



RESOLUTION NO. 20120925-09

RESOLUTION AUTHORIZING CONTRACT FOR PROFESSIONAL FOREST MANAGEMENT SERVICES TO KINGWOOD FORESTRY SERVICES, INC.

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, Kingwood Forestry Services, Inc. has the necessary experience and expertise to provide Forest Management services to TexAmericas Center; and

WHEREAS, TexAmericas Center has determined this firm to be qualified to perform these services;

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and he is here by authorized to enter into a professional service contract with Kingwood Forestry Services, Inc. to provide Forest Management services for TexAmericas Center on terms substantially the same as attached hereto.

PASSED AND APPROVED THIS 25th day of September, 2012


Denis Washington, Chairman of the Board

ATTEST:


Wayne Cranfill, Secretary-Treasurer

Attached: FY13 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 contract 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 October 1, 2012. 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. **Sale of Timber:** Both parties hereto recognize there are many factors involved in the decision to sell timber which are outside of silvicultural considerations. **KINGWOOD** shall make recommendations to the **OWNER** with respect to the timing and the extent of timber sales but it shall be the exclusive right of the **OWNER** to determine both the timing of sales and the products and volumes to be sold. Upon direction of the **OWNER**, **KINGWOOD** shall designate the timber to be sold, advertise timber sales to appropriate prospective buyers, solicit purchase offers or bids from the buyers, and prepare timber sale contracts to be executed between the **OWNER** and the successful buyer. All sales will be made in the name of **OWNER**, and the **OWNER** reserves the right to accept or reject any or all bids or offers for said sales.

2. **Management:** **KINGWOOD** shall make prudent management and silvicultural recommendations to **OWNER** for the purpose of long term timber production and recreational hunting from said lands and, upon direction of the **OWNER**, **KINGWOOD** shall designate the areas to receive silvicultural treatments, prepare maps and contracts and supervise contract compliance of activities as needed. **KINGWOOD** shall negotiate contracts and will often include activities with other clients to gain volume discounts on silvicultural activities. All contracts will be made between contractor and **OWNER**.

3. Communications with the **OWNER** to review forest conditions and plans for forest management and to report on progress of all activities relating to forest management.

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 services to be rendered under this Agreement, the Consultant will be entitled to a fee of 5% of clearcut timber sales and 8% of selective timber sales, payable as income is received.

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 insures 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 inequity 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 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.

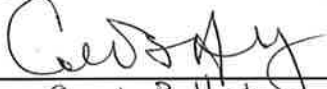
Date Executed: 9/25/12

TEXAMERICAS CENTER

By: 
Name: William V. Cork
Title: Executive Director/CEO

Date Executed: 9-26-12

KINGWOOD FORESTRY SERVICES, INC.

By: 
Name: Carl B. Herbert
Title: Vice President