



RESOLUTION NO. 20150825-05

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT FOR SERVICES BY AND BETWEEN TEXAMERICAS CENTER AND TAC EAST HOLDINGS COMPANY NO. 1

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 has conveyed certain property to TAC East Holdings Company No. 1 as a Title Holding Company for TexAmericas Center; and

WHEREAS, TAC East Holdings Company No. 1 has a need for an individual or entity to manage and maintain the real property which it owns, advertise, market and make available for lease said property, repair and replace improvements located upon said property, and to administer the leases including the collection and deposits of rents and other revenues arising from said property; and

WHEREAS, TexAmericas Center has personnel capable of performing the services needed by TAC East Holdings Company No. 1; and

WHEREAS, the parties have agreed to the terms of a Agreement For Services, a copy of which is attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that Scott Norton, Executive Director/CEO shall be and he is hereby authorized to execute the Agreement For Services in substantially the form attached hereto as Exhibit "A" and to use personnel of TexAmericas Center to perform the services as required by the Contract.

PASSED and APPROVED this 25th day of August, 2015.


Denis Washington, Chairman of the Board

ATTEST:


Boyd Sartin, Secretary/Treasurer

ATTACHMENT: AGREEMENT FOR SERVICES

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 TAC East Holdings Company No. 1, hereinafter referred to "Owner" 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, Owner is a Texas Non-Profit Corporation which holds title to certain real property in Bowie County, Texas, pursuant to the provisions of Section 3503.111 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, Owner desires to engage the services of TAC to assist Owner in the management and leasing of Owner's real property located in Bowie County, Texas;

NOW, THEREFORE, Owner engages the services of TAC, and in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. **TERM.** This Agreement is for a period of five (5) years commencing upon the effective date; however, either party may terminate this Agreement by giving thirty (30) days' written notice to the other party.

2. **SERVICES.** The services to be rendered by TAC to Owner consists of the following:
 - A. Managing and maintaining the real property and improvements of Owner upon property located in the TexAmericas Center-East Campus, Bowie County, Texas;

 - B. Advertising, marketing and making available for lease the property of owner including but not limited to the negotiation of lease terms, options to purchase, contracts for sale, and granting of licenses/easements relating thereto;

 - C. Maintaining, repairing and replacing improvements located upon Owner's property;

 - D. Administering leases on behalf of Owner including the collection and deposits of rents and other revenues arising from the property and payment of expenses relating to said property on behalf of Owner; and

 - E. Performing such administration functions relating to the management of the properties as may be necessary, including but not limited to, performing the

accounting functions, payment of expenses, and remitting the income of owner, after payment of expenses, to TexAmericas Center, the Beneficiary of Owner.


It is understood and agreed, however, that leases, options, sales contracts, and other contracts binding upon Owner may only be executed by an officer of Owner after approval of the Board of Directors of Owner.

It is understood and agreed that TAC is an independent contractor. TAC shall not act as an employee of Owner and shall not enter into any contracts or agreements on behalf of owner. 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. SUBCONTRACTS. TAC may engage the services of agents, assistants, persons or corporations to provide the services stated herein as a subcontractor to TAC but not otherwise.
4. FEE. For services to be rendered under this Agreement, TAC will be entitled to a fee equal to its actual costs incurred in performing the services plus 3%. TAC shall submit a quarterly invoice to Owner detailing services performed and the cost related thereto plus the agreed upon percentage. In addition, TAC is entitled to reimbursement for out of pocket expenses. Invoices for service and expenses are payable on presentation of a statement and supporting invoices and evidence of payment of expenses incurred.
5. DEVOTION OF TIME. TAC will devote the time that is reasonably necessary for a satisfactory performance of TAC'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 TAC without the written consent of Owner.
8. SUCCESSORS AND ASSIGNS. Subject to the provisions regarding Assignment, this Agreement is binding upon and inures to the benefit of the parties to it and their respective 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 or modified by the mutual agreement of the parties to it in 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 if the invalid, illegal or unenforceable provision had never been contained in it.

TEXAMERICAS CENTER

By: 
Scott Norton,
Executive Director/CEO
Date Executed: 8/25/15

TAC EAST HOLDINGS COMPANY NO. 1

By: 
William Scott Norton, President
Date Executed: 8/25/15

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 TAC East Holdings Company No. 1, hereinafter referred to "Owner" 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, Owner is a Texas Non-Profit Corporation which holds title to certain real property in Bowie County, Texas, pursuant to the provisions of Section 3503.111 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, Owner desires to engage the services of TAC to assist Owner in the management and leasing of Owner's real property located in Bowie County, Texas;

NOW, THEREFORE, Owner engages the services of TAC, and in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. **TERM.** This Agreement is for a period of five (5) years commencing upon the effective date; however, either party may terminate this Agreement by giving thirty (30) days' written notice to the other party.

2. **SERVICES.** The services to be rendered by TAC to Owner consists of the following:
 - A. Managing and maintaining the real property and improvements of Owner upon property located in the TexAmericas Center-East Campus, Bowie County, Texas;

 - B. Advertising, marketing and making available for lease the property of owner including but not limited to the negotiation of lease terms, options to purchase, contracts for sale, and granting of licenses/easements relating thereto;

 - C. Maintaining, repairing and replacing improvements located upon Owner's property;

 - D. Administering leases on behalf of Owner including the collection and deposits of rents and other revenues arising from the property and payment of expenses relating to said property on behalf of Owner; and

 - E. Performing such administration functions relating to the management of the properties as may be necessary, including but not limited to, performing the

accounting functions, payment of expenses, and remitting the income of owner, after payment of expenses, to TexAmericas Center, the Beneficiary of Owner.


It is understood and agreed, however, that leases, options, sales contracts, and other contracts binding upon Owner may only be executed by an officer of Owner after approval of the Board of Directors of Owner.

It is understood and agreed that TAC is an independent contractor. TAC shall not act as an employee of Owner and shall not enter into any contracts or agreements on behalf of owner. 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. SUBCONTRACTS. TAC may engage the services of agents, assistants, persons or corporations to provide the services stated herein as a subcontractor to TAC but not otherwise.
4. FEE. For services to be rendered under this Agreement, TAC will be entitled to a fee equal to its actual costs incurred in performing the services plus 3%. TAC shall submit a quarterly invoice to Owner detailing services performed and the cost related thereto plus the agreed upon percentage. In addition, TAC is entitled to reimbursement for out of pocket expenses. Invoices for service and expenses are payable on presentation of a statement and supporting invoices and evidence of payment of expenses incurred.
5. DEVOTION OF TIME. TAC will devote the time that is reasonably necessary for a satisfactory performance of TAC'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 TAC without the written consent of Owner.
8. SUCCESSORS AND ASSIGNS. Subject to the provisions regarding Assignment, this Agreement is binding upon and inures to the benefit of the parties to it and their respective 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 or modified by the mutual agreement of the parties to it in 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 if the invalid, illegal or unenforceable provision had never been contained in it.

TEXAMERICAS CENTER

By: 
Scott Norton,
Executive Director/CEO
Date Executed: 8/25/15

TAC EAST HOLDINGS COMPANY NO. 1

By: 
William Scott Norton, President
Date Executed: 8/25/15