

**SERVICES AGREEMENT
BY AND BETWEEN
THE
TOWN OF HORIZON CITY, TEXAS,
AND THE
TOWN OF HORIZON CITY TYPE 4B
ECONOMIC DEVELOPMENT CORPORATION**

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into on the _____ day of _____, 2025 (the “Effective Date”), by and between the **TOWN OF HORIZON CITY, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the “Town”), and the **TOWN OF HORIZON CITY TYPE 4B ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “EDC”).

WHEREAS, the Town is a Texas home-rule municipality located within El Paso County, Texas; and

WHEREAS, the EDC was incorporated pursuant to chapter 505 of the Texas Local Government Code, as amended (hereinafter referred to as the “Act”); and

WHEREAS, the EDC shall have and exercise all of the rights, powers, privileges, authority, and functions given by the Act and the Texas Non-Profit Corporation Act, as amended; and

WHEREAS, the EDC desires to furnish certain services to the Town as requested; and

WHEREAS, the Town and the EDC, in the true spirit of cooperation, intend this Services Contract to promote efficiency of personnel and administrative services.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and EDC agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM OF THE AGREEMENT.

- (a) This Agreement shall be effective **October 1, 2025**, and shall continue through **September 30, 2026**. This Agreement shall automatically renew for successive one year terms unless terminated by either party as provided below.
- (b) This Agreement may be terminated at any time by the Town or the EDC with thirty (30)

day advance written notice to the other party.

SECTION 3. OBLIGATIONS OF THE PARTIES.

- (a) **Scope of Services.** Upon request by the Town the EDC agrees to provide any of the following services and personnel as described in ***Exhibit A*** of this Agreement which is attached hereto and is incorporated herein for all purposes (the “Scope of Services”).
- (b) **Compensation.** The Town agrees to pay to the EDC the annual sum of **Eight Thousand Six Hundred and No/100 Dollars (\$8,600.00)** in twelve (12) monthly installments of **Seven Hundred Sixteen and 66/100 Dollars (\$716.66)** per month for the Scope of Services provided by the EDC to the Town.

SECTION 4. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual or individuals executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. The EDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the “Notice”) is effective when in writing and (i) personally

delivered either by e-mail (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to the Town:	Town of Horizon City, Texas Attn: Mayor 14999 Darrington Road Horizon City, Texas 79928
If to the EDC:	Town of Horizon City Type 4B Economic Development Corporation Attn: Board President 14999 Darrington Road Horizon City, Texas 79928

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF _____, 2025.

TOWN:

TOWN OF HORIZON CITY, TEXAS,
A Texas home-rule municipality

Andres Renteria, Mayor

ATTEST:

Elvia Schuller, Town Secretary

EDC:

**TOWN OF HORIZON CITY TYPE 4B
ECONOMIC DEVELOPMENT
CORPORATION,**
a Texas non-profit corporation

By: _____
_____, President

Exhibit A

[Scope of Services]

EDC shall provide the Town with the following services:

- **Planning and Development Support**
 - Assist with zoning, subdivision, and building code amendments
 - Land development
- **Economic Development Support**
 - Negotiate Economic Development agreements on behalf of the Town
 - Prepare and deliver presentations to Town Council
 - Provide compliance services on incentive agreements
 - Manage grants, property tax and sales tax payments
 - Initiate contacts with developers and commercial/industrial realtors to provide information on available properties
 - And other economic development duties as requested by the Mayor
- **Real Estate Support**
 - Negotiate the purchase and sale of property on behalf of the Town
- **Annexation Support**
 - Work with the Mayor to carry out annexation requests.
- **Special Project Manager - EDC Director or designated staff**
 - Assist the Mayor with executing policies and providing input on the Town's budgets
 - Assist the Town with developing and implementing strategic plans
 - In coordination with the Mayor, lead the planning, execution and monitoring of city departments to achieve strategic objectives
 - And other duties as requested by the Mayor
- **Additional Services**
 - In the event the Town wishes to request other services that are not included herein, the Mayor shall confer with the EDC Board President or their designee to outline and discuss additional service. If the EDC wishes to provide said services, it may present a cost proposal to the Town for its consideration.
 - The Town hereby designates the Mayor as the authorized person to request Special Project Management/ Additional Services in writing on behalf of the Town, provided the cost of such additional services does not exceed \$5,000.