



**RESOLUTION NO. 20150825-03**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KINGWOOD FORESTRY SERVICES, INC. FOR HUNTING SERVICES**

**WHEREAS**, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

**WHEREAS**, TexAmericas Center Board of Directors has supported the hunting activities on TexAmericas Center property since 2010 and wishes to continue hunting activities on the property through a hunting lease process;

**WHEREAS**, Kingwood Forestry Services, Inc. has the necessary experience and expertise to provide Hunting Services to TexAmericas Center.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and is hereby authorized to execute a professional services agreement with Kingwood Forestry Services, Inc. for the services provided for as specified, per the attached agreement.

**PASSED and APPROVED** this 25<sup>th</sup> day of August, 2015

  
Denis Washington, Chairman of the Board

**ATTEST:**

  
Boyd Sartin, Secretary/Treasurer

Attached: Professional Services Agreement

## **AGREEMENT FOR SERVICES**

This Agreement is made by and between TexAmericas Center, a political subdivision of the State of Texas, hereinafter referred to as "TAC" and Kingwood Forestry Services, Inc., hereinafter referred to as "Consultant" and is effective as of the date opposite the signature of the later party to sign this Agreement.

### Recitals

**TAC** is a political subdivision of the State of Texas and serves as the local reuse authority for the redevelopment of property in Bowie County, Texas, received from the United States Department of the Army pursuant to the provisions of the Defense Base Closure and Realignment Act of 1990, as amended; and

WHEREAS, **TAC** desires to engage the services of the **Consultant**, as an independent contractor and not as an employee, to assist **TAC** in performing its redevelopment responsibilities on the terms and conditions provided in this Agreement;

NOW, THEREFORE, **TAC** engages the services of the **Consultant**. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

1. Term. This Agreement is for a period of 1 (one) year, commencing on September 1, 2015. It may be terminated by either party by giving 30 days' written notice to the other party. **Consultant** will be paid the "Fee" for any activities in progress at time notice is given.
2. Services. The services to be rendered by the **Consultant** to **TAC** consist of the following:
  1. Establishing hunting license blocks on the TAC-E campus as requested by TAC.
  2. Advertising and leasing to various individuals and/or hunting clubs using a competitive bid process approved by TAC. TAC shall provide a list of past hunters **Consultant** shall notify them of the change to the hunting program the first year.
  3. Insurance is to be purchased by Kingwood in amounts and coverages approved by TAC, and each individual/hunting club shall pay a pro-rata share, approximately \$0.15 per acre, so individuals/hunting clubs are not responsible for providing their own insurance. This ensures 100% insurance compliance. Payment of the insurance shall be in addition to the hunting license monies. TAC shall be shown as an Insured under the policy.
  4. Collection and distribution of hunting license monies on an annual basis. All license monies must be collected at or prior to execution of the license agreement.
  5. Notification to affected individuals/hunting clubs of environmental remediation and timber management activities that might affect their hunting area.
  6. Problem solving & dispute resolution with individuals/hunting clubs which may arise during the term of the license.

7. Coordination with Texas Parks and Wildlife Department officials and local game wardens.
8. Monitoring and enforcing the terms of the license agreements.
9. Use only the licensing agreement approved by TAC in awarding the license to hunt to the successful bidders. All members of a hunting club must individually execute the license agreement and be personally responsible and liable for compliance with the terms of the license agreement. The term of each license agreement shall be for one (1) year.
10. Require all hunters to report game kills to Consultant within two (2) business days after the kill; collect and assemble records of kills by hunting block or tracts; and deliver a report to TAC of all recorded kills within thirty (30) days after the end of each game season.
11. Remit all license monies (less Consultant's Fee) to TAC within seven (7) days of receipt of funds.

It is understood and agreed that **Consultant** is an independent contractor and is not an employee of TAC. **Consultant** shall not act as an employee of TAC and shall not enter into any contracts or agreements on behalf of TAC. Any contracts that need to be negotiated on behalf of TAC shall be presented to TAC for its approval and execution. Nothing contained in this Agreement is intended, nor shall it be construed, to create a partnership or joint venture between the parties hereto or to render either party liable or responsible for the debts or obligations of the other.

3. **Professional Services.** TAC is retaining the professional services of **Consultant**, and **Consultant** may not engage the services of any agents, assistants, persons or corporations to provide the services stated herein without the prior written consent, and upon written terms as approved by TAC.

4. **Fee.** For **Consultant's** performance and completion of all services, TAC shall compensate **Consultant** as follows:

1. \$1,000.00 upon execution of this agreement to cover initial marketing expenses.
2. 10% of all hunting license income, payable as income is received for license administration.

5. **Devotion of Time.** The **Consultant** will devote the time that is reasonably necessary for a satisfactory performance of **Consultant's** duties under this Agreement.

6. **Entire Agreement.** This Agreement constitutes the sole and only agreements of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

7. **Assignment.** Neither this Agreement nor any duties or obligations may be assigned by **Consultant** without the written consent of TAC. In the event of an assignment by the

Consultant to which TAC has consented, the Assignee or the Assignee's legal representative must agree in writing with TAC to assume, perform, and be bound by all of the provisions of this Agreement.

8. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement is binding on and inures to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

9. Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

10. Governing Law. This Agreement and the rights and duties of the parties under it are governed by the laws of the State of Texas. Any litigation regarding the terms of this Agreement or the enforcement of it, shall be maintained in the District Court of Bowie County, Texas.

11. Amendment. This Agreement may be amended by the mutual agreement of the parties to it in a writing to be attached to and incorporated in this Agreement.

12. Legal Construction. In the event that any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Date Executed: 8/25/15

TEXAMERICAS CENTER

By: [Signature]  
Name: Scott Norton  
Title: Executive Director/CEO

Date Executed: 8-26-15

KINGWOOD FORESTRY SERVICES, INC

By: [Signature]  
Name: Carl Herberg  
Title: Vice President