



RESOLUTION NO. 20140624-08

CONTRACT WITH EXECUTIVE DIRECTOR/CEO

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 desires to employ William Scott Norton as Executive Director/CEO of TexAmericas Center and to enter into a written contract with him for the period of July 5, 2014 through September 30, 2014;

NOW, THEREFORE, BE IT RESOLVED, that Gabe Tarr, Vice-Chairman of the Board of Directors, shall be and he is hereby authorized to execute a Management and Personal Services Contract on behalf of TexAmericas Center with William Scott Norton as Executive Director/CEO of TexAmericas Center upon the terms and conditions and compensation as set forth in the Agreement attached hereto.

PASSED and APPROVED this 24th day of June, 2014.



Gabe Tarr, Vice-Chairman of the Board

ATTEST:



Boyd Sartin, Secretary/Treasurer

Attachment: Management and Services Contract

MANAGEMENT AND PERSONAL SERVICES CONTRACT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BOWIE §

24th This Management and Personal Services Contract, is made and entered into as of the day of June, 2014, by and between the **TEXAMERICAS CENTER ("TAC")**, a governmental entity of the State of Texas, and William Scott Norton ("**Director**").

WITNESSETH:

WHEREAS, the Director has agreed to contract with TAC for the purpose of providing services as its Executive Director and Chief Executive Officer ("**CEO**"); and

WHEREAS, TAC was authorized by the State of Texas, and subsequently created by the County of Bowie, and the incorporated municipalities in Bowie County, Texas to facilitate the redevelopment of the surplus portion of the Red River Army Depot and other properties received by TAC from the Department of the Army including property formerly known as Lone Star Army Ammunition Plant; and

WHEREAS, TAC has determined that it is in the best interests of TAC to retain the services of Director for the period stated herein;

NOW THEREFORE, the parties hereto do covenant and agrees as follows:

I. Position and Duties

TAC does hereby engage and retain Director as the Executive Director and Chief Executive Officer (CEO) of TAC effective July 5, 2014, to provide professional management and other personal services connected with the operation of TAC including but not limited to those services more specifically described as follows:

- (a) The general services as Executive Director and Chief Executive Officer of TexAmericas Center including initiating, developing and coordinating economic development activities under the broad administrative direction of its Board of Directors in order to provide for the adaptive reuse of excess property formerly a part of Red River Army Depot and Lone Star Army Ammunition Plant to the extent said excess property has been, or is conveyed to, or leased in furtherance of conveyance to, TAC, including negotiation of the acquisition of said properties;
- (b) Coordinate the activities of various agencies, task forces and community groups involved in the redevelopment efforts of TexAmericas Center properties;
- (c) Perform such duties are more fully described in the approved job description included in the adopted Personnel Policy Manual of TAC, and as may be amended from time to time during the period of the is agreement.

- (d) The scope of the CEO's authority also includes those authorities included in the Regulations of TAC, the Public Funds Investment Policy of TAC, the Site Security and Access Policy of TAC, the Salvage and Scrap Policy of TAC, the Hunting Policy and all other approved policies and resolutions delegating authority to the CEO.

II. Term, Compensation and Benefits

(a) The term of this contract shall be for the period beginning July 5, 2014, and ending on the 30th day of September, 2014; provided, however, said term may be terminated earlier as provided in subsection (b) of Article II and Article X.

(b) Director may terminate this agreement at any time during the term of this agreement by giving thirty (30) days notice of intention to not extend this contract. TAC shall notify CEO within thirty (30) days prior to the expiration of this Contract if the intent of TAC is not to negotiate a subsequent contract.

(c) The TAC agrees to pay Director as Base Compensation for services rendered hereunder an annual base pay of \$145,000.00, for the term commencing July 5, 2014 prorated on a monthly basis for the term of this initial contract. TAC will reimburse such reasonable and necessary business related expenditures made by Director in the course and scope of his service as more specifically described and allowed by the policies of the TAC, or approved by the Board of Directors. Compensation shall be subject to adjustment annually at the discretion of the Board of Directors of TAC, but may not be reduced without the mutual consent of Director.

(d) TAC shall pay to Director a car allowance for local travel within a radius of fifty miles of the city limits of Texarkana, Texas. The car allowance for the term of the contract shall be \$564.00 per month. Travel by personal automobile outside the fifty mile radius shall be paid at the prevailing IRS approved reimbursement rates. The car allowance shall be treated as a non-accountable allowance as provided in IRS regulations and reported as income to Director upon his Form W-2.

(e) In addition to the compensation set forth above, the TAC agrees the Director shall be entitled to the benefits, leave and holiday policies as set forth in the Personnel Policy Manual approved by the Board.

(f) Performance Compensation. (1) In addition to the compensation and benefits set forth above, Director shall be paid certain additional compensation for achievement and completion of specified goals. The specified goals and performance compensation are attached to this Contract as Exhibit "A". To earn the performance compensation for a specified goal, the goal must be accomplished during the contract period. Once earned, the compensation shall be paid to Director within 30 days. By agreement of the parties the Performance Compensation may be deferred upon terms as agreeable to both parties. All compensation is subject to

standard employee withholdings and shall be included as compensation for all purposes including but not limited to retirement contributions. (2) Notwithstanding any other provision of this Agreement, the total Performance Compensation payable to Director during the term of this Agreement shall not exceed One Hundred Fifty percent (150%) of the Base Compensation payable to Director during the Contract Term.

III. Evaluation and Review

The Director understands and agrees that his performance under this Contract shall be subject to evaluation and review by the Board of Directors of the TAC at any time.

IV. Compliance and Indemnification

Director shall at all times make reasonable efforts to see that TAC observes and complies with all Federal, State and local laws, ordinances and regulations which apply to TAC. Director shall not be personally liable for any act that is incident to or within the scope of the duties of Director's position of employment and that involves the exercise of judgment or discretion on the part of Director, except in circumstances arising out of the grossly negligent actions of Director.

Claims Indemnity. In the event any civil claims or lawsuits (hereinafter, "claims") are brought against Director, and provided such claims are based and arose while he was acting in good faith within the course and scope of his official duties and employment with TAC, TAC agrees to indemnify him and provide him with a legal defense of TAC's choice for such claims. The indemnification intended by the parties includes payment of any actual damages, court costs, and attorney's fees which may be assessed against Director arising from such claims, but not exemplary or punitive damages; and the legal defense intended by the parties may be provided through insurance coverage and through the same legal counsel if no conflicts exist between the parties. Director agrees to provide assistance to and cooperate with TAC, its agents, insurers, employees and attorneys, in any aspect of defending such claims. The parties intend that the type of claims for which any public funds may be expended pursuant to this paragraph will involve the interest of TAC and will not accrue solely to the benefit of Director. The parties do not intend for TAC to expend public funds pursuant to this paragraph solely for the benefit of Director. If a court of competent jurisdiction by final adjudication determines that Director was not acting in good faith within the course and scope of his official duties and employment with TAC, the parties agree that TAC may require reimbursement from Director for any expenditure of public funds pursuant to this paragraph. This provision shall survive beyond the period of the Contract set forth in this agreement.

V. Entire Agreement

This Contract contains the entire agreement of the parties whether written or oral and supersedes any and all other agreements between the parties.

VI. Applicable Law and Venue

The terms of this Contract shall be governed by the laws of the State of Texas. Venue for any cause of action arising from this Contract shall be the County of Bowie.

VII. Amendments

All amendments or modifications to this Contract must be in writing and signed by both parties.

VIII. Severability

If any provision of the Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

IX. Reassignment of Duties

Director acknowledges that TAC acting by and through its Board of Directors has reserved, and does hereby reserve, the right to remove the Director from the position of Executive Director and reassign him to other job responsibilities. Such removal and reassignment shall not prejudice Director's contractual rights to the salary and benefits under this agreement.

X. Commitment of Current Revenue

Payment of funds under this contract shall be made from current revenues of TAC; TAC shall make a best efforts attempt to obtain and appropriate funds for payment of the sums provided for herein during each budget year of TAC. TAC reserves the right to terminate this contract at the end of each budget period during the term of this contract, with a premature termination payment equal to six (6) months' salary and benefits.

IN WITNESS WHEREOF, the parties hereto have executed this Management and Personal Services Contract to be effective on the ___ day of June, 2014.

William Scott Norton
William Scott Norton

Date: 6/24/14

TEXAMERICAS CENTER

By: Gabe Tarr
Name: Gabe Tarr

Title: Vice Chairman of the Board

Date: 6/24/2014

EXHIBIT "A"
PERFORMANCE COMPENSATION

**GOALS FOR PERIOD OF JULY 5,
2014 THRU SEPTEMBER 30, 2014**

COMPENSATION

- | | |
|--|--|
| 1. Payment of Incentive Pay for successful completion of goals as Executive Vice President/COO, including but not limited to completion of Audit, completion of Collins Plant construction, completion of refinancing old bonds and getting new bonds complete, completion of investing all bond funds and a sign on bonus to accept Interim position. | \$30,000 upon execution of Executive Director/CEO agreement. |
| 2. Completion and board approval of FY14 Budget Amendment and FY15 Budget. | \$5,000 upon board approval of FY14 Budget Amendment and FY15 Budget. |
| 3. Execution of a Contract or Memorandum of Agreement for the sale and transfer of the TAC wet utility systems to a viable third party. | \$10,000 upon execution of a contract or memorandum of agreement with a viable third party for the purchase and transfer of the TAC wet utility systems to said third party. |
| 4. Depository | \$5,000 upon bank depository agreement approved by the board of directors |

William Scott Norton
William Scott Norton

Date: 6/24/14

TEXAMERICAS CENTER

By: Gabe Tarr
Gabe Tarr

Vice Chairman of the Board

Date: 6/24/2014