



RESOLUTION NO. 20170926-14

AUTHORIZING EXECUTION OF A CONSULTING AND MARKETING SERVICES AGREEMENT WITH POINT TRADE 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, Businesses that engage in international business tend to have a more sustainable business model; and

WHEREAS, TexAmericas Center has an interest in creating and retaining quality jobs throughout the Texarkana metropolitan statistical area; and

WHEREAS, Point Trade Services, Inc. has proposed a Consulting Services Agreement to provide consulting activities with regards to Foreign Trade Zone #258 upon the terms as set forth in that certain agreement attached hereto; and

WHEREAS, the Board of Directors of TexAmericas Center has determined that it is in the best interest of TexAmericas Center and the citizens of Bowie County, Texas to enter into such agreement to retain and attract additional businesses to the TexAmericas Center properties;

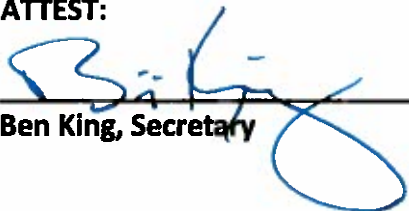
NOW, THEREFORE, BE IT RESOLVED, that Scott Norton, Executive Director/CEO of TexAmericas Center shall be and he is hereby authorized to enter into an agreement with Point Trade Services, Inc. upon the terms substantially as set forth in the attached Consulting & Marketing Services proposal.

PASSED and APPROVED this 26th day of September, 2017.



Boyd Sartin, Chairman of the Board

ATTEST:



Ben King, Secretary

ATTACHMENT: Contract For Service FY18

COPY

August 10, 2017

Proprietary and Confidential

Eric Voyles
EVP/CEDO TAC
TexAmericas Center
107 Chapel Lane
New Boston, TX 75570

RE: Foreign-Trade Zone & Strategic Marketing Plan Consulting Services 2017-2018

Dear Mr. Voyles,

PointTrade Services, Inc. (“PTSI”) is pleased to submit this letter to provide the TexAmericas Center (“TexAmericas”) with FTZ consulting services for the period of October 1, 2017 through September 30, 2018. The purpose of this letter is to describe our relevant service offerings and to define the scope of services to address TexAmericas’ FTZ needs.

Our Understanding

We understand the TexAmericas Center is interested in PTSI providing FTZ consulting services related to evaluating potential Foreign-Trade Zone opportunities in the area, strategic marketing and economic development planning, application services to assist in reorganizing FTZ # 258 under the Alternative Site Framework (ASF) as well as other related services as agreed upon by the TexAmericas Center and PTSI.

Scope of Services

PTSI consulting services may include, but are not limited to:

- **Grantee Business Model Review and Recommendations:**
 - Working with TexAmericas, review current FTZ #258 FTZ Grantee business practices as well as assist in developing a FTZ Grantee business model which may include recommended strategies in areas such as:
Recommended best practices for FTZ grantee administration, recordkeeping, FTZ Grantee/Operator policies, FTZ marketing and outreach strategies, suggested fee structures, FTZ Grantee fee pricing support, budget planning, compliance with FTZ Board regulations concerning grantees, FTZ Board reporting requirements for grantees, and other

recommendations based on PTSI's experience regarding FTZ Grantee best practices.

- **Grantee Documentation Review and Development:**
 - Review and update FTZ Grantee documentation and records. Areas of review may include: Compliance with FTZ Board regulations, compliance with U.S. Customs and Border Protection regulations, review documentation for missing, superfluous, incomplete, or outdated content, review and recommendations related to PTSI's experience with the FTZ program and FTZ Grantee best practices. Documents to be reviewed may include: FTZ Grantee zone schedule/tariff, FTZ Grantee Procedures Manual (if applicable), Grantee/Operator/User agreement(s), FTZ site records and site record maintenance procedures, and grantee site maps.
- **General FTZ Grantee Consulting Services :**
 - General FTZ Grantee Consulting Services as agreed upon by PTSI and TexAmericas, including but not necessarily limited to: Assistance with economic development marketing and business development strategies; Assistance with identifying targeted industries for the local area; Evaluation of FTZ feasibility for existing structures on vacant zone sites
- **On-Site Meetings:**
 - On-site meetings at the Grantee's request: Meetings with companies and developers at the grantee's request; Educational presentations on FTZs as coordinated by Grantee and PTSI

Our Professional Fees

The fees for the following FTZ consulting services will be billed at a blended hourly rate of \$200.00 per hour (or daily rate of \$2,400) with an applicable not to exceed amount as listed in each category below:

1. **Grantee Business Model Review and Recommendations** as described in the Scope of Services
2. **Grantee Documentation Review And Development** as described in the Scope of Services

3. General FTZ Grantee Consulting Services as described in the Scope of Services
 - Items 1, 2, & 3 will be billed hourly, as described above, not to exceed \$25,000 annually, (plus out of pocket expenses)
4. On-Site Meetings as described in the Scope of Services
 - \$2,400.00 daily rate (plus out of pocket expenses) invoiced upon completion of the on-site visit.

The scope and services of the above items have been quoted on a project-by-project basis. The date of commencement for the services listed above will be at a mutually acceptable time during the term of this agreement. Before commencement of a project, TexAmericas will notify PTSI in writing identifying the services desired and authorizing the commencement of the project.

PTSI Hourly Fees:

Blended Hourly Rate	\$200.00/Hour
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Billing of Fees and Out-of-pocket Expenses:

Fees will be billed on a monthly basis. Out-of-pocket expenses are in addition to the fees. Reasonable out-of-pocket expenses include, but are not limited to, those expenses incurred for travel, (including transportation, hotel, meals, etc.), private courier services, binding, web and teleconference meetings, and certain duplication charges. Reasonable expenses are defined as coach class airfare, mid-grade hotel, etc. Before incurring any unusual expenses, PTSI will seek approval from the appropriate personnel of client.

PTSI's preferred method of receiving payment is via electronic transfer. Routing information for electronic payment will be provided by PTSI.

If client has any specialized instructions for billing, these instructions must be provided at the time of engagement.

Bills are payable upon receipt and due within 30 days. Finance charges will apply for invoices outstanding 60 days or more.

Any fees or other charges by third parties are not covered by this agreement.

Expiration of Offer:

The fees quoted in this proposal will expire 60 days from the date of this proposal, unless a signed engagement is issued, and are subject to change based on revisions to the Foreign-Trade Zones Board Regulations.

Lapse Clause – Should client terminate work during the project or lapse activity for a period of sixty (60) days, the project may be terminated and the balance due for all work previously performed and reasonable expenses incurred shall become payable within thirty (30) days.

Engagement Acceptance

The attached Standard Terms and Conditions and Mutual Non-Disclosure Agreement are incorporated by this reference into the agreement.

To confirm acceptance of this agreement, please sign and return this letter via email at eberry@pointtradeservices.com or via fax to 850-747-1552.

If you have any questions or wish to discuss any aspect of this agreement, please call me at 850-522-4101.

Very truly yours,



Tommy L. Berry
Chief Business Officer

Accepted by and on behalf of TexAmericas Center

By:  _____

Name: Signature
SCOTT Norton

Title: Executive Director / CEO

Date: 9/26/17

The effective date of this agreement will be October 1, 2017 through September 30, 2018.