

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

AGENDA DATE: April 29, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Tamayo Craigo 915.212.1619
Elizabeth Triggs 915.212.0094

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 1.1 - Stabilize and Expand El Paso's Tax Base

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action on a resolution that the City Manager be authorized to sign a Consulting Services Agreement by and between the CITY OF EL PASO and the BETTER BUSINESS BUREAU OF EL PASO ("BBB"), for the BBB to provide marketing services for the "EPBUSINESSSTRONG AND BUY EL PASO PROGRAMS" in an amount not to exceed \$170,330.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

On July 30, 2021, the BBB was awarded a consulting services agreement to create a centralized repository of information to guide small businesses on how to navigate the regulatory requirements during the onset of the COVID-19 pandemic. EPBusinessStrong.org website was created and has become well know central resource that provides the latest resources and news relevant to our local small business assistance. The program also includes continuation of the Buy El Paso program which has successfully helped to invigorate demand of El Paso small businesses through sustained marketing and communication campaigns. In addition, this proposed renewal will add the SizeUp business intelligence software. It will be readily available for local businesses and entrepreneurs to research the start, growth, and expansion of local businesses. This valuable tool will be available at no cost to businesses.

This program is in coordination with the County of El Paso who will be equally contributing towards this investment.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

Amount: \$170,330.00

Funding Source: General Funds


Account: 999 – 1000 – 99999 - 522150

Revised 04/09/2021

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Economic Development
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: 

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

RESOLUTION

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

That the City Manager be authorized to sign a Consulting Services Agreement by and between the CITY OF EL PASO and the BETTER BUSINESS BUREAU OF EL PASO (“BBB”), for the BBB to provide marketing services for the “EPBUSINESSSTRONG AND BUY EL PASO PROGRAMS” in an amount not to exceed \$170,330.

APPROVED THIS _____ **DAY OF** _____ 2022.

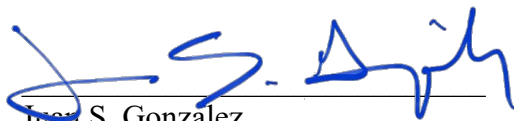
CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic and International Development

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement is made this _____ day of _____, 2022 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 the **BETTER BUSINESS BUREAU** of El Paso, a Non-Profit Organization (“**Consultant**” or “**Contractor**”).

RECITALS

WHEREAS, CITY has a substantial need for marketing services; and

WHEREAS, CITY cannot adequately perform the services with its own personnel; and

WHEREAS, Consultant has previously demonstrated the competence, knowledge, and qualificationsto provide the marketing services CITY requires at a reasonably proposed fee for said services; and

WHEREAS, Consultant has been selected to perform such services as required by the CITY, and the Consultant was selected in accordance with all applicable state and local laws and ordinances;

WHEREAS, Consultant has previously provided these services to the City and desires to provide the required services to City; and

WHEREAS, the CITY intends to engage the Consultant to provide marketing services for the project known as the **“EPBUSINESSSTRONG AND BUY EL PASO PROGRAMS”**, hereinafter referred to as the **“Project”**, as further described in **Attachment “A”**; and

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the CITY and Consultant 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 Services and Budget
Attachment "B"	Insurance Certificate(s)

ARTICLE II. PROJECT

2.1 The CITY hereby agrees to retain the Consultant and the Consultant agrees to perform consultancy services for the Project. The Project shall consist of the Consultant's completion of the Scope of Services as further described in **Attachment "A"**.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The CITY shall pay to the Consultant an amount not to exceed **\$170,330** for all services and reimbursables performed pursuant to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant 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 Scope of Services attached to this Agreement as **Attachment "A"**.

3.2 CONSULTANT'S SERVICES. The Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "A"**.

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

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 Consultant shall complete the requested services in accordance with the timelines (1 year) and schedules outlined in **Attachment "A"**.

4.2 *[RESERVED]*

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

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and CITY that the CITY may terminate this Agreement, in whole or in part for the convenience of the CITY, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the CITY's notice of termination. CITY shall compensate Consultant in accordance with this Agreement; however, the CITY may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the CITY is determined. Nothing contained herein, or elsewhere in this Agreement shall require the CITY to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

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

4.3.3 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. Contractor agrees that the Contract can be terminated if the contractor or any of its vendor(s) knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

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

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and 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 [RESERVED]

5.1.4 OWNER AS ADDITIONAL INSURED. The CITY shall be named as an Additional Insured on all of the Consultant’s Insurance Policies, with the exception of Workers’ Compensation required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class

of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment “B”**. 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, CONSULTANT 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 CONSULTANT OR CONSULTANT’S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT 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 VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant 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”.

7.2 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the concepts, design, and other documents prepared by the Consultant 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 Consultant 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 Consultant, provided, however, the Consultant 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 Consultant responsible for any subsequent use of the documents. The Consultant shall provide the CITY with copies of the Instruments of Service in both electronic form and in hard copy.

7.3 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant'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 Consultant'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) Consultant'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 Consultant's records have been generated from computerized data, Consultant agrees to provide CITY's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The CITY or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.4 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.5 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the CITY and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.6 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.7 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.8 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.9 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.10 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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

With a Copy to: The City of El Paso
Attn: Economic and International Development
P. O. Box 1890
El Paso, Texas 79950-1890

To the Consultant: Better Business Bureau
Attn: Marybeth Stevens
500 E. Paisano Drive, El Paso, Texas 79901

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

7.11 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.

7.12 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.

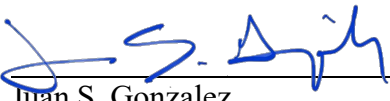
[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY:
CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic and International Development

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on the following page)

CONSULTANT:

Better Business Bureau

By: 
Marybeth Stevens, President

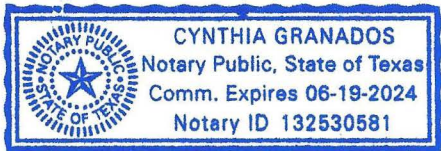
ACKNOWLEDGEMENT

THE STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on this 19 day of April, 2022,
by as **Marybeth Stevens, President** of Better Business Bureau.




Notary Public, State of Texas

My commission expires:

06/19/2024

ATTACHMENT "A" SCOPE OF WORK



Start With Trust

Better Business Bureau® Paso del Norte

Serving Texas in El Paso, Hudspeth, Culberson, Jeff Davis and Presidio Counties and the State of Chihuahua, Mexico

March 27, 2022

Elizabeth Triggs, Economic & International Development, City of El Paso
Mirella Craigo, Economic & International Development, City of El Paso
Miranda Diaz, Economic & International Development, City of El Paso
Denisse Carter, Economic & International Development, City of El Paso

RE: Proposal and Scope of Work to Continue the EPBusinessStrong and Buy El Paso Programs for an Additional 12 Months Upon Completed Performance of Contract No. 2021-1198 in March 2022, with the Addition of Hosting SizeUp

As requested, the following sets forth a proposal to continue the services and EPBusinessStrong and Buy El Paso programs in accordance with those set forth in and delivered pursuant to Contract No. 2021-1198, which terminates March 2022. *This proposal is designed with the underlying assumption that the County of El Paso will provide matching funds.*

To continue to leverage best practices and investments made by the City of El Paso, El Paso County, and the Better Business Bureau that support integrated and sustained marketing and communication campaigns that provide timely and effective support to and promotion of small businesses throughout the City of El Paso, this proposal builds upon momentum gained to date to:

- Provide critical information from City/County officials and available economic development resources for local and small businesses;
- Promote and provide needed exposure of local small businesses that are continuing to recover from the negative economic impacts of the pandemic and current market uncertainties and challenges; and
- Educate regarding the importance of and encourage buying from locally owned and operated businesses.

In addition, this proposal contemplates that www.epbusinessstrong.org will host the SizeUp business intelligence software to make it readily available for local businesses and entrepreneurs to research the start, growth, and expansion of local businesses.

The integrated programs provide a sustainable framework to support economic development in the City of El Paso that recognizes the above challenges, needs, and opportunities.

The program extension is designed to provide services for 12 months, which contemplates the ability to quickly adapt to current needs of the City and County with respect to important communication and economic development priorities.

Websites:

Custom Web Development \$5,334.00 Tech

Support \$500 month (\$6,000 total)

Google Adwords \$750 month (\$9,000 total)

Total \$20,334

To include:

- Google AdWords and Search Engine Optimization for both epbusinessstrong.org and BuyEP.org
- Continued tech support for the year
 - Maintenance, Support and Content Management
 - Server configuration, VPS Hosting
 - Malware and Phishing Security Services
 - Backup and Disaster Recovery
 - SSL Certification
 - 1 user email hosting
 - Content management: edits, uploads, basic enhancements

Communications and Consulting:

Communications Consulting \$7,500 per month (\$90,000 total) Social

Media Ads \$500 per month (\$6,000 total)

Production fee \$6,666 Promotional items \$11,334

Total: \$114,000

To include:

- Develop and implement communications strategy for Biz Strong and Buy El Paso
- Develop and manage all messaging for Biz Strong and Buy El Paso
 - Public Relations
 - Crisis communications and rapid response
- Social media management and content creation
 - Content Calendar
 - Promotional Campaigns
- Production of creative collateral for campaign
 - Video
 - Photos
 - Promotional Items
 - Facebook Live production

Integration of SizeUp Business Intelligence Software

LBI Setup \$3,000

LBI Software as a Service License \$11,995

Total: \$14,995

BBB Direct Service Delivery Resources:

\$1,000 per month (\$12,000 total)

- Direct staffing services and communication tools include
 - Translation
 - Interviews
 - Production

Administration and Reporting:

\$750 per month (\$9,000 total)

Total \$21,000

12 Month Program(s) TOTAL: \$170,330.00

We appreciate this opportunity to continue to work with the City Of El Paso and to provide these important economic development tools and resources to support local businesses as they adapt to the realities of ever-changing operating environments.

Thank you for your consideration.

Sincerely,



Marybeth Stevens
President, BBB El
Paso 915-309-5463



BETTBUS-02

JLARES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 4682 Hub International Insurance Services 601 N. Mesa, Suite 1550 El Paso, TX 79901		CONTACT NAME: Jessie Lares PHONE (A/C, No, Ext): (915) 206-6074 6074 FAX (A/C, No): (866) 399-3972 E-MAIL ADDRESS: jessie.lares@hubinternational.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Central Mutual Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Better Business Bureau of El Paso
El Paso Better Business Bureau Foundation
550 E. Paisano
El Paso, TX 79901

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CLP 7886109 36	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 HIRED NONOWNED \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes a blanket automatic additional insured endorsement or policy terms that provide additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status subject to policy terms and conditions.

The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides a waiver of subrogation to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status subject to policy terms and conditions.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of El Paso, SMG, El Paso Convention and Performing *
One Civic Center Plaza
El Paso, TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Hub International Insurance Services		License # 4682	NAMED INSURED Better Business Bureau of El Paso El Paso Better Business Bureau Foundation 550 E. Paisano El Paso, TX 79901
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording subject to policy terms and conditions.

City of El Paso, SMG, El Paso Convention and Performing Arts Centers, their officers, directors, employees and agents are additionally insured as per attached endorsement.