

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 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, the City desires to enter into a Subrecipient Agreement with **Better Business Bureau (“Better Business Bureau” or “BBB”) Foundation El Paso, a 501 (c)3 nonprofit organization**, whereby BBB will administer ARPA Act funds for the continuation of the Buy El Paso and EPBusinessStrong programs for two years, and implement the El Paso Small Business Rewards Program to address business growth slow-down resulting from the COVID-19 pandemic; 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 reimburse small businesses for the costs of business interruptions caused by required COVID-19 closures.

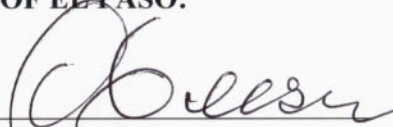
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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:


That the City Manager be authorized to execute a Subrecipient Agreement by and between the City of El Paso and **Better Business Bureau**, providing \$1,435,522.24 to BBB to administer ARPA Act funds to continue the EPBusinessStrong and Buy El Paso Programs and to implement the El Paso Small Business Rewards Program.

APPROVED this 31st day of January, 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 31st day of January, 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 the **Better Business Bureau Foundation El Paso, a 501 (c)3 nonprofit organization** (“**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 continue the **EPBusinessStrong and Buy El Paso Programs and to implement the El Paso Small Business Rewards Program** collectively referred to as the “**Programs**”, and 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 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 [intentionally deleted]

**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 **\$1,435,522.24** 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.

**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.

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 VII. GENERAL PROVISIONS

7.1 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".

7.2 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**.

7.3 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.

7.4 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-Recipient 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 Sub-Recipient's records related to this Project, and shall be allowed to interview any of the Sub-Recipient'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 or the additional Terms and Conditions referred to in Section 7.2 above. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Sub-Recipient's office hours) and places upon reasonable notice.

7.5 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.

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

7.7 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.

7.8 GOVERNING LAW. The Sub-Recipient shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 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.

7.10 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.

7.11 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 Sub-Recipient: Better Business Bureau Foundation El Paso
Attn: _____
550 East Paisano
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

7.12 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.

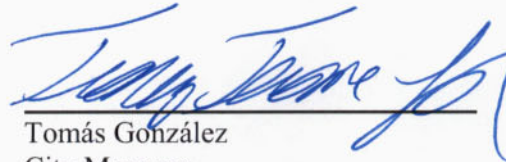
7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment,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

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

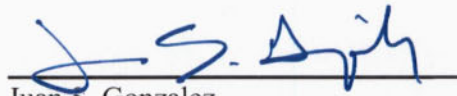
CITY:

CITY OF EL PASO:



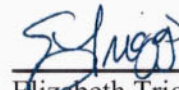
Tomás González
City Manager

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



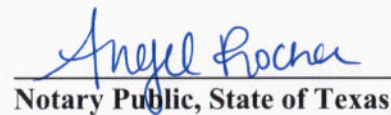
Elizabeth Triggs
Director
Economic and International Development

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 2 day of February, 2023, by
Tomás González, as **City Manager** of the **City of El Paso**, Texas.

Tracey Jerome for


Notary Public, State of Texas

My commission expires: 06 / 01 / 24



(Signatures continue on the following page)

SUB-RECIPIENT:

Better Business Bureau Foundation El Paso



Name: MARY STEVENS

Title: PRESIDENT

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

§

COUNTY OF EL PASO §

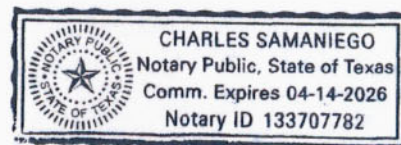
This instrument was acknowledged before me on this 17th day of September, 2022, by _____

Mary Stevens, as President of BBB Foundation of El Paso



Notary Public, State of Texas

My commission expires: 04 11 2026



ATTACHMENT “A”
SCOPE OF WORK



SCOPE of WORK

Buy El Paso EPBusinessStrong El Paso Small Business Rewards Program

INTRODUCTION

The City of El Paso is currently supporting the **Buy El Paso** and **EPBusinessStrong** programs that were developed in response to the City's 2020 request for programs to support local businesses. This proposal leverages the best practices and investments made by the City of El Paso and the Better Business Bureau in these integrated and sustained marketing and communication campaigns *and* incorporates the **El Paso Small Business Rewards Program**.

All aspects and deliverables currently embodied in the Buy El Paso and EPBusinessStrong programs continue pursuant to this proposal, including

- Providing critical information from City officials and available economic development resources for local and small businesses;
- Promoting and providing 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;
- Educating and encouraging the public regarding the importance of buying from locally owned and operated businesses; and
- Hosting the *SizeUp* business intelligence software for local businesses and entrepreneurs to research the start, growth, and expansion of local businesses.

(See end note for specificsⁱ.)

EL PASO SMALL BUSINESS REWARDS PROGRAM

PROBLEM STATEMENT

After years of business disruptions caused by the pandemic, supply chain shortages and delays, and employee staffing challenges, regional businesses are resuming operations and working to ensure their businesses and the El Paso economy are poised for future success. Much of the last two years was focused on providing immediate assistance, primarily in the form of direct financial assistance to keep businesses afloat. As operations have resumed, a number of factors will provide new and ongoing challenges for businesses, including continued health and safety concerns, inflation, rising gas prices, and the possibility of a recession.

This is a time when businesses need tools to regain their customer base and attract new ones. However, many businesses, especially smaller ones, do not have the resources for effective marketing campaigns or customer retention tools.

At the same time, local economic development experts are seeking new tools to assist businesses understand the market and how to maximize location, operation hours, etc... to support sustainable growth.¹ They are also seeking data to understand marketplace trends and opportunities to help attract new businesses and help others expand in our region to grow our economy.

Finally, never before has the impact of the physical health of a community been so intertwined with its economic prosperity. Businesses must operate in a manner that instills confidence that the health and safety of their employees and customers is protected. Additionally, local leaders need tools and information to better help them make data-driven decisions regarding health and safety measures that directly impact local business and the economy.

SOLUTION SUMMARY

Provide technology-driven solution to expedite recovery, build resilience, and promote sustainability of local businesses and to gather data to support local economic development and policy decisions by implementing Rewards Incentive / Movement Tracking Technology ("QR Code Technology") to

- serve as a catalyst to help revitalize local businesses on many levels, including
 - offering a marketing incentive tool to drive customer behavior,
 - building consumer confidence safely and mindful of business growth, and
 - providing business owners behavioral and predictive analytics to support more informed operations decisions;

¹ Goal #1 of Borderplex Alliance's 2025 Ascend Plan is "Help retain businesses and assist them in recovering from the shocks of the COVID-19 pandemic."

- provide rich, real-time economic and consumer movement data, including consumer habits, to support regional economic development efforts;
- provide data to local authorities to support data-driven decision-making with use of anonymous contact tracing as public health, or other, issues arise²; and
- provide an underlying data set to capture other regional trends, as they arise.

HOW

Build upon the outreach tools and digital platforms developed by the Better Business Bureau El Paso (“BBB”) and the City and County of El Paso (www.epbusinessstrong.org and the Buy El Paso program) to communicate, promote, and administer the adoption of Curacubby’s QR Code Technology to at least 500 local businesses.³

Communicate Opportunity to Local Businesses and Community

Initial outreach will focus on the recruitment of local businesses through the El Paso Business Strong platform. Along with utilizing BBB’s robust database and the communication resources of our community partners, it will likely involve digital, social, traditional, and earned media, as well as the use of direct mail and in-person training and outreach to ensure effective adoption. Communication will be in English and Spanish.

Soon thereafter, a campaign to encourage consumers to patronize those businesses in the QR Code Technology program will begin. We are recommending that we transition the Buy El Paso program to include those businesses that adopt the QR Code Technology in the Buy El Paso directory and promotional programs (replacing the original Pledge to Safety component of participation). Contests and gamification will be included to encourage use of the technology and comfort-level of consumers. This is a natural and logical evolution of the Buy El Paso program that leverages the work and investment to date.

QR Code Technology Deployment

1. Business Downloads QR Code from epbusinessstrong.org.
2. Business Prints QR Code and displays it at check-out.
3. Customer Scans QR Code.
4. Customer Enters Phone # (*compatible with What's App for international application*).
5. Customer Receives Rewards via SMS Text (no App required).
6. Location Stored & Time Stamped in Cloud Database (*no personally identifiable information stored*).
 - Smartphones and business locations create geo-fence.

² The government of Singapore has been using this model successfully since the outbreak of COVID (<https://www.ndi-api.gov.sg/safeentry>).

³ It is estimated that 500 business locations utilizing the technology will provide meaningful data.

REWARDS PROCESS

For Small Businesses:



Value

- **Increased Loyalty** Visitors earn reward points by scanning QR code
- **Powerful Marketing Tools** Send text messages to your customers. Send promotions, drive sales, and more.
- **Business Insights** Get data on your busiest and quietest times, your most loyal customers, and more.
- **Easy Setup** Create an account, enter location information, set rewards points values, and get a QR code to display.

For Customers:



Value

- Scan a QR code to earn points that can be traded for rewards.
- Get notified of promotions and more.

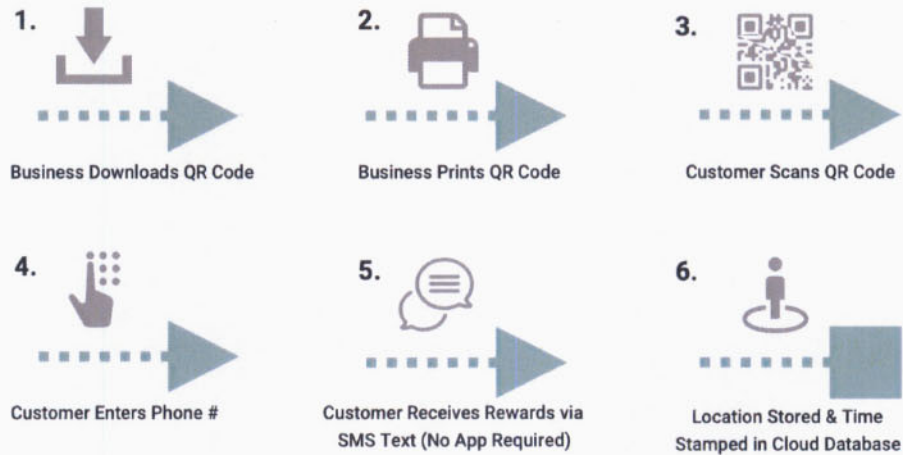
For Local Economic Development Experts



Value

- Access to data:
 - Foot traffic
 - Merchant Analytics
 - Trends and more

QR Code Deployment: Process Map



Data Utilized by Business

- Customize rewards program.
- Access data dashboard to analyze customer behavior, e.g. peaks, lows, etc...
- Use data to drive customer behavior, e.g send messages with discounts during off-peak hours.

Data Utilized by Local Economic Development Experts

- Use data to support economic development efforts.

Data Utilized by Local Officials

- Use data to support data-driven decision making with respect to public health and the economy.

WHY/BENEFITS

In addition to further reinforcing the “think local first” mentality

Business

- Supports marketing, business retention and expansion, and contributes to growth.
- Opportunity for smaller businesses to leverage the same technology benefits⁴ of loyalty programs utilized by large corporations for a fraction of the cost (initially free or low-cost).

⁴ Loyalty programs offer valuable data collection opportunities, as proven by big brands.

- Consumers increasingly expect rewards from retailers.
- Drives customers to local businesses.
- Promotion of businesses using the QR Technology on Buy El Paso, which provides visibility of local businesses to a large audience which would otherwise be cost-prohibitive to these businesses.
- Opportunity to leverage other Buy El Paso programs, such as Buy El Paso Day.

Local Government

- Tracking human movement between business locations provides powerful data for the region.
- Places region at forefront of technology-driven solutions to economic development and public health by supporting proactive v. reactive decision making.
- Increases in sales tax receipts from small businesses.
- Maintains valuable communication tools of epbusinessstrong.org for the City with business community as new programs and opportunities are available.
- Maintains commitment to promoting buying local.

OUTCOMES

Engage a minimum of 500 local businesses to utilize the QR Code Technology.

Businesses provided data analytic tools to drive customer retention and growth.

Regional economic development leaders provided data analytic tools that offer information on human movement and consumer habits to guide economic development and growth.

Local government officials provided data analytic tools to guide data-driven decisions regarding public health and the local economy.

Increases in sales tax receipts from small businesses within the County of El Paso.

The proactive investment in these programs and communication tools favorably positions the City with the local business community and future relocation and expansion prospects.

-
- 60% of retailers are using a loyalty program as a tool to track consumer activity across the omnichannel purchasing journey
 - 75% of customers said they were likely to make another purchase after receiving an incentive
 - 85% of loyalty program members who have redeemed with their mobile phone say their experience was improved by that technology

Source: Loyalty Statistics: The Ultimate Collection

ISSUES/CONCERNS

Privacy

- Opt-in design is compliant with national and local data privacy laws.

Technology proficiency and comfort level of businesses and consumers

- Consumers have embraced electronic loyalty programs at a majority of larger retail businesses. In addition, one of the few bright sides of COVID is that businesses and consumers alike have quickly adapted to using their phones and QR Codes to make marketplace experiences safer for employees and customers, e.g. the use QR codes for menus at restaurants.
- Adoption rate of technology can be measured weekly, providing measurement of penetration success.

TIMELINE

Upon approval and allocation of resources from City of El Paso

Days 1-120 (120 days)

Discovery

Curacubby and BBB will engage in stakeholder interviews to identify opportunities and obstacles to business adoption of QR Code Technology.

Design

Armed with information from interviews, BBB and Curacubby will refine design and functionality of technology and delivery through epbusinessstrong.org. Concurrently, BBB and Barracuda Public Relations (“BPR”) will design business outreach and communication plans, to include all methods and tools needed to reach target business audiences at various stages of the roll-out.

(Note: Outreach and communication will leverage BBB’s robust local business database and likely involve digital, social, traditional, and earned media, as well as the use of direct mail and in-person training and outreach to ensure effective adoption. Gamification and contest components will be included via Buy El Paso Phase II to promote engagement. Communication will be in English and Spanish.)

Pilot

Recruitment and testing with limited number of businesses.

Days 120-240 (120 days)

Launch and Implementation

Curacubby/BBB/BPR will coordinate a full rollout with the City of El Paso, including media relations, social media content and direct communications to businesses about this new tool. EPbusinessstrong.org will function as the

information hub, including downloading QR Code functionality and a full tutorial on how to utilize the technology, as well as other relevant information. Buy El Paso will be leveraged to encourage adoption and consumer engagement.

Days 240-545

Continued Implementation and Outreach

18 Months+

Program expected to be self-sustaining and continued to be administered by BBB and Curacubby, with data available to City officials.

EVALUATION

Monthly reports on adoption and usage to be provided to the City of El Paso.

BUDGET JUSTIFICATION

A number of factors ensure the positive impact of the program to individual businesses, local governments, and economic development organizations will far out-weigh the required investment, including

- Curacubby is providing this technology at cost;
- cost for business to build similar program independently prohibitive⁵;
- the value of the data to drive decision making on business, economic development, and policy-development levels;
- BBB is able to build upon the previous investments by the City and County of El Paso and the success and familiarity of www.epbusinessstrong.org and the Buy El Paso program, as well as its own business database, to increase likelihood of adoption and success; and
- communication tools and successful Buy El Paso program remain intact.

BUDGET

Assumptions

- Incorporates the existing budget the City of El Paso is currently funding to support the Buy El Paso and EPBusinessstrong programs (funded under contract through March 2023), and extends them for the term of this proposed contract.
- At least 500 business locations adopt the QR Code Technology.
- Budget is designed to cover all costs of QR Code Technology program.
- The budget is designed for optimal impact, taking into account the experiences of promoting the City's CARES programs.
- 18-24 month deployment (goal is for program to be self-sustaining in 1-2 years).

⁵ Cost for business to build similar program independently:

Upfront Cost per Business:

- Use Case Research - \$5,000 to \$10,000
- Design - \$15,000 to \$30,000
- Back-End Development - \$75,000 to \$150,000
- Front-End Development - \$50,000 to \$100,000
- Quality Assurance - \$20,000 to \$40,000

Total: \$160,000 to \$330,000

Monthly Recurring Cost per Business:

- Hosting Services - \$200 - \$600
- Code Maintenance - \$2000 - \$6000
- Version Control - \$500 to \$1500
- Systems Administrator - \$2000 - \$6000

Total: \$4,700 - \$14,100

WHO

Curacubby

Curacubby provides software and data analytics to over 500 schools in 18 states and was most recently featured in the New York Times as a leading platform for the future of education. They have developed proprietary software to help schools track student & family movement and aggregate the data to support contact tracing and predictive analysis for outbreaks. This software is also immediately deployable to retail businesses.

Curacubby has an office in El Paso with the technology on the ground for fast deployment and long-term success.

Better Business Bureau El Paso

BBB 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 30,000 visitors each month to bbb.org/elpaso.

In 2020, working with the City of El Paso and El Paso County, BBB created a centralized, single point-of-contact information source for businesses impacted by COVID-19, with information on available resources for immediate relief and to grow and sustain business. This bilingual website/directory is supported by search engine optimization, traditional marketing efforts and a robust social media strategy. Concurrently, BBB developed and implemented a "Buy Local" marketing initiative that has ignited more spending in the El Paso economy and supports smaller businesses, microenterprises, and independent contractors.

ADDITIONAL RESOURCES

Videos that demonstrate the power of the technology:

- Fast QR check-in
 - https://youtu.be/IH624yfO_uc
- Government Data Dashboard:
 - SafeELP City Dashboard - [Watch Video](#)

i Current Buy EP and EPBusinessStrong Services

Websites:

Custom Web Development

Tech Support

Google Adwords 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

Social Media Ads

Production fee

Promotional items

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

BBB Direct Service Delivery Resources:

Direct staffing services and communication tools include

Translation

Interviews

Production

Administration and Reporting

ATTACHMENT “B”
BUDGET

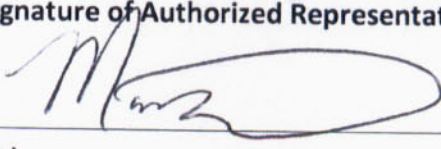
Small Business Rewards Budget					
		fixed	per month	24 months	Total
Small Business Rewards Technology (assumes 500 businesses)				\$ 264,000.00	
Buy EP and EPBusinessStrong Websites					
	gamification/ web developmnet	\$ 15,000.00		\$ 15,000.00	
	Tech Support		\$ 1,000.00	\$ 24,000.00	
Communications and Consulting					
	Strategy and Messaging		\$ 5,000.00	\$ 120,000.00	
	Production Fee	\$ 22,000.00		\$ 22,000.00	
	Social Media Ad Budget		\$ 1,000.00	\$ 24,000.00	
	Google Adwords		\$ 1,000.00	\$ 24,000.00	
	Promotional Items	\$ 30,000.00		\$ 30,000.00	
	Direct outreach (WFSB and/or promotoras)	\$ 77,619.00		\$ 77,619.00	
	<i>Paid Media: Traditional (outdoor, television, digital)</i>		\$ 17,500.00	\$ 315,000.00	
	Direct Mail Campaign	\$ 20,000.00		\$ 20,000.00	
	Total			\$ 935,619.00	\$ 935,619.00
Buy El Paso and EPBuisnessStrong programs					
		fixed	/per month	24 months	
Buy EP and EPBusinessStrong Websites					
	Custom Web Development	\$ 5,334.00		\$ 13,868.40	
	Tech Support		\$ 500.00	\$ 12,000.00	
	Google Adwords		\$ 750.00	\$ 18,000.00	
Communications and Consulting					
	Communications Consulting		\$ 7,500.00	\$ 180,000.00	
	Social media ad budget		\$ 500.00	\$ 12,000.00	
	Production fee	\$ 9,874.09		\$ 25,672.34	
	promotional items	\$ 14,541.09		\$ 52,362.50	
				\$ 313,903.24	\$ 313,903.24
BBB Direct Services and Admin for ALL programs					
	BBB Direct Service Delivery Resources		\$ 4,000.00	\$ 96,000.00	
	Administration and Reporting		\$ 3,750.00	\$ 90,000.00	
				\$ 186,000.00	\$ 186,000.00
TOTAL					\$ 1,435,522.24

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

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.**

Agreement/Amendment: _____

Legal Name of Contractor: Better Business Bureau Foundation of El Paso	FFATA Contact # 1 Name, Email and Phone Number: Mary Stevens marybeth@bbbelpaso.org 915-577-0195
Primary Address of Contractor: 550 E. Paisano El Paso, Texas 79901	FFATA Contact #2 Name, Email and Phone Number: Annabel Mendez associate@bbbelpaso.org 915-577-0195
ZIP Code: 9-digits Required www.usps.com <div style="border: 1px solid black; display: inline-block; padding: 2px;"> 7 9 9 0 1 - 2 8 3 6 </div>	DUNS Number: 9-digits Required www.sam.gov <div style="border: 1px solid black; display: inline-block; padding: 2px;"> 9 6 6 2 6 9 3 2 1 </div>
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits <div style="border: 1px solid black; display: inline-block; padding: 2px;"> n/a </div>	

Printed Name of Authorized Representative Mary Stevens	Signature of Authorized Representative 
Title of Authorized Representative President, BBB E Paso	Date Oct. 6, 2022

**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?

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

For example:

*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;
Sally Tom:300000*

Provide compensation information here:

ATTACHMENT “C”
INSURANCE CERTIFICATES / CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2022

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED JEFFS WESTSIDE PLUMBING LLC 4040 DONIPHAN DR EL PASO, TX 79922-1331		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # .13935	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 57

REVISION NUMBER: 0

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 INSR	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	N	N	9823268	10/01/2022	10/01/2023	EACH OCCURRENCE \$1,000,000
	DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000						
	MED EXP (Any one person) \$10,000						
	PERSONAL & ADV INJURY \$1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000	
OTHER:						PRODUCTS - COMPROP AGG \$2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE 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)							

CERTIFICATE HOLDER

376-335-6
BETTER BUSINESS BUREAU
550 E PAISANO DR
EL PASO, TX 79901-2836

CANCELLATION

57 0
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

Michael G Kern

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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.



Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. DEPARTMENT OF THE TREASURY

January 2022