

**THE STATE OF TEXAS**

**COUNTY OF EL PASO**

**THIRD AMENDMENT TO  
CONSULTANT AGREEMENT**

THIS THIRD AMENDMENT TO CONSULTANT AGREEMENT is made and entered into on this \_\_\_ day of December 2024 by and between the TOWN OF HORIZON CITY ("the City"), and TERESA QUEZADA d/b/a Quezada Data Management Services (the "Consultant").

**RECITALS**

**WHEREAS**, on September 13, 2016, the City and the Consultant entered into a Second Amended Engagement Agreement (the "Agreement") that superseded the obligations of the parties under the previous March 12, 2013, Engagement Agreement and the February 1, 2014, First Amended Engagement Agreement, and the Agreement restated the parties' obligations and identified the Consultant's services to provide capital program planning functions and services for the EDC;

**WHEREAS**, on December 11, 2018, the City and the Consultant entered into a First Amendment to Consultant Agreement (the "First Amendment") that extended the term of the Agreement to December 31, 2021, and identified additional services to be provided by the Consultant;

**WHEREAS**, on March 10, 2020, the City and the EDC entered into an Agreement for Administrative and Operational Support Services, and the City and the EDC agreed that the City would provide services for the administration and operation of the EDC;

**WHEREAS**, on December 14, 2021, the Consultant entered into a Second Amendment to Consultant Agreement ("the Second Amendment") that extended the term of the Agreement to December 31, 2024, and identified additional services to be provided by the Consultant;

**WHEREAS**, the parties desire to extend the term of the Agreement, clarify the scope of services, and adjust the compensation and reimbursement provisions.

**NOW, THEREFORE**, for the consideration set forth in this Agreement, City, the EDC, and the Consultant agree to the following provisions:

1. **Section 1, SCOPE OF WORK**, of the Agreement and the First and Second Amendments is revised in its entirety to read as follows:

## 1. SCOPE OF WORK

The scope of work consists of tasks as set out below:

- **Municipal planning** including consideration of new subdivision and industrial park development impact on Comprehensive Plan, transportation system, municipal service delivery and budget;
- **Transportation planning** including coordination with the El Paso Metropolitan Planning Organization (MPO), the Texas Department of Transportation (TXDOT), US Department of Transportation and its agencies; and other transportation agencies in the El Paso MPO area;
- **Capital program and project planning**, financing and delivery options including procurement procedures; and
- **Capital program and project execution.**

Consultant will work closely with Mayor and Council, planning and public works department staff, legal counsel, department heads, and the City's consultants to meet the Town's development goals.

Deliverables may include, but are not limited to:

- Multi-year capital improvement plan (CIP) that incorporates projected infrastructure projects and potential funding sources;
- Proposed bond program and/or alternate financing program to address short-and mid-range capital infrastructure needs;
- Public involvement plan associated with proposed plans and programs of work; and
- Grant or funding application for external funding sources.

2. **Section II, TERMS AND COMPENSATION**, of the Agreement, First and Second Amendments are revised in their entirety to read as follows:

### II. TERMS AND COMPENSATION

The parties hereby agree to extend the term of the Agreement for a period of one (1) year, commencing on January 1, 2025, and ending on December 31, 2025 ("Extended Term"); with an option for the City to extend the Agreement, as amended, for an additional year beginning on January 1, 2026, and terminating on December 31, 2026. In order to exercise the option, the City must advise Consultant in writing no later than November 15, 2025.

Either party may terminate this Agreement by providing the other 30 days prior written notice.

The total amount of compensation under this Agreement for the Extended Term shall not exceed the available funding which shall include the amount of funds available in the appropriate budget

line item(s) established during each year for these services and that portion of the funds established from the issuance of any certificates of obligation or sale of bonds that may lawfully be utilized for this purpose. The hourly rates charged by Consultant effective January 1, 2025, shall be those identified on the hourly rate schedule attached as Exhibit "A."

All invoices shall be submitted in accordance with the Invoice Checklist attached as Exhibit "C" and shall be received by the City no later than the 25<sup>th</sup> day of the month for which the services were provided. Should any travel be authorized, all travel expenses shall comply with Exhibit "B."

**3. Section II, BILLING**, of the Agreement is revised in its entirety to read as follows:

## **II. BILLING**

The Consultant will bill only for hours actually spent on work within the scope approved by the City for a specified task or project. The Contractor will submit separate invoices for work performed for a specified task or project for the City and each invoice will identify the work performed for the City which will enable the City to make payments out of various different accounts or funding sources, as appropriate.

The hourly rates charged by the Consultant shall be those identified on the hourly rate schedule attached as Exhibit Travel by the Consultant on behalf of the City will be billed from the time the Consultant leaves her place of business as indicated in this Agreement to the time she returns to her place of business while on City business.

The Consultant will submit monthly invoices to the City. 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, the hours worked, and the hourly rate. All invoices shall be submitted in accordance with the Invoice Checklist attached as Exhibit "B."

The hourly rate shall include all overhead, except actual expenses for copying, travel, long distance, express delivery, rented mainframe computer time, and expenses for meetings held at facilities outside of Consultant facilities. There shall be no "markup" added to outside expenses or services used, such as copies, faxes, or long-distance telephone calls. No travel is anticipated for the services in connection with this Agreement; however, travel outside the County of El Paso may be authorized by the Planning Director. Should any travel be authorized, all travel expenses shall comply with Exhibit "B."

The City agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. Upon dispute, however,

the City may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined.

**4. Ratification.** Except as amended herein, the terms and conditions of the Agreement and the First Amendment shall continue in full force and effect.

**5. Complete Agreement.** This Amendment, including the Agreement and the First Amendment and Second Amendment, embodies the entire agreement between the parties hereto and cannot be amended except by written agreement of the parties.

Signed and effective the \_\_\_\_\_ day of December 2024.

**TOWN OF HORIZON CITY**

By: \_\_\_\_\_  
**Andres Renteria, Mayor**

**ATTEST:**

By: \_\_\_\_\_  
**Elvia Schuller, City Clerk**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
**Sylvia Borunda Firth**  
**Assistant City Attorney**

**CONSULTANT:**

\_\_\_\_\_  
**Teresa Quezada d/b/a/**  
**Quezada Data Management Services**

**EXHIBIT "A"**

**HOURLY RATE**

| <b>Consultant</b> | <b>Hourly Rate</b> |
|-------------------|--------------------|
| Teresa Quezada    | \$200.00           |

Payments are due by the 30th day after the invoice has been submitted by the consultant; interest, as established by the State Comptroller for prompt payment provisions will accrue on the payment on the 31st day after the invoice has been submitted and will be included automatically in the payment issued to the consultant.

No mileage fee will be assessed for routine travel; travel time will be billed at hourly rate. No postage or reproduction costs will be assessed for minor/routine letter mailouts or copies. If the consultant believes the required postage or reproduction costs will exceed incidental amounts, the consultant will confer with Horizon City staff to address reimbursement for applicable postage or reproduction costs

**EXHIBIT “B”  
TRAVEL**

**Travel outside El Paso County, Texas at the Horizon City's request will be billed as follows:**

- \$1,600.00 for full days with travel (any day where travel, meetings, or a combination of travel and meetings exceed 4 hours within a 24-hour period);
- \$800.00 for half days with travel (any day where travel, meetings, or a combination of travel and meetings account for 0.1 to 3.99 hours within a 24-hour period);
- Conference or registration costs will be 100% reimbursed by Horizon City;
- Transportation costs including airfare, taxi, or rideshare transportation to destination will be 100% reimbursed by Horizon City;
- If car rental is necessary to arrive at destination, car rental costs will be 100% reimbursed by Horizon City;
- Meal costs will be reimbursed at the per diem allowance in effect at the time the costs are incurred;
- Hotel costs at conference hotel or most convenient lodging will be 100% reimbursed by Horizon City.

**Travel to adjoining counties at Horizon City's request or that is mutually agreed upon as most convenient by the consultant's vehicle will be billed as follows:**

- \$1,600.00 for full days with travel (any day where travel, meetings, or a combination of travel and meetings exceed 4 hours within a 24-hour period);
- \$800.00 for half days with travel (any day where travel, meetings, or a combination of travel and meetings account for 0.1 to 3.99 hours within a 24-hour period);
- Conference or registration costs will be 100% reimbursed by Horizon City;
- Personal Automobile Mileage will be reimbursed at the state-approved rate per mile at the time the cost is incurred;
- Meal costs will be reimbursed at the per diem allowance in effect at the time the costs are incurred;
- Hotel costs at conference hotel or most convenient lodging will be 100% reimbursed by Horizon City.

**EXHIBIT “C”**

**Invoice Checklist**