

RFQ No. I20240081 Goat Vegetation Management

		Award			
		GoatScaping LLC Caddo, TX HUB - No		CK Grazing Services Fort Worth, TX HUB - No	
Line #	Description	Total Price	\$13,155.00	Total Price	\$18,600.00
		Unit	Extended	Unit	Extended
1	Goat vegetation management services up to 30 acres	\$12,750.00	\$12,750.00	\$18,000.00	\$18,000.00
2	Goat vegetation management services per acre over initial 30-acre total price	\$405.00	\$405.00	\$600.00	\$600.00



This Agreement for Services ("**Agreement**"), dated 3/19/24, is between GoatScaping LLC, ("**GoatScaping**"), at 13707 County Road 168 Breckenridge, TX 76424 and Tarrant County- Resource Connection ("**Client**"). GoatScaping and Client shall be collectively referred to as the "**Parties**" or singularly referred to as "**Party**".

IN CONSIDERATION OF THE PAYMENT OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

Section 1: Agreement

1.1 WHEREAS, the Parties hereto contract and agree that GoatScaping will perform vegetation management and grazing services for Client, and Client will pay GoatScaping for said vegetation management and grazing services under the terms and conditions agreed upon by the Parties as detailed below.

Section 2: Description of Services

- 2.1 **Vegetation Management and Grazing Services:** GoatScaping will provide to Client vegetation management services by providing a "**Grazing Herd**" of sheep or goats to clear land in the specified areas or locations identified by Client and further outlined in **Schedule "A,"** attached hereto (Hereinafter referred to as the "**Property to be Grazed**"). Client hereby retains GoatScaping to provide said Grazing Herd to perform the services and work as stated in Section 2.2 of this Agreement (hereinafter referred to as the "**Services**").
- 2.2 **Duties:** GoatScaping agrees to provide a Grazing Herd for use at the Property to be Grazed under the following terms and conditions set forth as follows:
- GoatScaping will transport the Grazing Herd to and from the Property to be Grazed;
 - GoatScaping will evaluate the vegetation management needs of the Property to be Grazed and manage the Grazing Herd's activities of Property to be Grazed;
 - GoatScaping will place and secure electric and other needed fencing to securely maintain the Grazing Herd;
 - GoatScaping will provide 24-hour monitoring and care of the Grazing Herd throughout the duration of the Agreement;
 - GoatScaping will be responsible for the general health, safety, and well-being of the Grazing Herd including providing adequate food and access to water and protection against natural predators;
 - GoatScaping will provide an onsite trailer with living quarters for GoatScaping staff;
 - If applicable, GoatScaping will provide guardian dogs for protection of livestock from predators; and

- h. If applicable, GoatScaping will use the appropriate means necessary to supervise, control, and to monitor the Grazing Herd, including but not limited to, use of vehicles such as ATVs or 4-wheelers and/or horses.

2.3 Food and Water for Grazing Herd: In addition to the available grazing vegetation, GoatScaping will provide all food and, with the cooperation of Client, ensure access to water needed by the Grazing Herd. A staff person from GoatScaping will ensure that the Grazing Herd's physical condition, food, and water are adequate. GoatScaping and Client will further cooperate in soliciting water access from other adjacent property owners when water sources are not available at the Property to be Grazed.

2.4 Changes in Scope: Changes in the scope of the Services may be made only in writing, executed by an authorized representative for both Parties. GoatScaping shall have no obligation to commence work in connection with any change until an additional fee is agreed to by the Parties in writing.

Section 3: Payment

3.1 In consideration of services to be rendered by GoatScaping to Client, Client shall pay GoatScaping the sum of \$12,750 with \$0.00 payable upon signing of this Agreement. Once the Grazing Herd has completed grazing the Property to be Grazed, GoatScaping will notify Client of completion of the Services and Client will make a final payment of \$12,750 within thirty (30) business days of receiving notification that the Services are completed.

Section 4: Independent Contractor

4.1 GoatScaping is acting as an independent contractor retained by Client. Neither Party has the authority to bind the other. Nothing herein shall be construed to create a joint venture, partnership, or agency relationship between the Parties.

Section 5: Term and Termination

5.1 Effective Date: The Effective Date of the Agreement is the date of final acceptance by the last Party to sign the Agreement. Any revisions to the Agreement by Client operate as a counter-agreement which must be acknowledged by initial and signed by GoatScaping.

5.2 Term: This Agreement shall commence as of the Effective Date and remain in effect until the Services are completed on or around 05/25/24 (date). The Parties acknowledge the completion date of the Services is an estimated date based on the acreage of the Property to be Grazed and size of the Grazing Herd, and the estimated completion date may be delayed due to rainfall, weather, or other conditions.

5.3 Termination Upon Completion of Services: Unless otherwise extended in writing by the Parties, this Agreement will terminate automatically upon the earlier of: (a) completion by GoatScaping of the Services required by this Agreement unless otherwise terminated as provided for in Section 5.4; or (b) one (1) year from the Effective Date.

5.4 Termination Upon Default: If either Party should default on its obligations under this Agreement and such default is not cured as outlined in Section 6, the non-defaulting Party may, at its option, terminate this Agreement. Client must pay for all undisputed Services performed by GoatScaping up to and including the date of termination.

Section 6 : Default and Remedies

6.1 Default: The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due;
- b. The failure to perform the Services or perform the Services adequately or in accordance with reasonable industry standards;
- c. The insolvency or bankruptcy of either Party;
- d. The subjection of any of either Party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by a creditor or government agency.

6.2 Remedies: In addition to any and all other rights a Party may have available according to law, if a Party defaults by failing to substantially perform any provisions, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the non-defaulting Party may terminate the Agreement in accordance with Section 5 herein by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have thirty (30) days from the date of such notice to cure to the default(s). If the default is not cured within the thirty (30) day time period, the non-defaulting Party may in its sole discretion send a Notice of Termination of Agreement to the defaulting Party.

Section 7: 24-Hour Telephone Service

7.1 Telephone Availability: The telephone numbers for GoatScaping are (817) 800- 0210 or (940) 395-1386. GoatScaping may be contacted by Client twenty-four (24) hours a day/seven (7) days a week during the Term of this Agreement.

Section 8: Compliance with Statutes

8.1 Compliance with Applicable Statutes, Ordinances and Regulations: In performing the Services required under this Agreement, GoatScaping shall comply with all applicable federal, state, county and city statutes, ordinances and regulations.

8.2 Compliance with Fire Marshal Vegetation Management Regulations: GoatScaping will guarantee 80% of the palatable vegetation to be removed from Property to be Grazed with a ground cover of at least 2 inches.

Section 9: Representations and Warranties of Client

9.1 Warranty of Client: The Client hereby warrants and guarantees that: (i) Client is the owner of the Property to be Grazed; or (ii) Client has been given permission by the legal property owner to retain GoatScaping and use the Grazing Herd for vegetation management on the Property to be Grazed.

Section 10: Representations of Warranties of Contractor

10.1 Warranty of Contractor: GoatScaping hereby represents and warrants to Client: (i) GoatScaping is experienced in the use of animal technology to conduct vegetation management, evaluate the Property to be Grazed, and manage the Grazing Herd; and (ii) GoatScaping is the owner of the Grazing Herd.

Section 11: Notification to Persons with Access to Property to be Grazed

11.1 Notification to Persons with Access to Property to be Grazed: Client shall have the obligation to notify all persons having access to the Property to be Grazed when the Grazing Herd will be on the Property to be Grazed and to warn all persons to not enter the Property to be Grazed. Except as set forth in Section 11, GoatScaping assumes no obligation, risk, or liability for personal injury or property damage that occurs at or on the Property to be Grazed arising from the use of the Grazing Herd.

Section 12: Release and Hold Harmless Agreement

12.1 GoatScaping's Indemnification of Client: GoatScaping shall indemnify, defend, and hold Client and its affiliates, agents, subcontractors, owners, officers, managers, members, employees, successors and assigns (collectively, "Client Indemnitees") harmless from and against any non-affiliated third Party claim, loss, cost, injury, damage, liability or expense (including reasonable attorneys' fees) that any Client Indemnitee directly or indirectly incurs, or that are threatened or asserted against any Client Indemnitee, that arise out of or relate to: any act or omission of the Grazing Herd or GoatScaping employees in performing the Services under this Agreement. GoatScaping is given full control over the choice of defense counsel and defense strategy pertaining to any such claim and receives Client's reasonable cooperation in the defense thereof. Client may participate in the defense of any such claim at its own expense with counsel of its own choosing. No final settlement of any action or claim as to which there is an obligation of indemnification may be made without the consent of Client, which shall not be unreasonably withheld. GoatScaping may not settle any claim by admitting liability of Client Indemnitee.

12.2 Client's Indemnification of GoatScaping: Client shall, to the extent authorized by Texas law, indemnify, defend, and hold GoatScaping its affiliates, agents, subcontractors, owners, officers, managers, directors, members, employees, successors and assigns (collectively, "GoatScaping Indemnitees") harmless from and against any non-affiliated third Party claim, loss, cost, injury, damage, liability or expense (including reasonable attorneys' fees) that any GoatScaping Indemnitee directly or indirectly incurs, or that are threatened or asserted against any GoatScaping Indemnitee, that arise out of or relate to: (a) any change or modification by Client of the Scope of the Services; (b) any intentional, grossly negligent, or negligent act of Client; or (c) use or misuse of the Services under this Agreement or the Grazing Herd by Client or Client's employees, personnel or agents in violation of applicable state or federal statutes or regulations. Client is given full control over the choice of defense counsel and defense strategy pertaining to any such claim and receives GoatScaping's reasonable cooperation in the defense thereof. GoatScaping may participate in the defense of any such claim at its own expense with counsel of its own choosing. Except upon the vote of the Tarrant County Commissioners Court, no final settlement of any action or claim as to which there is an obligation of indemnification may be made without the consent of GoatScaping, which shall not be unreasonably withheld. Client may not settle any claim by admitting liability of GoatScaping Indemnitee.

Section 13: Insurance Coverage

13.1 General Liability Policy Limits: At the time of completing the Services, GoatScaping will have in force liability insurance of \$2,000,000.00. GoatScaping also has workers compensation insurance and automobile liability insurance. Certificates will be provided to Client.

Section 14: Miscellaneous

14.1 Force Majeure: If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either Party's reasonable control including, but not limited to, an act of God, fire, explosion, vandalism, severe storm or other similar occurrence, pandemic, order or act of military or civil authority, or by national emergency, insurrection, riot, or war, or strike, lock-out, work stoppage. ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes for non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

14.2 Dispute Resolution: The Parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst themselves. If the matter is not resolved by negotiation; the Parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If the mediation does not successfully resolve the dispute, the Parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

14.3 Entire Agreement: This Agreement contains the entire understanding of the Parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written, or oral agreements between the Parties.

14.4 Severability: If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

14.5 Amendment: This Agreement may be modified or amended in writing by mutual agreement between the Parties, if the writing is signed by the Party obligated under the amendment.

14.6 Governing Law: This Agreement shall be construed in accordance with the laws of the State of Texas.

14.7 Notice: Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail return receipt requested, to the address set forth in the opening paragraph or to such other address as one Party may have furnished to the other in writing.

14.8 Waiver of Contractual Right: The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of this Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14.9 Attorney's Fees to Prevailing Party: In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing Party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

14.10 Construction and Interpretation: No provision of this Agreement shall be construed against either Party as the drafter thereof. Headings set forth herein are provided for convenience only and shall not be used to interpret this Agreement.

14.11 Counterparts: This Agreement may be executed in counterparts, each of which shall be an original instrument, but which together shall constitute only one agreement.

Section 15: Special Provisions

15.1 Additional Terms:

Water will be available on site at no charge. Goats are hired to clean and reduce the understory. Dates are tentative on weather and will start as soon as possible. No deposit will be taken.

15.2 Additional terms in Attachment are incorporated herein: [one page attached]

IN WITNESS WHEREOF, Client and GoatScaping have entered into this Agreement as of the Effective Date as defined above.

GoatScaping LLC

If Entity Client: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

Signature: Haley S. Gosnell/ GoatScaping LLC Signature: _____

Name: Haley Gosnell

Name: _____

Title: Owner and Director

Title: _____

Date: 2/21/24 13:12:27

Date: _____

Additional Terms Attachment

15.2 Additional Terms

- a. **Compliance with Laws.** In providing the services required by this Agreement, Vendor GoatScaping LLC must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
- b. **Form 1295.** GoatScaping LLC acknowledges that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission as required by law, and that the attached signed copy attached hereto is a full and true copy of said filed form.
- c. **Venue.** Venue for any suits shall be in Tarrant County (state court) or the Northern District of Texas, Fort Worth Division (federal court).

APPROVED AS TO FORM:


Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Tarrant County Auditor