date of the termination.

## **SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT OF APPLICANT.**

The City may terminate this Agreement for convenience and without the requirement of an event of default by the Applicant, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement void or illegal, including any case law holding that a Chapter 380 Economic Development Agreement, such as this Agreement, is an unconstitutional debt.

## **SECTION 8. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

- A. Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by all parties.
- B. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. Assignment of Applicant's Rights.** The Applicant understands and agrees that the City expressly prohibits the Applicant from selling, transferring, assigning, or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any such attempt to sell, transfer, assign, or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement, with no ability for the Applicant to cure.
- D. Applicant's Sale or Transfer of the Project.** 30 days prior to any sale or other transfer of ownership rights in the Project, the Applicant shall notify the City in writing of the sale or transfer. This provision is a material term of this Agreement and the failure to notify the City of the sale or transfer within the applicable period shall constitute an event of default.
- E. Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on the Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind the Applicant to the same.
- F. Confidentiality Obligations.** The confidentiality of the records, employment records, and any other records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. Specifically, the City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public

Information Act, it will notify the Applicant if a request relating to the proprietary information is received. The Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of the Applicant as a basis for nondisclosure.

- G. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- H. Employment of Undocumented Workers.** During the term of this Agreement, the Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), the Applicant shall repay the amount of the Grant payments received by the Applicant from the City as of the date of the violation not later than 120 days after the date the Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to the Applicant, at the rate of 7% per annum. The interest will accrue from the date the Grant payment(s) were paid to the Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section.
- I. Execution of Agreement.** The City Manager has received authority to execute this Agreement on behalf of the City from the City Council through approval of a resolution.
- J. Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed beyond the party's reasonable control by reason of war, civil commotion, acts of God, severe weather, fire, other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during the period of delay, so that the time period applicable to the obligation or requirement shall be extended for a period of time equal to the period the party was reasonably delayed.
- K. Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

Applicant shall provide all required invoices and other required documentation to Compliance Portal at the following link: [Compliance Submittal Portal](#)

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

**Copy To:** City of El Paso  
Attn: Economic & Intl. Development - Director  
P.O. Box 1890  
El Paso, Texas 79950- 1890

**APPLICANT:** Better Business Bureau  
Elizabeth Terrazas, CEO  
550 E. Paisano Dr.  
El Paso, TX 79901

- L. Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided, however, no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Project unless specifically enumerated herein.
- M. Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible remain in force as to the balance of its provisions as if the invalid provision were not a part hereof.
- N. Governmental Function.** The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function, implementing a government grant program intended to provide a public benefit.

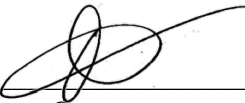
*[SIGNATURES BEGIN ON THE FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this \_\_\_\_ of \_\_\_\_\_, 2026.

**CITY OF EL PASO, TEXAS:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF EL PASO**   §

This instrument was acknowledged before me on the \_\_\_\_\_ of \_\_\_\_\_, 2026, by **Dionne Mack** as City Manager of the City of El Paso, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_

**APPLICANT:  
Better Business Bureau**

By: *Elizabeth Terrazas*

Name: Elizabeth Terrazas

Title: President & CEO

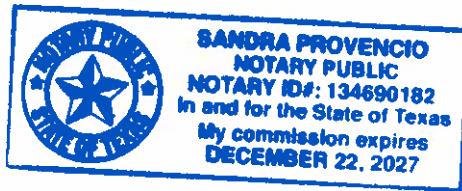
**ACKNOWLEDGMENT**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF EL PASO**   §

This instrument was acknowledged before me on the 2 of JUNE, 2026, by ELIZABETH TERRAZAS, as President & CEO (title) for the **Better Business Bureau**.

*Sandra Provencio*  
Notary Public, State of Texas

My Commission Expires:  
December 22, 2027



**Exhibit A**

**RESOLUTION**

**WHEREAS**, on January 31, 2023, the City of El Paso and the Better Business Bureau Foundation El Paso ("BBB"), a 501(c)(3) non-profit organization, entered into a Subrecipient Agreement to administer ARPA Act funds to implement the EPBusiness Strong and the Buy El Paso Program and implement the El Paso Small Business Rewards Program ("Agreement"); and

**WHEREAS**, the Agreement may be amended from time to time under the provisions of Section 7.13 of the Agreement; and

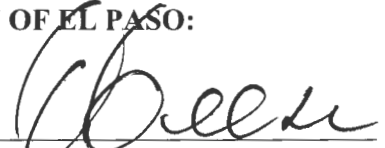
**WHEREAS**, the parties desire to amend to the Agreement to revise: the funding amount and increase it by \$140,000, the Scope of Work listed as Attachment "A," and the Budget listed as Attachment "B."

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


That the City Manager be authorized to execute a First Amendment to that certain Subrecipient Agreement dated January 31, 2023 by and between the City of El Paso and the Better Business Bureau Foundation El Paso ("BBB"), a 501(c)(3) non-profit organization, to revise the funding amount and increase it by \$140,000, the Scope of Work listed as Attachment "A," and the Budget listed as Attachment "B."

**APPROVED** this 30<sup>th</sup> day of July, 20  .

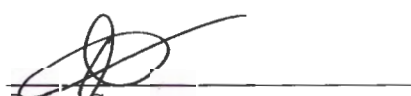
**CITY OF EL PASO:**

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

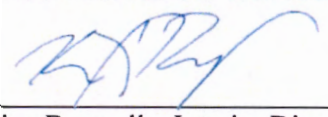
**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

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

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**FIRST AMENDMENT  
TO A SUB-RECIPIENT AGREEMENT  
[ARPA-Economic Impacts]**

*30<sup>th</sup>* This First Amendment to that certain Subrecipient Agreement (“Amendment”) is made this *July* day of *2024*, by and between the **CITY OF EL PASO**, a home-rule municipal corporation organized and existing under the laws of the State of Texas (“CITY”), and **Better Business Bureau Foundation El Paso**, a 501(c)(3) a non-profit organization (“BBB,” “Sub-Recipient,” or “Contractor”).

**WHEREAS**, on January 31, 2023, the CITY and BBB entered into a Subrecipient Agreement to administer ARPA Act funds to implement the EPBusiness Strong and the Buy El Paso Program and implement of the El Paso Small Business Rewards Program (“Agreement”); and

**WHEREAS**, the Agreement may be amended from time to time under the provisions of Section 7.13 of the Agreement; and

**WHEREAS**, the parties desire to amend the Agreement to revise: the funding amount and increase it by \$140,000, the Scope of Work listed as Attachment “A,” and the Budget listed as Attachment “B.”

**NOW THEREFORE**, in consideration of the mutual benefits and promises contain herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The 1st sentence of Section **3.1 PAYMENT TO SUB-RECIPIENT** is to be revised to read as follows:  

The CITY shall pay to the Sub-Recipient an amount not to exceed **\$1,575,522.24** for all services and reimbursable preformed pursuant to this Agreement.
2. **Attachment “B”** in Section **3.1 PAYMENT TO SUB-RECIPIENT** is to include the revised Budget.
3. **Attachment “A”** in Section **3.2 SUB-RECIPIENT’S SERVICES** is to include the revised Scope of Work.
4. Except as amended herein, the Agreement between the **CITY** and **BBB** shall remain in full force and effect.

*(Signatures begin on the following page)*

IN WITNESS WHEREOF, the parties have hereunto set their hands this 30<sup>th</sup> day of July, 2021.

**THE CITY OF EL PASO:**

[Signature]  
for Cary Westin  
Interim City Manger Robert Cortinas

**APPROVED AS TO FORM:**

[Signature]  
Oscar Gomez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

[Signature]  
Karina Brasgalla, Interim Director  
Economic and International Development

*(Signatures Continue on Following Page)*

**SUB-RECIPIENT:**

Better Business Bureau., a Texas non-profit organization

By: Elizabeth Terrazas

Name: Elizabeth Terrazas

Title: President / CEO

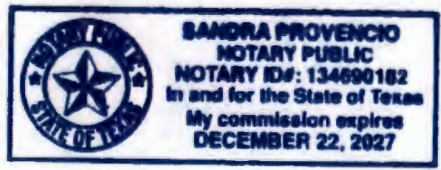
**ACKNOWLEDGEMENT**

**THE STATE OF TEXAS** §  
§  
§  
**COUNTY OF EL PASO** §

This instrument was acknowledged before me on this 12<sup>th</sup> day of July, 2024 by ELIZABETH TERRAZAS, President / CEO (title) of the Better Business Bureau, a Texas non-profit organization.

[Signature]  
Notary Public, State of Texas

My commission expires: 12 / 22 / 2027



**ATTACHMENT "A"**  
**(SCOPE OF WORK)**



May 30, 2024

## **SCOPE of WORK**

### **Buy El Paso and Buy El Paso/BluDot Rewards Program**

#### **INTRODUCTION**

The City of El Paso is working to support and promote the success of its smaller businesses to continue to build a strong local economy. Since 2020, it has worked with the Better Business Bureau El Paso (“BBB”) to encourage a community mindset to ‘buy local’ with its successful **Buy El Paso** program. The program has promoted hundreds of small businesses that otherwise may not have the ability to get the exposure they need to succeed. It also works to educate the community on the positive economic and cultural impact of supporting locally owned businesses and reinforces ‘buying local’ behavior through social media, contests, and promotions. These contests and promotions have served to support the local economy and the art community.

The City Economic Development Team (“the City”) and BBB have looked for additional ways to support local business and grow the economy. Its recent pilot program, Buy El Paso Rewards, looked to provide incentives to consumers to visit local businesses and empower small businesses with data derived from those consumer interactions. That pilot provided valuable insight to the habits and skills of El Paso businesses. In particular, small businesses need a program that does not add any additional work or process on their part. El Paso businesses are not unique in this respect. Over the last several years, small businesses have had to adapt to a changing marketplace, including adopting many new forms of technology, such as point of sale (POS) systems for their sales and record keeping. Understanding this, City staff and BBB researched opportunities that achieve the goal of fostering patronage of locally owned businesses with little to no burden on the businesses themselves and that can leverage the brand and goodwill of Buy El Paso Rewards.

#### **Bludot Open Rewards**

Bludot Open Rewards is a turn-key rewards program that stimulates local economies by incentivizing consumers to shop local, with no obligation or administrative burden on local businesses. Using a Rewards app, the program lets consumers earn rewards when they

shop at eligible businesses within the community, and they can use the rewards they've earned at any other eligible businesses within that same community, which ensures all invested monies stay within the local economy. The City decides the appropriate percentage of rewards for purchases, funding (the amount to fund the rewards reimbursements to consumers), eligible businesses, and additional program parameters.

After research, demonstrations, and receiving testimonials from communities that have implemented Bludot Rewards,<sup>1</sup> the City and BBB are in agreement that the Bludot Rewards program complements Buy El Paso and can leverage the Buy El Paso Rewards goodwill and name recognition to be successful and stimulate the El Paso economy. Working together, the programs would continue the successful support and marketing provided to local small businesses, including 2024 and 2025 Buy El Paso Days, and infuse at least \$200,000 into the local small business economy via rewards.<sup>2</sup>

## **BENEFITS**

- Offers a customizable, turnkey consumer rewards program that imposes no administrative burden on or required action from participating businesses.
- Automated business enrollment and directory buildout.
- Customer app available in English and Spanish.
- Incentivizes consumers to patronize locally owned small businesses, further reinforcing the “think local first” mentality.
- App functionality and administration/review of eligible rewards included with Bludot subscription, including fraud detection.
- All invested Rewards money stays within the El Paso economy (rewards can only be ‘redeemed’ at eligible El Paso businesses).
- Continues the popular and successful Buy El Paso program through July 2026.
- Creates opportunities to leverage other Buy El Paso programs, such as Buy El Paso Day.
- Ability to leverage Buy El Paso business and consumer contacts, mailing lists, etc.
- Positions City of El Paso in favorable light with businesses, local consumers, broader business community.

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<sup>1</sup> Since launching in 2022, Bludot Open Rewards is live in 170 communities and 30 states across the country such as Indio, CA, and Arlington, VA, with over 85% of users indicating that it has positively influenced their decision to shop local.

<sup>2</sup> According to Bludot, “Every \$1 your city invests (100% stays in community) = \$20+ economic impact.”

- Increases sales tax receipts from small businesses.
- Provides additional tool for City economic development team to demonstrate its support of local business, thereby positively impacting future relocation and expansion prospects.

## **CHALLENGES**

Research and testimonials from municipalities using the Bludot Rewards program are unanimously positive, with the only recognized challenge being early awareness and adoption. Fortunately, BBB's past experience provides guidance and best practices.

## **BUDGET**

The current budget for Buy El Paso and Buy El Paso Rewards was planned to support local small businesses through January 2025. The proposed budget to continue Buy El Paso and Buy El Paso Rewards (incorporating the Bludot Rewards technology) would utilize existing budgeted funds and an additional amount of \$140,000 to continue the programs for 24 months (August 2024 through July 2026).

### **Budget Assumptions**

- Incorporates existing City of El Paso funding to support the Buy El Paso and Buy El Paso Rewards programs (funded under contract through January 2025) and extends the term of the programs, as amended, to July 2026.
- At least \$200,000 of budget is directly invested for reimbursable consumer rewards that must be redeemed for purchases at eligible El Paso businesses.
- Designed to cover all costs of the program, including enrolling up to 5,000 local businesses, and making the Rewards app available to consumers.
- Includes 2025-2026 SizeUp business research tool subscription renewal.

## Buy El Paso and Buy El Paso Rewards (Bluedot Technology) Program Extension Through July 2026

<b>\$</b>	<b>448,446.80</b>	Projected Agreement balance (see below)
<b>\$</b>	<b>140,000.00</b>	Addition to agreement
<b>\$</b>	<b>588,446.80</b>	TOTAL
<b>\$</b>	<b>(540,545.00)</b>	8/1/24-7/31/26 program cost (see below)
<b>\$</b>	<b>(47,901.80)</b>	Admin. (see allowable below)
<b>\$</b>	-	Balance on 7/31/26

### Projected Agreement Balance on 8.1.24

Rewards	<b>\$</b>	282,038.60
Curacubby	<b>\$</b>	39,770.00
BBB Contracted Services	<b>\$</b>	30,509.08
BPR Buy El Paso on 8/1/24	<b>\$</b>	65,650.00
BBB on 8/1/24	<b>\$</b>	30,479.12
<b>Total balance on 8/1/24</b>	<b>\$</b>	<b>448,446.80</b>

### Program Costs 8/1/24-7/31/26 / 24 Months

		2 year
<b>Blu Dot</b>		
subscript.	<b>\$</b>	40,640.00
marketing	<b>\$</b>	50,000.00
City Rewards Fund	<b>\$</b>	200,000.00
<b>Blu Dot Rewards Total</b>	<b>\$</b>	<b>290,640.00</b>
Buy EP	<b>\$</b>	170,400.00
2024 and 2025 Buy EP Days	<b>\$</b>	67,510.00
<b>Buy EP Total</b>	<b>\$</b>	<b>237,910.00</b>
Size Up 2025-2026	<b>\$</b>	11,995.00
<b>8/1/24 to 7/31/26 Program Total</b>	<b>\$</b>	<b>540,545.00</b>

### Program Admin Calculation

Original Agreement	<b>\$</b>	1,435,522.24
Amended Amount	<b>\$</b>	140,000.00
<b>Total Program</b>	<b>\$</b>	<b>1,575,522.24</b>
10% Program Admin	<b>\$</b>	157,552.22
Estimated Admin to have been paid on 8/1/24	<b>\$</b>	(109,520.88)
<b>Maximum Admin Fee w/ Amendment</b>	<b>\$</b>	<b>48,031.34</b>
<b>Anticipated Allowable Admin Fee w/ Amendment</b>	<b>\$</b>	<b>47,901.80</b>

## **TIMELINE**

*Note: Due to nature of program, timeline contains several repetitive components.*

Upon approval and allocation of resources from City of El Paso and assuming an August 1, 2024, start:

### **Q1 Aug., Sept., Oct. 2024**

- Design business outreach and communication plans, to include methods and tools needed to effectively reach target business audiences and consumers at various stages of the roll-out.
- Determine parameters for
  - business eligibility
  - consumer reward percentages, limits, expiration, and incentives
  - rewards investment and timeline.
- Rewards landing page/directory designed.
- Blutot marketing materials identified and adapted to El Paso market.
- Plan Buy El Paso Day 2024.
- Promote use of SizeUp software tool with business community.

### **Q2 Nov., Dec., Jan. 2024-5**

- Launch Buy El Paso Rewards/Blutot program with press event.
- Continue to add eligible businesses.
- Promote Buy El Paso Rewards/Blutot program via social media and other available outlets.
- Promote and execute Buy El Paso Day 2024.
- Plan Buy El Paso Valentines Day (or whatever spring holiday is chosen to celebrate with Buy El Paso promotions).
- Evaluate program success/shortfalls and address.
- Evaluate rewards investment timeline.
- Explore opportunities for private investments of Rewards incentives, e.g. developers and mall owners funding/promoting Rewards for redemption with their clients.
- Promote use of SizeUp software tool with business community.

### **Q3 Feb. March, April 2025**

- Continue to add eligible businesses.
- Promote Buy El Paso Rewards/Blutot program via social media and other available outlets.
- Execute Buy El Paso Valentines Day (or whatever spring holiday is chosen to celebrate with Buy El Paso promotions)
- Evaluate program success/shortfalls and address.

- Evaluate rewards investment timeline.
- Explore opportunities for private investments of Rewards incentives, e.g. developers and mall owners funding/promoting Rewards for redemption with their clients.
- Promote use of SizeUp software tool with business community.

#### **Q4 May, June, July 2025**

- Continue to add eligible businesses.
- Promote Buy El Paso Rewards/Bludot program via social media and other available outlets.
- Buy El Paso summer features.
- Evaluate program success/shortfalls and address.
- Evaluate rewards investment timeline.
- Explore opportunities for private investments of Rewards incentives, e.g. developers and mall owners funding/promoting Rewards for redemption with their clients.
- Promote use of SizeUp software tool with business community.

#### **Q5 Aug., Sept., and Oct. 2025**

- Continue to add eligible businesses.
- Promote Buy El Paso Rewards/Bludot program via social media and other available outlets.
- Plan Buy El Paso Day 2025.
- Evaluate program success/shortfalls and address.
- Evaluate rewards investment timeline.
- Explore opportunities for private investments of Rewards incentives, e.g. developers and mall owners funding/promoting Rewards for redemption with their clients.
- Promote use of SizeUp software tool with business community.

#### **Q6 Nov., Dec., and Jan. 2025-6**

- Continue to add eligible businesses.
- Promote Buy El Paso Rewards/Bludot program via social media and other available outlets.
- Promote and execute 2025 Buy El Paso Day.
- Evaluate program success/shortfalls and address.
- Evaluate rewards investment timeline.
- Explore opportunities for private investments of Rewards incentives, e.g. developers and mall owners funding/promoting Rewards for redemption with their clients.
- Promote use of SizeUp software tool with business community.

#### **Q7 Feb., March, April 2026**

- Continue to add eligible businesses.
- Promote Buy El Paso Rewards/Bludot program via social media and other available outlets.
- Execute Buy El Paso Valentines Day (or whatever spring holiday is chosen to celebrate with Buy El Paso promotions).
- Evaluate program success/shortfalls and address.
- Evaluate rewards investment timeline.
- Explore opportunities for private investments of Rewards incentives, e.g. developers and mall owners funding/promoting Rewards for redemption with their clients.
- Announce remaining terms/plans for conclusion/evolution of Buy El Paso Rewards.
- Promote use of SizeUp software tool with business community.

#### **Q8 May, June, July 2026**

- Finalize and communicate remaining terms/plans for conclusion/evolution of Buy El Paso Rewards.
- Ensure all funds are expended according to contract and provide accounting.

#### **EVALUATION**

Monthly status reports on meeting timeline and rewards redemption to be provided to the City of El Paso. Program marketing materials will be included in monthly invoices/reports.

#### **WHO**

##### **Better Business Bureau El Paso**

BBB El Paso has helped build better businesses since 1954 and is a trusted resource for any business or consumer. With over 90% of BBB Accredited Businesses having less than 25 employees, BBB understands the unique needs, challenges, and opportunities of small businesses. In addition to over 1600 members, BBB El Paso has

- database with over 22,000 local businesses;
- robust social media and public relations program; and
- over 25,000 visitors each month to [bbb.org/elpaso](http://bbb.org/elpaso).

In 2020, working with the City of El Paso, BBB developed and implemented a "Buy Local/Buy El Paso" marketing initiative that has ignited more spending in the El Paso economy and supports smaller businesses, microenterprises, and independent contractors.

##### **Bludot**

Bludot is a technology company offering cloud-based software solutions for local governments' economic development teams. Born out of a 16-week partnership inside of a customer's city hall, Bludot is purpose-built to meet the needs of any community's economic development efforts. Bludot's software suite includes three core products: Bludot CRM, Bludot Open Business Directory and Open Rewards.

[Open Rewards](#) is a community-wide rewards program that stimulates local economy by incentivizing consumers to shop local. The program lets consumers earn a percentage of rewards when they shop at the eligible businesses within the community, and they can use the rewards they've earned at any other eligible businesses within that same community. The community program administrators may decide the appropriate percentage of rewards, funding, eligible businesses and additional program parameters. Since launching in 2022, Open Rewards is live in communities across the country such as Indio, CA and Arlington, VA with over 85% of users indicating that it has positively influenced their decision to shop local.

#### **ADDITIONAL RESOURCES**

[SizeUp](#) business intelligence software for local businesses and entrepreneurs to research the start, growth, and expansion of local businesses will be available at no cost and promoted to local businesses and community.

**ATTACHMENT "B"**  
**(BUDGET)**

Agency Name:

Better Business Bureau (BBB)

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

Funding Source	Contact Person and Phone or Email		Budget Year 2022-2024
Other Federal Funds (please itemize)			
Other State & Local Government Funds (please itemize)			
Private Funds (please itemize)			
<b>Total Project Income</b>		<b>\$ -</b>	<b>\$ -</b>

Agency Name:

Better Business Bureau (BBB)

<b>Line Item Expense Category</b>			<b>Total</b>	<b>Budget</b>
Salaries			\$	-
Fringe benefits			\$	-
Contract services			\$	528,550.00
Rent				
Communications				
Utilities & occupancy expenses			\$	-
Equipment rental & maintenance			\$	-
Equipment purchases			\$	-
Mileage reimbursements			\$	-
Postage & shipping			\$	-
Printing & publications			\$	-
Supplies			\$	-
Local conferences & meetings			\$	-
Insurance			\$	-
Travel - long distance			\$	-
Other Expenses				
Administrative Fee			\$	47,901.80
Size-Up			\$	11,995.00
<b>Total Project Expenses</b>	\$	-	\$	-
			\$	588,446.80



Agency Name:

Better Business Bureau (BBB)

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
Fringe Benefits	9.2500%		\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Employee-based Costs	Covered Staff	Cost per Employee	Total Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Other Benefits (please itemize)	Basis for Estimate		Total Cost
	Months	Amount	
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Benefits</b>			\$ -

**Agency Name:**

**Better Business Bureau (BBB)**

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 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". A "Partner Supplement" must be provided for each partner sharing funds and responsibility for this project. The City's prior written approval will be required for any changes exceeding 10% within the consultants' line item. The total on this page should correspond to the total on Expense Summary.

Partners / Contractors	Services Provided & Costing Methods	Total Project Budget		
		Units	Rate	Total Cost
<b>BluDot</b>				
Subscript.		2.00	\$ 20,320.00	\$ 40,640.00
Marketing		2.00	\$ 25,000.00	\$ 50,000.00
City Rewards Fund		2.00	\$ 100,000.00	\$ 200,000.00
<b>Barracuda</b>				
Buy El Paso		2.00	\$ 85,200.00	\$ 170,400.00
2024 and 2025 Buy EP Days		2.00	\$ 33,755.00	\$ 67,510.00
<b>Total Contractual</b>				<b>\$ 528,550.00</b>



Agency Name:

Better Business Bureau (BBB)

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
Item Description	Unit	Amount			Total Cost
Mileage reimbursements					\$ -
Postage & shipping					\$ -
Printing & publications					\$ -
Supplies					\$ -
Local conferences					\$ -
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)					
Administrative Fee	%	Amended Program Total	Max Admin Fee	Admin Fee Paid	Remaining Admin Fee
	10%	\$ 1,575,522.24	\$ 157,552.22	\$ 109,520.88	\$ 47,901.80
Size-Up	Unit	Amount			
	1	\$ 11,995.00			\$ 11,995.00
<b>Total Supplemental Items</b>					<b>\$ 59,896.80</b>

Agency Name: Better Business Bureau (BBB)

### Public Services Application: Site Breakdown for Multi-Site Projects

#	Name of Site (Activity)* (ex. Beall School, Armijo Rec Center)	Address Street Number, Street Name, Zip Code	ARPAFunds 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. For Example, "Community Center (Counseling)" and "Community Center (Food Drive).**

**\*\*\* Add lines for more line items and sites as needed**

**ECONOMIC DEVELOPMENT RESPONSE + RECOVERY  
PUBLIC SERVICES FUNDING  
UNIT OF SERVICE DATA**

AGENCY LEGAL NAME: El Paso of Chamber of Commerce Foundation  
(AS APPEARS ON CURRENT ARTICLES OF INCORPORATION)

PROJECT TITLE: Project Name: Business Retention and Expansion

Please provide your definition of the Unit of Service to be provided by the project. (*Units of Service must be defined in measurable time-based terms; such as one hour, one 3 hour session, one 24 hour day*).

How did you arrive at the number of units for the project? Please describe the rationale or formula used to determine the total number of units of service.

Complete information for current year, even if Economic Development is not currently funding the project.

Current Year FYE22	City Portion	Total Project
Number of units of service delivered		
Cost to deliver these units (project cost)		
Cost per unit of service (divide project cost by units)		
Number of unduplicated clients to be served		
Percent of overall clients reported		

Budget Year FYE23	City Portion	Total Project
Number of units of service delivered		
Cost to deliver these units (project cost)		
Cost per unit of service (divide project cost by units)		
Number of unduplicated clients to be served		
Percent of overall clients to be reported		