

STATE OF TEXAS) **AGREEMENT FOR SERVICES**
) **(Alliance for Military Support)**
COUNTY OF EL PASO)

This Agreement for Services ("Agreement") is entered into by and between the **Horizon City Economic Development Corporation**, a Texas nonprofit economic development corporation organized under the Development Corporation Act, Chapter 505 of the Texas Local Government Code ("EDC") and the **Alliance for Regional Military Support** ("ARMS"), a Texas-based nonprofit corporation, and (collectively, the "Parties") on this the ___ day of May 2023,

RECITALS:

WHEREAS, the EDC was organized and was approved by the voters of the Town of Horizon to promote economic development within the city limits of the Town of Horizon City; and

WHEREAS, both the EDC and ARMS support regional economic development efforts by promoting growth in the defense and aerospace industries and the EDC believes such efforts will benefit the growth of economic development within the Town; and

WHEREAS, the EDC recognizes that the agreement with Cypress and ARMS supports and potentially will benefit economic development in the White Sands, Holloman, and Fort Bliss region and Horizon City in particular; and

WHEREAS, the EDC desires to contract with ARMS which will coordinate with Cypress and pay all of the amounts paid by the EDC to Cypress to assist in supporting and fostering such economic development efforts in Horizon City; and

WHEREAS, the ARMS desires to contract with the EDC and ensure that services provided in the agreement with Cypress for the benefit of Horizon City.

NOW, THEREFOR, ARMS and the EDC hereby mutually agree to the following:

AGREEMENT

1. **Term.** The Term of this Agreement is for a period beginning October 1, 2024 ("Effective Date") and ending September 30, 2025
2. **Obligation of the Horizon City Economic Development Corporation.** For the services described in this Agreement, the EDC shall pay ARMS the sum of \$10,000 annually. The initial amount shall be paid within 30 days of the date of execution of this Agreement.
3. The funds paid to ARMS will be used exclusively to pay for the contract professional services with Cypress.

4. **Manner of Payment.** The EDC will provide two equal semi-annual payments of \$5,000.00 each, to ARMS. In order to receive disbursements, ARMS shall submit documentation evidencing payments to Cypress International.

5. **Obligations of ARMS.**

- A. ARMS will coordinate the EDC, its Executive Director and/or its designee on at least a monthly basis and shall brief the EDC Board of Directors on a semi-annual basis about the direction and efforts of ARMS.
- B. ARMS will cause Cypress International to work collaboratively with the EDC's Executive Director to execute on Horizon's priorities.
- C. ARMS will ensure that the EDC is provided with the opportunity to participate in phone calls, visits, and meetings with Cypress that are organized by the ARMS and that the concerns, information, advice and assessment gathered by Cypress for the purpose of increasing regional defense and aerospace industries is shared with EDC.
- D. ARMS and the EDC agree to collaborate and share information on all activities related to the Military that are deemed to be relevant by the EDC to their stated priorities.
- E. ARMS acknowledges that, as the contracting party with Cypress, is solely responsible for payments to be made pursuant to its Professional Services Agreement with Cypress.
- F. The EDC and ARMS agree to collaborate in recruiting aerospace and defense companies to Horizon City. This collaboration will take the form of EDC identifying land within the Town of Horizon City that is most suited for the utilization of aerospace and defense operations. Once the property is identified, ARMS will collaborate with EDC to make introductions to possible aerospace and defense companies. EDC will contact and coordinate with Horizon City property owners and the leadership of identified aerospace and defense companies for the ultimate purpose of locating company operations within Horizon City.

Further, ARMS will immediately notify the EDC promptly if it will be making any changes to the Cypress agreement or amend any provision therein. ARMS shall facilitate the access of the EDC (or its auditor or other authorized agent) to review the invoices and financial records of Cypress with regard to the expenditure of the EDC funds.

6. **Obligations of the EDC.**

- A. The EDC will identify key focus areas and missions and be responsible for developing the tasks to support their local military installation or City projects for military growth, through interaction and dialogue with its installation's leadership with assistance from ARMS and Cypress International.

- B. The EDC hereby appoints the Executive Director Officer or his designee to interface with both ARMS and Cypress.
- C. The EDC agrees to collaborate and share information with ARMS on all activities related to the Military that are deemed to be relevant by the EDC to their stated priorities.
- D. The EDC acknowledges that ARMS, is the contracting party with Cypress, and is solely responsible for payments to be made pursuant to its Professional Services Agreement with Cypress.

7. **No Partnership or Joint Venture.** Nothing contained herein shall constitute a partnership between or joint venture by the Parties or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this paragraph and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof.

This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

8. **Indemnity and Hold Harmless.** ARMS agrees to indemnify and hold the EDC, the Town of Horizon City and its agents, officers, and employees harmless for any and all losses, claims, suits, actions, and liability, including any litigation costs, that arise from any act or omission of ARMS or any of its officers and employees, agents, contractors, assignees, and affiliates relating to the project for which this agreement is made regardless of whether the act or omission is related to the stated purpose of the agreement.

9. **Notices.** Any notices required under this Agreement shall be sufficient if sent by Certified Mail postage prepaid, to ARMS at the following addresses:

ARMS: Alliance for Regional Military Support
1460 Common Drive
El Paso, Texas 79936

WITH COPY TO EDC:

Horizon City Economic Development Corporation
14999 Darrington Road
Horizon City, Texas 79928

10. **Termination.** This Agreement shall terminate at the end of the Term or as otherwise agreed upon by the parties hereto in writing. Either party may terminate this Agreement for any reason after ninety (90) days written notice to the other party of the intention to terminate ("Notice Period"), or at any time by mutual agreement of the parties. If the EDC elects to terminate this Agreement for any reason prior to the end of the Term, the EDC shall be responsible for the obligated amount for the year(s) prior to and including the year of termination.

11. Governing Law. It is agreed that this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

12. Complete Agreement. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the Memorandum of Understanding.

IN WITNESS WHEREOF, the Parties execute this Agreement:

HORIZON CITY ECONOMIC DEVELOPMENT CORPORATION

Walter Miller, President

Date: _____

ATTEST:

Veronica Rojas, Secretary

Approved as to Form:

Approved as to Content:

[Signatures continue on following page]

STATE OF TEXAS)
)
COUNTY OF EL PASO)

AGREEMENT FOR SERVICES
(Alliance for Military Support)

[Signatures, continued]

ARMS:

Chairman

Treasurer

Vice Chairman

Secretary

Date: