



**RESOLUTION NO. 20150922-29**

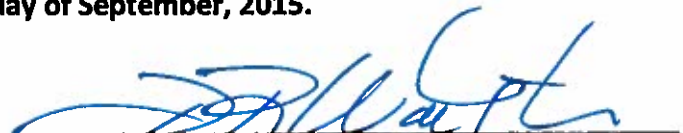
**CONTRACT EXTENSION WITH EXECUTIVE DIRECTOR/CEO –AMENDMENT ONE TO  
MANAGEMENT AND PERSONAL SERVICES CONTRACT**

**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 through September 30, 2017;

**NOW, THEREFORE, BE IT RESOLVED**, that Denis Washington, 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 22<sup>nd</sup> day of September, 2015.

  
\_\_\_\_\_  
Denis Washington, Chairman of the Board

**ATTEST:**

  
\_\_\_\_\_  
Boyd Sartin, Secretary/Treasurer

Attached: Management and Services Contract – Amendment One

**AMENDMENT ONE  
TO  
MANAGEMENT AND PERSONAL SERVICES CONTRACT**

**STATE OF TEXAS**

§

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF BOWIE**

§

§

This Amendment One to Management and Personal Services Contract is made and entered into as of the 25<sup>th</sup> day of August, 2015, by and between **TEXAMERICAS CENTER (“TAC”)**, a governmental entity of the State of Texas and **WILLIAM SCOTT NORTON (“DIRECTOR”)**.

**WHEREAS**, TAC and DIRECTOR entered into a Management and Personal Services Contract dated September 23, 2014, and effective October 1, 2014 for DIRECTOR to serve as the Executive Director and Chief Executive Officer (“CEO”) of TexAmericas Center; and

**WHEREAS**, TAC and DIRECTOR desire to amend the Management and Personal Services Contract to extend the term and make other changes to the Terms and Conditions of said Contract;

**WHEREAS**, TAC has determined that it is in the best interest of TAC to retain the services of DIRECTOR for an extended period as stated herein;

**NOW, THEREFORE**, the parties hereto do hereby covenant and agree to amend and modify the Management and Personal Services Contract as follows:

1. The term of the Contract as set forth in section II.(a) is hereby amended to extend the term for a period of one year to end on the 30<sup>th</sup> day of September, 2017, provided, however, said term may be terminated earlier as provided in subsection b. of Article II and Article X.

2. Section II.(c) is amended by adding the following:

“TAC agrees to pay DIRECTOR as base compensation for services rendered at an annual base pay of \$150,858.00 for the year commencing October 1, 2016.”

3. Section II (d) is amended by adding the following provision:

“TAC shall pay to Director a car allowance for local travel within a radius of 50 miles of the City Limits of Texarkana, Texas, the sum of \$275.40 per pay period (every 2 weeks) during the contract year commencing on October 1, 2016.

4. Section II (f) is amended effective October 1, 2016, to provide that the specified goals and performance compensation criteria and amounts are as set forth in Exhibit “A” attached to this Amendment Number One. Additionally, for the year commencing


October 1, 2016, Performance Compensation should not exceed 50% of the Base Compensation payable to the Director during the year commencing October 1, 2016.

5. The Management and Personal Services Contract, as amended by this Amendment Number One, is hereby ratified by the parties.

  
\_\_\_\_\_  
WILLIAM SCOTT NORTON

Date: 9/22/15

TEXAMERICAS CENTER

By:   
\_\_\_\_\_  
Denis Washington,  
Chairman of the Board

Date: 9/22/2015

**EXHIBIT "A"**  
**PERFORMANCE COMPENSATION**

**GOALS FOR PERIOD OF OCTOBER 1, 2016  
THRU SEPTEMBER 30, 2017**

**COMPENSATION**

1. Job Retention and Creation. Based on a census conducted by TAC staff and subject to independent review on behalf of the Executive Committee as of August 1 of each Fiscal Year as compared to the census taken for the previous year on August 1. Scope of census includes all full time employees of tenants and owners of property located upon BRAC surplus property transferred to TAC subsequent to 1995 and 2005 rounds of BRAC not associated with RRAD. Does not include D&Z employment on property transferred directly from Army to D&Z.

\$2.50 per job Retained not associated with RRAD

\$100 per net new job Created not associated with RRAD

2. Value of the Lease Portfolio

Three percent (3%) of the actual value of all current year lease revenue above prior Fiscal Year actual lease revenue.

3. Land, Buildings and Property Sales

Three percent (3%) of the appraised FMV of all land and building sales contracts executed during the term of the Contract regardless of the purchase price.

  
\_\_\_\_\_  
William Scott Norton

TEXAMERICAS CENTER

By: 

Denis Washington,  
Chairman of the Board