



RESOLUTION NO. 20190924-24

**CONTRACT EXTENSION WITH EXECUTIVE DIRECTOR/CEO –AMENDMENT FIVE 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, 2021;

NOW, THEREFORE, BE IT RESOLVED, that Boyd Sartin, 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 September, 2019.



Boyd Sartin, Chairman of the Board

ATTEST:



Ben King, Secretary

Attached: Management and Services Contract – Amendment Five

“TAC agrees to pay DIRECTOR as base compensation for services rendered at an annual base pay of \$173,545.99 for the year commencing October 1, 2019.”

“TAC agrees to pay DIRECTOR as base compensation for services rendered at an annual base pay of \$178,752.37 for the year commencing October 1, 2020

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 TexAmericas Center Headquarters Office, the sum of \$306.95 per pay period (every 2 weeks) during the contract year commencing on October 1, 2020.

4. Performance Goals for the year are as stated in the Performance Compensation Addendum attached hereto.


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, Amendment Two, Amendment Three, Amendment Four and this Amendment Five is hereby ratified by the parties.

TEXAMERICAS CENTER



WILLIAM SCOTT NORTON

By: 
Boyd Sartin,
Chairman of the Board

Date: 9/24/19

Date: 24 Sept. 2019

PERFORMANCE COMPENSATION ADDENDUM

GOALS FOR PERIOD OF OCTOBER 1, 2019 THRU SEPTEMBER 30, 2020


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 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 |
| 5. 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 LSAAP-WEP Memorandum of Agreement). | \$5,000 |

6. 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
7. 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
8. Completion of the second modification to the Army's RCRA permit removing additional TAC-E property from the permit	\$5,000
9. 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
10. Execution or amendment of an Environmental Services Cooperative Agreement (ESCA) with the United States Government (or affiliated agency thereof)	One half of one percent (0.5%) of the face value of an original or amended ESCA contract and all subsequent amendments thereto executed during the term of this contract.
116 Buildings leaseback terminated and TAC can use the buildings	\$5,000
WEP Timber issue resolved by court order or board resolution	\$5,000
Update Strategic Plan and presented to the Board for approval	\$5,000



William Scott Norton

TEXAMERICAS CENTER
By: 

Boyd Sartin,
Chairman of the Board