



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, October 19, 2021, 6:30 PM**

Notice is hereby given that a ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING of the Town of Horizon City, Texas will be held on **Tuesday, October 19, 2021 at 6:30 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

- 1. Call to order; Establishment of Quorum**
- 2. Approval of Minutes from:** July 20, 2021, Regular Board Meeting. **3**
- 3. Discussion:** **5**
 Presenter: EDC Executive Director
 On recent activities by the Horizon City Economic Development Corporation.
- 4. Discussion and Action:** **14**
 On a Resolution authorizing the President of the Board to sign a Consultant Services Agreement between the Town of Horizon City Type 4B Economic Development Corporation and Barracuda Public Relations for the term of one year commencing on the effective date of the Agreement until September 30, 2022.
- 5. Discussion and Action:** **23**
 Presenter: EDC Executive Director
 On authorizing the Board President to execute an employment agreement with Rafael Arellano as Business Development Manager for the Town of Horizon City Type 4B Economic Development Corporation.
- 6. Discussion and Action:** **28**
 Presenter: EDC Executive Director

On a Resolution by the Horizon City Economic Development Corporation supporting the application submitted to the U.S. Economic Development Administration’s Build Back Better Regional Challenge by the University of Texas at El Paso’s Aerospace Center on behalf of the West Texas Aerospace and Defense Manufacturing Coalition and authorizing the Executive Director of the Horizon City Economic Development Corporation to send a Letter of Support for the application.

7. Executive Session

The Economic Development Corporation Board of Directors of the Town of Horizon City may recess into EXECUTIVE SESSION pursuant to the Texas Government Code, Chapter 551, Subchapter D, under Article 551.071 – Consultation with Attorney; 551.072 – Deliberation Regarding Real Property; 551.073 – Deliberation Regarding Gifts and Donations; 551.074 – Personnel Matters; 551.076 – Deliberation Regarding Security Devices and 551.087 – Deliberation Regarding Economic Development Negotiations.

A. Discussion:

Presenter: EDC Executive Director
Discussion regarding Performance Agreement with Polar Services (551.087 - deliberations regarding economic development negotiations and 551.071 - consultation with attorney).

8. Open Session:

Discussion and actions regarding Performance Agreement with Polar Services.

9. Adjournment:

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, October 15, 2021

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, October 15, 2021 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

In compliance with the Americans with Disabilities Act, the Town of Horizon City will provide for reasonable accommodations for persons attending meetings. Requests for auxiliary aids and services must be made 48 hours prior to this meeting by calling the City Clerk at (915) 852-1046.



**MINUTES
PUBLIC MEETING
ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, July 20, 2021, 6:30 PM**

Notice is hereby given that a ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING of the Town of Horizon City, Texas was held on **Tuesday, July 20, 2021 at 6:30 PM**, via Virtual Meeting, at which time the following was discussed and considered:

To watch by video conference:

Topic: EDC Board Meeting
Time: Jul 20, 2021 06:30 PM Mountain Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/87088343901?pwd=TEdTa3hXZ0xXNDd4SkJoMS9HNmZZdz09>

Meeting ID: 870 8834 3901
Passcode: 584087

One tap mobile
+12532158782,,87088343901#,,,,*584087# US (Tacoma)
+13462487799,,87088343901#,,,,*584087# US (Houston)

Dial by your location
+1 669 900 6833 US (San Jose)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)

1. Call to order; Establishment of Quorum

Board Members Present: Walter Miller, Jerry Garcia, Justin Chapman, Allie Lozano, Kevin Richardson,
Absent Board Members: Dean Hulsey and Sandra Esqueda. Quorum Established

Staff Members Present:; CIP Manager Terry Quezada; Board Secretary Veronica Rojas; Board Treasurer Pat Randleel; Horizon City Planning Director Michelle Padilla; Guest: Eddie Garcia

2. Approval of Minutes from: June 15, 2021 Regular Board Meeting.

Presenter: EDC Board President

The above-stated minutes were approved on a motion by Board Member Allie Lozano and seconded by Board Member Kevin Richardson. Motion Carried Unanimously (5-0)

3. Approval of Minutes from: July 14, 2021 Special Board Meeting.

Presenter: EDC Board President

The above-stated minutes were approved on a motion by Board Member Allie Lozano and seconded by Board Member Kevin Richardson. Motion Carried Unanimously (5-0).

4. Discussion and Action:

On proposed EDC Budget for FY 2021-2022

Presenter: EDC Board President

CIP Manager discussed and explained proposed budget. Budget was prepared prior to EDC Executive Director.

A motion to approve the proposed Horizon City EDC budget for the 2022 fiscal year was made by Board Member Jerry Garcia and seconded by Board Member Justin Chapman. Motion Carried Unanimously (5-0).

5. Discussion:

On recent activities by the Horizon City Economic Development Corporation.

Presenter: EDC Board President

EDC Board President/CIP Manager spoke regarding this item.

6. Discussion:

Update on the Tax Increment Reinvestment Zone to support commercial activity in Horizon City.

Presenter: EDC Board President/CIP Manager

CIP Manager, Terry Quezada gave update on the Horizon City Tax Increment Reinvestment Zone.

7. Executive Session

The Economic Development Corporation Board of Directors of the Town of Horizon City may recess into EXECUTIVE SESSION pursuant to the Texas Government Code, Chapter 551, Subchapter D, under Article 551.071 – Consultation with Attorney; 551.072 – Deliberation Regarding Real Property; 551.073 – Deliberation Regarding Gifts and Donations; 551.074 – Personnel Matters; 551.076 – Deliberation Regarding Security Devices and 551.087 – Deliberation Regarding Economic Development Negotiations.

8. Adjournment:

ADJOURNMENT

A motion was made by Justin Chapman and seconded by Kevin Richardson to adjourn at 6:52 PM.

Approved this ____ day of _____, 20__.

Attest:

Veronica Rojas, Board Secretary

Board President

Social Media Overview and Ad Spend Report

Horizon City EDC



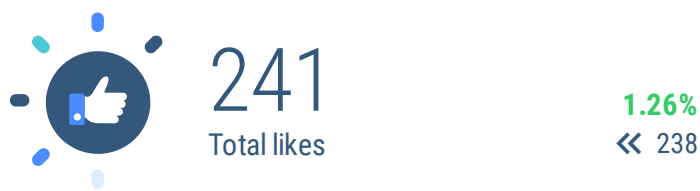
Report date: 9/1/21 — 9/30/21
Compared to: 8/1/21 — 8/31/21

Duration (days): 30

Horizon City Economic Development Corporation Facebook

@horizonedc

Total page likes



Page: Horizon City EDC

Reach

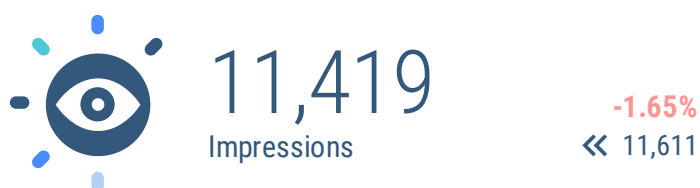
People who saw any of the content related to your Facebook page



Page: Horizon City EDC

Impressions

The total number of impressions seen of any content associated with your page



Page: Horizon City EDC




Paid impressions

The number of people who saw any of your paid posts



Page: Horizon City EDC

Total interactions

 Likes	5	-90.74%
 Comments	0	-100.00%
 Shares	0	-100.00%

Page: Horizon City EDC

Post reactions

The number of reactions on your posts







Page: Horizon City EDC

Impressions vs. clicks



Page: Horizon City EDC

Top performing cities

City	Unique impressions	
 El Paso, TX	2,488	-62.76%
 Houston, TX	306	148.78%
 New York, NY	200	
 Dallas, TX	140	197.87%

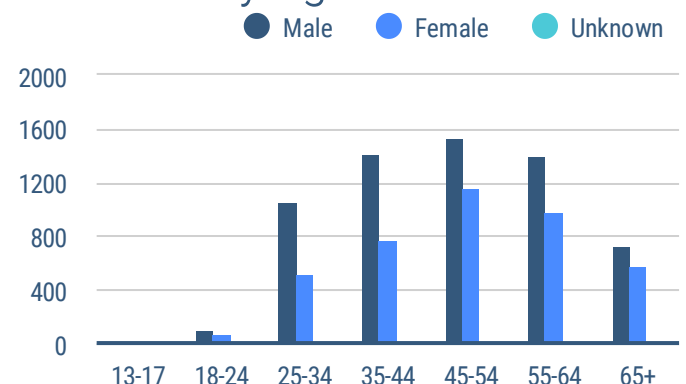
Page: Horizon City EDC

Audience by gender

Gender	Reach	
Male	6,245	20.07%
Female	4,098	-2.22%
Unknown	51	-41.38%

Page: Horizon City EDC

Audience by age



Page: Horizon City EDC

Top performing posts

Message	Reach	Clicks	Engagement
 Meet Horizon City EDC's new Executive Director Eddie...	2,623	389	377
 The Horizon Tech Accelerator Program was created i...	2,316	280	272
 Is your business looking to relocate or expand? Horiz...	2,090	8	9
 Get to know Horizon City at a glance. Over 87 percent...	28	1	3
 Get to know Horizon City at a glance. Horizon City is ...	19	0	0
 Has your business been negatively impacted by COVI...	13	0	0
 Get to know Horizon City at a glance. According to th...	12	0	0
 Small loans are available for small businesses that ha...	10	0	0
 As an economic development corporation, we aim to h...	9	0	0
 How can Horizon City EDC help you or your business? ...	8	0	0
 Horizon City EDC is proud to support the mission of ou...	4	0	0

Total Ad Spend (Total Ad Spend Facebook, Instagram, and LinkedIn)

Total Spent: \$200.00
@horizonedc

New ED Video-FB



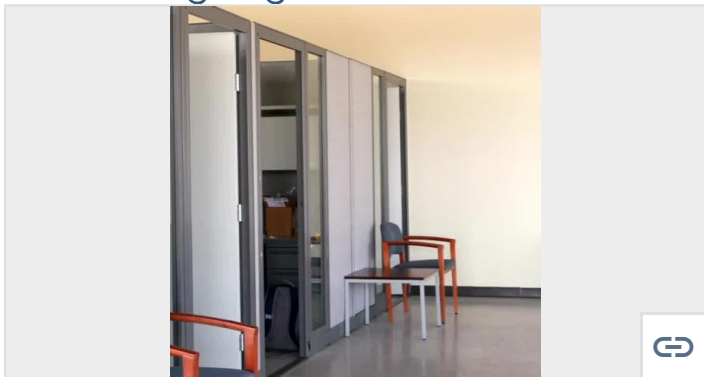
Post-"Meet Horizon City EDC's new Executive..."

Campaign Name: Horizon City EDC-New ED VV-FB

Total sp...	Reach	Impress...	Post en...	Video th...
\$50.00	2,504	2,842	2,223	1,771

Campaign: Horizon City EDC-New ED VV-FB

HTAP Highlight-FB



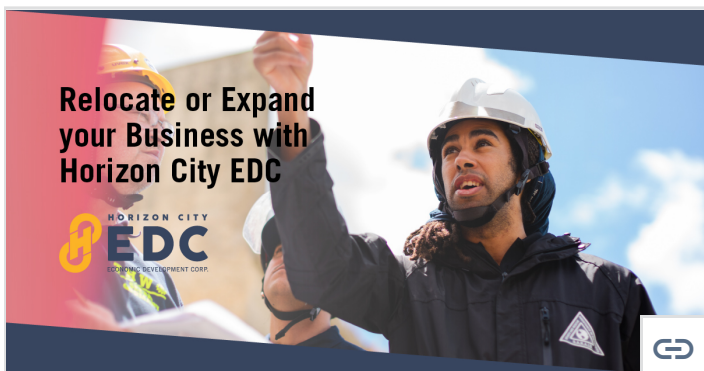
Post-"The Horizon Tech Accelerator Program..."

Campaign Name: Horizon EDC-HTAP Video-FB

Total sp...	Reach	Impress...	Post en...	Video th...
\$50.00	2,269	3,021	2,434	1,321

Campaign: Horizon EDC-HTAP Video-FB

Relocation Resources-FB



Post-"Is your business looking..."

Campaign Name: Horizon EDC-Relocation Resources-FB

Total sp...	Reach	Impress...	Post en...	Link clic...
\$50.00	4,363	5,136	35	35

Campaign: Horizon EDC-Relocation Resources-FB

Instagram

@horizedc

Total followers

A number of Instagram followers you have



3.17%
◀ 63

Account: Horizon City EDC

New followers

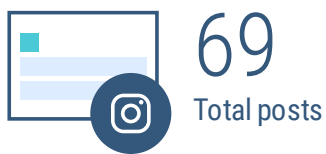
New Instagram fans you've made during this period



-71.43%
◀ 7

Account: Horizon City EDC

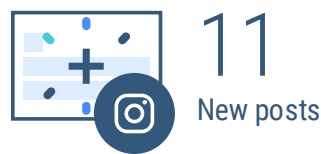
Total posts



18.97%
◀ 58

Account: Horizon City EDC

New posts



83.33%
◀ 6

Account: Horizon City EDC

Engaged users

The number of unique users who clicked anywhere in your posts



-31.03%
◀ 29

Account: Horizon City EDC

Reach




Total number of unique accounts that have seen this profile within the specified period.







-58.79%
◀ 182

Account: Horizon City EDC

Activity

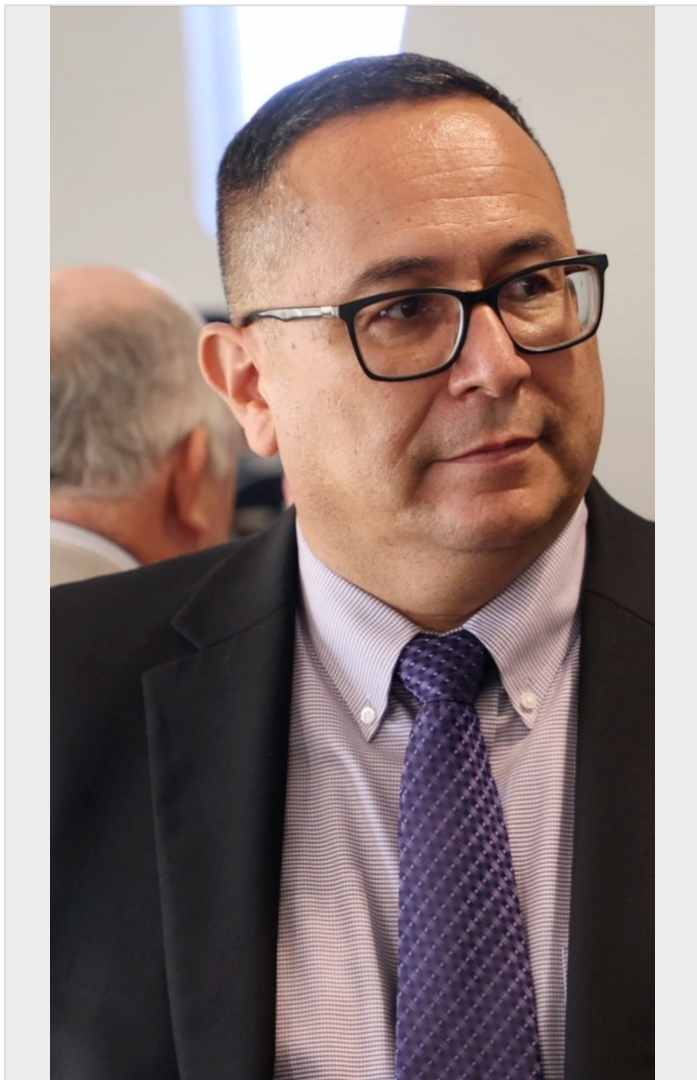
	Website clicks	0	-100.00%
	Phone call clicks	0	
	Get directions clicks	0	

	Text message clicks	0	
	Email contacts	0	
	Profile visits	13	-35.00%

 Account: Horizon City EDC


Top feed

Meet Horizon City EDC's new Executive Director Eddie Garcia. Mr. Garcia brings more than 19 years of experience working in city ...



Date: 2021-09-04

Likes	Impressions	Engagement	Reach
9	0	0	0

 Account: Horizon City EDC

Is your business looking to relocate or expand? Horizon City EDC is actively recruiting corporations seeking to relocate their n...

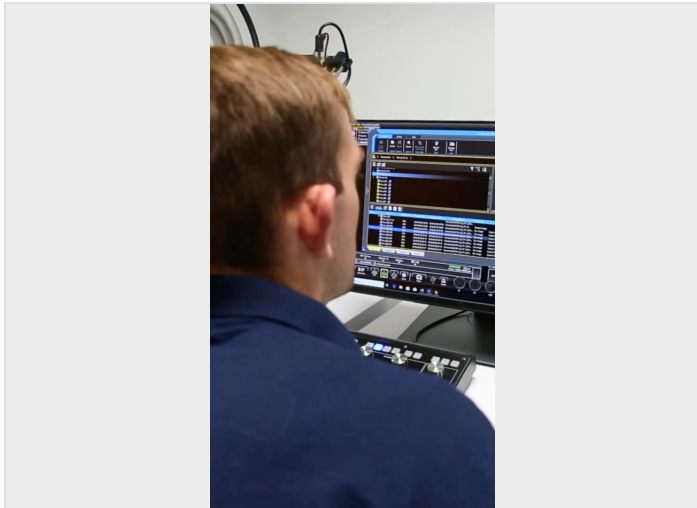


Date: 2021-09-21

Likes	Impressions	Engagement	Reach
5	122	6	115

Top feed

The Horizon Tech Accelerator Program was created in partnership with the University of Texas at El Paso to support entrepreneurs...

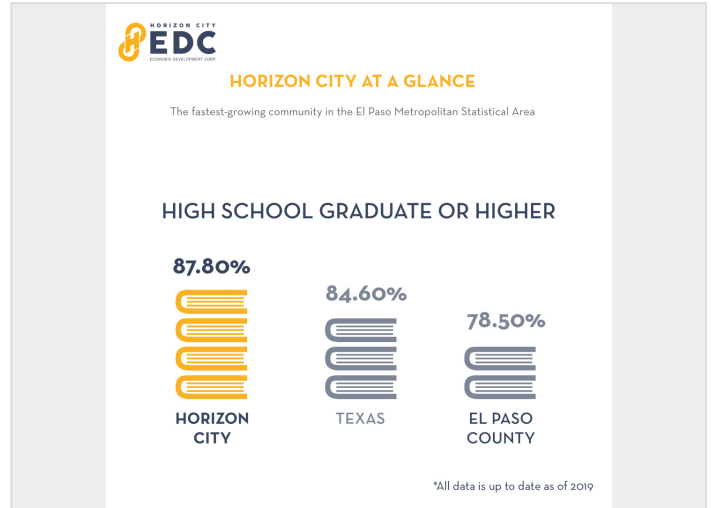


Date: 2021-09-11

Likes	Impressions	Engagement	Reach
5	0	0	0

Account: Horizon City EDC

Get to know Horizon City at a glance. Over 87 percent of individuals living within our community have a high school degree or hi...



Date: 2021-09-15

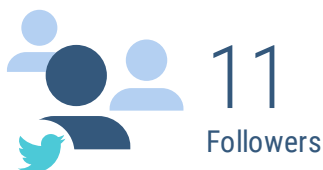
Likes	Impressions	Engagement	Reach
4	24	4	22

Twitter

@horizedc

Total followers

A total number of Twitter accounts that follow you



Account: horizedc

New followers

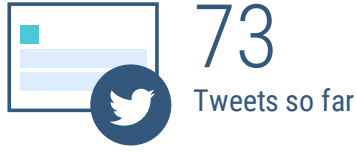
New Twitter fans you've made during this period



11 Account: horizedc

Total tweets so far

Shows a total number of times you've tweeted so far



17.74%
« 62

Account: horizonedc

New tweets

Indicates a number of new tweets during this period



83.33%
« 6

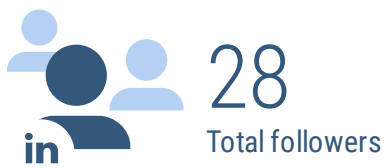
Account: horizonedc

LinkedIn

@horizonedc

Total followers

Total number of followers your account had at the end of the report period

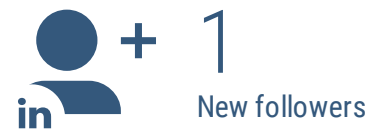


3.70%
« 27

Account: Horizon City EDC

New followers

New LinkedIn fans you've made during this period

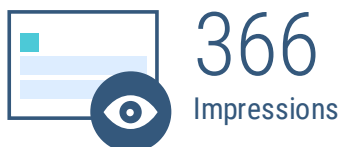


-75.00%
« 4

Account: Horizon City EDC

Post impressions

The total number of post impressions during this period



232.73%
« 110

Account: Horizon City EDC

Network by country

Country	Followers
 United States	22 4.76%
 China	2
 Brazil	2
 Malaysia	1

12

Account: Horizon City EDC

Network by function

Function	Followers
Business Development	7
Sales	4
Community & Social Services	3
Media & Communications	2

Account: Horizon City EDC

LinkedIn Ads

Total Ad Spend: \$50.00

Amount spent

Amount of money spent on clicks and impressions for your ad



Account: Horizon EDC

Impressions and clicks

Clicks	59	1,375.00%
Impressions	10,911	↓

Account: Horizon EDC

Top campaigns

	Campaign name	Total spent	Impressions	Clicks	Engagements	Avg. CPC
1.	Horizon EDC- Incentives SEPT 2021-LI	\$50.00	10,911	59	59	\$0.85

Account: Horizon EDC

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 including an update to the Corporation’s marketing video (including all production and post-production editing, staff, talent, equipment, voice, audio, music)
- Additional public relations services, as may be requested in writing (mail or email) by the Executive Director or his 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.

II. TERM, COMPENSATION AND BILLING

Term. The Corporation hereby contracts with Consultant, for the period commencing October 30, 2021, and ending October 29, 2022, 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**

This modification of the Agreement to amend it and extend the termination date of the Agreement, as provided in Section I, becomes effective as of the date noted below.

**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
2009 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 _____ 2021.

Consultant:

By _____
Maria 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

DRAFT

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. Any remaining amounts shall be available for

RESOLUTION

That the President of the Town of Horizon City Type 4B Economic Development Corporation Board of Directors be authorized to sign a Consultant Services Agreement with Barracuda Public Relations for the term of one year to procure public relations services including an update to the Corporation’s marketing video (including all production and post-production editing, staff, talent, equipment, voice, audio, music) and additional public relations services, as may be requested in writing (mail or email) by the Executive Director or his designee. The amount to be expended shall not exceed \$27,000.00.

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

By: _____
Walter Miller, President

ATTEST:

By: _____
Veronica Rojas, Board Secretary

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

Horizon EDC Resolution
Barracuda Public Relations

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into by and between the **Horizon City Type 4B Economic Development Corporation a nonprofit corporation, (the "EDC")**, and **Rafael Arellano**, hereinafter called ("**Employee**"), collectively referred to as "Parties," upon the following terms, covenants and conditions:

WHEREAS, the EDC is a nonprofit corporation established under Chapter 505 of the Texas Local Government Code by Town of Horizon City Ordinance No. 0191 for the purpose of promoting economic development within the Town of Horizon City as permitted by Texas law;

WHEREAS, the EDC desires to retain the services of the Employee as its Business Development Manager pursuant to the terms of this Agreement;

WHEREAS, the Employee desires to work for the EDC as its Business Development Manager upon the terms and conditions set forth herein;

WHEREAS, The EDC desired to encourage full work productivity by outlining the Employee's functions and responsibilities within the organization, and to provide a proper means for termination or resignation of the Employee consistent with professional practices.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

TERM. The EDC employs the Employee, and the Employee accepts employment with the EDC, in the capacity of Business Development Manager for a period of two years beginning on November ____, 2021 and extending through November ____, 2023. The EDC Board of Directors shall have the option to extend the Term of this Agreement at the same level of compensation for an additional one-year term at the end of the initial term. In the event the EDC board of director does not extend this Agreement, it will end on November ____, 2023 and all obligations arising from this Agreement will cease.

Without regard to the date this Agreement is signed, the Commencement Date as referenced in this Agreement shall be _____, 2021.

Either party may terminate this Agreement for any reason prior to the conclusion of

the term upon the giving of thirty (30) days written notice to the other Party.

DUTIES. Employee shall serve as the Business Development Manager for the EDC. The Employee shall report to the EDC Executive Director and perform the essential functions as set forth in the Job Description attached to this Agreement as “EXHIBIT A” which shall substantially include the following duties and responsibilities:

ESSENTIAL DUTIES AND RESPONSIBILITIES *(including but not limited to)*

- Implements business retention strategies for local businesses.
- Utilizes best practices to aid in business expansion.
- Attend and represent the EDC at monthly Board of Directors meetings and other meetings as assigned.
- Compile and maintain a database with complete inventory of currently available commercial and industrial properties within the Town of Horizon City.
- Work with the Executive Director to respond to possible business recruitment leads in a timely and effective manner.
- Conduct market and feasibility studies and cost benefit analyses.
- Prepare reports and conduct presentations.
- Serve as the point of contact for local businesses and developers to aid in the permitting process.
- Develop economic development agreements for business retention, development, and redevelopment projects.
- Other duties as assigned.

WORKING HOURS. Employee is a full-time exempt employee. The Parties anticipate that the Employee's weekly duties will be performed in approximately forty (40) hours per week and Employee' s compensation under this Agreement is based on this expectation and appointment. The EDC Executive Director shall establish such working hours as are necessary and appropriate to accomplish the assigned tasks and such working hours may occasionally require work outside standard business hours, such as attending the meetings of the EDC Board, and Employee shall make such adjustments to this schedule.

OUTSIDE EMPLOYMENT/ACTIVITIES. The Employee shall devote best efforts to the financial affairs of the EDC and shall not accept any other employment

during the term of this Agreement that will conflict with such efforts. Prior to accepting any outside employment, Employee shall seek the approval of the Executive Director who shall in his/her sole and absolute discretion approve or disapprove the additional work based upon his/her assessment that the outside employment is not in conflict with the job as Business Development Manager of the EDC and will not interfere with the Employee's ability to satisfactorily perform the job functions of the Business Development Manager of the EDC.

EMPLOYEE BENEFITS. As of the Commencement Date of this Agreement, Employee shall be eligible for all employee benefits as granted to a full-time employee of the Town of Horizon City, and as specified in the City's Employee Handbook; including, but not limited to, PTO, health, dental and vision benefit plans, life insurance and disability coverage, and participation in the City's retirement plan.

COMPENSATION. As compensation for the services to be performed by Employee pursuant to this Agreement, the EDC shall pay the Employee the annual salary of Fifty-Eight Thousand Dollars (\$58,000.00) paid on a bi-weekly basis in the same manner as the Town of Horizon City payroll is distributed.

VEHICLE ALLOWANCE. During the term of this Agreement Employee will be paid a vehicle allowance in the amount of \$200.00 per month as total compensation for the use of his personal vehicle for employment purposes. Employee is responsible for payment of fuel and all maintenance expenses and for the cost of ensuring the vehicle for damage, personal injuries, and other casualties.

MISCELLANEOUS.

1. This Agreement shall be governed and construed in accordance with the substantive and procedural laws of the State of Texas.
2. As of the Commencement Date, this Agreement sets forth the entire agreement of the parties and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, statements, representations or promises.
3. If any provision of this Agreement is later deemed unenforceable, the remaining provisions will continue to be binding, and the arbitrator(s) making such a determination shall also have the limited authority to modify any clause solely to render the provision valid under applicable law.

The parties have executed this Agreement on the ____ day of _____, 2021.

(Signatures on Next Page)

EMPLOYER: **TOWN OF HORIZON CITY TYPE 4B
ECONOMIC DEVELOPMENT CORPORATION**

By: _____
Eddie Garcia, CEcD, AICP
Executive Director

EMPLOYEE: _____
Rafael Arellano

RESOLUTION

That the Executive Director of the Town of Horizon City Type 4B Economic Development Corporation Board of Directors be authorized to sign an employment agreement with Rafael Arellano as Business Development Manager for the Town of Horizon City Type 4B Economic Development Corporation. for the term of two years. The EDC Board of Directors shall have the option to extend the Term of this Agreement for an additional one-year term at the end of the initial term.

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

By: _____
Walter Miller, President

ATTEST:

By: _____
Veronica Rojas, Board Secretary

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

Horizon EDC Resolution
Employment Agreement, Rafael Arellano



October 12, 2021

U.S. Department of Commerce
Economic Development Administration
1401 Constitution Avenue, NW
Suite 71014
Washington, DC 20230

The Horizon Economic Development Corporation, which was created by the Town of Horizon City, supports the application submitted to the EDA's Build Back Better Regional Challenge by UTEP's Aerospace Center on behalf of the West Texas Aerospace and Defense Manufacturing Coalition. The application called "Reclaiming Aerospace and Defense Manufacturing Dominance through Frontier Technologies" will make critical investments in economic development infrastructure and programs in our growing suburban community. These investments will open up new opportunities for area residents in high-wage, high-tech jobs.

The City of Horizon's Economic Development Corporation partnered with UTEP's Aerospace Center to build the Horizon Tech Accelerator Program to accelerate the growth of tech companies. The Horizon EDC will work with the Aerospace Center and other partners to plan and develop the Aerospace Technology District that will accelerate the growth of aerospace startups by providing design studio space and business support services at the Horizon Tech Accelerator and access to testing facilities and technology support at the tRIAc and the Tornillo Unmanned Aerial System Flight Test Range.

Sincerely,

A handwritten signature in black ink that reads "Eduardo Garcia". The signature is fluid and cursive, with a large initial 'E' and 'G'.

Eduardo Garcia
EDC Executive Director

RESOLUTION

That the Executive Director of the Town of Horizon City Type 4B Economic Development Corporation Board of Directors be authorized to send a Letter of Support to the U.S. Economic Development Administration supporting the application submitted to the EDA's Build Back Better Regional Challenge by UTEP's Aerospace Center on behalf of the West Texas Aerospace and Defense Manufacturing Coalition.

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

By: _____
Walter Miller, President

ATTEST:

By: _____
Veronica Rojas, Board Secretary

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney