

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

AGENDA DATE: March 12, 2024
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Craigo, 915-212-1617
Karina Brasgalla, 915-212-1570
DISTRICT(S) AFFECTED: All
STRATEGIC GOAL: 1. Cultivate an Environment Conducive to Strong, Economic Development
SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

SUBJECT:

Discussion and Action on a Resolution authorizing the City Manager to sign a Memorandum of Understanding ("MOU") with the ESO Network members and that the City Manager be authorized to allocate City resources, as defined in Section (c) of the MOU, to meet the City's Roles and Responsibilities in supporting the services provided at the Business One Stop Shop.

BACKGROUND / DISCUSSION:

Founded in 1949, the Aspen Institute is a global nonprofit organization committed to realizing a free, just, and equitable society. The Aspen Institute founded the Latinos and Society Program (AILAS) in 2015. AILAS is deeply committed to increasing Latino access to opportunity and inclusion in the economy, and believes that a prosperous future for all Americans rests on Latino American economic advancement. Its mission is to identify, promote, and catalyze ideas and solutions that foster greater opportunity for American Latinos, enabling a more prosperous and inclusive America for all. In August 2021, the AILAS selected the City of El Paso to participate in a six-city cohort of Latino majority communities disproportionately affected by COVID19.

The city is spearheading a dynamic collaboration among over 20 entrepreneur support organizations (ESOs) to launch the BOSS initiative. The initial phase entails establishing a charitable program fund through a strategic partnership with the Paso Del Norte Foundation, aimed at sourcing donations from various stakeholders including banks, private donors, corporations, and philanthropic organizations. This fund is pivotal in ensuring the long-term sustainability of programming. Following this crucial step, the initiative will transition to seeking approval for an MOU with the ESO network, representing the culmination of two years of dedicated relationship-building efforts. Amidst this process, another pivotal phase for the BOSS will involve the establishment of a virtual presence, leveraging digital platforms to expand accessibility and reach for entrepreneurs. Subsequently, efforts will be directed towards securing a physical location, providing entrepreneurs with a tangible hub for support services and resources.

Through this collaborative endeavor, ESOs stand to significantly enhance their impact on the entrepreneurial ecosystem, unlocking a myriad of benefits. These include fostering enhanced collaboration, reducing duplication of efforts, increasing access to resources, streamlining service delivery, igniting synergy and innovation, and amplifying overall impact. By breaking down silos and working together, ESOs aim to cultivate a cohesive and effective support ecosystem for entrepreneurs, driving economic growth and prosperity within the community.

Partner organizations were provided Contribution and Disclosure Forms in accordance with Ordinance No. 019581.

PRIOR COUNCIL ACTION:

On May 14, 2022, City Council approved the allocation of \$14M to small business recovery and relief.

AMOUNT AND SOURCE OF FUNDING:

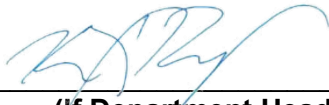
Grant Funded (ARPA)

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Economic and International Development

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, the City of El Paso (“City”) has established the Business One Stop Shop (“BOSS”) to foster increased connectivity, collaboration, coordination, increase awareness, engagement, and trust to catalyze collective action around building an equitable entrepreneurial ecosystem, supporting equitable small business recovery, retention, and expansion; and

WHEREAS, the City identified various entities jointly referred to as the Entrepreneurial Support Organization (“ESO”) which have agreed to individually and collectively provide support services at the BOSS; and

WHEREAS, the City and ESO members now desire to enter into a written understanding of the expectations and commitments each party - individually and collectively - will be expected to provide to support the small business community of the City of El Paso;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS:

1. **THAT**, the City Manager be authorized to sign a Memorandum of Understanding (“MOU”) with the ESO Network members.
2. **THAT**, the City Manager be authorized to allocate City resources, as defined in Section (c) of the MOU, to meet the City's Roles and Responsibilities in supporting the services provided at the Business One Stop Shop.

APPROVED this ____ day of _____, 2024.

(Signatures on the following page)

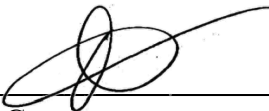
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

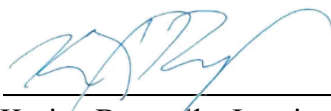
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Interim Director
Economic & International Development

This Memorandum of Understanding (“MOU”) is entered into by and between the **CITY OF EL PASO** (the “CITY”), a home rule municipal corporation, and members of the **ENTREPRENEURIAL SUPPORT ORGANIZATION** (“ESO”) Network (collectively, the “Parties”) on this the ____ day of ____, 2024.

The **ESO** Network shall provide support services at a “Business One Stop Shop” (“**BOSS**”) to be identified by the City. Said **BOSS** will be located within the geographic boundaries of The City Of El Paso, Texas. The ESO Network’s level of commitment on the hours will vary.

- **BETTER BUSINESS BUREAU FOUNDATION**
- **BORDERPLEX COMMUNITY CAPITAL**
- **DOWNTOWN MANAGEMENT DISTRICT**
- **EL PASO CHAMBER OF COMMERCE**
- **EL PASO CHAMBER OF COMMERCE FOUNDATION**
- **EL PASO COLLABORATIVE**
- **FABLAB EL PASO**
- **HUNT INSTITUTE FOR GLOBAL COMPETITIVENESS**
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- **LIFTFUND INC.**
- **MEDICAL CENTER OF AMERICAS**
- **MIJA, YES YOU CAN**
- **MIKE LOYA CENTER FOR INNOVATION AND COMMERCE**
- **PEOPLETUND**
- **PIONEERS 21**
- **PROGRESS321**
- **PROJECT VIDA**
- **SCORE (SERVICE RETIRED OF RETIRED EXECUTIVES)**
- **SMALL BUSINESS DEVELOPMENT CENTER (SBDC)**
- **WORKFORCE SOLUTIONS BORDERPLEX**

RECITALS:

WHEREAS, the CITY entered into a “Collaboration Agreement” by and between the City of El Paso and the El Paso Chamber of Commerce, together the “Anchor Organizations” with the guidance of the Aspen Institute Latinos and Society (“AILAS”). The Anchor Organizations and AILAS will work together to empower Latino communities and promote long-term economic growth and resiliency.

WHEREAS, an Entrepreneurial Ecosystem Steering Committee (“EESC”) was formed, the EESC collectively recommended that to implement a place-based intervention by launching the **BOSS** would foster increased connectivity, collaboration, coordination, increase awareness, engagement, and trust to catalyze collective action around building an equitable entrepreneurial ecosystem, supporting equitable small business recovery, retention, and expansion.

WHEREAS, the goal of a strengthened ecosystem is to ensure that every entrepreneur and small business owner in El Paso, regardless of background and demographics, has access to the resources and relationships that he or she needs to start and grow a thriving business that contributes to their financial well-being and to the growth and long-term viability of the city’s economy.

NOW THEREFORE, in consideration of the foregoing, the CITY and the **ESO** enter this Memorandum of Understanding to lay out the terms agreed upon by the Parties as follows:

a) The **CITY** and the **ESO** will comply with the following terms of the MOU, specifically:

- i. Empower and promote long-term economic growth and resiliency.
- ii. Provide referrals within the ESO Network.
- iii. Request businesses that obtain services through the BOSS to complete a survey to measure the economic impact of the programming available.
- iv. Each Party to this MOU shall contribute staff time and expertise by hosting webinars, trainings or meetings with businesses within their areas of expertise.
- v. Grow and accelerate equitable small business recovery and stimulate opportunities for long-term growth of small businesses that will create job growth through the creation of the BOSS.
- vi. Building a more equitable, data-driven, community informed, and inclusive entrepreneurial ecosystem in support of the community.
- vii. Create strategies for scaling and institutionalizing impactful programs to support greater economic mobility.
- viii. ESO acknowledges and agrees that nothing in this MOU is intended to create a financial obligation.

b) PERIOD OF SERVICE / TERM

- i. This MOU will become effective after execution and shall be reviewed **annually** for continuation.

c) CITY Roles and Responsibilities

- i. Identify a city-owned location for the BOSS, said BOSS will be located within the geographic boundaries of the city of El Paso.
- ii. Create a bilingual website for the BOSS to showcase services offered.
- iii. Provide staff support from the Economic & International Development | Small Business
- iv. Business Support Center information
 - a. Location
 - b. Hours of Operation
 - c. Cost of Services

d) SERVICES

- i. Access to Capital
- ii. Mentoring
- iii. Digital Transformation
- iv. Technical Assistance and Financial Literacy

- v. Community Outreach
- vi. Research & Development
- vii. Workforce Development

e) TERMINATION

- i. **TERMINATION BY CITY.** It is understood and agreed by the ESO and the CITY that the CITY may terminate this MOU, for the convenience of the CITY, upon **thirty (30) consecutive calendar days'** written notice.
- ii. It is also understood and agreed that upon such notice of termination, the ESO shall cease the performance of services under this MOU.
- iii. **TERMINATION BY EITHER PARTY.** It is further understood and agreed by the ESO and CITY that either party may terminate this MOU. Such termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this MOU, 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 **thirty (30) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.
- iv. The CITY retains the right to immediately terminate this MOU for default, if any ESO violates any local, state, or federal laws, rules or regulations that relate to the performance of this MOU.
- v. Each Party will in good faith negotiate resolution of any commitments or outstanding obligations under this MOU.

f) NOTICES

- i. 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:
 - a. To the CITY: The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890
 - b. With a Copy to: The City of El Paso
Attn: Economic and International Development
P. O. Box 1890
El Paso, Texas 79950-1890
 - c. TO THE ESO

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

ALL PARTIES AGREE THAT THIS MEMORANDUM OF UNDERSTANDING IS NOT A CONTRACT AND CREATES NO LEGAL REQUIREMENTS UNDER THE LAW AND IS NOT ENFORCEABLE AS SUCH. THE PURPOSE FOR THIS DOCUMENT IS TO STATE THE ROLES AND RESPONSIBILITIES OF THE ESO NETWORK AND THE CITY OF EL PASO.

APPROVED by the City Council of the City of El Paso on this _____ day of _____, 2024


CITY OF EL PASO, TEXAS:

Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:




Karina Bragalla, Interim Director
Economic and International Development

ESO: Belden Business Bureau El Paso

Authorized Signer for the Organization

Name: Margbeth Stevens

Title: President

Signature: 

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RECITALS:

WHEREAS, the CITY entered into a “Collaboration Agreement” by and between the City of El Paso and the El Paso Chamber of Commerce, together the “Anchor Organizations” with the guidance of the Aspen Institute Latinos and Society (“AILAS”). The Anchor Organizations and AILAS will work together to empower Latino communities and promote long-term economic growth and resiliency.

WHEREAS, an Entrepreneurial Ecosystem Steering Committee (“EESC”) was formed, the EESC collectively recommended that to implement a place-based intervention by launching the **BOSS** would foster increased connectivity, collaboration, coordination, increase awareness, engagement, and trust to catalyze collective action around building an equitable entrepreneurial ecosystem, supporting equitable small business recovery, retention, and expansion.

WHEREAS, the goal of a strengthened ecosystem is to ensure that every entrepreneur and small business owner in El Paso, regardless of background and demographics, has access to the resources and relationships that he or she needs to start and grow a thriving business that contributes to their financial well-being and to the growth and long-term viability of the city’s economy.

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APPROVED by the City Council of the City of El Paso on this _____ day of _____, 2024


CITY OF EL PASO, TEXAS:

Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: **Borderplex Community Capital**

Authorized Signer for the Organization

Name: Hector Villegas

Title: President & CEO

Signature: H.Villegas

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Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: EL PASO DOWNTOWN MANAGEMENT DISTRICT

Authorized Signer for the Organization

Name: JOE GUDENRATH

Title: EXECUTIVE DIRECTOR

Signature: 

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APPROVED by the City Council of the City of El Paso on this _____ day of _____, 2024


CITY OF EL PASO, TEXAS:

Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: El Paso Chamber of Commerce

Authorized Signer for the Organization

Name: Andrea Hutchins

Title: President & CEO

Signature: *Andrea Hutchins*

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Interim City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



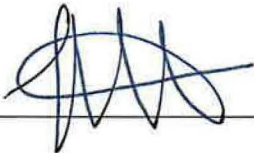
Karina Bragalla, Interim Director
Economic and International Development

ESO: El Paso Chamber of Commerce
Foundation

Authorized Signer for the Organization

Name: Lupe Mares

Title: Executive Director - EP Chamber
Foundation

Signature: _____

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Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: El Paso Collaborative for Community and Economic Development

Authorized Signer for the Organization

Name: Bill Schlesinger

Title: Executive Director

Signature: 

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Juan S. Gonzalez
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APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
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ESO: Fab Lab El Paso

Authorized Signer for the Organization

Name: Cathy Chen

Title: Executive Director

Signature: 

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APPROVED by the City Council of the City of El Paso on this _____ day of _____, 2024


CITY OF EL PASO, TEXAS:

Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

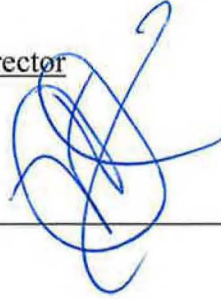
ESO: Hunt Institute for Global Competitiveness

Authorized Signer for the Organization

Name: Mayra Maldonado

Title: Executive Director

Signature: _____

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right, positioned over the signature line.

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ATTEST:

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City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: HISPANIC CHAMBER OF COMMERCE

Authorized Signer for the Organization

Name: Cindy Ramos-Davidson

Title: CEO

Signature: 

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Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: Independent Electrical Contractors (IEC)

Authorized Signer for the Organization

Name: Sara Navarro

Title: Executive Director

Signature: 

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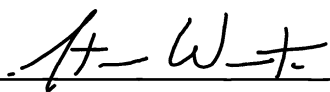
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Economic and International Development

ESO: JUST Community

Authorized Signer for the Organization

Name: Steve Wanta

Title: CEO

Signature: 

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P. O. Box 1890
El Paso, Texas 79950-1890

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APPROVED by the City Council of the City of El Paso on this _____ day of _____, 2024.

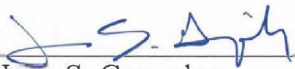
CITY OF EL PASO, TEXAS

Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

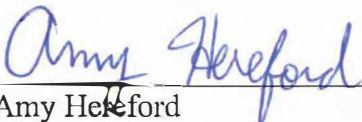
APPROVED AS TO CONTENT:



Karina Brascalla, Interim Director
Economic and International Development

APPROVED:

ESO: LiftFund Inc.



Amy Hereford
Interim President
LiftFund Inc.

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Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: Medical Center of the Americas Foundation

Authorized Signer for the Organization

Name: Carlos Ortega

Title: President & CEO

Signature: 

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Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:




Karina Bragalla, Interim Director
Economic and International Development

ESO: Mija, Yes You Can

Authorized Signer for the Organization

Name: Iris Lopez

Title: Founder, Executive Director

Signature: 

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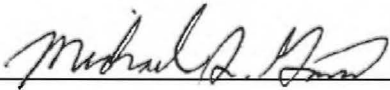
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ESO: Mike Loya Center for Innovation and Commerce

Authorized Signer for the Organization

Name: Michael S. Garcia

Title: Director

Signature: 

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CITY OF EL PASO, TEXAS:

Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



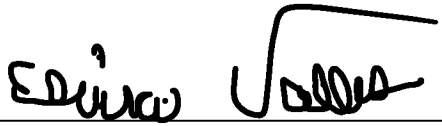
Karina Bragalla, Interim Director
Economic and International Development

ESO: PeopleFund

Authorized Signer for the Organization

Name: Elvira Valles

Title: Regional Lending Manager

Signature: 

This Memorandum of Understanding (“MOU”) is entered into by and between the **CITY OF EL PASO** (the “CITY”), a home rule municipal corporation, and members of the **ENTREPRENEURIAL SUPPORT ORGANIZATION** (“ESO”) Network (collectively, the “Parties”) on this the ____ day of ____, 2024.

The **ESO** Network shall provide support services at a “Business One Stop Shop” (“**BOSS**”) to be identified by the City. Said **BOSS** will be located within the geographic boundaries of The City Of El Paso, Texas. The ESO Network’s level of commitment on the hours will vary.

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- **BORDERPLEX COMMUNITY CAPITAL**
- **DOWNTOWN MANAGEMENT DISTRICT**
- **EL PASO CHAMBER OF COMMERCE**
- **EL PASO CHAMBER OF COMMERCE FOUNDATION**
- **EL PASO COLLABORATIVE**
- **FABLAB EL PASO**
- **HUNT INSTITUTE FOR GLOBAL COMPETITIVENESS**
- **HISPANIC CHAMBER OF COMMERCE**
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- **PROGRESS321**
- **PROJECT VIDA**
- **SCORE (SERVICE RETIRED OF RETIRED EXECUTIVES)**
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- **WORKFORCE SOLUTIONS BORDERPLEX**

RECITALS:

WHEREAS, the CITY entered into a “Collaboration Agreement” by and between the City of El Paso and the El Paso Chamber of Commerce, together the “Anchor Organizations” with the guidance of the Aspen Institute Latinos and Society (“AILAS”). The Anchor Organizations and AILAS will work together to empower Latino communities and promote long-term economic growth and resiliency.

WHEREAS, an Entrepreneurial Ecosystem Steering Committee (“EESC”) was formed, the EESC collectively recommended that to implement a place-based intervention by launching the **BOSS** would foster increased connectivity, collaboration, coordination, increase awareness, engagement, and trust to catalyze collective action around building an equitable entrepreneurial ecosystem, supporting equitable small business recovery, retention, and expansion.

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Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: Pioneers 21

Authorized Signer for the Organization

Name: Laura Butler

Title: Executive Director

Signature: Laura P. Butler

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ATTEST:

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City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: Progress321

Authorized Signer for the Organization

Name: Maya Sanchez

Title: Executive Director

Signature: Maya L. S.

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City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: Project Vida

Authorized Signer for the Organization

Name: Bill Schlesinger

Title: Co-Director

Signature: 

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Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:




Karina Bragalla, Interim Director
Economic and International Development

ESO: SCORE _____

Authorized Signer for the Organization

Name: Rick Peluso _____

Title: VP of Finance _____

Signature:  _____
322D94AF1B27418...

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- **EL PASO COLLABORATIVE**
- **FABLAB EL PASO**
- **HUNT INSTITUTE FOR GLOBAL COMPETITIVENESS**
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- **JUST COMMUNITY INC.**
- **LIFTFUND INC.**
- **MEDICAL CENTER OF AMERICAS**
- **MIJA, YES YOU CAN**
- **MIKE LOYA CENTER FOR INNOVATION AND COMMERCE**
- **PEOPLETUND**
- **PIONEERS 21**
- **PROGRESS321**
- **PROJECT VIDA**
- **SCORE (SERVICE RETIRED OF RETIRED EXECUTIVES)**
- **SMALL BUSINESS DEVELOPMENT CENTER (SBDC)**
- **WORKFORCE SOLUTIONS BORDERPLEX**

RECITALS:

WHEREAS, the CITY entered into a “Collaboration Agreement” by and between the City of El Paso and the El Paso Chamber of Commerce, together the “Anchor Organizations” with the guidance of the Aspen Institute Latinos and Society (“AILAS”). The Anchor Organizations and AILAS will work together to empower Latino communities and promote long-term economic growth and resiliency.

WHEREAS, an Entrepreneurial Ecosystem Steering Committee (“EESC”) was formed, the EESC collectively recommended that to implement a place-based intervention by launching the **BOSS** would foster increased connectivity, collaboration, coordination, increase awareness, engagement, and trust to catalyze collective action around building an equitable entrepreneurial ecosystem, supporting equitable small business recovery, retention, and expansion.

WHEREAS, the goal of a strengthened ecosystem is to ensure that every entrepreneur and small business owner in El Paso, regardless of background and demographics, has access to the resources and relationships that he or she needs to start and grow a thriving business that contributes to their financial well-being and to the growth and long-term viability of the city’s economy.

NOW THEREFORE, in consideration of the foregoing, the CITY and the **ESO** enter this Memorandum of Understanding to lay out the terms agreed upon by the Parties as follows:

a) The **CITY** and the **ESO** will comply with the following terms of the MOU, specifically:

- i. Empower and promote long-term economic growth and resiliency.
- ii. Provide referrals within the ESO Network.
- iii. Request businesses that obtain services through the BOSS to complete a survey to measure the economic impact of the programming available.
- iv. Each Party to this MOU shall contribute staff time and expertise by hosting webinars, trainings or meetings with businesses within their areas of expertise.
- v. Grow and accelerate equitable small business recovery and stimulate opportunities for long-term growth of small businesses that will create job growth through the creation of the BOSS.
- vi. Building a more equitable, data-driven, community informed, and inclusive entrepreneurial ecosystem in support of the community.
- vii. Create strategies for scaling and institutionalizing impactful programs to support greater economic mobility.
- viii. ESO acknowledges and agrees that nothing in this MOU is intended to create a financial obligation.

b) PERIOD OF SERVICE / TERM

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c) CITY Roles and Responsibilities

- i. Identify a city-owned location for the BOSS, said BOSS will be located within the geographic boundaries of the city of El Paso.
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- iii. Provide staff support from the Economic & International Development | Small Business
- iv. Business Support Center information
 - a. Location
 - b. Hours of Operation
 - c. Cost of Services

d) SERVICES

- i. Access to Capital
- ii. Mentoring
- iii. Digital Transformation
- iv. Technical Assistance and Financial Literacy

- v. Community Outreach
- vi. Research & Development
- vii. Workforce Development

e) TERMINATION

- i. **TERMINATION BY CITY.** It is understood and agreed by the ESO and the CITY that the CITY may terminate this MOU, for the convenience of the CITY, upon **thirty (30) consecutive calendar days'** written notice.
- ii. It is also understood and agreed that upon such notice of termination, the ESO shall cease the performance of services under this MOU.
- iii. **TERMINATION BY EITHER PARTY.** It is further understood and agreed by the ESO and CITY that either party may terminate this MOU. Such termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this MOU, 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 **thirty (30) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.
- iv. The CITY retains the right to immediately terminate this MOU for default, if any ESO violates any local, state, or federal laws, rules or regulations that relate to the performance of this MOU.
- v. Each Party will in good faith negotiate resolution of any commitments or outstanding obligations under this MOU.

f) NOTICES

- i. 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:
 - a. To the CITY: The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890
 - b. With a Copy to: The City of El Paso
Attn: Economic and International Development
P. O. Box 1890
El Paso, Texas 79950-1890
 - c. TO THE ESO

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

ALL PARTIES AGREE THAT THIS MEMORANDUM OF UNDERSTANDING IS NOT A CONTRACT AND CREATES NO LEGAL REQUIREMENTS UNDER THE LAW AND IS NOT ENFORCEABLE AS SUCH. THE PURPOSE FOR THIS DOCUMENT IS TO STATE THE ROLES AND RESPONSIBILITIES OF THE ESO NETWORK AND THE CITY OF EL PASO.

APPROVED by the City Council of the City of El Paso on this _____ day of _____, 2024


CITY OF EL PASO, TEXAS:

Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: SBDC

Authorized Signer for the Organization

Name:  William Serrata

Title: College President

Signature: 

This Memorandum of Understanding (“MOU”) is entered into by and between the **CITY OF EL PASO** (the “CITY”), a home rule municipal corporation, and members of the **ENTREPRENEURIAL SUPPORT ORGANIZATION** (“ESO”) Network (collectively, the “Parties”) on this the ____ day of ____, 2024.

The **ESO** Network shall provide support services at a “Business One Stop Shop” (“**BOSS**”) to be identified by the City. Said **BOSS** will be located within the geographic boundaries of The City Of El Paso, Texas. The ESO Network’s level of commitment on the hours will vary.

- **BETTER BUSINESS BUREAU FOUNDATION**
- **BORDERPLEX COMMUNITY CAPITAL**
- **DOWNTOWN MANAGEMENT DISTRICT**
- **EL PASO CHAMBER OF COMMERCE**
- **EL PASO CHAMBER OF COMMERCE FOUNDATION**
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Cary Westin
Interim City Manager

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic and International Development

ESO: Workforce Solutions Borderplex

Authorized Signer for the Organization

Name: Leila Melendez

Title: Chief Executive Officer

Signature: 

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
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- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
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Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Joe Gudenrath
Business Name	El Paso Downtown Management District
Agenda Item Type	BOSS Partners MOU
Relevant Department	Economic & International Development

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



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OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature:

Joe Gudenrath

Digitally signed by Joe Gudenrath
DN: cn=Joe Gudenrath, o=El Paso Downtown Management District,
ou=Executive Director, email=jgudenrath@elpasodmd.org, c=US
Date: 2024.02.26 12:57:24 -0700

Date: 2/26/2024

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Full Name _____

Business Name _____

Agenda Item Type _____

Relevant Department _____

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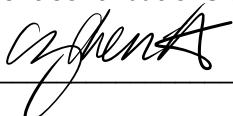
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Signature:  Date: _____

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Contributor / Donor Information:

Full Name	<u>Maya Sanchez</u>
Business Name	<u>Progress321</u>
Agenda Item Type	<u>BOSS Partners MOU</u>
Relevant Department	<u>City of El Paso Economic Development</u>

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



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Signature: _____

Mary L. [Signature]

Date: 2/26/24