

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement is entered into between **BARRACUDA PUBLIC RELATIONS** (“Consultant”) and the **TOWN OF HORIZON CITY TYPE 4B ECONOMIC DEVELOPMENT CORPORATION** (“the Corporation”) where in Consultant agrees to provide certain services as outlined below. All work performed under this engagement is on behalf of the Corporation. This Consultant Services Agreement (“Agreement”) supersedes and replaces all prior agreements of the parties for the type of services and scope of work described herein.

I. SCOPE OF WORK

The scope of work (“Scope of Services”) to be performed by Consultant for the City consists of services generally described below (and further specified in Exhibit A, attached hereto, and incorporated herein for all purposes):

- Provide public relations services to include monthly updates to the Corporations social media and website along with business related videos, as requested by the Corporation’s Executive Director or their designee.
- Additional public relations services, as may be requested in writing (mail or email) by the Executive Director or their designee.

The Consultant shall provide all the services in accordance with all applicable professional standards of a Consultant providing professional video production services and the Consultant represents and warrants that it has the requisite qualifications, experience, personnel, and other resources to perform these services. The Consultant shall be responsible for directing its employees and any approved sub-consultant(s), in the performance of the services under this Agreement. The Consultant shall instruct all its employees and sub-consultant(s) as to work procedures and thoroughly acquaint each employee with his or her duties and the sub-consultant with its duties.

The Consultant shall provide or cause its sub-consultant to provide adequate staff for the coordinating and expediting of work. The Consultant and its sub-consultant(s) shall employ only competent, efficient personnel for the performance of services and shall not use any unfit person or one not skilled in the work assigned to them and shall always maintain good order and strict discipline among its employees. The Consultant and its sub-consultant(s) shall provide a list of key personnel that will perform the services to the City and keep such list updated.

The Consultant and Executive Director shall establish the communications protocol for the Consultant to respond to requests for services.

The Consultant shall pay or cause to be paid, without cost or expense to the City, all Social Security, Unemployment and Federal income withholding taxes of all employees of both the

Consultant and the sub-consultant(s) and that all employees shall be paid wages and benefits as required by federal and state law.

Corporation shall notify the Consultant if any of the Consultant's employees or its sub-consultant do not perform their duties necessary to carry out the Consultant's services under this Agreement.

The Consultant acknowledges that the Corporation is subject to The Texas Public Information Act, Chapter 552 Texas Government Code and The Texas Local Government Records Act Chapter 201 Texas Local Government Code. The Consultant will preserve all government records in accordance with said laws and will provide them to the Corporation upon the termination of this Agreement. In the event the Town of Horizon City, the Corporation or the Consultant should receive a request for documentation subject to the Texas Public Information Act, the Consultant shall make those records available in a timely manner to facilitate compliance with the Act.

II. TERM, COMPENSATION AND BILLING

Term. The Corporation hereby contracts with Consultant, for the period commencing _____, 2024, and ending _____, 2025, unless earlier terminated pursuant to this Agreement.

Compensation. The total amount paid to the Consultant for services under this Agreement shall not exceed Twenty-Seven Thousand Dollars (\$27,000.00) for the contract term, plus any Expenses as further described below. For the Consultant Scope of Services described herein, the Consultant will be paid a total amount not to exceed \$27,000.00 during the contract term, as further set forth in Exhibit A.

Billing. Consultant will bill only for work within the Scope of Services approved by the Corporation. In preparing the billing, Consultant will identify types of work performed, to enable the Corporation to make its payments out of various accounts or funding sources, as appropriate.

Consultant will submit invoices for all work at the time the final work product is delivered to the Corporation, or within 20 days thereafter. Such billing shall be in writing, adequately documented and no invoice shall be paid until it is adequately documented. **At a minimum, "adequate documentation" requires that each invoice shall contain a descriptive statement of the work performed, the dates when work was performed, and the amount due.** All invoices shall be paid within thirty (30) days of submission of the final invoice in accordance with this Agreement and all applicable laws to the Corporation to the Consultant at address indicated on this Agreement.

The compensation shall include all overhead, except actual expenses for copying, additional travel, long distance, and express delivery ("Expenses"). There shall be no "mark-up" added to outside expenses or services used, such as copies, faxes, postage or long-distance telephone calls.

III. ADDITIONAL DOCUMENTATION

Consultant will provide additional fee-supporting documentation which may be requested by the Corporation at no additional charge. In addition, should the Corporation, its representatives, included but not limited to its auditors, request information concerning Consultant's services in this matter, Consultant will provide such information at no additional cost to the Corporation.

IV. RIGHT TO INSPECT

The Corporation shall have the right to inspect and copy all records of Consultant directly relating to expenses incurred in connection with this Agreement.

V. NO AGENCY

The relationship between the Corporation and Consultant shall be one of independent Consultant. Nothing in this agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or otherwise to create any liability for the Corporation whatsoever with respect to the liabilities, obligations or acts of Consultant. In carrying out the terms of this Agreement, the Consultant shall select its own employees and such employees shall be and shall act under the exclusive and complete supervision and control of Consultant.

VI. TERMINATION

Either party may terminate this Agreement if the other party has breached the Agreement and fails to correct such breach for a period of thirty (30) days after receipt of written notice to correct the issue. In addition, this Agreement may be terminated without cause at any time by the mutual agreement of the Corporation and the Consultant. Either party may provide advance termination notice in writing specifying such terms and conditions as may be mutually agreed upon. Consultant will thereupon prepare a final invoice which will be paid within thirty (30) days.

This Agreement may also be terminated by the Executive Director or his designee upon the giving of written notice to the Consultant, for any of the following reasons: (1) The Corporation has exhausted all funds legally available for payments to become due under said Agreement; (2) The Corporation does not appropriate funds for the payment of monies due under said Agreement for any succeeding fiscal year other than the current fiscal year; or (3) An appropriation of funds is made by the Corporation for the next fiscal year, but prior to actual release such appropriation is withdrawn. The Executive Director or his designee shall also have the authority to regulate the quantity and/or timing of the work being performed by the Consultant

under this Agreement for the purpose of ensuring that funding appropriated for this Agreement is not prematurely exhausted.

VII. RIGHT TO ASSURANCE

Whenever one party to this Agreement in good faith has a reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made, and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

VIII. INSURANCE

The Consultant shall carry commercial general liability insurance in an amount not less than \$500,000 per occurrence, \$500,000 General Aggregate for the term of this Agreement. An insurance company authorized to do business in the State of Texas shall carry the policy. The policy shall be in a form acceptable to the Corporation and shall be for the protection of the Corporation as well as the Consultant. The Corporation shall be named as additional insured. A copy of the policy shall be filed with the Corporation Secretary. The policy shall provide that it cannot be cancelled, or the amount of coverage reduced without ten (10) days prior written notice to the Corporation. Failure to maintain insurance in the amount specified and with the Corporation as an additional named insured shall be deemed an event of default.

IX. INDEMNIFICATION

CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS THE CORPORATION AND THE TOWN OF HORIZON CITY AND ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY CLAIMS COSTS OR LIABILITIES OF ANY TYPE OR NATURE BY OR TO ANY PERSONS WHOMSOEVER, THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS WITH RESPECT TO CONSULTANT'S WORK UNDER THIS AGREEMENT. IN ANY SUCH EVENT, CONSULTANT SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE CORPORATION AND THE TOWN OF HORIZON CITY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY AND ALL REASONABLE EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED BY THE CORPORATION AND TOWN OF HORIZON CITY IN LITIGATING OR OTHERWISE RESOLVING SAID CLAIMS.

X. EFFECTIVE DATE

The Effective Date shall be the date on which the contract has been executed.

XI. MODIFICATIONS

Any modification of this agreement shall be in writing and approved by the Corporation and by Consultant.

XII. ASSIGNMENT

Consultant may not assign this Agreement in whole or in part or subcontract any of the services without prior written consent of the Corporation.

XIII. GOVERNING LAW

This agreement and all disputes concerning this Agreement shall be governed by the laws of the State of Texas. The venue for all obligations of the parties shall be deemed to be El Paso County, Texas.

XIV. COMPLETE AGREEMENT

This Agreement embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

XV. CONFLICTS

In the event of any conflicts between the terms, conditions, and provisions of this Agreement and the provisions of the Corporation's policies, or any permissive state or federal law, then unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Corporation's policies or any such permissive law during the term of the Agreement.

XVI. SAVINGS CLAUSE

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement constitutes the entire agreement between the parties unless amended pursuant to the terms of this Agreement.

**XVII.
NOTICE**

Any notice shall be accomplished by hand delivery or United States Mail, postage prepaid to the respective addresses designated below, or at such other address as they have specified in a prior written notification. A courtesy copy may also be sent by Electronic Mail (E-mail).

Corporation:

Town of Horizon City Type 4B
Economic Development Corporation
14999 Darrington Road
Horizon City, TX 79928
Attn: Executive Director

Consultant:

Barracuda Public Relations
2209 Pittsburgh Ave.
El Paso, Texas, 79930
Attn: Marina Monsisvais

**XVIII.
INTERPRETATION**

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, or other governmental or judicial authority, or arbiter by reason of such party having or being deemed to have drafted, prepared structured, or dictated such provision.

EXECUTED this _____ day of _____ 2024.

Consultant:

By _____
Marina Monsisvais, Owner

**Town of Horizon City Type 4B
Economic Development Corporation**

By _____
Walter Miller, President of the Board of Directors

ATTEST:

Veronica Rojas
Board Secretary

APPROVED AS TO FORM:

Sylvia Borunda Firth
Assistant City Attorney

EXHIBIT A

Services and Costs to be provided by Consultant:

Service	Time	Total Cost
Public Relations	144	\$ 26,100 / year
Other Public Relations services (expenditures approved by Executive Director)		\$ 900
TOTAL		\$27,000

* Estimated Costs. The amount is subject to adjustments as may be approved by the Executive Director.