

**STATE OF TEXAS) THIRD AMENDMENT TO CHAPTER 381 ECONOMIC
) DEVELOPMENT PROGRAM
) AGREEMENT/ FINANCIAL ASSISTANCE FOR SAFETY,
COUNTY OF EL PASO) TECHNOLOGY & ECONOMIC RESILIENCE (FASTER)**

This chapter 381 Economic Development Program Agreement ("Agreement") is made and entered into by and between the **COUNTY OF EL PASO, TEXAS** ("County"), a political subdivision of the State of Texas, and **BETTER BUSINESS BUREAU PASO DEL NORTE** ("Contractor"), a Texas non-profit organization, for the purposes and considerations stated below. The County and the Contractor are also referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into the Chapter 381 Economic Development Program Agreement/Financial Assistance for Safety, Technology and Economic Resilience (FASTER)("Agreement") on the 17th day of December, 2020, which was amended April 1, 2021, for the promotion of the Financial Assistance for Safety, Technology & Economic Resilience (**FASTER**) Program on various platforms including websites, print media, digital media, television media and other formats to provide free support to local businesses; and

WHEREAS, the Parties desire to extend portions of the Agreement until June 30, 2023, on a month to month basis; and

WHEREAS, the Parties wish to enter into this Third Amendment in order to reflect this intention.

NOW THEREFORE, in consideration of the promises and agreements hereinafter setforth, the Parties agree as follows:

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ARTICLE I

AMENDMENTS

1. Paragraph 1, regarding **SCOPE OF SERVICES** is replaced in hereby amended to add the following:

“For the extended term from July 1, 2022 through June 30, 2023 (“Third Extended Term”), Contractor shall provide the programs and services identified in Exhibit E, attached hereto and made a part hereof for all purposes.”

2. Paragraph 2, regarding **TERM AND RENEWAL** is hereby amended to add the the following:

“The Third Extended Term of this Agreement shall be from July 1, 2022 through June 30, 2023. During any extended term either Party may terminatethe agreement on the last day of a month by

giving written notice no less than thirty (30)days prior to the termination date.”

3. Paragraph 3, regarding **COMPENSATION** is hereby amended to add the following:

During the Third Extended Term, the County will reimburse Contractor in an amount not to exceed \$170,330 for the entire Third Extended Term, for services rendered and expenses incurred in accordance with Exhibit E.

4. Paragraph 5 relating to **AUTHORIZED REIMBURSABLE EXPENSES** is amended to add expenditures for items listed on Exhibit E as authorized reimbursable expenses.

ARTICLE II GENERAL PROVISIONS

1. **Binding Effect; Assignment.** This Third Amendment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
2. **Headings and Captions.** The document headings and captions contained herein are for ease of reference only and shall not affect the meaning or interpretation of this Third Amendment.
3. **Counterparts.** This Third Amendment may be executed in one or more counterparts, all of which taken together shall constitute one instrument.
4. **Amendments.** No amendment of any provision of this Third Amendment shall be valid unless the same shall be in writing and signed by each of the parties hereto.
5. Except as set forth in this Third Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties have executed this Agreement on 12th day of December, 2022.

COUNTY OF EL PASO, TEXAS

By _____

County Judge Ricardo Samaniego

APPROVED AS TO LEGAL FORM:

APPROVED AS TO CONTENT:



Assistant County Attorney

Michael Hernandez
Director, Economic Development Department

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONTRACTOR:

By: _____

Name: _____

Title: _____

ATTACHMENT E

GENERAL SCOPE OF WORK

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 and Promotion of SizeUp Business Intelligence Software

LBI Software as a Service License \$11,995

Total: \$11,995

BBB Direct Service Delivery Resources:

\$1,250 per month (\$15,000 total)

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

Administration and Reporting:

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

Total \$24,000

12 Month Program(s) TOTAL: \$170,329.00