



***HELOTES E-COMMERCE
ACCELERATOR INCENTIVE PROGRAM
Guidelines and Application Form
Fiscal Year Ending 2021 Grant Cycle***

ADMINISTERED BY:
The City of Helotes
Economic Development Corporation
12682 FM 1560, Suite 105
Helotes, Texas 78023
(210) 695-5910 (direct)

CITY OF HELOTES EDC

E-COMMERCE ACCELERATOR INCENTIVE PROGRAM

PROGRAM OBJECTIVES

The goal of this program is to encourage small businesses within the City of Helotes to diversify by establishing and promoting e-commerce sales to complement their brick-and-mortar storefront for the retail and service industry. E-commerce has become increasingly important for businesses in the past decade and the COVID19 pandemic has magnified its significance in business models. Consumer behavior continues to change rapidly. Growing E-commerce businesses during this crisis will result in stronger Helotes businesses post-COVID19.

HEDC is committing \$75,000 to this marketing program that provides a maximum \$5,000 matching grant per business to reimburse up to 75% of total project cost to establish, operate, and promote e-commerce for their business. Applications will be considered on a first-come, first-served basis and are subject to availability of funds. This grant program is available to retail and services businesses who have a brick-and-mortar facility within the Helotes city limits. Once awarded each business (and their service providers) will begin e-commerce improvements and report monthly progress and monthly statistics to HEDC for six full months.

GRANT DETAILS

Eligible expenses for funding include but are not limited to:

- Preparation:
 - Website creation (must include E-commerce capabilities)
 - E-commerce platform set-up and annual subscription fee (shopping carts, online security tools, membership, etc.)
 - POS system upgrades necessary to integrate with e-commerce platforms
 - Contactless Payment
 - Online Reservations
 - Social Accounts Established
- Promotion:
 - Advertising efforts, including social media promotional & digital advertising campaigns (Google Ads, social media boosts, etc.)
 - Search Engine Optimization

GRANT AMOUNTS AND USE

Grants will be made on a first-come, first-served basis with a maximum grant amount of up to \$5,000 or 75% of total project cost, whichever is less. The Grant recipients must contribute a minimum of 25% of total project cost. Grant funds are to be used to cover approved costs as determined by the Helotes Economic Development staff and board, and are subject to the eligibility requirements (below).

Grantees will qualify under one of two Levels:

1. **LAUNCH E-commerce:** Online presence established and E-commerce sales begin. Promotional efforts begin. Expense ratio up to 75% Preparation & 25% Promotion.
2. **AMPLIFY E-commerce:** E-commerce enhanced & promotions increased. Expense ratio up to 25% Preparation & 75% Promotion.

ELIGIBILITY

Eligibility for grant consideration SHALL minimally include the following:

- a. Business holds a current Certificate of Occupancy and is located within the corporate limits of the City of Helotes;
- b. Businesses must be for-profit;
- c. Business must operate at least one storefront location within the Helotes city limit. Excludes: temporary locations, farmer's market vendors, consignment vendors, etc.;
- d. All of E-commerce transactions for the Helotes business location must be fulfilled in Helotes;
- e. Businesses must be in good standing with the City of Helotes with respect to taxes, fees, or other financial obligations, and is in compliance with all applicable zoning, land use, and other ordinances;
- f. Business owner must provide a no litigation certificate.
- g. Small businesses shall be defined by the HEDC and may be based upon the following, non-exclusive list of factors:
 - 1) Annual gross revenue of not more than \$4 million;
 - 2) Must have 40 or fewer FTE (full time equivalent) employees; and
 - 3) Number of business locations.

OTHER PROGRAM GUIDELINES

Businesses that have an existing website must enhance the website to accept online payments and offer on line shopping (catalog or cart) as noted above in Grant Details Preparation. The grant can be used for other clearly identified enhancements to increase traffic and commerce to the business as determined by DDA staff.

- Where the applicant has no presently existing website, a new website must be established as part of the e-commerce grant.
- Eligible reimbursement expenses exclude sale fees/commissions charged for applicant's online sales transactions.

ACCEPTABLE PROVIDERS

Below is a list of preferred providers, feel free to select the one that best meets your needs. These Firms have agreed to provide services at a reduced upfront cost to program participants. The HEDC neither endorses, guarantees, nor warrants the services of these independent contractors, the services of which are made available "as is" "where is".

- ESD and Associates;
- SA Flavor; and
- Internet Direct.

Should Applicant wish to secure the services of another qualified firm or entity not listed herein, Applicant must provide the following:

- A minimum of two independent quotes must be provided for Launch E-commerce development activities. Amplify E-commerce activities require at least one quote and should clearly state the cost of service being requested. Quotes should be valid for at least 3 months.
- Quotes must be on formal letter headed paper and the supplier/provider must be based in Bexar County; if you are unable to use a supplier/provider in the County, reasons for this must be stated on the application form. Quotes for capital equipment can be a screenshot but the supplier details and product description and cost must be clearly stated.

APPLICATION & REPORTING PROCESS

Application

1. Early Application submission is encouraged as proposals will be evaluated as received and early grant awards are likely.
2. Applicant will access and download the application from www.helotesedc.com/e-commerce
3. Applicant will prepare a proposal that includes a Scope of Work with itemized project details and marketing plans, provider/consultant contact info, timelines, and budget line item details such as one-time expenses and reoccurring expenses. For example, if applicant's proposed project includes website design, e-commerce subscription, and ad placement services from the same consultant then itemized details will be needed for the proposal and monthly reports. The submitted Scope of Work should be specific enough for the HEDC to evaluate whether the proposed services are eligible under program guidelines.
4. Applicant will include Baseline Statistics: current number of Website Visits, Website Bounce Rates, Website Length of Visits, Page Reports (Facebook, Instagram Business, etc.), Number of E-commerce sales/transactions, Value of E-commerce sales/transactions, etc.
5. Applicant should complete, sign, and submit the grant application (including itemized projects, chosen provider(s), budget, and timelines via the website)
6. HEDC staff will email notification to the applicant acknowledging receipt of their application.
7. Applications will be reviewed on a weekly basis by the HEDC staff.
8. Applicants will be notified of the decision via email. If approved, the email will serve as authority for the applicant to begin work. Website/e-commerce provider completes the Project Preparation as quoted.
9. E-commerce Promotion will begin once Preparation is complete.

Reporting

1. Monthly reports from the business will include completed Preparation, completed Promotion, and Statistics updates, along with paid invoices for reimbursement.
2. HEDC staff will verify project compliance as detailed in the proposal and provide grant reimbursement to the applicant business.
3. To receive the approved grant reimbursement, approved applicant business pays the website/service provider in full and submits an invoice marked paid to HEDC once per month with their monthly update report.
4. After six months HEDC involvement and monitoring will be complete.

FUNDING AVAILABILITY

The Helotes Economic Development Corporation has allocated \$75,000 in Marketing Funds for this program in fiscal year ending September 30, 2021. Should funding for the program be reduced in the future, we reserve the right to discontinue or modify funding for this program.

GRANTEE RESPONSIBILITIES

Participant's application must include a written Scope of Work that includes specific goal(s), cost estimates, and a timeline for completion of each goal. (See Scope of Work worksheet)

Participants must provide grantor performance reports on a monthly basis during the grant period (six months from approval). Reports will include, as a minimum: Baseline Statistics: Website Visits, Website Bounce Rates, Website Length of Visits, Page Reports (Facebook, Instagram Business, etc.), Number of E-commerce sales/transactions, Value of E-commerce sales/transactions, etc. These statistics will be updated in Participants' monthly reports.

Marketing /Promotional/Advertising data must show overall amount spent, with details separated by media, social media platform, other source(s).

Website traffic must show overall visitor counts for identified time blocks (weekly, daily, etc.).

Requirement to Recognize the Helotes EDC on the Site's Home Page

The home page of the Applicant's web site must recognize the Helotes Economic Development Corporation by stating the following: "The Helotes Economic Development Corporation, hyperlinked to <http://www.helotesedc.com> provided grant funds for the development of this website."

HOLD HARMLESS

Applicant shall maintain typical and appropriate comprehensive liability insurance, automobile liability insurance, and workers compensation insurance during any term of this Agreement.

APPLICANT AGREES TO AND SHALL SAVE, INDEMNIFY, AND HOLD HARMLESS HELOTES ECONOMIC DEVELOPMENT CORPORATION AND ITS AGENTS, OFFICERS, EMPLOYEES, CONSULTANTS, SUB-CONSULTANTS AND ASSIGNS (HEDC) FROM AND AGAINST ANY AND ALL LIABILITY, HARM, DAMAGES, INCLUDING PROPERTY DAMAGE AND DEATH, CLAIMS, DEMANDS, OCCURRENCES, INCIDENTS, LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITY AND THE LIKE ARISING IN ANYWISE FROM THE PERFORMANCE OF THIS AGREEMENT, WHETHER KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, INCLUDING THE CONSEQUENCES OF HEDC'S OWN NEGLIGENCE SO LONG AS SUCH NEGLIGENCE IS NOT A RESULT OF HEDC'S SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACTS

RESERVATION OF SOVEREIGN IMMUNITY

Nothing contained herein shall ever be construed as a waiver or relinquishment of any sovereign or governmental immunities available to HEDC, its agents, officers, and assigns, and including, but not limited to, its appointed officials, the rights to which are specifically reserved herein to the fullest extent authorized by Texas law and minimally to the extent then and there existing

prior to the execution hereof. In reviewing the reservations contained herein, every intendment shall be made by a reviewing court toward granting the broadest and most inclusive immunities unto HEDC and its agents and officers and assigns, as permitted by law.

DEFAULT AND REMEDY

The HEDC reserves the right to suspend or terminate its approval of Applications and/or the Remuneration Agreement for any reason or no reason and with or without notice, including but not limited to, the following:

- a. The business evaluation is deficient;
- b. The Applicant fails to cooperate;
- c. The Applicant / Firm fails to comply with the terms of the Application and/or Remuneration Agreement and/or any applicable municipal, state or federal law, rule, regulation or order;
- d. The Applicant fails to comply with e-commerce program guidelines, as currently existing or as may be amended from time to time;
- e. Applicant provides false information in the e-commerce application and/or documents submitted to HEDC;
- f. The HEDC suspends or terminates funding for the e-commerce program;
- g. Applicant files for bankruptcy or becomes a party to any bankruptcy proceeding;
- h. If the Applicant should Default with respect to any obligation of this Agreement and should fail to cure within sixty (60) days after receipt of written notice of such Default from the HEDC, then the Applicant shall reimburse HEDC, without objection, the entirety of the funds expended and/or provided herein, including reasonable attorney's fees and costs; and/or
- i. Failure by either Party to timely and substantially comply with any performance requirement, duty, or covenant shall be considered an act of Default if uncured within sixty (60) days of receiving written notice from the other Party. Failure of the Applicant to timely begin attempts to cure a default will give the HEDC the right to terminate this Agreement, as solely and finally determined by the HEDC Board of Directors, using reasonable discretion.

**ATTACHMENT A
CITY OF HELOTES EDC
E-Commerce Accelerator Incentive Program**

Applicant

Business:

Business Address:

Contact person:

Phone:

Email:

Address (if applicable):

Website:

Federal Tax ID#:

Sales Tax ID#:

Current City of Helotes Certificate of Occupancy? Yes No Please attach.

Are you applying for grant funds to **LAUNCH** or **AMPLIFY** your website?

Annual Gross Revenues:

Number of Employees:

Number of Locations:

Authorized Provider

Business Name:

Address:

Contact Person:

Phone:

Email:

Website address:

Project Summary & Costs

Written Summary of Proposed Work:

****Two** detailed quotes, if not using an authorized provider, for the proposed work must be submitted with this application.

Quoted Project Costs: \$ _____

Grant Funds Requested: \$ _____ (75% of total estimated costs up to \$5,000)

I hereby confirm that no principal, officer or manager employee of the applicant is a principal, officer, manager employee or investor in the entity employed to perform the services funded in whole or in part by the grant.

Initial _____

I agree to comply with all standards of the E-COMMERCE Program, including those requirements set by the HEDC Board of Directors. I understand that this is a voluntary Program, under which the HEDC has the right to approve or deny any project or proposal or portions thereof. By accepting E-COMMERCE funds, Applicant authorizes the HEDC to promote the project and property including, but not limited to, displaying a sign at the site during and after construction indicating participation in the E-COMMERCE Program and using photographs and descriptions of the project and property in the HEDC's printed promotional materials, press releases, and websites. Applicant agrees to sign all authorizations reasonably required by HEDC to allow access and promotion of the business in the manner provided by this paragraph which constitute a condition of the Grant provided herein.

Initial _____

I agree to pay the entire project costs in full and to submit paid receipts to the Helotes Office of Economic Development in order to receive the approved grant reimbursement. I certify that, at the time of this application, none of the above quoted work has already begun. I agree to comply with all the requirements of the e-Commerce Program. Furthermore, by signing below I approve the City of Helotes Economic Development Office to contact other City departments to ensure that my business is in good standing with the City of Helotes.

Signature _____ Date _____

ATTACHMENT B
REMUNERATION AGREEMENT

THIS AGREEMENT dated the ____ day of _____, 2021 by and between the Helotes Economic Development Corporation (“HEDC”), with offices located at 12682 FM 1560, Suite 105, Helotes, Texas 78023 and, _____, hereinafter referred to as (“Applicant”)

BACKGROUND

Consistent with its statutory authorization and bylaws, the HEDC has created an “E-Commerce Accelerator Incentive Program” to provide funds up to \$5,000 per project to reimburse up to 75% of total cost to establish, operate, and promote e-commerce for businesses located within the corporate city limits of the City of Helotes. Individual projects must meet all eligibility requirements and program guidelines as specified in the program description attached hereto and made a part hereof as “ATTACHMENT A,” Application.

AGREEMENT

The parties hereto, intending to be legally bound hereby, agree as follows:

1. Applicant acknowledges and agrees, subject to full compliance with HEDC E-commerce Accelerator Incentive Program requirements and guidelines, HEDC will reimburse up to 75% of the cost of services for completion of the approved cost, up to a maximum of \$5,000.
2. The Applicant acknowledges and agrees that E-COMMERCE program costs not paid for by the HEDC are the sole responsibility of Applicant.
3. The Applicant defaults by failing to reasonably undertake improvements as required under program guidelines.
4. If the Applicant fails to undertake improvements within the time frame specified under program guidelines, the HEDC will declare the Applicant in default. If a default occurs, the Applicant will be responsible for reimbursing HEDC in full for all costs paid by the HEDC under this Agreement, plus collection costs, attorney fees and court costs if applicable.
5. This Agreement, together with its attachments, if any, constitute the final and entire Agreement between the parties hereto and contain all of the terms and conditions agreed upon and shall supersede any and all prior written and oral agreements between the Parties. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.
6. This Agreement shall be enforced and construed pursuant to and governed by the law of the State of Texas with exclusive and mandatory venue for any cause of action for the declaration of the rights of the parties, interpretation, application, enforcement, or the like lying in a court of competent jurisdiction in Bexar County, Texas.

7. The signers of this Agreement for the HEDC, Applicant, and Firm they have full legal authority to execute this Agreement on behalf of themselves and to bind themselves to all of the terms, conditions, provisions, and obligations herein contained.

8. If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, Dallas, Texas, before resorting to arbitration, litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. Notwithstanding the foregoing, any Party may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such Party is entitled to equitable relief by law, the terms of the Agreement, or otherwise. All costs of negotiation, mediation, and arbitration collectively known as alternate dispute resolution (“ADR”) shall be assessed equally between the HEDC, Applicant and Firm with each party bearing their own costs for attorney’s fees, experts, and other costs of ADR and any ensuing litigation.

9. APPLICANT SHALL, AT ALL TIMES, SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION, HEDC BOARD OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS OF THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION FROM AND AGAINST ALL LIABILITY AND EXPENSE, INCLUDING DEFENSE COSTS AND LEGAL FEES, ARISING FROM AND CONNECTED WITH CLAIMS AND LAWSUITS FOR DAMAGES RELATING TO FIRMS OPERATIONS OR ITS SERVICES, WHICH RESULT FROM BODILY INJURY, DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE UNDER THIS AGREEMENT.

10. EMPLOYMENT OF UNDOCUMENTED WORKERS

During the term of this Agreement, the Firm agrees to not knowingly employ any undocumented workers, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), the Firm shall be in Default and repay the amount of any funds received by the Firm from the HEDC as of the date of such violation within one hundred twenty (120) days after the date the Firm is notified by the HEDC of such violation, plus interest at the rate of six percent (6.00%) compounded annually from the date of the violation until paid in full. The Firm is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of the Firm or by a person with whom the Firm contracts provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Firm enters into with any subsidiary, assignee, affiliate, or franchisee for which funds provided herein will be used.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION

By: _____
Marian Mendoza, Executive Director

ATTEST:

By: _____
Glenn Goolsby, Assistant Director

APPLICANT:

By: _____