



RESOLUTION NO. 20160927-29

**CONTRACT EXTENSION WITH EXECUTIVE DIRECTOR/CEO –AMENDMENT TWO
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, 2018;

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 27th day of September, 2016.



Denis Washington, Chairman of the Board

ATTEST:



Melford Pierce, Secretary

Attached: Management and Services Contract – Amendment Two

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

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

This Amendment Two to Management and Personal Services Contract is made and entered into as of the 30th day of September, 2016, 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 entered into that certain Amendment One to the Management and Personal Services Contract on or about September 22, 1015; and

WHEREAS, TAC and DIRECTOR desire to further 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 30th day of September, 2018, 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 \$153,875.16 for the year commencing October 1, 2017.”
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 \$280.91 per pay period (every 2 weeks) during the contract year commencing on October 1, 2017.
4. Section II (f) is amended effective October 1, 2016, to read as follows:

(f) Performance Compensation. In addition to the compensation and benefits set forth above, Director shall be paid certain additional compensation for achievement and completion of specified goals during the contract period. The Board of Directors shall determine the performance goals and associated performance compensation at the regular meeting of the Board of Directors in September of each year to be effective on October 1 of the following contract year. Each year a Performance Compensation Addendum shall be prepared and executed by TAC and DIRECTOR and attached to the Management and Personal Services Contract to document the performance goals and associated performance compensation. To earn the Performance Compensation, the performance goal must be accomplished during the specified contract period. Once earned, the compensation shall be paid to Director within 30 days. 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. Notwithstanding any other provision of this contract, the total Performance Compensation payable to Director in any one contract year shall not exceed 50% of the Base Compensation payable to the Director for that year.


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



WILLIAM SCOTT NORTON

Date: 9/28/16

TEXAMERICAS CENTER

By: 

Denis Washington,
Chairman of the Board

Date: 9/27/2016

PERFORMANCE COMPENSATION ADDENDUM

**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.
4. Installation and delivery of natural gas service to one or more tenants of the TAC-East campus	\$5,000
5. Installation and delivery of raw water service capability of not less than six (6) million gallons per day to the TAC-East campus as contractually agreed to with Riverbend Water Resources District	\$5,000
6. Completion of a Rail Access Agreement with Red River Army Depot for tenants and/or owners of property on TAC-East campus to have access to rail service over and across the Department of the Army rail line from TAC-East campus to the rail line in Redwater, Texas. (as provided in the	\$5,000

LSAAP-WEP Memorandum of Agreement).

7. Completion of the Right-of-way Easement Agreement with Red River Army Depot for ingress and egress from the public roads South of Red River Army Depot over and across Red River Army Depot property to the TAC-East campus. (as provided in the LSAAP-WEP Memorandum of Agreement) \$5,000


8. Completion of the Utility and Access Easement between Red River Army Depot and TAC along the North Boundary Line of Red River Army Depot between the TAC-Central campus and the TAC-West campus. (as provided in the LSAAP-WEP Memorandum of Agreement) \$5,000

9. Completion of the second modification to the Army's RCRA permit removing additional TAC-E property from the permit \$5,000

10. Obtaining an acceptable Closure Agreement among the Texas Commission on Environmental Quality, TAC and the Department of the Army which will allow development, reuse and disposition of the High Explosives Burning Ground tract on TAC-E for job creation. \$5,000



William Scott Norton

TEXAMERICAS CENTER
By: 

Denis Washington,
Chairman of the Board