

NOTICE OF PUBLIC MEETING



SEPTEMBER 22, 2020 AT 12:00 P.M.

11 CHAPEL LANE, SUITE B
NEW BOSTON, TX 75570

Persons wishing to attend the TexAmericas Center Board of Directors Meeting by telephone can call 1-866-778-5424 and enter the Participant Code of 5090805. Board meeting agenda and materials can be found at the www.texamericascenter.com website.

The Board of Directors of TexAmericas Center will meet to conduct business at the above time and location via conference call.

AGENDA

1. Pledge of Allegiance and Reflection.
2. Call to Order.
3. Roll Call of Directors.
4. Public Comment Period for Non-Agenda Items. Comments are limited to five minutes.
5. Public Comment Period for Agenda Items. Comments are limited to five minutes.
6. Hear and discuss reports from the standing Committees of TexAmericas Center. Committees that met since the last board meeting are:
 - a. Executive
 - b. Investment/Finance
7. Consider and take action upon **Resolution #20200922-01** approving the **Fiscal Year 2020 3rd Quarter Financials**.
8. Consider and take action upon **Resolution #20200922-02** approving the **Fiscal Year 2020 Budget Revisions for TexAmericas Center**.
9. Consider and take action upon **Resolution #20200922-03** approving the **Fiscal Year 2021 Budget for TexAmericas Center**.

10. Consent Agenda:

- a. Approve Minutes of Board Meeting from August 25, 2020.
- b. Approve Check Book Register and Deposit Summary from August 20, 2020 – September 16, 2020.
- c. Consider and take action upon **Resolution #20200922-04** approving the **Fiscal Year 2020 3rd Quarter Scrap and Timber Sales Report**.
- d. Consider and take action upon **Resolution #20200922-05** approving the **Fiscal Year 2020 3rd Quarter Investment Report**.
- e. Consider and take action upon **Resolution #20200922-06** authorizing the Executive Director/CEO to **approve the TexAmericas Center Investment Policy**.
- f. Consider and take action upon **Resolution #20200922-07** authorizing the Executive Director/CEO to **execute a contract with Holliday, Lemons and Cox, P.C. for professional accounting services for FY2021**.
- g. Consider and take action upon **Resolution #20200922-08** authorizing the Executive Director/CEO to **execute a contract with the Jordan Law Firm for professional legal services for FY2021**.
- h. Consider and take action upon **Resolution #20200922-09** authorizing the Executive Director/CEO to **execute a contract with Garrity and Knisely, PLLC for professional BRAC-related legal services for FY2021**.
- i. Consider and take action upon **Resolution #20200922-10** authorizing the Executive Director/CEO to **execute a professional services contract with McWilliams Governmental Affairs Consultants for governmental communications services for FY2021**.
- j. Consider and take action upon **Resolution #20200922-11** authorizing the Executive Director/CEO to **execute a professional engineering services agreement and various work orders with MTG Engineers and Surveyors for FY2021**.
- k. Consider and take action upon **Resolution #20200922-12** authorizing the Executive Director/CEO to **execute a professional engineering services agreement with E TTL Engineers and Consultants for FY2021**.
- l. Consider and take action upon **Resolution #20200922-13** authorizing the Executive Director/CEO to **execute a contract and work order with Kingwood Forestry Services, Inc. for certain forestry and hunting management services for FY2021**.
- m. Consider and take action upon **Resolution #20200922-14** authorizing the Executive Director/CEO to **execute a Marketing and Consulting Agreement with Point Trade Services, Inc., for FY2021**.
- n. Consider and take action upon **Resolution #20200922-15** authorizing the Executive Director/CEO to **execute a professional services agreement for economic development services with Global Site Location Industries, LLC (formerly known as WEDA) for FY2021**.
- o. Consider and take action upon **Resolution #20200922-16** authorizing the Executive Director/CEO to **execute a Professional Services Agreement with Braun Intertec Corporation for Geotechnical Services for FY2021**.
- p. Consider and take action upon **Resolution #20200922-17** authorizing the Executive Director/CEO to **execute a professional services agreement with Cardno, Incorporated for wetland delineation services for FY2021**.
- q. Consider and take action upon **Resolution #20200922-18** authorizing the Executive Director/CEO to **execute a Professional Services Agreement with Valley View Consulting, L.L.C. for FY21**.
- r. Consider and take action upon **Resolution #20200922-19** authorizing the Executive Director/CEO to **execute a Line of Credit Note to Guaranty Bank & Trust in the amount of \$1,500,000.00**.

11. Consider and take action upon **Resolution #20200922-20** authorizing the Executive Director/CEO to execute a professional services agreement with EDP Best Practices Services, LLC for Economic Development and Planning Services for FY2021.
12. Consider and take action upon **Resolution #20200922-21** authorizing the Executive Director/CEO to execute a professional Services agreement with Chartwell Agency for Economic Development Services for FY2021.
13. Report regarding regional water.
14. Consider and take action upon **Resolution #20200922-22** authorizing the Executive Director/CEO to amend the Personnel Policy Manual.
15. Consider and take action upon **Resolution #20200922-23** authorizing the Executive Director/CEO to execute an Interlocal Agreement to participant in the Texarkana Brownfields Regional Environmental Coalition with the City of Texarkana, Texas, City of Texarkana, Arkansas, and the Ark-Tex Council of Governments.
16. Consider and take action upon **Resolution #20200922-24** ratifying the execution of the Pay-As-Cut Cutting Agreement between Forest Recovery Management and TexAmericas Center upon Birch Trail – TAC East Campus.
17. Consider and take action upon **Resolution #20200922-25** authorizing the Executive Director/CEO to execute a pay-as-cut contract with Matt Raulston Logging for forest products on Cypress Lane-TAC East Campus.
18. Consider and take action upon **Resolution #20200922-26** authorizing the Executive Director/CEO to execute lease addendums incorporating PILOT payment provisions.
19. Consider and take action upon **Resolution #20200922-27** authorizing the acquisition of Pollution and Remediation Legal Liability Insurance from Indian Harbor Insurance Company as required by Environmental Services Cooperative Agreement.
20. Consider and take action upon **Resolution #20200922-28** authorizing a modification to the Cooperative Agreement for Environmental Services between TexAmericas Center and the United States of America for Additional Environmental Services upon property owned by or to be owned by TexAmericas Center.
21. Consider and take action upon **Resolution #20200922-29** authorizing the Executive Director/CEO to execute a new industrial lease agreement for space at 320 Panther Creek, New Boston, TX 75570 on the TAC-Central campus, to Sunrise Beach Corporation dba M2 Services.
22. Consider and take action upon **Resolution #20200922-30** authorizing the Executive Director/CEO to execute a new license agreement to use designated roadways upon the TAC-Central campus for purposes of testing refurbished military vehicles for Sunrise Beach Corporation dba M2 Services.

23. Consider and take action upon **Resolution #20200922-31** authorizing the Executive Director/CEO to execute **Supplement Agreement No. 1 for 333 Panther Creek, New Boston, TX, 75570 to the United States of America.**
24. Consider and take action upon **Resolution #20200922-32** authorizing the Executive Director/CEO to execute a **Financial Advisory Agreement with Crews & Associates, Inc.**
25. Consider and take action upon **Resolution #20200922-33** authorizing the Executive Director/CEO to execute a **Bond Counsel Services Agreement with McCall, Parkhurst and Horton, L.L.P. for outside legal services.**
26. Consider and take action upon **Resolution #20200922-34** authorizing the Chairman of the Board to **negotiate and execute Amendment Six to Management and Personal Contract with William Scott Norton to serve as Executive Director/CEO.**
27. Staff Reports:
 - a. Executive Director/CEO Report
 - b. Executive Vice President/CEDO Report
 - c. Executive Vice President/COO Report
28. Adjourn to Executive Session pursuant to the following Sections:
 - a. Section 551.071 of the Texas Government Code; Consultation with attorney regarding legal issues relating to pending or contemplated litigation.
 - b. Section 551.072 of the Texas Government Code; Deliberation of the purchase, exchange, lease, or value of real property.
 - c. Section 551.074 of the Texas Government Code; Personnel Matters.
 - d. Section 551.087 of the Texas Government Code; Deliberation regarding Economic Development Negotiations.
29. Reconvene in Open Session.
30. Adjournment.



**EXECUTIVE COMMITTEE MEETING
MINUTES
11 CHAPEL LANE, SUITE B
NEW BOSTON, TX 75570
SEPTEMBER 15, 2020
12:00 P.M.**

The Executive Committee of TexAmericas Center Board of Directors met to conduct business on the date and time listed above.

1. Jim Roberts called the meeting to order at 12:09 p.m.
2. **Directors and Staff in Attendance were:**

Jim Roberts	Ben King	Denis Washington	Gabe Tarr
Wes Jordan	Scott Norton	Marla Byrd	
3. Considered and took action to approve Minutes from August 18, 2020 Committee Meeting. A motion was made by Ben King and seconded by Gabe Tarr. The motion carried unanimously by voice vote.
4. Scott Norton led a discussion regarding the status of the SPEC Building progress.
5. Scott Norton briefed the Committee regarding the Interlocal Agreement for the Texarkana Brownfields Environmental Coalition. Considered and recommended the Interlocal Agreement for the Texarkana Brownfields Regional Environmental Coalition to the Board of Directors. A motion was made by Denis Washington and seconded by Ben King. The motion carried unanimously by voice vote.
6. Scott Norton briefed the Committee regarding renewal of ESCA insurance with 18 month policy. Considered and recommended renewal of ESCA insurance with 18 month policy to the Board of Directors. A motion was made by Gabe Tarr and seconded by Ben King. The motion carried unanimously by voice vote.
7. Scott Norton led a discussion regarding proposed changes to the Personnel Policy Manual. Considered recommended changes to Personnel Policy Manual to the Board of Directors. A motion was made by Gabe Tarr and seconded by Ben King. The motion carried unanimously by voice vote.
8. Scott Norton led a discussion regarding the Modification to the Cooperative Agreement for Environmental Services between TexAmericas Center and the United States of America for Additional Environmental Services Upon Property Owned or to be Owned by TexAmericas Center to the Board of Directors. No action taken.
9. Scott Norton led a discussion Annual TAC Holiday Party. The consensus was to forego hosting the party this year for safety reasons due to COVID.

10. Scott Norton led a discussion regarding the extension of the Bldg. 333 Lease. Considered and took action to recommend the extension of the lease to the Board of Directors. A motion was made by Ben King and seconded by Denis Washington. The motion carried unanimously by voice vote.
11. Scott Norton led a discussion regarding FY20 Budget Amendment/FY21 Budget. No action taken.
12. In other business, Scott Norton briefed the Committee regarding the RCRA permit and a letter regarding a TCEQ contested case.
13. A motion was made by Ben King and seconded by Gabe Tarr to adjourn to Executive Session at 12:46 p.m. pursuant to the following Sections. The motion carried unanimously by voice vote.
 - a. Section 551.071 of the Texas Government Code; Consultation with Attorney
 - b. Section 551.072 of the Texas Government Code; Deliberation of the purchase, exchange, lease, or value of real property
 - c. Section 551.074 of the Texas Government Code; Personnel Matters
 - d. Section 551.087 of the Texas Government Code; Deliberation regarding Economic Development Negotiations
14. A motion was made by Ben King and seconded by Gabe Tarr to reconvene to Open Session. The motion carried unanimously by voice vote.

With no other business to discuss, a motion was made by Ben King and seconded by Gabe Tarr to adjourn the meeting at 12:59 p.m. The motion carried unanimously by voice vote.



Investment & Finance Committee Minutes

Thursday, September 17, 2020
9:00 a.m.

The Investment and Finance Committee of TexAmericas Center met to conduct business at 107 Chapel Lane, New Boston, TX 75570 and via conference call on Thursday, September 17, 2020.

Committee Members, Staff and Others in Attendance were:

Gabe Tarr	Kevin Avery	Denis Washington	Ben King
Scott Norton	Holly Sleek	Marla Byrd	Troy Lemons
			Holliday, Lemons & Cox, P.C.
Dick Long	Ben Day		
Valley View Consulting, LLC	Valley View Consulting, LLC		

Committee Members Absent:

Fred Meisenheimer

1. Gabe Tarr called the meeting to order at 9:03 a.m.
2. Considered and approved the Minutes from the May 14, 2020 Committee Meeting. A motion was made by Gabe Tarr and seconded by Denis Washington. The motion carried unanimously by voice vote.
3. Troy Lemons with Holliday, Lemons & Cox, P.C. presented the Collateral Report.
4. Troy Lemons with Holliday, Lemons & Cox, P.C. presented the FY 2020 3rd Quarter Financials. Considered and took action to recommend accepting the Fiscal Year 2020 3rd Quarter Financials to the Board of Directors. A motion was made by Gabe Tarr and seconded by Kevin Avery. The motion carried unanimously by voice vote.
5. Dick Long with Valley View Consulting, LLC presented the FY2020 3rd Quarter Investment Report. Considered and took action to recommend approval of the Fiscal Year 2020 3rd Quarter Investment Report to the Board of Directors. A motion was made by Gabe Tarr and seconded by Ben King. The motion carried unanimously by voice vote.
6. Scott Norton presented the FY2020 3rd Quarter Scrap and Timber Sales Report. Considered and took action to recommend approval of the Fiscal Year 2020 3rd Quarter Scrap and Timber Sales Report to the Board of Directors. A motion was made by Kevin Avery and seconded by Ben King. The motion carried unanimously by voice vote.

7. Scott Norton led a discussion regarding Professional Services Agreement for:
 - a. Holliday, Lemons & Cox Public Accounting Firm
 - b. Valley View Consulting, L.L.C.

With regard to Valley View Consulting, L.L.C., a corrected copy of the Fee Schedule was sent by Mr. Long today and will be sent out in the Board Packet to the Board of Directors. The corrected fee schedule was discussed with the Committee. A motion was made by Denis Washington and seconded by Kevin Avery to recommend the Professional Services Agreements for both firms to the Board of Directors. The motion carried unanimously by voice vote.

8. Scott Norton led a discussion regarding the changes to the Investment Policy and Authorized Broker/Dealer List. A motion was made by Kevin Avery and seconded by Denis Washington to recommend the changes to the Investment Policy and Authorized Broker/Dealer List to the Board of Directors. The motion carried unanimously by voice vote.
9. Scott Norton led a discussion regarding the Line of Credit with Guaranty Bank & Trust. A motion was made by Kevin Avery and seconded by Gabe Tarr to recommend the Line of Credit with Guaranty Bank & Trust to the Board of Directors. The motion carried unanimously by voice vote.
10. Scott Norton presented the FY2020 Budget Amendments. A motion was made by Denis Washington and seconded by Gabe Tarr to recommend the FY2020 Budget Amendments to the Board of Directors. The motion carried unanimously by voice vote.
11. Scott Norton presented the FY2021 Budget. A motion was made by Denis Washington and seconded by Kevin Avery to recommend the FY2021 Budget to the Board of Directors. The motion carried unanimously by voice vote.
12. With no other business to discuss, a motion was made by Gabe Tarr and seconded by Denis Washington to adjourn the meeting at 9:35 a.m. The motion carried unanimously by voice vote.



RESOLUTION NO. 20200922-01

APPROVAL OF 3RD QUARTER FINANCIAL STATEMENTS FOR FISCAL YEAR 2020

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 Board of Directors accepts and approves quarterly financial statements, which provide for the fiduciary guidance of TexAmericas Center funds;

NOW, THEREFORE, be it resolved by the Board of Directors of the TexAmericas Center that the 3rd Quarter Financial Statements for Fiscal Year 2020 are accepted and approved for TexAmericas Center.

PASSED AND APPROVED THIS 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: FY20 3rd Qtr. Financial Statements



HOLLIDAY, LEMONS & COX, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

The Board of Directors
TexAmericas Center
New Boston, TX

Management is responsible for the accompanying financial statements of the general fund of TexAmericas Center, which comprise the balance sheet as of June 30, 2020 and 2019 and the related statement of revenue, expenditures, and changes in fund balance and the related budgetary information for the six months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position and the Statement of Activities for the governmental activities, as well as substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the financial statements mentioned above and the omitted disclosures were included in the financial statements, they might influence the user's conclusions about TexAmericas Center's financial position and results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

The supplementary information contained in the schedules on pages 3 through 9 is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement; however, we have not audited, or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

We are not independent with respect to TexAmericas Center.

Holliday, Lemons & Cox, P.C.

September 16, 2020

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AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

AICPA'S PRIVATE COMPANIES PRACTICE SECTION

TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

ARKANSAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

TEXAMERICAS CENTER
BALANCE SHEET
Governmental Fund Type - General Fund
As of June 30, 2020 and 2019

	<u>June 30, 2020</u>	<u>June 30, 2019</u>
Assets		
Cash and Cash Equivalents	\$ 5,755,062	\$ 2,959,270
Investments - Certificates of Deposit	7,055,868	10,587,917
Accounts Receivable	267,131	245,401
Due from TAC East Holdings Co.	254,757	383,924
Due from U.S. Army - ESCA Grant	-	2,127,566
Prepaid Expenses	80,158	3,339
Total Assets	<u><u>\$ 13,412,976</u></u>	<u><u>\$ 16,307,417</u></u>
Liabilities		
Accounts Payable	\$ 577,263	\$ 1,063,330
Accrued Liabilities	54,902	47,277
Unearned Revenue	308,469	1,904,941
Tenant Lease Deposits	210,846	128,952
Total Liabilities	<u>1,151,480</u>	<u>3,144,500</u>
Fund Balance		
Committed	809,387	621,912
Assigned	155,715	210,492
Unassigned	11,296,394	12,330,513
Total Fund Balance	<u>12,261,496</u>	<u>13,162,917</u>
Total Liabilities and Fund Balance	<u><u>\$ 13,412,976</u></u>	<u><u>\$ 16,307,417</u></u>

TEXAMERICAS CENTER
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
Governmental Fund Type - General Fund
Actual and Current Annual Budget
For the Nine Months Ended June 30, 2020 and 2019

	<u>Oct 19 - June 20</u>	<u>Oct 18 - June 19</u>	<u>Annual Budget</u>
Revenues			
Leases	\$ 1,651,328	\$ 1,451,550	\$ 1,932,257
Franchise Fees	114,798	122,267	157,500
Timber & Hunting	412,202	385,868	301,903
TAC East Management Fees	-	-	15,000
Grants	1,541,059	2,744,980	3,219,078
Project Reimbursement	986,384	-	985,000
Personal Property Sales	1,421	1,284	5,000
Settlement	74,000	-	-
Interest	206,037	228,949	100,000
Leased Employees	252,831	401,208	409,302
Miscellaneous	7,328	2,150	5,000
Total Revenue	<u>5,247,388</u>	<u>5,338,256</u>	<u>7,130,040</u>
Expenditures			
Current:			
Facility Operations & Infrastructure	2,877,279	382,853	3,818,130
Real Estate, Marketing & Sales	640,843	629,955	1,166,345
General Government	756,377	585,923	606,068
Hunting & Timber	131,245	24,599	154,131
ESCA	1,709,076	1,981,662	2,375,902
Capital Outlay:			
Facility Operations & Infrastructure	390,729	910,871	449,495
Total Expenditures	<u>6,505,549</u>	<u>4,515,863</u>	<u>8,570,071</u>
Change in Fund Balance	(1,258,161)	822,393	(1,440,031)
Fund Balance - Beginning	<u>13,519,657</u>	<u>12,340,524</u>	<u>13,519,657</u>
Fund Balance - Ending	<u>\$ 12,261,496</u>	<u>\$ 13,162,917</u>	<u>\$ 12,079,626</u>

TEXAMERICAS CENTER
SUPPLEMENTARY INFORMATION
Schedule of Detailed Revenues & Expenditures
Governmental Fund Type - General Fund
Actual and Current Annual Budget
For the Nine Months Ended June 30, 2020 and 2019

	<u>Oct 19 - June 20</u>	<u>Oct 18 - June 19</u>	<u>Annual Budget</u>
Revenues			
Leases	\$ 1,651,328	\$ 1,451,550	\$ 1,932,257
Franchise Fees	114,798	122,267	157,500
Timber & Hunting	412,202	385,868	301,903
TAC East Management Fees	-	-	15,000
Grants	1,541,059	2,744,980	3,219,078
Project Reimbursement	986,384	-	985,000
Personal Property Sales	1,421	1,284	5,000
Settlement	74,000	-	-
Interest	206,037	228,949	100,000
Leased Employees	252,831	401,208	409,302
Miscellaneous	7,328	2,150	5,000
Total Revenue	<u>5,247,388</u>	<u>5,338,256</u>	<u>7,130,040</u>
Expenditures			
Salaries & Wages	648,109	596,441	672,074
Health Insurance	96,828	64,374	179,955
Pension	59,071	37,770	84,180
Payroll Taxes	49,409	35,108	59,732
Cell Phone	3,964	3,665	4,554
Workers Compensation	4,096	4,820	6,143
Training & Education	1,336	2,343	7,213
Uniforms	1,984	3,978	4,411
Other Employment Costs	1,115	-	1,560
Temporary Labor	13,335	21,492	55,000
Dues & Memberships	14,920	11,998	26,495
Conferences & Travel	10,154	30,953	110,785
Board Mtgs Spec Evts Comm	12,627	14,517	17,500
Small Tools & Equipment	654	900	7,000
Materials & Supplies	4,626	2,444	7,000
Equipment Maintenance	7,281	11,445	20,000
Vehicle Repairs & Maintenance	3,462	2,653	5,700
Fuel	6,873	10,861	17,000
Cost of Sales & Leases	7,968	3,800	-
Insurance	211,354	265,428	325,447
Building & Infrastructure Repairs	2,582,340	84,145	3,194,443
Lawn & Property Maintenance	37,859	42,339	85,000
Preventative Maintenance	-	18,175	-
Forestry	59,465	24,599	86,963
Hunting	-	-	1,728
Management Fees	71,625	-	42,750

TEXAMERICAS CENTER
SUPPLEMENTARY INFORMATION
Schedule of Detailed Revenues & Expenditures
Governmental Fund Type - General Fund
Actual and Current Annual Budget
For the Nine Months Ended June 30, 2020 and 2019

	<u>Oct 19 - June 20</u>	<u>Oct 18 - June 19</u>	<u>Annual Budget</u>
Auditing	13,060	6,000	13,451
Accounting	19,776	15,005	40,000
Consulting	95,616	48,059	192,690
Grants	-	-	35,000
Marketing	96,329	85,236	160,000
Legal	167,684	100,006	150,000
Custodial	6,300	6,300	8,400
Janitorial	736	290	3,000
Computer, Reproduct & Maintenance	34,444	29,037	53,000
Office Supplies	11,353	7,308	10,000
Postage	1,091	1,040	4,000
Telephone & Internet	12,785	12,259	16,000
Utilities	16,451	11,310	22,500
Waste Management	6,605	6,680	8,000
Advertising	210	-	500
Miscellaneous	6,706	552	5,500
Bad Debt	6,143	-	-
TCEQ Regulatory Support	3,682	4,350	-
Management - ESCA	223,334	199,020	334,046
Technical Programs	1,482,060	1,778,292	2,041,856
Capital Outlay	390,729	910,871	449,495
Total Expenditures	<u>6,505,549</u>	<u>4,515,863</u>	<u>8,570,071</u>
Change in Fund Balance	<u>\$ (1,258,161)</u>	<u>\$ 822,393</u>	<u>\$ (1,440,031)</u>

TEXAMERICAS CENTER
SUPPLEMENTARY INFORMATION
Schedule of Revenues & Expenditures
General Fund - Facility Operations & Infrastructure
Actual and Current Annual Budget
For the Nine Months Ended June 30, 2020 and 2019

	<u>Oct 19 - June 20</u>	<u>Oct 18 - June 19</u>	<u>Annual Budget</u>
Revenues			
Franchise Fees	\$ 114,798	\$ 122,267	\$ 157,500
Grants	220,567	627,679	643,000
Project Reimbursement	986,384	-	985,000
Personal Property Sales	1,421	1,284	5,000
Total Revenue	<u>1,323,170</u>	<u>751,230</u>	<u>1,790,500</u>
Expenditures			
Salaries & Wages	139,156	128,297	253,898
Health Insurance	30,903	27,645	94,076
Pension	11,317	10,288	31,778
Payroll Taxes	10,948	12,157	22,728
Cell Phone	1,196	1,280	1,794
Workers Compensation	3,445	3,670	5,005
Training & Education	402	919	1,950
Uniforms	1,984	2,738	2,698
Other Employment Costs	1,115	-	1,560
Temporary Labor	-	-	25,000
Dues & Memberships	40	40	300
Conferences & Travel	119	122	1,000
Small Tools & Equipment	654	900	7,000
Materials & Supplies	4,626	2,444	7,000
Equipment Maintenance	7,281	11,445	20,000
Vehicle Repairs & Maintenance	3,462	2,618	5,000
Fuel	6,650	10,429	14,000
Building & Infrastructure Repairs	2,582,340	84,145	3,194,443
Lawn & Property Maintenance	37,859	42,339	85,000
Preventative Maintenance	-	18,175	-
Consulting	18,095	8,364	20,000
Custodial	6,300	6,300	8,400
Computer, Reproduction, Maintenance	2,825	2,771	3,000
Utilities	1,400	1,817	6,000
Waste Management	3,974	3,903	4,500
Miscellaneous	1,188	47	2,000
Capital Outlay	390,729	910,871	449,495
Total Expenditures	<u>3,268,008</u>	<u>1,293,724</u>	<u>4,267,625</u>
Change in Fund Balance	<u>\$ (1,944,838)</u>	<u>\$ (542,494)</u>	<u>\$ (2,477,125)</u>

TEXAMERICAS CENTER
SUPPLEMENTARY INFORMATION
Schedule of Revenues & Expenditures
General Fund - Real Estate, Marketing, & Sales
Actual and Current Annual Budget
For the Nine Months Ended June 30, 2020 and 2019

	<u>Oct 19 - June 20</u>	<u>Oct 18 - June 19</u>	<u>Annual Budget</u>
Revenues			
Leases	\$ 1,651,328	\$ 1,451,550	\$ 1,932,257
Total Revenue	<u>1,651,328</u>	<u>1,451,550</u>	<u>1,932,257</u>
Expenditures			
Salaries & Wages	115,246	102,732	172,242
Health Insurance	10,155	12,858	44,662
Pension	10,788	10,332	21,530
Payroll Taxes	7,892	8,493	15,272
Cell Phone	833	928	1,104
Workers Compensation	425	433	285
Training & Education	934	1,184	4,163
Uniforms	-	933	660
Temporary Labor	13,335	21,492	30,000
Dues & Memberships	14,805	10,749	25,195
Conferences & Travel	9,290	30,831	108,285
Vehicle Repairs & Maintenance	-	35	700
Fuel	223	432	3,000
Cost of Sales & Leases	7,968	3,800	-
Insurance	211,154	265,228	325,247
Consulting	43,771	3,862	100,000
Grants	-	-	35,000
Marketing	96,314	85,236	160,000
Legal	85,390	62,424	100,000
Computer, Reproduct & Maintenance	6,758	6,999	15,000
Utilities	5,245	974	3,000
Advertising	159	-	-
Miscellaneous	158	-	1,000
Total Expenditures	<u>640,843</u>	<u>629,955</u>	<u>1,166,345</u>
Change in Fund Balance	<u>\$ 1,010,485</u>	<u>\$ 821,595</u>	<u>\$ 765,912</u>

TEXAMERICAS CENTER
SUPPLEMENTARY INFORMATION
Schedule of Revenues & Expenditures
General Fund - General Government
Actual and Current Annual Budget
For the Nine Months Ended June 30, 2020 and 2019

	<u>Oct 19 - June 20</u>	<u>Oct 18 - June 19</u>	<u>Annual Budget</u>
Revenues			
Grants	\$ -	\$ -	\$ 3,000
TAC East Management Fees	-	-	15,000
Interest	206,037	228,949	100,000
Leased Employees	252,831	401,208	409,302
Miscellaneous	7,328	2,150	5,000
Settlement	74,000	-	-
Total Revenue	<u>540,196</u>	<u>632,307</u>	<u>532,302</u>
Expenditures			
Salaries & Wages	393,707	365,412	245,934
Health Insurance	55,770	23,871	41,217
Pension	36,966	17,150	30,872
Payroll Taxes	30,569	14,458	21,732
Cell Phone	1,935	1,457	1,656
Workers Compensation	226	717	853
Training & Education	-	240	1,100
Uniforms	-	307	1,053
Dues & Memberships	75	1,209	1,000
Conferences & Travel	745	-	1,500
Board Mtgs Spec Evts Comm	12,627	14,517	17,500
Insurance	200	200	200
Auditing	13,060	6,000	13,451
Accounting	19,776	15,005	40,000
Consulting	33,750	35,833	50,000
Marketing	15	-	-
Legal	82,139	37,582	50,000
Janitorial	736	290	3,000
Computer, Reproduct & Maintenance	24,861	19,267	35,000
Office Supplies	11,353	7,308	10,000
Postage	1,091	1,040	4,000
Telephone & Internet	12,785	12,259	16,000
Utilities	9,806	8,519	13,500
Waste Management	2,631	2,777	3,500
Advertising	51	-	500
Miscellaneous	5,360	505	2,500
Bad Debt	6,143	-	-
Total Expenditures	<u>756,377</u>	<u>585,923</u>	<u>606,068</u>
Change in Fund Balance	<u>\$ (216,181)</u>	<u>\$ 46,384</u>	<u>\$ (73,766)</u>

TEXAMERICAS CENTER
SUPPLEMENTARY INFORMATION
Schedule of Revenues & Expenditures
General Fund - Hunting & Timber
Actual and Current Annual Budget
For the Nine Months Ended June 30, 2020 and 2019

	<u>Oct 19 - June 20</u>	<u>Oct 18 - June 19</u>	<u>Annual Budget</u>
Revenues			
Timber	\$ 364,390	\$ 385,868	\$ 250,000
Hunting	47,812	-	51,903
Total Revenue	<u>412,202</u>	<u>385,868</u>	<u>301,903</u>
Expenditures			
Forestry	59,465	24,599	86,963
Hunting	-	-	1,728
Consulting	-	-	22,690
Management Fees	71,625	-	42,750
Legal	155	-	-
Total Expenditures	<u>131,245</u>	<u>24,599</u>	<u>154,131</u>
Change in Fund Balance	<u>\$ 280,957</u>	<u>\$ 361,269</u>	<u>\$ 147,772</u>

TEXAMERICAS CENTER
SUPPLEMENTARY INFORMATION
Schedule of Revenues & Expenditures
General Fund - ESCA
Actual and Current Annual Budget
For the Nine Months Ended June 30, 2020 and 2019

	<u>Oct 19 - June 20</u>	<u>Oct 18 - June 19</u>	<u>Annual Budget</u>
Revenues			
ESCA	\$ 1,320,492	\$ 2,117,301	\$ 2,573,078
Total Revenue	<u>1,320,492</u>	<u>2,117,301</u>	<u>2,573,078</u>
Expenditures			
TCEQ Regulatory Support	3,682	4,350	-
Management - ESCA	223,334	199,020	334,046
Technical Programs	1,482,060	1,778,292	2,041,856
Total Expenditures	<u>1,709,076</u>	<u>1,981,662</u>	<u>2,375,902</u>
Change in Fund Balance	<u>\$ (388,584)</u>	<u>\$ 135,639</u>	<u>\$ 197,176</u>



RESOLUTION NO. 20200922-02

ADOPTING FISCAL YEAR 2020 REVISED BUDGET

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 Board of Directors deems it necessary to revise the annual budget and program of services, which provide for the fiduciary responsibility of TexAmericas Center funds; and

NOW, THEREFORE, be it resolved by the Board of Directors of TexAmericas Center that the revised Fiscal Year 2020 budget is adopted.

PASSED AND APPROVED THIS 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary



RESOLUTION NO. 20200922-03

ADOPTING FY21 BUDGET

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, the requirement for a comprehensive budget for all activities of the Authority are prudent and lawful to fulfill the fiduciary responsibility of the Board of Directors; and

WHEREAS, the attached FY2021budget has been prepared by the staff and approved by the Finance Committee;

NOW, THEREFORE, be it resolved by the Board of Directors of TexAmericas Center that the attached Fiscal Year 2021 budget is adopted as the budget for TexAmericas Center.

PASSED AND APPROVED THIS 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: FY21 Budget

GENERAL FUND
Analysis of FY20 Actual Revenues Expenses,
FY20 (Original Amended) Budgets and
FY21 Proposed Budgets

	FY20 Original General Fund	FY20 Amended General Fund	FY20 Original Logistics Fund	FY20 Amended Logistics Fund	FY20 Final Combined	FY21 Proposed General Fund	FY21 Proposed Logistics Fund	FY21 Combined
Revenues:								
ESCA	2,573,078	2,573,078			2,573,078	1,193,346		1,193,346
Franchise Fees - AEP	60,000	52,000			52,000	60,000		60,000
Franchise Fees - Natural Gas	8,500	1,500			1,500	2,000		2,000
Franchise Fees - Network USA	5,000	1,000			1,000	1,000		1,000
Franchise Fees - Riverbend	84,000	89,000			89,000	84,000		84,000
Personal Property Sales	5,000	5,000			5,000	5,000		5,000
EDA Grant	643,000	409,404			409,404	-		-
Leases	1,932,257	2,210,020			2,210,020	1,965,000		1,965,000
Retirement Settlement	-	74,000			74,000	-		-
TAC E Management Fees	15,000	15,000			15,000	5,000		5,000
Bowie County Chapter 381	3,000	3,000			3,000	3,000		3,000
Miscellaneous	5,000	8,000			8,000	5,000		5,000
Interest	100,000	235,000			235,000	100,000		100,000
Leased Employee (TAC E Holdings)	409,302	409,302			409,302	249,479		249,479
PILOT	-	-			-	100,000		100,000
Timber	250,000	378,000			378,000	317,000		317,000
Hunting	51,903	47,812			47,812	47,800		47,800
Project Reimbursement	-	1,032,109			1,032,109	-		-
Logistics	-	-	-	-	-		259,370	259,370
Total Revenue	6,145,040	7,543,224	-	-	7,543,224	4,137,625	259,370	4,396,995
Expenses								
ESCA	2,375,902	2,677,715			2,677,715	1,333,477		1,333,477
Facility Operations	1,570,439	4,062,775			4,062,775	1,876,581		1,876,581
Real Estate	1,375,317	1,039,711			1,039,711	1,332,091		1,332,091
General Government	606,067	1,085,938			1,085,938	1,006,981		1,006,981
Hunting & Timber	154,131	169,936			169,936	102,559		102,559
Logistics	-	-	-	4,190	4,190		838,387	838,387
Total Expenses	6,081,856	9,036,076	-	4,190	9,040,266	5,651,689	838,387	6,490,076
Total Revenue Over (Under) Expenses	63,184	(1,492,852)	-	(4,190)	(1,497,042)	(1,514,064)	(579,017)	(2,093,081)
Beginning Fund Balance	13,457,614				13,457,614			11,960,572
Ending Fund Balance	13,520,798				11,960,572			9,867,491

ESCA

FY20 Original & Amended Budget & FY21 Budget

	10/1-9/10 Actual	FY20 Budget	FY20 Increase/Decrease	FY20 Amendment	FY21 Budget
Ordinary Income/Expense					
Income					
46000 · ESCA	1,286,677.64	2,573,078.00		2,573,078.00	1,193,345.66
Total Income		0.00	0.00	2,573,078.00	1,193,345.66
Gross Profit	1,286,677.64	2,573,078.00	0.00	2,573,078.00	1,193,345.66
Expense		0.00			
63200 · Insurance	31,350.15	0.00	31,350.15	31,350.15	39,000.00
65240 · TCEQ Regulatory Support CLIN 6	3,682.25	0.00	3,682.25	3,682.25	62,865.46
65250 · GM, PM, RM, & QM CLIN 4,5					
65250.0 · Legal	63,792.50	100,000.00	0.00	100,000.00	100,000.00
65250.1 · Salaries & Wages	54,633.01	60,777.07	12,000.00	72,777.07	50,439.73
65250.2 · Health Insurance	5,416.97	9,022.25	0.00	9,022.25	10,333.21
65250.3 · Pension	6,764.09	7,640.52	1,500.00	9,140.52	6,343.31
65250.4 · Payroll Taxes	3,733.92	5,342.49	0.00	5,342.49	4,420.89
65250.5 · Cell Phone	65.80	360.00	-250.00	110.00	132.76
65250.6 · Workers Compensation	76.34	248.20	0.00	248.20	187.72
65250.7 · Training & Education	0.00	500.00	-50.00	450.00	483.33
65250.8 · Uniforms	0.00	155.00	-155.00	0.00	251.67
65250.9 · Other Employment Costs	0.00	0.00	0.00	0.00	90.00
65250 · GM, PM, RM, & QM CLIN 4,5 - Other	58,696.25	150,000.00	-75,000.00	75,000.00	0.00
Total 65250 · GM, PM, RM, & QM CLIN 4,5	193,178.88	334,045.53	-61,955.00	272,090.53	172,682.62
65280 · Technical Programs CLIN 1,2,3					

	10/1-9/10	FY20	FY20	FY20	FY21
	Actual	Budget	Increase/Decrease	Amendment	Budget
65290 · Matrix Activities	0.00				
65295 · TAC	0.00				0.00
65280 · Technical Programs CLIN 1,2,3 - Other	1,482,059.70	2,041,856.00	328,736.00	2,370,592.00	1,058,929.01
Total 65280 · Technical Programs CLIN 1,2,3	1,482,059.70	2,041,856.00	328,736.00	2,370,592.00	1,058,929.01
Total Expense	1,710,270.98	2,375,901.53	301,813.40	2,677,714.93	1,333,477.09
Net Ordinary Income	-423,593.34	197,176.47	-301,813.40	-104,636.93	-140,131.43
Net Income	-423,593.34	197,176.47	-301,813.40	-104,636.93	-140,131.43

FACILITY OPS
FY20 Original & Amended Budgets & FY21 Budget

	10/1-9/10 Actual	FY20 Budget	FY20 Amended Budget 1	FY20 Amended Budget 2	FY20 Increase/Decrease	FY21 Budget
Ordinary Income/Expense						
Income						
43015 · Franchise Fees						
43020 · Franchise Fees - AEP	43,414.55	60,000.00	60,000.00	52,000.00	-8,000.00	60,000.00
44021 · Franchise Fees - Natural Gas	1,210.51	8,500.00	8,500.00	1,500.00	-7,000.00	2,000.00
44022 · Franchise Fees - IT Conterra	396.68	5,000.00	5,000.00	1,000.00	-4,000.00	1,000.00
44035 · Franchise Fees - Riverbend	83,374.77	84,000.00	84,000.00	89,000.00	5,000.00	84,000.00
Total 43015 · Franchise Fees	128,396.51	157,500.00	157,500.00	143,500.00	-14,000.00	147,000.00
44010 · Personal Property Sales	2,080.56	5,000.00	5,000.00	5,000.00		5,000.00
45000 · Grant Income						
45020 · TCF Grant	0.00	0.00	0.00	0.00	0.00	0.00
45040 · EDA Infrastructure Grant	409,403.38	643,000.00	643,000.00	409,404.00	-233,596.00	0.00
45040 · EDA Infrastructure Grant	0.00	0.00	0.00	0.00	0.00	0.00
45050 · AEP Grant	5,000.00	0.00	0.00	5,000.00	5,000.00	0.00
Total 45000 · Grant Income	414,403.38	643,000.00	643,000.00	414,404.00	-228,596.00	0.00
44070 · Miscellaneous Revenue						
47006 · Tenant Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00
Total 44070 · Miscellaneous Revenue	0.00		0.00	0.00	0.00	0.00
49002 · Project Reimbursement	1,032,108.48	0.00	985,000.00	1,032,109.00	47,109.00	0.00
Total Income	1,576,988.93	805,500.00	1,790,500.00	1,595,013.00	-195,487.00	152,000.00
Gross Profit	1,576,988.93	805,500.00	1,790,500.00	1,595,013.00	-195,487.00	152,000.00
Expense						
60110 · Salaries & Wages	139,155.54	253,897.63	253,897.63	200,000.00	-53,897.63	396,919.82
60120 · Health Insurance	30,903.45	76,107.83	94,076.05	76,107.83	0.00	118,688.61
60130 · Pension	11,317.42	31,777.83	31,777.83	21,777.83	-10,000.00	49,706.72
60140 · Payroll Taxes	10,947.57	22,728.52	22,728.52	22,728.52	0.00	35,379.28

	10/1/-9/10 Actual	FY20 Budget	FY20 Amended Budget 1	FY20 Amended Budget 2	FY20 Increase/Decrease	FY21 Budget
60210 · Cell Phone	1,420.50	1,794.16	1,794.16	1,794.16	0.00	1,977.25
60220 · Workers Compensation	3,444.66	5,005.00	5,005.00	5,800.00	795.00	6,649.09
60230 · Training & Education	402.40	1,950.00	1,950.00	1,950.00	0.00	2,844.44
60240 · Uniforms	2,497.00	2,697.50	2,697.50	3,200.00	502.50	4,085.56
60250 · Other Employment Costs	1,115.00	1,560.00	1,560.00	3,500.00	1,940.00	2,130.00
60300 · Temporary Labor	0.00	25,000.00	25,000.00	0.00	-25,000.00	25,000.00
61120 · Dues & Memberships	40.00	300.00	300.00	300.00	0.00	300.00
61200 · Conferences & Travel	118.56	1,000.00	1,000.00	1,000.00	0.00	1,000.00
62110 · Small Tools & Equipment	663.99	7,000.00	7,000.00	5,000.00	-2,000.00	5,000.00
62115 · Materials & Supplies	5,890.53	7,000.00	7,000.00	8,000.00	1,000.00	7,000.00
62120 · Equipment Maintenance	10,266.15	20,000.00	20,000.00	20,000.00	0.00	20,000.00
62130 · Vehicle Repairs & Maintenance	3,835.20	5,000.00	5,000.00	6,000.00	1,000.00	6,000.00
62200 · Fuel	9,785.21	14,000.00	14,000.00	14,000.00	0.00	14,000.00
63115 · Preventative Maintenance					0.00	
63115 · Preventative Maintenance - Other	0.00	193,225.70	0.00	0.00	-193,225.70	0.00
Total 63115 · Preventative Maintenance	0.00	193,225.70	0.00	0.00	-193,225.70	0.00
63200 · Insurance	0.00	0.00	0.00	0.00		0.00
63410 · Lawn & Property Maintenance	69,042.27	85,000.00	85,000.00	85,000.00	0.00	85,000.00
65110 · Consulting	22,078.58	20,000.00	20,000.00	32,000.00	12,000.00	20,000.00
65310 · Custodial	7,700.00	8,400.00	8,400.00	8,400.00	0.00	8,400.00
66010 · Computer, Reproduct & Maint	3,090.18	3,000.00	3,000.00	4,000.00	1,000.00	4,000.00
66020 · Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00

	10/1/-9/10 Actual	FY20 Budget	FY20 Amended Budget 1	FY20 Amended Budget 2	FY20 Increase/Decrease	FY21 Budget
66120 · Utilities	1,650.00	6,000.00	6,000.00	5,000.00	-1,000.00	6,000.00
66130 · Waste Management	4,861.80	4,500.00	4,500.00	6,000.00	1,500.00	6,000.00
66800 · Miscellaneous	1,188.00	2,000.00	2,000.00	2,500.00	500.00	2,500.00
Total Expense Excluding Capital Outlay	341,414.01	1,170,944.16	3,818,129.68	534,058.34	-458,111.53	828,580.79
67000 · Capital Outlay						
Spec Building						
Clearing	119.20			75,000.00	75,000.00	0.00
Design & Construction						
Principal						306,000.00
Interest						300,000.00
				75,000.00	75,000.00	606,000.00
63300 · Building & Infrastruct Repairs	2,705,541.75	372,000.00	3,194,443.00	3,000,000.00	2,628,000.00	372,000.00
65115 · Grants						
EDA GRANT						
EDA GRANT - Other	453,716.02	329,495.00	379,495.00	453,717.00	124,222.00	0.00
Total EDA GRANT	453,716.02	329,495.00	379,495.00	453,717.00	124,222.00	0.00
Tractor	0.00	70,000.00	70,000.00	0.00	-70,000.00	70,000.00
Total 67000 · Capital Outlay	3,159,257.77	771,495.00	3,643,938.00	3,528,717.00	2,757,222.00	1,048,000.00
Total Expense	3,500,671.78	1,570,439.17	4,267,624.69	4,062,775.34	2,492,336.17	1,876,580.79
Net Ordinary Income	-1,923,682.85	-764,939.17	-2,477,124.69	-2,467,762.34	-2,687,823.17	-1,724,580.79
Net Income	-1,923,682.85	-764,939.17	-2,477,124.69	-2,467,762.34	-2,687,823.17	-1,724,580.79

HUNTING & TIMBER

FY20 Original & Amended Budget & FY21 Budget

	10/1-9/3 Actual	FY20 Budget	FY20 Increase/Decrease	FY20 Amended Budget	FY21 Budget
Ordinary Income/Expense					
Income					
44020 · Timber Revenue	377,706.78	250,000.00	128,000.00	378,000.00	317,000.00
44025 · Hunting Revenue	47,811.50	51,903.00	-4,091.50	47,811.50	47,800.00
Total Income	<u>425,518.28</u>	<u>301,903.00</u>	<u>123,908.50</u>	<u>425,811.50</u>	<u>364,800.00</u>
Gross Profit	425,518.28	301,903.00	123,908.50	425,811.50	364,800.00
Expense					
64100 · Forestry					
Reforestation	37,445.00	54,718.00		54,718.00	43,039.00
Site Prep	21,164.47	20,895.00		20,895.00	32,550.00
Understory Burning	0.00	5,000.00	0.00	5,000.00	0.00
Herbicide	11,059.58	0.00	12,000.00	12,000.00	0.00
Release		6,350.00			0.00
Management Plan	42,500.00	42,750.00	0.00	42,750.00	0.00
Total 64100 · Forestry	112,169.05	129,713.00	12,000.00	135,363.00	75,589.00
65110 · Consulting/Managen	30,182.24	22,690.30	10,000.00	32,690.30	26,970.00
64200 · Hunting	0.00	1,728.00	0.00	1,728.00	0.00
65210 · Legal	155.00	0.00	155.00	155.00	0.00
Total Expense	<u>142,506.29</u>	<u>154,131.30</u>	<u>22,155.00</u>	<u>169,936.30</u>	<u>102,559.00</u>
Net Ordinary Income	<u>283,011.99</u>	<u>147,771.70</u>	<u>101,753.50</u>	<u>255,875.20</u>	<u>262,241.00</u>
Net Income	<u><u>283,011.99</u></u>	<u><u>147,771.70</u></u>	<u><u>101,753.50</u></u>	<u><u>255,875.20</u></u>	<u><u>262,241.00</u></u>

OVERHEAD

FY20 Original & Amended Budget & FY21 Budget

	10/1-9/10 Actual	FY20 Budget	FY20 Increase/Decrease	FY20 Amended Budget	FY21 Budget
Ordinary Income/Expense					
Income					
40035 · Settlement	74,000.00	0.00	74,000.00	74,000.00	0.00
46500 · TAC E Management Fees	0.00	15,000.00	0.00	15,000.00	5,000.00
49001 · TAC E Contribution	0.00	0.00	0.00	0.00	0.00
48200 · Bowie County Chapter 381	0.00	3,000.00	0.00	3,000.00	3,000.00
47000 · Miscellaneous Revenue	7,329.74	5,000.00	3,000.00	8,000.00	5,000.00
48000 · Interest	227,978.62	100,000.00	135,000.00	235,000.00	100,000.00
48600 · PILOT	0.00	0.00	0.00	0.00	100,000.00
49000 · Leased Employee Revenue	252,831.06	409,301.51	0.00	409,301.51	249,478.91
Total Income	562,139.42	532,301.51	212,000.00	744,301.51	462,478.91
Gross Profit	562,139.42	532,301.51	212,000.00	744,301.51	462,478.91
Expense					
60110 · Salaries & Wages	393,707.02	245,934.40	300,000.00	545,934.40	381,165.62
60120 · Health Insurance	55,769.75	41,216.86	40,000.00	81,216.86	79,181.39
60130 · Pension	36,965.71	30,871.96	21,000.00	51,871.96	47,782.61
60140 · Payroll Taxes	30,569.23	21,731.68	22,000.00	43,731.68	33,733.23
60210 · Cell Phone	2,268.94	1,656.03	1,000.00	2,656.03	2,294.36
60220 · Workers Compensation	225.63	852.70	200.00	1,052.70	1,841.60
60230 · Training & Education	454.35	1,100.00	-600.00	500.00	3,437.50
60240 · Uniforms	0.00	1,052.50	-1,052.50	0.00	2,245.00
60250 · Other Employment Costs	0.00	0.00	0.00	0.00	600.00
61120 · Dues & Memberships	610.00	1,000.00	0.00	1,000.00	1,000.00
61200 · Conferences & Travel	745.00	1,500.00	-700.00	800.00	1,500.00
61300 · Board Mtgs Spec Evts Comm	15,046.42	17,500.00	0.00	17,500.00	17,500.00
63200 · Insurance	381.00	200.00	181.00	381.00	200.00

	10/1-9/10 Actual	FY20 Budget	FY20 Increase/Decrease	FY20 Amended Budget	FY21 Budget
65010 · Auditing	13,060.00	13,451.00	0.00	13,451.00	27,500.00
65020 · Accounting	19,775.75	40,000.00	0.00	40,000.00	40,000.00
65110 · Consulting	49,549.96	50,000.00	6,000.00	56,000.00	50,000.00
65210 · Legal	96,597.35	50,000.00	70,000.00	120,000.00	100,000.00
65315 · Janitorial	933.83	3,000.00	1,000.00	4,000.00	3,000.00
66010 · Computer, Reproduct & Maint	32,765.52	35,000.00	5,000.00	40,000.00	35,000.00
66020 · Office Supplies	12,857.35	10,000.00	4,000.00	14,000.00	14,000.00
66030 · Postage	1,348.26	4,000.00	-1,500.00	2,500.00	2,500.00
66110 · Telephone & Internet	16,914.52	16,000.00	2,000.00	18,000.00	18,000.00
66120 · Utilities	12,613.32	13,500.00	1,000.00	14,500.00	14,500.00
66130 · Waste Management	3,364.12	3,500.00	500.00	4,000.00	4,000.00
66310 · Advertising	50.80	500.00	-300.00	200.00	500.00
66320 · PILOT Expense	0.00	0.00	0.00	0.00	73,000.00
66800 · Miscellaneous	5,759.34	2,500.00	4,000.00	6,500.00	2,500.00
66900 · Bad Debt	6,142.70	0.00	6,142.70	6,142.70	0.00
Total Expense	808,475.87	606,067.13	479,871.20	1,085,938.33	1,006,981.31
Net Ordinary Income	-246,336.45	-73,765.62	-267,871.20	-341,636.82	-544,502.40
Net Income	-246,336.45	-73,765.62	-267,871.20	-341,636.82	-544,502.40

REAL ESTATE
FY20 Original & Amended Budget & FY21 Budget

	10/1-9/10 Actual	FY20 Budget	FY20 Amended Budget 1	FY20 Amended Budget 2	FY20 Increase/Decrease	FY21 Budget
Ordinary Income/Expense						
Income						
43010 · Leases						
44045 · Processing Fee	0.00	0.00		0.00	0.00	0.00
43010 · Leases - Other	2,210,019.40	1,932,257.00	1,932,257.00	2,210,020.00	277,763.00	1,965,000.00
Total 43010 · Leases	2,210,019.40	1,932,257.00	1,932,257.00	2,210,020.00	277,763.00	1,965,000.00
47000 · Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00	0.00
Total Income	2,210,019.40	1,932,257.00	1,932,257.00	2,210,020.00	277,763.00	1,965,000.00
Gross Profit	2,210,019.40	1,932,257.00	1,932,257.00	2,210,020.00	277,763.00	1,965,000.00
Expense						
60110 · Salaries & Wages	115,245.50	172,241.36	172,241.36	162,241.36	-10,000.00	283,735.80
60120 · Health Insurance	10,155.02	36,633.58	44,661.95	26,633.58	-10,000.00	57,753.19
60130 · Pension	10,788.15	21,530.18	21,530.18	21,530.18	0.00	35,518.09
60140 · Payroll Taxes	7,892.22	15,272.49	15,272.49	15,272.49	0.00	25,048.51
60210 · Cell Phone	1,069.53	1,104.06	1,104.06	1,254.06	150.00	1,401.09
60220 · Workers Compensation	425.11	285.45	285.45	675.00	389.55	774.54
60230 · Training & Education	2,015.03	4,162.50	4,162.50	4,162.50	0.00	5,006.94
60240 · Uniforms	0.00	660.00	660.00	0.00	-660.00	1,245.56
60250 · Other Employment Costs	0.00	0.00	0.00	0.00	0.00	180.00
60300 · Temporary Labor	13,334.70	30,000.00	30,000.00	15,000.00	-15,000.00	30,000.00
61120 · Dues & Memberships	20,943.00	25,195.00	25,195.00	25,195.00	0.00	25,195.00
61200 · Conferences & Travel	9,635.69	108,285.00	108,285.00	25,000.00	-83,285.00	108,285.00
62130 · Vehicle Repairs & Maintenance	0.00	700.00	700.00	0.00	-700.00	700.00
62200 · Fuel	312.93	3,000.00	3,000.00	1,000.00	-2,000.00	3,000.00
63110 · Cost of Sales & Leases	10,274.64	250,000.00	0.00	15,000.00	-235,000.00	15,000.00

	10/1-9/10 Actual	FY20 Budget	FY20 Amended Budget 1	FY20 Amended Budget 2	FY20 Increase/Decrease	FY21 Budget
63200 · Insurance	211,154.00	292,247.00	325,247.00	292,247.00	0.00	325,247.00
65110 · Consulting	66,204.38	100,000.00	100,000.00	100,000.00	0.00	100,000.00
65115 · Grants	0.00	35,000.00	35,000.00	0.00	-35,000.00	35,000.00
65120 · Marketing	134,735.79	160,000.00	160,000.00	160,000.00	0.00	160,000.00
65210 · Legal	122,391.89	100,000.00	100,000.00	150,000.00	50,000.00	100,000.00
66010 · Computer, Reproduct & Maint	9,380.88	15,000.00	15,000.00	15,000.00	0.00	15,000.00
66120 · Utilities	7,114.06	3,000.00	3,000.00	9,000.00	6,000.00	3,000.00
66800 · Miscellaneous	158.01	1,000.00	1,000.00	500.00	-500.00	1,000.00
67000 · Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	753,230.53	1,375,316.62	1,166,344.98	1,039,711.17	-335,605.45	1,332,090.72
Net Ordinary Income	1,456,788.87	556,940.38	765,912.02	1,170,308.83	613,368.45	632,909.28
Net Income	1,456,788.87	556,940.38	765,912.02	1,170,308.83	613,368.45	632,909.28

LOGISTICS

FY20 Original & Amended Budget & FY21 Budget

	<u>10/1-7/14 Actual</u>	<u>FY20 Budget</u>	<u>FY20 Increase/Decrease</u>	<u>FY20 Amended Budget</u>	<u>FY21 Budget</u>
Ordinary Income/Expense					
Income					
49xxx · Contract Revenue	0.00	0.00	0.00	0.00	259,370.00
Total Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>259,370.00</u>
Gross Profit	0.00	0.00	0.00	0.00	259,370.00
Expense					
60110 · Salaries & Wages	0.00	0.00	2,000.00	2,000.00	305,130.82
60120 · Health Insurance	0.00	0.00	0.00	0.00	260,938.00
60130 · Pension	0.00	0.00	0.00	0.00	39,268.76
60140 · Payroll Taxes	0.00	0.00	160.00	160.00	28,196.08
60210 · Cell Phone	0.00	0.00	0.00	0.00	3,000.40
60220 · Workers Compensation	0.00	0.00	30.00	30.00	8,988.00
60230 · Training & Education	0.00	0.00	0.00	0.00	2,000.00
60240 · Uniforms	0.00	0.00	0.00	0.00	5,500.00
60250 · Other Employment Costs	0.00	0.00	0.00	0.00	3,000.00
60300 · Temporary Labor	0.00	0.00	0.00	0.00	25,000.00
61120 · Dues & Memberships	0.00	0.00	0.00	0.00	0.00
61200 · Conferences & Travel	0.00	0.00	0.00	0.00	10,000.00
61300 · Board Mtgs Spec Evts Comm	0.00	0.00	0.00	0.00	0.00
62100 · Equipment Rental	0.00	0.00	0.00	0.00	32,250.00
62115 · Materials & Supplies	0.00	0.00	0.00	0.00	1,500.00
62120 · Equipment Maint	0.00	0.00	0.00	0.00	4,000.00
62210 · Propane	0.00	0.00	0.00	0.00	23,820.00
63200 · Insurance	0.00	0.00	0.00	0.00	0.00
63410 · Lawn & Property Maintenance	0.00	0.00	0.00	0.00	0.00
65010 · Auditing	0.00	0.00	0.00	0.00	10,000.00
65020 · Accounting	0.00	0.00	0.00	0.00	12,000.00
65110 · Consulting	0.00	0.00	0.00	0.00	0.00

	10/1-7/14	FY20	FY20	FY20	FY21
	Actual	Budget	Increase/Decrease	Amended Budget	Budget
65210 · Legal	0.00	0.00	0.00	0.00	10,000.00
65315 · Janitorial	0.00	0.00	0.00	0.00	1,000.00
66010 · Computer, Reproduct & Maint	0.00	0.00	2,000.00	2,000.00	2,600.00
66020 · Office Supplies	0.00	0.00	0.00	0.00	1,500.00
66030 · Postage	0.00	0.00	0.00	0.00	0.00
66110 · Telephone & Internet	0.00	0.00	0.00	0.00	7,320.00
66120 · Utilities	0.00	0.00	0.00	0.00	5,000.00
66130 · Waste Management	0.00	0.00	0.00	0.00	5,000.00
66310 · Advertising	0.00	0.00	0.00	0.00	0.00
66400 · Rent	0.00	0.00	0.00	0.00	0.00
66401 · Start Up Fees	0.00	0.00	0.00	0.00	1,375.00
66800 · Miscellaneous	0.00	0.00	0.00	0.00	0.00
66900 · Bad Debt	0.00	0.00	0.00	0.00	0.00
67000 · Capital Outlay	0.00	0.00	0.00	0.00	30,000.00
Total Expense	0.00	0.00	4,190.00	4,190.00	838,387.06
Net Ordinary Income	0.00	0.00	-4,190.00	-4,190.00	-579,017.06
Net Income	0.00	0.00	-4,190.00	-4,190.00	-579,017.06



MINUTES

The Board of Directors of TexAmericas Center met to conduct business at 11 Chapel Lane, Suite B, New Boston, TX 75570 and via conference call on August 25, 2020.

1. Jim Roberts, Chairman of the Board, swore in the following new Directors:
Steven Seals and Tim Ketchum
2. The Reflection was led by Scott Norton.
3. Jim Roberts, Chairman of the Board, called for a roll call of Directors to confirm a quorum was present and certified that the meeting was properly posted, being held in accordance with the Texas Open Meetings Act and then called the meeting to order at 12:10 p.m.

4. **Directors in Attendance were:**

Jim Roberts	Denis Washington	Ben King	Ron Collins
Marc Reiter	Kevin Avery	Justin Powell	Fred Norton
Fred Meisenheimer	Jimmy Howell	Steven Seals	Tim Ketchum

Directors Absent were:

Steve Mayo	Craig McDuffie	Gabe Tarr
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Staff and Others in Attendance were:

Scott Norton	Marla Byrd	Jeff Whitten	Eric Voyles
Holly Sleek	Wes Jordan	Kyle Dooley	
	Jordan Law Firm	Riverbend Water Resources District	

5. Jim Roberts called reports from the standing Committees of TexAmericas Center. Committees that met since the last board meeting were:
 - a. Infrastructure/REM
 - b. Environmental
 - c. ExecutiveNo additional comments in addition to the minutes in the board packet.
6. Jim Roberts called for Public Comments for Non-Agenda Items. Comments are limited to five minutes. None noted.
7. Jim Roberts called for Public Comments for Agenda Items. Comments are limited to five minutes. None noted.

8. A motion was made by Ron Collins and seconded by Denis Washington to approve the items listed under the Consent Agenda. Jim Roberts called for votes by roll call by the directors in attendance. Each director voted yes. The motion carried unanimously by voice vote. Those items were:
 - a. Approved Minutes of Board Meeting from July 28, 2020.
 - b. Approved Check Book Register and Deposit Summary from July 23, 2020 – August 19, 2020.
9. Kyle Dooley, Executive Director/CEO with Riverbend Water Resources District, provided a report regarding regional water.
10. Scott Norton presented a FY20 Budget Amendments and FY21 Budget Workshop discussion.
11. Considered and took action upon **Resolution #20200825-01 approving a Road Lighting, Signage and Striping Policy on TexAmericas Center property.** A motion was made by Denis Washington and seconded by Ben King. Jim Roberts called for votes by roll call by the directors in attendance. Each director voted yes. The motion carried unanimously by voice vote.
12. Considered and took action upon **Resolution #20200825-02 approving a Qualified Sites Program for TexAmericas Center.** A motion was made by Jimmy Howell and seconded by Ron Collins. Jim Roberts call for votes by roll call by the directors in attendance. Each director voted yes. The motion carried unanimously by voice vote.
13. Considered and took action upon **Resolution #20200825-03 ratifying a reimbursement contract for Environmental Services Cooperative Agreement Expenses with the Texas Commission on Environmental Quality.** A motion was made by Ben King and seconded by Denis Washington. Jim Roberts call for votes by roll call by the directors in attendance. Each director voted yes. The motion carried unanimously by voice vote.
14. Considered and took action upon **Resolution #20200825-04** authorizing the Executive Director/CEO **to execute a contract for the clearing of a spec building site in an amount not to exceed \$75,000.00.** A motion was made by Jimmy Howell and seconded by Ben King. Jim Roberts called for votes by roll call by the directors in attendance. Each director voted yes. The motion carried unanimously by voice vote.
15. Considered and took action upon **Resolution #20200825-05 authorizing the conveyance of specific property to TAC East Holdings Company No. 1.** A motion was made by Denis Washington and seconded by Jimmy Howell. Jim Roberts called for votes by roll call by the directors in attendance. Each director voted yes. The motion carried unanimously by voice vote.
16. Considered and took action to appoint directors for TAC East Holdings Company No. 1. There is an open position on the TAC East Holdings Company No. 1 board due to the resignation of Boyd Sartin. The Executive Committee had recommended Jimmy Howell to fill that position. Jim Roberts, Chairman of the Board, opened nominations to the floor. None noted and nominations were closed. A motion was made by Ron Collins and seconded by Denis Washington to appoint Jimmy Howell to serve as a Director for TAC East Holdings Company No. 1. Jim Roberts called for votes by roll call by the directors in attendance. Each director voted yes. The motion carried unanimously by voice vote.
17. Considered and took action upon **Resolution #20200825-06** authorizing the Executive Director/CEO **to execute a new lease agreement for a multi-commodity transload facility at 695**

Oak Street, Hooks, TX 75561, Area BB, to Spring Creek Holdings, LLC DBA Spring Creek Enterprises. A motion was made by Ben King and seconded by Justin Powell. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.

18. Considered and took action upon **Resolution #20200825-07** authorizing the Executive Director/CEO **to execute a second modification of lease for the expansion of warehouse space at 556 Elm Circle, Hooks, TX, 75561 on the TAC-East campus, to Loc Performance Products, Inc.** A motion was made by Denis Washington and seconded by Jimmy Howell. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.

19. Considered and took action upon **Resolution #20200825-08** authorizing the execution of a **contract with MW Builders, Inc. for the design and construction of a warehouse building upon TexAmericas Center Property-East Campus.** A motion was made by Ben King and seconded by Denis Washington. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.

20. Staff Reports:

- a. Scott Norton provided the Executive Director/CEO Report
- b. Eric Voyles provided the Executive Vice President/CEDO Report.
- c. Jeff Whitten provided the Executive Vice President/COO Report.

21. There was no Executive Session; therefore, the meeting remained in open session.

With no other business to discuss, a motion was made by Ben King and seconded by Denis Washington to adjourn the meeting at 1:13 p.m. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.

The above and foregoing minutes of TexAmericas Center Board of Directors meeting, August 25, 2020 were read and approved on September 22, 2020.

Denis Washington, Secretary

TexAmericas Center
Check Register
August 20, 2020 - September 16, 2020

Type	Date	Num	Name	Memo	Deposits	Payments
Check	08/20/2020	18091	Secured Assurance, LLC.	Deposit Refund		2,500.00
Deposit	08/21/2020			Deposit	13,606.00	
Check	08/21/2020	EFT	Regions	Credit Card		1,935.73
Check	08/25/2020	EFT	Wright Express	Fuel		461.52
Bill Pmt -Check	08/25/2020	18092	Bowie County	INSURANCE		1,009.24
Bill Pmt -Check	08/25/2020	18093	Bumper to Bumper	Equipment Maintenance		78.72
Bill Pmt -Check	08/25/2020	18094	Cintas Corp #197	Uniforms		42.76
Bill Pmt -Check	08/25/2020	18095	Cooper Cleaning Service	Janitorial		1,200.00
Bill Pmt -Check	08/25/2020	18096	Datacast, Inc.	Computer		756.49
Bill Pmt -Check	08/25/2020	18097	Defense Finance and Accounting Services	Utilities		2.82
Bill Pmt -Check	08/25/2020	18098	Federal Express	Shipping		20.97
Bill Pmt -Check	08/25/2020	18099	Goff Heating & Air, Inc.	BLDG 11 AC Repair		1,050.00
Bill Pmt -Check	08/25/2020	18100	Hooks Tire Service	Vehicle Maintenance		54.00
Bill Pmt -Check	08/25/2020	18101	Jimenez, Alberto "Beto"	Reimburse for Safety Boots		100.00
Bill Pmt -Check	08/25/2020	18102	Madison Services, Inc.	Mowing		14,077.20
Bill Pmt -Check	08/25/2020	18103	Matrix Design Group, Inc.	ESCA		303,734.26
Bill Pmt -Check	08/25/2020	18104	Nash Electric Company	555 Elm Area D Impr		9,895.00
Bill Pmt -Check	08/25/2020	18105	Superior Vision of Texas	Insurance		111.45
Bill Pmt -Check	08/25/2020	18106	Texarkana Chamber of Commerce	Due & Memberships		35.00
Paycheck	08/25/2020	18107	Whitten, Jeffery D	Payroll		5,878.65
Liability Check	08/25/2020	E-pay	United States Treasury	Payroll Liability		3,428.70
Liability Check	08/25/2020	E-pay	United States Treasury	Payroll Liability		7,869.74
Transfer	08/25/2020			ESCA/PAYROLL/AP	350,000.00	
Deposit	08/26/2020			Deposit	660.00	
Liability Check	08/27/2020		QuickBooks Payroll Service	Payroll		23,830.61
Liability Check	08/27/2020	E-pay	United States Treasury	Payroll Liability		1,679.50
Liability Check	08/28/2020		QuickBooks Payroll Service	Payroll		3,491.25
Liability Check	08/31/2020	eft	InWest Retirement Solutions	Retirement		5,446.96
General Journal	08/31/2020	HS19		VOID WIRE FEE FROM BANK	25.00	
Check	09/02/2020	EFT	Regions	Credit Card		3,190.27
Bill Pmt -Check	09/03/2020	18108	AEP SWEPCO	Supplies		2,472.88
Bill Pmt -Check	09/03/2020	18109	American United Life Insurance Company	INSURANCE		909.76
Bill Pmt -Check	09/03/2020	18110	Boston Hardware & Lumber	Materials & Supplies		187.25
Bill Pmt -Check	09/03/2020	18111	Cardno, Inc.	Wetland Study		3,834.50
Bill Pmt -Check	09/03/2020	18112	Cayce Timber Services, Inc.	Forestry Site Prep		10,204.00
Bill Pmt -Check	09/03/2020	18113	Chartwell Agency	Consulting		6,000.00
Bill Pmt -Check	09/03/2020	18114	Cintas Corp #197	Uniforms		42.76
Bill Pmt -Check	09/03/2020	18115	Colonial Life	INSURANCE		260.72
Bill Pmt -Check	09/03/2020	18116	France Publications, Inc.	Advertising		150.00
Bill Pmt -Check	09/03/2020	18117	Garrity and Knisely	Legal Services		412.50
Bill Pmt -Check	09/03/2020	18118	Hightech Signs	Marketing		1,200.00
Bill Pmt -Check	09/03/2020	18119	Julie's Deli	August Board Meeting		451.60
Bill Pmt -Check	09/03/2020	18120	OilCo Distributing LLC	Fuel		331.04
Bill Pmt -Check	09/03/2020	18121	ROI Research On Investment	Marketing		13,800.00
Bill Pmt -Check	09/03/2020	18122	Texarkana Chamber of Commerce	Due & Memberships		375.00
Bill Pmt -Check	09/03/2020	18123	Texarkana Tractor	Equipment Maintenance		148.83
Bill Pmt -Check	09/03/2020	18124	Texas Economic Development Council	Due & Memberships		525.00
Bill Pmt -Check	09/03/2020	18125	Transamerica Employee Benefits	INSURANCE		289.40
Bill Pmt -Check	09/03/2020	18126	Vinson & Elkins, LLP	Legal Services		7,243.75
Bill Pmt -Check	09/03/2020	18127	Waste Management	Waste Management		736.26
Deposit	09/03/2020			Deposit	24,342.50	
Liability Check	09/10/2020		QuickBooks Payroll Service	Payroll		23,319.80
Bill Pmt -Check	09/10/2020	18128	Airgas USA, LLC	Supplies		41.62
Bill Pmt -Check	09/10/2020	18129	Altech, Inc.	BLDG 333		77,668.67

**TexAmericas Center
Check Register
August 20, 2020 - September 16, 2020**

Bill Pmt -Check	09/10/2020	18130	Ameritas	Insurance	641.28
Bill Pmt -Check	09/10/2020	18131	Chartwell Agency	Consulting	4,000.00
Bill Pmt -Check	09/10/2020	18133	CoStar Realty Information, Inc.	Marketing	502.20
Bill Pmt -Check	09/10/2020	18134	Datacast, Inc.	Computer	1,213.68
Bill Pmt -Check	09/10/2020	18135	Hooks Tire Service	Vehicle Maintenance	14.00
Bill Pmt -Check	09/10/2020	18136	Kingwood Forestry Services, Inc.	Forest Management Fees	1,057.75
Bill Pmt -Check	09/10/2020	18137	Madison Services, Inc.	Mowing	8,552.88
Bill Pmt -Check	09/10/2020	18138	McWilliams & Associates	Consulting	3,333.33
Bill Pmt -Check	09/10/2020	18139	Mountain Valley of Texarkana, Inc	Supplies	175.00
Bill Pmt -Check	09/10/2020	18140	MTG Engineers & Surveyors	Consulting	15,294.38
Bill Pmt -Check	09/10/2020	18141	OilCo Distributing LLC	Fuel	169.90
Bill Pmt -Check	09/10/2020	18142	REC-TXK, LLC	554 Area D Warehouse	5,544.00
Bill Pmt -Check	09/10/2020	18143	Riverbend Water Resources District	Utilities	120.00
Bill Pmt -Check	09/10/2020	18144	Texarkana Concrete Construction	Area D 556 Elm	2,990.00
Bill Pmt -Check	09/10/2020	18145	Texarkana Gazette	Advertising	157.90
Bill Pmt -Check	09/10/2020	18146	Texarkana New Holland / JCB Rental and Us	Equipment Maintenance	376.00
Bill Pmt -Check	09/10/2020	18147	Datacast, Inc.	Computer	1,243.11
Bill Pmt -Check	09/10/2020	18148	Conterra Networks	Telephone & Internet	1,508.27
Transfer	09/11/2020			Projects/AP/Payroll	300,000.00
Liability Check	09/14/2020	E-pay	United States Treasury	Payroll Liability	7,376.84
Deposit	09/15/2020			Deposit	88,239.43
Deposit	09/15/2020			Deposit	1,794.08
Bill Pmt -Check	09/16/2020	18149	American Fire Protection Group	Area D 556 Elm	5,960.03
Bill Pmt -Check	09/16/2020	18150	Arkansas Graphics	Marketing	156.00
Bill Pmt -Check	09/16/2020	18151	Cardno, Inc.	Wetland Study	750.00
Bill Pmt -Check	09/16/2020	18152	Cintas Corp #197	Uniforms	85.52
Bill Pmt -Check	09/16/2020	18153	Conner & Duffer Insurance Agency	Insurance	76,656.00
Bill Pmt -Check	09/16/2020	18154	Datacast, Inc.	Computer	1,689.46
Bill Pmt -Check	09/16/2020	18155	Firmin's Office City	Supplies	131.43
Bill Pmt -Check	09/16/2020	18156	Global Site Location Industries	Marketing	1,450.00
Bill Pmt -Check	09/16/2020	18157	Hooks Tire Service	Vehicle Maintenance	10.00
Bill Pmt -Check	09/16/2020	18158	OilCo Distributing LLC	Fuel	155.10
Bill Pmt -Check	09/16/2020	18159	Xerox Corp	Copier	462.62
Bill Pmt -Check	09/16/2020	18160	Nash Electric Company	Area D Warehouse 554 Elm	246.00



RESOLUTION NO. 20200922-04

APPROVAL OF 3RD QUARTER 2020 REPORT ON SCRAP AND TIMBER SALES

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 Board of Directors adopted a Personal Property and Scrap Disposal Policy with an effective date of November 27, 2012 (Resolution #20121127-05) and Forest Management Plan effective May 26, 2020 (Resolution #20200526-05); and

WHEREAS, Paragraph 3.1.5 of the Personal Property and Scrap Disposal Policy requires the Executive Director to provide quarterly reports and an annual report to the Board summarizing salvage sale activity identified in the Policy; and

WHEREAS, the 3rd Quarter 2020 Salvage Sales Report has been prepared as directed and is attached.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that the 3rd Quarter 2020 Salvage Sales Report is hereby accepted.

PASSED AND APPROVED THIS 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: 3rd Qtr. FY20 Scrap and Timber Sales Report

TexAmericas Center
Scrap Timber Sales
April 1, 2020 - June 30, 2020

44010 · Personal Property Sales

No Scrap Sales

44025 · Timber Sales

No Timber Sales



RESOLUTION NO. 20200922-05

APPROVAL OF 3RD QUARTER INVESTMENT REPORT FOR FISCAL YEAR 2020

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 has adopted an Investment Policy as required by applicable law to manage the funds of TexAmericas Center; and

WHEREAS, the Investment Policy Paragraph III.D.2 requires the Executive Director/CEO or his designee to provide quarterly reports on the Investment Program and Investment Activity at the conclusion of each quarter to both the Investment Committee and the Board of Directors; and

WHEREAS, the Investment Committee has reviewed the report provided by the Executive Director/CEO and recommends acceptance by the Board of Directors;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center accepts and approves the attached 3rd Quarter FY2020 Report on the Investment Program and Investment Activity of TexAmericas Center.

PASSED AND APPROVED THIS 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: FY20 3rd Quarter Investment Report



INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

June 30, 2020

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the TexAmericas Center is in compliance with the Public Funds Investment Act and the Investment Policy.

Executive Director/CEO

Controller

Disclaimer: This report was compiled using information provided by the TexAmericas Center. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields, and do not account for investment adviser fees.

Summary

Quarter End Results by Investment Category:

Asset Type	March 31, 2020		June 30, 2020		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
DDA/MMA/NOW	\$ 5,371,643	\$ 5,371,643	\$ 5,782,880	\$ 5,782,880	0.46%
CD/Security	8,582,756	8,582,756	7,055,868	7,055,868	1.58%
Totals	\$ 13,954,399	\$ 13,954,399	\$ 12,838,748	\$ 12,838,748	1.07%

Current Quarter Portfolio Performance (1)

Average Quarterly Yield	1.07%
Rolling Three Month Treasury	0.14%
Rolling Six Month Treasury	0.67%
TexPool	0.22%

Fiscal Year-to-Date Portfolio Performance (2)

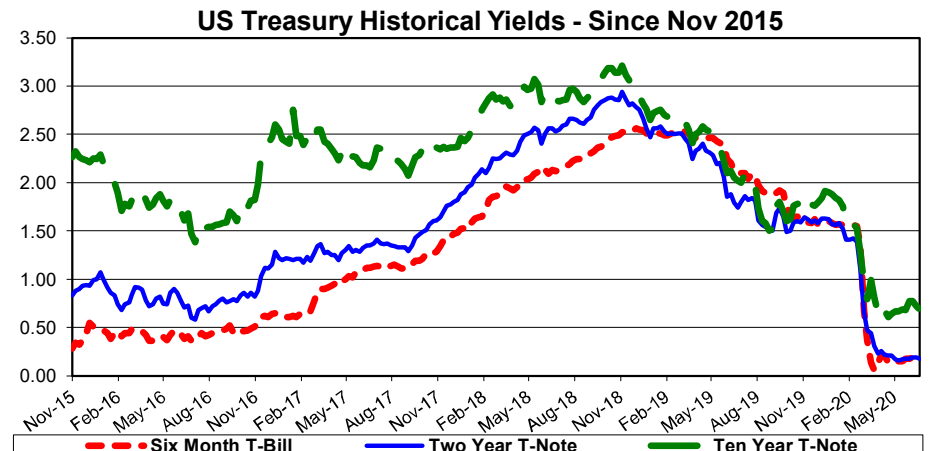
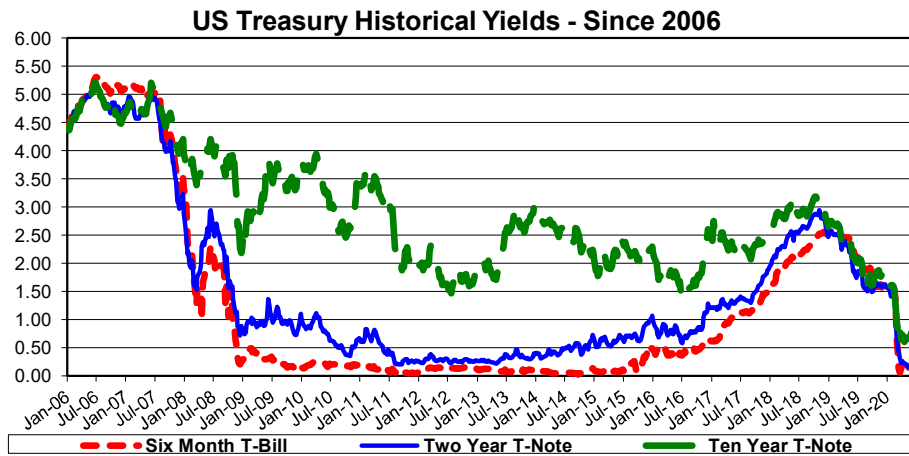
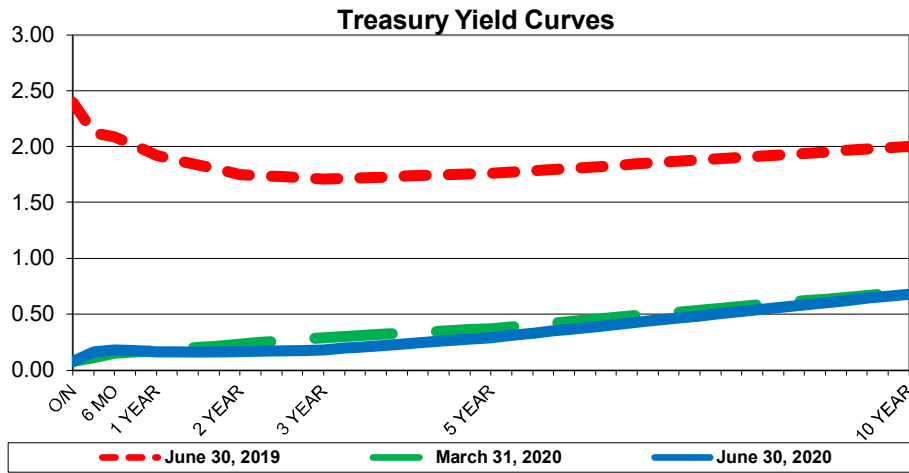
Average Quarter End Yield	1.61%
Rolling Three Month Treasury	0.97%
Rolling Six Month Treasury	1.28%
TexPool	0.95%

Quarterly Interest Earnings (Reported Separately)

(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis. Realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Weighted Average Yields** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis or account for advisory fees.

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range at 0.00% to 0.25% (Effective Fed Funds are trading +/-0.08%). Worldwide and domestic economic activity popped-up as isolation protocols eased. However, continued positive COVID test growth may impact additional activity. The Yield Curve remains stabilized at current levels. The FOMC has signaled reduced rates for an extended period. Crude oil increased to \$40+ per barrel. Unemployment claims continued to rise, but June Non Farm Payroll surged to 4.8 million. The Stock Market wobbled but stabilized. Full recovery timeline still very uncertain.



Investment Holdings

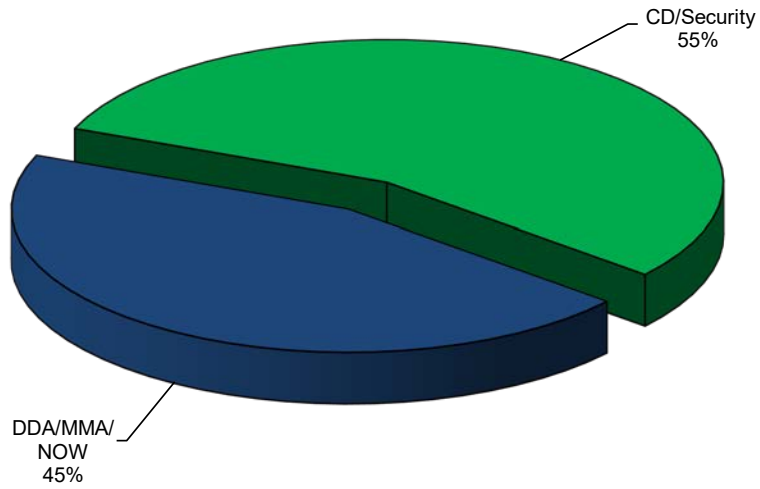
June 30, 2020

Description	Coupon/ Discount	Maturity Date	Settlement Date	Original Face\ Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
Guaranty B&T Checking	0.00%	07/01/20	06/30/20	\$ 582,343	\$ 582,343	1.00	\$ 582,343	1	0.00%
Guaranty B&T MMA	0.51%	07/01/20	06/30/20	5,200,536	5,200,536	1.00	5,200,536	1	0.51%
Guaranty B&T CD	1.87%	07/23/20	10/22/19	1,009,243	1,009,243	100.00	1,009,243	23	1.88%
Guaranty B&T CD	2.24%	08/20/20	08/20/19	1,016,910	1,016,910	100.00	1,016,910	51	2.26%
Guaranty B&T CD	2.20%	09/17/20	09/17/19	1,016,606	1,016,606	100.00	1,016,606	79	2.22%
Guaranty B&T CD	1.83%	11/15/20	11/15/19	1,009,146	1,009,146	100.00	1,009,146	138	1.84%
Guaranty B&T CD	0.97%	12/11/20	03/11/20	1,002,392	1,002,392	100.00	1,002,392	164	0.97%
Farmers B&T CD	0.75%	05/19/21	05/19/20	1,000,637	1,000,637	100.00	1,000,637	323	0.75%
Farmers B&T CD	1.10%	05/19/22	05/19/20	1,000,934	1,000,934	100.00	1,000,934	688	1.11%
				\$ 12,838,748	\$ 12,838,748		\$ 12,838,748	115	1.07%
								(1)	(2)

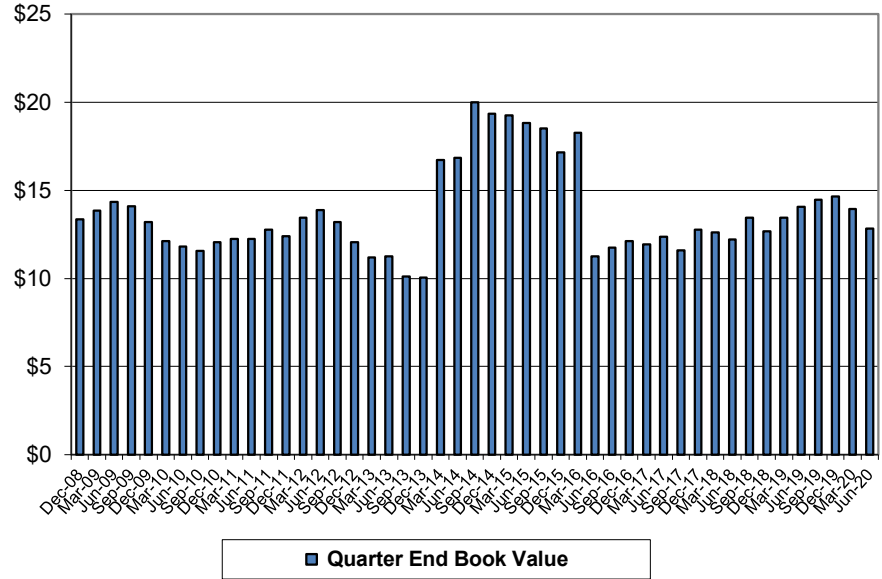
(1) **Weighted average life** - Pools, Money Market Funds, and Bank Deposits are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on Book Value, adviser fees and realized and unrealized gains/losses are not considered. The Bank Deposit, Pool, and Money Market Fund yields are the average for the last month of the quarter.

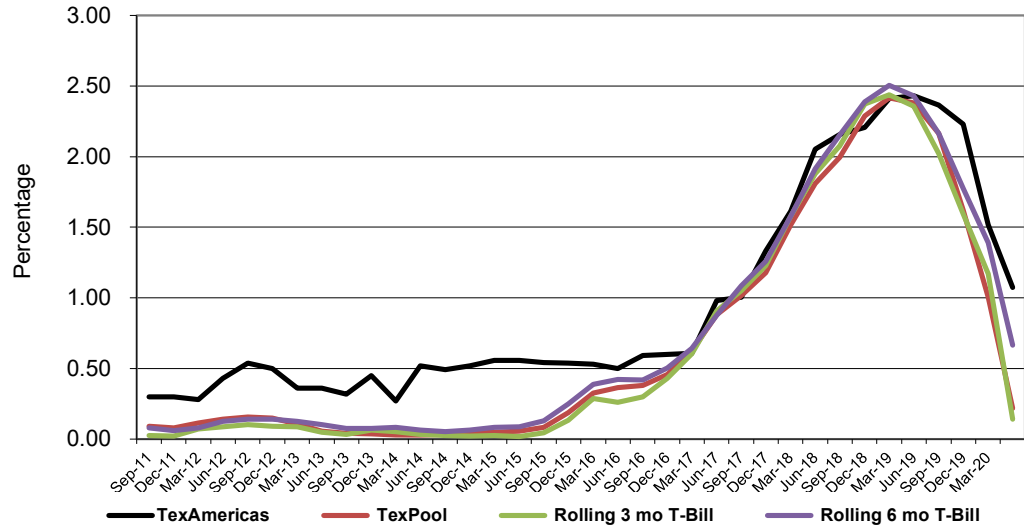
Portfolio Composition



Total Portfolio (Millions)



Total Portfolio Performance



Book & Market Value Comparison

Description	Coupon/ Discount	Maturity Date	March 31, 2020		Purchases/ Adjustments	Sales/Adjust/ Maturities	June 30, 2020	
			Par Value	Book & Market Value			Par Value	Book & Market Value
Guaranty B&T Checking	0.00%	07/01/20	\$ 328,009	\$ 328,009	\$ 254,334	\$ –	\$ 582,343	\$ 582,343
Guaranty B&T MMA	0.51%	07/01/20	5,043,633	5,043,633	156,903		5,200,536	5,200,536
Guaranty B&T CD	2.29%	04/18/20	1,011,325	1,011,325		(1,011,325)	–	–
Guaranty B&T CD	2.26%	05/07/20	1,011,176	1,011,176		(1,011,176)	–	–
Guaranty B&T CD	2.58%	06/06/20	1,019,455	1,019,455		(1,019,455)	–	–
Guaranty B&T CD	2.45%	06/24/20	509,252	509,252		(509,252)	–	–
Guaranty B&T CD	1.87%	07/23/20	1,004,611	1,004,611	4,632		1,009,243	1,009,243
Guaranty B&T CD	2.24%	08/20/20	1,011,324	1,011,324	5,586		1,016,910	1,016,910
Guaranty B&T CD	2.20%	09/17/20	1,011,000	1,011,000	5,606		1,016,606	1,016,606
Guaranty B&T CD	1.83%	11/15/20	1,004,613	1,004,613	4,533		1,009,146	1,009,146
Guaranty B&T CD	0.97%	12/11/20	1,000,000	1,000,000	2,392		1,002,392	1,002,392
Farmers B&T CD	0.75%	05/19/21	–	–	1,000,637		1,000,637	1,000,637
Farmers B&T CD	1.10%	05/19/22	–	–	1,000,934		1,000,934	1,000,934
TOTAL			\$ 13,954,399	\$ 13,954,399	\$ 2,435,558	\$ (3,551,209)	\$ 12,838,748	\$ 12,838,748



RESOLUTION NO. 20200922-06

ANNUAL REVIEW OF THE INVESTMENT POLICY FY2021

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 has adopted an Investment Policy as required by applicable law to manage the funds of TexAmericas Center; and

WHEREAS, the Investment Policy Paragraph H requires the Investment Committee and the Board of Directors to review and adopt by Resolution the policy and any changes no less than annually; and

WHEREAS, the Investment Committee has reviewed the policy; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center now reviews, accepts and approves the attached Investment Policy, as revised this date.

PASSED AND APPROVED THIS 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Investment Policy

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**TEXAMERICAS CENTER
BOWIE COUNTY, TEXAS
INVESTMENT POLICY**

INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the TexAmericas Center (the “Center”) in order to achieve the goals of safety, liquidity, public trust, and yield for all investment activity. This Policy serves to satisfy the statutory requirements, specifically the Public Funds Investment Act (the “PFIA”) and Public Funds Collateral Act (the “PFCA”), Government Code Chapters 2256 and Chapter 2257, respectively, to define, adopt, and review a formal investment strategy and policy.

INVESTMENT STRATEGY

The Center maintains portfolios, which utilize four specific investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the portfolios:

A. OPERATING FUNDS

Investment strategies for operating funds and combined pools containing operating funds have, as their primary objective, to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short-to-medium term investments, which will complement each other in a laddered or barbell maturity structure. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity date of each investment.

B. DEBT SERVICE FUNDS

Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments shall not have a stated final maturity date which exceeds the next unfunded debt service payment date.

C. DEBT SERVICE RESERVE FUNDS

Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from investments with a low degree of volatility. Investments should be of high quality and, except as may be required by the bond resolution specific to an individual issue, short-to-intermediate term maturities.

D. SPECIAL PROJECT/SPECIAL PURPOSE FUNDS

Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. If appropriate, these portfolios should include at least 10% in cash equivalent investments to allow for flexibility and unanticipated project outlays. The stated final maturity dates of investments held should not exceed the estimated project completion or purpose date.

INVESTMENT POLICY

A. SCOPE

This Investment Policy applies to all financial assets of the Center. These funds are accounted for in the Center's Audited Financial Reports and include: General Fund and all other funds.

There are no pension funds under management by the Center.

B. OBJECTIVES

The Center shall manage and invest its cash with four objectives, listed in order of priority: Safety, Liquidity, Public Trust, and Yield. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to public trust and consistent with State and Local law.

The Center shall maintain a cash management program, which includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and optimize yield on short-term investment of pooled idle cash.

- a. *Safety*. The primary objective of the Center's investment activity is the preservation of capital in the overall portfolio.
- b. *Liquidity*. The Center's investment portfolio shall be structured such that the Center is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements and by maintaining a minimum portion of the portfolio in cash equivalent investments.
- c. *Public Trust*. All participants in the Center's investment process shall seek to act responsibly as custodians of public trust. Investment Officers shall avoid any transaction which might impair public confidence in the Center's ability to administer effectively.
- d. *Yield*. The Center's cash management portfolio shall be designed with the objective of meeting or exceeding the average rate of return on U.S. Treasury Bills at a maturity level comparable to the Center's weighted average maturity in days. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies. Weighted average yield to maturity shall be the performance standard calculated for performance comparison.

C. RESPONSIBILITY AND CONTROL

- a. *Investment Committee.* An Investment Committee, consisting of the Chairman of the Board of Directors, Treasurer of the Board of Directors, Chief Executive Officer (“CEO”), Outside Accountant, and other appointed members of the Finance Committee of the Board Directors, shall meet routinely to determine operational strategies and to monitor results. The Investment Committee shall include in its deliberation such topics as the following: performance reports, economic outlook, portfolio diversification, maturity structure, potential risk, authorized brokers and dealers (including the financial strength and service performance of the firm), independent sources of investment training, and the target rate of return on the investment portfolio.
- b. *Delegation of Authority and Training.* Authority to manage the Center’s investment program is derived from Chapter 3503, Texas Special District Local Laws Code and the PFIA. The CEO and Controller are designated as Investment Officers of the Center and responsible for investment decisions and activities. The CEO will establish written procedures for the operation of the investment program, consistent with this Investment Policy, as may be necessary. Each Investment Officer shall attend at least one training session relating to the Officer’s responsibility under the PFIA within 12 months after assuming duties accumulating a minimum of ten (10) hours of instruction. Each Investment Officer shall also attend at least one training session not less than once in a two-year period that begins on the first day of the Center’s fiscal year and consists of the two consecutive fiscal years after that date accumulating a minimum of ten (10) hours of instruction. Training related to investment responsibilities under the PFIA is required for each Investment Officer. Such training shall be from an independent source approved by the Investment Committee.
- c. *Internal Controls.* The CEO or his designee is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Center are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the CEO shall establish a process for annual independent review by an external auditor in conjunction with the annual audit to assure compliance with policies and procedures. The results of this review shall be reported to the Board of Directors by that auditor. The internal controls shall address the following points:

- i. Control of collusion.
- ii. Separation of transaction authority from accounting and record keeping.
- iii. Custodial safekeeping.
- iv. Avoidance of physical delivery securities.
- v. Clear delegation of authority to subordinate staff members.
- vi. Written confirmation for telephone (voice) transactions for investments and wire transfers.

- d. *Prudence.* The standard of prudence to be applied by ~~the~~an Investment Officer shall be the “prudent person” rule, which states: “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, as well as the probable income to be derived.” In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:
- i. The investment of all funds, or funds under the Center’s control, over which the Officer had responsibility rather than a consideration as to the prudence of a single investment.
 - ii. Whether the investment decision was consistent with the written Investment Policy of the Center.
 - iii. The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall immediately report deviations to a specific issuer’s credit risk or market price changes to the Investment Committee.
- e. *Ethics and Conflicts of Interest.* Center staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. Center staff shall disclose to the CEO any material financial interest in financial institutions that conduct business with the Center and they shall further disclose positions that could be related to the performance of the Center’s portfolio. Center staff shall subordinate their personal financial transactions to those of the Center, particularly with regard to timing of purchases and sales.

An Investment Officer who has a personal business relationship with an organization seeking to sell an investment to the Center shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the Center shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the Board of Directors.

D. REPORTING

- a. *Quarterly Reporting.* The CEO or his designee shall present a quarterly report on the investment program and investment activity. This report may be presented as a component of the quarter-end report to the Board of Directors.
- b. *Annual Report.* The CEO or his designee shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the Board of Directors.
- c. *Methods.* The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in

a manner which will allow the Center to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be prepared in compliance with the PFIA. The report will be provided to the Investment Committee and the Board of Directors. The report will include, at a minimum, the following:

- i. A listing of individual investments held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired;
- ii. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period;
- iii. Market values and current credit ratings (for investments required by the PFIA to maintain a minimum rating) shall be obtained from financial institutions, rating agencies, portfolio reporting services, or other sources independent from the investment provider or issuer;
- iv. Fully accrued interest for the reporting period;
- v. Average weighted yield to maturity of portfolio on Center investments as compared to applicable benchmarks;
- vi. Listing of investments by maturity date;
- vii. The percentage of the total portfolio which each type of investment represents; and
- viii. Statement of compliance of the Center's investment portfolio with State Law and the investment strategy and policy approved by the Board of Directors signed by the Investment Officers.

In conjunction with the annual audit, and as a part of the annual audit report, a formal annual review of these reports will be performed by an independent auditor with the results reported to the Board of Directors.

E. INVESTMENT PORTFOLIO

- a. *Active Portfolio Management.* The Investment Committee will, periodically, evaluate the status of the portfolio and make appropriate adjustments.
- b. *Performance.* It is the Center's policy to purchase investments with maturity dates coinciding with cash flow requirements. Using this strategy, the Center attempts to purchase the highest yielding allowable investments available at the time of purchase. The basis used to determine whether market yields are being achieved is the average rate of return on U.S. Treasury Bills for a comparable term.
- c. *Investments.* Assets of the Center may be invested in the following instruments; provided, however, that at no time shall the Center purchase any instrument or security not authorized for investment under the PFIA, as the PFIA may from time to time be amended. The Center is not required to liquidate investments that were authorized investments at the time of purchase.
 - i. Authorized

1. U.S. Obligations. Obligations issued, guaranteed, or insured by the United States of America, its agencies and instrumentalities, including the Federal Home Loan Banks, which have a liquid market with a readily determinable market value.
2. State of Texas Obligations. Direct obligations of the State of Texas, its agencies, and instrumentalities.
3. Miscellaneous Government Obligations. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this State or the United States or their respective agencies and instrumentalities, including the Federal Deposit Insurance Corporation.
4. Miscellaneous Rated Obligations. Obligations of the States, agencies thereof, Counties, Cities, and other political subdivision of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than "A" or its equivalent.
5. Financial Institution Deposits. Financial Institution Deposits of state and national banks, savings banks, or state or federal credit unions that meet the requirements of the PFIA and this Policy.
6. Repurchase Agreements. Fully collateralized direct repurchase agreements with a defined termination date secured by a combination of cash and obligations of the United States or its agencies and instrumentalities. Securities purchased must be pledged to the Center, held in the Center's account, and deposited at the time of the investment with the Center, and placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. Such agreements may include direct security repurchase agreements and reverse security repurchase agreements with terms of 90 days or less after the delivery date. Funds received by the Center under a reverse security agreement shall be used to acquire additional authorized investments, but those investments must mature no later than the expiration date stated in the reverse security repurchase agreement.
7. Investment Pools. Investment pools, if the pool is specifically approved by the Board of Directors and the pool invests only in investments authorized by the PFIA. A pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service, and must comply with the requirements of the PFIA.
8. Money Market Mutual Funds. "Money Market" mutual funds that have a rating of AAA by least one nationally recognized rating firm and are "no-load" funds. A "money market" mutual fund must maintain a \$1.0000

share value and include only short-term, highly liquid, and relatively low risk debt instruments. The Fund must be registered with and regulated by the Securities and Exchange Commission.

a. Any funds are required to provide the Center with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940.

b. The Center cannot own more than 10% of any mutual fund's total assets.

9. **Guaranteed Investment Contracts.** Guaranteed Investment contracts are allowed investments for bond proceeds only, if such contracts have a defined termination date, are secured by obligations of the United States of America, its agencies and instrumentalities approved by the PFIA, in an amount equal to 102% of the investment balances, if security is pledged to the Center and deposited with the Center or a third party, and if the investment term is limited to five years from the date of bond issuance. In addition, specific provisions under the PFIA Section 2256.015(c) 1-5 must be met to allow investment in these contracts.

ii. **Not Authorized**

The Center's authorized investment options are more restrictive than those allowed by State law. State law specifically prohibits investment in the following investment securities, or investment in specific instruments at levels higher than those listed below:

1. **Mortgage Backed Securities Paying No Principal.** Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

2. **Mortgage Backed Securities Paying No Interest.** Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

3. **CMOs with Maturities Greater than 10 Years.** Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.

4. **CMOs whose rate is determined by Inverted Index.** Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

d. **Holding Period.** The Center intends to match the holding periods of investment funds with liquidity needs of the Center. In no case will the average maturity of investments of the Center's operating funds exceed one year. The maximum final stated maturity of any investment shall not exceed five years.

e. **Risk and Diversification.** The Center recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines:

- i. Risk of issuer default is controlled by limiting investments to those instruments allowed by the PFIA, which are described herein.
- ii. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average maturity of operating funds investments to one year, and avoidance of over-concentration of assets in specific instruments.
- iii. Risk of illiquidity due to technical complications shall be controlled by the selection of securities dealers as described herein.
- iv. At a minimum, diversification standards by investment type and issuer shall be:

Investment Type	Percentage of Total Investments
U.S. Government Agencies and Instrumentalities	Not To Exceed 80%
Fully Insured or Collateralized Financial Institution Deposits	Not To Exceed 100%
Repurchase Agreements (Ex. Bond Proceeds)	Not To Exceed 50%
Money Market Operating Funds	Not To Exceed 100%
Local Government Investment Pools – Liquidity Pool – Constant Dollar	Not To Exceed 100%
Local Government Investment Pools – Fixed Rate/Fixed Maturity Pools	Not To Exceed 80%

F. SELECTION OF FINANCIAL INSTITUTIONS AND BROKER/DEALERS

- a. Financial Institutions. A Primary Depository shall be selected through the Center’s banking services procurement process, which may include a formal request for proposal (RFP), or direct negotiation incorporating current market conditions. In selecting a primary depository, the credit worthiness of institutions shall be considered, and the CEO shall conduct a comprehensive review of prospective depositories’ credit characteristics and financial history.

Banks seeking to establish eligibility for the Center’s primary depository shall submit for review annual financial statements, evidence of federal insurance and other information as required by the CEO.

Financial institutions serving as Center depositories will be required to sign a Depository Agreement (Agreement) with the Center and a Custodial Agreement with the Center’s custodian in compliance with Federal regulations. The Agreement shall require compliance with the PFIA and this Investment Policy, establish an independent custodian for all pledged collateral, define the eligible collateral and the Center’s rights to the collateral in case of default, bankruptcy, or closing, and establish a perfected security interest in compliance with Federal and State regulations, and specifically:

- i. the Agreement must be in writing;
- ii. the Agreement must be approved by resolution of the Board or the Designated Committee of the Depository and a copy of the meeting minutes or resolution reference must be delivered to the Center;
- iii. the pledging of collateral shall be a contemporaneous and continuous part of the Agreement; and
- iv. the Agreement must be part of the Depository's "official record" continuously since its execution.

A portion of both the Agreements shall define the Center's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations.

- b. *Broker/Dealers.* For broker/dealers, the Center shall select only those dealers reporting to the Market Reports Division of the Federal Reserve Board of New York, also known as the "Primary Government Security Dealers", unless an analysis reveals that other firms are adequately financed to conduct public business. All broker/dealers shall provide the Center with references from public entities which they are currently serving. The Investment Committee shall adopt and annually review a list of qualified broker/dealers authorized to engage in investment transactions with the Center. All security transactions will be competitively bid, as evidenced by written quotes documented from at least two qualified dealers or institutions.

~~All broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:~~

- ~~i. audited financial statements;~~
- ~~ii. proof of Financial Industry Regulatory Authority (FINRA) registration;~~
- ~~iii. proof of state registration;~~
- ~~iv. j. completed broker/dealer questionnaire;~~

- c. *Business Organization Certification.* For local government investment pools and discretionary investment management firms (a "business organization" as defined by the PFIA), the Center shall provide a written copy of this Policy and the business organization shall provide a certification as required by the PFIA and acceptable to the Center.

G. SAFEKEEPING AND CUSTODY

- a. *Insurance or Collateral.* All deposits and investments of Center funds other than direct purchases of securities, pools, or mutual funds shall be secured as required by the PFCA. With the exception of deposits secured with irrevocable letters of credit at 100% of amount, all deposits of funds with financial institutions shall be collateralized with marketable securities at 102% of market value of principal and accrued interest on the deposits or investments, less an amount insured by the FDIC. Evidence of the pledged collateral shall be maintained by the CEO or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in

each agreement. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate.

- b. *Custodial Agreement.* Collateral pledged to secure deposits of the Center shall be held by a custodial institution in accordance with a Custodial Agreement which clearly defines the procedural steps for gaining access to the collateral should the Center determine that the Center's funds are in jeopardy. The custodial institution, or custodian, shall be the Federal Reserve Bank, Federal Home Loan Bank, or an institution not affiliated with the firm pledging the collateral that meets the requirements of the PFCA. When applicable, the Custodial Agreement shall include the signatures of authorized representatives of the Center, the firm pledging the collateral, and the custodian.
- c. *Collateral Defined.* The Center shall accept only the following:
 - i. FDIC insurance coverage.
 - ii. A bond, certificate of indebtedness, note, or other evidence of indebtedness that is guaranteed as to the principal and interest by the United States, or its agencies and instrumentalities.
 - iii. Obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas.
 - iv. A bond of the State of Texas or of a county, authority or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency, with a remaining maturity of ten (10) years or less.
 - v. The use of a letter of credit issued to the Center by the Federal Home Loan Bank may be considered by the Center to meet the required bank depository collateral requirements.

The Center reserves the right to accept or reject any form of collateral or require additional collateral pledge, at its sole discretion.

- d. *Subject to Audit.* All collateral shall be subject to inspection and audit by the CEO or the Center's independent auditors.
- e. *Delivery vs. Payment.* Securities shall be purchased using the delivery versus payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the Center's Safekeeping Agent. The security shall be held in the name of the Center or held on behalf of the Center. The Safekeeping Agent's records shall assure the notation of the Center's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the Center.

H. INVESTMENT POLICY ADOPTION

The Center's Investment Policy shall be adopted by resolution of the Board of Directors. The Investment Committee shall review the Policy for effectiveness on an annual basis and any modifications will be recommended for approval to the Board of Directors. The Board of Directors shall review and adopt by resolution these investment policies and strategies not less than

annually. The resolution shall include a record of changes made to either the Investment Policy or strategy.

APPENDIX A

Public Funds Investment Act (Section 2256 Government Code)

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2256. PUBLIC FUNDS INVESTMENT

SUBCHAPTER A. AUTHORIZED INVESTMENTS FOR GOVERNMENTAL ENTITIES

Sec. 2256.001. SHORT TITLE. This chapter may be cited as the Public Funds Investment Act.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.002. DEFINITIONS. In this chapter:

(1) "Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by an entity, and reserves and funds maintained by an entity for debt service purposes.

(2) "Book value" means the original acquisition cost of an investment plus or minus the accrued amortization or accretion.

(3) "Funds" means public funds in the custody of a state agency or local government that:

(A) are not required by law to be deposited in the state treasury; and

(B) the investing entity has authority to invest.

(4) "Institution of higher education" has the meaning assigned by Section 61.003, Education Code.

(5) "Investing entity" and "entity" mean an entity subject to this chapter and described by Section 2256.003.

(6) "Investment pool" means an entity created under this code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are:

(A) preservation and safety of principal;

(B) liquidity; and

(C) yield.

(7) "Local government" means a municipality, a county, a school district, a district or authority created under Section 52(b)(1) or (2), Article III, or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, and any nonprofit corporation acting on behalf of any of those entities.

(8) "Market value" means the current face or par value of an investment multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date.

(9) "Pooled fund group" means an internally created fund of an investing entity in which one or more institutional accounts of the investing entity are invested.

(10) "Qualified representative" means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:

(A) for a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers;

(B) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution;

(C) for an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written instrument on behalf of the investment pool; or

(D) for an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or, if not subject to registration under that Act, registered with the State Securities Board, a person who is an officer or principal of the investment management firm.

(11) "School district" means a public school district.

(12) "Separately invested asset" means an account or fund of a state agency or local government that is not invested in a pooled fund group.

(13) "State agency" means an office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 1, eff. Sept. 1, 1999.

Sec. 2256.003. AUTHORITY TO INVEST FUNDS; ENTITIES SUBJECT TO THIS CHAPTER. (a) Each governing body of the following entities may purchase, sell, and invest its funds and funds under its control in investments authorized under this subchapter in compliance with investment policies approved by the governing body and according to the standard of care prescribed by Section 2256.006:

(1) a local government;

(2) a state agency;

(3) a nonprofit corporation acting on behalf of a local government or a state agency; or

(4) an investment pool acting on behalf of two or more local governments, state agencies, or a combination of those entities.

(b) In the exercise of its powers under Subsection (a), the governing body of an investing entity may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under authority of this subsection may not be for a term longer than two years. A renewal or extension of the contract must be made by the governing body of the investing entity by order, ordinance, or resolution.

(c) This chapter does not prohibit an investing entity or investment officer from using the entity's employees or the services of a contractor of the entity to aid the investment officer in the execution of the officer's duties under this chapter.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1454, Sec. 2, eff. Sept. 1, 1999.

Sec. 2256.004. APPLICABILITY. (a) This subchapter does not apply to:

(1) a public retirement system as defined by Section 802.001;

(2) state funds invested as authorized by Section 404.024;

(3) an institution of higher education having total endowments of at least \$150 million in book value on September 1, 2017;

(4) funds invested by the Veterans' Land Board as authorized by Chapter 161, 162, or 164, Natural Resources Code;

(5) registry funds deposited with the county or district clerk under Chapter 117, Local Government Code; or

(6) a deferred compensation plan that qualifies under either Section 401(k) or 457 of the Internal Revenue Code of 1986 (26 U.S.C. Section 1 et seq.), as amended.

(b) This subchapter does not apply to an investment donated to an investing entity for a particular purpose or under terms of use specified by the donor.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 505, Sec. 24, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 2, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 8.21, eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 1454, Sec. 3, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 1, eff. June 14, 2017.

Sec. 2256.005. INVESTMENT POLICIES; INVESTMENT STRATEGIES; INVESTMENT OFFICER. (a) The governing body of an investing entity shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control.

(b) The investment policies must:

(1) be written;

(2) primarily emphasize safety of principal and liquidity;

(3) address investment diversification, yield, and maturity and the quality and capability of investment management; and

(4) include:

(A) a list of the types of authorized investments in which the investing entity's funds may be invested;

(B) the maximum allowable stated maturity of any individual investment owned by the entity;

(C) for pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date for the portfolio;

(D) methods to monitor the market price of investments acquired with public funds;

(E) a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and

(F) procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Section 2256.021.

(c) The investment policies may provide that bids for certificates of deposit be solicited:

(1) orally;

(2) in writing;

(3) electronically; or

(4) in any combination of those methods.

(d) As an integral part of an investment policy, the governing body shall adopt a separate written investment strategy for each of the funds or group of funds under its control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

(1) understanding of the suitability of the investment to the financial requirements of the entity;

(2) preservation and safety of principal;

(3) liquidity;

(4) marketability of the investment if the need arises to liquidate the investment before maturity;

(5) diversification of the investment portfolio; and

(6) yield.

(e) The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has

reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

(f) Each investing entity shall designate, by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees of the state agency, local government, or investment pool as investment officer to be responsible for the investment of its funds consistent with the investment policy adopted by the entity. If the governing body of an investing entity has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the first investing entity for purposes of this chapter. Authority granted to a person to invest an entity's funds is effective until rescinded by the investing entity, until the expiration of the officer's term or the termination of the person's employment by the investing entity, or if an investment management firm, until the expiration of the contract with the investing entity. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the governing body of the investing entity retains ultimate responsibility as fiduciaries of the assets of the entity. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity.

(g) Subsection (f) does not apply to a state agency, local government, or investment pool for which an officer of the entity is assigned by law the function of investing its funds.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 685,
Sec. 1

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be an investment officer for the commission under Subsection (f) if the officer or employee is an investment officer designated under Subsection (f) for another local government.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 1421, Sec. 3

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be designated as an investment officer under Subsection (f) for any investing entity other than for that commission.

(i) An investment officer of an entity who has a personal business relationship with a business organization offering to engage in an investment transaction with the entity shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the investment officer's entity shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity. For purposes of this subsection, an investment officer has a personal business relationship with a business organization if:

(1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;

(2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or

(3) the investment officer has acquired from the business organization during the previous year investments with

a book value of \$2,500 or more for the personal account of the investment officer.

(j) The governing body of an investing entity may specify in its investment policy that any investment authorized by this chapter is not suitable.

(k) A written copy of the investment policy shall be presented to any business organization offering to engage in an investment transaction with an investing entity. For purposes of this subsection and Subsection (l), "business organization" means an investment pool or investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio that has accepted authority granted by the entity under the contract to exercise investment discretion in regard to the investing entity's funds. Nothing in this subsection relieves the investing entity of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with the investment policy. The qualified representative of the business organization offering to engage in an investment transaction with an investing entity shall execute a written instrument in a form acceptable to the investing entity and the business organization substantially to the effect that the business organization has:

(1) received and reviewed the investment policy of the entity; and

(2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's investment policy, except to the extent that this authorization:

(A) is dependent on an analysis of the makeup of the entity's entire portfolio;

(B) requires an interpretation of subjective investment standards; or

(C) relates to investment transactions of the entity that are not made through accounts or other contractual

arrangements over which the business organization has accepted discretionary investment authority.

(l) The investment officer of an entity may not acquire or otherwise obtain any authorized investment described in the investment policy of the investing entity from a business organization that has not delivered to the entity the instrument required by Subsection (k).

(m) An investing entity other than a state agency, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the entity's established investment policies.

(n) Except as provided by Subsection (o), at least once every two years a state agency shall arrange for a compliance audit of management controls on investments and adherence to the agency's established investment policies. The compliance audit shall be performed by the agency's internal auditor or by a private auditor employed in the manner provided by Section 321.020. Not later than January 1 of each even-numbered year a state agency shall report the results of the most recent audit performed under this subsection to the state auditor. Subject to a risk assessment and to the legislative audit committee's approval of including a review by the state auditor in the audit plan under Section 321.013, the state auditor may review information provided under this section. If review by the state auditor is approved by the legislative audit committee, the state auditor may, based on its review, require a state agency to also report to the state auditor other information the state auditor determines necessary to assess compliance with laws and policies applicable to state agency investments. A report under this subsection shall be prepared in a manner the state auditor prescribes.

(o) The audit requirements of Subsection (n) do not apply to assets of a state agency that are invested by the comptroller under Section 404.024.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 685, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 3, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 4, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 785, Sec. 41, eff. Sept. 1, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 1, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 149 (H.B. 1701), Sec. 1, eff. September 1, 2017.

Sec. 2256.006. STANDARD OF CARE. (a) Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:

(1) preservation and safety of principal;

(2) liquidity; and

(3) yield.

(b) In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

(1) the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and

(2) whether the investment decision was consistent with the written investment policy of the entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.007. INVESTMENT TRAINING; STATE AGENCY BOARD MEMBERS AND OFFICERS. (a) Each member of the governing board of a state agency and its investment officer shall attend at least one training session relating to the person's responsibilities under this chapter within six months after taking office or assuming duties.

(b) The Texas Higher Education Coordinating Board shall provide the training under this section.

(c) Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with this chapter.

(d) An investment officer shall attend a training session not less than once each state fiscal biennium and may receive training from any independent source approved by the governing body of the state agency. The investment officer shall prepare a report on this subchapter and deliver the report to the governing body of the state agency not later than the 180th day after the last day of each regular session of the legislature.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 73, Sec. 1, eff. May 9, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 4, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 5, eff. Sept. 1, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 2, eff. June 17, 2011.

Sec. 2256.008. INVESTMENT TRAINING; LOCAL GOVERNMENTS.

(a) Except as provided by Subsections (a-1), (b), (b-1), (e), and (f), the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a local government shall:

(1) attend at least one training session from an independent source approved by the governing body of the local

government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government and containing at least 10 hours of instruction relating to the treasurer's or officer's responsibilities under this subchapter within 12 months after taking office or assuming duties; and

(2) attend an investment training session not less than once in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.

(a-1) Except as provided by Subsection (g), the treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a school district or a municipality, in addition to the requirements of Subsection (a)(1), shall attend an investment training session not less than once in a two-year period that begins on the first day of the school district's or municipality's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the school district or municipality, or by a designated investment committee advising the investment officer as provided for in the investment policy of the school district or municipality.

(b) An investing entity created under authority of Section 52(b), Article III, or Section 59, Article XVI, Texas Constitution, that has contracted with an investment management firm under Section 2256.003(b) and has fewer than five full-time employees or an investing entity that has contracted with another investing entity to invest the entity's funds may

satisfy the training requirement provided by Subsection (a)(2) by having an officer of the governing body attend four hours of appropriate instruction in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date. The treasurer or chief financial officer of an investing entity created under authority of Section 52(b), Article III, or Section 59, Article XVI, Texas Constitution, and that has fewer than five full-time employees is not required to attend training required by this section unless the person is also the investment officer of the entity.

(b-1) A housing authority created under Chapter 392, Local Government Code, may satisfy the training requirement provided by Subsection (a)(2) by requiring the following person to attend, in each two-year period that begins on the first day of that housing authority's fiscal year and consists of the two consecutive fiscal years after that date, at least five hours of appropriate instruction:

(1) the treasurer, or the chief financial officer if the treasurer is not the chief financial officer, or the investment officer; or

(2) if the authority does not have an officer described by Subdivision (1), another officer of the authority.

(c) Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with this chapter.

(d) Not later than December 31 each year, each individual, association, business, organization, governmental entity, or other person that provides training under this section shall report to the comptroller a list of the governmental entities for which the person provided required training under this section during that calendar year. An individual's reporting requirements under this subsection are satisfied by a report of the individual's employer or the sponsoring or organizing entity of a training program or seminar.

(e) This section does not apply to a district governed by Chapter 36 or 49, Water Code.

(f) Subsection (a)(2) does not apply to an officer of a municipality or housing authority if the municipality or housing authority:

(1) does not invest municipal or housing authority funds, as applicable; or

(2) only deposits those funds in:

(A) interest-bearing deposit accounts; or

(B) certificates of deposit as authorized by

Section 2256.010.

(g) Subsection (a-1) does not apply to the treasurer, chief financial officer, or investment officer of a school district if:

(1) the district:

(A) does not invest district funds; or

(B) only deposits those funds in:

(i) interest-bearing deposit accounts; or

(ii) certificates of deposit as authorized

by Section 2256.010; and

(2) the treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under Subdivision (1) that apply to the district.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 5, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 6, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 69, Sec. 4, eff. May 14, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 3, eff. June 17, 2011.

Acts 2015, 84th Leg., R.S., Ch. 222 (H.B. 1148), Sec. 1, eff. September 1, 2015.

Acts 2015, 84th Leg., R.S., Ch. 1248 (H.B. 870), Sec. 1, eff. September 1, 2015.

Acts 2017, 85th Leg., R.S., Ch. 324 (S.B. 1488), Sec. 8.015, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 1000 (H.B. 1238), Sec. 1, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 1000 (H.B. 1238), Sec. 2, eff. September 1, 2017.

Acts 2019, 86th Leg., R.S., Ch. 477 (H.B. 293), Sec. 1, eff. June 7, 2019.

Sec. 2256.009. AUTHORIZED INVESTMENTS: OBLIGATIONS OF, OR GUARANTEED BY GOVERNMENTAL ENTITIES. (a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

(1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

(2) direct obligations of this state or its agencies and instrumentalities;

(3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;

(4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

(5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

(6) bonds issued, assumed, or guaranteed by the State of Israel;

(7) interest-bearing banking deposits that are guaranteed or insured by:

(A) the Federal Deposit Insurance Corporation or its successor; or

(B) the National Credit Union Share Insurance Fund or its successor; and

(8) interest-bearing banking deposits other than those described by Subdivision (7) if:

(A) the funds invested in the banking deposits are invested through:

(i) a broker with a main office or branch office in this state that the investing entity selects from a list the governing body or designated investment committee of the entity adopts as required by Section 2256.025; or

(ii) a depository institution with a main office or branch office in this state that the investing entity selects;

(B) the broker or depository institution selected as described by Paragraph (A) arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the investing entity's account;

(C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and

(D) the investing entity appoints as the entity's custodian of the banking deposits issued for the entity's account:

(i) the depository institution selected as described by Paragraph (A);

(ii) an entity described by Section 2257.041(d); or

(iii) a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

(b) The following are not authorized investments under this section:

(1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

(2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

(3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

(4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1454, Sec. 7, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 558, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 4, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 2, eff. June 14, 2017.

Acts 2017, 85th Leg., R.S., Ch. 863 (H.B. 2647), Sec. 1, eff. June 15, 2017.

Acts 2017, 85th Leg., R.S., Ch. 874 (H.B. 2928), Sec. 1, eff. September 1, 2017.

Sec. 2256.010. AUTHORIZED INVESTMENTS: CERTIFICATES OF DEPOSIT AND SHARE CERTIFICATES. (a) A certificate of deposit or share certificate is an authorized investment under this subchapter if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:

(1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;

(2) secured by obligations that are described by Section 2256.009(a), including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009(b); or

(3) secured in accordance with Chapter 2257 or in any other manner and amount provided by law for deposits of the investing entity.

(b) In addition to the authority to invest funds in certificates of deposit under Subsection (a), an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this subchapter:

(1) the funds are invested by an investing entity through:

(A) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section 2256.025; or

(B) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;

(2) the broker or the depository institution selected by the investing entity under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;

(3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and

(4) the investing entity appoints the depository institution selected by the investing entity under Subdivision (1), an entity described by Section 2257.041(d), or a clearing

broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

Amended by Acts 1995, 74th Leg., ch. 32, Sec. 1, eff. April 28, 1995; Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 6, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 128 (H.B. 256), Sec. 1, eff. September 1, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 5, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 874 (H.B. 2928), Sec. 2, eff. September 1, 2017.

Sec. 2256.011. AUTHORIZED INVESTMENTS: REPURCHASE AGREEMENTS. (a) A fully collateralized repurchase agreement is an authorized investment under this subchapter if the repurchase agreement:

(1) has a defined termination date;

(2) is secured by a combination of cash and obligations described by Section 2256.009(a)(1) or 2256.013 or, if applicable, Section 2256.0204;

(3) requires the securities being purchased by the entity or cash held by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and

(4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

(b) In this section, "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 2256.009(a)(1) or 2256.013 or, if applicable, Section 2256.0204, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

(c) Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

(d) Money received by an entity under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

(e) Section 1371.059(c) applies to the execution of a repurchase agreement by an investing entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 6, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 3, eff. June 14, 2017.

Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 1, eff. September 1, 2019.

Sec. 2256.0115. AUTHORIZED INVESTMENTS: SECURITIES LENDING PROGRAM. (a) A securities lending program is an authorized investment under this subchapter if it meets the conditions provided by this section.

(b) To qualify as an authorized investment under this subchapter:

(1) the value of securities loaned under the program must be not less than 100 percent collateralized, including accrued income;

(2) a loan made under the program must allow for termination at any time;

(3) a loan made under the program must be secured by:

(A) pledged securities described by Section 2256.009;

(B) pledged irrevocable letters of credit issued by a bank that is:

(i) organized and existing under the laws of the United States or any other state; and

(ii) continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or

(C) cash invested in accordance with Section:

(i) 2256.009;

(ii) 2256.013;

(iii) 2256.014; or

(iv) 2256.016;

(4) the terms of a loan made under the program must require that the securities being held as collateral be:

(A) pledged to the investing entity;

(B) held in the investing entity's name; and

(C) deposited at the time the investment is made with the entity or with a third party selected by or approved by the investing entity;

(5) a loan made under the program must be placed through:

(A) a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003; or

(B) a financial institution doing business in this state; and

(6) an agreement to lend securities that is executed under this section must have a term of one year or less.

Added by Acts 2003, 78th Leg., ch. 1227, Sec. 1, eff. Sept. 1, 2003.

Sec. 2256.012. AUTHORIZED INVESTMENTS: BANKER'S ACCEPTANCES. A bankers' acceptance is an authorized investment under this subchapter if the bankers' acceptance:

(1) has a stated maturity of 270 days or fewer from the date of its issuance;

(2) will be, in accordance with its terms, liquidated in full at maturity;

(3) is eligible for collateral for borrowing from a Federal Reserve Bank; and

(4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.013. AUTHORIZED INVESTMENTS: COMMERCIAL PAPER. Commercial paper is an authorized investment under this subchapter if the commercial paper:

(1) has a stated maturity of 365 days or fewer from the date of its issuance; and

(2) is rated not less than A-1 or P-1 or an equivalent rating by at least:

(A) two nationally recognized credit rating agencies; or

(B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 2, eff. September 1, 2019.

Sec. 2256.014. AUTHORIZED INVESTMENTS: MUTUAL FUNDS.

(a) A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:

(1) is registered with and regulated by the Securities and Exchange Commission;

(2) provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and

(3) complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

(b) In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:

(1) is registered with the Securities and Exchange Commission;

(2) has an average weighted maturity of less than two years; and

(3) either:

(A) has a duration of one year or more and is invested exclusively in obligations approved by this subchapter; or

(B) has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

(c) An entity is not authorized by this section to:

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);

(2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or

(3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 7, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 8, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 4, eff. June 14, 2017.

Sec. 2256.015. AUTHORIZED INVESTMENTS: GUARANTEED INVESTMENT CONTRACTS. (a) A guaranteed investment contract is an authorized investment for bond proceeds under this subchapter if the guaranteed investment contract:

(1) has a defined termination date;

(2) is secured by obligations described by Section 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract; and

(3) is pledged to the entity and deposited with the entity or with a third party selected and approved by the entity.

(b) Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under this subchapter in a guaranteed investment

contract with a term of longer than five years from the date of issuance of the bonds.

(c) To be eligible as an authorized investment:

(1) the governing body of the entity must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;

(2) the entity must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;

(3) the entity must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

(4) the price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and

(5) the provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

(d) Section 1371.059(c) applies to the execution of a guaranteed investment contract by an investing entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 8, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 9, 10, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 5, eff. June 14, 2017.

Sec. 2256.016. AUTHORIZED INVESTMENTS: INVESTMENT POOLS.

(a) An entity may invest its funds and funds under its control through an eligible investment pool if the governing body of the entity by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in

authorized investments permitted by this subchapter. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this subchapter and the investment policies and objectives adopted by the investment pool.

(b) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

(1) the types of investments in which money is allowed to be invested;

(2) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;

(3) the maximum stated maturity date any investment security within the portfolio has;

(4) the objectives of the pool;

(5) the size of the pool;

(6) the names of the members of the advisory board of the pool and the dates their terms expire;

(7) the custodian bank that will safekeep the pool's assets;

(8) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;

(9) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;

(10) the name and address of the independent auditor of the pool;

(11) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;

(12) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios; and

(13) the pool's policy regarding holding deposits in cash.

(c) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity:

(1) investment transaction confirmations; and

(2) a monthly report that contains, at a minimum, the following information:

(A) the types and percentage breakdown of securities in which the pool is invested;

(B) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;

(C) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;

(D) the book value versus the market value of the pool's portfolio, using amortized cost valuation;

(E) the size of the pool;

(F) the number of participants in the pool;

(G) the custodian bank that is safekeeping the assets of the pool;

(H) a listing of daily transaction activity of the entity participating in the pool;

(I) the yield and expense ratio of the pool, including a statement regarding how yield is calculated;

(J) the portfolio managers of the pool; and

(K) any changes or addenda to the offering circular.

(d) An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

(e) In this section, for purposes of an investment pool for which a \$1.00 net asset value is maintained, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

(f) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter:

(1) a public funds investment pool that uses amortized cost or fair value accounting must mark its portfolio to market daily; and

(2) if the investment pool uses amortized cost:

(A) the investment pool must, to the extent reasonably possible, stabilize at a \$1.00 net asset value, when rounded and expressed to two decimal places;

(B) the governing body of the investment pool must, if the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, take action as the body determines necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing participants, including a sale of portfolio holdings to attempt to maintain the ratio between 0.995 and 1.005; and

(C) the investment pool must, in addition to the requirements of its investment policy and any other forms of reporting, report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.

(g) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool must have an advisory board composed:

(1) equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 and managed by a state agency; or

(2) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

(h) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

(i) If the investment pool operates an Internet website, the information in a disclosure instrument or report described in Subsections (b), (c)(2), and (f) must be posted on the website.

(j) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.

(k) If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 9, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 7, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 6, eff. June 14, 2017.

Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 3, eff. September 1, 2019.

Sec. 2256.017. EXISTING INVESTMENTS. Except as provided by Chapter 2270, an entity is not required to liquidate

investments that were authorized investments at the time of purchase.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.46(a), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 10, eff. Sept. 1, 1997.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 96 (S.B. 253), Sec. 2, eff. May 23, 2017.

Sec. 2256.019. RATING OF CERTAIN INVESTMENT POOLS. A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 11, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 8, eff. June 17, 2011.

Sec. 2256.020. AUTHORIZED INVESTMENTS: INSTITUTIONS OF HIGHER EDUCATION. In addition to the authorized investments permitted by this subchapter, an institution of higher education may purchase, sell, and invest its funds and funds under its control in the following:

(1) cash management and fixed income funds sponsored by organizations exempt from federal income taxation under Section 501(f), Internal Revenue Code of 1986 (26 U.S.C. Section 501(f));

(2) negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial

paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency; and

(3) corporate bonds, debentures, or similar debt obligations rated by a nationally recognized investment rating firm in one of the two highest long-term rating categories, without regard to gradations within those categories.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.0201. AUTHORIZED INVESTMENTS; MUNICIPAL UTILITY. (a) A municipality that owns a municipal electric utility that is engaged in the distribution and sale of electric energy or natural gas to the public may enter into a hedging contract and related security and insurance agreements in relation to fuel oil, natural gas, coal, nuclear fuel, and electric energy to protect against loss due to price fluctuations. A hedging transaction must comply with the regulations of the Commodity Futures Trading Commission and the Securities and Exchange Commission. If there is a conflict between the municipal charter of the municipality and this chapter, this chapter prevails.

(b) A payment by a municipally owned electric or gas utility under a hedging contract or related agreement in relation to fuel supplies or fuel reserves is a fuel expense, and the utility may credit any amounts it receives under the contract or agreement against fuel expenses.

(c) The governing body of a municipally owned electric or gas utility or the body vested with power to manage and operate the municipally owned electric or gas utility may set policy regarding hedging transactions.

(d) In this section, "hedging" means the buying and selling of fuel oil, natural gas, coal, nuclear fuel, and electric energy futures or options or similar contracts on those commodities and related transportation costs as a protection against loss due to price fluctuation.

Added by Acts 1999, 76th Leg., ch. 405, Sec. 48, eff. Sept. 1, 1999.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 7 (S.B. 495), Sec. 1, eff. April 13, 2007.

Sec. 2256.0202. AUTHORIZED INVESTMENTS: MUNICIPAL FUNDS FROM MANAGEMENT AND DEVELOPMENT OF MINERAL RIGHTS. (a) In addition to other investments authorized under this subchapter, a municipality may invest funds received by the municipality from a lease or contract for the management and development of land owned by the municipality and leased for oil, gas, or other mineral development in any investment authorized to be made by a trustee under Subtitle B, Title 9, Property Code (Texas Trust Code).

(b) Funds invested by a municipality under this section shall be segregated and accounted for separately from other funds of the municipality.

Added by Acts 2009, 81st Leg., R.S., Ch. 1371 (S.B. 894), Sec. 1, eff. September 1, 2009.

Sec. 2256.0203. AUTHORIZED INVESTMENTS: PORTS AND NAVIGATION DISTRICTS. (a) In this section, "district" means a navigation district organized under Section 52, Article III, or Section 59, Article XVI, Texas Constitution.

(b) In addition to the authorized investments permitted by this subchapter, a port or district may purchase, sell, and invest its funds and funds under its control in negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency.

Added by Acts 2011, 82nd Leg., R.S., Ch. 804 (H.B. 2346), Sec. 1, eff. September 1, 2011.

Sec. 2256.0204. AUTHORIZED INVESTMENTS: INDEPENDENT SCHOOL DISTRICTS. (a) In this section, "corporate bond" means a senior secured debt obligation issued by a domestic business entity and rated not lower than "AA-" or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that:

(1) on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation; or

(2) is an unsecured debt obligation.

(b) This section applies only to an independent school district that qualifies as an issuer as defined by Section 1371.001.

(c) In addition to authorized investments permitted by this subchapter, an independent school district subject to this section may purchase, sell, and invest its funds and funds under its control in corporate bonds that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

(d) An independent school district subject to this section is not authorized by this section to:

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or

(2) invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

(e) An independent school district subject to this section may purchase, sell, and invest its funds and funds under its control in corporate bonds if the governing body of the district:

(1) amends its investment policy to authorize corporate bonds as an eligible investment;

(2) adopts procedures to provide for:

(A) monitoring rating changes in corporate bonds acquired with public funds; and

(B) liquidating the investment in corporate bonds; and

(3) identifies the funds eligible to be invested in corporate bonds.

(f) The investment officer of an independent school district, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

(1) issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or

(2) changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

(g) Repealed by Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 5, eff. September 1, 2019.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1347 (S.B. 1543), Sec. 1, eff. June 17, 2011.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 5, eff. September 1, 2019.

Sec. 2256.0205. AUTHORIZED INVESTMENTS; DECOMMISSIONING TRUST. (a) In this section:

(1) "Decommissioning trust" means a trust created to provide the Nuclear Regulatory Commission assurance that funds will be available for decommissioning purposes as required under 10 C.F.R. Part 50 or other similar regulation.

(2) "Funds" includes any money held in a decommissioning trust regardless of whether the money is considered to be public funds under this subchapter.

(b) In addition to other investments authorized under this subchapter, a municipality that owns a municipal electric utility that is engaged in the distribution and sale of electric energy or natural gas to the public may invest funds held in a decommissioning trust in any investment authorized by Subtitle B, Title 9, Property Code.

Added by Acts 2005, 79th Leg., Ch. 121 (S.B. 1464), Sec. 1, eff. September 1, 2005.

Sec. 2256.0206. AUTHORIZED INVESTMENTS: HEDGING TRANSACTIONS. (a) In this section:

(1) "Eligible entity" means a political subdivision that has:

(A) a principal amount of at least \$250 million in:

(i) outstanding long-term indebtedness;

(ii) long-term indebtedness proposed to be issued; or

(iii) a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and

(B) outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

(2) "Eligible project" has the meaning assigned by Section 1371.001.

(3) "Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

(b) This section prevails to the extent of any conflict between this section and:

(1) another law; or

(2) an eligible entity's municipal charter, if applicable.

(c) The governing body of an eligible entity shall establish the entity's policy regarding hedging transactions.

(d) An eligible entity may enter into hedging transactions, including hedging contracts, and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

(e) An eligible entity may pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.

(f) Section 1371.059(c) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

(g) An eligible entity may credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

(h) An eligible entity's cost of or payment under a hedging contract or agreement may be considered:

- (1) an operation and maintenance expense of the eligible entity;
- (2) an acquisition expense of the eligible entity;
- (3) a project cost of an eligible project; or
- (4) a construction expense of the eligible entity.

Added by Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 7, eff. June 14, 2017.

Sec. 2256.0207. AUTHORIZED INVESTMENTS: PUBLIC JUNIOR COLLEGE DISTRICT FUNDS FROM MANAGEMENT AND DEVELOPMENT OF MINERAL RIGHTS. (a) In addition to other investments authorized under this subchapter, the governing board of a public junior college district may invest funds received by the district from a lease or contract for the management and development of land owned by the district and leased for oil, gas, or other mineral development in any investment authorized to be made by a trustee under Subtitle B, Title 9, Property Code (Texas Trust Code).

(b) Funds invested by the governing board of a public junior college district under this section shall be segregated and accounted for separately from other funds of the district.

Added by Acts 2017, 85th Leg., R.S., Ch. 344 (H.B. 1472), Sec. 1, eff. September 1, 2017.

Redesignated from Government Code, Section 2256.0206 by Acts 2019, 86th Leg., R.S., Ch. 467 (H.B. 4170), Sec. 21.001(34), eff. September 1, 2019.

Sec. 2256.0208. LOCAL GOVERNMENT INVESTMENT OF BOND PROCEEDS AND PLEDGED REVENUE. (a) In this section, "pledged revenue" means money pledged to the payment of or as security for:

- (1) bonds or other indebtedness issued by a local government;

(2) obligations under a lease, installment sale, or other agreement of a local government; or

(3) certificates of participation in a debt or obligation described by Subdivision (1) or (2).

(b) The investment officer of a local government may invest bond proceeds or pledged revenue only to the extent permitted by this chapter, in accordance with:

(1) statutory provisions governing the debt issuance or the agreement, as applicable; and

(2) the local government's investment policy regarding the debt issuance or the agreement, as applicable.

Added by Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 4, eff. September 1, 2019.

Sec. 2256.021. EFFECT OF LOSS OF REQUIRED RATING. An investment that requires a minimum rating under this subchapter does not qualify as an authorized investment during the period the investment does not have the minimum rating. An entity shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.022. EXPANSION OF INVESTMENT AUTHORITY. Expansion of investment authority granted by this chapter shall require a risk assessment by the state auditor or performed at the direction of the state auditor, subject to the legislative audit committee's approval of including the review in the audit plan under Section 321.013.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 2003, 78th Leg., ch. 785, Sec. 42, eff. Sept. 1, 2003.

Sec. 2256.023. INTERNAL MANAGEMENT REPORTS. (a) Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds covered by this chapter for the preceding reporting period.

(b) The report must:

(1) describe in detail the investment position of the entity on the date of the report;

(2) be prepared jointly by all investment officers of the entity;

(3) be signed by each investment officer of the entity;

(4) contain a summary statement of each pooled fund group that states the:

(A) beginning market value for the reporting period;

(B) ending market value for the period; and

(C) fully accrued interest for the reporting period;

(5) state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

(6) state the maturity date of each separately invested asset that has a maturity date;

(7) state the account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired; and

(8) state the compliance of the investment portfolio of the state agency or local government as it relates to:

(A) the investment strategy expressed in the agency's or local government's investment policy; and

(B) relevant provisions of this chapter.

(c) The report shall be presented not less than quarterly to the governing body and the chief executive officer of the entity within a reasonable time after the end of the period.

(d) If an entity invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 12, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 9, eff. June 17, 2011.

Sec. 2256.024. SUBCHAPTER CUMULATIVE. (a) The authority granted by this subchapter is in addition to that granted by other law. Except as provided by Subsection (b) and Section 2256.017, this subchapter does not:

(1) prohibit an investment specifically authorized by other law; or

(2) authorize an investment specifically prohibited by other law.

(b) Except with respect to those investing entities described in Subsection (c), a security described in Section 2256.009(b) is not an authorized investment for a state agency, a local government, or another investing entity, notwithstanding any other provision of this chapter or other law to the contrary.

(c) Mortgage pass-through certificates and individual mortgage loans that may constitute an investment described in

Section 2256.009(b) are authorized investments with respect to the housing bond programs operated by:

(1) the Texas Department of Housing and Community Affairs or a nonprofit corporation created to act on its behalf;

(2) an entity created under Chapter 392, Local Government Code; or

(3) an entity created under Chapter 394, Local Government Code.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 96 (S.B. 253), Sec. 3, eff. May 23, 2017.

Sec. 2256.025. SELECTION OF AUTHORIZED BROKERS. The governing body of an entity subject to this subchapter or the designated investment committee of the entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity.

Added by Acts 1997, 75th Leg., ch. 1421, Sec. 13, eff. Sept. 1, 1997.

Sec. 2256.026. STATUTORY COMPLIANCE. All investments made by entities must comply with this subchapter and all federal, state, and local statutes, rules, or regulations.

Added by Acts 1997, 75th Leg., ch. 1421, Sec. 13, eff. Sept. 1, 1997.

SUBCHAPTER B. MISCELLANEOUS PROVISIONS

Sec. 2256.051. ELECTRONIC FUNDS TRANSFER. Any local government may use electronic means to transfer or invest all funds collected or controlled by the local government.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.052. PRIVATE AUDITOR. Notwithstanding any other law, a state agency shall employ a private auditor if authorized by the legislative audit committee either on the committee's initiative or on request of the governing body of the agency.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.053. PAYMENT FOR SECURITIES PURCHASED BY STATE. The comptroller or the disbursing officer of an agency that has the power to invest assets directly may pay for authorized securities purchased from or through a member in good standing of the National Association of Securities Dealers or from or through a national or state bank on receiving an invoice from the seller of the securities showing that the securities have been purchased by the board or agency and that the amount to be paid for the securities is just, due, and unpaid. A purchase of securities may not be made at a price that exceeds the existing market value of the securities.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.67, eff. Sept. 1, 1997.

Sec. 2256.054. DELIVERY OF SECURITIES PURCHASED BY STATE. A security purchased under this chapter may be delivered to the comptroller, a bank, or the board or agency investing its funds. The delivery shall be made under normal and recognized practices

in the securities and banking industries, including the book entry procedure of the Federal Reserve Bank.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.68, eff. Sept. 1, 1997.

Sec. 2256.055. DEPOSIT OF SECURITIES PURCHASED BY STATE.

At the direction of the comptroller or the agency, a security purchased under this chapter may be deposited in trust with a bank or federal reserve bank or branch designated by the comptroller, whether in or outside the state. The deposit shall be held in the entity's name as evidenced by a trust receipt of the bank with which the securities are deposited.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.69, eff. Sept. 1, 1997.

APPENDIX B

Public Funds Collateral Act (Section 2257 Government Code)

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2257. COLLATERAL FOR PUBLIC FUNDS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 2257.001. SHORT TITLE. This chapter may be cited as the Public Funds Collateral Act.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.002. DEFINITIONS. In this chapter:

(1) "Bank holding company" has the meaning assigned by Section 31.002(a), Finance Code.

(2) "Control" has the meaning assigned by Section 31.002(a), Finance Code.

(3) "Deposit of public funds" means public funds of a public entity that:

(A) the comptroller does not manage under Chapter 404; and

(B) are held as a demand or time deposit by a depository institution expressly authorized by law to accept a public entity's demand or time deposit.

(4) "Eligible security" means:

(A) a surety bond;

(B) an investment security;

(C) an ownership or beneficial interest in an investment security, other than an option contract to purchase or sell an investment security;

(D) a fixed-rate collateralized mortgage obligation that has an expected weighted average life of 10 years or less and does not constitute a high-risk mortgage security;

(E) a floating-rate collateralized mortgage obligation that does not constitute a high-risk mortgage security; or

(F) a letter of credit issued by a federal home loan bank.

(5) "Investment security" means:

(A) an obligation that in the opinion of the attorney general of the United States is a general obligation of the United States and backed by its full faith and credit;

(B) a general or special obligation issued by a public agency that is payable from taxes, revenues, or a combination of taxes and revenues; or

(C) a security in which a public entity may invest under Subchapter A, Chapter 2256.

(6) "Permitted institution" means:

(A) a Federal Reserve Bank;

(B) a clearing corporation, as defined by Section 8.102, Business & Commerce Code;

(C) a bank eligible to be a custodian under Section 2257.041; or

(D) a state or nationally chartered bank that is controlled by a bank holding company that controls a bank eligible to be a custodian under Section 2257.041.

(7) "Public agency" means a state or a political or governmental entity, agency, instrumentality, or subdivision of a state, including a municipality, an institution of higher education, as defined by Section 61.003, Education Code, a junior college, a district created under Article XVI, Section 59, of the Texas Constitution, and a public hospital.

(8) "Public entity" means a public agency in this state, but does not include an institution of higher education, as defined by Section 61.003, Education Code.

(9) "State agency" means a public entity that:

(A) has authority that is not limited to a geographic portion of the state; and

(B) was created by the constitution or a statute.

(10) "Trust receipt" means evidence of receipt, identification, and recording, including:

(A) a physical controlled trust receipt; or

(B) a written or electronically transmitted advice of transaction.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 5.48(a), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 914, Sec. 5, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 254, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 891, Sec. 3.22(4), eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1423, Sec. 8.70, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 7.63, eff. Sept. 1, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 783 (H.B. 2103), Sec. 1, eff. June 17, 2011.

Sec. 2257.0025. HIGH-RISK MORTGAGE SECURITY. (a) For purposes of this chapter, a fixed-rate collateralized mortgage obligation is a high-risk mortgage security if the security:

(1) has an average life sensitivity with a weighted average life that:

(A) extends by more than four years, assuming an immediate and sustained parallel shift in the yield curve of plus 300 basis points; or

(B) shortens by more than six years, assuming an immediate and sustained parallel shift in the yield curve of minus 300 basis points; and

(2) is price sensitive; that is, the estimated change in the price of the mortgage derivative product is more

than 17 percent, because of an immediate and sustained parallel shift in the yield curve of plus or minus 300 basis points.

(b) For purposes of this chapter, a floating-rate collateralized mortgage obligation is a high-risk mortgage security if the security:

(1) bears an interest rate that is equal to the contractual cap on the instrument; or

(2) is price sensitive; that is, the estimated change in the price of the mortgage derivative product is more than 17 percent, because of an immediate and sustained parallel shift in the yield curve of plus or minus 300 basis points.

Added by Acts 1997, 75th Leg., ch. 254, Sec. 2, eff. Sept. 1, 1997.

Sec. 2257.003. CHAPTER NOT APPLICABLE TO DEFERRED COMPENSATION PLANS. This chapter does not apply to funds that a public entity maintains or administers under a deferred compensation plan, the federal income tax treatment of which is governed by Section 401(k) or 457 of the Internal Revenue Code of 1986 (26 U.S.C. Sections 401(k) and 457).

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.004. CONFLICT WITH OTHER LAW. This chapter prevails over any other law relating to security for a deposit of public funds to the extent of any conflict.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.005. CONTRACT GOVERNS LEGAL ACTION. A legal action brought by or against a public entity that arises out of or in connection with the duties of a depository, custodian, or

permitted institution under this chapter must be brought and maintained as provided by the contract with the public entity.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER B. DEPOSITORY; SECURITY FOR DEPOSIT OF PUBLIC FUNDS

Sec. 2257.021. COLLATERAL REQUIRED. A deposit of public funds shall be secured by eligible security to the extent and in the manner required by this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.022. AMOUNT OF COLLATERAL. (a) Except as provided by Subsection (b), the total value of eligible security to secure a deposit of public funds must be in an amount not less than the amount of the deposit of public funds:

(1) increased by the amount of any accrued interest;
and

(2) reduced to the extent that the United States or an instrumentality of the United States insures the deposit.

(b) The total value of eligible security described by Section 45.201(4)(D), Education Code, to secure a deposit of public funds of a school district must be in an amount not less than 110 percent of the amount of the deposit as determined under Subsection (a). The total market value of the eligible security must be reported at least once each month to the school district.

(c) The value of a surety bond is its face value.

(d) The value of an investment security is its market value.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2003, 78th Leg., ch. 201, Sec. 46, eff. Sept. 1, 2003.

Sec. 2257.023. COLLATERAL POLICY. (a) In accordance with a written policy approved by the governing body of the public entity, a public entity shall determine if an investment security is eligible to secure deposits of public funds.

(b) The written policy may include:

(1) the security of the institution that obtains or holds an investment security;

(2) the substitution or release of an investment security; and

(3) the method by which an investment security used to secure a deposit of public funds is valued.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.024. CONTRACT FOR SECURING DEPOSIT OF PUBLIC FUNDS. (a) A public entity may contract with a bank that has its main office or a branch office in this state to secure a deposit of public funds.

(b) The contract may contain a term or condition relating to an investment security used as security for a deposit of public funds, including a term or condition relating to the:

(1) possession of the collateral;

(2) substitution or release of an investment security;

(3) ownership of the investment securities of the bank used to secure a deposit of public funds; and

(4) method by which an investment security used to secure a deposit of public funds is valued.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1999, 76th Leg., ch. 344, Sec. 5.006, eff. Sept. 1, 1999.

Sec. 2257.025. RECORDS OF DEPOSITORY. (a) A public entity's depository shall maintain a separate, accurate, and complete record relating to a pledged investment security, a deposit of public funds, and a transaction related to a pledged investment security.

(b) The comptroller or the public entity may examine and verify at any reasonable time a pledged investment security or a record a depository maintains under this section.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.16, eff. Sept. 1, 1997.

Sec. 2257.026. CHANGE IN AMOUNT OR ACTIVITY OF DEPOSITS OF PUBLIC FUNDS. A public entity shall inform the depository for the public entity's deposit of public funds of a significant change in the amount or activity of those deposits within a reasonable time before the change occurs.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER C. CUSTODIAN; PERMITTED INSTITUTION

Sec. 2257.041. DEPOSIT OF SECURITIES WITH CUSTODIAN. (a) In addition to other authority granted by law, a depository for a public entity other than a state agency may deposit with a custodian a security pledged to secure a deposit of public funds.

(b) At the request of the public entity, a depository for a public entity other than a state agency shall deposit with a

custodian a security pledged to secure a deposit of public funds.

(c) A depository for a state agency shall deposit with a custodian a security pledged to secure a deposit of public funds. The custodian and the state agency shall agree in writing on the terms and conditions for securing a deposit of public funds.

(d) A custodian must be approved by the public entity and be:

(1) a state or national bank that:

(A) is designated by the comptroller as a state depository;

(B) has its main office or a branch office in this state; and

(C) has a capital stock and permanent surplus of \$5 million or more;

(2) the Texas Treasury Safekeeping Trust Company;

(3) a Federal Reserve Bank or a branch of a Federal Reserve Bank;

(4) a federal home loan bank; or

(5) a financial institution authorized to exercise fiduciary powers that is designated by the comptroller as a custodian pursuant to Section 404.031(e).

(e) A custodian holds in trust the securities to secure the deposit of public funds of the public entity in the depository pledging the securities.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., ch. 1010, Sec. 1, eff. June 17, 1995; Acts 1997, 75th Leg., ch. 891, Sec. 3.17, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 344, Sec. 5.007, eff. Sept. 1, 1999.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 3, eff. September 1, 2009.

Sec. 2257.042. DEPOSIT OF SECURITIES WITH PERMITTED INSTITUTION. (a) A custodian may deposit with a permitted institution an investment security the custodian holds under Section 2257.041.

(b) If a deposit is made under Subsection (a):

(1) the permitted institution shall hold the investment security to secure funds the public entity deposits in the depository that pledges the investment security;

(2) the trust receipt the custodian issues under Section 2257.045 shall show that the custodian has deposited the security in a permitted institution; and

(3) the permitted institution, on receipt of the investment security, shall immediately issue to the custodian an advice of transaction or other document that is evidence that the custodian deposited the security in the permitted institution.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.043. DEPOSITORY AS CUSTODIAN OR PERMITTED INSTITUTION. (a) A public entity other than a state agency may prohibit a depository or an entity of which the depository is a branch from being the custodian of or permitted institution for a security the depository pledges to secure a deposit of public funds.

(b) A depository or an entity of which the depository is a branch may not be the custodian of or permitted institution for a security the depository pledges to secure a deposit of public funds by a state agency.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.044. CUSTODIAN AS BAILEE. (a) A custodian under this chapter or a custodian of a security pledged to an

institution of higher education, as defined by Section 61.003, Education Code, whether acting alone or through a permitted institution, is for all purposes the bailee or agent of the public entity or institution depositing the public funds with the depository.

(b) To the extent of any conflict, Subsection (a) prevails over Chapter 8 or 9, Business & Commerce Code.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.045. RECEIPT OF SECURITY BY CUSTODIAN. (a) On receipt of an investment security, a custodian shall immediately identify on its books and records, by book entry or another method, the pledge of the security to the public entity.

(b) For a deposit of public funds under Subchapter F, the custodian shall issue and deliver to the comptroller a trust receipt for the pledged security.

(c) For any other deposit of public funds under this chapter, at the written direction of the appropriate public entity officer, the custodian shall:

(1) issue and deliver to the appropriate public entity officer a trust receipt for the pledged security; or

(2) issue and deliver a trust receipt for the pledged security to the public entity's depository and instruct the depository to deliver the trust receipt to the public entity officer immediately.

(d) The custodian shall issue and deliver the trust receipt as soon as practicable on the same business day on which the investment security is received.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 434 (S.B. 581), Sec. 1, eff. June 14, 2013.

Sec. 2257.046. BOOKS AND RECORDS OF CUSTODIAN;

INSPECTION. (a) A public entity's custodian shall maintain a separate, accurate, and complete record relating to each pledged investment security and each transaction relating to a pledged investment security.

(b) The comptroller or the public entity may examine and verify at any reasonable time a pledged investment security or a record a custodian maintains under this section. The public entity or its agent may inspect at any time an investment security evidenced by a trust receipt.

(c) The public entity's custodian shall file a collateral report with the comptroller in the manner and on the dates prescribed by the comptroller.

(d) At the request of the appropriate public entity officer, the public entity's custodian shall provide a current list of all pledged investment securities. The list must include, for each pledged investment security:

(1) the name of the public entity;

(2) the date the security was pledged to secure the public entity's deposit;

(3) the Committee on Uniform Security Identification Procedures (CUSIP) number of the security;

(4) the face value and maturity date of the security;
and

(5) the confirmation number on the trust receipt issued by the custodian.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.18, eff. Sept. 1, 1997.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 434 (S.B. 581), Sec. 2, eff. June 14, 2013.

Sec. 2257.047. BOOKS AND RECORDS OF PERMITTED INSTITUTION.

(a) A permitted institution may apply book entry procedures when an investment security held by a custodian is deposited under Section 2257.042.

(b) A permitted institution's records must at all times state the name of the custodian that deposits an investment security in the permitted institution.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.048. ATTACHMENT AND PERFECTION OF SECURITY INTEREST. (a) A security interest that arises out of a depository's pledge of a security to secure a deposit of public funds by a public entity or an institution of higher education, as defined by Section 61.003, Education Code, is created, attaches, and is perfected for all purposes under state law from the time that the custodian identifies the pledge of the security on the custodian's books and records and issues the trust receipt.

(b) A security interest in a pledged security remains perfected in the hands of a subsequent custodian or permitted institution.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER D. AUDITS AND EXAMINATIONS; PENALTIES

Sec. 2257.061. AUDITS AND EXAMINATIONS. As part of an audit or regulatory examination of a public entity's depository or custodian, the auditor or examiner shall:

(1) examine and verify pledged investment securities and records maintained under Section 2257.025 or 2257.046; and

(2) report any significant or material noncompliance with this chapter to the comptroller.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

Sec. 2257.062. PENALTIES. (a) The comptroller may revoke a depository's designation as a state depository for one year if, after notice and a hearing, the comptroller makes a written finding that the depository, while acting as either a depository or a custodian:

(1) did not maintain reasonable compliance with this chapter; and

(2) failed to remedy a violation of this chapter within a reasonable time after receiving written notice of the violation.

(b) The comptroller may permanently revoke a depository's designation as a state depository if the comptroller makes a written finding that the depository:

(1) has not maintained reasonable compliance with this chapter; and

(2) has acted in bad faith by not remedying a violation of this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

Sec. 2257.063. MITIGATING CIRCUMSTANCES. (a) The comptroller shall consider the total circumstances relating to the performance of a depository or custodian when the comptroller makes a finding required by Section 2257.062, including the extent to which the noncompliance is minor, isolated, temporary, or nonrecurrent.

(b) The comptroller may not find that a depository or custodian did not maintain reasonable compliance with this

chapter if the noncompliance results from the public entity's failure to comply with Section 2257.026.

(c) This section does not relieve a depository or custodian of the obligation to secure a deposit of public funds with eligible security in the amount and manner required by this chapter within a reasonable time after the public entity deposits the deposit of public funds with the depository.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

Sec. 2257.064. REINSTATEMENT. The comptroller may reinstate a depository's designation as a state depository if:

(1) the comptroller determines that the depository has remedied all violations of this chapter; and

(2) the depository assures the comptroller to the comptroller's satisfaction that the depository will maintain reasonable compliance with this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

SUBCHAPTER E. EXEMPT INSTITUTIONS

Sec. 2257.081. DEFINITION. In this subchapter, "exempt institution" means:

(1) a public retirement system, as defined by Section 802.001; or

(2) the permanent school fund, as described by Section 43.001, Education Code.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 6.31, eff. Sept. 1, 1997.

Sec. 2257.082. FUNDS OF EXEMPT INSTITUTION. An exempt institution is not required to have its funds fully insured or collateralized at all times if:

(1) the funds are held by:

(A) a custodian of the institution's assets under a trust agreement; or

(B) a person in connection with a transaction related to an investment; and

(2) the governing body of the institution, in exercising its fiduciary responsibility, determines that the institution is adequately protected by using a trust agreement, special deposit, surety bond, substantial deposit insurance, or other method an exempt institution commonly uses to protect itself from liability.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.083. INVESTMENT; SELECTION OF DEPOSITORY. This chapter does not:

(1) prohibit an exempt institution from prudently investing in a certificate of deposit; or

(2) restrict the selection of a depository by the governing body of an exempt institution in accordance with its fiduciary duty.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER F. POOLED COLLATERAL TO SECURE

DEPOSITS OF CERTAIN PUBLIC FUNDS

Sec. 2257.101. DEFINITION. In this subchapter, "participating institution" means a financial institution that

holds one or more deposits of public funds and that participates in the pooled collateral program under this subchapter.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.102. POOLED COLLATERAL PROGRAM. (a) As an alternative to collateralization under Subchapter B, the comptroller by rule shall establish a program for centralized pooled collateralization of deposits of public funds and for monitoring collateral maintained by participating institutions. The rules must provide that deposits of public funds of a county are not eligible for collateralization under the program. The comptroller shall provide for a separate collateral pool for any single participating institution's deposits of public funds.

(b) Under the pooled collateral program, the collateral of a participating institution pledged for a public deposit may not be combined with, cross-collateralized with, aggregated with, or pledged to another participating institution's collateral pools for pledging purposes.

(c) A participating institution may pledge its pooled securities to more than one participating depositor under contract with that participating institution.

(d) The pooled collateral program must provide for:

(1) participation in the program by a participating institution and each affected public entity to be voluntary;

(2) uniform procedures for processing all collateral transactions that are subject to an approved security agreement described by Section 2257.103; and

(3) the pledging of a participating institution's collateral securities using a single custodial account instead of an account for each depositor of public funds.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.103. PARTICIPATION IN POOLED COLLATERAL PROGRAM.

A financial institution may participate in the pooled collateral program only if:

(1) the institution has entered into a binding collateral security agreement with a public agency for a deposit of public funds and the agreement permits the institution's participation in the program;

(2) the comptroller has approved the institution's participation in the program; and

(3) the comptroller has approved or provided the collateral security agreement form used.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.104. COLLATERAL REQUIRED; CUSTODIAN TRUSTEE.

(a) Each participating institution shall secure its deposits of public funds with eligible securities the total value of which equals at least 102 percent of the amount of the deposits of public funds covered by a security agreement described by Section 2257.103 and deposited with the participating institution, reduced to the extent that the United States or an instrumentality of the United States insures the deposits. For purposes of determining whether collateral is sufficient to secure a deposit of public funds, Section 2257.022(b) does not apply to a deposit of public funds held by the participating institution and collateralized under this subchapter.

(b) A participating institution shall provide for the collateral securities to be held by a custodian trustee, on behalf of the participating institution, in trust for the benefit of the pooled collateral program. A custodian trustee must qualify as a custodian under Section 2257.041.

(c) The comptroller by rule shall regulate a custodian trustee under the pooled collateral program in the manner provided by Subchapter C to the extent practicable. The rules must ensure that a custodian trustee depository does not own, is

not owned by, and is independent of the financial institution or institutions for which it holds the securities in trust, except that the rules must allow the following to be a custodian trustee:

- (1) a federal reserve bank;
- (2) a banker's bank, as defined by Section 34.105, Finance Code; and
- (3) a federal home loan bank.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.105. MONITORING COLLATERAL. (a) Each participating institution shall file the following reports with the comptroller electronically and as prescribed by rules of the comptroller:

(1) a daily report of the aggregate ledger balance of deposits of public agencies participating in the pooled collateral program that are held by the institution, with each public entity's funds held itemized;

(2) a weekly summary report of the total market value of securities held by a custodian trustee on behalf of the participating institution;

(3) a monthly report listing the collateral securities held by a custodian trustee on behalf of the participating institution, together with the value of the securities; and

(4) as applicable, a participating institution's annual report that includes the participating institution's financial statements.

(b) The comptroller shall provide the participating institution an acknowledgment of each report received.

(c) The comptroller shall provide a daily report of the market value of the securities held in each pool.

(d) The comptroller shall post each report on the comptroller's Internet website.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.106. ANNUAL ASSESSMENT. (a) Once each state fiscal year, the comptroller shall impose against each participating institution an assessment in an amount sufficient to pay the costs of administering this subchapter. The amount of an assessment must be based on factors that include the number of public entity accounts a participating institution maintains, the number of transactions a participating institution conducts, and the aggregate average weekly deposit amounts during that state fiscal year of each participating institution's deposits of public funds collateralized under this subchapter. The comptroller by rule shall establish the formula for determining the amount of the assessments imposed under this subsection.

(b) The comptroller shall provide to each participating institution a notice of the amount of the assessment against the institution.

(c) A participating institution shall remit to the comptroller the amount assessed against it under this section not later than the 45th day after the date the institution receives the notice under Subsection (b).

(d) Money remitted to the comptroller under this section may be appropriated only for the purposes of administering this subchapter.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.107. PENALTY FOR REPORTING VIOLATION. The comptroller may impose an administrative penalty against a participating institution that does not timely file a report required by Section 2257.105.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.108. NOTICE OF COLLATERAL VIOLATION; ADMINISTRATIVE PENALTY. (a) The comptroller may issue a notice to a participating institution that the institution appears to be in violation of collateral requirements under Section 2257.104 and rules of the comptroller.

(b) The comptroller may impose an administrative penalty against a participating institution that does not maintain collateral in an amount and in the manner required by Section 2257.104 and rules of the comptroller if the participating institution has not remedied the violation before the third business day after the date a notice is issued under Subsection (a).

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.109. PENALTY FOR FAILURE TO PAY ASSESSMENT. The comptroller may impose an administrative penalty against a participating institution that does not pay an assessment against it in the time provided by Section 2257.106(c).

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.110. PENALTY AMOUNT; PENALTIES NOT EXCLUSIVE. (a) The comptroller by rule shall adopt a formula for determining the amount of a penalty under this subchapter. For each violation and for each day of a continuing violation, a penalty must be at least \$100 per day and not more than \$1,000 per day. The penalty must be based on factors that include:

(1) the aggregate average weekly deposit amounts during the state fiscal year of the institution's deposits of public funds;

(2) the number of violations by the institution during the state fiscal year;

(3) the number of days of a continuing violation; and

(4) the average asset base of the institution as reported on the institution's year-end report of condition.

(b) The penalties provided by Sections 2257.107-2257.109 are in addition to those provided by Subchapter D or other law.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.111. PENALTY PROCEEDING CONTESTED CASE. A proceeding to impose a penalty under Section 2257.107, 2257.108, or 2257.109 is a contested case under Chapter 2001.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.112. SUIT TO COLLECT PENALTY. The attorney general may sue to collect a penalty imposed under Section 2257.107, 2257.108, or 2257.109.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.113. ENFORCEMENT STAYED PENDING REVIEW. Enforcement of a penalty imposed under Section 2257.107, 2257.108, or 2257.109 may be stayed during the time the order is under judicial review if the participating institution pays the penalty to the clerk of the court or files a supersedeas bond with the court in the amount of the penalty. A participating institution that cannot afford to pay the penalty or file the bond may stay the enforcement by filing an affidavit in the

manner required by the Texas Rules of Civil Procedure for a party who cannot afford to file security for costs, subject to the right of the comptroller to contest the affidavit as provided by those rules.

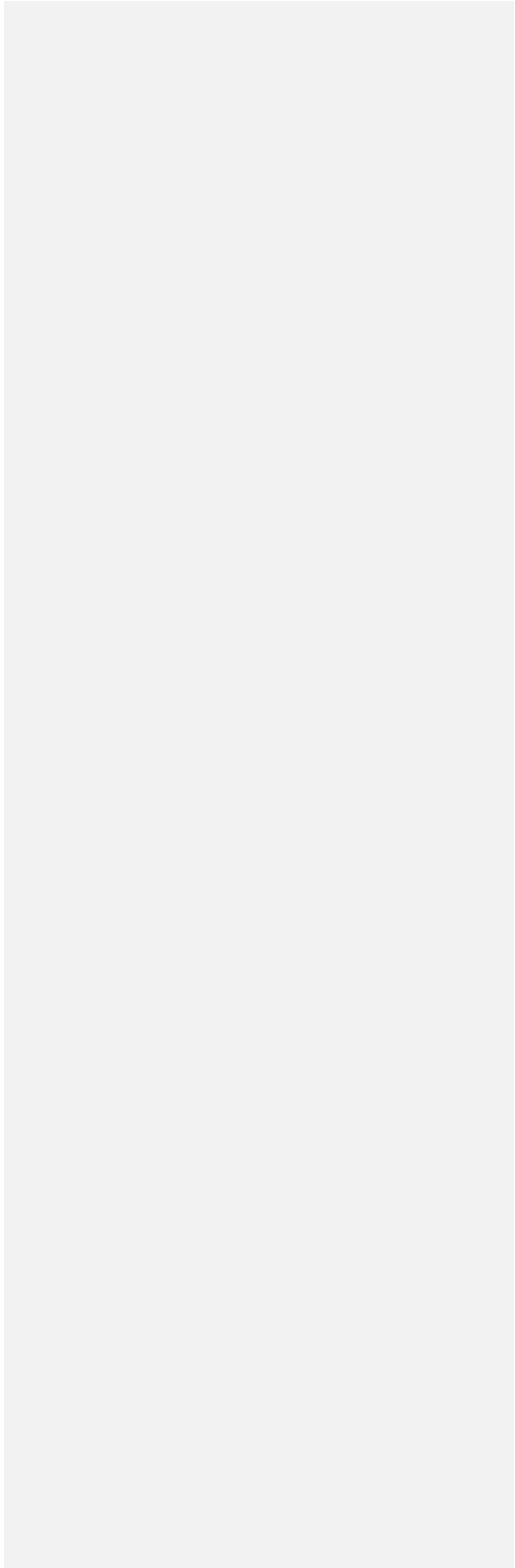
Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.114. USE OF COLLECTED PENALTIES. Money collected as penalties under this subchapter may be appropriated only for the purposes of administering this subchapter.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

APPENDIX C

Resolution Adopting Investment Policy



APPENDIX D

SAMPLE - INVESTMENT POLICY CERTIFICATION FORM

As required by Texas Public Funds Investment Act

TEXAMERICAS CENTER

THE STATE OF TEXAS

COUNTY OF BOWIE

BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed below, who, being by me first duly sworn, upon oath deposed and said:

My name is _____. I am a Qualified Representative of _____ (the "Business Organization"), which is engaged in the business of selling investments and desires to sell investments to the TexAmericas Center (the "Center"), Bowie County, Texas. This Statement is provided to meet the requirements of the Public Funds Investment Act.

I hereby certify that:

1. I have reviewed the Center's Investment Policy;
2. The "Business Organization" has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Center and the Business Organization that are not authorized by the Center's Investment Policy, except to the extent that the Business Organization has not made an analysis of the make-up of the Center's entire portfolio or has not engaged in any interpretation of subjective investment standards or relates to investment transactions of the Center that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority; and
3. The statements, representations and declarations made in this document are true and correct.

Qualified Representative

SWORN TO AND SUBSCRIBED BEFORE ME, this the _____ day of _____, 20_____.

Notary Public in and for the State of Texas



July 22, 2020

To: Investment Committee

Fr: Dick Long

Re: Training Sources and Broker/Dealers

For consideration by the TexAmericas Center:

Independent training sources:

- Government Finance Officers' Association
- Government Finance Officers' Association of Texas
- Government Treasurers' Organization of Texas
- Council of Governments
- University of North Texas Center for Public Management
- American Institute of Certified Public Accountants
- Association of Governmental Accountants

Authorized Broker/Dealer List:

- FHTN Financial
- Raymond James
- Regions Bank
- Samco Capital Markets
- Wells Fargo Securities



RESOLUTION NO. 20200922-07

ACCOUNTING SERVICES AGREEMENT HOLLIDAY, LEMONS AND COX, P.C.

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 was established by resolution of Bowie County and the surrounding cities; and

WHEREAS, TexAmericas Center was established for the purpose of accepting title to the excess personal and real property within the Red River Army Depot and Lone Star Army Ammunitions Plant, and to reuse said property for economic redevelopment purposes; and

WHEREAS, TexAmericas Center Board of Directors deems it necessary to contract with outside financial servicing firms to advise TexAmericas Center regarding issues related to financial reporting and related advising services; and

WHEREAS, the firm of Holliday, Lemons, and Cox, P.C. has the necessary experience to advise TexAmericas Center regarding matters of financial advising and reporting issues;

NOW, THEREFORE, be it resolved by the Board of Directors that the Executive Director/CEO, Scott Norton, shall be and is hereby authorized to execute a contract with Holliday, Lemons and Cox, P.C. on terms substantially the same as those attached hereto.

PASSED and APPROVED this 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: FY21 Engagement Letter

HOLLIDAY, LEMONS & COX, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

September 4, 2020

Mr. Scott Norton
Chief Executive Officer
TexAmericas Center
107 Chapel Lane
New Boston, TX 75570

Dear Scott,

We are pleased to confirm our acceptance and understanding of the services we are to provide for TexAmericas Center for the year ended September 30, 2021.

You have requested that we prepare the financial statements of TexAmericas Center (the Center), which comprise the annual and quarterly balance sheets and the related statements of revenue, expenditures, and changes in fund balance for the year ended September 30, 2021, and perform a compilation engagement with respect to those financial statements. These financial statements will not include statements of cash flows and related notes to the financial statements. In addition, supplementary budgetary schedules will be prepared and presented with the financial statements. Such information is the responsibility of management and will be subject to our compilation engagement. We will not express an opinion, a conclusion, nor provide any assurance on such information.

We will assist your bookkeeper in adjusting the books of accounts with the objective that she will be able to prepare a working trial balance from which financial statements can be prepared. Your bookkeeper will provide us with a detailed trial balance and any supporting schedules we require.

We will be available for financial consultations, as well as committee and board meeting financial presentations.

We will be available for QuickBooks consultation as requested by you, including for new funds, accounts, and activities.

We will provide assistance with the Center's annual budget as requested by you.

We will provide assistance with year end audit workpapers and adjustments, including assistance in preparing the year end financial report and disclosures that may be requested by your audit firm.

2001 MOORES LANE • TEXARKANA, TEXAS 75503 • (903) 823-2727 • FAX (903) 823-2734

WWW.HLCCPAS.COM

AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

AICPA'S PRIVATE COMPANIES PRACTICE SECTION

TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

ARKANSAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

Our Responsibilities

The objective of our engagement is to—

- 1) prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you and
- 2) apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the bookkeeping services, preparing the financial statements, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Center or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America and assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America
- 3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

- 4) The prevention and detection of fraud.
- 5) To ensure that the Center complies with the laws and regulations applicable to its activities.
- 6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7) To provide us with—
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the Center of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping services and the preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Our report will disclose that the Center's management has elected to omit the statement of cash flows and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the statement of cash flows and omitted disclosures were to be included in the financial statements, they might influence the user's conclusions about the Center's financial position, results of operations, and cash flows. Accordingly, the financial statements will not be designed for those who are not informed about such matters.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to obtain our permission to do so.

We are not independent with respect to TexAmericas Center and will disclose that we are not independent in our compilation report.

Other Relevant Information

Troy Lemons, Certified Public Accountant, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

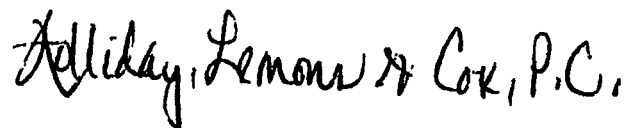
Our services will be billed at hourly rates of \$225 for partner services, \$110 for senior accountant services and \$85 for staff accountant services. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Amounts not paid within 30 days of the invoice date will be subject to a late payment charge of 1.5% per month (18% per year).

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate it with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, or services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Acknowledged:

TexAmericas Center

By: _____

Title: _____



RESOLUTION NO. 20200922-08

AN AGREEMENT WITH JORDAN LAW FIRM FOR LEGAL COUNSEL

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; and

WHEREAS, the Board of Directors deems it necessary to contract with outside legal firms to advise TexAmericas Center regarding various legal matters to include: municipal law, real estate law, employment law and other matters pertaining to the operation of TexAmericas Center, and

WHEREAS, Jordan Law Firm has the necessary experience to advise TexAmericas Center regarding matters of legal liability and other matters pertaining to TexAmericas Center;

NOW, THEREFORE, be it resolved by the Board of Directors that the Executive Director/CEO, Scott Norton, shall be and is hereby authorized to execute a contract with Jordan Law Firm on terms substantially the same as those attached hereto.

PASSED and APPROVED this 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: FY21 Attorney Retainer Agreement

**ATTORNEY RETAINER AGREEMENT
(FY 2021)**

This is an agreement between **TEXAMERICAS CENTER**, hereinafter referred to as "Client," and **JORDAN LAW FIRM, L.L.P.**, Texarkana, Texas, hereinafter referred to as "Attorney," entered into on the date set forth below.

1. **Matter Covered:** Client hereby retains and employs Attorney, and Attorney hereby agrees to represent Client, in connection with the following:
 - A. General representation of TexAmericas Center regarding such matters as may be specifically requested by TexAmericas Center for the period of October 1, 2020, thru September 30, 2021.
 - B. Representation regarding Environmental issues and/or Utility issues pending before the Texas Commission on Environmental Quality, the Texas Railroad Commission and/or the Texas Public Utilities Commission, as may be specifically requested by TexAmericas Center for the period of October 1, 2020, thru September 30, 2021.
2. **Services to Be Performed by Attorney:** Attorney agrees to perform the legal services necessary in representing Client with regard to said matter, including where necessary preparation of documents, negotiation of terms of documents, attending execution of documents and closing of transactions.
3. **Service Not Covered by This Agreement:** No services, other than those described in Paragraph 2, above, are covered by this Agreement.
4. **Fee and Deposit:** The fees owed and due from the Client shall be computed by multiplying the total number of hours expended by Attorney and Attorney's support staff multiplied by the specified hourly rate. Although the Attorney's fees will be based primarily upon time expended, Attorney will also give consideration to the novelty and difficulty of the issues involved in your representation, the skill required to perform the task properly, the result obtained and any time limitations imposed by the Client or by circumstances of the case.

Attorney and Attorney's support staff will charge and bill to client on a periodic basis at Attorney's option fees for services based upon the hourly rate in effect. The current rates are as follows:

A. For services performed pursuant to Section 1.A above:

\$315.00	per hour for Raymond W. Jordan's time;
\$275.00	per hour for Phillip W. Jordan's time; and
\$90.00-\$115.00	per hour for support staff while performing paralegal or legal assistant duties.

B. For services performed pursuant to Section 1.B above:

\$340.00	per hour for Raymond W. Jordan's time;
\$300.00	per hour for Phillip W. Jordan's time; and
\$90.00-115.00	per hour for support staff while performing paralegal or legal assistant duties.

Client understands that Attorney's time includes conferences, correspondences, telephone conversations, email communications, voice mail communications, facsimile communications, research, preparation of pleadings and/or documents, Court appearances, travel time and all time incurred by Attorney and Attorney's support staff in representing Client. The minimum unit of time for any service is .25 hour.

Attorney requires an initial retainer of \$(waived). Responsibility to provide legal services will be accepted and work will begin when Attorney receives said initial retainer. The retainer will be deposited into the firm's client funds account and applied against Attorney's final invoice. Client will be refunded any unused portion of the retainer or billed for any sums owed after the retainer is applied to the final invoice.

Periodically Attorney will provide you with a statement of our fee for services calculated at the prevailing rates of Attorney's personnel who are involved in your representation.

Client agrees to pay Attorney's statements within thirty (30) days of their date. Any statement not paid within that thirty (30) day period will be overdue and may be assessed a late charge on the total unpaid balance of fees, expenses, costs and disbursements at the rate of 0.83333% per month (10.00 annual percentage rate). All late charges are due and payable on the first day of each subsequent thirty (30) day period. In the event that it should become necessary to retain an Attorney to collect any fee, expense or costs under this agreement, you agree to pay any Attorneys' fees and costs incurred regardless of whether suit is filed or not.

5. **Costs and Expenses:** At all stages of the proceedings, Client agrees to pay all costs, expenses and disbursements incurred by Attorney and reasonably required for handling Client's case. This includes, without limitation, filing fees, service fees, charges for depositions, investigators, copying of documents, jury fees, fees for expert witnesses and consultants, other witness fees, facsimile charges of \$0.75 per page, computerized legal research and lien search fees, long distance telephone charges, delivery fees, postage, travel expenses, and food and lodging outside of Texarkana, Texas.

In the event Client fails to pay any of the costs and disbursements aforesaid, Attorney may (but is not obligated to) advance and pay same on Client's behalf. Any such advanced payments shall be repaid to Attorney by client upon demand, and without regard to the outcome of the legal action on Client's behalf.

6. **Attorney's Lien:** Client hereby grants Attorney a lien on Client's claim and any cause of action filed thereon to secure payment to Attorney of all sums due under this Agreement for legal services rendered and costs advanced, if any.
7. **Attorney's Right to Withdraw:** Attorney reserves the right to withdraw at any time, if in his opinion, it will not be feasible to proceed in this matter.
8. **Association of Counsels:** Client hereby grants Attorney authority to associate other Attorneys to work with Attorney in the representation of Client. Client acknowledges that the decision of which other Attorneys, if any, to be associated shall be made by Attorney. Fees paid to associated Attorneys shall be paid by Client upon the same terms as provided herein. Client acknowledges that the association of other Attorneys to assist in the handling of Client's case will be made for purposes of acquiring expertise and/or additional resources to prosecute or defend the case in the best interest of the Client.
9. **Copy Received by Client:** Client acknowledges receipt of a copy of this Agreement concurrently with Client's execution thereof.
10. **Performance of Agreement:** This Agreement is performable in Bowie County, Texas. Client hereby consents to the jurisdiction and venue of any competent court sitting in Bowie County, Texas for adjudication of any claims arising from this Agreement. This Agreement

shall be construed in accordance with the laws of the State of Texas.

Entered into at Texarkana, Texas, this 22nd day of September, 2020.

ATTORNEY

CLIENT

JORDAN LAW FIRM, L.L.P.

TEXAMERICAS CENTER

By: _____
Raymond W. Jordan
#4 Woodmont Crossing
Texarkana, Texas 75503
(903) 831-6656 Telephone
(903) 223-8598 Facsimile

By: _____
Scott Norton, Exec. Director/CEO
107 Chapel Lane
New Boston, Texas 75570
(903) 223-8491 Telephone
(903) 223-8742 Facsimile

NOTICE TO CLIENTS

Texas law requires that all attorneys provide their clients with the following notice about the existence of the attorney grievance process: "The State Bar of Texas investigates and prosecutes profession misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call 1-800-932-1900. This is a toll-free telephone call."



RESOLUTION NO. 20200922-09

**AN AGREEMENT WITH GARRITY AND KNISELY, PLLC LAW FIRM FOR BRAC
RELATED LEGAL COUNSEL**

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, the Board of Directors deems it necessary to contract with outside legal firms to advise TexAmericas Center regarding issues related to military base realignment and closure and environmental law, and

WHEREAS, Garrity and Knisely, PLLC Law Firm has the unique and necessary experience to advise TexAmericas Center regarding matters of military base realignment and closure and environmental law and other matters pertaining to TexAmericas Center;

NOW, THEREFORE, be it resolved by the Board of Directors of TexAmericas Center that the Executive Director/CEO, Scott Norton, shall be and is hereby authorized to execute a contract with Garrity and Knisely, PLLC Law Firm, for legal services on terms substantially the same those attached hereto.

PASSED and APPROVED this 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: FY21 Letter of Engagement

Garrity and Knisely, PLLC
Attorney-at-Law
30 Howard Street, Unit 30-3
Somerville, Massachusetts 02144
david@garrityknisely.com
617.413.1411

August 24, 2020

Mr. Scott Norton
Executive Director
TexAmericas Center
107 Chapel Lane
New Boston, TX 75570

RE: Letter of Engagement - Garrity and Knisely, PLLC

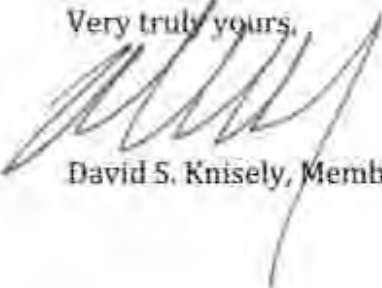
Dear Scott:

Garrity and Knisely, PLLC, is pleased to submit this proposed Letter of Engagement to TexAmericas Center ("TAC"). Garrity and Knisely, PLLC, agrees to provide legal services as requested by TAC in relation to environmental, property transfer and related base closure issues regarding the acquisition and ownership by TAC of portions of the Lone Star Army Ammunition Plant ("Lone Star") and the Red River Army Depot ("RRAD"). Legal services will be provided on an as-needed basis as directed by TAC.

David S. Knisely will be the Member responsible for providing services to TAC. Garrity and Knisely, PLLC, proposes to charge TAC at the hourly rate of \$275 per hour plus direct expenses (copying, travel, etc.) during fiscal year 2021.

If the above terms are satisfactory, please confirm as specified below. I appreciate the opportunity to work with you on this project.

Very truly yours,



David S. Knisely, Member

TexAmericas Center

By _____
Scott Norton, Executive Director



RESOLUTION NO.20200922-10

A PROFESSIONAL SERVICES AGREEMENT WITH MCWILLIAMS GOVERNMENTAL AFFAIRS CONSULTANTS

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 has a need to acquire a professional services contract to assist in governmental affairs and communication; and

WHEREAS, McWilliams Governmental Affairs Consultants has the necessary experience and expertise to advise TexAmericas Center regarding relevant services; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that the Executive Director/CEO is authorized to enter into a professional services contract with McWilliams Governmental Affairs Consultants to provide governmental communications services on the terms of agreement attached hereto.

PASSED AND APPROVED THIS 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: FY21 Consulting Service Agreement



CONSULTING SERVICES AGREEMENT

This agreement is made and entered into this 1st day of October 2020 by and between **McWilliams Governmental Affairs Consultants**, whose principal office is located at 1220 Colorado, Suite 100, Austin, Texas, (hereinafter referred to as the "Consultant"), and **TexAmericas Center**, a political subdivision of the State of Texas, having an office located at 107 Chapel Lane, New Boston, Texas 75570 (hereinafter referred to as "Client").

Whereas, Consultant has offered services to the Client and the Client has determined to purchase such services from Consultant as are described below in accordance with the terms set forth herein.

Now, therefore, in consideration of the foregoing premises, the parties hereby agree as follows:

I. SCOPE OF SERVICES

Consultant hereby agrees to perform the following consulting and government relations services in the State of Texas for the Client:

- a) Consultant will monitor, track and analyze legislation, administrative rules and committee activity as directed by Client. Consultant will provide intelligence-gathering services as directed by the Client. Consultant will promptly report legislative or administrative activity that could affect the Client either positively or adversely.
- b) Consultant will serve as a general strategic resource and assist the Client in developing government relations and economic development strategies including, but not limited to, support for grant acquisition from a variety of programs, Texas Military Preparedness Commission interaction and tracking as the Governor's office of Economic Development and Tourism assumes new staff responsibility, intermodal facility development at Lone Star Ammunition Plant in conjunction with the Texas Department of Transportation Comprehensive Development Agreement with Zachry American Infrastructure and the pursuit of data storage opportunities with the City of San Antonio and the Cyber Command.
- c) Consultant will lobby in support or in opposition to legislation, rules, policies or programs that may affect the Client including drafting proposed legislation, appearing as an advocate before members of the executive and legislative branch and presenting information to the legislature or state government.

I. SCOPE OF SERVICES (continued)

- d) Consultant will work with trade associations and other entities sharing the Client's

interests with, and only with, the express direction of the Client.

- e) Consultant will inform the Client about political occurrences in election campaigns significant to the Client's interests.
- f) Consultant will monitor changes in state lobbying and reporting law and advise the Client of those changes in a timely manner.
- g) As appropriate and as mutually agreed by both parties, this Agreement can be amended to allow Consultant to perform such other services as may be in the best interests of the Client.
- h) Consultant will meet with Client representatives at reasonable times and in mutually agreed locations.
- i) Consultant warrants that consultant has or will establish the necessary facilities to enable consultant to carry out the responsibilities listed herein.
- j) Consultant shall not seek, obtain, or disclose to the Client any information considered by a third party to be proprietary and/or confidential to that third party, except as otherwise agreed by that third party.
- k) In conformity with the provision in the Section below entitled "Conflict of Interest", Consultant hereby represents that she has not, and agrees that she will not during the term of this Agreement, without prior written consent of the Client, enter into any agreements to represent in any manner or capacity other entities in a similar capacity to that described herein relating to the subject matter of this Agreement.

II. CONFLICT OF INTEREST

The parties hereby recognize and acknowledge that, pursuant to the laws of the State of Texas, a registered lobbyist may represent multiple clients with the client's consent after disclosure and consideration of the possible effects of that representation on the Consultant's professional judgment. Pursuant to said laws, Consultant hereby confirms, and the Client hereby acknowledges that Consultant does not currently represent any clients that would constitute a conflict of interest to the work contemplated to be performed by Consultant hereunder.

III. TERMS, WARRANTIES AND REPRESENTATIONS

Consultant agrees to the following terms and makes the following warranties:

- a) Consultant will perform all duties in a timely and professional manner and will abide by all state laws. Consultant will engage in no illegal or unethical activities when engaged in activities on behalf of the Client.
- b) Consultant will comply with all applicable federal, state and local laws including those governing gifts and political contributions.
- c) If Consultant's activities warrant registration under Chapter 305 of the Texas Government Code, Consultant will properly register and maintain registration throughout the duration of this Agreement. Consultant will fully comply with all legal requirements necessary to perform lobbying and government relations

services for the Client. Consultant shall provide to Client a copy of its registration under Section 305.026, Texas Government Code

IV. REGISTRATION AND REPORTING

If applicable, Consultant is responsible for registering and filing all reports with federal, state and local governments which may be required by law or regulation in connection with Consultant's activities on behalf of the Client. Such reports must be filed in an accurate and timely manner at Consultant's expense. To the extent Client must file any similar reports, Consultant will provide all necessary information and assistance to the Client, in a timely manner, to enable the Client to comply with this filing and registration requirements.

V. COMPENSATION, CONSIDERATION AND TERM OF CONTRACT

- a) In consideration for the services provided, the Client will pay Consultant a monthly sum of **\$3,333.33** per month for services commencing the 1st day of **October 2020** through the 30th day of **September 2021**.
- b) Consultant shall submit monthly invoices no later than the second Monday following the month for which the invoice is submitted.
- c) The Client will not pay any additional expenses unless agreed to by a representative of the Client.
- d) The term of this agreement shall be for a period of **12 months, ending the 30th day of September 2021**. However, upon mutual agreement of both parties, this agreement may be cancelled at any time with 90 days written notice.

VI. CLIENT CONFIDENTIAL INFORMATION

Consultant agrees for herself and on behalf of all employees and agents of Client, that with respect to any data, documents or other writings supplied by the Client to Consultant and identified as proprietary or confidential information (hereinafter referred to as "Confidential Information"):

- a) To use such Confidential Information only in Consultant's performance under this Agreement;
- b) Not to make copies of such Confidential Information or any part thereof without the written permission of the Client;
- c) Not to disclose any such Confidential Information or any part thereof to others for any purpose;
- d) To limit dissemination of such Confidential Information to persons within Consultant's employ who are directly involved in Consultant's performance under this Agreement and have a need to use such Confidential Information for purposes of such performance only; and
- e) To return such Confidential Information and any copies thereof to the Client at the completion of all services under this Agreement or at such earlier date as the Client may designate.

Confidential Information shall include, but is not limited to, all written documentation which is required to be delivered under this Agreement or which is delivered pursuant to the Agreement.

VII. CORRUPT GIFTS AND THE PAYMENT OF COMMISSION

Consultant shall not offer or give or agree to give any person employed by Client, or any official or employee of the State of Texas, any gift, commission, rebate or consideration

of any kind as inducement or reward for doing, influencing or carrying out any act or for showing any favor or disfavor to any person or persons in relation to the Consultant's actions on behalf of Client under this Agreement. Breach of this Section may render the Consultant, and/or agents liable to punishment by law.

VIII. PUBLIC RELEASE OF INFORMATION

Consultant shall obtain the prior written approval of the Client concerning the content and timing of news releases, articles, brochures, advertisements, speeches and other information releases concerning the work performed or to be performed hereunder by Consultant. Consultant agrees to give the Client reasonable advance time for review of any materials submitted to the Client for approval.

IX. NATURE OF PROFESSIONAL RELATIONSHIP

Consultant is an independent contractor and the Agreement shall not be construed or interpreted to create an association, partnership, joint venture, relation of principal and agent or employer and employee between the Client and Consultant within the meaning of federal, state or local law. Consultant shall not enter into any agreement, oral or written, on behalf of the Client without the express written approval of the Client.

X. LIMITATION ON LIABILITY

EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY CONSULTANT, IN NO EVENT WILL THE CONSULTANT BE LIABLE FOR SPECIAL, COLLATERAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS, LOSS OF USE, INTERRUPTIONS OF BUSINESS, AND CLAIMS OF CUSTOMERS).

EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY CONSULTANT, CONSULTANT'S TOTAL AGGREGATE CONTRACTUAL OR TORTIOUS LIABILITY OWING TO CLIENT UNDER THIS AGREEMENT, INCLUDING LIABILITIES OF WHATSOEVER NATURE AND HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR AT LAW SHALL IN NO CIRCUMSTANCE EXCEED THE AMOUNT PAID TO CONSULTANT BY CLIENT FOR THE SERVICES TO BE PERFORMED HEREUNDER.

XI. GENERAL

- a) Consultant agrees that the work performed under this Agreement, including the services provided, shall comply with all applicable permits and licenses and the requirements of all applicable laws, regulations and standards.
- b) Consultant shall not assign or delegate this Agreement or any of its rights, duties or obligations thereunder to any person or entity without prior written approval of the Client.
- c) The terms of this Agreement constitute the final and entire agreement between the parties and no prior or contemporaneous representations, expressions or agreements, either written or oral, shall vary or supplement the terms of this Agreement. The terms of this Agreement shall not be supplemented or contradicted by course of dealing, usage of trade or course of performance under this or other contracts.
- d) Amendments to the Agreement shall be in writing and signed by both Parties.

In witness whereof, the parties hereto have affixed their signatures on the date(s) specified below.

TexAmericas Center
(Client)

McWilliams Governmental Affairs
(Consultant)

By _____
Title _____
Date _____

By Dean McCue
Title Principal
Date 9/2/20

Consulting Services Agreement-2021



RESOLUTION NO. 20200922-11

**A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH MTG
ENGINEERS AND SURVEYORS**

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, MTG Engineers and Surveyors has the necessary experience and expertise to submit design and engineering services to TexAmericas Center regarding relevant services; and

WHEREAS, TexAmericas Center has determined this firm to be qualified to perform these services;

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and he is here by authorized to enter into a professional service contract with MTG Engineers and Surveyors to provide engineering and design services for TexAmericas Center on terms substantially the same as attached hereto.

PASSED AND APPROVED THIS 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

ATTACHED: FY21 Professional Services Agreement



**PROFESSIONAL SERVICES AGREEMENT
(Engineer)**

This Agreement between **TexAmericas Center** (hereinafter referred to as "Client") and **MTG ENGINEERS & SURVEYORS, INC.** (hereinafter referred to as "Engineer") is effective as of the **1st day of October, 2020**. The parties agree as follows:

WHEREAS, the Client desires to engage ENGINEER to provide general civil engineering and land surveying services; and

WHEREAS, ENGINEER desires to render certain services as described in authorized work orders as may be hereafter issued and has the experience and staff to perform those services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. Services. The Client hereby agrees to engage ENGINEER, and ENGINEER hereby agrees to perform certain services for the Client as agreed upon from time to time. Such services shall be set forth in individual work orders as may be hereafter authorized in writing by the Client and accepted by ENGINEER. The terms and conditions of this Agreement shall apply to each Work Order, except to the extent expressly modified by the Work Order.

Section 2. Client's Responsibilities. The Client agrees to provide ENGINEER with all existing data, plans, and other information in the Client's possession which are necessary for the performance of Services as well as right of entry for ENGINEER's personnel and all necessary equipment to the site(s). The Client further agrees to provide any additional data, plans, or other information as may be specified in authorized work orders.

Section 3. Standard of Care and Warranty. ENGINEER agrees that its Services will be performed with that level of professional care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and circumstances. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE.** ENGINEER will not be responsible for the interpretation or use by persons or entities other than Client of data developed by ENGINEER.

Section 4. Safety. ENGINEER is responsible for the safety on site of its own employees. This provision shall not be construed to relieve Client or any of its vendors, or other contractors from their responsibility for maintaining a safe worksite. Neither the professional services of ENGINEER, nor the presence of ENGINEER's employees and subcontractors shall be construed to imply ENGINEER has any responsibility for any activities on site performed by personnel other than ENGINEER's employees or subcontractors.

Section 5. Time of Performance. ENGINEER agrees to perform the Services within schedules as set forth in authorized work orders. ENGINEER shall not be responsible for delays in the work caused by Client or its agents, consultants, or contractors. Standby or non-productive time for

delays in our work caused by Client will be charged as work time unless provided for as a separate item in the work order.

Section 6. Compensation. For ENGINEER's performance and completion of all services, Client shall compensate as specified in authorized work orders. Such rates include labor, overhead, expenses, and profit.

Section 7. Payment. ENGINEER shall invoice Client for Services performed on a monthly basis. Each invoice is due on presentation, is payable in the Bowie County, Texas, and is past due thirty (30) days from invoice date. Client agrees to pay interest equal to one percent (1%) plus the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year, or the next day thereafter if July 1 falls on a Saturday or Sunday. Invoices for Services performed on a time-and-materials basis will be submitted showing labor (hours worked) and total expenses. If requested by the Client, documentation will be provided by ENGINEER at the cost of providing such documentation including labor and copying costs. Any attorneys' fees, court costs, collection fees or other costs incurred in collecting any uncontested delinquent amounts shall be paid by Client.

Payment of the fees provided for in this Contract are subject to the availability of annual appropriations by the Client, which is a political subdivision of the State of Texas. Client shall use its best efforts to obtain and appropriate funds for payment of the sums due ENGINEER under this Agreement.

Section 8. Notices. Communications from the Client shall be to ENGINEER's designated project manager or principal-in-charge of the work. Oral communications shall be confirmed in writing. Communications from ENGINEER to Client shall be to Client's Executive Director.

Section 9. Cost Estimates. All cost estimates provided in association with services, either prior to accomplishment or during same, are based on a scope of services provided with same. It is expressly understood by Client and ENGINEER that any change to said scope of services, may directly impact the cost of same. In the event that significant changes in scope are requested by Client, ENGINEER shall notify Client in writing of the potential increase in costs associated with same and provide additional work orders as needed to address same.

Section 10. Confidentiality. ENGINEER shall maintain as confidential and not disclose to others without Client's prior written consent, all information obtained from Client, not otherwise previously known to ENGINEER in the public domain, as Client expressly designates in writing to be "Confidential." The provisions of this paragraph shall not apply to information in whatever form which (i) is published or comes into the public domain through no fault of ENGINEER, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

Section 11. Independent Contractor. ENGINEER's relationship with the Client under this Agreement shall be that of independent contractor. The employees, methods, equipment, and facilities used by ENGINEER shall at all times be under its exclusive direction and control, and the Client shall not exercise control over ENGINEER except insofar as may be necessary to ensure

performance and compliance with this Agreement.

Section 12. Insurance. ENGINEER agrees to purchase and maintain at its own expense the following insurance in amounts not less than specified herein:

<u>TYPE OF INSURANCE</u>	<u>COVERAGE AMOUNTS</u>
Worker's Compensation Insurance	statutory
Employer Liability Insurance	\$1,000,000.00
General Liability Insurance	\$1,000,000.00 per occurrence/per aggregate
Automobile Liability Insurance	\$1,000,000.00 per occurrence/per aggregate
Professional Liability Insurance	\$1,000,000.00 per occurrence/per aggregate

Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, ENGINEER agrees to reimburse the Client for any damages sustained by the client which are covered by ENGINEER's insurance to the extent of the limitations and exclusions contained within said insurance policies.

Client agrees to purchase and maintain at its own expense, general liability insurance in an amount necessary to provide coverage for sums up to the limit of Client's liability under the Texas Tort Claims Act.

Section 13. Indemnification. ENGINEER shall defend, indemnify, and hold the Client harmless from and against any claim asserted by any person or entity (other than an officer, director, employee or agent of Client) arising out of (i) ENGINEER's negligence or (ii) ENGINEER's breach of any obligation or responsibility imposed on it by the provisions of this Agreement, subject to the limitations and exclusions contained herein in Sections 12.

Section 14. Provided ENGINEER has been paid for its services, Client shall have the right to use the documents, photographs, drawings and specifications resulting from ENGINEER'S services. Reuse of any such materials by Client on any other project without the written authorization of ENGINEER shall be at Client's sole risk. ENGINEER shall have the right to retain copies of all such information and materials.

Section 15. Disputes. If a dispute arises relating to the performance of the Services covered by this Agreement, and legal or other costs are incurred, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, court costs, attorney's fees, and other claim-related expenses.

Section 16. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination, ENGINEER shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Section 17. No Waiver. The failure of a party to enforce strictly any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced.

Section 18. Choice of Law. This Agreement is deemed to be made under and shall be construed according to the laws of the State of Texas. Venue for any litigation arising out of this Agreement shall be in the District Court of Bowie County, Texas.

Section 19. Successors and Assignments. The Client and ENGINEER each binds itself and its successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; provided, however, neither party may assign this agreement or its duties and obligations hereunder without the prior written consent of the other party.

Section 20. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 21. Entire Agreement. This Agreement, including work orders authorized hereunder, constitutes the entire agreement between the parties hereto and it supersedes all prior or contemporaneous agreements, whether oral or written, with respect to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound. This Agreement is effective as of the date referenced above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two counterparts (each of which is an original) by their duly authorized representatives as of the date shown below.

TEXAMERICAS CENTER

By: _____

Title: Executive Director/CEO

Date: _____

MTG ENGINEERS & SURVEYORS, INC.

By: David A. Williams

Title: PROJECT MANAGER

Date: 8/4/2020



**MTG ENGINEERS & SURVEYORS
CIVIL *** ENVIRONMENTAL *** SURVEYING
2021 HOURLY RATE SCHEDULE**

CATEGORY	CODE	SERVICE DESCRIPTION/CLASSIFICATION	CHARGE UNITS	CHARGE RATE
ENGINEERS ASSOCIATES, & E.I.T.s	PE1	PROFESSIONAL ENGINEER 1(PRINCIPAL)	HOUR	\$ 206.70
	PE2	PROFESSIONAL ENGINEER 2 (PRINCIPAL)	HOUR	\$ 186.00
	PE3	PROFESSIONAL ENGINEER 3 (ASSOCIATE)	HOUR	\$ 136.50
	PE4	PROFESSIONAL ENGINEER 4	HOUR	\$ 134.70
	EIT1	ENGINEER-IN-TRAINING 1	HOUR	\$ 117.20
	EIT2	ENGINEER-IN-TRAINING 2	HOUR	\$ 108.20
GIS, DESIGN & CAD TECHNICIANS	GT	GIS TECHNICIAN	HOUR	\$ 84.90
	DT	DESIGN TECHNICIAN	HOUR	\$ 82.60
	CT	CAD TECHNICIAN	HOUR	\$ 69.20
ADMINISTRATIVE & DOCUMENTS	AP	ADMINISTRATIVE PROFESSIONAL	HOUR	\$ 71.20
	DP	DOCUMENT PROCESSING	HOUR	\$ 61.60
RPLS, SURVEY TECHNICIANS AND SURVEY CREWS	LS	REGISTERED PUBLIC LAND SURVEYOR	HOUR	\$ 112.70
	ST1	SURVEY TECHNICIAN 1	HOUR	\$ 79.30
	ST2	SURVEY TECHNICIAN 2	HOUR	\$ 65.10
	SC	SURVEY CREW *	HOUR	\$ 136.70
CAE, CAD & DOCUMENT WORK STATIONS	CAE	COMPUTER AIDED ENGINEER WORK STATION	HOUR	\$ 10.00
	CAD	COMPUTER AIDED DRAFTER WORK STATION	HOUR	\$ 6.80
	DOC	COMPUTER AIDED DOCUMENT WORK STATION	HOUR	\$ 2.40
PLOTTING, COPYING & SCANNING	SMP	SMALL MEDIA MONO (<11X17)	SHEET	\$ 0.28
	MMP	MEDIUM MEDIA MONO (11X17)	SHEET	\$ 0.55
	LMP	LARGE MEDIA MONO (22X34)	SHEET	\$ 5.40
	SPC	SMALL MEDIA COLOR (<11X17)	SHEET	\$ 1.30
	MPC	MEDIUM MEDIA COLOR(11X17)	SHEET	\$ 4.40
	LPC	LARGE MEDIA COLOR (22X34)	SHEET	\$ 11.90
SUPPORT VEHICLES	2WV	2 WHEEL DRIVE VEHICLE	MILE	Govt Rate
	4WV	4 WHEEL DRIVE VEHICLE	MILE	Govt + \$.05
	RTV	ROUGH TERRAIN VEHICLE	DAY	\$ 104.00
	BT	BOAT	DAY	\$ 125.00

* Crew is fully equipped with survey equipment which, on an as-needed basis, may include Network Connected (cellular) GPS, Robotic Total Stations, Electronic Data Collectors, Auto-Levels, Crew Truck and standard equipment.



WORK ORDER NUMBER 2021-1

PROJECT NAME: FY 2021 GENERAL ENGINEERING SUPPORT

SERVICES: GENERAL ENGINEERING SUPPORT

LOCATION: TEXAMERICAS CENTER

WORK ORDER DESCRIPTION

This Work Order Number 2021-1, approved and signed this ____ day of _____, 2020, supplements and is an attachment to the Professional Services Agreement effective the 1st day of October, 2020 between TexAmericas Center (Client) and MTG Engineers & Surveyors, Inc. (Engineer) to provide authorization to ENGINEER to provide the services described herein associated with the FY 2021 GENERAL ENGINEERING SUPPORT Project (Project) in Bowie County, Texas.

SCOPE

The Scope of Services under this Work Order Number 2021-1 is that generally described as follows:

- A. Provide engineering support as needed to support the goals and mission of the Client.
- B. Provide engineering support for the infrastructure such as streets and buildings owned and maintained by the client.
- C. Provide engineering support for the environmental programs on an as needed basis.

TERMS AND CONDITIONS

- A. Client shall pay, and ENGINEER agrees to accept as full compensation for the services to be performed under this Contract, fees as outlined herein. All Estimates performed using this Project Rate Schedule are subject to revision or adjustment only if mutually agreed to

in writing between the parties; subject, however to the limitations and requirements set forth in subparagraph D below.

- B. In the event that services requested by Client exceed the statements, provisions and assumptions as described herein, ENGINEER shall provide additional Work Order requests to Client in a timely fashion.
- C. Invoices shall be submitted to Client on a monthly basis for the services rendered in the previous month in accordance with the rates Professional Services Agreement dated October 1, 2020. Client shall remit payment for such invoiced amounts within 30 days of receipt of the invoice.
- D. Compensation for services rendered in accomplishment of basic engineering services shall be made to the Engineer on a time and materials basis. The invoice will contain a performance report that contains: 1) narrative description of significant task accomplishments during the invoice period; and 2) significant tasks anticipated to occur during the invoicing period. The maximum compensation amount which shall be rendered to the Engineer for such basic engineering services under the provisions of Attachment 1 and as defined in this work order shall not exceed \$25,000.00 without prior written authorization by Client.

WORK ORDER EXECUTION

Except as modified or supplemented herein, all requirements of Professional Services Agreement effective the 1st day of October, 2020, between CLIENT and ENGINEER remain in full force and effect.

TEXAMERICAS CENTER

MTG ENGINEERS & SURVEYORS, INC

By: _____

Name: Scott Norton

Title: Executive Director/CEO

Date: _____

By: David A. Williams

Name: David Williams, P.E.

Title: Project Manager

Date: September 9, 2020



WORK ORDER NUMBER 2021-2

PROJECT NAME: PROPERTY SALES & MARKETING SUPPORT

SERVICES: PROPERTY SALES & MARKETING SUPPORT

LOCATION: TEXAMERICAS CENTER

WORK ORDER DESCRIPTION

This Work Order Number 2021-2, approved and signed this ____ day of _____, 2020, supplements and is an attachment to the Professional Services Agreement effective the 1st day of October, 2020 between TexAmericas Center (Client) and MTG Engineers & Surveyors, Inc. (Engineer) to provide authorization to ENGINEER to provide the services described herein associated with the PROPERTY SALES AND MARKETING SUPPORT Project (Project) in Bowie County, Texas.

SCOPE

The Scope of Services under this Work Order Number 2021-2 is that generally described as follows:

- A. Provide engineering, GIS and surveying support related to property sales and marketing support.
- B. Represent and support Client in the development of marketing presentations and site data development to respond to requests for information and provide land use planning support.
- C. Support Client through the performance of other tasks as assigned.

TERMS AND CONDITIONS

- A. Client shall pay, and ENGINEER agrees to accept as full compensation for the services to be performed under this Contract, fees as outlined herein. All Estimates performed using this Project Rate Schedule are subject to revision or adjustment only if mutually agreed to

in writing between the parties; subject, however to the limitations and requirements set forth in subparagraph D below.

- B. In the event that services requested by Client exceed the statements, provisions and assumptions as described herein, ENGINEER shall provide additional Work Order requests to Client in a timely fashion.
- C. Invoices shall be submitted to Client on a monthly basis for the services rendered in the previous month in accordance with the rates Professional Services Agreement dated October 1, 2020. Client shall remit payment for such invoiced amounts within 30 days of receipt of the invoice.
- D. Compensation for services rendered in accomplishment of basic engineering services shall be made to the Engineer on a time and materials basis. The invoice will contain a performance report that contains: 1) narrative description of significant task accomplishments during the invoice period; and 2) significant tasks anticipated to occur during the invoicing period. The maximum compensation amount which shall be rendered to the Engineer for such basic engineering services under the provisions of Attachment 1 and as defined in this work order shall not exceed \$100,000.00 without prior written authorization by Client.

WORK ORDER EXECUTION

Except as modified or supplemented herein, all requirements of Professional Services Agreement effective the 1st day of October, 2020, between CLIENT and ENGINEER remain in full force and effect.

TEXAMERICAS CENTER

MTG ENGINEERS & SURVEYORS, INC

By: _____

Name: Scott Norton

Title: Executive Director/CEO

Date: _____

By: David A. Williams

Name: David Williams, P.E.

Title: Project Manager

Date: September 9, 2020



RESOLUTION NO. 20200922-12

RESOLUTION AUTHORIZING CONTRACT FOR PROFESSIONAL GEO TECHNICAL SERVICES TO Ettl ENGINEERS AND CONSULTANTS

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, Ettl Engineers and Consultants has the necessary experience and expertise to provide construction materials testing and geotechnical engineering services to TexAmericas Center regarding relevant services; and

WHEREAS, TexAmericas Center has determined this firm to be qualified to perform these services;

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and he is here by authorized to enter into a professional service contract with Ettl Engineers and Consultants to provide geo technical services for TexAmericas Center on terms substantially the same as attached hereto.

PASSED AND APPROVED THIS 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: FY21 Professional Services Agreement



**PROFESSIONAL SERVICES AGREEMENT
(Engineer)**

This Agreement between **TexAmericas Center** (hereinafter referred to as "Client") and **ETTL Engineers & Consultants, Inc.** (hereinafter referred to as "Engineer") is effective as of the 1st day of **October, 2020**. The parties agree as follows:

WHEREAS, the Client desires to engage ENGINEER to provide general civil engineering and land surveying services; and

WHEREAS, ENGINEER desires to render certain services as described in authorized work orders as may be hereafter issued and has the experience and staff to perform those services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. Services. The Client hereby agrees to engage ENGINEER, and ENGINEER hereby agrees to perform certain services for the Client as agreed upon from time to time. Such services shall be set forth in individual work orders as may be hereafter authorized in writing by the Client and accepted by ENGINEER. The terms and conditions of this Agreement shall apply to each Work Order, except to the extent expressly modified by the Work Order.

Section 2. Client's Responsibilities. The Client agrees to provide ENGINEER with all existing data, plans, and other information in the Client's possession which are necessary for the performance of Services as well as right of entry for ENGINEER's personnel and all necessary equipment to the site(s). The Client further agrees to provide any additional data, plans, or other information as may be specified in authorized work orders.

Section 3. Standard of Care and Warranty. ENGINEER agrees that its Services will be performed with that level of professional care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and circumstances. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE.** ENGINEER will not be responsible for the interpretation or use by persons or entities other than Client of data developed by ENGINEER.

Section 4. Safety. ENGINEER is responsible for the safety on site of its own employees. This provision shall not be construed to relieve Client or any of its vendors, or other contractors from their responsibility for maintaining a safe worksite. Neither the professional services of ENGINEER, nor the presence of ENGINEER's employees and subcontractors shall be construed to imply ENGINEER has any responsibility for any activities on site performed by personnel other than ENGINEER's employees or subcontractors.

Section 5. Time of Performance. ENGINEER agrees to perform the Services within schedules as set forth in authorized work orders. ENGINEER shall not be responsible for delays in the work caused by Client or its agents, consultants, or contractors. Standby or non-productive time for

delays in our work caused by Client will be charged as work time unless provided for as a separate item in the work order.

Section 6. Compensation. For ENGINEER's performance and completion of all services, Client shall compensate as specified in authorized work orders. Such rates include labor, overhead, expenses, and profit.

Section 7. Payment. ENGINEER shall invoice Client for Services performed on a monthly basis. Each invoice is due on presentation, is payable in the Bowie County, Texas, and is past due thirty (30) days from invoice date. Client agrees to pay interest equal to one percent (1%) plus the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year, or the next day thereafter if July 1 falls on a Saturday or Sunday. Invoices for Services performed on a time-and-materials basis will be submitted showing labor (hours worked) and total expenses. If requested by the Client, documentation will be provided by ENGINEER at the cost of providing such documentation including labor and copying costs. Any attorneys' fees, court costs, collection fees or other costs incurred in collecting any uncontested delinquent amounts shall be paid by Client.

Payment of the fees provided for in this Contract are subject to the availability of annual appropriations by the Client, which is a political subdivision of the State of Texas. Client shall use its best efforts to obtain and appropriate funds for payment of the sums due ENGINEER under this Agreement.

Section 8. Notices. Communications from the Client shall be to ENGINEER's designated project manager or principal-in-charge of the work. Oral communications shall be confirmed in writing. Communications from ENGINEER to Client shall be to Client's Executive Director.

Section 9. Cost Estimates. All cost estimates provided in association with services, either prior to accomplishment or during same, are based on a scope of services provided with same. It is expressly understood by Client and ENGINEER that any change to said scope of services, may directly impact the cost of same. In the event that significant changes in scope are requested by Client, ENGINEER shall notify Client in writing of the potential increase in costs associated with same and provide additional work orders as needed to address same.

Section 10. Confidentiality. ENGINEER shall maintain as confidential and not disclose to others without Client's prior written consent, all information obtained from Client, not otherwise previously known to ENGINEER in the public domain, as Client expressly designates in writing to be "Confidential." The provisions of this paragraph shall not apply to information in whatever form which (i) is published or comes into the public domain through no fault of ENGINEER, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

Section 11. Independent Contractor. ENGINEER's relationship with the Client under this Agreement shall be that of independent contractor. The employees, methods, equipment, and facilities used by ENGINEER shall at all times be under its exclusive direction and control, and the Client shall not exercise control over ENGINEER except insofar as may be necessary to ensure

performance and compliance with this Agreement.

Section 12. **Insurance.** ENGINEER agrees to purchase and maintain at its own expense the following insurance in amounts not less than specified herein:

<u>TYPE OF INSURANCE</u>	<u>COVERAGE AMOUNTS</u>
Worker's Compensation Insurance	statutory
Employer Liability Insurance	\$1,000,000.00
General Liability Insurance	\$1,000,000.00 per occurrence/per aggregate
Automobile Liability Insurance	\$1,000,000.00 per occurrence/per aggregate
Professional Liability Insurance	\$1,000,000.00 per occurrence/per aggregate

Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, ENGINEER agrees to reimburse the Client for any damages sustained by the client which are covered by ENGINEER's insurance to the extent of the limitations and exclusions contained within said insurance policies.

Client agrees to purchase and maintain at its own expense, general liability insurance in an amount necessary to provide coverage for sums up to the limit of Client's liability under the Texas Tort Claims Act.

Section 13. **Indemnification.** ENGINEER shall defend, indemnify, and hold the Client harmless from and against any claim asserted by any person or entity (other than an officer, director, employee or agent of Client) arising out of (i) ENGINEER's negligence or (ii) ENGINEER's breach of any obligation or responsibility imposed on it by the provisions of this Agreement, subject to the limitations and exclusions contained herein in Sections 12.

Section 14. Provided ENGINEER has been paid for its services, Client shall have the right to use the documents, photographs, drawings and specifications resulting from ENGINEER'S services. Reuse of any such materials by Client on any other project without the written authorization of ENGINEER shall be at Client's sole risk. ENGINEER shall have the right to retain copies of all such information and materials.

Section 15. **Disputes.** If a dispute arises relating to the performance of the Services covered by this Agreement, and legal or other costs are incurred, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, court costs, attorney's fees, and other claim-related expenses.

Section 16. **Termination.** This Agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination, ENGINEER shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Section 17. **No Waiver.** The failure of a party to enforce strictly any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced.

Section 18. Choice of Law. This Agreement is deemed to be made under and shall be construed according to the laws of the State of Texas. Venue for any litigation arising out of this Agreement shall be in the District Court of Bowie County, Texas.

Section 19. Successors and Assignments. The Client and ENGINEER each binds itself and its successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; provided, however, neither party may assign this agreement or its duties and obligations hereunder without the prior written consent of the other party.

Section 20. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 21. Entire Agreement. This Agreement, including work orders authorized hereunder, constitutes the entire agreement between the parties hereto and it supersedes all prior or contemporaneous agreements, whether oral or written, with respect to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound. This Agreement is effective as of the date referenced above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two counterparts (each of which is an original) by their duly authorized representatives as of the date shown below.

TEXAMERICAS CENTER

By: _____

Title: Executive Director/CEO

Date: _____

ETTL ENGINEERS & CONSULTANTS, INC.

By: *William Fleet*

Title: President

Date: August 14, 2020

ETTL CONSTRUCTION MATERIALS TESTING SCHEDULE OF CHARGES FOR
LABORATORY AND FIELD SERVICES SOILS AND BASE MATERIALS
January 2020

Field Compaction Testing and Inspection

Technician Time for inspection during the placement of select fill and/or base materials. Portal to portal (2hr Minimum).	\$ 50.00/Hour
Technician Time Drill Pier Inspection or Auger Cast Piles. Portal to portal (2hr Minimum).	\$ 50.00/Hour
Perform in-place moisture-density tests:	
Nuclear Equipment Method – C002	\$ 15.00/Each
Cone Penetrometer – C141	\$ 25.00/Each
Pulverization - Gradation of lime-treated soil per TxDOT Item 260 - C005	\$ 25.00/Each
Sampling soils or aggregates from stockpile, borrow pit or project site	2 hour Minimum
<u>Laboratory Tests</u>	
Atterberg Liquid Limit, Plastic Limit, and Plasticity Index Determinations (Single Point) – C007	\$ 45.00/Each
Atterberg Liquid Limit, Plastic Limit, and Plasticity Index Determinations (Three Points)	\$ 85.00/Each
Moisture Content, Laboratory Measured – C009	\$ 8.00/Each
Bar Linear Shrinkage – C011	\$ 30.00/Each
Base Depth Checks – C138	\$ 10.00/Each
Sieve Analysis, Slaked and Washed: Soils and/or Base Material through No. 40 Sieve – C012	\$ 65.00/Each
Hydrometer Analysis (ASTM D422) – C014	\$ 200.00/Each
Double Hydrometer Analysis	\$ 325.00/Each
Flexible Wall Permeability (ASTM D5084) – C023	\$ 250.00/Each
Constant Head Permeability (ASTM D2434) – C040	\$ 250.00/Each
Pin Hole Test	\$ 250.00/Each
Percent Passing No. 200 Sieve by Decantation - C015	\$ 35.00/Each
Absorption – C061	\$ 35.00/Each
Specific Gravity – C018	\$ 55.00/Each

Establish Optimum Moisture-Density Relationship (Proctor),
Soils or Soils and Aggregates:

Standard Effort
ASTM D 698 or AASHTO T-99 – C019 \$ 165.00/Each

Modified Effort
ASTM D 1557, CE-55 or AASHTO T-180 – C020 \$ 175.00/Each

Texas State Department of Highways and Public
Transportation (Tex 113-E) – C021 \$ 285.00/Each

Texas State Department of Highways and Public
Transportation (Tex 114-E) – C026 \$ 195.00/Each

California Bearing Ratio (CBR), including molding:

Laboratory Tested Soils and Aggregates,
per specimen (Minimum of 3 points) – C027 \$ 165.00/Point

Field in-place CBR By Quote

Texas State Department of Highways and Public Transportation
Triaxial Test Series (Tex 117-E), Part 2 - C030 \$1,950.00/Each

Los Angeles Abrasion – C031 \$ 195.00/Each

Texas State Department of Highways and Public
Transportation Wet Ball Mill (Tex 116-E) - C032 \$ 195.00/Each

Sample Prep. (processing or crushing soils or base) - C016H \$ 50.00/Hour

Strength and Durability of Cement Stabilized Soil:

Molding Specimens for Compression – C093 \$ 45.00/Each
Curing and Testing of Compression Specimens \$ 30.00/Each

Wet-Dry Test, ASTM D 559 or AASHTO T-135,
per specimen By Quote

Freeze-Thaw Test, ASTM D 560
or AASHTO T-136, per specimen By Quote

Soil PH (TxDOT Method Tex-128-E) \$ 50.00/Each

Soil Sulfate Contents (TxDOT Method Tex-145-E) \$ 100.00/Each

Laboratory and Inspection Personnel

Personnel	
Principal Engineer	\$ 185.00/Hour
Project Engineer	\$ 165.00/Hour
Project Manager	\$ 95.00/Hour
Technician - Regular Time	\$ 50.00/Hour
Technician - Overtime	\$ 75.00/Hour
TxDOT Certified Technician	\$ 60.00/hour
TxDOT Certified Technician - Overtime	\$ 90.00/hour
AHTD Certified Technician	\$ 60.00/Hour
AHTD Certified Technician - Overtime	\$ 90.00/Hour
Drafting	\$ 65.00/Hour
Per Diem (Food & Lodging not to exceed)	\$ 165.00/Day
Mileage: Round Trip (Pick Up Truck Only) No mileage charge for projects within the city limits of our office)	\$ 0.65/mile

Note: 0.2 Review & Signature will be invoiced per report.

Note: Any Technician time incurred before 7:00 am and after 5:00 pm, weekends or in excess of 8 hours in a day will be invoiced at overtime rate (as shown above).

ETTL CONSTRUCTION MATERIALS TESTING SCHEDULE OF CHARGES FOR
LABORATORY AND FIELD SERVICES CONCRETE & MASONRY MATERIALS

January 2020

Mix Inspection

Technician Time for inspection at point of placement. Includes casting of cylinders, cubes or specimens. Portal to portal (2hr Minimum)	\$ 50.00/Hour
Temperature of concrete	No charge
Slump test	No charge
Air Content of fresh concrete when making cylinders or beams – C048D	\$ 30.00/Day
Unit weight of fresh concrete when making cylinders or beams – C048D	\$ 30.00/Day
Site Curing of Concrete Samples for Initial Field Cure Per ACI & ASTM (if required or requested by client)	\$1,750.00/Unit

Concrete Compressive Test Cylinders & Flexural Strength Test Beams

Cylinders

Testing cylinders made in connection with concrete mix inspection – C049	\$ 17.50/Each
Testing cylinders made by others and received f.o.b. Laboratory - C050	\$ 19.50/Each
Picking up and transporting cylinders	2 hr min.
"Hold" or "Spare" cylinders processed but not tested	At Above Applicable Rate

Beams

Testing beams made in connection with concrete mix inspection - C057	\$ 35.00/Each
"Hold" or "Spare" beams processed but not tested - C057	\$ 35.00/Each

Provide confirmatory mix design using aggregates with previously determined physical properties, including 6 confirmatory cylinders or 3 confirmatory beams – C055 By Quote

Provide mix design using aggregates with new physical properties, including 6 confirmatory cylinders or 3 confirmatory beams By Quote

Laboratory Tests of Aggregates

Sieve Analysis (Dry Method) – C058 \$ 50.00/Each

Sieve Analysis (Washed Method) – C059 \$ 65.00/Each

Specific Gravity – C018 \$ 55.00/Each

Unit Weight – C048 \$ 30.00/Each

Absorption – C061 \$ 35.00/Each

Sand Equivalency \$ 100.00/Each

Percent finer than 200 sieve (decantation) – C015 \$ 35.00/Each

Organic impurities in sand – C062 \$ 45.00/Each

Deleterious Materials \$ 45.00/Each

Clay lumps and friable particle count – C064 \$ 45.00/Each

Lightweight pieces count – C065 \$ 45.00/Each

Flat or elongated particles count – C066 \$ 45.00/Each

Moisture content, laboratory measured – C009 \$ 6.00/Each

Los Angeles abrasion wear test – C031 \$ 185.00/Each

Sulfate Soundness Test:
Five Cycles – C067 \$ 575.00/Each

Each Additional Cycle – C068 \$ 85.00/Each

Crushing and Special Preparation of sample for Los Angeles abrasion wear test and/or Sulfate Soundness Test, if required \$ 50.00/Hour

Concrete Moisture – Vapor Emissions Test
and PH (Plus Tech Time) – C009V \$ 45.00/Each

Floor Flatness/Levelness (Dip-Stick)

Certified Field Technician \$ 60.00/Hour
Equipment Usage \$ 0.03/per sf

Concrete Coring and Related Services

Coring Pavement:

Thickness up to 6 inches, per inch of diameter by
per inch of depth - C069I \$ 2.00/Inch

Thickness over 6 inches, per inch of diameter by
per inch of depth – C070 \$ 2.25/Inch

Additional charge for coring machine, generator, and one
technician \$ 60.00/Hour

Additional Technician, if required \$ 50.00/Hour

Curing, capping, and testing cores – C074 \$ 20.00/Each

Sawing core ends, per end - C075 \$ 8.00/Each

Soiltest Model CT 200 or CT 320 concrete test hammer – C077 \$ 50.00/Set

Brick and Concrete Masonry Units

Absorption of Brick:

Cold Water (per set of 5) – C078 \$ 110.00/Each

Boiling Water (per set of 5) – C079 \$ 110.00/Each

Compressive strength of brick, per specimen – C081 \$ 85.00/Each

Absorption of masonry block, per block By Quote

Compressive strength of masonry block, per block \$ 135.00/Each

Masonry Prism Tests \$ 135.00/Each

Compressive strength of grout specimens – C084 \$ 35.00/Each

Compressive strength of mortar cubes – C085 \$ 25.00/Each

Laboratory and Inspection Personnel

Personnel:

Principal Engineer	\$ 185.00/Hour
Project Engineer	\$ 165.00/Hour
Project Manager	\$ 95.00/Hour
Technician - Regular Time	\$ 50.00/Hour
Technician - Overtime	\$ 75.00/Hour
TxDOT Certified Technician	\$ 60.00/hour
TxDOT Certified Technician - Overtime	\$ 90.00/hour
AHTD Certified Technician	\$ 60.00/Hour
AHTD Certified Technician - Overtime	\$ 90.00/Hour
Drafting	\$ 65.00/Hour
Per Diem (Food & Lodging not to exceed)	\$ 165.00/Day
Mileage: Round Trip (Pick Up Truck Only) No mileage charge for projects within the city limits of our office)	\$ 0.65/mile

Note: 0.2 Review & Signature will be invoiced per report.

Note: Any Technician time incurred before 7:00 am or after 5:00 pm, weekends or in excess of 8 hours in a day will be invoiced at overtime rate (as shown above).

ETTL CONSTRUCTION MATERIALS TESTING SCHEDULE OF CHARGES
FOR LABORATORY AND FIELD SERVICES BITUMINOUS MATERIALS

January 2020

Asphalt Paving Mix Inspection

Continuous inspection prior to and during the placement and compaction of asphalt concrete. Includes temperature and thickness measurements of mixture before compaction. Portal to portal (2 hr Minimum)	\$ 50.00/Hour
Asphaltic concrete pavement coring – C087	\$ 25.00/Each
Laboratory measured density of pavement cores – C089	\$ 25.00/Each
Rolling Pattern (two locations per pattern) – C135	\$ 35.00/Each

Laboratory Testing of Paving Mixtures

Molding test specimens (3 per set) – C093	\$ 60.00/Set
Density and percent voids of lab molded specimens (3 per set) – C094	\$ 45.00/Set
Sand equivalent – C096	\$ 100.00/Each
Extraction (Burn Off Oven – percent of asphalt cement and aggregate gradation) – C102	\$ 165.00/Each
Marshall stability (three specimens per set) – C098	\$ 75.00/Set
Marshall flow value (three specimens per set) – C099	\$ 25.00/Set
Maximum specific gravity of paving mix (Rice Method) – C100	\$ 45.00/Each
Specific gravity of aggregates for asphaltic concrete – C018	\$ 55.00/Each

Sieve Analysis/Gradation of aggregates for asphaltic concrete mix designs – C097 \$ 65.00/Each

Patch Core Holes – C136 \$ 10.00/Each

Laboratory and Inspection Personnel

Personnel

Principal Engineer \$ 185.00/Hour

Project Engineer \$ 165.00/Hour

Project Manager \$ 95.00/Hour

Technician - Regular Time \$ 50.00/Hour

Technician - Overtime \$ 75.00/Hour

TxDOT Certified Technician \$ 60.00/hour

TxDOT Certified Technician - Overtime \$ 90.00/hour

AHTD Certified Technician \$ 60.00/Hour

AHTD Certified Technician - Overtime \$ 90.00/Hour

Drafting \$ 65.00/Hour

Per Diem (Food & Lodging not to exceed) \$ 165.00/Day

Mileage: Round Trip (Pick Up Truck Only) No mileage charge for projects within the city limits of our office) \$ 0.65/mile

Note: 0.2 Review & Signature will be invoiced per report.

Note: Any Technician time incurred before 7:00 am and after 5:00 pm, weekends or in excess of 8 hours in a day will be invoiced at overtime rate (as shown above).

ETTL CONSTRUCTION MATERIALS TESTING SCHEDULE OF CHARGES
FOR LABORATORY & FIELD SERVICES STEEL/ROOFING/MISCELANEOUS
January 2020

Steel Field Inspections

Certified Welding Inspector (CWI) – C124	\$ Cost plus 18%
Ultrasonic Weld Inspection	\$ Cost plus 18%
X-Ray Weld Inspection	\$ Cost plus 18%
Bolt Inspection	\$ 60.00/Hour
Use of Skidmore/Wilhelm for Bolt Calibration	\$ 135.00/Day
Nelson Stud Inspection	\$ 60.00/Hour

Fire Proofing Inspection

Thickness of Fireproofing	By Quote
Density of Fireproofing	By Quote
Bond Strength of Fireproofing	By Quote

Roof Field Inspections

Visual Roof Inspection	By Quote
Roof Cut (Does not include repair of roof)	By Quote
Infrared Survey	By Quote
Sieve Analysis of Ballast	\$ 65.00/Each

Personnel

Personnel

Principal Engineer	\$ 185.00/Hour
Project Engineer	\$ 165.00/Hour
Project Manager	\$ 95.00/Hour
Technician - Regular Time	\$ 50.00/Hour
Technician - Overtime	\$ 75.00/Hour
Drafting	\$ 65.00/Hour
Per Diem (Food & Lodging not to exceed)	\$ 165.00/Day
Mileage: Round Trip (Pick Up Truck Only) No mileage charge for projects within the city limits of our office)	\$ 0.65/mile

Note: 0.2 Review & Signature will be invoiced per report.

Note: Any time incurred before 7:00am and after 5:00pm, weekends or in excess of 8 hours in a day will be invoiced at overtime rates of 1.5 times the hourly fee.



ETTL Engineers & Consultants Inc.

GEOTECHNICAL * MATERIALS * ENVIRONMENTAL * DRILLING * LANDFILLS

**SCHEDULE OF CHARGES FOR FIELD, LABORATORY AND OFFICE SERVICES
GEOTECHNICAL INVESTIGATIONS
2020 - 2021**

FIELD OPERATIONS	
Hollow Stem Auger, Flight Auger or Mud Rotary drilling for soils	
- Depths of 0 - 25 feet	\$12.50 /ft
- Depths of 26 - 50 feet	\$14.50 /ft
- Depths of 50-100 feet	\$16.50 /ft
- Depths of 100-150 feet	\$18.50 /ft
- Grouting with cement-Bentonite	\$8.00 /ft
Sampling for 3-inch diameter undisturbed (Shelby soil sampling)/Standard Penetration Test (SPT)	N/C /Ea
3" Diameter two foot long Shelby Tube with Caps	\$30.00 /Ea
Sampling for Texas Cone Penetration Test	\$25.00 /Ea
Rock Coring (additional cost to soil drilling)	\$20.00 /ft
Set-up and takedown moving between boring locations	N/C /Ea
Rental equipment for water, access or rigging	Cost +15%
Drilling or sampling not listed above	By Quote
Drilling equipment with two-man crew:	\$225.00 /Hr
Drilling equipment with three-man crew:	\$325.00 /Hr
Supplemental personnel	
- Field Superintendent	\$65.00 /Hr
- Crew man	\$50.00 /Hr
Monitoring water levels	\$50.00 /Hr
Mobilization & demobilization of drilling rig and crew:	
- From and to Tyler, TX	\$4.50 /Mi
- Minimum charge lump sum	\$450.00 /Trip
Surveying of boring locations and/or elevations	Cost + 15%
Subsistence, per man-day	Cost + 15%
Travel to & from jobsite:	
- Pickup truck or automobile	\$0.65 /Mi
- Drilling crew personnel	\$50.00 /Hr
- Crew Truck	\$75.00 /Day
Miscellaneous expendable supplies and expenses, including Shelby tubes, containers,	Cost + 15%
Casing of boring, through overburden for soil sampling and coring, per foot	By Quote
Standby and/or rigging time (3 man crew)	\$225.00 /Hr
Slug Test	By Quote
Pumping Test	By Quote
55 gallon steel drums	\$55.00 /Ea
Disposable bailers	\$20.00 /Ea

LABORATORY TESTING		
Atterberg liquid and plastic limits (single point) (ASTM D4318)	\$45.00	/Ea
Atterberg liquid and plastic limits (three point) (ASTM D4318)	\$70.00	/Ea
Atterberg liquid and plastic limits (four point) (USACE)	\$80.00	/Ea
Percent passing No. 200 sieve (ASTM D1140)	\$25.00	/Ea
Sieve analysis (washed through No. 200) (ASTM D6913) Without hydrometer	\$65.00	/Ea
Hydrometer Analysis (ASTM D422) - assumed specific gravity	\$150.00	/Ea
Double Hydrometer (ASTM D4221)	\$300.00	/Ea
Moisture content (ASTM D7263)	\$10.00	/Ea
Unit Weight Dry density (ASTM D2166)	\$30.00	/Ea
Specific gravity (ASTM D854)	\$65.00	/Ea
Permeability		
- (ASTM D5084) Falling Head, Rising Tail	\$250.00	/Ea
- (ASTM D2434) Constant Head	\$200.00	/Ea
Pinhole Test (ASTM D4647)	\$250.00	/Ea
Crumb Test (ASTM D6572)	\$50.00	/Ea
*Sample will need to be 2"x2" compacted specimen or re-molded proctor and sample		
Unconfined compression-maximum stress, per specimen (ASTM D2166)	\$75.00	/Ea
Unconfined Compression Test Rock (ASTM D7012)	\$125.00	/Ea
Preparing Rock Core for Testing (ASTM D4543)	\$95.00	/Ea
Triaxial Shear: (ASTM D2850)		
- Unconsolidated-undrained, per specimen	\$125.00	/Ea
- Unconsolidated-undrained, multiple stage		By Quote
Triaxial Shear: (ASTM D4767)		
- Consolidated-undrained, per specimen	\$400.00	/Ea
- Consolidated-undrained, per series (3 specimens)	\$1,200.00	/Ea
- Consolidated-drained, per specimen		By Quote
Direct Shear, per point (ASTM D3080)		
-Clays (3 point test)	\$750.00	/Ea
-Sands (3 point test)	\$600.00	/Ea
Consolidation (ASTM D2435) - 10 load cycles with rebound	\$500.00	/Ea
Swell / Colapse of Soils (ASTM D4546) - restrain/free swell	\$100.00	/Ea
Remolding or special preparation of samples	\$45.00	/Ea
Optimum Moisture-Density Relationship (TEX-114-E - Standard Proctor)	\$185.00	/Ea
Optimum Moisture-Density Relationship (TEX-113-E - Base Proctor)	\$325.00	/Ea
California Bearing Ratio Test (laboratory tested soils & aggregates per specimen)	\$165.00	/Point
Lime PI Series (ASTM D4318)	\$200.00	/Ea
TxDot Triaxial Test (TEX-117-E)	\$1,500.00	/Ea
Colormetric Sulfate Test (TEX 145-E)	\$50.00	/Ea
Chloride & Sulfate Test (TEX 620-J)	\$100.00	/Ea
Water Soluable pH in Soils (TEX 128-E)	\$35.00	/Ea
Field Conductivity Test to determine Sulfates (Tex-146-E)	\$120.00	/Ea
Field Resistivity		By Quote
Extruding Soil Sample in Laboratory	\$15.00	/Ea
PPE Level D Mod (Disposal Coveralls and Gloves)	\$25.00	/Person/Dy
PPE Level C	\$100.00	/Person/Dy
Air Monitoring		By Quote
Waste Characterization		By Quote
Sample preparation (dry, grind, sieve)	\$17.50	/Ea
soil pH (Black, C.A. Method 62-1.3)	\$12.50	/Ea

LABORATORY TESTING, Conitued		
Acid/Base Accounting (ABA) ABA=N.P. - (P.A. + E.A.)	\$6.00	/Ea
Neutralization Potential (N.P.)	\$12.50	/Ea
Potential Acidity (P.A.)	\$6.00	/Ea
Exchangeable Acidity (E.A.)	\$12.50	/Ea
Sulfur, Total (LECO)	\$20.00	/Ea
Sulfur, Sulfate (LECO)	\$20.00	/Ea
Sulfur, Pyritic (LECO)	\$20.00	/Ea
Sulfur, Organic (LECO)	\$10.00	/Ea
Texture (sand, silt, and clay) hydrometer method	\$30.00	/Ea
Cation Exchange Capacity (CEC) USDA Handbook 60, Method 19	\$30.00	/Ea
Available Nitrogen (Texas Ag Extension Service)	\$15.00	/Ea
Available Phosphorus (Texas Ag Extension Service)	\$12.00	/Ea
Available Potassium (Texas Ag Extension Service)	\$12.00	/Ea
Available Calcium (Texas Ag Extension Service)	\$12.00	/Ea
Available Magnesium (Texas Ag Extension Service)	\$12.00	/Ea
Lime (USDA Handbook 60, Method 23C)	\$15.00	/Ea
Fertility (Fertilizer Recommendation)	\$15.00	/Ea
Dynamic Cone Penetrometer	\$25.00	/Ea

ENGINEERING, GEOLOGICAL and TECHNICAL SERVICES		
Principal Consultant	\$200.00	/Hr
Principal Engineer, P.E.	\$165.00	/Hr
Project Engineer, EIT	\$145.00	/Hr
Senior Geologist, P.G.	\$135.00	/Hr
Geologist	\$125.00	/Hr
Logger	\$85.00	/Hr
Supervisory Technician	\$85.00	/Hr
Laboratory Technician	\$70.00	/Hr
Testimony for Legal Proceedings (including standby time)	1.7 * Standard Rate	
Drafting	\$75.00	/Hr
Clerical	\$65.00	/Hr
Travel Mileage (automobile)	\$0.65	/Mi
Travel, Commercial Carrier		Cost + 15%
Subsistence		Cost + 15%
OUTSIDE SERVICES		
Specialty Consultant		By Quote
Other outside services		Cost + 15%



RESOLUTION NO. 20200922-13

RESOLUTION AUTHORIZING CONTRACT FOR PROFESSIONAL FOREST AND HUNTING MANAGEMENT SERVICES TO KINGWOOD FORESTRY 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, Kingwood Forestry Services, Inc. has the necessary experience and expertise to provide Forest and Hunting Management services to TexAmericas Center; and

WHEREAS, TexAmericas Center has determined this firm to be qualified to perform these services;

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and he is here by authorized to enter into a professional service contract with Kingwood Forestry Services, Inc. to provide Forest and Hunting Management services for TexAmericas Center on terms substantially the same as attached hereto.

PASSED AND APPROVED THIS 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: FY21 Agreement for Services

P.O. Box 5887
4414 Galleria Oaks
Texarkana, TX 75505
(903)831-5200
FAX 1-903-831-9988
E-mail: texarkana@kingwoodforestry.com



Other Kingwood Locations:
P.O. Box 1290
145 Greenfield Drive
Monticello, AR 71657
(870)367-8567
FAX 1-870-367-8424

P.O. Box 64
No. 4 Executive Circle
Arkadelphia, AR 71923
(870)246-5757
FAX 1-870-246-3341

September 2, 2020

Scott Norton
TexAmericas Center
107 Chapel Ln.
New Boston, TX 75570

Re: Proposal for Timber and Hunting Management Services

Dear Scott,

Thank you for the opportunity to submit a proposal for Timber and Hunting Management services for TexAmericas Center. We have a long and successful working relationship with TexAmericas on timber management, and we appreciate the continued opportunity to work with you. See the proposed pricing below for timber and hunting management services:

Timber management: Since we have performed the services in the past, I'm using the exact text out of our previous agreement for services and including it below is the list of services to be provided. Our proposed fee is 7% of the timber sale income, payable as income is received.

1. Sale of Timber: Both parties hereto recognize there are many factors involved in the decision to sell timber which are outside of silvicultural considerations. **KINGWOOD** shall make recommendations to the **OWNER** with respect to the timing and the extent of timber sales but it shall be the exclusive right of the **OWNER** to determine both the timing of sales and the products and volumes to be sold. Upon direction of the **OWNER**, **KINGWOOD** shall designate the timber to be sold, advertise timber sales to appropriate prospective buyers, solicit purchase offers or bids from the buyers, and prepare timber sale contracts to be executed between the **OWNER** and the successful buyer. All sales will be made in the name of **OWNER**, and the **OWNER** reserves the right to accept or reject any or all bids or offers for said sales.
2. Management: **KINGWOOD** shall make prudent management and silvicultural recommendations to **OWNER** for the purpose of long term timber production and recreational hunting from said lands and, upon direction of the **OWNER**, **KINGWOOD** shall designate the areas to receive silvicultural treatments, prepare maps and contracts and supervise contract compliance of activities as needed. **KINGWOOD** shall negotiate contracts and will often include activities with other clients to gain volume discounts on silvicultural activities. All contracts will be made between contractor and **OWNER**.
3. Communications with the **OWNER** to review forest conditions and plans for forest management and to report on progress of all activities relating to forest management.

4. GIS Service: **KINGWOOD** shall provide GIS database management of TAC-E tract and TAC-W tracts in the Silvics software owned by Kingwood as changes are made to stand shapes. Excluded from this service are post-harvest inventories and growing volumes on an annual basis to project future anticipated volumes.

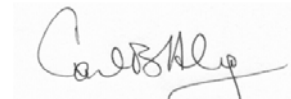
Hunting Lease Management: Kingwood currently manages over 100,000 acres of hunting leases. Our fee structure for hunting lease management is 10% of the total lease income.

Services we would provide for hunting management include:

1. Establishing hunting lease blocks as requested by TAC.
2. Insurance is purchased by Kingwood and each hunting club pays a pro-rata share, approximately \$0.15 per acre, so clubs are not responsible to provide their own insurance. This insures 100% Insurance compliance.
3. Collection and distribution of hunting lease funds on an annual basis.
4. Notification to affected hunting clubs of Timber management activities that might affect their hunting lease.
5. Problem solving and dispute resolution.
6. Coordination with local TPWD game wardens.

If you have any questions as it relates to this proposal, don't hesitate to contact me. I appreciate the continued opportunity to provide you with our services.

Respectfully submitted,



Carl B. Herberg, R.F., A.C.F.



AGREEMENT FOR SERVICES

This Agreement is made by and between TexAmericas Center, a political subdivision of the State of Texas, hereinafter referred to as "TAC" and **Kingwood Forestry Services, Inc.**, hereinafter referred to as "**Consultant**" and is effective as of the date opposite the signature of the later party to sign this Agreement.

Recitals

TAC is a political subdivision of the State of Texas and serves as the local reuse authority for the redevelopment of property in Bowie County, Texas, received from the United States Department of the Army pursuant to the provisions of the Defense Base Closure and Realignment Act of 1990, as amended; and

WHEREAS, **TAC** desires to engage the services of the **Consultant**, as an independent contract and not as an employee, to assist **TAC** in performing its redevelopment responsibilities on the terms and conditions provided in this Agreement;

NOW, THEREFORE, **TAC** engages the services of the **Consultant**. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

1. Term. This Agreement is for a period of 1 (one) year, commencing on **October 1, 2020**. It may be terminated by either party by giving 30 days' written notice to the other party. **Consultant** will be paid the "Fee" for any activities in progress at time notice is given.
2. Services. The services to be rendered by the Consultant to TAC consist of the following:
 1. Sale of Timber: Both parties hereto recognize there are many factors involved in the decision to sell timber which are outside of silvicultural considerations. **Consultant** shall make recommendations to **TAC** with respect to the timing and the extent of timber sales but it shall be the exclusive right of **TAC** to determine both the timing of sales and the products and volumes to be sold. All sales will be made in the name of **TAC**, and **TAC** reserves the right to accept or reject any or all bids or offers for said sales.
 2. Management: **Consultant** shall make prudent management and silvicultural recommendations to **TAC** for the purpose of long term timber production and recreational hunting from said lands and, upon direction of the **TAC**, **Consultant** shall designate the areas to receive silvicultural treatments, prepare maps and contracts and supervise contract compliance of activities as needed. All contracts will be made between contractor and **TAC**.
 3. Communications with TAC to review forest conditions and plans for forest management and to report on progress of all activities relating to forest management.

4. Other services as agreed to by the parties. Services shall be provided by **Consultant** pursuant to Work Orders issued by **TAC** and approved by **Consultant**.

It is understood and agreed that **Consultant** is an independent contractor and is not an employee of **TAC**. **Consultant** shall not act as an employee of **TAC** and shall not enter into any contracts or agreements on behalf of **TAC**. Any contracts that need to be negotiated on behalf of **TAC** shall be presented to **TAC** for its approval and execution. Nothing contained in this Agreement is intended, nor shall it be construed, to create a partnership or joint venture between the parties hereto or to render either party liable or responsible for the debts or obligations of the other.

3. Professional Services. **TAC** is retaining the professional services of **Consultant**, and **Consultant** may not engage the services of any agents, assistants, persons or corporations to provide the services stated herein without the prior written consent, and upon written terms as approved by **TAC**.

4. Fee. For **Consultant's** performance and completion of all services, **TAC** shall compensate **Consultant** as specified in authorized work orders. Such rates include labor, overhead, expenses, and profit.

5. Devotion of Time. The **Consultant** will devote the time that is reasonably necessary for a satisfactory performance of **Consultant's** duties under this Agreement.

6. Entire Agreement. This Agreement constitutes the sole and only agreements of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

7. Assignment. Neither this Agreement nor any duties or obligations may be assigned by **Consultant** without the written consent of **TAC**. In the event of an assignment by the **Consultant** to which **TAC** has consented, the Assignee or the Assignee's legal representative must agree in writing with **TAC** to assume, perform, and be bound by all of the provisions of this Agreement.

8. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement is binding on and inures to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

9. Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

10. Governing Law. This Agreement and the rights and duties of the parties under it are governed by the laws of the State of Texas. Any litigation regarding the terms of this Agreement or the enforcement of it, shall be maintained in the District Court of Bowie County, Texas.

11. Amendment. This Agreement may be amended by the mutual agreement of the parties to it in a writing to be attached to and incorporated in this Agreement.

12. Legal Construction. In the event that any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Date Executed: _____

TEXAMERICAS CENTER

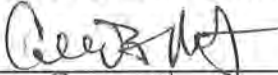
By: _____

Name: Scott Norton

Title: Executive Director/CEO

Date Executed: 9-2-20

KINGWOOD FORESTRY SERVICES, INC

By: 

Name: Carl Herberg

Title: Vice President



WORK ORDER NUMBER 2021-1

**PROJECT NAME: FY 2021 PROFESSIONAL FORESTRY & HUNTING
MANAGEMENT SERVICES**

SERVICES: CONSULTANT SERVICES

LOCATION: TEXAMERICAS CENTER

WORK ORDER DESCRIPTION

This Work Order Number 2021-1, approved and signed this 22nd day of September, 2020, supplements and is an attachment to the Professional Services Agreement effective the 1st day of October, 2020 between TexAmericas Center (Client) and Kingwood Forestry Services, Inc. (Consultant) to provide authorization the CONSULTANT to provide the services described herein associated with the FY 2021 PROFESSIONAL FORESTRY & HUNTING MANAGEMENT SERVICES Project (Project) in Bowie County, Texas.

SCOPE

The Scope of Services under this Work Order Number 2021-1 is that generally described as follows:

- A. Provide professional forestry management services support as needed to support the goals and mission of the Client. See Attached Proposal.
- B. Provide professional hunting management services support as needed to support the goals and mission of the Client. See Attached Proposal.

TERMS AND CONDITIONS

- A. Client shall pay, and CONSULTANT agrees to accept as full compensation for the services to be performed under this Contract, payment as outlined herein. All work performed using this proposal are subject to revision or adjustment only if mutually agreed to in writing

between the parties; subject, however to the limitations and requirements set forth in subparagraph D below.

- B. In the event that services requested by Client exceed the statements, provisions and assumptions as described herein, CONSULTANT shall provide additional Work Order requests to Client in a timely fashion.
- C. Invoices shall be submitted to Client on a per contract basis for the services rendered for the contract work in accordance with the attached proposal. Client shall remit payment for such invoiced amounts within 30 days of receipt of the invoice.
- D. Compensation for services rendered in accomplishment of timber and hunting management services shall be made to the Consultant on a per contract basis with the option to split the compensation at the end of a fiscal year if requested by Client. The invoice will contain a performance report that contains all support documentation for the payment requested. The maximum compensation amount which shall be rendered to the Consultant for such basic timber management services as defined in this work order shall not exceed 7% of timber sale income and 10% of hunting income without prior written authorization by Client.
- E. Consultant agrees that timber sale income payments will be made out to TexAmericas Center, collected by Consultant, and delivered to Client in a timely manner following the reconciliation of payment.

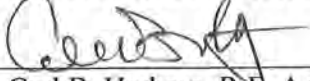
WORK ORDER EXECUTION

Except as modified or supplemented herein, all requirements of Professional Services Agreement effective the 1st day of October 2020, between CLIENT and CONSULTANT remain in full force and effect.

TEXAMERICAS CENTER

By: _____
Name: Scott Norton
Title: Executive Director/CEO
Date: _____

KINGWOOD FORESTRY SERVICES, INC.

By:  _____
Name: Carl B. Herberg, R.F., A.C.F.
Date: 9-2-20



RESOLUTION NO. 20200922-14

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 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

ATTACHMENT: Contract For Service FY21

August 4, 2020

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 2020-2021

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, 2020 through September 30, 2021. 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

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.

Clarification Regarding Grantee Key Functions

This engagement shall not be considered an agreement to perform key functions for the Grantee as defined by FTZ Board regulations found in 15 CFR 400.43(d)(1), summarized as: actions or recommendations related to the disposition of requests for FTZ authority or activity, approving or being a party to a participant’s agreement with the Grantee, overseeing participant’s operations on behalf of the Grantee.

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 850-522-4108.

Very truly yours,



Eric B. Berry, LCB, CCS, AZS
Director, Trade Services

Accepted by and on behalf of TexAmericas Center

By: _____
Signature

Name: _____

Title: _____

Date: _____

The effective date of this agreement will be October 1, 2020 through September 30, 2021.

PointTrade Services, Inc.
Standard Terms and Conditions Consulting Engagements
TexAmericas Center 10/1/2020 – 9/30/2021

1. Term of Engagement: The engagement will become effective on the date of receipt by PointTrade Services, Inc. (hereinafter referred to as PTSI) of the engagement letter signed by the Client. Unless terminated earlier in accordance with the below terms, this engagement shall terminate upon completion of PTSI's services for the project(s) outlined in the engagement letter.

The engagement may be terminated by either party with 30 days written notice to the other party. If at any time during this engagement, Client decides not to continue with the engagement, Client may notify PTSI to that effect with 30 days written notice. In the event of this agreement being terminated and without prejudice to any other remedy available to PTSI, the Client shall immediately pay to PTSI any sums due for services previously rendered and reasonable expenses incurred.

Lapse Clause - Should Client lapse activity on the engagement project for a period of 60 days, this agreement may be terminated by PTSI. Upon declaring the agreement terminated, PTSI shall invoice Client for all goods delivered, services rendered and expenses incurred prior to the termination date. Such invoice shall be due and payable within thirty (30) days of the date it was issued.

2. Scope of Services: PTSI will be bound only for the scope of services specified in the engagement letter signed by the Client and the terms contained in this document. Should PTSI encounter additional issues or matters that are beyond the scope of this engagement as specified in the engagement letter signed by the Client, PTSI will notify Client of such matters as they arise and will not incur additional expenses without Client's prior written consent.

3. Payment for Services: Fees and expenses will be billed on a monthly basis. Out-of-pocket expenses are in addition to the professional 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 Client personnel.

Client agrees to pay all invoices to PTSI within 30 days of the invoice date, unless otherwise stated on the invoice. In the event Client fails to pay any invoice

when due, in addition to any other right reserved hereunder, PTSI reserves the right to suspend or limit performance until all past due sums are paid. Further, PTSI reserves the right to charge interest at the rate of one percent (1%) above the prime rate as published in the Wall Street Journal of the first day of July of the preceding fiscal year in with the default of payment occurs, per month on any unpaid balance owing by client from the date due until the date paid.

Any estimate of fees or the time likely to be involved will be given in good faith for planning or other purposes only and will not be contractually binding.

4. Third Party Fees: Any fees from a third party, including but not limited to government agency fees, grantee fees, support fees from a software provider, systems costs, or other charges by third parties used on behalf of Client for this engagement are not covered by this agreement and are to be paid by the Client.

5. Information and Support: PTSI will not be liable for any loss or damage arising from reliance placed on any information given by the Client, or from the Client's failure to give any relevant information. The Client agrees to cooperate with PTSI in the performance of PTSI's services and to give such support, facilities and information as may be reasonably required, including but not limited to, providing PTSI with timely accessibility to data, information and personnel of Client. PTSI will rely on data, facts, and suppositions provided by the Client and will not independently verify this information. Inaccurate or incomplete information provided by the Client could have a material effect on PTSI's conclusions related to the engagement services. Client shall be responsible for the performance of its employees and agents and for the correctness and completeness of all data and information provided to PTSI for purposes of the performance of PTSI's services.

In provision of its services, PTSI may consider the applicable provisions of the U.S. Customs Regulations, Code of Federal Regulations, as amended, and relevant state statutes and regulations, and judicial and administrative interpretations thereof. These authorities are subject to change and any such changes could affect the validity of PTSI's conclusions. PTSI will not update its advice for subsequent changes or modifications to the law and regulations, or to the judicial and administrative interpretations thereof, unless Client separately engages PTSI to do so after such changes or modifications.

6. Acting for other Clients: PTSI will not be

PointTrade Services, Inc.
Standard Terms and Conditions Consulting Engagements
TexAmericas Center 10/1/2020 – 9/30/2021

prevented or restricted by any item contained in the engagement from acting for other clients, unless otherwise agreed with the Client.

7. Constraint on Use: Any advice, written or otherwise, provided by PTSI to Client is for the information and use of Client only and may not be relied upon by any third party without the express written permission of PTSI.

8. Confidential Information: PTSI will keep confidential any information obtained from the Client, except insofar as PTSI is required by law or other relevant process to disclose details of the Client's dealing with PTSI. This does not apply to documents or information which PTSI obtains or develops independently of any work done for the Client or which are in the public domain.

9. Limitation of Liability and Indemnity: PTSI's maximum liability to Client arising for any reason relating to services rendered under this engagement shall be limited to the fees paid for these services for the term of this Agreement, 10/1/2017 to 9/30/2018.

10. Legal Representative: Client should confer with a legal representative to obtain counsel on the legal aspects of matters on which PTSI provides services. A legal representative should be sought for drafting any legal document and/or agreements that may be required in connection with the engagement. PTSI will provide Client's legal representative with non-legal advice that is deemed necessary by Client's legal representative to draft such documents and/or agreements. Client is responsible for payment of services as provided for under Item 4 – Third Party Fees.

11. Independent Contractor: This Agreement shall not render either party as an employee, partner, or joint venturer with the other party for any purpose. It is understood and agreed that each of the parties hereto is an independent contractor. Neither party shall act or represent itself, directly or by implication, as an agent of the other.

12. Recruitment of PTSI's Staff: The Client undertakes that it (including for this purpose any subsidiary or associated company) or any person connected with it will not directly or indirectly recruit as an employee or engage as an independent contractor

any person employed by PTSI for a period of one year after PTSI last provided services to the Client.

13. PTSI's Outputs, Materials, and Information: All intellectual property rights including copyright which are capable of existing in any documents, computer software, or information or (without limit) other materials created or provided pursuant to this contract by PTSI shall be and remain PTSI's property. The Client undertakes to keep all materials, documents, and information provided to it by PTSI confidential to itself and its employees and to not distribute any product of the services provided hereunder to any third party without PTSI's prior written consent.

The Client and PTSI undertake with each other during the course of this contract to not infringe the intellectual property rights of any third party.

14. Complete Agreement: The engagement letter signed by the Client and these terms and conditions, along with any exhibits, appendices, addendums, and schedules, encompass the entire agreement of the parties, and shall apply to the exclusion of all other terms and conditions and constitute the entire agreement between PTSI and Client and supersede all other oral and written representation, understandings or agreements relating to the subject engagement.

15. Warranty: Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so.

16. Force Majeure: Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation, or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this agreement impossible, whereupon all money accrued due under this agreement shall be paid.

17. Governing Law: The engagement letter signed by the Client and these terms and conditions, along with any exhibits, appendices, addendums, and schedules, shall be governed by and construed in accordance with the laws of the State of Texas with exclusive jurisdiction in the State of Texas in the event of any dispute.

Client agrees to pay in full any collection or attorney fees plus costs of court should a collector or attorney be required to be used by PTSI to collect funds past due under this agreement.

Mutual Non-Disclosure Agreement

Each undersigned party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's business (including, without limitation, computer programs, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not) schematics and other technical, business, financial, customer and product development plans, forecasts, strategies and information), which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.

Notwithstanding the foregoing, nothing will be considered "Proprietary Information" of the Disclosing Party unless either (1) it is first disclosed in tangible form and is conspicuously marked "Confidential," "Proprietary" or the like or (2) it is first disclosed in nontangible form and orally identified as confidential at the time of disclosure and is summarized in tangible form conspicuously marked "Confidential" within 30 days of the original disclosure.

In consideration of the parties' discussions and any access the Receiving Party may have to Proprietary Information of the Disclosing Party, the Receiving Party hereby agrees as follows:

1. Use of Proprietary Information. The Receiving Party agrees:
 - a. to hold the Disclosing Party's Proprietary Information in confidence and to take reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its confidential materials),
 - b. to not divulge any such Proprietary Information or any information derived therefrom to any third person (except consultants, subject to the conditions stated below,
 - c. not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally whether to enter into the currently contemplated agreement with the Disclosing Party; and
 - d. not to copy or reverse engineer any such Proprietary Information.
 - e. not to ,without the prior written consent of the Disclosing Party, utilize any Proprietary and Confidential information to circumvent or compete with the Disclosing Party.

Any employee or consultant given access to any such Proprietary Information must have a legitimate "need to know" and shall be similarly bound in writing. Without granting any right or license, the Disclosing Party agrees that the foregoing clauses 1a, 1b, 1c and 1d shall not apply to any information that the Receiving Party can document (1) is (or through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (2) was in its possession or known by it prior to receipt from the Disclosing Party, or (3) was rightfully disclosed to it by a third party without restriction, provided the Receiving Party complies with any restrictions imposed by the third party, or (4) was independently developed without use of any Proprietary Information of the Disclosing Party by employees of the Receiving Party who have had no access to such information. The Receiving Party may make disclosures required by court order, provided the Receiving Party uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding.

2. Return of Proprietary Information. Immediately upon (i) the decision by either party not to enter into the agreement contemplated by paragraph 1, or (ii) a request by the Disclosing Party at any time (which will be effective if actually received or three days after mailed first class postage prepaid to the Receiving Party), the Receiving Party will turn over to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof.

3. Disclosure. Except to the extent required by law, neither party shall disclose the existence or subject matter of the negotiations or business relationship contemplated between the parties.

4. Miscellaneous. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and to be indemnified by the Receiving Party from any loss or harm, including, without limitation, attorneys' fees, in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Proprietary Information. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed by the law of the State of Florida without regard to the conflicts of law provisions thereof. This Agreement supersedes all prior discussions and writing and constitutes the entire agreement between the parties with respect to the subject matter hereof. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. No waiver or modification of this


Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. This Agreement shall be construed as to its fair meaning and not strictly for or against either party.

5. Open Records Act. Each of the undersigned parties understand and Acknowledge that notwithstanding the terms of this Agreement, the Letter Agreement for consulting services is by and between the parties, this Mutual Non-Disclosure Agreement, and the Standard Conditions to the Consulting Services Agreement are public information under the Texas Open Records Act once the Board of Directors of TexAmericas Center approves the same. Further, notwithstanding the terms of this Agreement, TexAmericas Center will comply with the terms and Provisions of the Texas Open Records Act with regard to information which it is required to provide to the public under said Act, but in doing so, will to the extent provided by law protect the Proprietary Information.

In witness whereof, the parties have executed this Agreement as of the 1 day of October, 2014.

Company Name: PointTrade Services, Inc.

Signature: _____

By: Tommy L. Berry 

Title: President & CEO

Company Name: TexAmericas Center

Signature: _____

By: Scott Norton 

Title: Executive Director/CEO



RESOLUTION NO. 20200922-15

AUTHORIZING EXECUTION OF A CONSULTING AND MARKETING SERVICES AGREEMENT WITH GLOBAL SITE LOCATION INDUSTRIES, LLC (formerly known as WEDA)

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 has a need to enhance its marketing for new businesses creating jobs; and

WHEREAS, Global Site Location Industries, LLC has the necessary experience and expertise to provide marketing services to TexAmericas Center: 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 attract additional businesses to the TexAmericas Center properties for job creation;

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 Global Site Location Industries, LLC upon the terms substantially the same as those attached hereto.

PASSED and APPROVED this 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

ATTACHMENT: FY21 PSA



**PROFESSIONAL SERVICES AGREEMENT
(ECONOMIC DEVELOPMENT SERVICES CONSULTANT)**

This Agreement between **TexAmericas Center** (hereinafter referred to as "Client") and Global Site Location Industries, LLC (hereinafter referred to as "ECONOMIC DEVELOPMENT SERVICES CONSULTANT") is effective as of the 1st day of **October, 2020**. The parties agree as follows:

WHEREAS, the Client desires to engage ECONOMIC DEVELOPMENT SERVICES CONSULTANT to provide general Economic Development Consulting Services; and

WHEREAS, ECONOMIC DEVELOPMENT SERVICES CONSULTANT desires to render certain services as described in authorized work orders as may be hereafter issued and has the experience and staff to perform those services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. Services. The Client hereby agrees to engage ECONOMIC DEVELOPMENT SERVICES CONSULTANT, and ECONOMIC DEVELOPMENT SERVICES CONSULTANT hereby agrees to perform certain services for the Client as agreed upon from time to time. Such services shall be set forth in individual work orders as may be hereafter authorized in writing by the Client and accepted by ECONOMIC DEVELOPMENT SERVICES CONSULTANT. The terms and conditions of this Agreement shall apply to each Work Order, except to the extent expressly modified by the Work Order.

Section 2. Client's Responsibilities. The Client agrees to provide ECONOMIC DEVELOPMENT SERVICES CONSULTANT with all existing data, plans, and other information in the Client's possession which are necessary for the performance of Services as well as right of entry for ECONOMIC DEVELOPMENT SERVICES CONSULTANT'S personnel and all necessary equipment to the site(s). The Client further agrees to provide any additional data, plans, or other information as may be specified in authorized work orders.

Section 3. Standard of Care and Warranty. ECONOMIC DEVELOPMENT SERVICES CONSULTANT agrees that its Services will be performed with that level of professional care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and circumstances. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE.** ECONOMIC DEVELOPMENT SERVICES CONSULTANT will not be responsible for the interpretation or use by persons or entities other than Client of data developed by ECONOMIC DEVELOPMENT SERVICES CONSULTANT.

Section 4. Safety. ECONOMIC DEVELOPMENT SERVICES CONSULTANT is responsible

for the safety on site of its own employees. This provision shall not be construed to relieve Client or any of its vendors, or other contractors from their responsibility for maintaining a safe worksite. Neither the professional services of ECONOMIC DEVELOPMENT SERVICES CONSULTANT, nor the presence of ECONOMIC DEVELOPMENT SERVICES CONSULTANT'S employees and subcontractors shall be construed to imply ECONOMIC DEVELOPMENT SERVICES CONSULTANT has any responsibility for any activities on site performed by personnel other than ECONOMIC DEVELOPMENT SERVICES CONSULTANT's employees or subcontractors.

Section 5. Time of Performance. ECONOMIC DEVELOPMENT SERVICES CONSULTANT agrees to perform the Services within schedules as set forth in authorized work orders. ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall not be responsible for delays in the work caused by Client or its agents, consultants, or contractors. Standby or non-productive time for delays in our work caused by Client will be charged as work time unless provided for as a separate item in the work order.

Section 6. Compensation. For ECONOMIC DEVELOPMENT SERVICES CONSULTANT'S performance and completion of all services, Client shall compensate as specified in authorized work orders. Such rates include labor, overhead, expenses, and profit.

Section 7. Payment. ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall invoice Client for Services performed on a monthly basis. Each invoice is due on presentation, is payable in the Bowie County, Texas, and is past due thirty (30) days from invoice date. Client agrees to pay interest equal to one percent (1%) plus the prime rate as published in the Wall Street Journal on the first day of **July** of the preceding fiscal year, or the next day thereafter if **July 1st** falls on a Saturday or Sunday. Invoices for Services performed on a time-and-materials basis will be submitted showing labor (hours worked) and total expenses. If requested by the Client, documentation will be provided by ECONOMIC DEVELOPMENT SERVICES CONSULTANT at the cost of providing such documentation including labor and copying costs. Any attorneys' fees, court costs, collection fees or other costs incurred in collecting any uncontested delinquent amounts shall be paid by Client.

Payment of the fees provided for in this Contract are subject to the availability of annual appropriations by the Client, which is a political subdivision of the State of Texas. Client shall use its best efforts to obtain and appropriate funds for payment of the sums due ECONOMIC DEVELOPMENT SERVICES CONSULTANT under this Agreement.

Section 8. Notices. Communications from the Client shall be to ECONOMIC DEVELOPMENT SERVICES CONSULTANT's designated project manager or principal-in-charge of the work. Oral communications shall be confirmed in writing. Communications from ECONOMIC DEVELOPMENT SERVICES CONSULTANT to Client shall be to Client's Executive Director.

Section 9. Cost Estimates. All cost estimates provided in association with services, either prior to accomplishment or during same, are based on a scope of services provided with same. It is expressly understood by Client and ECONOMIC DEVELOPMENT SERVICES CONSULTANT that any change to said scope of services, may directly impact the cost of same. In the event that significant changes in scope are requested by Client, ECONOMIC DEVELOPMENT SERVICES

CONSULTANT shall notify Client in writing of the potential increase in costs associated with same and provide additional work orders as needed to address same.

Section 10. Confidentiality. ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall maintain as confidential and not disclose to others without Client's prior written consent, all information obtained from Client, not otherwise previously known to ECONOMIC DEVELOPMENT SERVICES CONSULTANT in the public domain, as Client expressly designates in writing to be "Confidential." The provisions of this paragraph shall not apply to information in whatever form which (i) is published or comes into the public domain through no fault of ECONOMIC DEVELOPMENT SERVICES CONSULTANT, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

Section 11. Independent Contractor. ECONOMIC DEVELOPMENT SERVICES CONSULTANT'S relationship with the Client under this Agreement shall be that of independent contractor. The employees, methods, equipment, and facilities used by ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall at all times be under its exclusive direction and control, and the Client shall not exercise control over ECONOMIC DEVELOPMENT SERVICES CONSULTANT except insofar as may be necessary to ensure performance and compliance with this Agreement.

Section 12. Insurance. ECONOMIC DEVELOPMENT SERVICES CONSULTANT agrees to purchase and maintain at its own expense the following insurance in amounts not less than specified herein:

<u>TYPE OF INSURANCE</u>	<u>COVERAGE AMOUNTS</u>
Worker's Compensation Insurance	statutory
Employer Liability Insurance	\$1,000,000.00
General Liability Insurance	\$1,000,000.00 per occurrence/per aggregate
Automobile Liability Insurance	\$1,000,000.00 per occurrence/per aggregate
Professional Liability Insurance	\$1,000,000.00 per occurrence/per aggregate

Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, ECONOMIC DEVELOPMENT SERVICES CONSULTANT agrees to reimburse the Client for any damages sustained by the client which are covered by ECONOMIC DEVELOPMENT SERVICES CONSULTANT'S insurance to the extent of the limitations and exclusions contained within said insurance policies.

Client agrees to purchase and maintain at its own expense, general liability insurance in an amount necessary to provide coverage for sums up to the limit of Client's liability under the Texas Tort Claims Act.

Section 13. Indemnification. ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall defend, indemnify, and hold the Client harmless from and against any claim asserted by any person or entity (other than an officer, director, employee or agent of Client) arising out of (i)

ECONOMIC DEVELOPMENT SERVICES CONSULTANT'S negligence or (ii) ECONOMIC DEVELOPMENT SERVICES CONSULTANT's breach of any obligation or responsibility imposed on it by the provisions of this Agreement, subject to the limitations and exclusions contained herein in Sections 12.

Section 14. Provided ECONOMIC DEVELOPMENT SERVICES CONSULTANT has been paid for its services, Client shall have the right to use the documents, photographs, drawings and specifications resulting from ECONOMIC DEVELOPMENT SERVICES CONSULTANT'S services. Reuse of any such materials by Client on any other project without the written authorization of ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall be at Client's sole risk. ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall have the right to retain copies of all such information and materials.

Section 15. Disputes. If a dispute arises relating to the performance of the Services covered by this Agreement, and legal or other costs are incurred, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, court costs, attorney's fees, and other claim-related expenses.

Section 16. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination, ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Section 17. No Waiver. The failure of a party to enforce strictly any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced.

Section 18. Choice of Law. This Agreement is deemed to be made under and shall be construed according to the laws of the State of Texas. Venue for any litigation arising out of this Agreement shall be in the District Court of Bowie County, Texas.

Section 19. Successors and Assignments. The Client and ECONOMIC DEVELOPMENT SERVICES CONSULTANT each binds itself and its successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; provided, however, neither party may assign this agreement or its duties and obligations hereunder without the prior written consent of the other party.

Section 20. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 21. Entire Agreement. This Agreement, including work orders authorized hereunder, constitutes the entire agreement between the parties hereto and it supersedes all prior or contemporaneous agreements, whether oral or written, with respect to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract

documents, this Agreement shall control. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound. This Agreement is effective as of the date referenced above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two counterparts (each of which is an original) by their duly authorized representatives as of the date shown below.

TEXAMERICAS CENTER

By: _____

Title: Executive Director/CEO

Date: _____

**GLOBAL SITE LOCATION INDUSTRIES, LLC
ECONOMIC DEVELOPMENT SERVICES CONSULTANT**

By:  _____

Title: CEO

Date: 9/2/2020 _____



RESOLUTION NO. 20200922-16

RESOLUTION AUTHORIZING CONTRACT FOR PROFESSIONAL GEO TECHNICAL SERVICES TO BRAUN INTERTEC CORPORATION

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, Braun Intertec Corporation has the necessary experience and expertise to provide construction materials testing and geotechnical engineering services to TexAmericas Center regarding relevant services; and

WHEREAS, TexAmericas Center has determined this firm to be qualified to perform these services;

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and he is here by authorized to enter into a professional service contract with Braun Intertec Corporation to provide geo technical services for TexAmericas Center on terms substantially the same as attached hereto.

PASSED AND APPROVED THIS 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: FY21 Professional Services Agreement



**PROFESSIONAL SERVICES AGREEMENT
(Engineer)**

This Agreement between **TexAmericas Center** (hereinafter referred to as "Client") and **Braun Intertec Corporation** (hereinafter referred to as "Engineer") is effective as of the **1st day of October, 2020**. The parties agree as follows:

WHEREAS, the Client desires to engage ENGINEER to provide general civil engineering and land surveying services; and

WHEREAS, ENGINEER desires to render certain services as described in authorized work orders as may be hereafter issued and has the experience and staff to perform those services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. Services. The Client hereby agrees to engage ENGINEER, and ENGINEER hereby agrees to perform certain services for the Client as agreed upon from time to time. Such services shall be set forth in individual work orders as may be hereafter authorized in writing by the Client and accepted by ENGINEER. The terms and conditions of this Agreement shall apply to each Work Order, except to the extent expressly modified by the Work Order.

Section 2. Client's Responsibilities. The Client agrees to provide ENGINEER with all existing data, plans, and other information in the Client's possession which are necessary for the performance of Services as well as right of entry for ENGINEER's personnel and all necessary equipment to the site(s). The Client further agrees to provide any additional data, plans, or other information as may be specified in authorized work orders.

Section 3. Standard of Care and Warranty. ENGINEER agrees that its Services will be performed with that level of professional care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and circumstances. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE.** ENGINEER will not be responsible for the interpretation or use by persons or entities other than Client of data developed by ENGINEER.

Section 4. Safety. ENGINEER is responsible for the safety on site of its own employees. This provision shall not be construed to relieve Client or any of its vendors, or other contractors from their responsibility for maintaining a safe worksite. Neither the professional services of ENGINEER, nor the presence of ENGINEER's employees and subcontractors shall be construed to imply ENGINEER has any responsibility for any activities on site performed by personnel other than ENGINEER's employees or subcontractors.

Section 5. Time of Performance. ENGINEER agrees to perform the Services within schedules as set forth in authorized work orders. ENGINEER shall not be responsible for delays in the work caused by Client or its agents, consultants, or contractors. Standby or non-productive time for

delays in our work caused by Client will be charged as work time unless provided for as a separate item in the work order.

Section 6. Compensation. For ENGINEER's performance and completion of all services, Client shall compensate as specified in authorized work orders. Such rates include labor, overhead, expenses, and profit.

Section 7. Payment. ENGINEER shall invoice Client for Services performed on a monthly basis. Each invoice is due on presentation, is payable in the Bowie County, Texas, and is past due thirty (30) days from invoice date. Client agrees to pay interest equal to one percent (1%) plus the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year, or the next day thereafter if July 1 falls on a Saturday or Sunday. Invoices for Services performed on a time-and-materials basis will be submitted showing labor (hours worked) and total expenses. If requested by the Client, documentation will be provided by ENGINEER at the cost of providing such documentation including labor and copying costs. Any attorneys' fees, court costs, collection fees or other costs incurred in collecting any uncontested delinquent amounts shall be paid by Client.

Payment of the fees provided for in this Contract are subject to the availability of annual appropriations by the Client, which is a political subdivision of the State of Texas. Client shall use its best efforts to obtain and appropriate funds for payment of the sums due ENGINEER under this Agreement.

Section 8. Notices. Communications from the Client shall be to ENGINEER's designated project manager or principal-in-charge of the work. Oral communications shall be confirmed in writing. Communications from ENGINEER to Client shall be to Client's Executive Director.

Section 9. Cost Estimates. All cost estimates provided in association with services, either prior to accomplishment or during same, are based on a scope of services provided with same. It is expressly understood by Client and ENGINEER that any change to said scope of services, may directly impact the cost of same. In the event that significant changes in scope are requested by Client, ENGINEER shall notify Client in writing of the potential increase in costs associated with same and provide additional work orders as needed to address same.

Section 10. Confidentiality. ENGINEER shall maintain as confidential and not disclose to others without Client's prior written consent, all information obtained from Client, not otherwise previously known to ENGINEER in the public domain, as Client expressly designates in writing to be "Confidential." The provisions of this paragraph shall not apply to information in whatever form which (i) is published or comes into the public domain through no fault of ENGINEER, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

Section 11. Independent Contractor. ENGINEER's relationship with the Client under this Agreement shall be that of independent contractor. The employees, methods, equipment, and facilities used by ENGINEER shall at all times be under its exclusive direction and control, and the Client shall not exercise control over ENGINEER except insofar as may be necessary to ensure

performance and compliance with this Agreement.

Section 12. Insurance. ENGINEER agrees to purchase and maintain at its own expense the following insurance in amounts not less than specified herein:

<u>TYPE OF INSURANCE</u>	<u>COVERAGE AMOUNTS</u>
Worker's Compensation Insurance	statutory
Employer Liability Insurance	\$1,000,000.00
General Liability Insurance	\$1,000,000.00 per occurrence/per aggregate
Automobile Liability Insurance	\$1,000,000.00 per occurrence/per aggregate
Professional Liability Insurance	\$1,000,000.00 per occurrence/per aggregate

Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, ENGINEER agrees to reimburse the Client for any damages sustained by the client which are covered by ENGINEER's insurance to the extent of the limitations and exclusions contained within said insurance policies.

Client agrees to purchase and maintain at its own expense, general liability insurance in an amount necessary to provide coverage for sums up to the limit of Client's liability under the Texas Tort Claims Act.

Section 13. Indemnification. ENGINEER shall defend, indemnify, and hold the Client harmless from and against any claim asserted by any person or entity (other than an officer, director, employee or agent of Client) arising out of (i) ENGINEER's negligence or (ii) ENGINEER's breach of any obligation or responsibility imposed on it by the provisions of this Agreement, subject to the limitations and exclusions contained herein in Sections 12.

Section 14. Provided ENGINEER has been paid for its services, Client shall have the right to use the documents, photographs, drawings and specifications resulting from ENGINEER'S services. Reuse of any such materials by Client on any other project without the written authorization of ENGINEER shall be at Client's sole risk. ENGINEER shall have the right to retain copies of all such information and materials.

Section 15. Disputes. If a dispute arises relating to the performance of the Services covered by this Agreement, and legal or other costs are incurred, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, court costs, attorney's fees, and other claim-related expenses.

Section 16. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination, ENGINEER shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Section 17. No Waiver. The failure of a party to enforce strictly any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced.

Section 18. Choice of Law. This Agreement is deemed to be made under and shall be construed according to the laws of the State of Texas. Venue for any litigation arising out of this Agreement shall be in the District Court of Bowie County, Texas.

Section 19. Successors and Assignments. The Client and ENGINEER each binds itself and its successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; provided, however, neither party may assign this agreement or its duties and obligations hereunder without the prior written consent of the other party.

Section 20. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 21. Entire Agreement. This Agreement, including work orders authorized hereunder, constitutes the entire agreement between the parties hereto and it supersedes all prior or contemporaneous agreements, whether oral or written, with respect to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound. This Agreement is effective as of the date referenced above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two counterparts (each of which is an original) by their duly authorized representatives as of the date shown below.

TEXAMERICAS CENTER

By: _____

Title: Executive Director/CEO

Date: _____

BRAUN INTERTEC CORPORATION

By: Kim A. Macy

Title: Vice President

Date: 8-11-2020



RESOLUTION NO. 20200922-17

A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH CARDNO, 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, TexAmericas Center has a need to provide Wetlands Delineation and associated mitigation services upon TexAmericas Center property; and

WHEREAS, TexAmericas Center has determined this firm to be qualified to perform these services;

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and he is here by authorized to enter into a professional service contract with Cardno, Inc. to provide Wetlands Delineation and associated mitigation services for TexAmericas Center on terms substantially the same as attached hereto.

PASSED AND APPROVED THIS 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

ATTACHED: FY21 Professional Services Agreement



**PROFESSIONAL SERVICES AGREEMENT
(Engineer)**

This Agreement between TexAmericas Center (hereinafter referred to as "Client") and **Cardno, Inc.** (hereinafter referred to as "Engineer") is effective as of the **1st day of October, 2020**. The parties agree as follows:

WHEREAS, the Client desires to engage ENGINEER to provide general civil engineering and land surveying services; and

WHEREAS, ENGINEER desires to render certain services as described in authorized work orders as may be hereafter issued and has the experience and staff to perform those services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. Services. The Client hereby agrees to engage ENGINEER, and ENGINEER hereby agrees to perform certain services for the Client as agreed upon from time to time. Such services shall be set forth in individual work orders as may be hereafter authorized in writing by the Client and accepted by ENGINEER. The terms and conditions of this Agreement shall apply to each Work Order, except to the extent expressly modified by the Work Order.

Section 2. Client's Responsibilities. The Client agrees to provide ENGINEER with all existing data, plans, and other information in the Client's possession which are necessary for the performance of Services as well as right of entry for ENGINEER's personnel and all necessary equipment to the site(s). The Client further agrees to provide any additional data, plans, or other information as may be specified in authorized work orders.

Section 3. Standard of Care and Warranty. ENGINEER agrees that its Services will be performed with that level of professional care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and circumstances. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE.** ENGINEER will not be responsible for the interpretation or use by persons or entities other than Client of data developed by ENGINEER.

Section 4. Safety. ENGINEER is responsible for the safety on site of its own employees. This provision shall not be construed to relieve Client or any of its vendors, or other contractors from their responsibility for maintaining a safe worksite. Neither the professional services of ENGINEER, nor the presence of ENGINEER's employees and subcontractors shall be construed to imply ENGINEER has any responsibility for any activities on site performed by personnel other than ENGINEER's employees or subcontractors.

Section 5. Time of Performance. ENGINEER agrees to perform the Services within schedules as set forth in authorized work orders. ENGINEER shall not be responsible for delays in the work caused by Client or its agents, consultants, or contractors. Standby or non-productive time for

delays in our work caused by Client will be charged as work time unless provided for as a separate item in the work order.

Section 6. Compensation. For ENGINEER's performance and completion of all services, Client shall compensate as specified in authorized work orders. Such rates include labor, overhead, expenses, and profit.

Section 7. Payment. ENGINEER shall invoice Client for Services performed on a monthly basis. Each invoice is due on presentation, is payable in the Bowie County, Texas, and is past due thirty (30) days from invoice date. Client agrees to pay interest equal to one percent (1%) plus the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year, or the next day thereafter if July 1 falls on a Saturday or Sunday. Invoices for Services performed on a time-and-materials basis will be submitted showing labor (hours worked) and total expenses. If requested by the Client, documentation will be provided by ENGINEER at the cost of providing such documentation including labor and copying costs. Any attorneys' fees, court costs, collection fees or other costs incurred in collecting any uncontested delinquent amounts shall be paid by Client.

Payment of the fees provided for in this Contract are subject to the availability of annual appropriations by the Client, which is a political subdivision of the State of Texas. Client shall use its best efforts to obtain and appropriate funds for payment of the sums due ENGINEER under this Agreement.

Section 8. Notices. Communications from the Client shall be to ENGINEER's designated project manager or principal-in-charge of the work. Oral communications shall be confirmed in writing. Communications from ENGINEER to Client shall be to Client's Executive Director.

Section 9. Cost Estimates. All cost estimates provided in association with services, either prior to accomplishment or during same, are based on a scope of services provided with same. It is expressly understood by Client and ENGINEER that any change to said scope of services, may directly impact the cost of same. In the event that significant changes in scope are requested by Client, ENGINEER shall notify Client in writing of the potential increase in costs associated with same and provide additional work orders as needed to address same.

Section 10. Confidentiality. ENGINEER shall maintain as confidential and not disclose to others without Client's prior written consent, all information obtained from Client, not otherwise previously known to ENGINEER in the public domain, as Client expressly designates in writing to be "Confidential." The provisions of this paragraph shall not apply to information in whatever form which (i) is published or comes into the public domain through no fault of ENGINEER, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

Section 11. Independent Contractor. ENGINEER's relationship with the Client under this Agreement shall be that of independent contractor. The employees, methods, equipment, and facilities used by ENGINEER shall at all times be under its exclusive direction and control, and the Client shall not exercise control over ENGINEER except insofar as may be necessary to ensure

performance and compliance with this Agreement.

Section 12. Insurance. ENGINEER agrees to purchase and maintain at its own expense the following insurance in amounts not less than specified herein:

<u>TYPE OF INSURANCE</u>	<u>COVERAGE AMOUNTS</u>
Worker's Compensation Insurance	statutory
Employer Liability Insurance	\$1,000,000.00
General Liability Insurance	\$1,000,000.00 per occurrence/per aggregate
Automobile Liability Insurance	\$1,000,000.00 per occurrence/per aggregate
Professional Liability Insurance	\$1,000,000.00 per occurrence/per aggregate

Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, ENGINEER agrees to reimburse the Client for any damages sustained by the client which are covered by ENGINEER's insurance to the extent of the limitations and exclusions contained within said insurance policies.

Client agrees to purchase and maintain at its own expense, general liability insurance in an amount necessary to provide coverage for sums up to the limit of Client's liability under the Texas Tort Claims Act.

Section 13. Indemnification. ENGINEER shall defend, indemnify, and hold the Client harmless from and against any claim asserted by any person or entity (other than an officer, director, employee or agent of Client) arising out of (i) ENGINEER's negligence or (ii) ENGINEER's breach of any obligation or responsibility imposed on it by the provisions of this Agreement, subject to the limitations and exclusions contained herein in Sections 12.

Section 14. Provided ENGINEER has been paid for its services, Client shall have the right to use the documents, photographs, drawings and specifications resulting from ENGINEER'S services. Reuse of any such materials by Client on any other project without the written authorization of ENGINEER shall be at Client's sole risk. ENGINEER shall have the right to retain copies of all such information and materials.

Section 15. Disputes. If a dispute arises relating to the performance of the Services covered by this Agreement, and legal or other costs are incurred, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, court costs, attorney's fees, and other claim-related expenses.

Section 16. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination, ENGINEER shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Section 17. No Waiver. The failure of a party to enforce strictly any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced.

Section 18. Choice of Law. This Agreement is deemed to be made under and shall be construed according to the laws of the State of Texas. Venue for any litigation arising out of this Agreement shall be in the District Court of Bowie County, Texas.

Section 19. Successors and Assignments. The Client and ENGINEER each binds itself and its successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; provided, however, neither party may assign this agreement or its duties and obligations hereunder without the prior written consent of the other party.

Section 20. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 21. Entire Agreement. This Agreement, including work orders authorized hereunder, constitutes the entire agreement between the parties hereto and it supersedes all prior or contemporaneous agreements, whether oral or written, with respect to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound. This Agreement is effective as of the date referenced above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two counterparts (each of which is an original) by their duly authorized representatives as of the date shown below.

TEXAMERICAS CENTER

CARDNO, INC.

By: _____

By:  _____

Title: Executive Director/CEO

Title: Principal

Date: _____

Date: 8/6/2020



RESOLUTION NO. 20200922-18

**RESOLUTION AUTHORIZING CONTRACT FOR PROFESSIONAL SERVICES TO
VALLEY VIEW CONSULTING, L.L.C.**

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, the Investment Committee of TexAmericas Center has commended Valley View Consulting, L.L.C. for their work in support of TexAmericas Center to date and recommends to the Board of Directors that TexAmericas Center extend the professional services contract with Valley View Consulting, L.L.C. for Investment Advisory Services upon the terms attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and he is hereby authorized to execute a contract with Valley View Consulting, L.L.C. for Investment Advisory Services upon the terms attached hereto.

PASSED AND APPROVED THIS 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: FY21 Professional Services Agreement

**AGREEMENT
BY AND BETWEEN
THE TEXAMERICAS CENTER, TEXAS
AND
VALLEY VIEW CONSULTING, L.L.C.**

It is understood and agreed that the TexAmericas Center (the *Investor*) will have from time to time money available for investment (*Investable Funds*) and Valley View Consulting, L.L.C. (*Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreement*) constitutes the understanding of the parties with regard to the subject matter hereof.

1. This Agreement shall apply to any and all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.
2. The Advisor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by the Investor.
3. The Advisor agrees to perform the following duties, as requested:
 - a. Assist the Investor in developing cash flow projections,
 - b. Suggest appropriate investment strategies to achieve the Investor's objectives,
 - c. Advise the Investor on market conditions, general information and economic data,
 - d. Analyze risk/return relationships between various investment alternatives,
 - e. Attend occasional meetings as requested by the Investor,
 - f. Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. All funds shall be invested consistent with the Texas Public Funds Investment Act, Chapter 2256 Government Code and the Investor's Investment Policy. The eligible investments are listed in the Investor's Investment Policy,
 - g. Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,
 - h. Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,
 - i. Assist the Investor in creating monthly portfolio accounting reports, and
 - j. Assist the Investor in selecting a primary depository services financial institution.

4. The Investor agrees to:

- a. Compensate the Advisor for any and all services rendered and expenses incurred as set forth in Appendix A attached hereto,
- b. Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,
- c. Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,
- d. Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and
- e. Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. Any and all expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

7. This Agreement shall remain in effect until September 30, 2022, with the option of the Investor to extend this Agreement in additional two-year increments. Provided, however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement the Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients.

9. The Advisor shall not assign this Agreement without the express written consent of the Investor.

10. The Investor acknowledges that most information related to this Agreement is subject to open record requirements and that Advisor shall take reasonable efforts to protect any non-public information that comes into its possession.

11. By initialing the appropriate line, Investor acknowledges that:

- 1) _____ Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or
- 2) _____ Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.
- 3) X Investor is renewing an expiring contract and has received in the past, and provided annually, a written copy of Form ADV Part 2.

When accepted by the Investor, this Agreement, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified.

Respectfully submitted,



Richard G. Long, Jr.
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of the TexAmericas Center, Texas.

By _____
TexAmericas Center

Date: _____

APPENDIX A

FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its fee will be an annual fee equal to \$5,000.00. Said fee shall be due and payable at the end of each investment quarter.

Should the Investor issue new money debt greater than \$10,000,000 (excluding any refunding or restructuring of existing debt), in any calendar year, and request assistance, additional fees shall apply. Said annual fee shall not exceed 0.08% (8 basis points) of the total debt fund's average quarter end book value.

Should the selected tax-exempt bond proceeds investment strategy incorporate a flexible repurchase agreement or other structured investment, fees will be determined by any applicable I.R.S. guidelines and industry standards and shall be in addition to the annual fee.

Should the Investor request assistance with monthly investment portfolio accounting, additional fees shall apply. Said fee shall not exceed \$3,000.00 per year.

Should the Investor request assistance selecting a primary depository services financial institution, additional fees shall apply. Said fee shall not exceed \$5,000.00 per selection project.

Said fee includes all costs of services related to this Agreement, and all travel and business expenses related to attending regularly scheduled quarterly meetings. With pre-trip Investor approval, the Advisor may also request reimbursement for special meeting or event travel and business expenses. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Although none are anticipated, any other fees retained by Advisor in the performance of its duties shall be disclosed to the Investor.



RESOLUTION NO. 20200922-19

**A RESOLUTION AUTHORIZING EXECUTION OF A LINE OF CREDIT NOTE TO
GUARANTY BANK & TRUST IN THE AMOUNT OF \$1,500,000.00**

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 has an ongoing need to be able to facilitate economic development and job creation by providing incentives and providing for the construction and/or other acquisition of facilities necessary to create jobs; and

WHEREAS, TexAmericas Center has, for a number of years, maintained a line of credit facility with various local banking institutions to provide funding as needed; and

WHEREAS, it is necessary to extend the credit facility, which to date has not been used, and to bring the credit facility more in line with the fiscal year of TexAmericas Center for budgetary purposes;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TexAmericas Center, that William S. Norton, Executive Director/CEO shall be and he is hereby authorized to execute the Line of Credit Note in the amount of **\$1,500,000.00** in substantially the form as attached hereto; and

BE IT FURTHER RESOLVED that William S. Norton, Executive Director/CEO shall be and he is hereby authorized to execute any and all other documents necessary to finalize the line of credit facility as may be required by Guaranty Bank & Trust.

PASSED and APPROVED this 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Line of Credit Note

**CLOSING DOCUMENTS INDEX
\$1,500,000 LINE OF CREDIT LOAN**

GUARANTY BANK & TRUST N.A.

("Lender")

and

TEXAMERICAS CENTER

("Center")

Dated as of October 1, 2020

***Document
No.***

Document Description

- | | |
|---|--|
| 1 | Loan Agreement between Lender and Center
Exhibit A – Form of Note |
| 2 | Promissory Note executed by Center and payable to Lender |
| 3 | General Certificate of Center |
| 4 | Resolution of Center |

LOAN AGREEMENT

between

GUARANTY BANK & TRUST, N.A.

and

TEXAMERICAS CENTER

\$1,500,000 LOAN

Dated as of October 1, 2020

LOAN AGREEMENT

This **LOAN AGREEMENT** (as amended, restated, supplemented and/or otherwise modified, this "Agreement"), dated as of October 1, 2020, is between **GUARANTY BANK & TRUST, N.A.** (the "Lender"), and **TEXAMERICAS CENTER** (the "Center"), an authority duly established and created pursuant to Chapter 3503, Texas Special District Local Laws, (the "Act").

WITNESSETH:

WHEREAS, the Center has asked the Lender to make a loan in the form of a revolving line of credit to the Center for the purpose of financing working capital for the Center for its authorized purposes under the Act, such loan to be payable from the legally available revenues of the Center;

WHEREAS, the Lender is willing to make such loan to the Center, on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and the mutual benefits, covenants and agreements herein expressed, the Lender and the Center agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions. The capitalized terms used in this Agreement shall have the following respective meanings unless the context otherwise requires:

Act - has the meaning ascribed to such term in the first paragraph hereof.

Agreement - has the meaning ascribed to such term in the first paragraph hereof.

Bond Counsel – Naman Howell Smith & Lee, PLLC.

Business Day - Any day, other than a Saturday, Sunday, or legal holiday, on which the offices of the Lender are not required or authorized by law or executive order to be closed.

Closing Date - The date that the Note is delivered to the Lender.

Center - has the meaning ascribed to such term in the first paragraph hereof.

Costs of Issuance - The costs and expenses incurred by the Center with respect to the authorization, execution and delivery of the Loan Documents and all documentation related thereto.

Event of Default - Unless waived in writing by the Lender, the occurrence of any of the following:

- (a) the failure of the Center to make any of the Note Payments when due;
- (b) the failure of the Center to comply with any other covenant, condition, or agreement under this Agreement, and the continuation of such failure for a period of thirty (30) days after the date that the Center acquired actual knowledge or written notice of such failure, which knowledge may take the form of notice specifying such failure given to the Center by the Lender;
- (c) bankruptcy, insolvency, appointment of a receiver for, or the failure to discharge a judgment against, the Center;
- (d) the violation of any representation or warranty made by the Center under Section 5.2 hereof; or
- (e) the failure of the Center to perform any of its obligations under or comply with any provisions of this Agreement not described in (a) or (b) above or any other agreement with the Lender to which it may be a party or by which it is bound.

Interest Payment Date - The date interest payments are due on the Loan, as set forth in the Note.

Lender – Guaranty Bank & Trust, N.A., together with its successors and assigns.

Loan - The loan from the Lender to the Center made pursuant to this Agreement.

Loan Documents - Collectively, this Agreement, the Note, and the Resolution.

Maximum Interest Rate - The maximum rate of interest allowed under Chapter 1204, Government Code, as amended, but not to exceed the “*applicable interest rate ceiling*” as determined under Chapter 303 of the Texas Finance Code from time to time in effect.

Note - The promissory note of even date herewith (such promissory note, as the same may be renewed, extended, amended or otherwise modified from time to time) delivered pursuant to this Agreement in substantially the form attached hereto as Exhibit A, and any promissory note executed and delivered by the Center in replacement thereof or in substitution therefor.

Note Payments - The payments required by Section 2.3 to be made by the Center in payment of the principal of and interest on the Note.

Principal Amount - \$1,500,000.

Resolution - The resolution of the Board of Directors of the Center authorizing the execution and delivery of this Agreement and the Note and any amendments or supplements thereto.

State - The State of Texas.

Section 1.2 Interpretative Matters. Whenever the context requires:

- (i) references in this Agreement of the singular number shall include the plural and vice versa; and
- (ii) words denoting gender shall be construed to include the masculine, feminine, and neuter.

(b) The table of contents and the titles given to any article or section of this Agreement are for convenience of reference only and are not intended to modify the meaning of the article or section.

ARTICLE II

THE LOAN; REPAYMENT OF THE LOAN

Section 2.1 Financing the Loan Subject to the terms and conditions set forth in this Agreement, including without limitation the conditions set forth in Section 2.2, and for and in consideration of the payment by the Center of its obligations under this Agreement and the Note and the covenants and agreements herein contained, the Lender will, on the Closing Date, advance to and for the sole use and benefit of the Center an amount up to the Principal Amount for the exclusive purpose of providing funds to the Center to finance working capital and paying the costs related thereto including, without limitation, the Costs of Issuance.

Section 2.2 Conditions to Closing The obligation of the Lender to make the advance pursuant to Section 2.1 hereof shall be subject to the following conditions:

(a) The representations of the Center herein shall be true, complete and correct in all material respects on the date hereof and on and as of the Closing Date as if made on the Closing Date;

(b) On the Closing Date, the Loan Documents shall be in full force and effect, assuming due authorization and execution by the other parties thereto, and shall not have been amended or supplemented except as may have been agreed to in writing by the Lender;

(c) At or prior to the Closing Date, the Lender shall have received each of the following documents:

- (i) This Agreement executed by an authorized officer of the Center;
- (ii) The Note executed by an authorized officer of the Center;
- (iii) A certificate, dated the Closing Date, executed by an authorized officer of the Center, to the effect that (A) the representations and warranties of the Center contained in this Agreement are true and correct on the date hereof and on and as of the Closing Date as if made on the Closing Date; (B) the Resolution and this Agreement are in full force and effect and have not been amended or supplemented except as may have been approved in writing by the Lender; (C) the Center is not in default with respect to any of its outstanding obligations; and (D) no litigation is pending or, to the best of their

knowledge, threatened in any court to restrain or enjoin the execution and delivery of this Agreement or the Note, or contesting or affecting the adoption and validity of the Resolution or the authorization, execution and delivery of the Loan Documents, or contesting the powers of the Board of Directors of the Center;

(iv) Certified copies of resolutions of the Center authorizing execution, delivery and performance of all of the Loan Documents and authorizing the borrowing hereunder, along with such certificates of existence, certificates of good standing and other certificates or documents as the Lender may reasonably require to evidence the Center's authority;

(v) True copies of all organizational documents of the Center, including all amendments, restatements or supplements thereto;

Section 2.3 Repayment Terms The Center agrees to execute and deliver the Note to the Lender upon the advance of the Principal Amount by the Lender to the Center pursuant to Section 2.1.

(b) The Note shall be dated the Closing Date, shall be in an aggregate principal amount equal to the Principal Amount and shall be payable as specified in the Note.

(c) Interest shall accrue and be paid on the outstanding Principal Amount as specified in the Note.

Section 2.4 Note Payments. All Note Payments shall be made on the applicable payment date in immediately available funds and shall be paid to the Lender at the address provided to the Center pursuant to Section 8.2.

Section 2.5 Note Payments Due on Business Days. If the regularly scheduled due date for a Note Payment is not a Business Day, the due date for such payment shall be the next succeeding Business Day, and payment made on such succeeding Business Day shall have the same force and effect as if made on the regularly scheduled due date.

Section 2.6 Prepayment of Note. (a) Voluntary Prepayment. The Center may at its option prepay the principal amount of the Note outstanding hereunder on any date without premium or penalty. The prepayment price shall be an amount equal to the principal amount to be prepaid plus the accrued interest thereon to the prepayment date.

Section 2.7 Limited Obligation The obligations of the Center hereunder are special limited obligations thereof and neither the Note nor any instrument related to this Agreement may give a holder a right to demand payment from any source other than the available revenues of the Center.

ARTICLE III

SPECIAL AGREEMENTS

Section 3.1 Obligations of Center Current Revenue. The obligation of the Center to make the payments required by Section 2.3 shall be an obligation of the current revenues of the Center only. The Obligations of the Center shall not be considered a debt for any purposes under the law of the State.

- (a) Until such time as the Note is fully paid the Center:
- (i) will not suspend or discontinue, or permit the suspension or discontinuance of, the operations of the Center;
 - (ii) will perform and observe all of its other agreements contained in this Agreement; and
 - (iii) except by full payment and retirement of the Note will not terminate this Agreement for any cause.

Section 3.2 Financial Statements and Reports. For so long as any amounts remain outstanding under the Note, the Center will promptly furnish to the Lender: (i) within thirty (30) days of the end of each calendar quarter unaudited interim financial statements; (ii) promptly after available and in any event within one hundred eighty (180) days of each fiscal year end, current audited financial statements, on a consolidated basis, of the Center including (i) a balance sheet, (ii) statement of revenues, expenses and changes in fund balances, (iii) statements of cash flow, (iv) operating fund budget analysis, and (iv) appropriate notes and attachments to the financial statements; and (iii) from time to time upon request such other information regarding the business and affairs and financial condition of the Center as the Lender may reasonably request.

Section 3.3 Inspection RightsAt any reasonable time and from time to time, the Center will permit representatives of the Lender to examine, copy, and make extracts from its books and records, to visit and inspect its properties, and to discuss its business, operations, and financial condition with its officers, employees, and independent certified public accountants.

Section 3.4 Keeping Books and RecordsThe Center will maintain proper books of record and account in which full, true, and correct entries in conformity with generally accepted accounting principles shall be made of all dealings and transactions in relation to its business and activities.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of LenderThe Lender represents and warrants to the Center the following:

(a) The Lender has all necessary power and authority to enter into and perform this Agreement.

(b) The Lender has taken all actions required to authorize and execute this Agreement and to perform its obligations hereunder and the execution, delivery and performance by the Lender of and compliance with the provisions of this Agreement will not conflict with any existing law, regulation, rule, decree or order or any agreement or other instrument by which the Lender is bound.

Section 4.2 Representations by the CenterThe Center represents, warrants and covenants to the Lender as follows:

(a) The Center is an authority, governmental agency, and political subdivision of the state, within the meaning of Chapter 3503 of the Act, has all of the rights, powers, privileges, authority and functions given by the Act and is authorized by the Act to execute and to enter into this Agreement and to undertake the transactions contemplated herein and to carry out its obligations hereunder.

(b) The Center is duly organized, validly existing, and in good standing under the laws of the State. The Center has all requisite power, authority and legal right to execute and deliver the Loan Documents and all other instruments and documents to be executed and delivered by the Center pursuant thereto, to perform and observe the provisions thereof and to carry out the transactions contemplated by the Loan Documents. All corporate action on the part of the Center which is required for the execution, delivery, performance and observance by the Center of the Loan Documents has been duly authorized and effectively taken, and such execution, delivery, performance and observation by the Center do not contravene applicable law or any contractual restriction binding on or affecting the Center.

(c) The Center has duly approved the borrowing of funds from the Lender therefor; no other authorization or approval or other action by, and no notice to or filing with any governmental authority or regulatory body is required as a condition to the performance by the Center of its obligations under any of the Loan Documents.

(d) This Agreement and the Note are legally valid and binding obligations of the Center enforceable against the Center in accordance with their respective terms.

(e) There is no default of the Center in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument or instruments or agreements under and subject to which any indebtedness for borrowed money has been incurred which does or could affect the validity and enforceability of the Loan Documents or the ability of the Center to perform its obligations thereunder, and no event has occurred and is continuing under the provisions of any such instrument or agreement which constitutes or, with the lapse of time or the giving of notice, or both, would constitute such a default.

(f) There is no pending or, to the knowledge of the undersigned officers of the Center, threatened action or proceeding before any court, governmental agency or department or arbitrator (i) to restrain or enjoin the execution or delivery of this Agreement and the Note or the collection of any revenues, (ii) in any way contesting or affecting the authority for the execution

and delivery or the validity of the Loan Documents, or (iii) in any way contesting the levy of the Economic Development Sales and Use Tax or the existence of the Center or the title or powers of the officers of the Center.

(g) In connection with the authorization, execution and delivery of this Agreement and the Note, the Center has complied with all provisions of the laws of the State, including the Act.

(h) The execution and delivery of the documents contemplated hereunder do not violate any provision of any instrument or agreement to which the Center is a party or by which it is bound.

(i) The Center has, by proper corporate action, duly authorized the execution and delivery of this Agreement.

(j) The Center is not in default under or in violation of the Constitution or any of the laws of the State relevant to the issuance of the Note or the consummation of the transactions contemplated hereby or in connection with such issuance, and has duly authorized the issuance of the Note and the execution and delivery of this Agreement. The Center agrees that it will do or cause to be done in a timely manner all things necessary to preserve and keep in full force and effect its existence, and to carry out the terms of this Agreement and the Indenture.

(k) The Center's books and records properly reflect the financial condition of the Center and, to the best of the Center's knowledge, there has been no material adverse change in the business, condition (financial or otherwise), operations, prospects or properties of the Center since the effective date of the Center's most recent financial statements.

ARTICLE V

REMEDIES SECTION

Section 5.1 Remedies Available So long as any Event of Default has occurred and is continuing, the Lender may take any action at law or in equity to collect all amounts then due under this Agreement and the enforcing of compliance with any other obligation of the Center under this Agreement.

(b) In addition to the remedies provided in subsection (a) of this Section, the Lender shall, to the extent permitted by law, be entitled to recover the costs and expenses, including attorney's fees and court costs, incurred by the Lender in the proceedings authorized under subsection (a) of this Section.

(c) Notwithstanding any other provision of this Agreement, the acceleration of the Note Payments is not available as a remedy under this Agreement.

Section 5.2 Application of Money Collected Any money collected as a result of the taking of remedial action pursuant to this Article VI, including money collected as a result of foreclosing the liens of this Agreement, shall be applied to cure the Event of Default with respect to which such remedial action was taken.

Section 5.3 Restoration of Rights If any action taken as a result of an Event of Default is discontinued or abandoned for any reason, or is determined adversely to the interests of the Lender, or if an Event of Default is cured, all parties shall be deemed to be restored to their respective positions and rights under the Loan Documents as if such Event of Default had not occurred.

Section 5.4 Non-Exclusive Remedies No remedy conferred upon or reserved to the Lender by this Agreement is intended to be exclusive of any other available remedy, and each such remedy shall be in addition to any other remedy given under this Agreement or the other Loan Documents or now or hereafter existing at law or in equity.

Section 5.5 Delays No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof, and all such rights and powers may be exercised as often as may be deemed expedient.

Section 5.6 Limitation on Waivers If an Event of Default is waived, such waiver shall be limited to the particular Event of Default so waived and shall not be deemed a waiver of any other Event of Default; provided, that no waiver of an Event of Default shall be effective unless such waiver is made in writing.

ARTICLE VI

DISCHARGE BY PAYMENT

When the Note has been paid in full or when the Center has made payment to the Lender of the whole amount due or to become due under the Note (including all interest that has accrued thereon or that may accrue to the date of maturity or prepayment, as applicable), and all other amounts payable by the Center under this Agreement have been paid, the liens of this Agreement shall be discharged and released, and the Lender, upon receipt of a written request by the Center and the payment by the Center of the reasonable expenses with respect thereto, shall discharge and release the lien of this Agreement and execute and deliver to the Center such releases or other instruments as shall be requisite to release the lien hereof.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Term of Agreement. This Agreement shall become effective upon the Closing Date and shall continue in full force and effect until all obligations of the Center under this Agreement and the Note have been fully paid.

Section 7.2 Notices. (a) All notices, certificates, or other communications required by or made pursuant to this Note Agreement shall be in writing and given by certified or registered United States Mail, return receipt requested, addressed as follows:

(i) if to the Lender:

Guaranty Bank & Trust, N.A.

Texarkana
2202 Saint Michael Dr.
Texarkana, Texas 75503-2358

(ii) if to the Center:

Texamericas Center
107 Chapel Ln.
New Boston, Texas 75570-9554

(b) The Center and the Lender may designate any further or different addresses to which subsequent notices shall be sent; provided, that, any of such parties shall designate only one address for such party to receive such notices.

(c) Except as otherwise provided by this Agreement, any communication delivered by mail in compliance with this section is deemed to have been given as of the date of deposit in the mail.

(d) A provision of this Agreement that provides for a specific method of giving notice or otherwise conflicts with this section supersedes this section to the extent of the conflict.

Section 7.3 Binding Effect, Assignment(a) This Agreement shall (i) be binding upon the Center, its successors and assigns, and (ii) inure to the benefit of and be enforceable by the Lender and its successors, transferees and assigns; provided that the Center may not assign all or any part of this Agreement without the prior written consent of the Lender. The Lender may assign, transfer or grant participations in all or any portion of this Agreement, the Note, or any of its rights or security hereunder, including without limitation, the instruments securing the Center's obligations under this Agreement; provided that any such assignment, transfer or grant shall be made only to a financial institution whose primary business is the lending of money.

Section 7.4 Expenses, Fees, EtcThe Center hereby agrees to pay on demand all reasonable costs and expenses of the Lender in connection with the preparation, negotiation, execution, and delivery of the Loan Documents and any and all amendments, modifications, renewals, extensions, and supplements thereof and thereto, including, without limitation, the fees and expenses of legal counsel for the Lender and other professionals.

Section 7.5 SeverabilityIf any part of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability thereof shall not affect the remainder of this Agreement.

Section 7.6 CounterpartsThis Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same document.

Section 7.7 Applicable Law This Agreement shall be governed in all respects, whether as to validity, construction, performance, or otherwise, by the laws of the State and, if applicable, federal law.

Section 7.8 Jurisdiction All actions or proceedings with respect to, and the performance of, the Note and this Agreement shall be, or shall be instituted in the courts of the State of Texas, in Titus County, Texas, and by execution and delivery of this Agreement, the Center and the Lender irrevocably and unconditionally submit to the jurisdiction of such courts and unconditionally waive (i) any objection each may now or hereafter have to the laying of venue in any such courts, and (ii) any claim that any action or proceeding brought in any such courts has been brought in an inconvenient forum.

Section 7.9 Anti-Boycott Verification. To the extent this Agreement is a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, the Lender hereby verifies that the Lender is a company (as defined in Section 808.001, Texas Government Code) which does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 7.10 Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement is a governmental contract, within the meaning of Section 2252.151 of the Texas Government Code, as amended, the Lender represents that it is not a company (as defined in Section 2270.001(2), Texas Government Code) engaged in business with Iran, Sudan, or a foreign terrorist organization (as defined in Section 2252.151(2), Texas Government Code) and that it is not on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Section 806.051, 807.051, or 2252.153, Texas Government Code.

Section 7.11 Notice of Final Agreement. **THIS WRITTEN AGREEMENT AND ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective duly authorized officers as of the date first above written.

GUARANTY BANK & TRUST, N.A.

By: _____
Name: _____
Title: _____

TEXAMERICAS CENTER

By: _____
William S. Norton, Executive Director and CEO

EXHIBIT A

\$1,500,000

October 1, 2020

TEXAMERICAS CENTER PROMISSORY NOTE

TEXAMERICAS CENTER (the “*Center*”) for value received, hereby promises to pay to the order of **GUARANTY BANK & TRUST N.A.**, its successor or assigns, at its offices located at 2202 Saint Michael Dr., Texarkana, Texas the principal sum of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000) or so much as may be outstanding.

All capitalized terms which are used but not defined in this Note shall have the same meanings as in the Loan Agreement dated as of even date herewith, between the Center and the Lender (such Loan Agreement, together with all amendments, restatements, supplements and/or other modifications thereto, being the “*Loan Agreement*”).

Subject to Section 2.3(d) of the Loan Agreement, the Center agrees to pay accrued interest only each month beginning on October 31, 2020 and on the last day of each month thereafter and to pay principal and accrued interest on all amounts hereof so advanced and remaining from time to time unpaid hereon in full on September 15, 2021 (the “Maturity Date”).

Interest shall accrue at a variable rate based upon an independent index which is the Wall Street Journal US Prime Rate (the “Index”). If the Index becomes unavailable during the term of this Note, Lender may designate a substitute index after notifying the Center. Lender will tell the Center the current Index rate upon the Center’s request. The interest rate change will not occur more often than each day. Interest prior to maturity on the unpaid principal balance of this Note will be calculated using a rate of 0.50 percentage points below the Index. The initial rate of interest on the Note will be 3.50% per annum. Notwithstanding any other provision of this Note, Lender will not charge interest on any undisbursed Note proceeds. In no event shall the interest rate be less than 3.50% per annum or exceed the lesser of (1) the Maximum Interest Rate, as that term is defined in the Loan Agreement, or (2) 17.75% per annum.

The Post Maturity Rate on this Note shall be the lesser of (1) the Maximum Interest Rate; or (2) 9.50%. The Center will pay interest on all sums due after the Maturity Date at that rate.

If a payment is 10 days or more late, the Center will be charged 5.000% of the unpaid portion of the regularly scheduled payment. In the event a payment is returned dishonored, the Center will be charged a fee of \$29.00.

All payments of interest shall be computed based on a 360 day year consisting of twelve 30 day months but based upon the actual number of days elapsed. All interest payable under this Note is computed using this method.

Principal of and interest on this Note shall be payable from all available revenues of the Center.

This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by the Center or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. The Center agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of the Center's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. The loan evidenced by this Note is not for personal, family, or household use.

This Note is authorized under that certain Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof. A fully executed copy of the Loan Agreement is on file in the permanent records of the Center and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the Center, at all times during regular business hours.

Except as otherwise provided in the Loan Agreement, the Center waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

All agreements between the Center and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Center. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Center and the holder hereof.

THIS NOTE AND THE LOAN AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

The Center may, in its discretion, prepay all or any portion of the outstanding principal amount of this Note pursuant to Section 2.6 of the Loan Agreement.

If a date for the payment of the principal of or interest on the Note is a Saturday, Sunday, legal holiday, or a day on which the Lender is authorized by law or executive order to close, then

the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institution is authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Note shall be governed in all respects by the laws of the State of Texas and of the United States of America.

IN WITNESS WHEREOF, this Note has been duly executed effective as of the date first written above.

TEXAMERICAS CENTER

By: _____
William S. Norton, Executive Director and CEO

\$1,500,000

October 1, 2020

**TEXAMERICAS CENTER
PROMISSORY NOTE**

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Subject to Section 2.3(d) of the Loan Agreement, the Center agrees to pay accrued interest only each month beginning on October 31, 2020 and on the last day of each month thereafter and to pay principal and accrued interest on all amounts hereof so advanced and remaining from time to time unpaid hereon in full on September 15, 2021 (the “Maturity Date”).

Interest shall accrue at a variable rate based upon an independent index which is the Wall Street Journal US Prime Rate (the “Index”). If the Index becomes unavailable during the term of this Note, Lender may designate a substitute index after notifying the Center. Lender will tell the Center the current Index rate upon the Center’s request. The interest rate change will not occur more often than each day. Interest prior to maturity on the unpaid principal balance of this Note will be calculated using a rate of 0.50 percentage points below the Index. The initial rate of interest on the Note will be 3.50% per annum. Notwithstanding any other provision of this Note, Lender will not charge interest on any undisbursed Note proceeds. In no event shall the interest rate be less than 3.50% per annum or exceed the lesser of (1) the Maximum Interest Rate, as that term is defined in the Loan Agreement, or (2) 17.75% per annum.

The Post Maturity Rate on this Note shall be the lesser of (1) the Maximum Interest Rate; or (2) 9.50%. The Center will pay interest on all sums due after the Maturity Date at that rate.

If a payment is 10 days or more late, the Center will be charged 5.000% of the unpaid portion of the regularly scheduled payment. In the event a payment is returned dishonored, the Center will be charged a fee of \$29.00.

All payments of interest shall be computed on a 360 day year consisting of twelve 30 day months but based upon the actual number of days elapsed. All interest payable under this Note is computed using this method.

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This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by the Center or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. The Center agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of the Center's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. The loan evidenced by this Note is not for personal, family, or household use.

This Note is authorized under that certain Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof. A fully executed copy of the Loan Agreement is on file in the permanent records of the Center and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the Center, at all times during regular business hours.

Except as otherwise provided in the Loan Agreement, the Center waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

All agreements between the Center and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Center. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Center and the holder hereof.

THIS NOTE AND THE LOAN AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

The Center may, in its discretion, prepay all or any portion of the outstanding principal amount of this Note pursuant to Section 2.6 of the Loan Agreement.

If a date for the payment of the principal of or interest on the Note is a Saturday, Sunday, legal holiday, or a day on which the Lender is authorized by law or executive order to close, then

the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institution is authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Note shall be governed in all respects by the laws of the State of Texas and of the United States of America.

IN WITNESS WHEREOF, this Note has been duly executed effective as of the date first written above.

TEXAMERICAS CENTER

By: _____
William S. Norton, Executive Director and CEO

GENERAL CERTIFICATE OF TEXAMERICAS CENTER

On September 22, 2020, I, the undersigned duly authorized officer of the TEXAMERICAS CENTER (the "Borrower") acting in my official capacity as such, hereby certify with respect to the Loan Agreement dated as of October 1, 2020, (as amended, restated, supplemented and/or otherwise modified, the "Loan Agreement") by and between Borrower and Guaranty Bank & Trust, N.A., as follows:

1. That the Borrower is an authority, validly created under Chapter 3503, Special District Local Laws, as amended (the "Act") and existing under the Act, and the laws and the Constitution of the State of Texas and is a governmental agency and political subdivision thereof. All capitalized terms used herein shall have the meanings set forth for such terms in the Loan Agreement unless the context clearly indicates otherwise.

2. The Board of Directors of the Borrower duly adopted by a majority vote the Resolution Regarding the Loan Agreement (the "Resolution") authorizing and approving the entering into the Loan Agreement and the Note, at a duly called public meeting, at which a quorum was present and acting throughout; the Resolution is in full force and effect and has not been altered, amended or repealed as of the date hereof; that said meeting was duly called and open to the public in accordance with the laws of the State of Texas.

3. The following described instruments (collectively, the "Instruments"), as executed and delivered or authorized by the Borrower, are in substantially the same form and text as copies of such Instruments which were before and were approved or ratified by the Board of Directors of the Borrower, and which the officers of the Borrower were authorized to execute and deliver for and on behalf of the Borrower:

- (a) the Loan Agreement; and
- (b) the Note.

4. To the best knowledge of the undersigned, on the date hereof, the Borrower is not in default in the performance or observance of any of the covenants, conditions, agreements or provisions of the Instruments.

5. The representations and warranties of the Borrower contained in the Instruments are correct on and as of the date hereof as though made on and as of such date.

6. No litigation is pending or, to the best of Borrower's knowledge, threatened in any court to restrain or enjoin the execution and delivery of the Loan Agreement or the Note, or contesting or affecting the adoption and validity of the Resolution or the authorization, execution and delivery of the Instruments, or contesting the powers of the Board of Directors of the Borrower.

IN WITNESS WHEREOF, we have duly executed this certificate on the date first written above.

TEXAMERICAS CENTER

By: _____
William S. Norton, Executive Director and CEO

CERTIFICATE FOR RESOLUTION

On September 22, 2020, we, the undersigned officers of said Center, hereby certify as follows:

1. On September 22, 2020 at the designated meeting place, and the roll was called of the duly constituted officers and members of said Board of Directors, and all of said persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
TEXAMERICAS CENTER REGARDING A LOAN IN THE AMOUNT
NOT TO EXCEED \$1,500,000**

was duly introduced for the consideration of said Board of Directors and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the Board of Directors shown present above voted "Aye" except as shown below.

NOES: _____

ABSTAIN: _____

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board of Directors' minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board of Directors' minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board of Directors as indicated therein; that each of the officers and members of said Board of Directors was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Chairman of the Board of Directors of the Center has approved and hereby approves the aforesaid Resolution; that the Chairman and the Secretary of said Center have duly signed said Resolution; and that the Chairman and the Center Secretary of said Center hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

Signed on the date first written above.

Secretary, Board of Directors

Chair, Board of Directors

**RESOLUTION OF THE BOARD OF DIRECTORS OF TEXAMERICAS CENTER
REGARDING A LOAN IN THE AMOUNT NOT TO EXCEED \$1,500,000**

WHEREAS, TEXAMERICAS CENTER ("Borrower") proposes to enter into a Loan Agreement dated as of October 1, 2020 (as amended, restated, supplemented and/or otherwise modified, the "Loan Agreement"), with Guaranty Bank & Trust, as lender ("Lender") to enable Borrower to finance working capital for operation of the Center, in an amount not to exceed \$1,500,000 and as for the payment of the principal of and interest thereon, the Borrower has agreed to pledge its available revenue. All capitalized terms used herein, but not otherwise defined herein, shall have the meaning ascribed to such term in the Loan Agreement.

WHEREAS, the proposed form of the Loan Agreement and Note have been presented to this meeting.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
TEXAMERICAS CENTER AS FOLLOWS:**

Section 1. The Board of Directors agrees to enter into the Loan Agreement and Note to finance working capital expenses in an amount not to exceed \$1,500,000 at an interest rate agreed upon by the Lender and the Borrower on the date of execution of the Note and the Loan Agreement.

Section 2. That Executive Director of the Center is authorized to execute, acknowledge and deliver in the name and on behalf of Borrower to the Lender the Loan Agreement, including all attachments and exhibits thereto and the Note, and the Loan Agreement and the Note shall be in substantially the form presented to this meeting with such changes as the signing officer shall determine to be advisable. Further, said Executive Director is authorized to execute, acknowledge and deliver in the name and on behalf of the Borrower any other agreement, instrument, certificate, representation and document, and to take any other action as may be advisable, convenient or necessary to enter into such Loan Agreement and the Note; the execution thereof by the Executive Director shall be conclusive as to such determination.

Section 3. That there is hereby authorized the execution and delivery by the Executive Director in the name of and on behalf of Borrower the Loan Agreement, including all attachments and exhibits thereto and the Note in substantially the form presented to this meeting with such changes as the signing officer shall determine advisable, and the execution thereof shall be conclusive as to such determination.

Section 4. That this Resolution shall take effect immediately.

PASSED AND ADOPTED this September 22, 2020.

TEXAMERICAS CENTER

By: _____
_____, Chair

ATTEST:

By: _____
_____, Secretary



RESOLUTION NO. 20200922-20

AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT SERVICES AGREEMENT WITH EDP BEST PRACTICES SERVICES, LLC

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 has a need for support for economic development services including but not limited to providing responses to prospective tenants, incentive policy development and administration for on-going project development activities; and

WHEREAS, EDP Best Practices Services, LLC has extensive experience with the Governor's Office of Economic Development and Tourism in handling economic development projects and assisting in the support for project development opportunities throughout the State of Texas; and

WHEREAS, TexAmericas Center and EDP Best Practices Services, LLC have negotiated the terms of a contract for services.

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 EDP Best Practices, LLC upon the terms substantially the same as those attached hereto.

PASSED and APPROVED this 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

ATTACHMENT: FY21 PSA

Date: September 3, 2020
To: Mr. Eric Voyles
Executive V.P. / Chief EDO
TexAmericas Center
107 Chapel Lane
New Boston, TX 75570



Re: ***Economic Development - Professional Services Agreement***

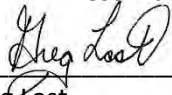
I appreciate the opportunity to provide this Agreement for the Services defined herein. This Service Agreement (Agreement) shall be between EDP Best Practices, LLC (Consultant) and TexAmericas Center (Client). Consultant and Client are sometimes hereinafter referred to collectively as the "Parties" or individually as a "Party."

1. **Services:** The Services (Services) shall be as requested by the Chief Economic Development Officer (Chief EDO), including but not limited to the services shown on the attached *Services Summary*. The intent of the Parties is to have an Agreement in place when services are desired. A more detailed Agreement may be desired by both Parties for individual projects.
2. **Client to provide:** Client shall provide the following.
 - 2.1. **Project Coordinator (Coordinator):** Provide a staff liaison to work with Consultant to provide insights as to the desires of the Client and facilitate communication.
 - 2.2. **Meetings:** Coordination of any desired meetings.
 - 2.3. **Presentations / Memos:** Any briefing memos and / or PPT presentations to the Board.
 - 2.4. **Printing:** Printing, binding, or distribution of any documents.
3. **Confidentiality:** Both parties agree to the following confidentialities.
 - 3.1. **Content:** The Consultant agrees to keep confidential any information related to the Services that is deemed confidential by the Client and communicated to the Consultant in writing.
 - 3.2. **Marketing Permission:** Client agrees to allow Consultant to reference the Client as a client and to allow Consultant to use a high-level explanation of Services provided.
 - 3.3. **Payment Disclosure:** Client agrees not to disclose the amount of payment included in the Agreement unless required by law.
4. **Documents:** All documents generated as a result of the Services shall be the property of the Client to use as needed. However, the Client agrees not to release an editable / original version of any of the documents except as required by law.
 - 4.1. **Proprietary Forms:** Original forms used by the Consultant are proprietary and will not be provided to the Client for their continued use.
5. **Payment:** The fee for the Services as defined herein shall be one-hundred and twenty dollars (\$120.00) per hour, billed monthly in quarter-hour increments. Travel time shall be billed at 50% of hourly rate. Out-of-pocket expenses shall be billed at cost (copies, lunch meetings, travel costs). The Consultant shall provide the Client with a summary of hours worked whenever requested. Payments shall be within 30 days of receipt of an invoice from the Consultant.
6. **Cancellation of Agreement:** Either Party may cancel this Agreement upon ten (10) calendar days notice in writing to the other Party. Should the Client elect not to continue with this Agreement at any point, the Consultant shall be paid for services rendered to that point in time.



Approval of this Agreement represented by:

Consultant: EDP Best Practices, LLC

Signed:  _____

Name: Greg Last

Title: Chief Executive Officer

Date: September 3, 2020

PH: (817) 992-6156

EM: glast@EDPBestPractices.com

Address: 4609 Shadycreek Lane
Colleyville, TX 76034

Client: TexAmericas Center

Signed: _____

Name: Scott Norton

Title: Executive Director/CEO

Date: _____

PH: (903) 223-9841

EM: scott.norton@texamericascenter.com

Address: 107 Chapel Lane
New Boston, TX 75570

Enc: Services Summary

Bio: Greg Last, CEO - For additional information see www.EDPBestPractices.com.

Greg Last is the Chief Executive Officer of EDP Best Practices, LLC, an economic development consulting firm focused on assisting municipalities and economic development organizations with **policies, programs and plans**. Greg has held certifications as a *Certified Economic Developer (CED)*, *Nationally Certified Planner (AICP)* and *Texas Registered Landscape Architect (RLA)*. A Master's Degree in Business Administration complements a diverse background with management and operations expertise.

Employment includes approximately ten years as a *Planner / Landscape Architect* with Civil Engineering / Planning firms prior to serving over twenty-two years as Southlake's *Director of Community Development* and *Director of Economic Development & Tourism*. Experience includes many aspects of economic development including marketing and promotion, business attraction, incentives and deal closing.

Greg served as the 2012 Chair of the Board of Directors for the *Texas Economic Development Council* and previously served on the Board of Directors for the *Texas Chapter of the American Planning Association* and was a Charter member of the *DFW Marketing Team*. He also has been an instructor for the *Texas Basic Economic Development Course* and the *IEDC Strategic Planning course*.





**Assisting Municipalities and
 Economic Development Organizations (EDO)
 with policies, programs and plans**

Marketing & Promotion

- Sites-Buildings Summary:** A document showing available land sites and / or buildings on a map with brief facts and contacts
- Site-Building Flyers:** A single-page marketing flyer highlighting aspects of an available property or building and contact info
- Business Park Marketing:** A document summarizing all aspects of a Business Park to allow for quick prospect responses
- Site Documentation:** A detailed summary / due diligence report on properties to acquire or market
- Excel Data Summary:** An Excel file using multiple worksheets to summarize marketing and due-diligence data in legible tables and providing charts / graphs where beneficial
- Local & Regional Profile:** A complete summary of every aspect of working and living in your region with stats and graphics
- RFP Response Template:** Allows for a quick, comprehensive and professional response to Prospect RFP's / RFI's
- Traffic Count Report:** A report that identifies traffic counts on major roads as a resource for retail attraction
- EDO Website Enhancements:** Develop efficient website content organization, mock-up pages, assist with content development

Management & Reporting

- Best Practices Assessment:** Comprehensive evaluation of the EDO including recommendations for enhancing operations
- Performance Dashboard:** A Dashboard that provides for efficient management and / or reporting to the Board
- Contacts Database:** Create a customized Access database for efficient contact management
- Common File Directory:** Organize the file directory structure of the EDO and establish efficient file-naming nomenclature

Board Engagement

- Action Plan:** An Action Plan establishing prioritized goals and objectives, often serves as an Annual Report to Council
- Bylaws Amendment / Restatement:** An amendment or complete restatement of the EDO bylaws.

Incentives

- Incentives Policy:** A comprehensive Incentives Policy, resolution and application tailored to Agency needs
- Negotiations-Analysis-Proposals-Agreements:** Assist negotiations, analysis, Agreement in Principle, and final agreements
- Property Enhancement Incentives Policy:** A Policy to enhance commercial properties (e.g. façades, signs, landscaping)
- Hotel Occupancy Tax Policy:** A Policy providing requirements and procedures to evaluate any use of HOT as appropriate
- Training - Incentives, Agreements, Policies:** See Training

Business Retention & Expansion

- BRE Plan:** A comprehensive BRE Plan identifying potential programs, setting objectives and implementation schedule
- BRE Program Development:** Develop a Business Retention & Expansion Program emphasizing practical efforts and programs
- Training - BRE Programs Overview:** See Training

Planning & Economic Analysis

- Planning & Economic Analysis:** Unique planning studies that focus on specific areas to enhance the economic base (e.g. Redevelopment Plan, Visual Improvement Plan)
- Wayfinding Plan:** Develop a signage Wayfinding Plan guiding visitors to desirable destinations

Training

- Training - Intro to Economic Development:** How to implement an efficient and productive Economic Development program
- Training - Development & Incentives Process:** The development process, how the EDO fits, and who's responsible for incentives
- Training - BRE Programs Overview:** An overview on the many ways to support your existing local businesses
- Training - Local Incentives Overview:** An overview of potential local incentives (e.g. infrastructure, financial, employment)
- Training - Incentive Policies-Analysis-Agreements:** An overview of issues related to granting incentives
- Training - Everything an Economic Developer should know about Planning and Development:** A comprehensive overview of planning and development terms and practices

One-page Service Profiles are available for each service noted above. Great for discussions with Boards / Managers.



**PROFESSIONAL SERVICES AGREEMENT
(ECONOMIC DEVELOPMENT SERVICES CONSULTANT)**

This Agreement between **TexAmericas Center** (hereinafter referred to as "Client") and **EDP Best Practices, LLC** (hereinafter referred to as "ECONOMIC DEVELOPMENT SERVICES CONSULTANT") is effective as of the **1st day of October, 2020**. The parties agree as follows:

WHEREAS, the Client desires to engage ECONOMIC DEVELOPMENT SERVICES CONSULTANT to provide general Economic Development Consulting Services; and

WHEREAS, ECONOMIC DEVELOPMENT SERVICES CONSULTANT desires to render certain services as described in authorized work orders as may be hereafter issued and has the experience and staff to perform those services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. Services. The Client hereby agrees to engage ECONOMIC DEVELOPMENT SERVICES CONSULTANT, and ECONOMIC DEVELOPMENT SERVICES CONSULTANT hereby agrees to perform certain services for the Client as agreed upon from time to time. Such services shall be set forth in individual work orders as may be hereafter authorized in writing by the Client and accepted by ECONOMIC DEVELOPMENT SERVICES CONSULTANT. The terms and conditions of this Agreement shall apply to each Work Order, except to the extent expressly modified by the Work Order.

Section 2. Client's Responsibilities. The Client agrees to provide ECONOMIC DEVELOPMENT SERVICES CONSULTANT with all existing data, plans, and other information in the Client's possession (not deemed confidential or proprietary by Client, or otherwise required to be held in confidence by applicable law) which are necessary for the performance of Services as well as right of entry for ECONOMIC DEVELOPMENT SERVICES CONSULTANT'S personnel and all necessary equipment to the site(s). The Client further agrees to provide any additional data, plans, or other information as may be specified in authorized work orders.

Section 3. Standard of Care and Warranty. ECONOMIC DEVELOPMENT SERVICES CONSULTANT agrees that its Services will be performed with that level of professional care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and circumstances. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE.** ECONOMIC DEVELOPMENT SERVICES CONSULTANT will not be responsible for the interpretation or use by persons or entities other than Client of data developed by ECONOMIC DEVELOPMENT SERVICES CONSULTANT.

Section 4. Safety. ECONOMIC DEVELOPMENT SERVICES CONSULTANT is responsible for the safety on site of its own employees. This provision shall not be construed to relieve Client or any of its vendors, or other contractors from their responsibility for maintaining a safe worksite.

Neither the professional services of ECONOMIC DEVELOPMENT SERVICES CONSULTANT, nor the presence of ECONOMIC DEVELOPMENT SERVICES CONSULTANT'S employees and subcontractors shall be construed to imply ECONOMIC DEVELOPMENT SERVICES CONSULTANT has any responsibility for any activities on site performed by personnel other than ECONOMIC DEVELOPMENT SERVICES CONSULTANT's employees or subcontractors.

Section 5. Time of Performance. ECONOMIC DEVELOPMENT SERVICES CONSULTANT agrees to perform the Services within schedules as set forth in authorized work orders. ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall not be responsible for delays in the work caused by Client or its agents, consultants, or contractors. Standby or non-productive time for delays in our work caused by Client will be charged as work time unless provided for as a separate item in the work order.

Section 6. Compensation. For ECONOMIC DEVELOPMENT SERVICES CONSULTANT'S performance and completion of all services, Client shall compensate as specified in authorized work orders. Such rates include labor, overhead, expenses, and profit.

Section 7. Payment. ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall invoice Client for Services performed on a monthly basis. Each invoice is due on presentation, is payable in the Bowie County, Texas, and is past due thirty (30) days from invoice date. Client agrees to pay interest equal to one percent (1%) plus the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year, or the next day thereafter if July 1st falls on a Saturday or Sunday. Invoices for Services performed on a time-and-materials basis will be submitted showing labor (hours worked) and total expenses. If requested by the Client, documentation will be provided by ECONOMIC DEVELOPMENT SERVICES CONSULTANT at the cost of providing such documentation including labor and copying costs. Any attorneys' fees, court costs, collection fees or other costs incurred in collecting any uncontested delinquent amounts shall be paid by Client.

Payment of the fees provided for in this Contract are subject to the availability of annual appropriations by the Client, which is a political subdivision of the State of Texas. Client shall use its best efforts to obtain and appropriate funds for payment of the sums due ECONOMIC DEVELOPMENT SERVICES CONSULTANT under this Agreement.

Section 8. Notices. Communications from the Client shall be to ECONOMIC DEVELOPMENT SERVICES CONSULTANT's designated project manager or principal-in-charge of the work. Oral communications shall be confirmed in writing. Communications from ECONOMIC DEVELOPMENT SERVICES CONSULTANT to Client shall be to Client's Executive Director.

Section 9. Cost Estimates. All cost estimates provided in association with services, either prior to accomplishment or during same, are based on a scope of services provided with same. It is expressly understood by Client and ECONOMIC DEVELOPMENT SERVICES CONSULTANT that any change to said scope of services, may directly impact the cost of same. In the event that significant changes in scope are requested by Client, ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall notify Client in writing of the potential increase in costs associated with same and provide additional work orders as needed to address same.

Section 10. Confidentiality. ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall

maintain as confidential and not disclose to others without Client's prior written consent, all information obtained from Client, not otherwise previously known to ECONOMIC DEVELOPMENT SERVICES CONSULTANT in the public domain, as Client expressly designates in writing to be "Confidential." The provisions of this paragraph shall not apply to information in whatever form which (i) is published or comes into the public domain through no fault of ECONOMIC DEVELOPMENT SERVICES CONSULTANT, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

Section 11. Independent Contractor. ECONOMIC DEVELOPMENT SERVICES CONSULTANT'S relationship with the Client under this Agreement shall be that of independent contractor. The employees, methods, equipment, and facilities used by ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall at all times be under its exclusive direction and control, and the Client shall not exercise control over ECONOMIC DEVELOPMENT SERVICES CONSULTANT except insofar as may be necessary to ensure performance and compliance with this Agreement.

Section 12. Insurance. ECONOMIC DEVELOPMENT SERVICES CONSULTANT agrees to purchase and maintain, at its own expense, Automobile Liability Insurance in an amount not less than that required by Texas law.

Section 13. Indemnification. ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall defend, indemnify, and hold the Client harmless from and against any claim asserted by any person or entity (other than an officer, director, employee or agent of Client) arising out of (i) ECONOMIC DEVELOPMENT SERVICES CONSULTANT'S negligence or (ii) ECONOMIC DEVELOPMENT SERVICES CONSULTANT's breach of any obligation or responsibility imposed on it by the provisions of this Agreement, subject to the limitations and exclusions contained herein in Sections 12.

Section 14. Provided ECONOMIC DEVELOPMENT SERVICES CONSULTANT has been paid for its services, Client shall have the right to use the documents, photographs, drawings and specifications resulting from ECONOMIC DEVELOPMENT SERVICES CONSULTANT'S services. Reuse of any such materials by Client on any other project without the written authorization of ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall be at Client's sole risk. ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall have the right to retain copies of all such information and materials.

Section 15. Disputes. If a dispute arises relating to the performance of the Services covered by this Agreement, and legal or other costs are incurred, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, court costs, attorney's fees, and other claim-related expenses.

Section 16. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination, ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Section 17. No Waiver. The failure of a party to enforce strictly any provision of this

Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced.

Section 18. Choice of Law. This Agreement is deemed to be made under and shall be construed according to the laws of the State of Texas. Venue for any litigation arising out of this Agreement shall be in the District Court of Bowie County, Texas.

Section 19. Successors and Assignments. The Client and ECONOMIC DEVELOPMENT SERVICES CONSULTANT each binds itself and its successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; provided, however, neither party may assign this agreement or its duties and obligations hereunder without the prior written consent of the other party.

Section 20. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 21. Entire Agreement. This Agreement, including work orders authorized hereunder, constitutes the entire agreement between the parties hereto and it supersedes all prior or contemporaneous agreements, whether oral or written, with respect to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound. This Agreement is effective as of the date referenced above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two counterparts (each of which is an original) by their duly authorized representatives as of the date shown below.

TEXAMERICAS CENTER

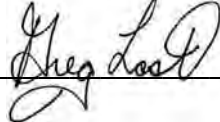
By: _____

Title: Executive Director/CEO

Date: _____

EDP BEST PRACTICES, LLC

ECONOMIC DEVELOPMENT SERVICES CONSULTANT

By:  _____

Title: CEO

Date: August 14, 2020



RESOLUTION NO. 20200922-21

**A CONTRACT WITH CHARTWELL AGENCY FOR PUBLIC RELATIONS AND
ADVERTISING FOR MARKETING SERVICES**

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, Chartwell Agency has the necessary experience and expertise to provide media, public relations and marketing support services to TexAmericas; and

WHEREAS, TexAmericas Center has determined this firm to be qualified to perform these services;

NOW, THEREFORE, BE IT RESOLVED that Scott Norton, Executive Director/CEO of TexAmericas Center shall be and he is hereby authorized to enter into a professional service contract with Chartwell Agency to provide media, public relations and marketing support services for TexAmericas Center on terms substantially the same as attached hereto.

PASSED AND APPROVED THIS 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: FY21 PSA



**PROFESSIONAL SERVICES AGREEMENT
(ECONOMIC DEVELOPMENT SERVICES CONSULTANT)**

This Agreement between **TexAmericas Center** (hereinafter referred to as "Client") and **Chartwell Agency** (hereinafter referred to as "ECONOMIC DEVELOPMENT SERVICES CONSULTANT") is effective as of the **1st day of October, 2020**. The parties agree as follows:

WHEREAS, the Client desires to engage ECONOMIC DEVELOPMENT SERVICES CONSULTANT to provide general Economic Development Consulting Services; and

WHEREAS, ECONOMIC DEVELOPMENT SERVICES CONSULTANT desires to render certain services as described in authorized work orders as may be hereafter issued and has the experience and staff to perform those services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

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CONSULTANT, nor the presence of ECONOMIC DEVELOPMENT SERVICES CONSULTANT'S employees and subcontractors shall be construed to imply ECONOMIC DEVELOPMENT SERVICES CONSULTANT has any responsibility for any activities on site performed by personnel other than ECONOMIC DEVELOPMENT SERVICES CONSULTANT's employees or subcontractors.

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information obtained from Client, not otherwise previously known to ECONOMIC DEVELOPMENT SERVICES CONSULTANT in the public domain, as Client expressly designates in writing to be "Confidential." The provisions of this paragraph shall not apply to information in whatever form which (i) is published or comes into the public domain through no fault of ECONOMIC DEVELOPMENT SERVICES CONSULTANT, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

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Section 12. Insurance. ECONOMIC DEVELOPMENT SERVICES CONSULTANT agrees to purchase and maintain at its own expense the following insurance in amounts not less than specified herein:

<u>TYPE OF INSURANCE</u>	<u>COVERAGE AMOUNTS</u>
Worker's Compensation Insurance	statutory
Employer Liability Insurance	\$1,000,000.00
General Liability Insurance	\$1,000,000.00 per occurrence/per aggregate
Automobile Liability Insurance	\$1,000,000.00 per occurrence/per aggregate
Professional Liability Insurance	\$1,000,000.00 per occurrence/per aggregate

Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, ECONOMIC DEVELOPMENT SERVICES CONSULTANT agrees to reimburse the Client for any damages sustained by the client which are covered by ECONOMIC DEVELOPMENT SERVICES CONSULTANT'S insurance to the extent of the limitations and exclusions contained within said insurance policies.

Client agrees to purchase and maintain at its own expense, general liability insurance in an amount necessary to provide coverage for sums up to the limit of Client's liability under the Texas Tort Claims Act.

Section 13. Indemnification. ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall defend, indemnify, and hold the Client harmless from and against any claim asserted by any person or entity (other than an officer, director, employee or agent of Client) arising out of (i) ECONOMIC DEVELOPMENT SERVICES CONSULTANT'S negligence or (ii) ECONOMIC DEVELOPMENT SERVICES CONSULTANT'S breach of any obligation or responsibility imposed on it by the provisions of this Agreement, subject to the limitations and exclusions contained herein in Sections 12.

Section 14. Provided ECONOMIC DEVELOPMENT SERVICES CONSULTANT has been paid for its services, Client shall have the right to use the documents, photographs, drawings and

specifications resulting from ECONOMIC DEVELOPMENT SERVICES CONSULTANT'S services. Reuse of any such materials by Client on any other project without the written authorization of ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall be at Client's sole risk. ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall have the right to retain copies of all such information and materials.

Section 15. Disputes. If a dispute arises relating to the performance of the Services covered by this Agreement, and legal or other costs are incurred, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, court costs, attorney's fees, and other claim-related expenses.

Section 16. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination, ECONOMIC DEVELOPMENT SERVICES CONSULTANT shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Section 17. No Waiver. The failure of a party to enforce strictly any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced.

Section 18. Choice of Law. This Agreement is deemed to be made under and shall be construed according to the laws of the State of Texas. Venue for any litigation arising out of this Agreement shall be in the District Court of Bowie County, Texas.

Section 19. Successors and Assignments. The Client and ECONOMIC DEVELOPMENT SERVICES CONSULTANT each binds itself and its successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; provided, however, neither party may assign this agreement or its duties and obligations hereunder without the prior written consent of the other party.

Section 20. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 21. Entire Agreement. This Agreement, including work orders authorized hereunder, constitutes the entire agreement between the parties hereto and it supersedes all prior or contemporaneous agreements, whether oral or written, with respect to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound. This Agreement is effective as of the date referenced above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two counterparts (each of which is an original) by their duly authorized representatives as of the date shown below.

TEXAMERICAS CENTER

By: _____

Title: Executive Director/CEO

Date: _____

CHARTWELL AGENCY

ECONOMIC DEVELOPMENT SERVICES CONSULTANT

By: Rebecca Epperson

Title: President, Chartwell Agency

Date: 8/25/2020



TEXAMERICAS CENTER

Agreement for Public Relations Support
October 1, 2020

Rockford

120 West State St.
Suite 305
Rockford, IL 61101
815.282.9976

Madison

4230 East Towne Blvd.
Suite 292
Madison, WI 53704
608.239.0745

Quad Cities

677 Avenue of the Cities
Suite 346
East Moline, IL 61244
309.738.1662



OBJECTIVES

The TexAmericas Center has demonstrated success with its efforts to promote Texarkana and the space available as a tool to spur economic development and job creation. In our conversation, we heard several objectives we would be working with your team to achieve:

- Sharing positive regional developments including the addition of some players from targeted industries, availability of additional land as the RCRA permit releases 6,500 additional acres; current and upcoming infrastructure reinvestments; downtown investment and more.
- Soften potential leads and reduce sales cycle time by enhancing the reputation of Texarkana, establishing an identity as a “turnaround community” in the midst of a massive reinvention (and area of opportunity).
- Share success stories – both from the granular perspective of current tenants and global perspective of regional economic impact stories.
 - Addition of a major “brand” and player in the DoD industry
 - Potential “superstar” in homeopathic supplements
 - Internal infrastructure projects for the Center
 - Potential projects in the pipeline which could come to fruition
- Position the TexAmericas Center in front of targeted audiences, including but not limited to local business owner and real estate influencers; targeted industries; and businesses located in outside for whom the Center (and Texarkana) could be a relocation site that promises operational efficiencies, cost savings, ample talent, and growth opportunities.
 - Ensure local audiences know that the RCRA permit is off, the land is fully served by infrastructure and can transact on it
 - Focus on Dallas, then expand to other regional markets
 - Identify other opportunity areas (California, Illinois, New York, DoD “hot spots”)
- Identify opportunities and tactics to engage with centers of influence for primary and secondary targeted markets including:
 - Defense and weapons systems
 - Heavy manufacturing/specialty vehicles
 - Warehousing
 - Smaller niche markets of forestry, food processing and vulcanized rubber
- Work to build an understanding of the future’s talent pipeline needs, helping build a coalition to advocate for programs that train to the skills needed for incoming industry.



APPROACH - INITIAL PRIORITIES

Like any building, a solid foundation is necessary for a sound marketing and public relations strategy. The foundation activities are the base upon which all other efforts are built. The initial priorities are key foundational pieces to ensure long-term success of your objectives and include:

Coordinate Messaging: We believe that a shared vision and corresponding message is critical to any long-term efforts to establish and build the organization's reputation as a leading economic driver for the region. To target our efforts for the various audiences, Chartwell will facilitate a discovery meeting with the leadership team to shape the most compelling messages and relevant proof points.

Develop a Public Relations Plan: For longer-term initiatives, Chartwell recommends developing the strategic PR plan to guide efforts. The PR plan identifies and times PR opportunities to position Texarkana and the TexAmericas Center for enhanced visibility, credibility and growth. The plan outlines an annual roadmap of communications to reach targeted audiences with the necessary frequency to drive overall brand awareness or specific calls to action.

Secure Placements and Opportunities: Once the plan is reviewed and approved, Chartwell is charged with responsibility to implement short- and long-term initiatives to enhance the visibility of TexAmericas Center. With that in mind, we've identified some initial announcements to prioritize:

- Local/regional announcement – RCRA permit
- Local/regional//industry success stories (current tenants)
- Talent pipeline initiative communications

WHY CHARTWELL?

Chartwell believes that a thoughtful public relations strategy will complement your efforts to increase awareness and deepen the lead generation pipeline. Our depth of experience and proven track record of success working with similar organizations (economic development organizations, municipalities and airports, among others) provides us with a strong foundation for what success looks like for an organization like yours. We know how to shape, share and leverage your story.

Our experience with economic development groups allows us to effectively develop a public relations strategy that presents TexAmericas Center in front of local and targeted regional audiences, highlighted industries and influencers. Our ability to identify and quickly form relationships with reporters, editors, and publications ensures earned opportunities that enhance awareness, boost reputation and soften the lead time for your pipeline.

Chartwell works as an extension of your team, enhancing the skills of internal team members in identifying, pitching, securing and sharing the stories important to share with relevant key audiences. Our support also allows internal team members to focus their attention on qualifying prospects.



BUDGET

We are thrilled with the opportunity to help the TexAmericas Center achieve its goals. The monthly budget is \$4,000/month to engage in a coordinated public relations strategy with Chartwell Agency.

This represents a **total not-to-exceed budget** and ensures that your activities are created, managed and implemented within that fee. If we go over that amount, we only bill you for the agreed-upon budget (unless the scope of work changes). You do not need to worry about meetings and/or time incurred; we are an extension of your team focused on your goals. We manage our time and your priorities to deliver meaningful results while staying within the outlined budget.

After six months, Chartwell and TexAmericas Center will review if the budget needs to be adjusted based on additional work requested. Until that time, the budget remains at \$4,000 unless work outside of the scope outlined is approved and agreed upon by both parties.

SUMMARY

Thank you for the opportunity to work with TexAmericas Center to further raise its profile among key audiences and to enhance the outcomes for the organization.

CHARTWELL:

PR Etc., Inc., d/b/a
Chartwell Agency, an Illinois corporation

By: *Rebecca Epperson*
Printed Name: Rebecca Epperson
Title: President
Date: September 14, 2020

CLIENT:

TexAmericas Center

By: _____
Printed Name: _____
Title: _____
Date: _____



RESOLUTION NO. 20200922-22

APPROVAL OF AMENDMENTS TO PERSONNEL POLICY MANUAL

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, it is advisable to amend said Personnel Policy Manual to be current with state and federal labor laws; and

WHEREAS, TexAmericas Center now requires an update to the existing policy based on contemporary circumstances; and

WHEREAS, a Personnel Policy Manual was adopted on November 27, 2012 by **Resolution #20121127-06 (last revision date 20200623 by Resolution #20200623-05)**; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that the Board of TexAmericas Center approves the adoption of the attached revised Personnel Policy Manual; and

BE IT FURTHER RESOLVED that Scott Norton, Executive Director/CEO, shall be and is hereby authorized to implement the personnel policy as specified in the Policy immediately.

PASSED AND APPROVED THIS 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Personnel Policy Manual



Personnel Policy Manual

Amended: September 224, 202019 By Resolution ~~20190924~~20200922-18

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About this Personnel Policy Manual / Disclaimer

We prepared this Personnel Policy Manual to assist you in finding the answers to many questions that you may have regarding your employment with TexAmericas Center. Please take the necessary time to read it.

We do not expect this handbook to answer all of your questions. Your Supervisor and the Office Manager also will be a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative, is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. TexAmericas Center adheres to the policy of employment at will, which permits TexAmericas Center or the employee to terminate the employment relationship at any time, for any reason, with or without cause or notice.

No one is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or agreement is in writing and signed by the Executive Director/CEO.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate TexAmericas Center documents. These TexAmericas Center documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general TexAmericas Center guidelines. TexAmericas Center may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to terminate employment at will, which may only be modified by an express written agreement signed by the employee and Executive Director/CEO.

This handbook supersedes all prior handbooks.

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Section 1 - Governing Principles of Employment

1-1 Welcome Statement

For those of you who are commencing employment with TexAmericas Center, on behalf of TexAmericas Center, let me extend a warm and sincere welcome. We hope you will enjoy your work here. We are glad to have you with us.

For those of you, who have been with us, thank you for your past and continued service.

I extend to you my personal best wishes for your success and happiness here at TexAmericas Center. We understand that it is our employees who provide the services that our customers rely upon, and who will grow and enable us to create new opportunities in the years to come.

Scott Norton, Executive Director/CEO

1-2 Equal Employment Opportunity

TexAmericas Center is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, national origin, ancestry, age, disability or handicap, sex, marital status, veteran status, sexual orientation, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

TexAmericas Center will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let the Executive Director/CEO know.

TexAmericas Center will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on TexAmericas Center's operations. If you wish to request such an accommodation, please speak to the Executive Director/CEO.

Any employees with questions or concerns about equal employment opportunities in the

workplace are encouraged to bring these issues to the attention of the Executive Director/CEO. TexAmericas Center will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including discharge.

1-3 Non-Harassment

It is TexAmericas Center's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the Executive Director/CEO. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, TexAmericas Center will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

1-4 Sexual Harassment

It is TexAmericas Center's policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within TexAmericas Center. It is to ensure that all TexAmericas Center employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments.

Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact Executive Director/CEO. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, TexAmericas Center will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

1-5 Drug and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect TexAmericas Center property, and to ensure efficient operations, TexAmericas Center has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for TexAmericas Center.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on TexAmericas Center premises, while on TexAmericas Center business (whether or not on TexAmericas Center premises) or while representing TexAmericas Center, is strictly prohibited. Employees and other individuals who work for TexAmericas Center also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work.

Employees must notify TexAmericas Center within five calendar days if they are convicted

of a criminal drug violation in the workplace. Such employees will be subject to discipline up to and including discharge.

Violation of this policy will result in disciplinary action, up to and including discharge.

TexAmericas Center maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any TexAmericas Center employee, including themselves.

At the direction of the Executive Director/CEO, employees may be subject to random drug screening/tests. Refusal to comply will result in disciplinary action, up to and including discharge.

1-6 Workplace Violence

TexAmericas Center is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to TexAmericas Center and personal property.

We do not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in TexAmericas Center policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or Supervisor; attempts to sabotage the work or equipment of a co-worker;

blaming others for mistakes and circumstances; demonstrating a propensity to behave and react irrationally

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any TexAmericas Center employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees are prohibited from carrying weapons onto TexAmericas Center premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom you feel comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If TexAmericas Center determines, after an appropriate good faith investigation, that someone has violated this policy, TexAmericas Center will take swift and appropriate corrective action.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

Section 2 – About TexAmericas Center

2-1 General Information

TexAmericas Center is established as an authority and political subdivision of the State of Texas in accordance with Chapter 3503, Texas Special District Local Laws Code. Resolutions by the County of Bowie and area municipalities authorized TexAmericas Center's establishment.

TexAmericas Center is a public organization. Its employees must adhere to high standards of public service that emphasize professionalism, courtesy, and avoidance of even the appearance of illegal or unethical conduct at all times. Employees are required to give a full day's work, to carry out efficiently the work items assigned as their responsibility, and to do their parts in maintaining good relationships with the public, their Supervisors, and other member government employees and officials.

TexAmericas Center is required by State Law to be composed of fifteen members:

- three members appointed by the Texarkana, TX City Council
- two members appointed by the County Judge of Bowie County
- one member appointed by the Bowie County Commissioners Court
- one member appointed by the Mayor of Redwater
- one member appointed by the Mayor of Maud
- one member appointed by the Mayor of Nash
- one member appointed by the Mayor of Wake Village
- one member appointed by the Mayor of New Boston
- one member appointed by the Mayor of Hooks
- one member appointed by the Mayor of Leary
- one member appointed by the Mayor of DeKalb
- one member appointed by the Mayor of Red Lick

As a governmental unit, TexAmericas Center was created to accept title, on approval by and in coordination with the governor, from the United States to all or any portion of the real, personal, and mixed property situated within the surplus property of Red River Army Depot.

2-2 Mission Statement

To generate quality enterprises and activities that ensures the long-term economic stability of Northeast Texas.

2-3 TexAmericas Center Strategic Plan Goals

- Create jobs that exceed the 800 jobs lost through base closure (avoid job shifting for "0" net gain)

- Raise skill and average income levels for jobs created
- Maximize education opportunities to create a skilled labor force
- Develop revenue and support to administer and maintain the facility
- Ensure that reuses are compatible with the highest community goals, standards and adjacent land uses
- Confirm that all interim uses have long-term capability
- Assure that all Federal environmental clean-up responsibilities are met
- Maintain maximum Federal participation in post-closure base maintenance responsibilities
- Ensure maximum opportunity for citizen involvement and participation in base redevelopment
- Guarantee that all real and personal property needed for redevelopment is retained
- Create a redevelopment plan that prioritizes early phase-out lease opportunities and is a dynamic plan that allows maximum flexibility
- Establish a proactive marketing program that targets specific economic development opportunities

2-4 Authority

The Board of Directors of TexAmericas Center establishes these policies and any amendments, revisions, or additions to the policies must be approved by the Board. TexAmericas Center specifically reserves the right to change, modify, alter, or eliminate any policy at any time, with or without notice. The Executive Director/CEO may issue oral or written interpretations or clarifications of the policies.

These policies completely replace and supersede any and all personnel policies previously adopted, individually or as a set of policies, by TexAmericas Center or predecessor Boards.

2-5 Severability

The provisions of these policies are severable, and if any provisions or part of a provision is held invalid, illegal, or unenforceable, this shall not affect the validity of the remaining provisions or parts of provisions which shall remain in force and effect.

2-6 Purpose

These policies set forth the primary rules governing employment with TexAmericas Center and are intended to inform employees of the benefits and obligations of employment. They have been prepared and adopted in order to promote consistent, equitable, and effective practices by both employees and Supervisors. They do not and are not intended to create any type of contract of employment between TexAmericas Center and any employee.

2-7 Applicability of Personnel Policies

These personnel policies apply equally to all employees unless a class of employees is specifically exempted by these policies or by written agreement with TexAmericas Center.

In cases where federal or state laws or regulations supersede local policy for specific groups of employees, such laws or regulations will substitute for these personnel policies only insofar as necessary for compliance.

Compliance with these policies is not optional. Failure to comply or follow these policies may subject an employee to disciplinary action, up to and including termination.

2-8 Dissemination of Personnel Policies

The Executive Director/CEO maintains the official set of the personnel policies with all revisions for reference by employees. In addition, the Executive Director/CEO will provide a complete copy of this manual and copies of all subsequent revisions to each TexAmericas Center staff member, who is responsible for notifying employees of policy changes and making the updated manual available to employees. If a question arises about a particular policy, the official set of policies maintained by the Executive Director/CEO should be consulted and shall control.

Employees are required to adhere to the rules and regulations stated herein. Within two weeks of employment, every employee is required to sign an acknowledgment of having read and understood the Personnel Policies Manual and the policies contained in it.

2-9 Affirmative Action

TexAmericas Center will take affirmative action to see that applicants are employed, and employees are treated equally during their employment, without discrimination based on race, age, religion, color, disability, national origin, or sex. In addition, TexAmericas Center will seek actively to include qualified members of minority groups in applicant pools.

2-10 Changes to Policies and Employee Suggestions

These personnel policies may be amended or revised or new policies may be added, at any time, with or without notice, upon the approval of TexAmericas Center Board of Directors.

Employees are encouraged to make constructive suggestions for improvements in these policies or in work procedures or conditions. Any employee who wishes to suggest a personnel policy change should submit his or her suggestion(s) to the Executive Director/CEO who may forward the information to the governing body, where appropriate, along with the rationale for making the change. Employees are responsible for maintaining current knowledge and understanding of all personnel policy changes and for requesting clarification or assistance when needed.

2-11 Approved Position Descriptions

The by-laws state TexAmericas Center may employ such full or part-time employees as needed to carry out the programs of TexAmericas Center, provided however, that such positions have been approved by the board. The following positions have been approved by the TexAmericas Center Board of Directors:

<u>Approved Position Name</u>	<u>Number Approved</u>
Executive Director/CEO	1
Executive Vice President/COO	1
Executive Assistant - Office Manager	1
<u>Vice President of Finance</u>	<u>1</u>
Controller	1
Bookkeeper/Receptionist	1

<u>Accounting Clerk</u>	<u>1</u>
Executive VP/Chief Economic Development Officer	1
<u>Vice President of Logistics</u>	<u>1</u>
<u>Logistics Manager</u>	<u>1</u>
<u>Logistics Clerk</u>	<u>2</u>
<u>Logistics Laborer</u>	<u>6</u>
Administrative & Tenant Relations Specialist Economic Development Administrative Assistant	1
Customer Engagement Specialist	1
Operations Supervisor	1
Labor Foreman/Abatement Supervisor	1
Maintenance Tech	1
Laborer	3

All approved positions may or may not be filled, may be filled by temporary labor, or may be substituted through consultant or contract work as approved by the Board of Directors.

Approved job descriptions are at the end of the Policies Procedure Manual.

Section 3 – Employment Practices

3-1 Responsible Agent for Appointment

The Executive Director/CEO is the chief administrative officer and is responsible for the selection and length of tenure of all employees of TexAmericas Center within the limits of these policies and the overall comprehensive budget. Other Supervisors may be asked for recommendations as appropriate. All selection decisions will include a review by the Executive Director/CEO of the policies and procedures followed in the search and selection.

3-2 Methods of Recruitment and Selection

TexAmericas Center has three methods of filling vacancies; (1) promotion from within; (2) lateral transfer from within; or (3) public announcement and competitive consideration of external and internal applications for employment. The Executive Director/CEO determines the method to be used in filling each vacancy.

3-3 Public Announcements

The Executive Director/CEO in the manner most appropriate for the particular position being filled disseminates public announcements of position openings for which there will be competitive consideration.

3-4 Qualifications

The Executive Director/CEO establishes the minimum required knowledge, skills, and abilities for each staff position and the acceptable levels of experience and training for each.

3-5 Selection

Vacancies on TexAmericas Center staff are filled by promotion, transfer, or initial appointment, and on the basis of merit. Selections are made only on the basis of occupational qualifications and job-related factors such as skill, knowledge, education, experience, and ability to perform the specific job.

3-6 Age Requirements

Persons under 18 years of age will not be employed in any full-time regular position. Legal reference: U.S. Age Discrimination in Employment Act of 1967, as amended.

3-7 Application for Employment

Each applicant for employment is required to submit an application and other pertinent information regarding training and experience. The Executive Director/CEO, or his or her designee, shall make appropriate inquiries to verify the match between the applicant's background and the position requirements.

It is the responsibility of the Executive Director/CEO or his or her designee to make appropriate checks to verify education, experience, character, and required certificates and skills of an applicant prior to appointment. In the case of applicants for positions that require driving a vehicle or certified to operate certain equipment, the Executive Director/CEO or designee may check the prospective employee's driving record and qualifications prior to offering the applicant employment with TexAmericas Center.

3-8 Consideration of Current Employees

In the case of any vacancies in the organization for which competitive internal applications will be accepted the Executive Director/CEO will notify employees and employees will be permitted to apply for any position for which they consider themselves qualified.

3-9 Employment of Relatives (Nepotism)

Nepotism is the showing of favoritism toward a relative. The practice of nepotism in hiring personnel is forbidden.

No person may be hired who is related within the second degree by affinity (marriage) or within the third degree by consanguinity (blood) to any member of the governing body, to the Executive Director/CEO, or to an employee who would supervise the person. No person may continue in employment that is related to the Executive Director/CEO or a member of the Board in one of the prohibited degree.

In addition, in the interest of effective management, no personnel action will be taken that would result in any employee supervising another employee who is related within the second degree of affinity or the third degree of consanguinity to the supervisory employee.

In other cases such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of TexAmericas Center. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual.

TexAmericas Center generally will attempt to identify other available positions, but if no alternate position is available, TexAmericas Center retains the right to decide which employee will remain with TexAmericas Center.

3-10 Testing

Tests administered for employment or promotion normally will be specifically job-related tests (e.g., operating equipment, word processing, operating a computer, lifting something heavy required in the job, tabulating columns of numbers, or writing samples). TexAmericas Center may conduct pre-employment qualification assessment testing for certain job positions. The tests vary based on the qualifications for the particular position. Reasonable accommodations will be made to applicants with a disability, if a request for such accommodation is made in advance of a test.

3-11 Physical Standards

Physical Examinations: Applicants may be required to undergo a medical examination if they will be operating TexAmericas Center equipment or machines. All applicants will be subject to urinalysis testing after a conditional offer of employment has been extended.

Employee Medical Records: Medical records relating to the medical condition, medical testing, or drug testing of an employee or a prospective employee are maintained separately from employee personnel files. These medical files are kept in separate files with the master records file, are confidential, and are not released to anyone unless a “need to know” has been clearly established. Only the Executive Director/CEO and the Office Manager have access to employee medical records. (Legal Reference: U.S. Americans with Disabilities Act of 1990.)

3-12 Verification of Eligibility to Work

In order to comply with the Immigration Reform and Control Act of 1986, each new employee is required to complete and sign an INS Form I-9 within three days of his or her first day of employment to provide proof of his or her identity and employment eligibility.

3-13 Driving Record

Every employee who is required to drive a vehicle on TexAmericas Center business must maintain a safe driving record and a valid driver’s license. For this reason, TexAmericas Center may check a prospective employee’s driving record prior to offering the applicant employment in a capacity that requires operating a vehicle, and may recheck an employee’s driving record as needed after employment in such a capacity.

3-14 Disqualification

An applicant is disqualified from employment by TexAmericas Center if he or she: (Legal reference: V.T.C.A. Government Code, Title 4, Section 415.057; Federal Immigration Reform and Control Act of 1986.)

- Does not meet the minimum qualifications for performance of the duties of the position involved
- Knowingly has made a false statement on the application form
- Has committed fraud during the selection process
- Is not legally permitted to hold the position
- Has offered or attempted to offer money, service, or any other thing of value to secure an advantage in the selection process
- Is not able to perform the essential functions of the position, with or without reasonable accommodation, or
- Has failed to produce within three days of employment original legal document(s) that establish identity and employment eligibility

3-15 Orientation and Training

Before an individual begins performing his or her actual duties, he or she will be given a brief orientation by the Supervisor for whom he or she will be working or by that person's designated representative. The purpose of the session is to enable a new employee to understand his or her job better and to understand the relationship of the job to the overall operation of TexAmericas Center. During the orientation, employees will be given a copy of the Personnel Policies Manual. It must be read within two weeks and the employee must sign a statement that they have read and understood the policies.

Training an employee is the responsibility of the Supervisor for whom the employee works. Whenever possible, employees receive on-the-job training under close supervision.

Section 4 - Operational Policies

4-1 Employee Classifications

For purposes of this handbook, all employees fall within one of the classifications below.

Full-Time Employees - Employees who regularly work at least 40 hours per week who were not hired on a short-term basis.

Part-Time Employees - Employees who regularly work fewer than 40 hours per week who were not hired on a short-term basis.

Short-Term Employees - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term Employees generally are not eligible for TexAmericas Center benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either “exempt” or “non-exempt” for purposes of federal and state wage and hour laws. Exempt employees do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. You will be informed of your classifications upon hire and informed of any subsequent changes to your classifications.

4-2 Trial Period

The first three months of your employment is a probationary period. This is an opportunity for TexAmericas Center to evaluate your performance. It also is an opportunity for you to decide whether you are happy being employed by TexAmericas Center. TexAmericas Center may extend the probationary period if it desires. Completion of the probationary period does not alter an employee’s at-will status.

TexAmericas Center will conduct a formal performance review at the end of the probationary period.

4-3 Your Employment Records

In order to obtain your position, you provided us with personal information, such as your address and telephone number. This information is contained in your personnel file.

Please keep your personnel file up to date by informing the Office Manager of any changes. Also, please inform the Office Manager of any specialized training or skills you may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect your withholding tax and benefit coverage. Further, an “out of date” emergency contact or an inability to reach you in a crisis could cause a severe health or safety risk or other significant problems.

4-4 Personnel Files

Personnel records are maintained by the Executive Director/CEO or his or her designee.

Information in an employee's personnel file is public information and must be disclosed upon request unless specific items are accepted from disclosure by law. No information from any record placed in an employee's file will be communicated to any person or organization except by the Executive Director/CEO or an employee authorized to do so by the Executive Director/CEO.

Each employee may choose whether TexAmericas Center discloses the employee's home address and telephone number to the public on request. If a new employee does not request confidentiality within the first 14 days of employment, the home address and telephone number of file are considered public information. However, employees may change their election for disclosure or confidentiality at any time. A form for designating this information as confidential or public is available from the Executive Director/CEO. (Legal reference: Texas Open Records Act, V.T.C.S. Article 6252-17a.)

An employee or his or her representative designated in writing may examine the employee's personnel file upon request during normal working hours at TexAmericas Center offices.

When a Supervisor requires access to the personnel file of an employee under his or her supervision for the handling of personnel matters, the Supervisor must obtain authorization from the Executive Director/CEO or his or her designee.

Employees are expected to inform the Office Manager of any changes or corrections to information recorded in their individual personnel file such as home address, telephone number, person to be notified in case of emergency, or other pertinent information.

4-5 Contents of Personnel Files

An employee's official personnel file may contain at least the following:

- An employment record form summarizing the employee's history with TexAmericas Center
- W2
- I-9 form
- A copy of the employee's application for employment/resume
- A copy of the employment offer letter and acceptance
- Employee's job description(s) (if any)
- Election to disclose or keep confidential home address and home telephone number

form

- Personnel Action Forms
- Records of any citations for excellence, awards for good performance, or job-related training/education
- Records of disciplinary action(s)
- Performance evaluations
- Copies of any grievances and related materials
- Any other pertinent information having a bearing on the employee's status
- Any written statements from the employee explaining, rebutting, or clarifying other items in the file

An employee's personnel file does not contain information regarding an employee's medical record(s), nor does it contain any information relating to drug testing. (Legal reference: U.S. Americans with Disabilities Act of 1990.)

4-6 Leave Records

Records of vacation leave and sick leave accrual and of leave usage are kept for each employee by the Controller or his/her designee. Leave is updated every pay period. Leave balances are shown on employee's paystub which reflect any remaining leave to which an employee is entitled.

4-7 Working Hours and Schedule

TexAmericas Center normally is open for business from 8:00 am to 4:30 pm, Monday through Friday. You will be assigned a work schedule and you will be expected to begin and end work according to the schedule. To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis.

Employees will be provided meal and rest periods as required by law. Your Supervisor will provide further details.

4-8 Professional Development

TexAmericas Center encourages its employees to take advantage of educational or training opportunities and professional memberships that are related to and will enhance the performance of the employees work with TexAmericas Center.

Tuition Reimbursement

With advance approval of the Executive Director/CEO, full-time employees who enroll in accredited courses of instruction that will enhance their job performance at TexAmericas Center may be reimbursed for tuition, fees and books upon presenting evidence of successful course completion.

In order to be entitled to reimbursement, employees must make a written request and receive written approval of the Executive Director/CEO prior to course enrollment. Any employee who receives reimbursement for education and training and who voluntarily leaves the employ of TexAmericas Center fewer than 6 months after receiving the reimbursement must return the amount received in full. TexAmericas Center may deduct any such amounts owed from accrued pay or benefits otherwise due to the employee upon termination.

Professional Memberships and Seminars

TexAmericas Center encourages membership and active participation by employees in appropriate professional organizations when they are judged by the Executive Director/CEO to offer special training or information of value to the employee in the performance of TexAmericas Center duties. Memberships and attendance at meetings and conferences of professional organizations paid for by TexAmericas Center are subject to specific approval by the Executive Director/CEO.

4-9 Timekeeping Procedures

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is your responsibility to sign your time record to certify the accuracy of all time recorded.

Any errors in your time record should be reported immediately to your Supervisor, who will attempt to correct legitimate errors.

4-10 Overtime

Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Your Supervisor is responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide you with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) his/her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law.

TexAmericas Center staff who are exempt from the overtime provisions of the Fair Labor Standards Act are expected to render necessary and reasonable overtime services with no additional compensation. The salaries of these positions are established with this assumption in mind. This overtime may be used as a factor in granting or denying paid leave other than vacation or sick leave. (Legal reference: U.S. Fair Labor Standards Act of 1938, as amended; Garcia v. S.A.M.T.A., U.S. Supreme Court, 1985; U.S. Equal Pay Act of 1963.)

Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the work week begins at 12 a.m. on Saturday and ends 168 hours later at 12 a.m. on the following Saturday.

4-11 Travel Time for Non-Exempt Employees

Overnight, Out-of-Town Trips

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

Out-of-Town Trips for One Day

Non-exempt employees who travel out of town for a one-day assignment will be paid for

all travel time, except for, among other things: (i) time spent traveling between the employee's home and the local railroad, bus or plane terminal; and (ii) meal periods. Non-exempt employees will be paid a per diem based on the location of travel and the number of quarters they are traveling for business. There are four quarters in a day specifically defined as: Quarter 1 is 12am-6am, Quarter 2 is 6am-12pm, Quarter 3 is 12pm-6pm, and Quarter 4 is 6pm-12am. If the non-exempt employee is traveling at any part of any quarter they will receive a per diem for that quarter.

Local Travel

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when an employee goes directly home from his/her final job site, unless it is much longer than his/her regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

Commuting Time

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near his/her home, but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable. If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half times the regular rate.

4-12 Safe Harbor Policy for Exempt Employees

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly and that no improper deductions are made, you must review your pay stubs promptly to identify and report all errors.

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours you may work for TexAmericas Center. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example,

unless state law requires otherwise, your salary can be reduced for the following reasons:

- Full-day absences for personal reasons
- Full-day absences for sickness or disability
- Full-day disciplinary suspensions for infractions of our written policies and procedures
- To offset amounts received as payment for jury and witness fees or military pay
- The first or last week of employment in the event you work less than a full week
- Any full work week in which you do not perform any work

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 457(b)/401(a) or pension plan.

In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability
- Your absence on a day because your employer has decided to close a facility on a scheduled work day
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work
- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to your accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

Exempt employees are expected to complete weekly timesheets.

If you believe you have been subject to any improper deductions, you should immediately report the matter to your Supervisor. If the Supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact the Controller or any other Supervisor in TexAmericas Center with whom you feel comfortable.

Comp time for full-time exempt employees can be tracked and used at the discretion of the Executive Director/CEO.

4-13 Your Paycheck

You will be paid bi-weekly for all the time you have worked during the past pay period.

Your paystub itemizes deductions made from your gross earnings. By law, TexAmericas Center is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Your paystub will also differentiate between regular pay received and overtime pay received.

If you believe there is an error in your pay, bring the matter to the attention of the Controller immediately so TexAmericas Center can resolve the matter quickly and amicably.

Your paystub will be given only to you, unless you request that it be mailed, or authorize in writing another person to accept your paystub for you.

4-14 Direct Deposit

TexAmericas Center requires employees to use direct deposit. Authorization forms are available from the Office Manager.

4-15 Salary Advances

TexAmericas Center does not permit advances on paychecks or against accrued paid time off.

4-16 Performance Reviews

Depending on your position and classification, TexAmericas Center endeavors to review your performance annually. However, please understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of the Executive Director/CEO.

In addition to these formal performance evaluations, TexAmericas Center encourages you and your Supervisor to discuss your job performance on a frequent and ongoing basis.

4-17 Record Retention

TexAmericas Center acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against TexAmericas Center and its employees and possible disciplinary action against responsible individuals (up to and including termination of employment). Each employee has an obligation to contact the

Executive Director/CEO to inform them of a potential or actual litigation, external audit, investigation or similar proceeding involving TexAmericas Center that may have an impact on record retention protocols.

4-18 Employee Suggestions and Training

Employees are encouraged to make suggestions to their Supervisors for improvements that would make the TexAmericas Center a safer or more healthful place to work.

A safety training record shall be maintained for each TexAmericas Center employee. The Supervisor will ensure each employee's training record is documented, and each employee will acknowledge the training by signing and dating the form.

The Supervisor may hold periodic safety meetings to the benefit of the TexAmericas Center. Subject sources range from, but are not limited to the following: CD-ROM training aids, Internet correspondence, OSHA manuals, and or public access videos available from city libraries, on pre-selected topics pertinent to TexAmericas Center activities.

The Supervisor may offer training classes for all employees, using CD-ROM safety training discs and other multi-media projection system, and other training aids. Individual safety classes may be conducted when coordinated with the Supervisor. The Supervisor and or staff personnel can make hard copies of specific CD-ROM safety training topics for those employees that do not have access to a CD-ROM device at their work site. Employees are encouraged to promote safety awareness among the entire work force.

Section 5 - Benefits

5-1 Benefits Overview

In addition to good working conditions and competitive pay, it is TexAmericas Center's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet your present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs TexAmericas Center provides for you and your family. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for your general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon your request from the Office Manager. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, TexAmericas Center (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While TexAmericas Center intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If you have any questions regarding your benefits, please contact the Office Manager.

5-2 Holidays

Full-time employees will be paid for the following holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day and following Friday
Christmas Eve and Christmas Day

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in

to work on a holiday will receive a minimum of 4 hours pay at double time, and granted an alternate day off for the holiday, preferably within the same pay period.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) and not charged for the vacation day.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of TexAmericas Center.

If a holiday falls within maternity leave the holiday will not be paid.

5-3 Annual Leave

We know how hard you work and recognize the importance of providing you with time for rest and relaxation. We fully encourage you to get this rest by taking your vacation time.

Full-time employees accrue up to fifteen (15) days of vacation per year (120 hours). Vacation is accrued on a pro-rata basis throughout the year at a rate of 4.62 hours per pay period. Vacation leave may not be taken before the completion of 6 months of employment and worked a total of 1,040 hours, even if a portion of those hours were worked through a temporary employment service

The maximum allowable accumulation of vacation leave is five weeks (200 hours). No vacation leave above the maximum allowable is accrued.

The maximum vacation entitlement for part-time employees is pro-rated based on hours worked.

Accrued, unused vacation time can be carried over to the following calendar year.

Every effort will be made to grant your vacation preference, consistent with our operating schedule. However, if too many people request the same period of time off, TexAmericas Center reserves the right to choose who may take vacation during that period. Individuals with the longest length of service generally will be given preference. Vacation requests must be submitted to your manager at least 2 weeks in advance of your requested vacation dates.

Accrued, unused vacation is paid out upon separation for employees that have been employed for six (6) months and worked 1,040 hours. Employees MUST give proper

written notice of separation of at least two weeks to be eligible for the payment of the unused vacation.

Advanced but unaccrued vacation will be deducted from your final paycheck, to the extent permitted by law.

5-4 Sick Leave

Full-time employees are eligible to receive up to twelve (12) paid sick days (96 hours) each year. Sick leave is accrued on a pro-rata basis throughout the year at a rate of 3.68 hours per pay period. If you will be out of work due to illness, you must call in and notify your Supervisor as early as possible, but at least by the start of your workday. If you call in sick for three (3) or more consecutive days, you may be required to provide your Supervisor with a doctor's note on the day you return to work.

The maximum allowable accumulation of sick leave is fifteen weeks (600 hours). No sick leave above the maximum allowable is accrued.

Accrued, unused sick time can be carried over to the following calendar year.

The maximum sick day's entitlement for part-time employees is pro-rated based on hours worked.

Accrued sick leave is not paid out at separation.

Employee with accrued sick leave may use it if the employee is absent from work due to:

- Personal illness or physical or mental incapacity
- Medical, dental, or optical examination or treatments
- Medical quarantine resulting from exposure to a contagious disease, or
- Illness of a member of the employee's immediate family who requires the employee's personal care and attention. For this purpose, immediate family is defined as the employee's spouse, children, parent, or any other relative of the employee who resides in the employee's household and is dependent on the employee for care

Advanced but unaccrued sick days will be deducted from your final paycheck, to the extent permitted by state law.

5-5 Maternity Leave

Maternity leave can be claimed by full-time employees who have worked at TexAmericas Center for at least 12 consecutive months, following the birth of a child. Generally, six consecutive weeks of maternity leave will be granted to eligible employees. Maternity leave is unpaid leave provided; however, an employee may have accrued sick leave and vacation leave and be compensated for same.

5-6 Lactation Breaks

Employees who are nursing are provided with reasonable unpaid break time for up to one year following the birth of a child to express breast milk, as long as providing such break time does not unduly disrupt operations. TexAmericas Center will provide a private location. Please advise management if you need break time and an area for this purpose. Employees will not be retaliated against for exercising their rights under this policy.

5-7 Insurance Programs

Full-time employees may participate in TexAmericas Center's insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, you will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to speak to the Office Manager if you have any further questions.

5-8 Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your Supervisor. Employees injured on the job will be required to take a drug test. Failure to follow TexAmericas Center procedures may affect your ability to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence.

5-9 Jury Duty Leave

TexAmericas Center realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. You are expected, however, to provide TexAmericas Center

with proper notice of your request to perform jury duty and with your verification of service. You also are expected to keep management informed of the expected length of your jury duty service and to report to work for the remaining portion of the day if you are excused by the court. If the required absence presents a serious conflict for management, you may be asked to try to postpone your jury duty. Employees on jury duty leave will be paid.

5-10 Bereavement Leave

We know the death of a family member is a time when you wish to be with the rest of your family. If you are a full-time employee and you lose a close relative, you will be allowed paid time off of up to five (5) days to assist in attending to your obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic partner, child, parent, sibling, or grandparent of an employee, employee's spouse, or any relative living in the employee's household. You must inform your Supervisor prior to commencing bereavement leave. In administering this policy, TexAmericas Center may require verification of death.

5-11 Emergency Leave

Up to three days per year of emergency leave with pay may be granted to full-time employees by the Executive Director/CEO in the event of (1) a death in an employee's family or (2) serious illness of a member of the employee's immediate family who requires the employee's personal care and attention if sick leave is not available or (3) an unforeseen circumstance that would warrant emergency leave. The length of time granted (number of hours or days) for a specific emergency leave must be approved by the Executive Director/CEO in advance and will depend on the circumstances. The terms of and reasons for the leave must be documented and filed in the employees personnel file.

For purposes of emergency leave, family includes spouse, child, parent, brother, sister, or grandparents of an employee, employees spouse, or any relative living in the employees household.

5-12 Voting Leave

In the event an employee does not have sufficient time outside of working hours to vote in an election, the employee may take off enough working time to vote. Such time will be paid. This time should be taken at the beginning or end of the regular work schedule. Where possible, your Supervisor should be notified at least two days prior to the voting

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5-13 Retirement Plan

Eligible employees are able to participate in TexAmericas Center's retirement plan. Plan participants may make pre-tax contributions to a retirement account.

Upon becoming eligible to participate in this plan, you will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to the Office Manager if you have any further questions.

Section 6 – Financial Policies

6-1 TexAmericas Center Credit Cards

The TexAmericas Center may provide credit cards for use by TexAmericas Center employees and are intended for TexAmericas Center business only. Each month the employee who is responsible for a credit card will be issued a copy of the bill for that credit card and it is the responsibility of the employee to review this bill and determine its accuracy. The employee is responsible for the receipts of items charged throughout the month. Each amount on the monthly billing must have a receipt or some type of documentation to support it, which should be attached to the bill. If any charges are determined to be inaccurate or inappropriate they should be reported to TexAmericas Center Executive Director/CEO.

6-2 Purchase Orders

All Purchase Orders must be tied to a budget line item and should be pre-approved in the budget. The budgets have provided for certain items to be purchased and thus are pre-approved.

Recurring payables will be covered by a Blanket Purchase Order with a pre-set limit. All payables require a pre-approved Purchase Order for the amount of the purchase.

6-3 Non-recurring Payables

In case of a need for repairs to an asset or system of TexAmericas Center due to unforeseen and unforeseeable actions requiring immediate action to protect the property of TexAmericas Center and/or the health and safety of its employees, contractors, lessees, and utility customers or to prevent an interruption of utility service to said persons and/or

entities, the Executive Director may expend the funds necessary to restore the property, system and/or service in an amount not to exceed \$50,000.

6-4 Monthly Payables

All monthly payables will require one signature or a pre-approved contract.

A summary of all payables in the form of a checkbook register will be submitted to the Treasurer at each Board meeting for the prior month period.

6-5 Cash Handling Policy

All transactions/receipts will require verification from 2 employees before a deposit is made. All cash and checks will be logged in the check register. After logging these items on the check register, a copy of each check will be made and filed in a folder with the Bookkeeper/Receptionist. The Bookkeeper/Receptionist will create a deposit slip. The deposit is verified by the Controller. The Controller will then make the deposit and will return the receipts to the Bookkeeper/Receptionist.

6-6 Check Writing Policy

The Bookkeeper/Receptionist will keep all checks in the safe. The Bookkeeper/Receptionist and the Office Manager will have access to the safe. The Bookkeeper/Receptionist will print checks. In the event the Bookkeeper/Receptionist is not able to print a check, the Office Manager will issue the check to the Controller. The Controller will not be allowed to sign a check that he/she printed. The CEO, Controller or Board Member will sign all checks not to exceed \$50,000. All checks over \$50,000 will require two signature and must be signed by the Executive Director/CEO, Controller or an authorized Board Member.

Section 7 - Leaves of Absence

7-1 Personal Leave

If you are ineligible for any other TexAmericas Center leave of absence, TexAmericas Center, under certain circumstances, may grant you a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons, medical certification also must be submitted. Your request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as your performance and attendance records. Normally, a leave of absence will be

granted for a period of up to eight (8) weeks. Under unusual circumstances a personal leave may be extended if, prior to the end of your leave, you submit a written request for an extension to management and the request is granted. During your leave, you will not earn vacation or sick days. We will continue your health insurance coverage during your leave if you submit the monthly premium payments to TexAmericas Center in a timely manner, subject to the terms of the plan documents.

When you anticipate your return to work, please notify management of your expected return date. This notification should be made at least one week before the end of your leave.

Upon completion of your personal leave of absence, TexAmericas Center will attempt to return you to your original job, or to a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of your availability to return to work, failure to return to work when notified, or your continued absence from work beyond the time approved by TexAmericas Center will be considered a voluntary resignation of your employment.

7-2 Military Leave

If you are called into active military service or you enlist in the uniformed services, you will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, you must provide management with advance notice of your service obligations unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice. Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask management for further information about your eligibility for Military Leave.

If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). You should give management as much advance notice of your need for military leave as possible so that we can maintain proper coverage while you are away.

7-3 Using Leave in Combination

A regular employee who is requesting extended leave for illness or temporary disability has the option of choosing to use all or part of his or her accrued sick and vacation leave in any combination with the requested leave without pay, contingent upon the approval of the Executive Director/CEO.

If an employee is sick or temporarily disabled for non-work-related reasons, and he or she exhausts accrued sick leave, TexAmericas Center will automatically begin applying any accrued vacation leave credits unless notified differently by the employee.

Sick leave cannot be used for vacation purposes when vacation leave is exhausted.

With the approval of the Executive Director/CEO, other types of leave may be used in combination or coupled with holidays if it is determined to be in the best interests of TexAmericas Center and the employee.

Section 8- General Standards of Conduct

8-1 Workplace Conduct

TexAmericas Center endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in TexAmericas Center's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

- Obtaining employment on the basis of false or misleading information
- Stealing, removing or defacing TexAmericas Center property or a co-worker's property, and/or disclosure of confidential information
- Completing another employee's time records
- Dishonesty
- Violation of safety rules and policies
- Violation of TexAmericas Center's Drug and Alcohol-Free Workplace Policy
- Fighting, threatening or disrupting the work of others or other violations of TexAmericas Center's Workplace Violence Policy
- Insubordination or disobedience of a lawful management directive
- Use of foul or inappropriate language
- Loitering or loafing during work time, or leaving a work area without the permission of management
- Violation of the Punctuality and Attendance Policy, including but not limited to

irregular attendance, habitual lateness or unexcused absences

- Gambling on TexAmericas Center property
- Stopping work prior to the end of any shift without management's permission
- Willful or careless destruction or damage to TexAmericas Center assets or to the equipment or possessions of another employee
- Wasting work materials
- Performing work of a personal nature during working time
- Violation of the Solicitation and Distribution Policy
- Violation of TexAmericas Center's Harassment or Equal Employment Opportunity Policies
- Violation of the Communication and Computer Systems Policy
- Unsatisfactory job performance
- Any other violation of TexAmericas Center policy

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and TexAmericas Center reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. TexAmericas Center will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, TexAmericas Center will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

8-2 Punctuality and Attendance

You were hired to perform an important function at TexAmericas Center. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, your attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on your fellow employees and your supervisors. We expect excellent attendance from each of you. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, you are expected to notify your supervisor as early as possible, but no later than the start of your work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Please call,

stating the nature of your illness and its expected duration, every day that you are absent.

Unreported absences of three consecutive work days generally will be considered a voluntary resignation of your employment with TexAmericas Center.

8-3 Use of Communication and Computer Systems

TexAmericas Center communication and computer systems are intended for business purposes and may be used only during working time; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other TexAmericas Center policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the systems.

TexAmericas Center may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when TexAmericas Center deems it appropriate to do so. The reasons for which TexAmericas Center may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that TexAmericas Center operations continue appropriately during an employee's absence.

Further, TexAmericas Center may review Internet usage to ensure that such use with TexAmericas Center property, or communications sent via the Internet with TexAmericas Center property, are appropriate. The reasons for which TexAmericas Center may review employees' use of the Internet with TexAmericas Center property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that TexAmericas Center operations continue appropriately during an employee's absence.

TexAmericas Center may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

TexAmericas Center policies prohibiting harassment, in their entirety, apply to the use of TexAmericas Center communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local

law.

Since TexAmericas Center communication and computer systems are intended for business use, these systems may not be used to solicit for religious or political causes or outside organizations.

Further, since TexAmericas Center communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

8-4 Use of Social Media

TexAmericas Center respects the right of any employee to maintain a personal blog or web page or to participate in a social networking, Twitter or similar site. However, to protect TexAmericas Center interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a personal blog or web page or participate on a social networking, Twitter or similar site during working time or at any time with TexAmericas Center equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages, social networking, Twitter and similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page, social networking, Twitter or similar site.

Whether an employee is posting something on his or her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions TexAmericas Center and also expresses either a political opinion or an opinion regarding TexAmericas Center's actions, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not TexAmericas Center's position. This is necessary to preserve TexAmericas Center's good will in the marketplace.

Employees should be respectful of their potential readers and colleagues and refrain from using discriminatory comments, personal insults, libel or slander when commenting about TexAmericas Center, their superiors, co-workers or TexAmericas Center's competitors.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, harassing, obscene, defamatory, libelous or threatening is forbidden. TexAmericas Center policies apply equally to employee blogging. Employees should review their Employee Handbook for further guidance.

TexAmericas Center encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, social networking, Twitter or similar site can be relayed and often misunderstood by readers. While an employee's free time is generally not subject to any restrictions by TexAmericas Center, with the exception of the limited restrictions above, TexAmericas Center urges all employees to refrain from posting information regarding TexAmericas Center or their jobs that could embarrass or upset co-workers or that could detrimentally affect TexAmericas Center's business. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. When in doubt, don't post. Failure to follow these guidelines may result in discipline, up to and including termination.

8-5 Personal and TexAmericas Center-Provided Portable Communication Devices

TexAmericas Center-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary. Employees who choose to use TexAmericas Center phone as a personal phone will be charged \$10 per pay period for use of phone.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the Office Manager to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through TexAmericas Center's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a TexAmericas Center-

provided or personal device, employees must comply with applicable TexAmericas Center guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a TexAmericas Center-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If an employee who uses a personal PCD for business resigns or is terminated, the employee will be required to submit the device to the Office Manager for resetting on or before his or her last day of work. At that time, the Office Manager will reset and remove all information from the device, including but not limited to, TexAmericas Center information and personal data (such as contacts, e-mails and photographs). The Office Manager will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the Office Manager on or before their last day of work for resetting and removal of TexAmericas Center information. This is the only way currently possible to ensure that all TexAmericas Center information is removed from the device at the time of termination. The removal of TexAmericas Center information is crucial to ensure compliance with TexAmericas Center's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a TexAmericas Center-issued device, TexAmericas Center's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Under no circumstances shall TexAmericas Center telephones be used for any other outside employment of an employee. Each month when the cellular phone bill is received, each employee who is responsible for a cellular phone will be charged for any unauthorized charges or fees.

Billing statements for TexAmericas Center-provided portable communication devices are public records subject to disclosure pursuant to the Texas Open Records Act.

Portable Communication Device Use While Driving

Employees who drive on TexAmericas Center business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD

while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and emailing while driving is prohibited in all circumstances.

8-6 Camera Phones/Recording Devices

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, no employee may operate a camera phone on TexAmericas Center property or while performing work for TexAmericas Center.

The use of tape recorders, Dictaphones or other types of voice recording devices anywhere on TexAmericas Center property, including to record conversations or activities of other employees or management, or while performing work for TexAmericas Center, is also strictly prohibited, unless the device was provided to you by TexAmericas Center and is used solely for legitimate business purposes.

Cameras or camera phones use is strictly prohibited on the premises of Red River Army Depot, unless prior authorization from RRAD is given.

8-7 Inspections

TexAmericas Center reserves the right to require employees while on TexAmericas Center property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on TexAmericas Center or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment,

as well as personal mail sent to TexAmericas Center or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

8-8 Smoking and Tobacco Free

Smoking, use of any form of e-cigarettes and tobacco use are prohibited in TexAmericas Center buildings and in all TexAmericas Center vehicles.

8-9 Personal Visits and Telephone Calls

Disruptions during working time can lead to errors and delays. Therefore, we ask that making or responding to personal telephone calls, emails and text messages be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or access them anywhere on our facilities other than the reception areas, unless specifically authorized by the Executive Director/CEO.

8-10 Solicitation and Distribution

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on working time. "Working time" is the time an employee is engaged, or should be engaged; in performing his/her work tasks for TexAmericas Center. Solicitation of any kind by non-employees on TexAmericas Center premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of TexAmericas Center is prohibited at all times. Distribution of literature by non-employees on TexAmericas Center premises is prohibited at all times.

8-11 Confidential TexAmericas Center Information

During the course of work, an employee may become aware of confidential information about TexAmericas Center's business, including but not limited to information regarding TexAmericas Center finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers, customers and potential customers, and knowledge, skills and abilities of personnel. An employee also may become aware of similar confidential information belonging to TexAmericas Center's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of TexAmericas Center may be subject to disciplinary action up to and including

termination. Employees may be required to sign an agreement reiterating these obligations.

8-12 Conflict of Interest and Business Ethics

It is TexAmericas Center's policy that all employees avoid any conflict between their personal interests and those of TexAmericas Center. The purpose of this policy is to ensure that TexAmericas Center's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of TexAmericas Center.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

- Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with TexAmericas Center, by any employee who is in a position to directly or indirectly influence either TexAmericas Center's decision to do business, or the terms upon which business would be done with such organization
- Holding any interest in an organization that competes with TexAmericas Center
- Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with TexAmericas Center or which competes with TexAmericas Center
- Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with TexAmericas Center.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and TexAmericas Center.

8-13 Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Please notify your Supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of TexAmericas Center's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, TexAmericas Center is not responsible for any damage to employees' personal belongings unless the employee's Supervisor provided advance approval for the employee to bring the personal property to work.

8-14 Health and Safety

The health and safety of employees and others on TexAmericas Center property are of critical concern to TexAmericas Center. TexAmericas Center intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on TexAmericas Center's premises, or in a product, facility, piece of equipment, process or business practice for which TexAmericas Center is responsible should be brought to the attention of management immediately.

Periodically, TexAmericas Center may issue rules and guidelines governing workplace safety and health. TexAmericas Center may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident and employee will be subject to a drug test.

8-15 Employee Dress and Personal Appearance

You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment/clothing. Please contact your Supervisor for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well groomed and wearing the proper attire.

8-16 Publicity/Statements to the Media

All media inquiries regarding TexAmericas Center and its operation must be referred to Executive Director/CEO. Only Executive Director/CEO is authorized to make or approve public statements pertaining to TexAmericas Center or its operations. No employees, unless specifically designated by Executive Director/CEO, are authorized to make those statements. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of TexAmericas Center must first obtain approval from Executive Director/CEO.

8-17 Operation of Vehicles

All employees authorized to drive TexAmericas Center-owned or leased vehicles or personal vehicles in conducting TexAmericas Center business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

A valid driver's license must be in your possession while operating a vehicle off or on TexAmericas Center property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

TexAmericas Center maintains up-to-date insurance coverage on all vehicles owned or leased by TAC. Employees who drive a personal vehicle on TexAmericas Center business are required to have automobile liability insurance as required by the State of Texas and to maintain up-to-date insurance coverage. Failure to meet any of these requirements may result in disciplinary action up to and including dismissal. Supervisors are responsible for periodic checks to ensure compliance.

TexAmericas Center owned or leased vehicles may be used only as authorized by management.

8-18 Business Expense Reimbursement

Employees may be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by your Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the Controller along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. You should contact your Supervisor in advance if you have any question about whether an expense will be reimbursed.

8-19 Outside Activities

Employees may not engage in any outside employment, activity, or enterprise determined by the Executive Director/CEO (1) to be inconsistent or incompatible with employment with TexAmericas Center or (2) to affect the employee's job performance adversely.

An employee must have the advance approval of his or her Supervisor and the Executive Director/CEO to engage in any outside employment, including self-employment.

If a TexAmericas Center employee is injured on the job in the course of employment outside of his or her employment with TexAmericas Center, the employee may not file a worker's compensation claim against TexAmericas Center for benefits related to the injury, regardless of the fact that the Executive Director/CEO may have authorized the outside employment.

8-20 Political Activities

TexAmericas Center employees are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies.

An employee, in his or her official capacity, may not:

Use his or her official authority or influence to interfere with or affect the result of an election or nomination for office; or

Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose; or

Use funds provided by the State of Texas to influence the pass or defeat of any legislative measure in the Texas Legislature on the outcome of any election.

8-21 Discipline

Employees of TexAmericas Center serve at will and, within provisions of state and federal law regarding public employment, can be dismissed at any time, with or without notice, for any reason or no reason. Some of the actions that may result in disciplinary steps include, but are not limited to, the following:

- Insubordination
- Absence without leave including absence without permission, failure to notify a Supervisor of sick leave, and repeated tardiness or early departure
- Endangering the safety of the employee and/or other persons through negligent or willful conduct;
- Use of alcohol or drugs while on duty or in a TexAmericas Center vehicle
- Involvement with alcohol or drugs in the workplace in violation of TexAmericas Centers substance abuse policy
- Unauthorized use of public funds or property
- Conviction of a felony
- Conviction of official misconduct, oppression, or perjury
- Falsification of documents or records
- Unauthorized use of official information or unauthorized disclosure of confidential information
- Unauthorized or abusive use of official authority
- Violation of the sexual harassment policy
- Incompetence or neglect of duty
- Disruptive behavior which impairs the performance of others, or
- Other violation of any of the requirements of these personnel policies

8-22 Progressive Discipline

The Executive Director/CEO, or his or her designee, may take disciplinary action, including dismissal, against an employee at any time. The severity of the discipline depends upon the nature of the infraction. TexAmericas Center may, but not necessarily will, use a progressive discipline system.

The progressive discipline system, steps of which may be skipped, is as follows:

- Oral or written warnings with records of each warning placed in the employee's personnel file
- Conference with Executive Director/CEO, employee, and Supervisor, with a written summary of the conference to be prepared by the Supervisor, signed by the Supervisor and the employee, with one copy given to the employee and one copy placed in the employee's personnel file
- Written reprimands which the employee's Supervisor must in all cases cause to be transmitted through the Executive Director/CEO to the employee's personnel file
- Suspension from duty, with or without pay, not to exceed 30 days with a single renewal, after informal review of the circumstances not to exceed 30 days
- Demotion and/or
- Dismissal
- Except in the case of verbal warnings or immediate termination, disciplinary action is accomplished or preceded by written notice to the employee involved. Notice, if given, includes a description of the cause for the action and, except in the case of dismissal, states the likely consequences of further unsatisfactory performance or conduct. Written notices of disciplinary action are included in the employee's personnel file

As warranted, any above-described disciplinary measure may be invoked without regard to any other measure or in conjunction with any other measure.

Disciplinary action other than oral or written warnings requires the advance approval of the Executive Director/CEO unless an emergency situation exists. Supervisors should keep notes on oral warnings and should place the notes in the employee's personnel file.

Disciplinary action does not automatically or permanently disqualify an employee from consideration for future promotion, pay increases, commendations, or other beneficial official personnel action.

If the Executive Director/CEO determines that suspension is in the best interest of TexAmericas Center, the Executive Director/CEO may suspend without pay an employee indicted for a felony, or accused by information of official misconduct or oppression, until the indictment or information is dismissed or tried and, if tried, until the trial and appeal (if any) are completed.

An employee suspended under this provision is entitled to reinstatement to the position held before suspension, without loss of benefits, if the indictment or information is dismissed, or if the employee is acquitted. The suspension of an employee reinstated under this subsection is not a disciplinary suspension.

8-23 Grievances

It is TexAmericas Center policy, insofar as possible, to prevent the occurrence of grievances and to deal promptly with those that occur.

A grievance may be filed by an employee on one or more of the following grounds: improper application of rules, regulations, and procedures (but not the rules, relations, and procedures themselves); unfair treatment; illegal discrimination based on race, religion, color, sex (including sexual harassment), age, disability, or national origin; improper application of fringe benefits; or improper working conditions.

Final Authority

Grievances can be appealed through the employee's Supervisor or the Executive Director/CEO, whose decision is final except in cases in which the grievance involves involuntary termination or is based on alleged sexual harassment or illegal discrimination by the Executive Director/CEO, which shall be appealable as provided below.

Procedure

The following procedures are applicable to employees.

Informal Grievances

The first step in the grievance procedure is for the employee to attempt to resolve the grievance by informal conference with his or her Supervisor. If this informal conference does not result in a resolution of the problem(s) that is satisfactory to the employee, he or she may file a formal, written grievance.

Formal Grievances

Formal grievances must be in writing, signed by the employee, and presented to the employee's Supervisor within 10 working days after the alleged grievance occurred. A statement of the specific remedial action requested by the employee must be included in the written grievance.

An employee may be represented throughout the grievance process by a representative of his or her choosing.

After being presented with a written and signed grievance, the Supervisor will (1) notify the Executive Director/CEO; (2) meet with the employee and such other persons as may be necessary to gather the facts; (3) attempt to resolve the grievance with the employee and, if requested by the employee, with the employee's representative; and (4) communicate the decision to the employee in writing within 10 working days after receipt of the grievance, sending a copy of the decision to the Executive Director/CEO.

If an employee whose Supervisor is someone other than the Executive Director/CEO, either receives no written decision from the Supervisor within 10 working days from the date the grievance was filed, or the employee is not satisfied with the decision, he or she must file a written appeal with the Executive Director/CEO within 10 working days from the date the grievance decision was received or if no written decision is received, within 15 working days after employee filed the formal, written grievance. The decision of the Executive Director/CEO is final except in those cases where the grievance is in regard to involuntary termination or alleged sexual harassment or discrimination by the Executive Director/CEO. In any such case, appeal of the Executive Director/CEO's decision must be filed with the board president within 10 working days of the employee's receipt of the Executive Director/CEO's decision. The presiding officer of the governing body will appoint a panel of governing body members to hear the appeal and rule on it not later than 30 days following receipt of the appeal.

Documentation

Copies of all documentation relating to the grievance will be forwarded to the Executive Director/CEO immediately upon conclusion of each step in the grievance process and will be placed in the employee's personnel file.

Grievances Relating to Sexual Harassment or Discrimination

If the employee's grievance is related to alleged sexual harassment or discrimination on the basis of race, religion, color, sex, national origin, age, or disability, then the initial written grievance may, at the employee's option, be submitted directly to the Executive Director/CEO, or to the presiding officer of the governing body if the Executive Director/CEO is the subject of the grievance. In such an instance, to allow adequate time for investigation of the allegations, the Executive Director/CEO or presiding officer will respond in writing to the formal grievance by not later than the close of the 30th working

day following the day on which the formal grievance was received. The decision of the Executive Director/CEO, or of a panel of governing body members appointed by the presiding officer to hear a grievance regarding the Executive Director/CEO, is final.

Requirement for Appeal if Dissatisfied

If the employee is dissatisfied with a decision during the grievance process, he or she must appeal to the next level within the established time period. Failure to appeal is a determination that the employee is satisfied with the last decision.

8-24 References

TexAmericas Center will respond to reference requests through the Office Manager. TexAmericas Center will provide general information concerning the employee such as date of hire, date of termination, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Office Manager.

Only the Executive Director/CEO or Office Manager may provide references.

8-25 Separations

Types of Separation

All separations of employees are designated as one of the following types:

- Resignation
- Retirement
- Reduction in Force
- Dismissal
- Disability, or
- Death

All TexAmericas Center property including, but not limited to, keys, security cards, parking passes, cell phones, laptop computers, fax machines, uniforms, etc. must be returned at separation. Employees also must return all of TexAmericas Center's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay TexAmericas Center (through payroll deduction, if lawful) for any lost or damaged TexAmericas Center property.

Resignation

An employee who intends to resign must notify his Supervisor in writing at least 10

working days prior to the last day of work. Executive, administrative and professional employees are expected to provide 30 calendar days' notice. The Supervisor is responsible for immediately notifying the Executive Director/CEO.

An employee who resigns without sufficient notice is subject to have a written reprimand placed in his or her file documenting this violation of personnel policies unless there is a valid reason approved by the Executive Director/CEO for not being able to give sufficient notice.

Retirement

The same notice requirements for resignation apply in the case of retirement except that a longer period of advance notice may be required to start retirement payments promptly.

Reduction in Force

An employee may be separated when his or her position is abolished, when there is either a lack of funds or a lack of work, or for other reasons.

When reductions in force are necessary, decisions on individual separations will be made after considering (1) the relative necessity of each position to the organization, (2) the performance record of each employee, (3) transferability of the employee's skills to remaining positions with the TAC; and (4) the best business interests of TAC at that time.

Dismissal

All employees are employed at will and, within the limits of state and federal law applying to public employment, may at any time during their employment be terminated with or without notice, for any reason or no reason.

As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

8-26 Continuation of Group Insurance

The federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA) provides individuals with the option of continuing a group health benefits package, under specified conditions and at the individual's full expense, beyond the date which the insurance would otherwise terminate. TexAmericas Center Office Manager has information regarding the continuation of these benefits. (Legal reference: U.S. COBRA of 1985.)

8-27 Exit Interview

Employees who resign are requested to participate in an exit interview with the Executive Director/CEO, if possible.

General Personnel Policy Manual Acknowledgment

This Personnel Policy manual is an important document intended to help you become acquainted with TexAmericas Center. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because TexAmericas Center's operations may change, the contents of this Policy may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Personnel Policy Manual.

I have received and read a copy of TexAmericas Center's Personnel Policy Manual. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of TexAmericas Center at any time.

I further understand that my employment is terminable at will, either by myself or TexAmericas Center, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no contract of employment other than “at will” has been expressed or implied, and that no circumstances arising out of my employment will alter my “at will” status except an express written agreement signed by Executive Director/CEO. I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of TexAmericas Center’s Personnel Policy Manual.

Employee’s Printed Name: _____ Position: _____

Employee’s Signature: _____ Date: _____

The signed original copy of this acknowledgment should be given to the Office Manager - it will be filed in your personnel file.

Receipt of Sexual Harassment Policy

It is TexAmericas Center's policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within TexAmericas Center. It is to ensure that at TexAmericas Center all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the Executive Director/CEO. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, TexAmericas Center will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

I have read and I understand TexAmericas Center's Sexual Harassment Policy.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this receipt should be given to the Office Manager - it will be filed in your personnel file.

Receipt of Non-Harassment Policy

It is TexAmericas Center's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the Executive Director/CEO. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, TexAmericas Center will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this receipt should be given to Office Manager - it will be filed in your personnel file.



CONTROLLER/VICE PRESIDENT OF FINANCE

POSITION DESCRIPTION

TexAmericas Center (TAC) is a special purpose district of the State of Texas. The Charter of TAC is to promote economic redevelopment of closed and surplus military property in Bowie County, TX. This position will provide key support to the on-going mission of TexAmericas Center.

GENERAL DESCRIPTION

The Controller-Vice President of Finance provides leadership and coordination of TexAmericas Center financial planning, debt financing and budget management functions. Ensures that TexAmericas Center accounting procedures conform to generally accepted accounting principles. Participates as a member of the Investment Committee.

PRIMARY RESPONSIBILITIES

- Reports directly to the Executive Director/CEO and provides advice to the Executive Director/CEO and Board of Directors on all financial matters related to the operation of the TexAmericas Center
- Presents the budget, quarterly financials and any other financial documents to the Board of Directors and appropriate Board Committee and can adequately answers questions about those documents from board and committee members
- Actively direct, manage and coordinate TexAmericas Center financial planning, budgeting and budget management functions
- Recommend benchmarks for measuring the financial and operating performance of divisions and departments
- Monitor and analyze monthly operating results against budget
- Participate in meetings, at staff and board level, where financial decisions could be made that impact the short-term and long-term financial outlook of the organization
- Provide follow-up information to staff and board, as appropriate, on financial matters of the organization
- Provide analysis on lease rates or payback to cover associated costs on SPEC, Built-to-Suit, office buildings, infrastructure, repurpose of facilities, land sales, and any other projects the organization is looking to pursue
- Work with staff and appraisal district on PILOT payment calculations and billings
- Provide overall financial analysis on current and future activities for the organization
- Direct and coordinate debt financing and debt service payments with external agencies
- Oversee daily operations of the financial activities and support staff
- Manage the preparation of the official annual report of actual revenues, transfers and expenses
- Manage the preparation of financial outlooks and financial forecasts
- Prepare financial analysis for contract negotiations and investment decisions
- Ensure compliance with local, state and federal policy and reporting requirements to include but not limited to the Texas Public Funds Investment Act

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- Work with department managers and ~~corporate~~ staff to develop out year business plans for the TexAmericas Center
- Establish and implement short and long range departmental goals, objectives, policies and operating procedures
- Design, establish and maintain an organizational structure and staffing to effectively accomplish the department's goals and objectives
- Serve on planning and policy-making committees including the Investment Committee
- Serve as primary legislative liaison relative to TexAmericas Center financial issues
- Oversee outside accounting and audit contracts as well as Investment Advisory service contracts
- Direct financial audits and provide recommendations for procedural improvements
- Other duties as assigned

ADDITIONAL RESPONSIBILITIES

- Represent the TexAmericas Center on matters related to the financial decisions of the staff and Board of Directors
- Recruit, train, supervise and evaluate departmental staff
- Provide accounting policy orientation of new staff

KNOWLEDGE AND SKILL REQUIREMENTS

- Knowledge of finance, accounting, budgeting and cost control principles including Generally Accounting Principles. Knowledge of automated financial and accounting reporting systems. Knowledge of federal and state financial regulations. Ability to analyze financial data and prepare financial reports, statements and projections. Working knowledge of short and long term budgeting and forecasting, rolling budgets, variance analysis's and product-line profitability analysis
- Work requires professional written and verbal communication and interpersonal skills. Ability to motivate teams to produce quality materials within tight timeframes and simultaneously manage several projects. Ability to participate in and facilitate group meetings
- Highly desired but not required: a ~~Masters~~ **Master's** Degree in Finance and Accounting, five to ten years of experience in a senior level finance or accounting position and a CPA
- Work requires willingness to work flexible schedule

SALARY AND BENEFITS

Salary commensurate with qualifications. Health, Vision, Dental, and Life for employee are provided. Family benefits are available. Generous 457(b)/401(a) and leave package are available after 6 month vesting period.

SPECIAL REQUIREMENTS



Must be a US Citizen, at least 18 years of age, minimum high school graduate or GED, subject to drug screening at any time and without notice, background investigation and have a valid driver's license. Work will be performed upon an active military installation and further background investigations may be required to satisfy DOD requirements. Such investigations and DOD approvals will be a condition of employment.

I have carefully read and understand the contents of this job description and have been given the opportunity to ask my supervisor any questions I have regarding my duties and responsibilities as described therein.

Employee Signature

Date

TexAmericas Center is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, TexAmericas Center will attempt to provide reasonable accommodations to qualified individuals with disabilities and encourages employees and prospective employees to discuss needed accommodations with the appropriate TexAmericas Center representatives.



STAFF ACCOUNTANTING CLERK

POSITION DESCRIPTION

TexAmericas Center (TAC) is a special purpose district of the State of Texas. The Charter of TAC is to promote economic redevelopment of closed and surplus military property in Bowie County, TX. This position will provide key support to the on-going mission of TexAmericas Center.

GENERAL DESCRIPTION

The ~~Staff Accountant~~Accounting Clerk provides support for the following functions: accounts payable, accounts receivable, monthly reporting, budgeting and payroll. ~~The Staff Accountant will also provide support to the Executive Assistant/Office Manager with regards to the Investment and Finance Committee.~~

PRIMARY RESPONSIBILITIES

- Reports directly to the ~~Executive Director/CEO~~Vice President of Finance
- prepare payroll
- Review and deposit- tenant payments
- Review invoices and purchases orders
- Review and maintain credit card documentation
- Month end closing
- Prepare quarterly payroll reports
- Monitor and analyze monthly operating results against budget
- ~~Work with department manager and corporate staff to develop out year business plans for the TexAmericas Center~~
- ~~Establish and implement short and long range departmental goals, objectives, policies, and operating procedures~~
- Maintain project books with assistance from EVP/COO of Operations
- Monthly bank and credit card reconciliations
- ~~Oversee daily operations of the financial activities and support staff~~
- ~~Manage the preparation of the official annual report of actual revenues, transfers, and expenses~~
- ~~Manage the preparation of financial outlooks and financial forecasts~~
- ~~Oversee outside accounting and audit contracts~~
- ~~Direct financial audits and provide recommendations for procedural improvements~~
- ~~Prepare monthly production report for wet utilities~~
- ~~Produce budget vs. actual reports~~
- ~~Document financial processes~~
- Create and maintain vendor and tenant contract files for financial records
- Communicate with tenant and vendors regarding tax certificates, W-9, payments, etc.



- Coordinate all financial record filing and ensure compliance with records retention policy
- ~~Review monthly utilities invoices based on meter readings~~
- Maintain banking records
- ~~Attend Investment and Finance Committee meetings~~
- Other duties as assigned

KNOWLEDGE AND SKILL REQUIREMENTS

- Proficiency in Microsoft Office and QuickBooks
- 3+ years of experience as a bookkeeper and/or processing payroll
- Outstanding oral and written communication skills, initiative and ability to be motivated
- Ability to produce quality materials with tight timeframes and simultaneous projects
- Highly desired: a Bachelor's degree in Accounting or Finance

SALARY AND BENEFITS

Salary commensurate with qualifications. Health, Vision, Dental, and Life for employee are provided. Family benefits are available. Generous 457(b)/401(a) and leave package are available after 6 month vesting period.

SPECIAL REQUIREMENTS

Must be a US Citizen, at least 18 years of age, minimum high school graduate or GED, subject to drug screening at any time and without notice, background investigation and have a valid driver's license. Work will be performed upon an active military installation and further background investigations may be required to satisfy DOD requirements. Such investigations and DOD approvals will be a condition of employment.

I have carefully read and understand the contents of this job description and have been given the opportunity to ask my supervisor any questions I have regarding my duties and responsibilities as described therein.

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Employee Signature _____ Date _____

TexAmericas Center is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, TexAmericas Center will provide reasonable accommodations to qualified



individuals with disabilities and encourages employees and prospective employees to discuss needed accommodations with the appropriate TexAmericas Center representatives.



ADMINISTRATIVE AND TENANT RELATIONS SPECIALIST POSITION DESCRIPTION

TexAmericas Center (TAC) is a special purpose district of the State of Texas. The Charter of TAC is to promote economic redevelopment of closed and surplus military property in Bowie County, TX. This position will provide key support to the on-going mission of TexAmericas Center.

GENERAL DESCRIPTION:

The Administrative & Tenant Relations Specialist will be responsible for administrative support of the Executive Vice President/Chief Economic Development Officer and act as the liaison between current tenants and the organization. The responsibilities will include, but are not limited to:

PRIMARY RESPONSIBILITIES:

- Answer incoming calls, send response emails, order supplies, filing, copying, make travel arrangements and potentially assist with the showing of properties.
- Assist EVP in preparing and distributing Board of Directors, Real Estate & Marketing Committee and internal/external reports and maintaining electronic and paper filing systems.
 - Monitor and report building vacancy levels to management.
 - Maintain a tracking database of all portfolio leasing matters.
 - Coordinate with finance department and update financial models as needed.
- Maintain tenant, referral partner and general contact database (CRM) and communicate with tenants, customers, agents, and service providers as needed.
- Regularly update & maintain communication with staff, tenants, clients, agents, lenders, etc.
- Act as liaison between tenants, in-house personnel, outside counsel, consultants and brokers to negotiate, prepare and review leases and related documents, amendments, renewals, extensions, licenses, terminations, subleases, lessor consents, right-of-first-offer & right-of-first-refusal notices, cell tower agreements, etc.
- Coordinate contractual insurance requirements for leases and due diligence access.
- Draft, monitor and maintain Non-Exclusive Listing Agreements (brokerage listing agreements).
- Prepare and review due diligence contracts. Assist in due diligence process & review.
- Review agreements for critical dates and contingencies, establish time-line and track same. Prepare property purchase/sales/lease checklists and monitor for completion of items.

- Create, update, and review real estate contracts. Facilitate comments on agreements between parties and arrange for revisions as necessary. Communicate with clients and keep them updated on the status and timeline for the transaction; coordinate closings with outside counsel
- Provide EVP support to effectively negotiate offers during the sales process, including preparing documents, scheduling appointments, sending emails and an overseeing the entire process to close. Draft Letters of Intent. As needed coordinate title/escrow, mortgage loan and appraisal processes. Schedule and coordinate closing process, review closing paperwork, attend closings and inspections as needed.
- Assist EVP with development of revenue projections and other budget assumptions as requested.
- Manage annual TAC Tenant Employee Census process.
- Administer TAC keys to leased properties including: re-keying, inventory and organization.
- Support finance department as requested.
- Oversee internal lease review process.
- Monitor lease expirations and proactively contact existing tenants for renewals or extensions.
- Oversee, assist with lease process from development / refinement of lease agreement, track first & subsequent lease drafts from LOI to execution, to BOD approval, including documentation, deadlines, and communication / negotiations between parties.
- Assist EVP to develop tenant concept occupancy plans with TAC staff, engineer, or architect; work with architects/engineers to maintain updated leasing plans for company database; ensure square footages are consistent with databases.
- Coordinate landlord leasehold improvements or tenant construction in to lease.
- Coordinate inspections, assist in negotiating repairs, and coordinate completion of repairs.
- Coordinate development, production and inventory of listing marketing materials (printed collateral, websites, etc.) and assist with social media campaigns. Update information on company website and outside property listing services with current leasing-related information.
- Assist in developing property specific marketing programs as needed.



- Assist with showings, open houses, broker events, schedule inspections, signings, appraisals, and service provider appointments
- Other duties as assigned

KNOWLEDGE AND SKILL REQUIREMENTS:

- 1+ years Real estate, similar field or related experience preferred.
- Personable attitude with excellent communication skills (written and oral) and superior customer service skills.
- Candidates must be organized, resourceful, detail-oriented, with a friendly focus on customer service.
- Excellent organizational, time-management and scheduling skills with ability to work independently and manage projects with many moving parts.
- Proven ability to retain a lot information, focus on many tasks at once, in a fast-paced team environment, and the ability to manage several projects at once.
- Computer literacy is necessary for this job, candidate must be proficient with technology such as Microsoft Office, Adobe and Google Apps and ability to quickly learn new systems.

SALARY AND BENEFITS

Salary commensurate with qualifications. Health, Vision, Dental, and Life for employee are provided. Family benefits are available. Generous 457(b)/401(a) and leave package are available after 6 month vesting period.

SPECIAL REQUIREMENTS

Must be a US Citizen, at least 18 years of age, minimum high school graduate or GED, subject to drug screening at any time and without notice, background investigation and have a valid driver's license. Work will be performed upon an active military installation and further background investigations may be required to satisfy DOD requirements. Such investigations and DOD approvals will be a condition of employment.

I have carefully read and understand the contents of this job description and have been given the opportunity to ask my supervisor any questions I have regarding my duties and responsibilities as described therein.



Employee Signature

Date

TexAmericas Center is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, TexAmericas Center will attempt to provide reasonable accommodations to qualified individuals with disabilities and encourages employees and prospective employees to discuss needed accommodations with the appropriate TexAmericas Center representatives.



RESOLUTION NO. 20200922-23

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT TO PARTICIPATE IN THE TEXARKANA BROWNFIELDS REGIONAL ENVIRONMENTAL COALITION WITH THE CITY OF TEXARKANA, TEXAS, CITY OF TEXARKANA, ARKANSAS, AND THE ARK-TEX COUNCIL OF GOVERNMENTS

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, the United States Environmental Protection Agency has funding available to conduct Brownfield Assessment activities; and

WHEREAS, the City of Texarkana, Texas, the City of Texarkana, Arkansas, the Ark-Tex Council of Governments, and TexAmericas Center staff have discussed entering into an Interlocal Agreement for the purpose of jointly applying for funds from the Environmental Protection Agency for Brownfield Assessment activities in the area of and around Texarkana, Texas and Texarkana, Arkansas, including the property of TexAmericas Center; and

WHEREAS, joining into a Coalition of the four entities to seek such funding will enhance the prospects of receiving EPA grant funding for the Texarkana area; and

WHEREAS, the City of Texarkana, Texas, has agreed to act as the administrative agent for the four entities in applying for, receiving, and administering grant funds received; and

WHEREAS, the Board of Directors of TexAmericas Center finds that it is in the best interest of the TexAmericas Center to enter into an Interlocal Agreement to seek EPA grant funding for Brownfield Assessment activities;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Interlocal Agreement for the Texarkana Brownfields Regional Environmental Coalition in the form attached hereto as Exhibit "A" shall be and it is hereby approved by the Board of Directors; and
2. Scott Norton, the Executive Director/CEO of TexAmericas Center, shall be and he is hereby authorized to execute the Interlocal Agreement for TexAmericas Center to participate in the Texarkana Brownfields Regional Environmental Coalition; and

3. Scott Norton, the Executive Director/CEO of TexAmericas Center, shall be and he is hereby further authorized to execute any and all documents as may be necessary to participate in the Coalition and to apply for and receive funds by and through the Coalition and in accordance with the terms of the agreement.

PASSED and APPROVED this 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Exhibit "A" Interlocal Agreement

Interlocal Agreement

Texarkana Brownfields Regional Environmental Coalition

This Interlocal Agreement [hereafter referred to as “Agreement”] is entered into by and between the following participating entities: City of Texarkana, Bowie County, Texas; City of Texarkana, Miller County Arkansas; Ark-Tex Council of Governments, and the TexAmericas Center [all parties hereafter referred to as “Parties or Party”].

The City of Texarkana, Arkansas, Ark-Tex Council of Governments, and TexAmericas Center herein agree to contract with the City of Texarkana, Texas to administer this Interlocal Agreement. In consideration of the mutual promises and covenants contained in this Agreement, the Parties hereby agree as follows:

I. PURPOSE

The Parties are desirous of applying for and receiving funding from the Environmental Protection Agency (“EPA”) for Brownfield Assessment activities. The purpose of this Agreement is to define the roles and responsibilities of the Parties in the Texarkana Brownfields Regional Environmental Coalition (“the Coalition”) in order to carry out the activities outlined in the EPA application for the funding of Brownfield Assessment activities and subsequent grant agreement documentation.

II. SCOPE OF ACTIVITIES

Activities funded through the Agreement may include inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to brownfield sites, outreach materials and implementation, and other eligible activities. The City of Texarkana, Texas may retain consultants and contractors to undertake various activities funded through the Agreement.

III. RESPONSIBILITIES OF THE CITY OF TEXARKANA, TEXAS

The City of Texarkana, Texas shall serve as the Lead Applicant on behalf of the Coalition. In this capacity, the City of Texarkana, Texas shall have the following responsibilities:

1. To manage and administer this Agreement;
2. To prepare grant applications to EPA and other such agencies on behalf of the Coalition;
3. To procure the consultants in compliance with Arkansas and Texas State Statutes; to issue Request for Proposals or Request for Qualifications; to oversee receipt of the submitted proposals and selection and award of contracts; and to negotiate the

terms of agreements in consultation with the City of Texarkana, Arkansas, Ark-Tex Council of Governments, and the TexAmericas Center;

4. To develop a site selection process based on agreed upon factors that will ensure that a minimum of 11 sites are assessed over the life of the Agreement with an anticipated 8 Phase I sites, 8 Phase II sites and 8 clean-up site plans by requesting funding from EPA, and to submit the same to EPA for prior approval to ensure eligibility;
5. Upon designation of the specific sites, to work with the Ark-Tex Council of Governments and/or TexAmericas Center, depending on exact location for sites outside the Texarkana, Arkansas or Texarkana, Texas City Limits, to finalize the scope of work for the consultant or contractor;
6. To ensure that other activities as negotiated in the work plan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by the Parties;
7. To maintain compliance with the statutes, regulations, and terms and conditions of any grants received by the Coalition;
8. To provide for the general administration of grants received by the Coalition;
9. To maintain compliance by the City of Texarkana, Arkansas, Ark-Tex Council of Governments, and the TexAmericas Center with the terms and conditions of this Agreement:
10. To provide timely information to the City of Texarkana, Arkansas, Ark-Tex Council of Governments, and the TexAmericas Center regarding the management of the Agreement and any changes that may be made to the Agreement over the period of performance; and
11. Any other responsibilities that, from time to time, the Parties shall determine to be necessary and proper to accomplish the purposes of the Agreement.

IV. RESPONSIBILITIES OF THE CITY OF TEXARKANA, ARKANSAS, ARK-TEX COUNCIL OF GOVERNMENTS, AND THE TEX AMERICAS CENTER

The City of Texarkana, Arkansas, Ark-Tex Council of Governments, and the TexAmericas Center will each have the following responsibilities:

1. To appoint (2) members to represent their interest in the Coalition;
2. To provide timely information to the City of Texarkana, Texas as may be requested in performing its duties under this Agreement;
3. To participate fully in the brownfields assessment process;
4. To obtain all required permits, easements, and /or access agreements as may be necessary to undertake assessments at the selected site; provided however, if the City of Texarkana, Arkansas, Ark-Tex Council of Governments, nor the TexAmericas

Center has the capacity to perform these activities, the City of Texarkana, Texas may assist in securing necessary site access agreements and permits;

5. To comply with all funding requirements set forth in any grant agreements that may be entered into by the City of Texarkana or the Coalition, including an accounting of expenditures of grant funds made by each City of Texarkana, Arkansas, Ark-Tex Council of Governments, and the TexAmericas Center; and
6. To comply with any other requests that may be made by the Lead Applicant from time to time in performing its duties under this Agreement.

V. FUNDING

1. The City of Texarkana, Texas agrees that any compensation for professional services shall be paid as provided under the terms of any grants received by the Coalition.
2. Any commitment of non-grant funds must be approved pursuant to the procurement requirements of the governing bodies of the respective Parties.
3. The Parties understand and acknowledge that all funds used for payment according to this Agreement, if any, shall be derived solely from funds specifically appropriated for this Interlocal Agreement or projects relating thereto.

VI. NOTICES

Any notices required to be given under this Agreement shall be given to the Parties as follows:

For the City of Texarkana, Texas:

Shirley Jaster, City Manager
220 Texas Boulevard
Texarkana, TX 75501
903-798-3930

Cc: David Orr, Assistant City Manager, david.orr@txkusa.org
Daphnea Ryan, Grants Administration Manager, dryan@txkusa.org

For the City of Texarkana, Arkansas:

Tyler Richards, Director, Department of Public Works
216 Walnut Street
Texarkana, AR 71854
870-779-4975
tyler.richards@txkusa.org

For the Ark-Tex Council of Governments:

Paul Prange, Environmental Resources Coordinator
4808 Elizabeth Street
Texarkana, TX 75503
903-832-8636
pprange@atcog.org

For the TexAmericas Center:

Scott Norton, Executive Director/CEO
107 Chapel Lane
New Boston, TX 75570
903-223-9841
scott.norton@texamericascenter.com

VII. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument. This Agreement shall be executed and bound by the terms of the Texas Interlocal Agreement Statute, Chapter 791 of the Texas Government Code.

VIII. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date the last Coalition representative executed the agreement and shall terminate September 30, 2024, or on the date the awarded EPA Assessment Grant expires.

IX. ASSIGNMENT

This Agreement may not be assigned unless by the written mutual consent of all Parties.

X. SEVERABILITY

If any section, phrase, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

XI. SUCCESSORS

This Agreement shall also be binding upon and the benefits of this Agreement shall inure to all successors of the Parties.

XII. WITHDRAWAL OF PARTICIPATION

In the event that any of the Parties desire to withdraw its participation, the Party shall give a minimum of sixty (60) days prior written notice to the other Parties of its intention to discontinue its participation in the Coalition; provided, however, such action shall not relieve such Party from any obligations it may have incurred prior to the date of the notice, including any obligations arising from its receipt of grant funds.

This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the date noted below.

APPROVED this _____ day of _____, 2020

CITY OF TEXARKANA, TEXAS

By: _____
Shirley Jaster, City Manager

STATE OF TEXAS
COUNTY OF BOWIE

THIS instrument was acknowledged before me on the _____ day of _____, 2020 by Shirley Jaster, City Manager, on behalf of the City of Texarkana, Texas.

NOTARY PUBLIC, STATE OF TEXAS

APPROVED this _____ day of _____, 2020

CITY OF TEXARKANA, ARKANSAS

By: _____
Tyler Richards, Public Works Director

By: _____
Dr. Kenneth Haskin, City Manager

STATE OF ARKANSAS

COUNTY OF MILLER

THIS instrument was acknowledged before me on the _____ day of _____, 2020 by Tyler Richards, Public Works Director and Dr. Kenneth Haskins, City Manager, on behalf of the City of Texarkana, Arkansas.

NOTARY PUBLIC, STATE OF ARKANSAS

APPROVED this _____ day of _____, 2020

ARK-TEX COUNCIL OF GOVERNMENTS

By: _____
Paul Prange, Environmental Resources Coordinator

By: _____
Chris Brown, Executive Director

STATE OF TEXAS

COUNTY OF BOWIE

THIS instrument was acknowledged before me on the _____ day of _____, 2020, by Paul Prange, Environmental Resources Coordinator and Chris Brown, Executive Director on behalf of the Ark-Tex Council of Governments.

NOTARY PUBLIC, STATE OF TEXAS

APPROVED this _____ day of _____, 2020

TEXAMERICAS CENTER

By: _____
Scott Norton, Executive Director/CEO

STATE OF TEXAS

COUNTY OF BOWIE

THIS instrument was acknowledged before me on the _____ day of _____, 2020 by Scott Norton, Executive Director, on behalf of the TexAmericas Center.

NOTARY PUBLIC, STATE OF TEXAS



RESOLUTION NO. 20200922-24

A RESOLUTION RATIFYING THE EXECUTION OF THE PAY-AS-CUT CUTTING AGREEMENT BETWEEN FOREST RECOVERY MANAGEMENT AND TEXAMERICAS CENTER UPON BIRCH TRAIL – TAC EAST CAMPUS

RECITALS

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 Board of Directors adopted a Forest Management Plan (Resolution #20200526-05); and

WHEREAS, the Forest Management Plan specifies certain areas and manner of harvesting; and

WHEREAS, Kingwood Forestry approached TexAmericas Center regarding the need to add an addendum to the original contract dated March 25, 2020 with the addition of Pine Saw Timber @\$20/Ton inadvertently left off of the original contract; and

WHEREAS, Kingwood Forestry Services originally negotiated a Pay-As-Cut price for the forestry products on certain parcels of land specified in the forest management plan and produced a high bidder, Forest Recovery Management in a pay-as-cut amount payable to TexAmericas Center of \$14.00/Ton PCNS, and \$8.00/Ton PPW; and

WHEREAS, the parties have executed the Pay-As-Cut Cutting agreement addendum in the form attached hereto as "Exhibit A".

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Board of Directors of TexAmericas Center that the Pay-As-Cut Cutting Agreement is hereby approved and the execution thereof is hereby ratified.

PASSED and APPROVED this 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Exhibit "A" PAC Addendum

PAY-AS-CUT CUTTING AGREEMENT ADDENDUM

This addendum, dated August 28, 2020, amends the Pay-As-Cut Cutting Agreement (the Agreement) dated March 25, 2020 between Forest Recovery Management, LLC_(Grantor) and TexAmericas Center_(Grantee).

The following revisions are hereby made to the Agreement:

Article 4.

Pine Sawtimber (B2, ITP) \$20.00/Ton

All other provisions of the Agreement shall remain in full force and effect.

In witness whereof, this Pay-As-Cut Cutting Agreement Addendum has been executed before the undersigned witnesses on the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR: TexAmericas Center

By: 
Scott Norton, Executive Director/CEO

GRANTEE: Forest Recovery Management, LLC

By: 
Chad Brown



RESOLUTION NO. 20200922-25

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A PAY-AS-CUT CONTRACT WITH MATT RAULSTON LOGGING FOR FOREST PRODUCTS UPON CYPRESS LANE- TAC EAST CAMPUS

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 Board of Directors adopted a Forest Management Plan (Resolution #20200526-05); and

WHEREAS, the Forest Management Plan specifies certain areas and manner of harvesting; and

WHEREAS, Kingwood Forestry Services negotiated a Pay-As-Cut price for the forestry products on certain parcels of land specified in the forest management plan and produced a high bidder, **Matt Raulston Logging** in a pay-as cut amount payable to TexAmericas Center of **Pine Sawtimber \$31.00/Ton, Pine Pulpwood \$8.00/Ton, Hardwood Logs \$28.00/Ton and Hardwood Pulpwood \$8.00/Ton**; and

WHEREAS, **Matt Raulston Logging** has submitted a satisfactory proposal in the amount of **Pine Sawtimber \$31.00/Ton, Pine Pulpwood \$8.00/Ton, Hardwood Logs \$28.00/Ton, Hardwood Pulpwood \$8.00/Ton** and has met all TexAmericas Center requirements to be qualified to do work; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and he is hereby authorized to award a contract to **Matt Raulston Logging** for the services provided for as specified, per attached agreement.

PASSED and APPROVED this 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: PAC Cutting Agreement

PAY-AS-CUT CUTTING AGREEMENT

THIS AGREEMENT, made and entered into by and between, **TexAmericas Center** hereinafter referred to as **SELLER**, and **Matt Raulston Logging**, hereinafter referred to as **BUYER**

WITNESSETH

For and in consideration of the promises and other good and valuable considerations, the receipt and sufficiency whereof are mutually acknowledged, it is stipulated and agreed by and between the parties as follows:

1. **SELLER** does hereby give and grant unto **BUYER** the right to cut and remove certain timber from certain lands, all as provided herein, and to the extent necessary for the exercise of the foregoing, the rights of ingress and egress over, across and upon the hereinafter described lands of the **SELLER**.
2. **BUYER** agrees to cut, remove and pay for the timber licensed for cutting hereunder upon the terms and conditions hereinafter set forth.
3. Timber to be cut is described as follows:

All merchantable timber within the designated clear cut timber sale area is to be sold and is identified on the attached map as Clearcut sale area (contains +/- 52 acres in Bowie County, TX)

and is located lands as depicted on the attached map.

4. All timber licensed for cutting hereunder shall be paid by **BUYER** to **SELLER** in the form of a check made payable to TexAmericas Center, and mailed to Kingwood Forestry Services, Inc., P. O. Box 5887, Texarkana, TX 75505, in the following manner:

On a weekly basis, hereinafter referred to as "period", **BUYER** shall furnish **SELLER'S** representative with copies of scale tickets and an accurate "Load Summary Report" of the number of tons delivered during the previous period.

BUYER shall make weekly payments to the **SELLER** for harvested timber. All timber cut, delivered and scaled under the terms and conditions of this agreement shall be paid for at the following rate:

Pine Sawtimber	\$31.00/Ton
Pine Pulpwood	\$ 8.00/Ton
Hardwood Logs	\$28.00/Ton
Hardwood Pulpwood	\$ 8.00/Ton

A **\$2,000.00** performance deposit shall be paid to Kingwood Forestry Services Escrow and will be held until this contract is completed.

It is understood that there will be a delay between the end of a cutting period and payment for that timber. **BUYER** shall pay for timber and furnish **SELLER** with copies of scale tickets and an accurate report of tons harvested within ten (10) days from the end of the period. **SELLER** shall have the privilege to inspect and verify the cut so reported.

5. All timber shall be delivered and scaled using the customary measuring standards.
6. Any merchantable timber left in the woods will be scaled by Kingwood Forestry Services, Inc., and **BUYER** will pay **SELLER** the required compensation.
7. Title to all timber licensed for cutting shall remain vested in **SELLER** until the same is cut by **BUYER**, at which time the title to the aforesaid timber shall vest in **BUYER**.
8. **BUYER** shall cut, remove and pay for all timber before **September 30, 2021**.
9. **SELLER** hereby agrees to warrant and defend title to said timber against all person, together with the right to enter on said lands and the exclusive right to cut, fell and remove said timber, and with the right of ingress and egress from, to and over said lands for such purposes, and the right to construct roads and/or bridges for such purposes.
10. **SELLER** makes no warranty as to the value or quality of any timber covered hereby nor the logging conditions in connection therewith.
11. **BUYER** shall comply with recommended Best Management Practices for the state of Texas and will conduct all operations so as to avoid or minimize damage to all land and timber, trees and timber growth.
12. **BUYER** agrees to, at its own expense, repair all woods roads, gates, fences, bridges, culverts, and other improvements caused by its operations and to remove logging debris from existing woods roads and creeks.

13. All timber hereunder shall be cut so as to secure the greatest practicable utilization of merchantable material from each tree.
14. **SELLER** shall in no way be liable or responsible for any injury or damage done or occasioned by the action and operations of **BUYER** under this agreement and **BUYER** binds and obligates itself to pay and satisfy any claims arising on account of its operations hereunder, whether the same by injuries to its employees or other persons or damage to any type property, and **BUYER** binds and obligates itself to carry public liability insurance fully covering any liability that may accrue to **SELLER** and to conduct all operations in a safe and workman like manner. Satisfactory evidence that such insurance is being carried in full force and effect must be provided to **SELLER** or its agent prior to any timber harvest operations. **BUYER** shall employ in connection with its operations hereunder no persons under eighteen (18) years of age. Failure to comply with this stipulation shall give **SELLER** a right to stop further cutting until this provision is complied with.
15. The **SELLER'S** representative, Kingwood Forestry Services, Inc., reserves the right to; 1) check the operation at any time to determine whether the provisions of this agreement are being carried out; 2) halt any or all operations to ensure compliance with this agreement.

The provisions of this agreement shall insure to the benefit of, and shall be binding upon, the parties, their heirs, successors, representatives or assigns.

We the undersigned, do hereby agree to all of the terms and conditions as listed in this Cutting Agreement.

BUYER: Matt Raulston Logging

BY: Bill Raulston


Date: _____

SELLER: TexAmericas Center

By: Scott Norton, Executive Director/CEO

Date: _____

Legend

 Timber Sale Area

**TexAmericas Center
Cypress Lane Sale Area
+/- 52 Acres
Bowie County, Texas**



Printed: September, 2020
Printed By: RJH



RESOLUTION NO. 20200922-26

A RESOLUTION AUTHORIZING EXECUTOR DIRECTOR/CEO TO EXECUTE LEASE ADDENDUMS INCORPORATING PILOT PAYMENT PROVISIONS

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, since its origination and receipt of property from the United States of America, TexAmericas Center has entered into numerous leases upon properties located upon the TAC Central Campus, TAC East Campus, and TAC West Campus which leases provide that the Tenants pay the real property taxes upon their leasehold interests; and

WHEREAS, by Senate Bill 579 of the 86th Regular Session of the Texas Legislature, the Legislature exempted from taxation a leasehold or other possessory interest granted to a person or entity by TexAmericas Center; and

WHEREAS, TexAmericas Center has previously adopted a policy regarding the implementation of a Payment in Lieu of Taxes (PILOT) Program; and

WHEREAS, a number of the leases executed prior to January 1, 2020, do not contain provisions for the exemption of taxes and imposition of the PILOT Program; and

WHEREAS, it is in the best interest of TexAmericas Center and the Taxing jurisdictions in Bowie County, Texas, to implement the PILOT Program for all property owned and leased by TexAmericas Center;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Lease Modification form implementing the PILOT Program attached hereto is approved for use by TexAmericas Center to implement the PILOT Program upon all properties leased to Tenants of TexAmericas Center;
2. The Executive Director/CEO of TexAmericas Center shall be and he is hereby authorized to negotiate modification of leases which do not have provisions for the PILOT Program to include the terms of the PILOT Program provisions set forth in the attached form and

to execute said Lease Amendments without further presentation of the Amendments to the Board of Directors; and

3. The Executive Director/CEO shall use the attached Modification of Lease form in substantially the form approved hereby, but may make changes to the exact text provided said changes to not conflict with the intent of the stated language.

PASSED and APPROVED this 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Modification of Lease Template

**MODIFICATION AND EXTENSION OF LEASE
(BUILDING_____)**

1. Parties.

The parties to this Agreement are TexAmericas Center (TAC), hereinafter the Landlord, and _____, hereinafter the Tenant.

2. Current Lease.

Landlord and Tenant entered into a Lease Agreement dated the ___ day of _____, 20___, for property located at _____, _____, Texas, said Lease having been amended to have an extended termination date of _____.

3. Modification Terms. The Lease is modified as follows:

A. Section _____ is amended to read as follows:

_____ If Tenant's leasehold interest in the Premises is, or hereafter becomes subject to real property taxes, Tenant will pay in full all real-property taxes, special assessments, and governmental charges of any kind imposed on the premises or leasehold interest in the Premises commencing on the first day of the lease term and continuing through the end of the calendar year in which the term ends, including any special assessments imposed on or against the premises for constructing or improving public works. This additional rent is payable directly to the entity imposing the tax, assessment, or charge at least 30 days before the date payment is due. Tenant will provide Landlord with a receipt or other evidence of payment for each tax, assessment, or charge paid as soon as a receipt or other evidence is available to Tenant, but not later than the date payment is due. Payments required by this Section are in addition to the fixed rent specified in this Lease Agreement.

B. A new Section _____ is added to the Lease to read as follows:

_____ Tenant Payment in Lieu of Taxes (PILOT). If Tenant's leasehold interest in the Premises is or hereafter becomes exempt from real property taxes, Tenant shall pay to Landlord annually a payment in lieu of taxes (PILOT) in an amount as agreed by Landlord and Tenant; provided, however, that said PILOT shall not exceed the amount that Tenant would be required to pay in real property taxes if the leasehold interest were not exempt. If Landlord and Tenant are not able to agree upon the amount of the PILOT within ninety (90) days after the leasehold interest becomes exempt from taxes, the amount of the PILOT shall be an amount equal to ninety percent (90%) of what the real property taxes would be if the leasehold interest were not exempt. Landlord and Tenant shall document the agreement regarding the PILOT as an amendment to this Lease Agreement. The agreement may be for a single year, or multiple years, and may, or may not, provide for an adjustment of the PILOT periodically. If at any time the PILOT agreement of the parties lapses, expires or is terminated pursuant to its terms, and the leasehold interest is exempt from real property taxes, Tenant shall pay to Landlord annually a PILOT in an amount equal to ninety percent (90%) of what the real property taxes would be if the leasehold interest were not

exempt. PILOT payments shall be payable to Landlord on or before January 31 of each year. Payments required by this Section are in addition to the fixed rent specified in this Lease Agreement.

C. Section _____ of the Lease is hereby deleted and replaced with the following new Section _____:

____ Ad Valorem Tax/PILOT Deposit. Upon execution of this Lease, Tenant shall deposit the sum of \$_____ with Landlord as an Ad Valorem Tax/PILOT Deposit. Said deposit shall not accrue interest. Landlord may upon expiration or termination of this Lease use the deposit to pay the taxes actually due, or hold for payment of, estimated ad valorem taxes due or to become due upon the leased premises and for which Tenant is responsible under the Terms of this Lease. Provided, Tenant pays all ad valorem taxes for which Tenant is responsible under this Lease, the deposit shall be refunded to Tenant at the address Tenant has given to Landlord for this specific purpose. If taxes have not been assessed and levied for the year in which this Lease expires or is terminated, Landlord may hold the deposit until said taxes have been determined; and, if Tenant does not pay said taxes at least 30 days before delinquency, Landlord may apply the deposit to the taxes due. Nothing in this subsection shall relieve Tenant of its obligation to pay ad valorem taxes upon the leased premises prior to delinquency as provided elsewhere in this Lease. In the event the Premises are exempt from real property taxes, the Ad Valorem/PILOT Deposit may be applied to any deficiency or default in payment of the PILOT as provided for in Section _____ of this Lease.

4. Continuation of Lease Terms.

Except for the modifications and extensions made in this Modification and Extension Agreement, and all prior modifications which are not changed by this Agreement, all provisions of the Lease Agreement will continue in full force and effect.

EXECUTED as of this the ____ day of _____, 20__.

TEXAMERICAS CENTER

By: _____
Scott Norton, Exec. Director/CEO

By: _____
Name: _____
Title: _____



RESOLUTION NO. 20200922-27

A RESOLUTION AUTHORIZING THE ACQUISITION OF POLLUTION AND REMEDIATION LEGAL LIABILITY INSURANCE FROM INDIAN HARBOR INSURANCE COMPANY AS REQUIRED BY ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT

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 has entered into an Environmental Services Cooperative Agreement with the United States of America for the performance of certain environmental services that may involve risk that must be mitigated through a variety of risk management techniques; and

WHEREAS, the term of the Environmental Services Cooperative Agreement has been extended for 18 months; and

WHEREAS, the Environmental Services Cooperative Agreement requires TexAmericas Center to maintain Pollution Legal Liability Insurance during the term of the Agreement; and

WHEREAS, Indian Harbor Insurance Company, an environmental unit of XL Insurance has submitted a proposal to provide Pollution and Remediation Legal Liability Insurance during the Extended Term of the Agreement, a copy of which is attached hereto; and

WHEREAS, TexAmericas Center desires to mitigate its potential risk from environmental and contamination and risk involved in remediation of environmental contamination through the acquisition of such Pollution and Remediation Legal Liability Insurance;

NOW, THEREFORE, BE IT RESOLVED, that TexAmericas Center shall acquire Pollution and Remediation Legal Liability Insurance from Indian Harbor Insurance Company upon the terms and conditions as set forth in the proposal attached to this Resolution; and

BE IT FURTHER RESOLVED, that TexAmericas Center shall obtain policy limits of \$5,000,000.00 for each pollution condition, with limits of aggregate liability of \$10,000,000.00, and with a self-insured retention amount of \$100,000.00 for a total policy premium of \$36,487.50 for an 18 Month Term as specified in the attached proposal; and

BE IT FUTHER RESOLVED, that Scott Norton, Executive Director/CEO shall be and he is hereby authorized to execute any and all documents necessary to acquire the Extension of the Pollution and Remediation Legal Liability Insurance Policy and to issue payment to the insurance company for the acquisition of said policy.

PASSED and APPROVED this 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

ATTACHMENT: IH/XL Proposal



**Environmental Unit of
AXA XL Insurance**
505 Eagleview Boulevard
Suite 100
Exton, PA 19341-0363

Tel: 800-327-1414
Fax: 610-458-8667

www.axaxl.com

August 13, 2020 VIA EMAIL SChavez@holmesmurphy.com

Sandra Chavez
Holmes Murphy and Associates, LLC
7600 East Orchard, Rd.
Suite 230 South
Greenwood Village, CO 80111

Re: **TEXAMERICAS CENTER
RENEWAL OF: PEC004469001**

Dear Sandra,

We are pleased to present the following indication for your client. The AXA XL Insurance-Environmental program promotes an integrated approach to risk management through insurance, specialized risk control and claims management.

This indication is strictly limited to the terms and conditions outlined below and any other coverage extensions, deletions or changes requested in the submission may not have been granted. Any request to amend, add, or modify terms and conditions or coverage as set forth below will not serve to alter the terms and conditions or coverage until written acknowledgement and approval to such request is provided by the Company.

This indication will expire on September 30, 2020. Any extensions must be requested in writing.

ALL PREMIUMS PRESENTED ARE PREPAID FIGURES.

Please feel free to call me with any questions you may have.

Sincerely,

A handwritten signature in black ink that reads 'Kimberly A. Bongiorno'. The signature is written in a cursive, flowing style.

Kim Bongiorno
Senior Underwriter
AXA XL Insurance – Environmental

Enclosure(s)

cc: Open Quote

PROPOSAL
for
TEXAMERICAS CENTER

Terrorism Risk Insurance Act

TERRORISM QUOTE SUMMARY

Line of Business	“Certified” Acts Coverage / Premium	SFP States Following Fire Terrorism Premium
Pollution and Remediation Legal Liability	3% Additional AP if elected	N/A

Possibility of Additional/Return Premium - The premium for Certified Acts of Terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate on 12/31/20, unless extended by the federal government. Continuation of coverage for Certified Acts of Terrorism, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of this policy. If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

THE ABOVE TERRORISM PREMIUMS ARE IN ADDITION TO THE QUOTED LINES OF BUSINESS

AS THE TERRORISM RISK INSURANCE ACT IS APPLICABLE TO THE U.S.A. ONLY, THE “CERTIFIED ACTS” COVERAGE IS NOT APPLICABLE OR AVAILABLE FOR CANADIAN COVERAGES.

The availability of coverage for Other Acts of Terrorism varies by state and may or may not be offered. Coverage for Certified Acts of Terrorism is optional. Please contact your insurance broker if you have any questions.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in section 102(1) of the Act*. The term “act of terrorism” means any act that is certified by the Secretary of the Treasury in accordance with the provisions of the federal Terrorism Risk Insurance Act to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States in the case of certain air carriers or vessels or

the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015, 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019; AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY-ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

TERRITORY

This policy(ies) will not apply to any risk which would be in violation of economic or trade sanctions administered by the United States Treasury, State, and Commerce Departments (e.g. the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control – OFAC). **Refer to Territory Section of Policy for coverage details.** Countries or organizations with OFAC restrictions include but are not limited to the following: Balkans, Burma, Cuba, Iran, Iraq, Libya, Liberia, North Korea, Sierra Leone, Sudan, and Taliban. Please note that this list is subject to change. Up to date information is available on U.S. OFAC home page (<http://www.treas.gov/ofac>).

PROPOSAL
for
TEXAMERICAS CENTER

Pollution and Remediation Legal Liability

POLICY TERMS

CARRIER and POLICY FORM: Indian Harbor Insurance Company
EVPRLCP 0419

A.M. BEST RATING: A

FIRST NAMED INSURED: TEXAMERICAS CENTER

YOUR LOCATION(S): See Endorsement EVPRL001a

DOMICILE STATE: TX

THE POLICY IS BEING ISSUED BY A SURPLUS LINES INSURANCE COMPANY. FOR SURPLUS LINES TAX REPORTING PURPOSES, PREMIUM WILL BE CODED TO THE STATE OF TX AND AN APPROPRIATE SURPLUS LINES LICENSE IS REQUIRED FOR EACH STATE. YOUR OFFICE WILL BE RESPONSIBLE FOR THE COLLECTION AND REMITTANCE OF ANY APPLICABLE TAXES AND FEES AS WELL AS THE FILING OF ALL REQUIRED AFFIDAVITS.

QUOTE SUMMARY

	1.
Policy Aggregate Limit of Liability	\$ 10,000,000
Legal Expense Aggregate Limit of Liability (in addition to the Policy Aggregate Limit of Liability)	\$ 500,000

A. Your Location Coverage	1.
Your Location Limit of Liability for each Pollution Condition	\$ 5,000,000
Your Location Aggregate Limit of Liability	\$ 10,000,000
Your Location Self-Insured Retention Amount for each Pollution Condition	\$ 100,000

Retroactive Date:	September 30, 2014
Reverse Retroactive Date:	Not Included

B. Emergency Remediation Expense Coverage	1.
Emergency Remediation Expense Limit of Liability for each Pollution Condition	\$ 500,000
Emergency Remediation Expense Aggregate Limit of Liability	\$ 500,000
Emergency Remediation Expense Self-Insured Retention Amount for each Pollution Condition	\$ 100,000

C. Contingent Transportation Coverage	1.
Contingent Transportation Limit of Liability for each Pollution Condition	\$ 5,000,000
Contingent Transportation Aggregate Limit of Liability	\$ 10,000,000
Contingent Transportation Self-Insured Retention Amount for each Pollution Condition	\$ 100,000

D. Non-Owned Disposal Site Coverage	1.
Non-Owned Disposal Site Limit of Liability for each Pollution Condition	\$ 5,000,000
Non-Owned Disposal Site Aggregate Limit of Liability	\$ 10,000,000
Non-Owned Disposal Site Self-Insured Retention Amount for each Pollution Condition	\$ 100,000
Retroactive Date:	September 30, 2014
Reverse Retroactive Date:	Not Included

	1.
Policy Premium: 1 Year Term Minimum Earned Premium: 100%	\$29,975
Policy Premium: 18 Month Term Minimum Earned Premium: 100%	\$34,750

ANY AND ALL APPLICABLE TAXES ARE THE RESPONSIBILITY OF THE BROKER AND/OR INSURED AND /OR INSURED AND ARE NOT INCLUDED IN ABOVE PREMIUM

The above quotation does not include a premium for Certified Acts of Terrorism coverage, which we are required to offer for certified losses under the Terrorism Risk Insurance Act. The additional premium for this coverage, which is optional, is shown on the Terrorism Quote Summary.

Other Acts of Terrorism coverage is included in this policy regardless of whether Certified Acts of Terrorism coverage is purchased.

COMMISSION **15.00%**

CONDITIONS

1. Receipt and satisfactory review of a completed AXA XL Insurance - Environmental Facilities Pollution Application signed and dated by the Insured must be returned prior to binding.
2. Order to Bind, Terrorism Selection (accept/decline) and E&S license information (if applicable, provide email information. Distribution of policy information will be sent electronically to the E&S licensed office, in lieu of postal mailing)..
3. For multi-year policies, Policy Limits of Liability do not annually reinstate.

ENDORSEMENTS

1. EVPRL001a Your Location(s) Schedule
2. EVPRL110a Contractor's Pollution (Job Site) Coverage With Emergency Remediation Expense Coverage
3. EVPRL216a Disaster Response Expense Coverage
4. EVPRL 414b Material Change In Use Or Operations Exclusion Modification Endorsement
5. EVPRL 418d Mold Matter Coverage Amendment
6. EVPRL419a Contamination Exclusion
7. EVPRL422a Environmental Land Use Controls And Engineering Controls Violation Exclusion For Specific Your Location(s)
8. EVPRL425a Monitoring And Testing Costs Exclusion
9. EVPRL811b Choice Of Law And Jurisdiction And Venue Condition Deletion
10. EVPRL930a Coverage For Certified Acts Of Terrorism Subject To Cap And Coverage For Other Acts Of Terrorism
11. EVPRL931a Exclusion Of Certified Acts Of Terrorism

12. MANUS Contamination Exclusion
13. MANUS Site Development Exclusion
14. MANUS Munitions and Explosives Of Concern Exclusion
15. MANUS Landfill Exclusion
16. MANUS Primary Insurance Coverage With The Exception For Specific Coverage

The aforementioned endorsements change the policy. Please read them carefully and contact the Underwriter if you have any questions or comments. Complete copies of all endorsements are attached to this quote for your review.

GENERAL CONDITIONS

Exclusions in the quotation include, but are not limited to, the terms and conditions outlined above. Please refer to the policy contract for specifics. Any other coverage extensions, deletions, or changes requested in the submission are hereby rejected.

RISK CONTROL AND ENGINEERING

Each AXA XL customer with a loss control service need is assigned a dedicated consultant from our Risk Consulting team to serve as an account manager. We work with our underwriting colleagues to determine the appropriate scope and involvement of Risk Consulting support.

As an integral component of our insurance program, we provide risk bulletins, articles, and other technical guidance to our customers upon request. Our account managers can also facilitate direct contact with our consulting partners to collaborate on project options, scope and cost.

As part of your client's insurance program, a member of our Risk Consulting team may be contacting you and your client to arrange for a risk assessment survey or other service designed to enhance their risk management programs.

Our risk management and loss control services program will meet the regulatory requirements of state mandated insurance programs for customers with covered risks in those states. If you or your clients have any questions about our services, please contact your underwriter or risk consulting account manager.

CLAIMS HANDLING SERVICES

In addition to insurance and loss control services, specialized claims handling services are provided by in house claims professionals 24/7.

The environmental claims administrators of AXA XL Insurance have handled over 50,000 auto liability, general liability, property, pollution and professional liability claims. Attorneys and adjusters are assisted by in-house technical consultants, uniquely qualified in engineering and environmental fields. The diverse and professional staff provides to clients cost-effective solutions to litigation and remediation problems and is recognized for its responsiveness and ability to expedite problem solving in the claims process. When necessary, a wide network of proven defense counsel and experts augment claim handling efforts. The effective cost recovery strategies provided are essential in minimizing the overall financial risks.

The AXA XL Insurance Environmental claims administrator unit is recognized for lowering costs and ensuring timely and fair resolutions of claims and is dedicated to providing quality, ethical, prompt service in a friendly fashion to every client.

PAYMENT TERMS

In order to bind coverage, we must receive your written instructions confirming coverage(s) desired prior to releasing policy numbers. The full premium payment is due thirty (30) days from the effective date.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

YOUR LOCATION(S) SCHEDULE

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended to including the following Your Location(s) Schedule, but solely with respect to your liability:

Your Location(s):

- 1.
- 2.
- 3.
- 4.
- 5.

or

Your Location(s) specifically on file with us, as set forth in the following document(s):

Documents:

The surveyed boundary of the former Lone Star Army Ammunition Plant that is outlined on the map titled Lone Star Army Ammunition Plant Survey for Red River Redevelopment Authority Bowie County, Texas on file with the company except for those portions of the property within the surveyed outline of the boundary designated as Army Retained or DZI.

[Surveyed areas sheets not included in the COVERED LOCATION are: 32 & 32A – Army retained (Area A Landfill); 47 – all DZI designated; 48 – all DZI designated; 49-50 – all DZI designated; 51-52 – Army Retained (High Explosive Burning Ground), Access Easement to High Explosive Burning Ground; 53-54 – Army Retained (Old demolition Area & Easement Access to Old demolition Area); 57-63 – Army Retained (High Explosive Burning Ground) & (Old demolition Area) SWEPCO Utility Easement; 64-65 – DZI (Area W & Access Easement); 66-67 – Army Retained (Rail) – 21.850 acres; 68-73 – SWEPCO Utility Easements; 74 – Windstream; 75 – Army Retained Property (67.984 acres) & Access Easement

1. to the Area A Landfill.

During the **Policy Period**, the **First Named Insured** may request that a new location be added to this Policy by endorsement. We shall advise the **First Named Insured** of any information needed to consider the request. If we agree to add this new location to the Policy, we will do so by issuing an endorsement adding the location

as **Your Location**. Coverage for any such added location will not be effective until we issue the endorsement adding the location as **Your Location**. Locations added to this Policy may be subject to additional premium or coverage restrictions.

All other terms and conditions remain the same.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S POLLUTION (JOB SITE) COVERAGE WITH EMERGENCY REMEDIATION EXPENSE COVERAGE

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

Solely with respect to the coverage provided by this Endorsement, it is agreed that this Policy is amended as follows:

SECTION I - INSURING AGREEMENTS, is amended to include the following:

Job Site Coverage

We will pay on your behalf for **Pollution Loss** that you become legally obligated to pay as a result of a **Claim** arising from a **Pollution Condition** on, at, under or migrating from a **Job Site**, provided that:

1. the **Pollution Condition** results from **Contracting Services** rendered on or after the **Retroactive Date** identified below and prior to the end of the **Policy Period**; and
2. the **Claim** is first made against you during the **Policy Period** and reported to us, in writing, during the **Policy Period**, or, where applicable, the Extended Reporting Period.

Emergency Remediation Expense (Job Site) Coverage

We will indemnify you for **Emergency Remediation Expense (Job Site)** incurred by you, as a result of a **Pollution Condition** on, at, under or migrating from a **Job Site**, provided that:

1. the **Pollution Condition** results from **Contracting Services** rendered during the **Policy Period**;
2. the **Pollution Condition** first commences during the **Policy Period**; and
3. the **Pollution Condition** and notice of the **Emergency Remediation Expense (Job Site)** are reported to us, in writing, during the **Policy Period**, but in no event later than fourteen (14) days from the discovery of the **Pollution Condition**, or the end of the **Policy Period**, whichever occurs first.

Item (4) of the Declarations, is amended to include the following:

Job Site Coverage:

- \$ 1,000,000 **Job Site** Limit of Liability for each **Pollution Condition**
- \$ 1,000,000 **Job Site** Aggregate Limit of Liability
- \$ 100,000 **Job Site** Self-Insured Retention Amount for each **Pollution Condition**

Retroactive Date: September 30, 2014

Emergency Remediation Expense (Job Site) Coverage:

- \$ 250,000 **Emergency Remediation Expense (Job Site)** Limit of Liability for each **Pollution Condition**
- \$ 250,000 **Emergency Remediation Expense (Job Site)** Aggregate Limit of Liability
- \$ 100,000 **Emergency Remediation Expense (Job Site)** Self-Insured Retention Amount for each **Pollution Condition**

Notwithstanding the above, the maximum Limits of Liability applicable under this Policy will not exceed the Aggregate Limits of Liability stated in Item (3) of the Declarations.

SECTION III - DEFINITIONS, G. **Emergency Remediation Expense**, M. **Legal Expense**, X. **Pollution Condition**, Y. **Pollution Loss**, and AA. **Remediation Expense**, are deleted in their entirety and replaced with the following:

- G. Emergency Remediation Expense (Job Site)** means **Remediation Expense** incurred by you on an emergency basis at a **Job Site**, that we determine were reasonable and necessary to mitigate the immediate effects of the **Pollution Condition** on, at, under or migrating from a **Job Site**, resulting from the rendering or failure to render **Contracting Services**.
- M. Legal Expense** means legal costs, charges and expenses incurred by you or on your behalf in the investigation or defense of a **Claim** arising from **Contracting Services**, provided such costs, charges and expenses are authorized by us, and includes any necessary expert fees paid to experts retained by defense counsel.

Legal Expense does not include any of the following:

1. the time and expense incurred by you in assisting us in the investigation or resolution of a **Claim** arising from **Contracting Services**, including, but not limited to, the costs of your in-house counsel, salary charges of your regular employees or officials, and fees and expenses of counsel retained by you;
2. salary charges of our employees; or
3. legal costs, charges and expenses incurred in connection with **Emergency Remediation Expense (Job Site)**.

X. Pollution Condition means:

1. the discharge, dispersal, release, seepage, migration or escape of **Pollutants** into or upon land or structures thereupon, the atmosphere or any watercourse or body of water, including groundwater; and
2. the presence of **Mold Matter** in or on buildings or structures.

Y. Pollution Loss means each of the following that results from a **Pollution Condition** that first commenced on or after the **Retroactive Date** stated above:

1. a monetary judgment, award or settlement that is entered into with our written consent (which consent shall not be unreasonably withheld), of compensatory damages for:
 - a. **Bodily Injury or Property Damage**; or
 - b. **Remediation Expense**;
2. civil fines and penalties assessed against you, but only where insurance coverage for such fines and penalties is allowable by law;
3. punitive, exemplary or multiplied damages that you are legally liable for, but only where insurance coverage for such damages is allowable by law;
4. **Legal Expense** associated with Subsections Y.1. through Y.3. immediately above that is incurred with our prior written consent (which consent would not be unreasonably withheld).

Pollution Loss does not include:

- a. injunctive or equitable relief;
- b. the return of fees or charges for services rendered;
- c. salaries of your employees or any **Leased Worker**; or
- d. your profit, overhead or mark-up.

AA. Remediation Expense means reasonable and necessary expenses caused by a **Pollution Condition** and incurred to investigate, assess, remove, dispose of, treat, abate, contain or neutralize a **Pollution Condition**, including any associated monitoring and testing costs.

SECTION III - DEFINITIONS, is amended to include the following:

Contractor means the following entity:

Entity hired by the First Named Insured to provide the below Contracting Services on their behalf

In addition to being a **Contractor**, the above entity is also an **Additional Named Insured** on this Policy.

Contracting Services means the following activities that are rendered by the **Contractor**:

Sampling of groundwater

Job Site means the location where **Contracting Services** are being rendered.

Job Site does not include:

1. any location owned, rented, leased, used or occupied by you, except for a location that is rented, leased, or occupied (but not owned) by the **Contractor** and is used on a temporary basis by the **Contractor** during the course of providing **Contracting Services** for such single project.
2. **Job Site** does not include **Your Location** or a **Non-Owned Disposal Site**.

SECTION IV - EXCLUSIONS, I. Known Circumstances or Conditions, is amended to include the following:

However, in the event that during the **Policy Period** the **Contractor** exacerbates a **Pollution Condition**, caused by others, coverage is not excluded for that portion of the **Pollution Loss** or **Emergency Remediation Expense (Job Site)** that would not exist but for the **Contractor's** exacerbation of the **Pollution Condition**.

SECTION IV - EXCLUSIONS, K. Products Liability, is amended by the addition of the following:

This exclusion does not apply to the fabrication, assembly or installation of goods, materials or products provided by the **Contractor** in connection with the performance of **Contracting Services**.

SECTION IV - EXCLUSIONS, is amended by the addition of the following:

Express Warranty and Guaranty

any express warranty or guaranty.

This exclusion does not apply to liability you or the **Contractor** would have in the absence of such express warranty or guaranty.

Insurance and Suretyship

the requiring, obtaining, maintaining, advising as to, or the failure to require, obtain, maintain or advise as to any form of insurance, suretyship or bond, either with respect to any **Insured**, the **Contractor** or any other person or entity.

Joint Venture or Co-Venture

arising out of your participation in a joint venture or co-venture.

Notices to Previous Insurers

any **Claim**, for **Pollution Loss**, **Pollution Condition**, or **Remediation Expense**, reported by you in part or in whole under any prior policy

Professional Liability

the rendering of or failure to render professional services by the **Contractor**.

Related Entities and Individuals

a **Claim** by an entity or individual:

1. that wholly or partially owns, operates or manages you;
2. that you have a direct or indirect ownership interest of twenty-five percent (25%) or more;
3. that is controlled, operated or managed by you; or

4. that is an affiliate of you.

Separately Insured Project

a location, project or **Contracting Services** that was or is subject to a contractor controlled insurance program, owner controlled insurance program, consolidated (wrap-up) insurance program or other similar insurance program, regardless of whether or not:

1. such insurance program remains in effect;
2. such insurance program has limits of liability adequate to cover any claims, losses or liabilities;
3. such insurance program provides coverage that is identical, broader or narrower in scope than the coverage described above;
4. such insurance program covers any loss or liability for which coverage is sought under this Endorsement; or
5. you, the **Contractor** or others acting on your behalf have performed or are performing operations in connection with such location, project or **Contracting Services**,

unless the Company has specifically endorsed such location or project onto this Policy.

Transportation

the ownership, maintenance, use, operation, loading or unloading of any motorized land vehicle, trailer, semi-trailer, mobile equipment, aircraft, watercraft or rolling stock, including any machinery or apparatus attached thereto or any cargo carried thereby.

Your Faulty Workmanship

the cost to repair or replace faulty workmanship, construction, fabrication, installation, assembly, erecting, manufacture or remediation, if such faulty workmanship, construction, fabrication, installation, assembly, erecting, manufacture or remediation was performed, in whole or in part, by the **Contractor**.

All other terms and conditions remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISASTER RESPONSE EXPENSE COVERAGE

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

SECTION I - INSURING AGREEMENTS, is amended to include the following:

Disaster Response Expense Coverage

We will pay on your behalf for any reasonable and necessary expenses incurred by you, with our prior written consent, for a public relations or crisis management firm hired by you, and approved by us, to minimize potential harm to your reputation by maintaining or restoring public confidence in you resulting from a **Pollution Condition** on, at, under or migrating from **Your Location**, that has or is likely to result in a **Media Event**, provided that the **Media Event** or **Pollution Condition** first commences during the Policy Period, and is reported to us, in writing, during the **Policy Period**, or, where applicable, the Extended Reporting Period.

Item (4) of the Declarations, is amended to include the following:

Disaster Response Expense Coverage:

\$ 500,000 **Disaster Response Expense** Limit of Liability for each **Pollution Condition**

\$ 500,000 **Disaster Response Expense** Aggregate Limit of Liability

\$ 100,000 **Disaster Response Expense** Self-Insured Retention Amount for each **Pollution Condition**

Notwithstanding the above, the maximum Limits of Liability applicable under this Policy will not exceed the Aggregate Limits of Liability shown in Item (3) of the Declarations.

SECTION II – SUPPLEMENTAL COVERAGES, A. Disaster Response Expense Coverage, is deleted in its entirety from this Policy.

All other terms and conditions remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MATERIAL CHANGE IN USE OR OPERATIONS EXCLUSION AMENDMENT

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

SECTION IV - EXCLUSIONS, J. Material Change in Use or Operations, is deleted in its entirety and replaced with the following:

J. Material Change in Use or Operations

any material change in use of, or a material change in operations at, **Your Location(s)** from those set forth by you in the statements, declarations and information contained in the Application for this Policy including any other supplemental materials submitted to us as part of the Application process prior to the inception of the **Policy Period** or prior to **Your Location(s)** being endorsed onto this Policy.

However, this exclusion does not apply to the following uses or operations listed below, that would not constitute a material change in use or operation:

Any use other than residential occupancy. The Use of Groundwater for potable purposes would constitute a material change in Use.

All other terms and conditions remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD MATTER EXCLUSION AMENDMENT

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

SECTION IV - EXCLUSIONS, is amended to include the following:

Mold Matter

the presence, exposure to, required removal or abatement of **Mold Matter**, regardless of the cause of such **Mold Matter**.

However, in the event that all site development and construction activities are completed, a Certificate of Occupancy (COO) or similar documentation has been issued by the applicable regulatory authority(ies), and a Water Intrusion Management Plan (WIMP) or similar documentation has been prepared by you and both documents have been provided to us, this Endorsement may be deleted or modified by us, upon our satisfactory review and approval of these documents, which approval shall not be unreasonably withheld or delayed.

It is further agreed that such deletion or modification of this Endorsement shall not be effective until we issue a new endorsement deleting or modifying this specific endorsement. In no event shall we be liable for any **Pollution Loss, Emergency Remediation Expense** or any other coverage afforded by deleting or modifying this Endorsement, that arose prior to the effective date of the new endorsement deleting or modifying this specific endorsement. There shall be no additional premium associated with the modification or deletion of this Endorsement.

All other terms and conditions remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTAMINATION EXCLUSION

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

Solely with regards to **Your Location(s)** listed below, it is agreed that this Policy is amended as follows:

SECTION IV - EXCLUSIONS, is amended to include the following:

This Policy does not apply to any of the following coverages:

All coverages afforded under this Policy.

or

Bodily Injury

Property Damage

Remediation Expense

Legal Expense, associated with any coverage selected above

Emergency Remediation Expense

Any other coverage afforded under this Policy, as specified below: (list endorsement number and title)

Based upon or arising out of the following:

any **Pollution Condition**.

or

any **Pollution Condition**, including any breakdown daughter or derivative products of any **Pollutants** identified below:

- Barium, nitrate, nitrite, nitrogen, sulfate, cadmium, chromium, hexavalent chromium, lead, antimony, arsenic, beryllium, mercury, manganese, nickel, 1,1-dichloroethene, benzene, chloromethane, methylene chloride, vinyl chloride, 1,1,2-trichloroethane, 1,2-dichloroethane, 1,2-DCE, bis-2(ethylehexyl)phthalate, cyclotrimethylenetrinitramine (RDX), and petroleum hydrocarbons,
- 1.

In or affecting the following Media:

All Media.

or

Soil

Groundwater

Surface Water

Sediment

Air

Soil Vapor

Other:

Where such **Pollution Condition** is,

on, at, or under,

migrating from,

on, at, under or migrating from,

Any location listed in the Your Location(s) Schedule endorsed onto this Policy.

or

Your Location(s) listed below:

1. See Endorsement EVPRL001a – Your Location Schedule

With respect to this exclusion, in the event a No Further Action (NFA) letter(s) or similar documentation has been issued by the applicable regulatory authority(ies) which states that No Further Action is required with respect to the **Pollutants** excluded by this Endorsement, this Endorsement may be deleted or modified by us for those **Pollutants** that are the subject of the NFA or similar documentation, upon our review and approval, which approval shall not be unreasonably withheld or delayed.

It is further agreed that such deletion or modification of this Endorsement shall not be effective until we issue a new endorsement deleting or modifying this specific endorsement. In no event shall we be liable for any **Pollution Loss, Emergency Remediation Expense**, or any other coverage afforded by deleting or modifying

this Endorsement that: (1) arose prior to the effective date of the new endorsement deleting or modifying this specific endorsement; or (2) were incurred to achieve such No Further Action status.

All other terms and conditions remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENVIRONMENTAL LAND USE CONTROLS AND ENGINEERING CONTROLS VIOLATION EXCLUSION
FOR SPECIFIC YOUR LOCATION(S)**

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

Solely with respect to **Your Location(s)** listed in the Your Location(s) Schedule below, it is agreed that this Policy is amended as follows:

SECTION IV - EXCLUSIONS, is amended to include the following:

Environmental Land Use Controls and Engineering Controls Violation

any **Insured's** and/or its agent's operation of, maintenance of, installation of, or failure to operate, maintain, or install any:

1. Environmental land use controls including, but not limited to, institutional controls, activity and use limitations, and environmental use restrictions; or
2. Engineering controls.

Your Location(s) Schedule:

1. See Endorsement EVPRL001a - Your Location Schedule

All other terms and conditions remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONITORING AND TESTING COSTS EXCLUSION

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

SECTION IV - EXCLUSIONS, is amended to include the following:

Monitoring and Testing Costs

any monitoring or testing costs performed by you or on your behalf during the **Policy Period** associated with the following:

Your Location:

- 1. See Endorsement EVPRL001a - Your Location Schedule

Project Name:

All Groundwater Monitoring

All other terms and conditions remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHOICE OF LAW AND JURISDICTION AND VENUE CONDITION DELETION

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

SECTION VIII - CONDITIONS, F. Choice of Law and Jurisdiction and Venue, is deleted in its entirety.

All other terms and conditions remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE FOR CERTIFIED ACTS OF TERRORISM
SUBJECT TO CAP AND COVERAGE FOR OTHER ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

SECTION I – INSURING AGREEMENTS, is amended to include the following:

Provided that coverage is otherwise afforded under this Policy, and subject to all of the terms and conditions of this Policy, coverage is afforded for the following:

Terrorism

We will pay on your behalf for any **Claim, Pollution Loss, Emergency Remediation Expense**, or any other coverage afforded under this Policy, or **Any Injury or Damage**, directly or indirectly based upon or arising out of a **Certified Act of Terrorism** or an **Other Act of Terrorism**.

SECTION III - DEFINITIONS, is amended to include the following:

Any Injury or Damage means any injury or damage covered under any Coverage Part to which this endorsement is applicable and as may be defined in any applicable Coverage Part.

Certified Act of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act:

1. to be an act that resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the federal Terrorism Risk Insurance Act;
2. to be an act of terrorism;
3. to be a violent act or an act that is dangerous to human life, property or infrastructure;
4. to have resulted in damage:
 - a. within the United States; or
 - b. to an air carrier; to a United States flag vessel, regardless of where the loss occurs; or at the premises of a United States mission; and
5. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Other Act of Terrorism means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act.

However, **Other Act of Terrorism** does not include acts of terrorism that fail to be certified losses solely because the act resulted in aggregate losses of \$5,000,000 or less. Multiple incidents of an **Other Act of Terrorism** which occur within a seventy-two (72) hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

With respect to any one or more **Certified Acts of Terrorism**, if aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act, exceed \$100,000,000,000 in a Calendar Year and we have met our Insurer Deductible under the federal Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceed the \$100,000,000,000, and in such case insured losses up to that amount are subject to pro-rata allocation in accordance with procedures established by the Secretary of Treasury.

SECTION IV - EXCLUSIONS, F. Hostile Acts, is deleted in its entirety and replaced with the following:

F. Hostile Acts

any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.

This exclusion does not apply to terrorism, including any **Certified Act of Terrorism** or **Other Act of Terrorism**.

All other terms and conditions remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

SECTION IV - EXCLUSIONS, is amended to include the following:

Certified Act of Terrorism

This Policy does not apply to any Claim, **Pollution Loss, Emergency Remediation Expense**, or any other coverage afforded under this Policy, or **Any Injury or Damage**, directly or indirectly based upon or arising out of a **Certified Act of Terrorism**.

SECTION III - DEFINITIONS, is amended to include the following:

Any Injury or Damage means any injury or damage covered under any Coverage Part to which this Endorsement is applicable and as may be defined in any applicable Coverage Part.

Certified Act of Terrorism means an act that is certified by the Secretary of the Treasury in accordance with the provisions of the federal Terrorism Risk Insurance Act:

1. to be an act that resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the federal Terrorism Risk Insurance Act;
2. to be an act of terrorism;
3. to be a violent act or an act that is dangerous to human life, property or infrastructure;
4. to have resulted in damage:
 - a. within the United States; or
 - b. to an air carrier; to a United States flag vessel, regardless of where the loss occurs; or at the premises of a United States mission; and
5. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Other Act of Terrorism means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act.

However, **Other Act of Terrorism** does not include acts of terrorism that fail to be certified losses solely because the act resulted in aggregate losses of \$5,000,000 or less. Multiple incidents of an **Other Act of Terrorism** which occur within a seventy-two (72) hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

SECTION IV - EXCLUSIONS, F. Hostile Acts, is deleted in its entirety and replaced with the following:

F. Hostile Acts

any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.

This exclusion does not apply to **Other Act of Terrorism**.

All other terms and conditions remain the same.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MUNITIONS AND EXPLOSIVES OF CONCERN EXCLUSION

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

Section IV. EXCLUSIONS, is amended to include the following:

MUNITIONS AND EXPLOSIVES OF CONCERN means military munitions that have been abandoned or buried and are not armed (Ordnance and Explosives or OE); military munitions that have been primed, fused, armed, or otherwise prepared for action, and have been fired, dropped, launched, projected, or placed in such a manner as to constitute a hazard to operations, structures, personnel, or material and that remain unexploded either by malfunction, design, or any other cause (Unexploded Ordnance or UXO); any materials originating from unexploded ordnance, discarded military munitions, or other military munitions, including explosive and non-explosive materials.

All other terms and conditions remain the same.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LANDFILL EXCLUSION

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

Section IV. EXCLUSIONS, is amended to include the following:

This Policy does not apply to **Remediation Expense**, **Emergency Remediation Expense** or any coverage afforded under SECTION II – SUPPLEMENTAL COVERAGES, directly or indirectly based upon or arising out of a **Pollution Condition** on, at, or migrating from any location listed in the Schedule below, even if such **Remediation Expense** is or would be incurred to prevent a **Pollution Condition** from migrating from such location.

Location:

- The Inactive Western Sanitary Landfill (IRP LSAAP-002)
- Abandoned Landfill 2 (IRP LSAAP-008)
- Abandoned Construction Landfill (IRP LSAAP-009) [including 14(3)HR]
- Abandoned Landfill (SWMU 10) (IRP LSAAP-010)
- Abandoned Landfill (SWMU 11) (IRP LSAAP-011)
- Abandoned Landfill (SWMU 14) (IRP LSAAP-009)
- Rubber & Glass Landfill
- Western Sanitary Active Landfill
- Area A Landfill
- Area W Landfills [9(3)HR; 10(3)HR; 8(3);]
- 2(7)HRPR Area of Concern
- 17(3) Chemical Burial Sites
- 18(7)HRPR Potential Dump Site – Area of Concern

All other terms and conditions remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE COVERAGE WITH EXCEPTION FOR SPECIFIC COVERAGE(S)

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

SECTION VIII - CONDITIONS, J. Other Insurance, is deleted in its entirety and replaced with the following:

J. Other Insurance

Unless expressly stated to the contrary, this Policy is excess over the Self-Insured Retention Amount and where other valid and collectible insurance is available to you for a **Pollution Condition**, this insurance shall apply as primary insurance versus any other valid and collectible insurance with the exception of **Mold Matter**.

Where such other valid and collectible insurance available to you for a **Pollution Condition** is also primary, with the exception of other available valid and collectible insurance for **Mold Matter**, our obligations to you is as follows:

1. If other primary insurance permits contribution by equal shares, we will also follow this method. Under this method, each Insurer contributes equal amounts until it has paid the applicable limit of insurance or none of the loss remains, whichever comes first; or
2. If any other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each Insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all primary Insurers.

Where other valid and collectible insurance is available to you for:

- Contractor's Pollution Legal Liability Coverage and where this Policy also provides such coverage, this Policy shall be in excess of the Self-Insured Retention Amount stated in the Declarations and any such other valid and collectible insurance available to you for such coverage selected above, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy Number in this Policy's Declarations.

All other terms and conditions remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD MATTER EXCLUSION AMENDMENT

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

SECTION IV - EXCLUSIONS, is amended to include the following:

Mold Matter

the presence, exposure to, required removal or abatement of **Mold Matter**, regardless of the cause of such **Mold Matter**.

However, in the event that all site development and construction activities are completed, a Certificate of Occupancy (COO) or similar documentation has been issued by the applicable regulatory authority(ies), and a Water Intrusion Management Plan (WIMP) or similar documentation has been prepared by you and both documents have been provided to us, this Endorsement may be deleted or modified by us, upon our satisfactory review and approval of these documents, which approval shall not be unreasonably withheld or delayed.

It is further agreed that such deletion or modification of this Endorsement shall not be effective until we issue a new endorsement deleting or modifying this specific endorsement. In no event shall we be liable for any **Pollution Loss, Emergency Remediation Expense** or any other coverage afforded by deleting or modifying this Endorsement, that arose prior to the effective date of the new endorsement deleting or modifying this specific endorsement. There shall be no additional premium associated with the modification or deletion of this Endorsement.

All other terms and conditions remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTAMINATION EXCLUSION

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

Section IV. EXCLUSIONS, is amended to include the following:

This Policy does not apply to any of the following coverages including any Legal Expenses associated with any coverage selected below:	Based upon or arising out of any Pollution Condition, including any breakdown daughter or derivative products of any Pollutants identified below:	In or affecting the following Media:	Where such Pollution Condition is:	Parcel Designation / location designation as described on the CERFA CATEGORY AND MEC MAP (Calibre Figure 4, dated 4/29/09) on file with the Company
<input checked="" type="checkbox"/> Remediation Expense	Lead	Soil	<input checked="" type="checkbox"/> on, at, or under <input checked="" type="checkbox"/> migrating from	Associated with lead based paint on buildings
<input checked="" type="checkbox"/> Bodily Injury <input checked="" type="checkbox"/> Property Damage <input checked="" type="checkbox"/> Remediation Expense	Lead	Soil, Surface water, Sediment	<input checked="" type="checkbox"/> on, at, or under <input checked="" type="checkbox"/> migrating from	Associated with 29(3) HR All Streams and drainage features
<input checked="" type="checkbox"/> Remediation Expense	any Pollution Condition	All Media	<input checked="" type="checkbox"/> on, at, or under <input checked="" type="checkbox"/> migrating from	Associated with operations at F1(7) HRPR Salvage Yard
<input checked="" type="checkbox"/> Remediation Expense	any Pollution Condition	All Media	<input checked="" type="checkbox"/> on, at, or under <input checked="" type="checkbox"/> migrating from	Associated with operations at F2(7)HRPRX Ground Incinerator

X Remediation Expense	Mercury	Soil, Groundwater, Sediment, Surface water	X on, at, or under X migrating from	Associated with operations at I1(7)HR I-9 Area
X Remediation Expense	Total Petroleum Hydrocarbons	Soil, Sediment, Surface water, Groundwater	X on, at, or under X migrating from	Associated with operations at I2(2)PR Former UST Site
X Remediation Expense	any Pollution Condition	All Media	X on, at, or under X migrating from	Associated with operations at I3(4)HR West of Building I-30
X Remediation Expense	any Pollution Condition	All Media	X on, at, or under X migrating from	Associated with operations at I4(7)PR I-39 Yard
X Remediation Expense	Asbestos and all other construction materials	All Media	X on, at, or under X migrating from	Associated with operations at I6(3)HR Landfill (to include 14 fill areas across the site as noted in the AT Kearny Report, 1988)
X Remediation Expense	any Pollution Condition	All Media	X on, at, or under X migrating from	Associated with operations at G(7)HRPR Load Line G
X Remediation Expense	any Pollution Condition	All media	X on, at, or under X migrating from	Associated with operations at G3(7)HRPR Inert Storage and Maintenance Area
X Remediation Expense	Total Petroleum Hydrocarbons	All Media	X on, at, or under X migrating from	Associated with operations at G2(2)PR Former UST Site
X Remediation Expense	any Pollution Condition	All Media	X on, at, or under	Associated with operations at F(7)HRPR Load Line F

			X migrating from	
X Remediation Expense	any Pollution Condition	All Media	X on, at, or under X migrating from	Associated with operations at V(7)HR Storage Area
X Remediation Expense	any Pollution Condition	All Media	X on, at, or under X migrating from	Associated with operations at V1(7)HRX Explosion Area
X Remediation Expense	any Pollution Condition	All Media	X on, at, or under X migrating from	Associated with operations at E(7)HRPR Load Line E
X Remediation Expense	any Pollution Condition	All Media	X on, at, or under X migrating from	Associated with operations at C(7)HRPR Area C Explosive Location
X Remediation Expense	any Pollution Condition	All Media	X on, at, or under X migrating from	Associated with operations at C1(7)HRPX Explosion Location
X Remediation Expense	any Pollution Condition	All Media	X on, at, or under X migrating from	Associated with operations at B(7)HRPX Railroad Service Location
X Remediation Expense	any Pollution Condition	All Media	X on, at, or under X migrating from	Associated with operations at A(7)HR Old Ammonium Nitrate Plant
X Remediation Expense	any Pollution Condition	All Media	x on, at, or under X migrating from	Associated with operations at 5(7)HRPX Area of Concern
X Remediation Expense	any Pollution Condition	All Media	X on, at, or under	Associated with operations at 19(2)HRPR 19(7)HRPR

			X migrating from	Burial Site
X Remediation Expense	any Pollution Condition	All Media	X on, at, or under X migrating from	Associated with operations at Area Z, Area I, Area BB, Area A, Area U, Area V, Load Line C, Load Line B, Load Line G, Load Line F, Area E, F33 Salvage Yard
X Remediation Expense	any Pollution Condition	All Media	X migrating from	Day & Zimmerman Property & US Government owned property

With respect to this exclusion, in the event a No Further Action (NFA) letter(s) or similar documentation has been issued by the applicable regulatory authority(ies) which states that No Further Action is required with respect to the **Pollutants** excluded by this Endorsement, this Endorsement may be deleted or modified by us for those ~~Constituents~~ **Pollutants** that are the subject of the NFA or similar documentation, upon our review and approval, which approval shall not be unreasonably withheld or delayed.

It is further agreed that such deletion or modification of this Endorsement shall not be effective until we issue a new Endorsement deleting or modifying this specific endorsement. In no event shall we be liable for any **Pollution Loss, Emergency Remediation Expense**, or any other coverage granted by deleting or modifying this Endorsement that: (1) arose prior to the effective date of the new endorsement deleting or modifying this specific Endorsement; or (2) were incurred to achieve such No Further Action status.

All other terms and conditions remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SITE DEVELOPMENT EXCLUSION

This endorsement modifies insurance provided under the following:

POLLUTION AND REMEDIATION LEGAL LIABILITY POLICY

It is agreed that this Policy is amended as follows:

Section IV. EXCLUSIONS, is amended to include the following:

Site Development and Construction Activities

This Policy does not apply to any **Claim, Pollution Loss, Emergency Remediation Expense**, or any other coverage afforded under this Policy, including SECTION II – SUPPLEMENTAL COVERAGES, directly or indirectly based upon or arising out of a **Pollution Condition**, including any breakdown daughter or derivative products of any **Pollutants** identified below:

	Pollutants:	In or affecting the following Media:	On, at, under or migrating from the follow Parcels: (see CERFA CATEGORY AND MEC MAP.pdf Figure 4, 4/29/09 on file with us)
1.	Volatile Organic Compounds, cadmium, lead, poly aromatic hydrocarbons	Soil, Groundwater	Associated with operations at BB1(5)HR Road Wheel Denuding Area
2.	Volatile Organic Compounds, paints, total petroleum hydrocarbons, lead	Soil, Groundwater	Associated with operations at BB(7)HRPR Railroad Service Area, Inert Storage, and other facilities
3.	Oil, copper, nickel, lead	Soil, Groundwater, Surface Water / Sediment, Concrete Floors	Associated with operations at D97) HRPR – Inert Storage Area
4.	Lead, chromium, arsenic, barium, cadmium, hexavalent chromium, copper, manganese, nickel, selenium, zinc	Soil, Groundwater	Associated with operations at G1(4)HR G Ponds
5.	Solvents and greases	Soil, Groundwater, Surface Water / Sediment	Associated with operations at CC(3)PR Railroad Classification Yard

6	Lead	Soil, Groundwater, Range Berm	Associated with operations at Abandoned Pistol Range
7	Metals, VOCs, total petroleum hydrocarbons	Soil, Groundwater, Surface Water / Sediment	Associated with operations at 20(4)PR Road Oil Burial Site
8	Railroad ties and all associated Pollutants	Soil	Associated with Railroad Lines running throughout the COVERED LOCATION
9	Building Debris, building materials, caulking, paint, building slabs, artificial fill underneath building slabs	All Media	Entire Your Location

Where such **Pollutants** specified above, are a result of any site development or construction activities, including but not limited to:

1. Geotechnical or any other site investigations performed in preparation for any site development or construction;
2. Site grading;
3. The razing and/or construction of any structures; or
4. The removal and/or disposal of any soil or other debris,

all of which would not have been necessary in the absence of any site development or construction activities.

All other terms and conditions remain the same.



AXA XL Facilities Pollution Renewal Application (For AXA XL Insurance Renewals only)

AXA XL • 505 Eagleview Boulevard, Suite 100, Exton, PA 19341-1120, USA
Tel: 800-327-1414
Fax: 610-458-8667
www.axaxl.com

**THIS APPLICATION IS FOR A “CLAIMS-MADE AND REPORTED” POLLUTION AND
REMEDiation LEGAL LIABILITY POLICY.**

**PLEASE READ THE APPLICANT INSTRUCTIONS BELOW CAREFULLY AND FILL OUT
THIS APPLICATION COMPLETELY.**

APPLICANT INSTRUCTIONS:

1. Answer all questions; leave no blank spaces. If you have up-to-date engineering reports (e.g., Phase I Environmental Site Assessment Reports), please attach copies.
2. If any questions do not apply, or the answer is “No”, please indicate.
3. If requesting coverage for multiple locations, answer the questions that pertain to any of the locations and attach a location schedule that lists the requested locations, along with a description and summary of operations/use for each.
4. In addition to completing this Application, please attach a copy of the following:
 - First Named Insured’s updated audited financial statements.
5. If Business Interruption Coverage is desired, please attach a copy of the business interruption/income worksheet for each location.
6. If Mold Coverage is desired, please attach a completed AXA XL Mold Supplemental Application.
7. If Legionella Coverage is desired, please attach a completed AXA XL Legionella Supplemental Application.
8. If coverage for Landfills is desired, please attach a completed AXA XL Landfill Pollution Supplemental Application.

SECTION I – GENERAL INFORMATION

Expiring AXA XL Policy Number: PEC0044690

1. FIRST NAME INSURED: TexAmericas Center
Street Address: 107 Chapel Lane
City/State/Zip Code: New Boston, TX 75570
Contact Name: Scott Norton Contact Title: Executive Director/CEO
Telephone: 903.223.9841 Fax: 903.223.8742
E-mail: Scott.norton@texamericascenter.com Website: www.texamericascenter.com
Federal Employer Identification Number: 75-2804233
USEPA Identification Number (if applicable): _____
Tax Exempt: Yes No If yes, provide evidence of tax exempt status.

2. Estimated Revenue for Next Year: \$5,000,000

SECTION II – UPDATED LOCATION INFORMATION

Please answer the following questions as it relates to: (1) the expiring policy period; and (2) the upcoming policy period:

- 1. Any changes in the use, management or ownership of any Covered Location?** Yes No
If yes, please explain:

- 2. Any changes in the use, management or ownership of business operations at any Covered Location?** Yes No
If yes, please explain:

- 3. Completion of any environmental reports, studies, audits or investigations for any Covered Location:** Yes No
If yes, please explain and attach copies:

- 4. Addition of any new location(s), via acquisition or lease?** Yes No
If yes, please explain:

- 5. Deletion of any Covered Location?** Yes No
If yes, please explain:

SECTION III – RECORD AND COMPLIANCE

Please answer the following questions as it relates to: (1) the expiring policy period; and (2) for the upcoming policy period:

- 1. Are you aware of any known contamination, circumstances, incidents or events for any Covered Location, not already reported to the Company?** Yes No
If yes, please explain:

- 2. Any Notices of Violations (NOVs), fines, penalties, complaints or any other enforcement actions regarding compliance with any environmental laws at any Covered Location?** Yes No
If yes, please explain:

APPLICANT FRAUD WARNINGS

NOTICE TO ALABAMA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

NOTICE TO ARKANSAS APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE TO KANSAS APPLICANTS: A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

WARNING: All Workers Compensation Insurance:

Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of:

1. obtaining any benefit or payment,
2. increasing any claim for benefit or payment, or
3. obtaining workers' compensation coverage under this act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Automobile Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.

NOTICE TO PUERTO RICO APPLICANTS: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

NOTICE TO RHODE ISLAND APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO TENNESSEE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO UTAH APPLICANTS: Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.

NOTICE TO VIRGINIA APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO WEST VIRGINIA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO ALL OTHER STATES: Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

NOTICE TO NEW YORK APPLICANTS: General: All applications for commercial insurance, other than automobile insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.


All applications for automobile insurance and all claim forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.

Fire: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.

After reasonable inquiry, I warrant that the information and statements contained in this application for insurance are true and correct, and that no material facts have been withheld or misstated. I understand that this application, and all other materials and information submitted to the Company in connection with this application for insurance, are incorporated and made a part hereof. I also understand that the Company will rely upon the application, materials and information submitted in the underwriting process in the formation of any subsequent contract of insurance entered into.

I understand that the completion of this application does not bind coverage. Acceptance of a quotation from the Company is required prior to binding coverage with the Company.

Insured's Signature:  Title: Executive Director/CEO
Print Insured's Name: Scott Norton Date: 6/24/20
Agent/Broker Name: _____



RESOLUTION NO. 20200922-28

A RESOLUTION AUTHORIZING A MODIFICATION TO THE COOPERATIVE AGREEMENT FOR ENVIRONMENTAL SERVICES BETWEEN TEXAMERICAS CENTER AND THE UNITED STATES OF AMERICA FOR ADDITIONAL ENVIRONMENTAL SERVICES UPON PROPERTY OWNED BY OR TO BE OWNED BY TEXAMERICAS CENTER

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, on or about August 14, 2014, the United States of Americas acting by and through the Department of the Army and TexAmericas Center entered into an Environmental Services Cooperative Agreement (ESCA) for a period of five (5) years (August 7, 2014 through August 6, 2019) providing for the characterization and remediation of certain environmental conditions upon property owned by TexAmericas Center and/or property to be owned by TexAmericas Center; and

WHEREAS, multiple modifications of this agreement have been executed and the period of performance has been extended through February 6, 2022; and

WHEREAS, the ongoing services being performed pursuant to the ESCA have revealed that there is a need for additional long term operations and monitoring, characterization and remediation work of areas of the property including but not limited to the property known as the High Explosive Burning Ground; and

WHEREAS, the staff of TexAmericas Center and the Department of the Army have negotiated the terms of a modification to the ESCA to increase the work to be performed, and to increase the funding to TexAmericas Center in an amount not to exceed **\$846,263.36**; and

WHEREAS, it is in the best interest of TexAmericas Center to enter into said modification of the Cooperative Agreement in order to make progress towards completing the environmental remediation required so that the property may be used for job creation and economic development;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that TexAmericas Center shall enter into the modification of the ESCA in substantially the form attached hereto as **Exhibit "A"** for purposes of progressing the environmental characterization

and remediation of property owned or to be owned by TexAmericas Center to enhance the ability to create jobs and promote economic development thereon; and

BE IT FURTHER RESOLVED, that William Scott Norton, Executive Director/CEO of TexAmericas Center shall be and he is hereby authorized to execute the Modification Agreement to the ESCA and any and all other documents necessary to complete the process of the modification.

PASSED and APPROVED this 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Cooperative Agreement Modification to ESCA

COOPERATIVE AGREEMENT MODIFICATION

MODIFICATION NO: P00007
EFFECTIVE DATE:

AGREEMENT NO: W912DY-14-2-0401
PR No.

This is a **bilateral** modification (supplemental agreement) reflecting other agreements of the parties, modifying the terms and conditions of the Cooperative Agreement. The Recipient **is required** to execute and return one copy of this modification to the Grants Officer.

DESCRIPTION OF MODIFICATION

---See Continuation pages---

ACCOUNTING AND APPROPRIATION DATA:

\$846,263.36

EXECUTION OF MODIFICATION

FOR THE RECIPIENT:

TexAmericas Center
107 Chapel Lane
New Boston, TX 75570

FOR THE UNITED STATES OF AMERICA:

U.S. Army Corps of Engineers, Huntsville Center
ATTN: CEHNC-CTB/Eric Horcick
475 Quality Circle
Huntsville, AL 35816

(SIGNATURE)

SCOTT NORTON

(NAME)

EXECUTIVE DIRECTOR / CEO

(TITLE)

(DATE)

(SIGNATURE)

ERIC S. HORCICK

(NAME)

GRANTS OFFICER

(TITLE)

(DATE)

MODIFICATION NO. P00007

- A. The purpose of this Environmental Services Cooperative Agreement ("ESCA") Modification is to incorporate the following mutually agreed changes and clarifications that increase the value of the ESCA in support of changes to the makeup of off-site waste disposal (i.e. more hazardous waste being generated than originally assumed), associated with the excavation and processing of soils at trench areas 1, 2, 3, 7, 8, 18, and 30 in the High Explosive Burning Ground (HEBG), additional long term management (monitoring and maintenance) at the HEBG, Old Demolition Area (ODA), G-Ponds, and Western Industrial Sanitary Landfill (WISL) and the removal of certain items from the original ESCA no longer be required due to different site conditions.
- 1) **Section B, Paragraph 5.1** – amend the Cooperative Agreement by adding funding in the amount of \$846,263.36, increasing the maximum funding obligation from \$14,511,926.36 to \$15,358,189.72
 - 2) **Section B, Paragraph 5.2** – amend the Cooperative Agreement by adding funding in the amount of \$846,263.36, identifying what is currently available for disbursement from \$14,511,926.36 to \$15,358,189.72
 - 3) **Section B, Paragraph 5.2.1 – Table 1** – amend the Cooperative Agreement by adding funding in each of the CLINs listed below, increasing the maximum funding obligation from \$14,511,926.36 to \$15,358,189.72
 - i) Increase CLIN 001 - Environmental Services - HEBG - Phase 1, to cover the cost of supplemental work plans at the HEBG location. As a result of this change, CLIN 001 is increased from \$3,722,174.98 to \$3,747,174.98, an increase of \$25,000.00.
 - ii) Decrease CLIN 002 - Environmental Services - HEBG - Phase 2, to cover the removal of off-site disposal of waste from trench clearing activities and other tasks associated with the original ESCA tasks not performed (i.e. some soil excavation and sampling, waste disposal and the placement of topsoil) due to changed conditions. As a result of this change, CLIN 002 is decreased from \$6,399,768.37 to \$5,373,531.35, a decrease of \$1,026,237.02
 - iii) Sub CLIN 002A – There is no change to the amount of funding in the Variable Price for trench work. The amount of funding available in this Sub-CLIN remains at \$205,253.00.
 - iv) Insert Sub CLIN 002B – Variable Price for Off-Site Waste Disposal. Funding in the amount of \$2,056,275.33, to cover the disposal of soils off-site that are not determined suitable to be used for backfill at the site. As a result of this change, CLIN 002B is increased from \$0 to \$2,056,275.33.
 - v) Decrease CLIN 003 - Environmental Services – Remove requirement for LTM/LTO at Area A Landfill (5 years total reduction) and add 1 year LTM/LTO at WISL, G-Ponds, Old Demolition Area (ODA) and HEBG. As a result of this change, CLIN 003 is decreased from \$3,282,311.41 to \$3,073,566.46; a decrease of \$208,774.95.
 - vi) CLIN 004 – Program Management (FFP). CLIN amount remains unchanged at \$523,560.41.
 - vii) CLIN 005 - Program Management - HEBG Phase 2 only. CLIN amount remains unchanged at \$295,380.44.
 - viii) CLIN 006 – TCEQ Oversight. CLIN amount remains unchanged at \$83,477.75.

TABLE 1 - TexAmerica's Center ESCA CLINS				
CLIN	DESCRIPTION	PERIOD OF PERFORMANCE	MAXIMUM OBLIGATION	AMOUNT FUNDED*
001	Environmental Services - HEBG - Phase I (FFP)	2014 – 2022	\$3,747,174.98	\$3,747,174.98
002	Environmental Services - HEBG - Phase 2 Soil Excavation	2014 – 2022	\$5,373,531.35	\$5,373,531.35
002A	Environmental Services - HEBG - Phase 2 Excavation and Offsite Disposal Fixed Unit Rate Variable Cost	2014 – 2022	\$205,252.75	\$205,252.75
002B	Environmental Services – HEBG – Phase 2 Offsite Disposal at Actual Cost plus fee – Variable Cost	2014 – 2022	\$2,056,275.33	\$2,056,275.33
003	Environmental Services - WISL, LTM/LTO (including HEBG), Asbestos Management. PMP (FFP)	2014 - 2022	\$3,073,536.46	\$3,073,536.46
004	Program Management (FFP)	2014 - 2022	\$523,560.41	\$523,560.41
005	Program Management - HEBG Phase 2 only	2014 - 2022	\$295,380.44	\$295,380.44
006	TCEQ Oversight**	2014 - 2022	\$83,477.75	\$83,477.75
		TOTAL OBLIGATION	\$15,358,189.72	\$15,358,189.72

*Amount Funded refers to the total dollars obligated for the execution of this agreement per CLIN.

Section E– Add the following language as Attachment E.1.1 Amendment No 3 Technical Specifications and Requirements Statement:

ATTACHMENT E.1.1

AMENDMENT NO. 3 TO THE TECHNICAL SPECIFICATIONS AND REQUIREMENTS STATEMENT

1.0 INTRODUCTION

In accordance with the terms of the Environmental Services Cooperative Agreement (ESCA), dated 14 August 2014, this Technical Specifications and Requirement Statement (TSRS) Amendment No. 7 provides the U.S. Department of the Army’s (Army) general specifications to TexAmericas Center (Recipient) for (1) the reduction of work associated with the original ESCA for work that will not be accomplished by TexAmericas Center (TAC) due to changed conditions at the site; (2) adjustments to the work added in Amendment 2 for changes in waste type and quantity and (3) extending the monitoring and maintenance at the HEBG, G-Ponds, WISL and ODA. The reductions in work are summarized in Appendix A Tables 1 & 3 – Reductions in ESCA Work Items. Table 3 is based on the technical assumptions used to develop the initial cost proposal by TAC and for which the original cost basis of the ESCA was established. Table 4 – Adjustments to Technical Assumptions from ESCA Modification 4 summarizes the changes to the technical assumptions of work added under Modification 4 to the ESCA and which were used as the cost basis for ESCA Modification 4.

MODIFICATION NO. P00007

The Remedial Activities Table (Appendix A Table 1) lists those environmental sites of the ACES requiring remediation and/or investigation by the Recipient and generally describes the activities that will be accomplished for each of the sites. The Recipient is responsible for the parcels as described in the ESCA and in the Remedial Activities Table. As stated in the 2014 TSRS, activities described in the Remedial Activities Table may be modified by the Recipient with the approval of the Army, as long as said modifications do not impact the Recipient's ability to achieve Site Closeout or a No Explosives Hazard certification, as applicable, and provided that the total dollar amount funded in the ESCA is not increased as a result, unless prior approval is granted from Army. This modification constitutes prior approval from Army and Table 1 of the 2014 TSRS has been modified (Table 1-Modified) and is attached to this document.

The Environmental Services may be performed in coordination with redevelopment activities where the opportunity exists to promote cost savings, job creation, and viable redevelopment of Recipient property. However, such coordination shall not cause a delay in the schedule for performing the Environmental Services.

If inconsistencies are found between this TSRS modification and the ESCA, the ESCA shall control. A list of environmental documents prepared previously that are applicable and relevant to the ACES is attached as Appendix C of this TSRS.

2.0 TECHNICAL Services Required

The following is a summary of the changes (additions and removals) to the environmental services to be performed in addition to all explosives safety /decontamination and environmental services included in the ESCA dated 14 August 2014, Modification No. 1 dated 6 November 2014, Modification No. 2 dated 10 June 2015, Modification No. 3 dated 20 January 2016, Modification No. 4 dated 26 September 2018, Modification No. 5 dated 26 March 2019 and Modification No. 6 dated 29 July 2020. All terms and conditions of the ESCA remain unchanged, except as specified in Sections 2.1.2.1, 2.1.3.2, and 2.1.3.4 of the 2014 TSRS.

2.1.2.1 Long Term Operations and Monitoring

The Grantee will perform long term operations and monitoring at the G-Ponds, WISL, HEBG and ODA for an additional one year period commencing from the effective date of this modification. The requirements for LTO/LTM are provided in Table 1 below. In addition to the normal LTM/LTO activities the Grantee shall perform the following additional items:

- a) G-Ponds: Add an additional strand of barbed wire at the bottom of the current fencing to further mitigate potential feral hog entrance to the site.
- b) ODA: There are currently certain low areas at the cap that require significant filling operations. The grantee shall place approximately 4000 cubic yards of topsoil to fill low spots and grade for proper drainage.

2.1.3.2 Reductions in ESCA Environmental Services

Due to the significantly changed conditions identified during the geophysical investigations and subsequent trench excavation and sampling, the closure of the HEBG cannot be completed as originally contemplated. The original technical assumptions for work required to complete the closure are reduced. Items are specifically identified in Tables 1 and 3 below and generally include the following:

- a) Excavation and disposal of 500 cubic yards of soil under burn pans and associated soil sampling is no longer required;
- b) Remove placement of 51 acres of topsoil and maintenance of the topsoil for 3 years, this is no longer required;
- c) Removal of soil sampling associated with burn pan removals, this is no longer required;
- d) Removal of septic tank, this is no longer required;
- e) Remove one-time MEC monitoring, this is no longer required;
- f) Remove five years of LTM/LTO at Area A Landfill, this is no longer required;

2.1.3.4 Adjustments to Modification 2 Work for Clearance at Trenches

During the initial trench excavation, clearance, sifting and soil sampling, it was determined that the assumptions for amounts of soil requiring off-site disposal and the nature of that waste (i.e. hazardous, Texas Type I and II) did not match actual field results. As a result, the Army is removing the waste disposal component of the fixed price for the CLIN 2 that was included in ESCA modification 4 and is now including payment for off-site waste disposal as a unit price. The updated estimated quantities by type of waste is provided in Table 1 below and included in Table 4.

MODIFICATION NO. P00007

CLIN 2B is being added with this modification to provide funding for the off-site disposal of soil that cannot be used as backfill at that site. Waste shall be disposed at appropriate facilities. Payment for such disposal will be based on the actual invoiced amount plus 10% fees. Table 4 includes estimated quantities for the anticipated types of soil requiring disposal off-site.

In order to be more efficient in determining waste types and to most cost effectively address waste disposal, the remaining waste material will be tested for disposal parameters at a rate of one sample per 100 cubic yards. This will add 76 total samples to the originally anticipated sampling requirements for waste disposal.

- B.** Appendix A is the Revised Attachment 1 Table 1 to Attachment E.1.1 Amendment No 2 Technical Specifications and Requirements Statement.

- C.** Attached are Table 3 (technical assumptions used to develop the initial cost proposal by TAC and for which the original cost basis of the ESCA was established.) and Table 4 (Adjustments to Technical Assumptions from ESCA Modification 4 summarizes changes to the technical assumptions of work added under Modification 4 to the ESCA and which were used as the cost basis for ESCA Modification 4).

- D.** All remaining terms and conditions remain unchanged.

Appendix A

Remedial Activities - Table 1 (Revised – ESCA Modification 7)

<i>Site</i>	Description	Nature and Extent of Contamination	Proposed Action
G Ponds	Permitted Facility	Permitted unit, boundaries of site defined	<p>LTO/LTM – Semi-annual groundwater monitoring of five wells, fence maintenance, and landfill cap maintenance. Quarterly surface water sampling will be conducted in FY14 only for three locations. Modification 4 of the ESCA included the following:</p> <ul style="list-style-type: none">• An additional 5 mowing events per year at the G-Ponds (for a total of 7 mowing events per year for the final two years of the ESCA).• Four surface monitoring events per year for the final two years of the ESCA. <p>Modification 7 of the ESCA includes the following:</p> <p>One additional year of LTO/LTM to include semi-annual groundwater monitoring of five wells, fence maintenance, landfill cap maintenance and monitoring well repair/maintenance. LTO shall also include 7 mowing events at the G-Ponds. LTO shall include the provision of an additional strand of barbed wire at the bottom of the existing fence.</p>

Site-wide	ACM Removal	ACM has been identified in the October 2013 report by BAER EEC.	<p>Removal of ACM classified as friable and identified for removal from buildings in the BAER report. Manage in place friable ACM as designated in the BAER report. Removal of ACM from the ground in select areas. (See ACES Table for list of specific buildings). Modification of ESCA to include removal of friable ACM from 85 additional windows and 525 linear feet of piping in the following buildings:</p> <ul style="list-style-type: none">• Building F-02 (21 windows and 170 LF of piping)• Building G-01 (2 windows)• Building G-02 (32 windows and 355 LF of piping)• Building U-1-1 (18 windows)• Building U-1-3 (12 windows) <p>Modification 7 no changes</p>
Army Retained Parcels			
HEBG	Army Retained Property former Burning Ground, burial pits for MEC debris anticipated.	Not defined, further characterization MEC and HTRW characterization is required	PHASE 1: Modification of the Closure Plan and preparation of the Characterization Plan. Excavation and sifting of surface debris for 2.3 acres. Surface clearance, geophysical mapping of 80 acres, and preparation of a geophysical report. Excavation of eight trenches (100 feet long each) at the four burning pits (two trenches per pit) and another five trenches at the southern pits (total of 180 feet in length). Soil sampling of all trenches. Preparation of an APAR. Semi-annual monitoring of eight

			<p>groundwater wells and three surface locations for five years. Re-survey 49 monitoring wells.</p> <p>PHASE 2: MEC removal (51 acres of four foot clearance in the burning ground area; and one foot clearance at another three acres in the Western Tree Line). MEC transects will be conducted on an additional 1.1 acres and one foot depth. Another 1.4 acres of step-out grids will be cleared in conjunction with the transects. Decontamination and disposal of 18 burn pans. Soil sampling at the burn pads. Excavation and offsite disposal of 500 cubic yards of soil and confirmation sampling. Gas tank piping removal and in-place closure of septic tank. Six inches of topsoil placement to cover 51 acres and topsoil maintenance for three years.</p> <p>ESCA modification 4 included the following:</p> <p>Mowing at wells for an additional 5 times per year (for a total of 7 times per year) for the final 2 years of the ESCA.</p> <p>Add excavation and processing of soils at trench areas 1, 2, 3, 7, 8, 18, and 30 as shown on the figure included in Appendix D. All MEC, MD, MPPEH and non-MEC debris will be removed and properly processed to meet Remedy Standard A. See Appendix D for anticipated process for implementing soils excavation and processing. Dispose MDAS and other non-munitions debris off-site. Samples soils remaining after processing in order to determine final disposition of soils. The following types of soils and non-munitions debris are anticipated: Hazardous Soils, Type 1 Non-Hazardous Soils (includes non-munition debris) and Type 2 Non-Hazardous Soils (includes non-munition debris). Upon completion of the</p>
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			<p>initial excavation, post excavation soil samples will be collected to verify the underlying soils meet PCLs. Additional soils as needed to meet Remedy Standard A will be excavated and disposed off-site under a “variable price” CLIN.</p> <p>ESCA Modification 7 includes the following:</p> <p>One additional year of LTO/LTM to include semi-annual groundwater monitoring of 8 wells and semi-annual surface water sampling at 3 locations, landfill cap maintenance and monitoring well maintenance/repair. LTO shall include 7 mowing events at the HEDG and maintenance along the interior side of the fence.</p> <p>The work added under ESCA modification 4 to excavate, sort, sift and dispose of soils as needed is adjusted as follows. The modification originally included the off-site disposal of soils under a fixed price for the entire modification, however the actual disposal amounts of the various waste types are significantly different than that anticipated in the technical assumptions used for costing the work. Therefore costs for waste disposal included in ESCA Mod 4 for waste disposal shall be removed from the fixed price portion of the task and be replaced with actual unit price cost for disposal. Disposal costs will be reimbursed at the actual unit rate per ton based on actual tons from the disposal facility. The disposal of the existing on-site stockpiles requires the separate use of a loader which shall also be billed at the actual rate plus</p>
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			<p>operator labor. The following are waste quantities that should be included at the actual unit price for disposal.</p> <p>Waste Already Shipped</p> <p>974 Tons Hazardous Waste</p> <p>1289 Tons Waste requiring disposal outside the state of Texas due to exceedance of Texas Type I waste criteria.</p> <p>Waste Yet to be shipped</p> <p>3210 Tons Hazardous Waste</p> <p>1167 Tons Waste requiring disposal outside the state of Texas due to exceedance of Texas Type I</p> <p>2297 Tons of Texas Type I Waste</p> <p>The ESCA Mod 4 included sampling of waste piles for disposal at a rate of one five point composite per 250 cubic yards. For the remaining soils yet to be excavated and sifted, the rate of analysis shall be one five point composite per 100 cubic yards for an addition of 76 soil samples for disposal parameters.</p> <p>The overall effort to complete CLIN 1 and CLIN 2 work for the closure of the HEBG has significantly changed due to the conditions identified during the Phase 1 investigation of the HEBG. Table 3 identifies the technical assumptions used for the original ESCA and provides changes to those assumptions for removing work no longer necessary to be completed. A summary of these items is as follows:</p>
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			<ul style="list-style-type: none">• Reduction in step out grids accomplished;• Excavation and disposal of 500 cy of soil under burn pans and associated soil sampling; and• Remove placement of 51 acres of topsoil and maintenance of the topsoil for 3 years.• Reduction in soil sampling associated with burn pan removals;• Removal of septic tank;• Remove one-time MEC monitoring;• Remove five years of LTM/LTO at Area A Landfill;
Old Demolition Area	NPL site.		<p>LTO/LTM – Annual monitoring of nine wells and two surface water locations for five years. Annual landfill cap and fence maintenance for five years as required by the ROD. One Five Year Review. Modification 4 to the ESCA included the following:</p> <ul style="list-style-type: none">• An additional 5 mowing events per year at the ODA (for a total of 7 mowing events per year for the final 2 years of the ESCA). <p>Modification 7 to the ESCA includes the following:</p> <p>One additional year of LTO/LTM including annual monitoring of nine wells and two surface water locations, landfill cap and fence maintenance and monitoring well repair/maintenance. LTO shall include 7 mowing events. In addition, a major cap repair of filling low spots with</p>

			topsoil and reseeded shall be performed (total amount of fill required is estimated at 4000 cubic yards).
Landfill A	Perform cap maintenance and LTM	Limits of landfill defined	<p>LTO/LTM - Semi-annual monitoring and sampling of six wells for VOCs, total and dissolved metals, sulfate and chloride, ammonia and total alkalinity, hardness, total dissolved solids, and nitrate. Alternating semi-annual sampling for metals only for the first two years (four additional sampling events). Landfill cap inspection, maintenance and mowing, methane monitoring, and onsite leachate management (including monitoring and onsite disposal, but does not include on or off-site treatment or off-site disposal) for five years, as specified in the April 2008, GWSAP. An additional Background Evaluation Report for the new wells will be prepared after the first two years.</p> <p>ESCA Modification 7: The entire work at the Area A landfill will not be required due to the extended time period for closure of Area A Landfill. This effort is being removed from the ESCA.</p>
Western Inactive Landfill	Capped Solid Waste Management Unit	Limits of landfill defined	<p>LTO/LTM - Excavation and disposal of 1,000 cubic yards of non-hazardous debris. Semi-annual monitoring of 11 groundwater wells for five years. Cap inspection, maintenance and mowing.</p> <p>ESCA Modification 7: One additional year of LTO/LTM including semiannual monitoring of 11 groundwater wells, landfill cap maintenance, mowing around roads and monitoring wells to maintain access, and monitoring well repair/maintenance.</p>

<i>Site</i>	Description	Nature and Extent of Contamination	Proposed Action
G Ponds	Permitted Facility	Permitted unit, boundaries of site defined	<p>LTO/LTM – Semi-annual groundwater monitoring of five wells, fence maintenance, and landfill cap maintenance. Quarterly surface water sampling will be conducted in FY14 only for three locations. Modification 4 of the ESCA included the following:</p> <ul style="list-style-type: none"> • An additional 5 mowing events per year at the G-Ponds (for a total of 7 mowing events per year for the final two years of the ESCA). • Four surface monitoring events per year for the final two years of the ESCA. <p>Modification 7 of the ESCA includes the following:</p> <p>One additional year of LTO/LTM to include semi-annual groundwater monitoring of five wells, fence maintenance, landfill cap maintenance and monitoring well repair/maintenance. LTO shall also include 7 mowing events at the G-Ponds. LTO shall include the provision of an additional strand of barbed wire at the bottom of the existing fence.</p>
Site-wide	ACM Removal	ACM has been identified in the October 2013 report by BAER EEC.	Removal of ACM classified as friable and identified for removal from buildings in the BAER report. Manage in place friable ACM as designated in the BAER report. Removal of ACM from the ground in select areas. (See ACES Table for list of specific buildings). Modification of ESCA to include removal of friable ACM from 85

			<p>additional windows and 525 linear feet of piping in the following buildings:</p> <ul style="list-style-type: none">• Building F-02 (21 windows and 170 LF of piping)<ul style="list-style-type: none">• Building G-01 (2 windows)• Building G-02 (32 windows and 355 LF of piping)<ul style="list-style-type: none">• Building U-1-1 (18 windows)• Building U-1-3 (12 windows) <p>Modification 7 no changes</p>
Army Retained Parcels			
HEBG	Army Retained Property former Burning Ground, burial pits for MEC debris anticipated.	Not defined, further characterization MEC and HTRW characterization is required	<p>PHASE 1: Modification of the Closure Plan and preparation of the Characterization Plan. Excavation and sifting of surface debris for 2.3 acres. Surface clearance, geophysical mapping of 80 acres, and preparation of a geophysical report. Excavation of eight trenches (100 feet long each) at the four burning pits (two trenches per pit) and another five trenches at the southern pits (total of 180 feet in length). Soil sampling of all trenches. Preparation of an APAR. Semi-annual monitoring of eight groundwater wells and three surface locations for five years. Re-survey 49 monitoring wells.</p> <p>PHASE 2: MEC removal (51 acres of four foot clearance in the burning ground area; and one foot clearance at another three acres in the Western Tree Line). MEC transects will be conducted on an additional 1.1 acres and</p>

			<p>one foot depth. Another 1.4 acres of step-out grids will be cleared in conjunction with the transects. Decontamination and disposal of 18 burn pans. Soil sampling at the burn pads. Excavation and offsite disposal of 500 cubic yards of soil and confirmation sampling. Gas tank piping removal and in-place closure of septic tank. Six inches of topsoil placement to cover 51 acres and topsoil maintenance for three years.</p> <p>ESCA modification 4 included the following:</p> <p>Mowing at wells for an additional 5 times per year (for a total of 7 times per year) for the final 2 years of the ESCA.</p> <p>Add excavation and processing of soils at trench areas 1, 2, 3, 7, 8, 18, and 30 as shown on the figure included in Appendix D. All MEC, MD, MPPEH and non-MEC debris will be removed and property processed to meet Remedy Standard A. See Appendix D for anticipated process for implementing soils excavation and processing. Dispose MDAS and other non-munitions debris off-site. Samples soils remaining after processing in order to determine final disposition of soils. The following types of soils and non-munitions debris are anticipated: Hazardous Soils, Type 1 Non-Hazardous Soils (includes non-munition debris) and Type 2 Non-Hazardous Soils (includes non-munition debris). Upon completion of the initial excavation, post excavation soil samples will be collected to verify the underlying soils meet PCLs. Additional soils as needed to meet Remedy Standard A will be excavated and disposed off-site under a “variable price” CLIN.</p>
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			<p>ESCA Modification 7 includes the following:</p> <p>One additional year of LTO/LTM to include semi-annual groundwater monitoring of 8 wells and semi-annual surface water sampling at 3 locations, landfill cap maintenance and monitoring well maintenance/repair. LTO shall include 7 mowing events at the HEDG and maintenance along the interior side of the fence.</p> <p>The work added under ESCA modification 4 to excavate, sort, sift and dispose of soils as needed is adjusted as follows. The modification originally included the off-site disposal of soils under a fixed price for the entire modification, however the actual disposal amounts of the various waste types are significantly different than that anticipated in the technical assumptions used for costing the work. Therefore costs for waste disposal included in ESCA Mod 4 shall be removed from the fixed price portion of the task and be replaced with actual cost for disposal (CLIN 002B). Disposal costs will be reimbursed at the actual invoiced cost from the disposal facility. The disposal of the existing on-site stockpiles requires the separate use of a loader which shall also be billed at the actual rate plus operator labor. The following are waste quantities that should be included at the actual unit price for disposal.</p> <p>Waste Already Shipped</p> <p>974 Tons Hazardous Waste</p>
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			<p>1289 Tons Waste requiring disposal outside the state of Texas due to exceedance of Texas Type I waste criteria.</p> <p>Waste Yet to be shipped</p> <p>3210 Tons Hazardous Waste</p> <p>1167 Tons Waste requiring disposal outside the state of Texas due to exceedance of Texas Type I</p> <p>2297 Tons of Texas Type I Waste</p> <p>The ESCA Mod 4 included sampling of waste piles for disposal at a rate of one five point composite per 250 cubic yards. For the remaining soils yet to be excavated and sifted, the rate of analysis shall be one five point composite per 100 cubic yards for an addition of 76 soil samples for disposal parameters.</p> <p>The overall effort to complete CLIN 1 and CLIN 2 work for the closure of the HEBG has significantly changed due to the conditions identified during the Phase 1 investigation of the HEBG. Table 3 identifies the technical assumptions used for the original ESCA and provides changes to those assumptions for removing work no longer necessary to be completed. A summary of these items is as follows:</p> <ul style="list-style-type: none">• Excavation and disposal of 500 cy of soil under burn pans and associated soil sampling; and• Remove placement of 51 acres of topsoil and maintenance of the topsoil for 3 years.
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			<ul style="list-style-type: none"> • Reduction in soil sampling associated with burn pan removals; <ul style="list-style-type: none"> • Removal of septic tank; • Remove one-time MEC monitoring; • Remove five years of LTM/LTO at Area A Landfill;
Old Demolition Area	NPL site.		<p>LTO/LTM – Annual monitoring of nine wells and two surface water locations for five years. Annual landfill cap and fence maintenance for five years as required by the ROD. One Five Year Review. Modification 4 to the ESCA included the following:</p> <ul style="list-style-type: none"> • An additional 5 mowing events per year at the ODA (for a total of 7 mowing events per year for the final 2 years of the ESCA). <p>Modification 7 to the ESCA includes the following:</p> <p>One additional year of LTO/LTM including annual monitoring of nine wells and two surface water locations, landfill cap and fence maintenance and monitoring well repair/maintenance. LTO shall include 7 mowing events. In addition, a major cap repair of filling low spots with topsoil and reseeded shall be performed (total amount of fill required is estimated at 4000 cubic yards).</p>
Landfill A	Perform cap maintenance and LTM	Limits of landfill defined	LTO/LTM - Semi-annual monitoring and sampling of six wells for VOCs, total and dissolved metals, sulfate and chloride, ammonia and total alkalinity, hardness, total dissolved solids, and nitrate. Alternating semi-annual sampling for metals only for the first two years (four

			<p>additional sampling events). Landfill cap inspection, maintenance and mowing, methane monitoring, and onsite leachate management (including monitoring and onsite disposal, but does not include on or off-site treatment or off-site disposal) for five years, as specified in the April 2008, GWSAP. An additional Background Evaluation Report for the new wells will be prepared after the first two years.</p> <p>ESCA Modification 7: The entire work at the Area A landfill will not be required due to the extended time period for closure of Area A Landfill. This effort is being removed from the ESCA.</p>
Western Inactive Landfill	Capped Solid Waste Management Unit	Limits of landfill defined	<p>LTO/LTM - Excavation and disposal of 1,000 cubic yards of non-hazardous debris. Semi-annual monitoring of 11 groundwater wells for five years. Cap inspection, maintenance and mowing.</p> <p>ESCA Modification 7: One additional year of LTO/LTM including semiannual monitoring of 11 groundwater wells, landfill cap maintenance, mowing around roads and monitoring wells to maintain access, and monitoring well repair/maintenance.</p>

Table 3 Adjustments to Technical Assumptions from Original ESCA

Original ESCA Technical Assumptions for Cost Proposal						Adjustment for work to be added or deleted from the original ESCA technical assumptions under ESCA Mod 7.
SITE ID	PHASE	SITE/PARAMETER	UNITS	AMOUNT	COMMENTS	
					Findings of Phase 1 will provide basis for verification or revision of the assumptions for the subsequent Phase 2 tasks.	
LSAAP-BC-34		HIGH EXPLOSIVES BURNING GROUND				
CLIN 1	RFI/CMS	MODIFY CLOSURE PLAN, PREPARE CHARACTERIZATION PLAN	LS	1	Based on professional judgment. ESS is selected in RACER MEC Removal technology (for 51 acres) and land mines are included to represent submunitions. Includes higher complexity to address CORA issues.	No change.
CLIN 1	RFI/CMS	EXCAVATE AND SIFT	ACRES	2.3	Areas of high density surface debris in the western tree line (1.4 ac) and consolidation area near buildings (0.9 ac). Assume one foot in depth, no contaminated soil. Assume armored excavator. Diposal cost of debris is covered by scrap metal value.	Item to be evaluated for future modification if approved by Army, no change being considered under Modification 7. If adjustment made it will be considered with Table 4 items.
CLIN 1	RFI/CMS	EXCAVATE AND SIFT MEC REMOVAL	ACRES	2.3	Assumes 500 anomalies per acre, 95 percent scrap. RACER MEC Removal technology and management only.	Item to be evaluated for future modification if approved by Army, no change being considered under Modification 7. If adjustment made it will be considered with Table 4 items.
CLIN 1	RFI/CMS	SURFACE CLEARANCE FOLLOWED BY DIGITAL MAPPING AND ANALOG MAG AND FLAG	ACRES	80	Assume 80 percent towed array for DGM (54 acres) and Schonstedt for analog (26 acres), low grass and few shrubs, RACER default management.	No change.
CLIN 1	RFI/CMS	GEOPHYSICAL SURVEY REPORT	LS	1	Based on professional judgment.	No change.

Table 3 Adjustments to Technical Assumptions from Original ESCA

Original ESCA Technical Assumptions for Cost Proposal						Adjustment for work to be added or deleted from the original ESCA technical assumptions under ESCA Mod 7.
SITE ID	PHASE	SITE/PARAMETER	UNITS	AMOUNT	COMMENTS	
CLIN 1	CM	TRENCHING OF BURNING PITS	ACRES	0.15	Eight trenches, two per pit for the four burning pits. Each trench is 100 feet long, two feet wide, and eight feet deep (from original ground surface). Also assume 180 feet of trenching at the four south pits and the detonator burn pit (two feet wide, four feet deep. One trench is 100 feet long, the others are 20 feet long). 500 anomaly density and 90% debris. Cost is based on RACER MEC Removal Action technology, MEC Removal cost assembly, for one acre, six feet (average) deep (detonation cord is doubled, explosives increased by 10 percent). The cost is reduced to reflect 0.15 acres (actual square feet are 1,960 or .04 acres but a higher percentage is used to address lost economies of scale). RACER default management is included. Includes trench box rental for nine days, based on RACER unit rate.	Increase total length of trenches required to 2,640 linear feet (0.3 acres). Item to be evaluated for future modification if approved by Army, no change being considered under Modification 7.
CLIN 1	CM	SOIL SAMPLES FROM TRENCHES	EACH	131	Nine samples for nine large (100 ft) trenches and seven samples for four small (20 ft) trenches. 20 percent QA included. Metals and explosives.	Additional step out samples required to support APAR for surface water and sediment sampling. Item to be evaluated for future modification if approved by Army, no change being considered under Modification 7.
CLIN 1	RFI/CMS	APAR	LS	1	Cost based on past actual costs at LSAAP (mid range).	Increase level of effort required to incorporate information from excavation, sort and sift covered in ESCA Mod 4 CLIN2.
CLIN 2	CM	MEC TRANSECTS IN REMAINDER OF PERIMETER - ONE FOOT	ACRES	1.1	Assume 50 anomalies per acre. UXO Supervisor and Safety Supervisor only for MGMT. Assumes 58 transects five feet wide and 150 feet long. Includes 10 percent additional area where MEC is found. Heavy shrubs with trees. Based on unit cost in RACER for three acres.	No change.

Table 3 Adjustments to Technical Assumptions from Original ESCA

Original ESCA Technical Assumptions for Cost Proposal						Adjustment for work to be added or deleted from the original ESCA technical assumptions under ESCA Mod 7.
SITE ID	PHASE	SITE/PARAMETER	UNITS	AMOUNT	COMMENTS	
CLIN 2	CM	MEC CLEARANCE GRIDS TO OFFSET FROM TRANSECTS	ACRES	1.4	Assume six 100 ft by 100 ft grids, 50 anomalies per acre, one foot depth. Heavy shrubs with trees. Full RACER default management. Based on unit cost for RACER for three acres.	Two step out areas were completed - reduce step out clearance by four 100 ft x 100 ft grids. Item to be evaluated for future modification if approved by Army, no change being considered under Modification 7.
CLIN 2	CM	SAFETY AND EDUCATION PROGRAM	YEARS	3	Assume 0.1 FTE with ODCs. Cost is based on RACER Staff Scientist labor rate.	No change.
CLIN 2	CM	MEC CLEARANCE - ONE FOOT - WESTERN TREE LINE	ACRES	3	Assume 500 anomalies per acre. RACER default management. Heavy shrubs and trees. Mapping and surface clearance is excluded.	No change.
CLIN 2	CM	MEC CLEARANCE - FOUR FEET	ACRES	51	Assume 300 anomalies per acre, four foot depth. RACER default management. Includes Work Plan and ESS (for all MEC clearance at this site). Mapping and surface clearance is excluded. Assumes 10 acres of heavy vegetation removal.	Reduce the overall level of effort for MEC clearance, there were only 131 anomalies per acre and 26 acres done or 3406 anomalies removed. Original estimate of anomalies was 300 anomalies per acre over 51 acres or a total of 15,300 anomalies were to be removed. 11894 anomalies not removed. Item to be evaluated for future modification if approved by Army, no change being considered under Modification 7.

Table 3 Adjustments to Technical Assumptions from Original ESCA

Original ESCA Technical Assumptions for Cost Proposal						Adjustment for work to be added or deleted from the original ESCA technical assumptions under ESCA Mod 7.
SITE ID	PHASE	SITE/PARAMETER	UNITS	AMOUNT	COMMENTS	
CLIN 2	CM	SURFACE CLEARANCE AFTER RAIN EVENTS	EACH	62	Inspections required after major rain event to verify MEC/MC is not migrating off-site. in operation from 2016-2020, 62 major rain events greater than 1.0 inch over 24 hours or continuous rain exceeding 1.0 inch over multiple days from 2016-2019. MEC items were found near in SRA-A and near trenched areas after trenching activity in fall/winter 2015. Conducted 42 sweeps (not associated with other activities) after each major rain starting in early spring 2016 and 9 demolition events.	This item is a new technical assumption for ESCA Mod 7 to account for work performed by the Grantee that was not considered in the original technical assumptions. Item to be evaluated for future modification if approved by Army, no change being considered under Modification 7.
CLIN 2	CM	SOIL SAMPLES FROM UNDERNEATH BURN PANS AND AT TNT BURNING AREA	EACH	191	Four samples per pan, 19 pans. TNT burning area is 400 feet by 200 feet, 50-foot centers, 32 locations, three samples per location at surface, 2 ft, and 4 ft). Includes 20 percent QA. Metals and explosives. Cost based on RACER.	Specific sampling under burn pans and TNT burning area not performed. Remove this work.
CLIN 2	CM	MEC AVOIDANCE FOR SOIL SAMPLING AND EXCAVATION AT BURN PANS AND TNT AREA.	DAYS	25	Assume one UXO Tech II at eight hours per day, RACER labor rate with ODCs.	Specific sampling under burn pans and TNT burning area not performed. Remove this work.
CLIN 2	CM	EXCAVATION	BCY	500	Assume two feet depth and a total of 6,750 sf.	This was for excavation at areas requiring soil removal under burn pans or areas that were above PCLs. This work is no longer required. Any excavation and off site disposal included under CLIN 2 modification. Entire activity not being completed.

Table 3 Adjustments to Technical Assumptions from Original ESCA

Original ESCA Technical Assumptions for Cost Proposal						Adjustment for work to be added or deleted from the original ESCA technical assumptions under ESCA Mod 7.
SITE ID	PHASE	SITE/PARAMETER	UNITS	AMOUNT	COMMENTS	
CLIN 2	CM	EXCAVATION - FLUFFED VOLUME	CY	625	Assumes 25 percent fluff factor for soil excavated.	This was for excavation at areas requiring soil removal under burn pans or areas that were above PCLs. This work is no longer required. Any excavation and off site disposal included under CLIN 2 modification. Entire activity not being completed.
CLIN 2	CM	NON HAZARDOUS DISPOSAL VOLUME	CY	438	70 percent of fluffed volume (assume 25 percent fluff factor). Offsite disposal, 10 miles one way, RACER default disposal fee.	This was for excavation at areas requiring soil removal under burn pans or areas that were above PCLs. Remove this work.
CLIN 2	CM	HAZARDOUS DISPOSAL VOLUME	CY	188	RACER. 30 percent of fluffed volume (assume 25 percent fluff factor). US Ecology in Robstown, TX. 583 miles one way, disposal rate quoted by Kevin Wittmer 4 Mar 13, 800-955-3265.	This was for excavation at areas requiring soil removal under burn pans or areas that were above PCLs. Remove this work.
CLIN 2	CM	EXCAVATION CONFIRMATION SAMPLES	EACH	13	For excavation. Metals and explosives. Includes 20 percent QA. Assumes 25 foot centers. Cost is based on RACER unit rate for trenching samples.	This was for excavation at areas requiring soil removal under burn pans or areas that were above PCLs. Remove this work.
CLIN 2	CM	EXCAVATION AND BURN PAN DECON WORK PLAN	LS	1	Based on professional judgment.	No change.
CLIN 2	CM	BURN PAN DECON	HOURS	121	See Table 9. Total of 18 pans, 1,681 sf. Assume 20 sf per hour for a two-field tech and 1 UXO Tech II crew with high pressure spray washer and other scraping equipment. Assume 5 sf per hour for Burn Pans 5 - 8 (caustic solution required which requires level C). Scrap metal is hauled offsite and sold for a net zero cost. Includes trailer-mounted holding tank (4,000 gal). ODCs added. An extra 25 percent is added to the total hours to account for mob/demob.	No change.

Table 3 Adjustments to Technical Assumptions from Original ESCA

Original ESCA Technical Assumptions for Cost Proposal						Adjustment for work to be added or deleted from the original ESCA technical assumptions under ESCA Mod 7.
SITE ID	PHASE	SITE/PARAMETER	UNITS	AMOUNT	COMMENTS	
CLIN 2	CM	BURN PAD 5 CONCRETE PAD DEMOLITION	CY	15	Demolish a 20 ft by 20 ft by 1 ft concrete slab under Burn Pan 5. Assume that Burn Pan 5 is removed by DZI. Cost is based on RACER unit rate for concrete demolition with backhoe.	No change.
CLIN 2	CM	BURN PAN RINSATE/RESIDUE SAMPLES	EACH	114	Assume five per pan for metals and explosives. Includes QA.	No change.
CLIN 2	CM	BURN PAN NON HAZ DISPOSAL (CONCRETE, RESIDUE, PIPING DEBRIS)	CY	45	15 cy of concrete slab, 5 cy of piping, and 25 cy of residue taken offsite. 10 miles one way - disposal fee is based on recent quote.	No change.
CLIN 2	CM	BURN PAN HAZ DISPOSAL	DRUMS	55	See Table 9. Scrapings/residues from the pans taken to US Ecology in Robstown, TX. 583 miles one way. Disposal Rate based on Quote from Kevin Wittmer 4 Mar 13, 800-955-3265. Number of drums is increased by 25 percent for additional decontamination.	No change.
CLIN 2	CM	SEPTIC TANK IN PLACE CLOSURE	GALLONS	1,100	One underground tank at 1,000 gallons and one 100 gallon tank (both concrete). Assume four feet deep. Filled with sand. Extra piping assumed. Cost based on RACER UST technology.	This work will not be done as tank to be left for future operations.
CLIN 2	CM	GAS TANK PIPING REMOVAL	FEET	500	Piping for 2-inch underground HDPE fuel line associated with propane tank for Burning Pan 5. Assume eight hours of backhoe with operator, two field techs, and a UXO Tech II for MEC avoidance. Assume 5 cy of debris combined with other non haz debris for offsite disposal. Tank will be removed by owner (Ameri-Gas in New Boston, TX).	No change.
CLIN 2	CM	TOPSOIL PLACEMENT	CY	41,140	Offsite source, includes seeding. Six inches thick for 51 acres. Use RACER marked up rate for top soil and seeding in Capping technology.	None of this topsoil will be placed under the base CLIN 2 task. Remove this work.
CLIN 2	CM	CLOSURE REPORT	LS	1	Based on professional judgment.	No change.
CLIN 3	LTM	TOPSOIL MAINTENANCE	YEARS	3	Cost based on similar Army sites. Covers 51 acres. Includes mowing, inspections, letter reports, and minor repairs.	Topsoil is not being placed over 51 acres. Only at limited areas. So this effort is not being completed. Remove this work.

Table 3 Adjustments to Technical Assumptions from Original ESCA

Original ESCA Technical Assumptions for Cost Proposal						Adjustment for work to be added or deleted from the original ESCA technical assumptions under ESCA Mod 7.
SITE ID	PHASE	SITE/PARAMETER	UNITS	AMOUNT	COMMENTS	
CLIN 3	LTM	MEC MONITORING	EACH	1	One event. Cost based on RACER MEC Monitoring technology (low complexity).	MEC monitoring not currently anticipated under ESCA after completion of CLIN2 mod work. Remove entire effort.
CLIN 3	LTM	SURFACE WATER SAMPLES	EACH	36	Semiannual for five years, for three locations. Analyzed for TAL metals, explosives, nitrate, and perchlorate. Annual cost is based on USACE IGE (Feb 2013) and subsequent contractor bid. Includes 20 percent QA. See Table 10.	See Table 4 for Mod 7 addition.
CLIN 3	LTM	GROUNDWATER SAMPLES	EACH	576	Semi-annual for eight wells for five years. Analyzed for perchlorate, TAL metals, and explosives. Annual cost is based on USACE IGE (Feb 2013) and subsequent contractor bid. Includes 20 percent QA. See Table 10.	See Table 4 for Mod 7 addition.
CLIN 3	LTM	FIVE YEAR WELL RE-SURVEY	EACH	1	Includes wells for all sites except for HEDG and XX Test Area. One event. Cost based on contractor bid. Total of 49 wells. See Table 10.	See Table 4 for Mod 7 addition.
LSAAP-002		WESTERN INDUSTRIAL SANITARY LANDFILL (WISL)				
CLIN 3	RAC	EXCAVATION OF DEBRIS AND SOIL GRADING	CY	1,000	Assume 500 cy onsite backfill. One foot depth.	See Table 4 for Mod 7 addition.
CLIN 3	RAC	NON HAZARDOUS DEBRIS DISPOSAL	CY	1,000	Assume offsite facility, 10 miles one way. Disposal fee based on recent quote. Assume one cy = one ton.	See Table 4 for Mod 7 addition.
	RAC					
CLIN 3	LTM	GROUNDWATER SAMPLES	EACH	132	Semi-annual for 11 wells for five years. Analyzed for arsenic, VOCs, CO2, ethane, ethylene, chloride, and pH. Annual cost is based on USACE IGE (Feb 2013) and subsequent contractor bid. Includes 20 percent QA. See Table 10.	See Table 4 for Mod 7 addition.
CLIN 3	LTM	VEGETATIVE SOIL COVER MAINTNENANCE	YEARS	5	Assume 40 acres, quarterly inspections and minimal erosion control.	See Table 4 for Mod 7 addition.
LSAAP-017		OLD DEMOLITION AREA				
CLIN 3	LTM	SURFACE WATER SAMPLES	EACH	12	Annual for five years, for two locations. Analyzed for explosives. Annual cost is based on USACE IGE (Feb 2013) and subsequent contractor bid. Includes 20 percent QA. See Table 10.	See Table 4 for Mod 7 addition.

Table 3 Adjustments to Technical Assumptions from Original ESCA

Original ESCA Technical Assumptions for Cost Proposal						Adjustment for work to be added or deleted from the original ESCA technical assumptions under ESCA Mod 7.
SITE ID	PHASE	SITE/PARAMETER	UNITS	AMOUNT	COMMENTS	
CLIN 3	LTM	GROUNDWATER SAMPLES	EACH	54	Annual for nine wells for five years. Analyzed for explosives. Annual cost is based on USACE IGE (Feb 2013) and subsequent contractor bid. Includes 20 percent QA. See Table 10.	See Table 4 for Mod 7 addition.
CLIN 3	LTM	CAP MAINTENANCE	YEARS	5	17.4 acre cap. Cost is based on similar Army sites. Assumes quarterly inspections and two mowings per year. Minimal erosion control is included.	See Table 4 for Mod 7 addition.
CLIN 3	LTM	FIVE YEAR REIVEWS	EACH	1	One event. Based on RACER, low complexity.	See Table 4 for Mod 7 addition.
CLIN 3	LTM	FENCE MAINTENANCE	YEARS	5	Assume unit cost per LF (3,786 total) of cable fence per year. Includes minimal inspection, repairs, reporting, and 12 replacement signs a year. Cost of signs is based on RACER.	See Table 4 for Mod 7 addition.
LSAAP-033		G PONDS				
CLIN 3	LTM	SURFACE WATER SAMPLES	EACH	14	Quarterly surface water sampling will be discontinued after FY14. The cost for the monitoring in Table 10 is adjusted to exclude the three surface water samples for four years.	See Table 4 for Mod 7 addition.
CLIN 3	LTM	GROUNDWATER SAMPLES	EACH	60	Semi-annual for five wells for five years. Analyzed for TAL metals. Annual cost is based on USACE IGE (Feb 2013) and subsequent contractor bid. Includes 20 percent QA. See Table 10.	See Table 4 for Mod 7 addition.
CLIN 3	LTM	BARBED WIRE FENCING - TWO STRAND.	LF	1,022	Cost based on January 2010 IGE (for 3-strand fence) with escalation and adjustment for two strand. Includes signs every 50 feet.	See Table 4 for Mod 7 addition.
CLIN 3	LTM	FENCE MAINTENANCE	YEARS	5	Assume unit cost per LF of fence per year. Total of 1,022 LF (calculated based on cap area). Includes minimal inspection, repairs, reporting, and six replacement signs a year. Cost of signs is based on RACER.	See Table 4 for Mod 7 addition.
CLIN 3	LTM	CAP MAINTENANCE	YEARS	5	Total cap area is 1.5 acres. Cost is based on similar Army sites. Assumes monthly inspections and two mowings per year. Minimal erosion control is included.	See Table 4 for Mod 7 addition.
LSAAP-BC-41		AREA A LANDFILL				

Table 3 Adjustments to Technical Assumptions from Original ESCA

Original ESCA Technical Assumptions for Cost Proposal						Adjustment for work to be added or deleted from the original ESCA technical assumptions under ESCA Mod 7.
SITE ID	PHASE	SITE/PARAMETER	UNITS	AMOUNT	COMMENTS	
CLIN 3	LTM	WELL ABANDONMENT	LF	470	Assume 10 wells with an average depth of 47 feet and a diameter of four inches. Does not include wells to be used for LTM. Cost based on RACER for in-place abandonment.	All work at Area A Landfill under LTM task will not be completed.
CLIN 3	LTM	CAP MAINTENANCE	YEARS	5	12 acres. Cost based on similar Army sites. Assume quarterly inspections and six mowings per year. Minimal erosion control is included.	All work at Area A Landfill under LTM task will not be completed.
CLIN 3	LTM	GROUNDWATER/METHANE SAMPLES	EACH	269	Semi-annual sampling of six wells for VOCs, total and dissolved metals, sulfate and chloride, ammonia and total alkalinity, hardness, total dissolved solids, and nitrate. Alternating semi-annual sampling for metals only for the first two years (four additional sampling events). An additional Background Evaluation Report for the new wells will be prepared after the first two years. Annual cost is based on USACE IGE (Feb 2013) and subsequent contractor bid (prorated for six wells - bid is based on 13 wells). Includes 20 percent QA. See Table 10. Six wells are based on the Area A Landfill GWSAP (April 2008). Includes seven methane samples quarterly.	All work at Area A Landfill under LTM task will not be completed.
CLIN 3	LTM	FIVE YEAR REIVEWS	EACH	1	One event. Based on RACER, low complexity.	All work at Area A Landfill under LTM task will not be completed.
SITE-WIDE						
CLIN 3		ACM - MANAGE IN PLACE	SF	13,500	Based on professional judgment. Assumes encapsulation. See Table 11.	No change.
CLIN 3		ACM REMOVAL - PIPING INSULATION	LF	12,440	Based on RACER, piping insulation between 4 and 6 inches in diameter. Includes offsite non hazardous disposal. See Table 11.	No change.
CLIN 3		ACM REMOVAL - WINDOW INSULATION	SF	113	Based on RACER, joint compound is used for the material. Includes offsite non hazardous disposal. See Table 11.	No change.

Table 3 Adjustments to Technical Assumptions from Original ESCA

Original ESCA Technical Assumptions for Cost Proposal						Adjustment for work to be added or deleted from the original ESCA technical assumptions under ESCA Mod 7.
SITE ID	PHASE	SITE/PARAMETER	UNITS	AMOUNT	COMMENTS	
CLIN 3		ACM REMOVAL - MISCELLANEOUS ITEMS ON GROUND AND IN SOIL	CY	92	Assumes 100 percent of total ACM. Total ACM Includes 66 bcy of soil (Area C - 50% of 3,250 LF and 150 LF = 1,775 LF x 2 feet wide x 0.5 ft deep = 1,775 cf/27 = 66 bcy x 1.25 expansion = 82 cy) and 10 cy of miscellaneous ACM on ground for all areas . Hence, the total volume is 92 cy. Assume offsite non hazardous facility, 10 miles one way. Disposal fee based on recent quote.	No change.
CLIN 3		ACM REMOVAL - MISCELLANEOUS ITEMS ON GROUND AND IN SOIL	HRS	64	Assume two technicians for four days with a rental bobcat for a week. Includes ODCs.	No change.
		ACM REMOVAL REPORT	LS	1	Based on professional judgment.	No change.
CLIN 1		PROJECT MANAGEMENT PLAN	LS	1	Based on professional judgment.	No change.
		OTHER COSTS			(These are suggested approaches, require discussion)	
		PROGRAM MANAGEMENT	%	4%	Assume a percentage similar to othe ARMY ESCAs	
		ENVIRONMENTAL INSURANCE	LS	0	Insurance is not included.	
		REGULATORY OVERSIGHT	LS	1	Cost is based on the state two-year estimate for DSMOA. First and second year will reflect 25 percent of the state estimate for one year. The outyears will reflect 10 percent, for three years. This will be updated with TECQ input when the ESCA is close to final.	
		LUCS ENFORCEMENT	LS	1	Eight hours per month, for five years. RACER labor rate for a Staff Scientist.	
		150 DAY PRE-AWARD COSTS	LS	1	Cost is provided by TAC.	
		TAC PHASE 2 AND 3 PARCEL SURVEYS	LS	1	Based on actual costs. No escalation, management, or contingency.	

Table 4 Adjustments to Technical Assumptions From ESCA Modification 4

Original Assumptions for ESCA Modification 4					Adjustment to Assumptions For ESCA Modification 7
CLIN	TASK	UNITS	AMOUNT	DESCRIPTION	
1	ENVIRONMENTAL SERVICES - PHASE 1				
	WORK PLANS				
	SUPPLEMENTAL WORK PLAN	LS	1	Cost is based on professional judgment. Assumes an update to the existing Work Plan.	No change.
	VOLUME OF SOIL FOR EXCAVATION AND SIFTING ORIGINALLY INCLUDED WITH CLIN 1	CY	3711	Volume of soil included in CLIN 1 for excavation and sifting	New line item included for tracking of total soil volume associated with trench and SRA-B clearance. Item to be evaluated for future modification if approved by Army, no change being considered under
2	ENVIRONMENTAL SERVICES - PHASE 2				
	SOIL EXCAVATION				
	TRENCH 1 VOLUME	BCY	981	Assume a split between Type I and Type II NON HAZ waste disposal. Total volume is reduced by 3,711 bcy to account for the 2.3 acres (one foot depth) to be addressed under CLIN 1.	Waste type allocation no longer applicable since off-site waste disposal to be covered based on actual tons disposed at actual unit costs.
	TRENCH 7 VOLUME	BCY	1,690	Assume a split between Type I and Type II NON HAZ waste disposal.	Waste type allocation no longer applicable since off-site waste disposal to be covered based on actual tons disposed at actual unit costs.
	TRENCH 8 VOLUME	BCY	2,359	Assume a split between Type I and Type II NON HAZ waste disposal.	Waste type allocation no longer applicable since off-site waste disposal to be covered based on actual tons disposed at actual unit costs.
	TRENCH 18 VOLUME	BCY	151	Assume to be hazardous waste (lead only).	Waste type allocation no longer applicable since off-site waste disposal to be covered based on actual tons disposed at actual unit costs.
	TRENCH 30 VOLUME	BCY	1,081	Optional area. Total volume is 1,081 CY. Assume a split between Type I and Type II NON HAZ waste disposal.	Waste type allocation no longer applicable since off-site waste disposal to be covered based on actual tons disposed at actual unit costs.

Table 4 Adjustments to Technical Assumptions From ESCA Modification 4

Original Assumptions for ESCA Modification 4					Adjustment to Assumptions For ESCA Modification 7
CLIN	TASK	UNITS	AMOUNT	DESCRIPTION	
	VOLUME ADJUSTMENT TO ADDRESS CLEARANCE AT SRA-B	BCY	1,054	Quantity of soil for excavation and sifting to address extra volume to clear SRA-B area.	<p>New line item added to address extra excavation and sifting required to address SRA-B clearance. Based on total volume currently estimated to be excavated to clear areas SRA-A and SRA-D (8445 CY) plus SRA-B area cleared (2581 CY) less originally estimated volume of excavate and sift of 9973 CY. Note that areas covered by original ESCA map will not be fully cleared and revised maps based on current geophysics used to establish excavation areas (see Appendix E).</p> <p>Item to be evaluated for future modification if approved by Army, no</p>
	TOTAL EXCAVATE, SIFT, SORT	BCY	7,316		Updated to include additional volume required to address SRA-B. Total will be adjusted as needed once items on CLIN1 volume and SRA-B volumes are evaluated. No cost associated with this line as it is just a summary line for volume of excavate and sift/sort.
	EXPANDED EXCAVATED VOLUME	CY	9,145	Expansion factor assumed to be 1.25.	No change.
	EXCAVATION BACKFILL - FOR NON HAZ WASTE	CY	3,819	Assumes 50 percent, offsite source. Includes delivery, grading, and compaction. Cost is based on RACER 11.4 (see Table 5). Addresses NON HAZ WASTE ONLY.	<p>No change.</p> <p>Pending analysis additional backfill may be added in a later modification.</p>
	EXCAVATION BACKFILL - FOR HAZ WASTE	CY	189.00	Assumes 100% offsite disposal.	<p>No change.</p> <p>Pending analysis additional backfill may be added in a later modification.</p>

Table 4 Adjustments to Technical Assumptions From ESCA Modification 4

Original Assumptions for ESCA Modification 4					Adjustment to Assumptions For ESCA Modification 7
CLIN	TASK	UNITS	AMOUNT	DESCRIPTION	
	EXCAVATION BACKFILL - TOTAL	CY	4,008	Includes backfill for both non haz and haz waste disposed offsite.	No change. Pending analysis additional backfill may be added in a later modification.
	CONFIRMATION SAMPLING	EACH	90	Assumes 50 foot centers over 187,238 sf (TR1, 7, 8, 18, 30 combined area). Analyzed for metals and explosives. Based on RACER 11.4. Includes 20 percent QA. See Table 5. Area assumed for confirmation samples remains unchanged because no confirmation samples were included in CLIN 1.	No change.
	DIGITAL GEOPHYSICAL MAPPING (DGM)	ACRES	4.3	Based on LRA polygon calculations for TR 1, 7, 8, 18, 30. Total acres without TR 30 = 3.8. Cost is based on RACER 11.4. See Table 3 for calculations.	Minor additional area for DGM to be added under ESCA Modification 7.
	DISPOSAL SAMPLING	EACH	60	One sample every 250 cy. Analyzed for metals and explosives. Based on RACER 11.4. Includes 20 percent QA. See Table 3. Based on original volume (12,466 cy) of expanded waste, per the original IGE.	Add 76 additional samples to increase sampling frequency to one sample per 100 CY.
	HAZARDOUS WASTE OFFSITE T&D	CY	189	Expansion factor assumed to be 1.25. Cost is based on quote for T&D at Clean Harbors. Assume 1 cy =1.5 tons. See Table 3.	Cost for off-site disposal are to be removed from fixed price portion of ESCA Mod 4. Off-site disposal will be covered based on actual tons disposed off-site at unit rates. Estimated off-site tons are shown on new line items below.
	TYPE I WASTE OFFSITE T&D	CY	1,842	30 percent of total expanded waste volume minus haz waste. Reduced to amount shown at top of page to account for clean soil returned to ground. Based on quote for T&D at Pleasant Oaks LF. See Table 3. Based on original volume (12,466 cy) of expanded waste, per the original IGE.	Cost for off-site disposal are to be removed from fixed price portion of ESCA Mod 4. Off-site disposal will be covered based on actual tons disposed off-site at unit rates. Estimated off-site tons are shown on new line items below.

Table 4 Adjustments to Technical Assumptions From ESCA Modification 4

Original Assumptions for ESCA Modification 4					Adjustment to Assumptions For ESCA Modification 7
CLIN	TASK	UNITS	AMOUNT	DESCRIPTION	
	TYPE II WASTE OFFSITE T&D	CY	4,297	70 percent of total expanded waste volume minus haz waste. Reduced to amount shown at top of page to account for clean soil returned to ground. Based on quote for T&D at Pleasant Oaks LF. See Table 3. Based on original volume (12,466 cy) of expanded waste, per the original IGE.	Cost for off-site disposal are to be removed from fixed price portion of ESCA Mod 4. Off-site disposal will be covered based on actual tons disposed off-site at unit rates. Estimated off-site tons are shown on new line items below.
	OFFSITE T&D TOTAL	CY	6,328	Includes both non haz and haz waste disposed offsite.	Total for off-site T&D no longer applicable, see estimated off-site tons
	COMPLETION REPORT	LS	1	Cost is based on professional judgment.	No change.
	HAZARDOUS WASTE DISPOSAL (already shipped as of 4/30/20)	TONS	974	Hazardous waste disposal, including transportation and disposal (addressing waste already shipped as of 4/30/20).	New line item for off-site disposal
	NON-TEXAS WASTE DISPOSAL (already shipped as of 4/30/20)	TONS	1289	Waste disposal for waste not considered hazardous but not meeting Texas Type I waste criteria and being disposed outside of Texas, including transportation and disposal (addressing waste already shipped as of 4/30/20).	New line item for off-site disposal
	HAZARDOUS WASTE DISPOSAL (waste pending shipment as of 4/30/20)	TONS	2722	Hazardous waste disposal, including transportation and disposal (addressing waste pending shipment after 4/30/20).	New line item for off-site disposal
	HAZARDOUS WASTE DISPOSAL (waste pending shipment as of 4/30/20)	TONS	490	Hazardous waste disposal associated with waste pile containing primarily fines and small arms MD. Entire pile to be shredded and disposed off-site. Pile not identified as requiring separate handling prior to August 20, 2020 proposal.	New line item for off-site disposal
	WASTE DISPOSAL - NON-TEXAS (waste pending shipment as of 4/30/20)	TONS	1167	Waste disposal for waste not considered hazardous but not meeting Texas Type I waste criteria and being disposed outside of Texas, including transportation and disposal (addressing waste pending shipment after 4/30/20).	New line item for off-site disposal
	TYPE I WASTE DISPOSAL (waste pending shipment as of 4/30/20)	TONS	2297	Texas Type I waste disposal, including transportation and disposal.	New line item for off-site disposal

Table 4 Adjustments to Technical Assumptions From ESCA Modification 4

Original Assumptions for ESCA Modification 4					Adjustment to Assumptions For ESCA Modification 7
CLIN	TASK	UNITS	AMOUNT	DESCRIPTION	
	LOADER and OPERATOR	LS	1	Provide Loader and operator to load existing on-site stockpiles of soil for off-site disposal. Waste to be loaded under this item includes 1420 tons Hazardous Waste, 300 tons of Non-Texas Waste, and 900 tons of Texas Type 1 waste.	New line item for loading
2A	EXCAVATION AND OFFSITE DISPOSAL FIXED UNIT RATE VARIABLE COST CLIN				
	ADDITIONAL EXCAVATION	BCY	1,995	Assume 20 percent of base amount (9,973 bcy). Based on RACER, 2-foot average depth with 50 percent backfill. This amount is unchanged from the original IGE.	No change.
	OFFSITE DISPOSAL	CY	1,247	Assumes 50 percent offsite requirement with 25 percent expansion factor.	No change.
	OFFSITE DISPOSAL	TONS	1,870	One cy = 1.5 tons.	No change.
	OFFSITE DISPOSAL COST			The unit cost will be the average between Type II and Type III.	No change.
	PROJECT MANAGEMENT	%	5%	All markups are added to the fixed unit rate.	No change.
	LRA PROGRAM MANAGEMENT	%	5%	All markups are added to the fixed unit rate.	No change.
	CONTINGENCY	%	5%	All markups are added to the fixed unit rate.	No contingency allowed for modification 7
3	ENVIRONMENTAL SERVICES - LTM, ACM				
	ACM REMOVAL		1		
	ACM REMOVAL - PIPING INSULATION	LF	525	Based on RACER, piping insulation between 4 and 6 inches in diameter. Includes offsite non hazardous disposal. See Tables 3 and 4	No change.
	ACM REMOVAL - WINDOW INSULATION	SF	128	Based on RACER, joint compound is used for the material. Includes offsite non hazardous disposal. See Tables 3 and 4.	No change.
	LTM				
	G PONDS SURFACE WATER SAMPLING	EACH	29	Two years of quarterly sampling at three locations. Cost is based on the June 2014 IGE. See Table 3.	No change.
	HEBG MOWING	YEARS	2	52 acres total, assume 50 acres to account for trees, five times a year (added to two times a year assumed in the original ESCA for the two remaining years). See Table 3.	No change.

Table 4 Adjustments to Technical Assumptions From ESCA Modification 4

Original Assumptions for ESCA Modification 4					Adjustment to Assumptions For ESCA Modification 7
CLIN	TASK	UNITS	AMOUNT	DESCRIPTION	
	OLD DEMOLITION AREA MOWING	YEARS	2	17.4 acre cap, five times a year (added to two times a year assumed in the original ESCA for the two remaining years). See Table 3.	No change.
	G PONDS MOWING	YEARS	2	1.5 acre cap, five times a year (added to two times a year assumed in the original ESCA for the two remaining years). See Table 3.	No change.
NEW LTM ITEMS ESCA Mod 7					
	G PONDS GROUNDWATER SAMPLING	YEARS	1	Semiannual monitoring and reporting for 6 groundwater monitoring wells.	New line item for LTM
	G PONDS MOWING AND MAINTENANCE	YEARS	1	Cap maintenance and repair as needed, including seven mowing events per year (approximately 1.5 acres).	New line item for LTM
	G PONDS WELL MAINTENANCE	YEARS	1	Maintain well components in good condition including redevelopment of wells as needed. Keep areas around wells clear for access and	New line item for LTM
	G PONDS FENCE UPGRADE	EACH	1	Add one strand of barbed wire to the bottom of the existing fencing.	New line item for LTM
	HEBG GROUNDWATER AND SURFACE WATER SAMPLING	YEARS	1	Semiannual monitoring and reporting for 8 wells and 3 surface water locations.	New line item for LTM
	HEBG MOWING AND MAINTENANCE	YEARS	1	Seven mowing events per year (approximately 52 acres) and maintain interior side of perimeter fence clear and accessible.	New line item for LTM
	HEBG WELL MAINTENANCE	YEARS	1	Maintain well components in good condition including redevelopment of wells as needed. Keep areas around wells clear for access and	New line item for LTM
	ODA GROUNDWATER AND SURFACE WATER SAMPLING	YEARS	1	Semiannual monitoring and reporting for 8 wells and 3 surface water locations.	New line item for LTM
	ODA MOWING AND MAINTENANCE	YEARS	1	Cap maintenance and repair as needed, including seven mowing events per year (approximately 17 acres).	New line item for LTM
	ODA WELL MAINTENANCE	YEARS	1	Maintain well components in good condition including redevelopment of wells as needed. Keep areas around wells clear for access and	New line item for LTM

Table 4 Adjustments to Technical Assumptions From ESCA Modification 4

Original Assumptions for ESCA Modification 4					Adjustment to Assumptions For ESCA Modification 7
CLIN	TASK	UNITS	AMOUNT	DESCRIPTION	
	ODA CAP REPAIR	EACH	1	Major filling of low areas is required to assure proper drainage and cap integrity. Approximately 4000 cubic yards of topsoil estimated. Prior to initiation and at completion surveys of the area shall be performed to determine location and depth of topsoil required prior to the work and at completion to verify final grades and drainage flow will be achieved. Fill depressed and rutted areas with topsoil, increase elevations as required and grade cover to achieve a minimum of one percent slope. Repair of drainage ditches and discharge points are required to ensure adequate stormwater management. After adequate slope is established, seed with vegetation species selected to be compatible with soil and climate in the region and grow sufficiently thick to minimize erosion of final ground cover system.	New line item for LTM
	WISL GROUNDWATER SAMPLING	YEARS	1	Semiannual monitoring and reporting for 11 wells.	New line item for LTM
	WISL MOWING AND MAINTENANCE	YEARS	1	Mowing for access to wells and general support areas - total of 5 acres per event - 2 events per year.	New line item for LTM
	WISL WELL MAINTENANCE	YEARS		Maintain well components in good condition including redevelopment of wells as needed. Keep areas around wells clear for access and	New line item for LTM
	DOWN TIME DURING INSPECTIONS AND OTHER SITE VISITS	EACH	1	See cost proposal for specific assumptions for historical down times during various time periods	New Line Item CLIN 2. Item to be evaluated for future modification if approved by Army, no change being considered under
5	PROGRAM MANAGEMENT HEBG PHASE 2				
	PROJECT MANAGEMENT	%	5%		
	LRA PROGRAM MANAGEMENT	%	5%		
	CONTINGENCY	%	5%	Applied to technical costs only.	No contingency to be applied to ESCA Mod 7 pricing.



RESOLUTION NO. 20200922-29

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A NEW INDUSTRIAL LEASE AGREEMENT AT 320 PANTHER CREEK, NEW BOSTON, TX 75570 ON THE TAC-CENTRAL CAMPUS TO SUNRISE BEACH CORPORATION DBA M2 SERVICES

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, Sunrise Beach Corporation dba M2 Services contacted TexAmericas Center to seek a new industrial lease agreement to at 320 Panther Creek, New Boston, TX 75570; and

WHEREAS, the parties have come to the attached terms of agreement for said lease agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and he is hereby authorized to execute the attached lease agreement; and

BE IT FURTHER RESOLVED, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of Sunrise Beach Corporation dba M2 Services to negotiate this lease agreement as well as to continue its business operations, preserve jobs and contribute to the tax base in Bowie County, Texas.

PASSED AND APPROVED THIS 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: New Industrial Lease Agreement



RESOLUTION NO. 20200922-30

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A LICENSE AGREEMENT TO USE DESIGNATED ROADWAYS ON THE TAC-CENTRAL CAMPUS TO SUNRISE BEACH CORPORATION DBA M2 SERVICES

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, Sunrise Beach Corporation dba M2 Services contacted TexAmericas Center to seek a license agreement to use designated roadways on the TAC-Central campus for purposes of testing refurbished military vehicles; and

WHEREAS, the parties have come to the attached terms of agreement for said license agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and he is hereby authorized to execute the attached license agreement; and

BE IT FURTHER RESOLVED, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of Sunrise Beach Corporation dba M2 Services to negotiate this license agreement as well as to continue its business operations, preserve jobs and contribute to the tax base in Bowie County, Texas.

PASSED AND APPROVED THIS 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: License Agreement to Use Designated Roadways



RESOLUTION NO. 20200922-31

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE
SUPPLEMENTAL AGREEMENT NO. 1 FOR 333 PANTHER CREEK, NEW BOSTON, TX 75570
TO THE UNITED STATES OF AMERICA**

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, the United States of America contacted TexAmericas Center to seek a lease supplemental agreement for 333 Panther Creek, New Boston, TX 75570, and associated buildings; and

WHEREAS, the parties have come to the attached terms of agreement for said lease.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and he is hereby authorized to execute the attached lease; and

BE IT FURTHER RESOLVED, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of the United States of America to negotiate this lease as well as to continue its business operations, preserve existing jobs and contribute to the tax base in Bowie County, Texas.

PASSED AND APPROVED THIS 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Lease Agreement

**SUPPLEMENTAL AGREEMENT NO. 1
TO**

LEASE NO. DACA63-5-10-0166

TexAmericas Center f/k/a Red River Redevelopment Authority (RRRA)
107 Chapel Lane
New Boston, Texas 75570

TAX ID#: 752804233

DUNS#: 826750916

THIS SUPPLEMENTAL AGREEMENT, entered into this date by and between **TEXAMERICAS CENTER F/K/A RED RIVER REDEVELOPMENT AUTHORITY** whose address is 107 Chapel Lane, new Boston, Texas 75570, hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government; which the parties have previously entered into a Lease, such Lease being referred to as Lease No. DACA63-5-10-0166 (the "Lease").

WHEREAS, the Government and Lessor have entered into the Lease thereto;

WHEREAS, the parties hereto desire to supplement the above Lease as follows;

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective 1 October 2020 as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein.
2. Definitions. All capitalized terms used herein, but not otherwise defined herein, shall have the meaning ascribed to them in the Lease.

3. Lease Term. The Parties acknowledge and agree that the term of the Lease commenced on September 1, 2010 and will expire on September 30, 2020. To avoid lease holdover status in accordance with Article 6, Holding Over, in Attachment 1 to the General Clauses in the Lease. The Parties agree to extend the term of the Lease not to exceed January 1, 2021. This Lease shall terminate without any further action being taken by the parties hereto, at any time during the term hereof, such termination to be effective on the date Lessor and the Government enter into a replacement Lease agreement or an agreement providing for the termination of the Lessor's leasehold interest in the Building.

4. Miscellaneous

(a) Effect on Lease. Except as expressly amended by this supplemental Agreement, all other terms and provisions of the Lease shall remain unchanged and in full force and effect.

(b) Inconsistent Provisions. In the event of any inconsistencies between the provisions of this Supplemental Agreement and the Lease, the provisions of this

Supplemental Agreement shall supersede and control. If any provision of this Supplemental Agreement is found unenforceable, such provision shall not affect the enforceability of the remaining provisions of the Lease.

(c) Counterparts. This Supplemental Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. Facsimile copies of this Supplemental Agreement, bearing the Parties' respective signatures, shall be enforceable as originals.

(d) Time Is of the Essence. Time is of the essence with respect to this Supplemental Agreement. The Lease, as amended by this Supplemental Agreement, represents the entire agreement of the Parties.

(e) Authorization. The undersigned hereby warrant and represent they are duly authorized to make and enter into this First Amendment on behalf of Lessor and Lessee and to bind Lessor and Lessee hereto.

(f) Headings. The section headings of this Supplemental Agreement are for convenience only and shall in no way define or limit the scope or content of this Supplemental Agreement, and shall not be considered in any interpretation or construction of all or any part of this Supplemental Agreement. Where the sense of this Supplemental Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term.

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IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

**LESSOR: TexAmericas Center f/k/a/ RED RIVER REDEVELOPMENT
AUTHORITY**

By: _____
Scott Norton
Executive Director/CEO

UNITED STATES OF AMERICA

By: _____
Rocky D. Lee
Chief, Real Estate Division
Real Estate Contracting Officer

_____ Date



RESOLUTION NO. 20200922-32

FINANCIAL ADVISORY AGREEMENT WITH CREWS & ASSOCIATES, 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, TexAmericas Center Board of Directors deems it necessary to contract with a financial advisory servicing firm to advise TexAmericas Center regarding issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, TexAmericas Center desires to retain an independent financial advisor; and

WHEREAS, TexAmericas Center desires to obtain the professional services of Crews & Associates, Inc. to advise TexAmericas Center regarding the issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by TexAmericas Center from time to time during the period in which this agreement shall be effective; and

WHEREAS, Crews & Associates, Inc. is willing to provide its professional services and its facilities as financial advisors in connection with all programs of financing as may be considered and authorized by TexAmericas Center during the period in which the agreement shall be effective;

NOW, THEREFORE, be it resolved by the Board of Directors of TexAmericas Center that the Executive Director/CEO is authorized to negotiate and enter into a Financial Advisory Agreement with Crews & Associates, Inc. to advise in the sale, issuance and delivery of such indebtedness in the amount laid out in attached schedule.

PASSED and APPROVED this 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Financial Advisory Agreement

FINANCIAL ADVISORY AGREEMENT

THIS FINANCIAL ADVISORY AGREEMENT (“Agreement”) is made and entered into by and between TEXAMERICAS CENTER, a political subdivision of the State of Texas, (the “Issuer”) and CREWS & ASSOCIATES, INC. (“FA”) beginning _____ (“Effective Date”) and ending on the Expiration Date, as defined below.

WHEREAS, the Issuer is in the process of issuing debt to finance the construction of a new warehouse (the “Bonds”).

WHEREAS, the Issuer requires the services of a financial services firm to advise it with respect to financial matters of the Issuer regarding the issuance of the Bonds, and desires to obtain financial advisory services as herein described; and

WHEREAS, FA is willing to provide its professional services as financial advisor in connection with the Bonds as may be requested, considered and authorized by the Issuer.

NOW THEREFORE, in consideration of the mutual promises and obligations of the respective parties and intending to be legally bound, the parties agree as follows:

1. Engagement of FA. The Issuer hereby engages the FA to perform all financial advisory services on the Bonds for the Issuer as described in this Agreement on an exclusive basis for the Term of this Agreement. This Agreement is specifically for the Bonds and does not relate to any other underwriting or advisory services provided to the Issuer.

2. Term. This Agreement shall be for a period of time commencing on the Effective Date and ending on the earlier of (i) the date the Bonds are issued or (ii) twelve (12) months from the Effective Date (the “Expiration Date”). Each party may terminate this Agreement at any time upon 30 days’ notice by providing in writing to the other party their desire to terminate the Agreement.

3. Scope of Financial Advisory Services Provided. During the Term and upon the Issuer’s request, the FA will provide any of the general financial advisory services in Exhibit A.

4. Compensation for Financial Advisory Services. FA’s fees for providing the services referenced in this Agreement and Exhibit A shall be \$50,000 assuming the amount borrowed is less than \$10,000,000. If the amount borrowed is greater than \$10,000,000 the FA reserves the right to negotiate additional compensation. In addition to the fee outlined above, if the Issuer utilizes an official statement or a private placement memorandum, an additional fee of \$15,000 will be due. The fees will be payable upon closing of the Bonds.

5. Agreement to Provide Accurate Information. The Issuer agrees to provide FA with timely, accurate, complete and material information and reasonable access to relevant documents, other information and personnel as shall be necessary in furtherance of the services provided by FA as set forth herein and in the attached exhibits.

6. Certain Disclosures Regarding Conflicts of Interest and Other Matters. FA has made certain disclosures to the Issuer which are attached hereto and incorporated herein as Exhibit B. The Issuer acknowledges that it has received those disclosures set forth in Exhibit B, that it has been given the opportunity to discuss such disclosures with FA, that it hereby waives any such conflicts set forth in Exhibit B, and hereby authorizes FA to provide services pursuant to this Agreement. If any additional conflicts arise during the Term of this Agreement, the FA will notify the Issuer in writing.

7. Professional Services of Third Parties. The Issuer authorizes FA to retain, at FA's discretion, the professional services of any third party as FA may deem necessary in furtherance of the performance of services pursuant to this Agreement, subject to relevant conflict of interest disclosures. The FA agrees that any third parties retained by FA will be compensated by FA, and that the Issuer will not incur any liability for payment of these professional services.

8. Required Disclosures. FA is required to provide Issuer with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in this Agreement.

9. Miscellaneous Provisions. This Agreement has been executed in and shall be construed under the laws of the state of Texas and shall be binding upon the parties and their respective successors and assigns. This Agreement is the entire agreement of the parties and may be modified only by a writing executed by both parties. If any provision of this Agreement is declared by a court of competent jurisdiction to be unenforceable, such determination shall not affect the remaining provisions which shall remain in full force and effect. The parties agree to be bound by their respective facsimile signatures on this Agreement. All notices required or permitted by this Agreement shall be given to the respective parties at the addresses set forth on the signature page of this Agreement. The Scope of General or other Financial Advisory Services provided may be changed only by written amendment or supplement to this Agreement. The parties agree to amend or supplement this Agreement promptly to reflect any material changes or additions to this Agreement.

The Issuer acknowledges by the signatures below that the execution and delivery of this Agreement has been duly authorized by action of the Governing Body of the Issuer at a duly convened meeting thereof in accordance with all applicable laws and regulations.

DATED this ____ day of _____, 2020 (the "Effective Date").

ISSUER: TEXAMERICAS CENTER

By: _____

Attested
By:

FA: CREWS & ASSOCIATES, INC.

By: _____

Michael Lambert,
Senior Managing Director

Address: 521 President Clinton Ave, Ste 800
Little Rock, AR 72201
Email: mlambert@crewsfs.com

EXHIBIT A

Debt Issuance Financial Advisory Services

Upon the Issuer's written request, FA will perform the following Debt Issuance Financial Advisory Services:

1. Evaluate financing options for the Bonds;
2. Advise the Issuer regarding the structure and suitability of the financing options available, and present materials and information regarding each financing option to the Issuer;
3. Prepare and present a calendar of events for the Bonds;
4. Work with the Bond Counsel, the Issuer, and other members of the working group to prepare legal bond documents;
5. Consult with Issuer to determine method of sale (i.e. competitive, negotiated, or direct placement);
6. Work with Issuer to prepare offering materials to be distributed to investors;
7. Review closing documents prepared by bond counsel;

EXHIBIT B

Certain Disclosures

1. Conflicts of Interest. FA is required to disclose any actual or potential conflicts of interest that might impair its ability to render unbiased and competent advice to or on behalf of the Issuer during the term of this Agreement, as well as how FA intends to mitigate or manage each actual or potential conflict of interest it has identified after reasonable inquiry. FA will mitigate any actual or potential conflicts of interest disclosed herein by adhering to its duty of care and duty of loyalty to the Issuer to deal honestly and with the utmost good faith and to act in the Issuer's best interests without regard to the financial or other interests of the FA. Because FA is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of FA is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, FA's municipal advisory supervisory structure, leveraging its long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of FA potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

(a) Compensation for the services described in Exhibits A and B is based on the size of the issue and the payment of such fees shall be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for FA to recommend unnecessary financings or financings that are disadvantageous to the Issuer, or to advise the Issuer to increase the size of the issue. FA mitigates this conflict through its adherence to its fiduciary duty to the Issuer as described above.

(b) The FA is an affiliate of First Security Bank, an Arkansas banking corporation. In the event that FA makes a recommendation to Issuer that could influence the level of business with its affiliate, FA will consider alternatives to such recommendation, which will be disclosed to Issuer along with the impact that the recommendation and its alternatives would have on the business activities of the Issuer with the affiliate. Furthermore, this potential conflict is mitigated by the fact that First Security Bank is subject to its own comprehensive regulatory regime as a banking corporation under the applicable federal banking laws under which it operates.

(c) FA serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Issuer. For example, FA serves as municipal advisor to other public entities and, in such cases, owes a regulatory duty to such other clients just as it does to the Issuer under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, FA could potentially face a conflict of interest arising from these competing interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other public entities, the interests of FA to achieve a successful and profitable underwriting for its underwriting clients could potentially

constitute a conflict of interest if, as in the example above, the entity that FA serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair FA's ability to fulfill its regulatory duties to Issuer.

(d) FA is a broker-dealer that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities, including securities of Issuer, may be undertaken on behalf of, or as counterparty to, Issuer, personnel of Issuer, and current or potential investors in the securities of Issuer. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Issuer, such as when their buying or selling of Issuer's securities may have an adverse effect on the market for Issuer's securities, and the interests of such other clients could create the incentive for FA to make recommendations to Issuer that could result in more advantageous pricing for the other clients. Additionally, FA, in connection with its sales and trading activities, may take a principal position in securities, including securities of Issuer, and therefore FA could have interests in conflict with those of Issuer with respect to the value of Issuer's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, FA or its affiliates may submit orders for and acquire Issuer's securities issued in an Issue under the Agreement, not in a principal transaction but as a member of a selling group, or from an underwriter, or an underwriter who is a member of an underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Issuer in that it could create the incentive for FA to make recommendations to Issuer that could result in more advantageous pricing of Issuer's bonds in the marketplace. In addition to its adherence to its fiduciary obligations to the Issuer, these potential conflicts are mitigated by means of such activities being engaged in on customary terms through units of the FA that operate independently from FA's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by FA to the Issuer.

2. Professional Liability Insurance. The FA does not maintain insurance coverage for errors and omissions, improper judgments or negligence.

3. Qualifications of FA. FA represents and warrants to Issuer that FA and all of its employees and agents assigned to the transaction have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law or regulation to perform the services set forth herein. FA represents and warrants that it is a "Municipal Advisor" registered with the United States Securities and Exchange Commission and complies with all of the rules of the Municipal Securities Rulemaking Board pertaining to Municipal Advisors, and that it possesses the degree of knowledge and expertise needed to provide the Issuer with informed advice.

4. Event Disclosure. The United States Securities and Exchange Commission ("SEC") Form FA and Form MA-I require FA to provide information about criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. There are no legal or disciplinary events that are

material to the Issuer's evaluation of FA or the integrity of FA's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-1 filed with the SEC. FA's most recent form MA and Form MA-I are available online and may be accessed at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. FA's filings are under Crews & Associates, Inc., or to use the "Fast Search by Company CIK," enter "0000312603" where indicated. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by FA in its capacity as a broker-dealer on Form BD or Form U4. Information provided by FA on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>. FA's CRD number is 8052.

5. Investor and Municipal Advisory Client Education and Protection. Crews & Associates, Inc. is a broker-dealer and municipal advisor registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). The website address for the MSRB is www.msrb.org. The MSRB posts and makes available to you an investor brochure on the website of the MSRB that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.



RESOLUTION NO. 20200922-33

BOND COUNSEL SERVICES AGREEMENT WITH MCCALL, PARKHURST AND HORTON, L.L.P.

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; and

WHEREAS, the Board of Directors deems it necessary to contract with outside legal firms to advise TexAmericas Center regarding legal counsel in connection with the issuance of bond, notes or other obligations pertaining to the operation of TexAmericas Center, and

WHEREAS, McCall, Parkhurst and Horton, L.L.P. has the necessary experience to advise TexAmericas Center regarding matters of legal liability and other matters pertaining to TexAmericas Center;

NOW, THEREFORE, be it resolved by the Board of Directors that the Executive Director/CEO, Scott Norton, shall be and is hereby authorized to execute a contract with McCall, Parkhurst and Horton, L.L.P. on terms substantially the same as those attached hereto.

PASSED and APPROVED this 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Engagement Letter

September 17, 2020

Board of Directors
TexAmericas Center
107 Chapel Lane
New Boston, Texas 75570

Re: Bond Counsel Services

Ladies and Gentlemen:

We are excited at the opportunity to act as bond counsel (“*Bond Counsel*”) for TexAmericas Center (the “*Center*”) in connection with the issuance of bonds, notes, or other obligations, including those issued for refunding purposes and those issued pursuant to contracts with third parties (collectively, the “*Bonds*”), of the Center. The purpose of this letter is to set out in writing our fees and the scope of our duties in connection with the issuance of the Bonds by the Center, and to outline our responsibilities in connection with any such engagement. The attorneys primarily responsible to the Center in the performance of the services of this engagement are Leroy Grawunder and Rudy Segura.

SCOPE OF ENGAGEMENT

As Bond Counsel we would perform a specialized legal service. The tasks which this firm would undertake would be those necessary to rendering an opinion to the effect that the Bonds have been authorized, issued, and delivered in accordance with the Constitution and laws of the State of Texas, constitute valid and legally binding obligations of the Center, and if applicable, that the interest on said Bonds is exempt from Federal income taxes under existing statutes, regulations, rulings, and court decisions. In particular, we would prepare and direct the legal proceedings and perform the other necessary legal services with reference to the authorization, issuance, and delivery of such Bonds, including the following:

- (a) Prepare all resolutions, ordinances, orders and other instruments, including contracts for contract revenue bonds, pursuant to which the Bonds will be authorized, issued, delivered and secured, in cooperation and upon consultation with the Board of Directors of the Center, the Center’s Executive Director/CEO and staff, and any other advisors and consultants of the Center.
- (b) Review and consult with respect to contracts which are to provide specifically the source of revenues for the payment and security of any Bonds.
- (c) Attend meetings of the Board of Directors with reference to the authorization and issuance of the Bonds to the extent required or requested.
- (d) Review and consult with respect to all matters and transactions that bear on the security of the Bonds.



(e) With reference to the preparations for and authorization and issuance of the Bonds, attend meetings to the extent required or requested.

(f) Cooperate with Center and all interested parties in the sale of the Bonds to the purchasers thereof.

(g) Attend meetings with prospective bond purchasers and meetings with rating agencies or credit enhancers to the extent required or requested; and, if so requested, render appropriate opinions relating to agreements and other documents governing the issuance of credit enhancements, such as lines or letters of credit.

(h) Advise the Center in the preparation of official statements or other securities laws disclosure documents, including review of the information therein describing the Bonds, the security therefor, the summary of the authorizing document pertaining to the issuance of the Bonds, and the federal income tax status thereof.

(i) Advise the Center and its consultants in reviewing documents prepared for submission to national and/or state repositories with respect to the Center's responsibilities under Rule 15c2 -12 promulgated by the United States Securities and Exchange Commission ("*Rule 15c2-12*"), 17 CFR 240.15c2-12.

(j). Submitting the Bonds to the Attorney General of the State of Texas for approval and obtaining the registration of the Bonds by the Comptroller of Public Accounts of the State of Texas, as required by law.

(k) Supervise the execution, printing, Attorney General's approval and Comptroller of Public Account's registration of the Bonds and the delivery thereof to the purchaser.

(l) When so delivered, rendering an opinion covering the validity of the Bonds under Texas law and, if applicable, the tax exempt status of the interest thereon under federal income tax laws, and to that end prepare all relevant documents necessary to assure compliance with the federal income tax laws relating to the issuance of tax-exempt bonds, including without limitation, the preparation of IRS Form 8038-G.

(m) Perform all other legal services normally falling within the general duties of Bond Counsel with reference to financings anticipated by the Center.

Our Legal Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "*Closing*"). The Center will be entitled to rely on our Legal Opinion.

The Legal Opinion will be based on facts and law existing as of its date. In rendering our Legal Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Center with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds



and their security. We understand that you will direct members of your staff and other employees of the Center to cooperate with us in this regard.

The services described above to be provided as Bond Counsel do not include any responsibility for investigating the financial condition and affairs of the Center or any organization for which the Center may issue Bonds. Our approving legal opinion as Bond Counsel will contain a paragraph substantially to the effect that we have acted as Bond Counsel for the Center for the sole purpose of rendering an opinion with respect to the legality and validity of the Bonds under the Constitution and laws of the State of Texas, and with respect to the exemption of interest on the Bonds from Federal income taxes, and for no other reason or purpose. That paragraph of our opinion will also disclose that we have not been requested to investigate or verify any record, data, or other material relating to the financial condition or capabilities of the Center or the organization for which the Bonds are issued, and have not assumed any responsibility with respect thereto. The services to be provided as Bond Counsel do not include the direct responsibility for litigation matters.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Center will be our client and an attorney-client relationship will exist between us. We further assume that all other parties in this transaction understand that we represent only the Center in this transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Center's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Center will not affect, however, our responsibility to render an objective Legal Opinion.

Our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that we are representing the Center, one or more of our present or future clients will have transactions with the Center. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities that have or will have transactions with the Center. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Obligations so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Obligations. Execution of this letter will signify the Center's consent to our representation of others consistent with the circumstances described in this paragraph.

NO BOYCOTT OF ISRAEL

The firm hereby represents that we do not boycott Israel, and through the term of this agreement we will not boycott Israel, in compliance with and within the meaning of 50 U.S.C. Section 4607 and Section 2271.002, of the Texas Government Code.

NOT A FOREIGN TERRORIST ORGANIZATION



The firm hereby represents that neither the firm nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the firm is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

DISCLOSURE OF INTERESTED PARTIES

Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC.

CONFLICTS

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions, including particularly Riverbend Water Resources District and the Texas Water Development Board. It is possible that during the time that we are representing the Center, one or more of our present or future clients will have transactions with the Center. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Center's consent to our representation of others consistent with the circumstances described in this paragraph.

FIRM NOT A MUNICIPAL ADVISOR

As a consequence of the adoption of Rule 15Ba1-1 pursuant to the Securities Exchange Act of 1934 (the "*Municipal Advisor Rule*"), which has been promulgated by the Securities and Exchange Commission as a result of the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "*Dodd-Frank Act*"), we hereby inform the Center that we are not a "Municipal Advisor" within the meaning of the Municipal Advisor Rule or the Dodd-Frank Act (collectively, the "*MA Rule*"). In the course of performing our services as Bond Counsel in this transaction, we may engage in analysis, discussion, negotiation, and advice to the Center regarding the legal ramifications of the structure, timing, terms, and other provisions of the financial transaction that culminates with the planned issuance of the obligations, and such services and advice may be essential to the development of the plan of finance for the issuance of the obligations. In turn, these services become, among other things, the basis for the transaction's basic legal documents, the preparation and delivery of the official statement or any other disclosure document that describes the material terms and provisions of the transaction, if an offering document is used in the offering of the obligations, the preparation of the various closing certificates that embody the terms and provisions of this transaction and the preparation and delivery of our Legal Opinion. Moreover, legal advice and services of a traditional legal nature in the area of municipal finance inherently involve a financial advice component; but we hereby advise the Center that while we have expertise with respect to the legal aspects relating to the issuance of municipal securities, we are not "financial advisors" or "financial experts" in a manner



that would subject us to the provisions of the MA Rule. As Bond Counsel, we provide only legal advice, not purely financial advice that is not inherent in our legal advice to the Center. The Center should seek the advice of its financial advisor with respect to the financial aspects of the issuance of the obligations. By signing this engagement letter, the Center acknowledges receipt of this information, and evidences its understanding of the limitations of our role to the Center as Bond Counsel with respect to the MA Rule, as discussed in this paragraph.

FEES

For the Bond Counsel services outlined, we would expect to be paid, with respect to each series or installment of Bonds, legal fees in accordance with the following schedule which represents our standard schedule for all other issuers organized in the same manner as the Center.

For the first \$1,000,000 or part thereof in principal amount – 1% of such principal amount

For the next \$4,000,000 or part thereof in principal amount – 3/4 of 1% of such principal amount

For the next \$5,000,000 or part thereof in principal amount – 1/2 of 1% of such principal amount

For the next \$10,000,000 or part thereof in principal amount – 1/4 of 1% of such principal amount

For amounts in excess of \$20,000,000 but less than \$100,000,000 - 1/8 of 1% of such principal amount

For amounts in excess of \$100,000,000 - 1/10 of 1% of such principal amount.

The minimum fee for any series or installment of Bonds shall be \$20,000.

Not included in the fees for Bond Counsel services are (a) representation of the Center before agencies of the State of Texas (other than the Attorney General and the Comptroller of Public Accounts) or of the United States; (b) work on legislative matters; (c) preparation of any contracts for sharing facilities, capacity, or services with other entities unrelated to the issuance of Bonds; (d) representation of the Center for any litigation relating to the Bonds; and (e) preparation of offering documents or other disclosure services as described above. To the extent requested, we will perform such services, as well as other services not included in our Bond Counsel fee described above, at a mutually agreeable set fee or on a time charge basis at the following rates:

Tax Partner:	\$600 per hour
Partners:	\$450 per hour
Associates:	\$300 per hour

Expenses incurred by us for your account will be due and payable only out of such appropriate funds as the Center may have from time to time and will be billed at regular intervals. Our fees and expenses directly attributable to an issue of Bonds will be payable at the time of the



delivery of and payment for each installment or series of such Bonds. If the Bonds are not delivered and paid, we understand and agree that we will not be paid for our fees or expenses with respect thereto, except that we will be reimbursed for the statutory filing fee paid to the Office of the Attorney General with respect to the Bonds if our firm has advanced such fee on behalf of the Center. With regards to attending meetings, for meetings not directly related to a plan of finance or issuance of obligations, in addition to travel expenses we would charge our hourly fee, discussed below. Our fee will be billed after the Closing of each series of obligations.

In the event that circumstances arise that make the issuance of obligations substantially more or less complex or time consuming than originally contemplated, we will consult with you as to whether any increase or decrease in this fee is warranted.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We very much look forward to working with you.

Very truly yours,

McCall, Parkhurst & Horton L.L.P.

By: 

Rodolfo Segura Jr

Accepted this _____, 2020

TexAmericas Center

By: _____
President, Board of Directors



RESOLUTION NO. 20200922-34

**CONTRACT EXTENSION WITH EXECUTIVE DIRECTOR/CEO –AMENDMENT SIX 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, 2022;

NOW, THEREFORE, BE IT RESOLVED, that Jim Roberts, 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 22nd day of September, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Management and Services Contract – Amendment Six

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

“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.”

“TAC agrees to pay DIRECTOR as base compensation for services rendered at an annual base pay of \$184,114.94 for the year commencing October 1, 2021.”

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.”

“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 \$316.16 per pay period (every 2 weeks) during the contract year commencing on October 1, 2021.”

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, Amendment Five and this Amendment Six is hereby ratified by the parties.

TEXAMERICAS CENTER

WILLIAM SCOTT NORTON

By: _____
Jim Roberts,
Chairman of the Board

Date: _____

Date: _____

PERFORMANCE COMPENSATION ADDENDUM

**GOALS FOR PERIOD OF OCTOBER 1, 2020
THRU SEPTEMBER 30, 2021**

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. Longevity Incentive: any retirement match missed due to 457(b) contribution cap will be paid out on last payroll of calendar year | |
| 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 | \$5,000 |

Redwater, Texas. (as provided in the 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 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. |
| 11. WEP Timber issue resolved by court order or board resolution | \$5,000 |
| 12. SPEC Building Construction complete and accepted by TAC | \$5,000 |
| 13. Initiation of the redevelopment of the TAC-East rail system | \$5,000 |

TEXAMERICAS CENTER

William Scott Norton

By: _____
Jim Roberts,
Chairman of the Board



Fiscal Year 2020 Annual Report

**Presented to the TexAmericas Center Board of Directors on
September 22, 2020**

Dear TexAmericas Center Board of Directors:

This past fiscal year was an exciting year for TexAmericas Center (TAC) and the big news was the announcement that Business Facilities Magazine ranked our facility within their Top 10 Industrial Parks with a ranking of #8. This ranking demonstrates the time and investment the Board and staff have made in improving the infrastructure and creating incentives on the footprint is being recognized throughout the industry. The increased quality and number of prospects being worked at TAC indicates that site selectors and business executives are also aware of the investments made by TAC.

This fiscal year started off with excitement as we were able to land our largest lease ever outside of Red River Army Depot and its tenants and vendors, in terms of square feet leased, when we were able to lease eight (8) of the Area D warehouses to one tenant. With this lease we were able to invest in the improvements of all twelve (12) of the Area D warehouses. This lease was a direct result of the investments we had already made in water and sewer in Area D.

With the increase lease and prospect activity, we took the first steps towards building more product on our footprint. At the May 2020 Board Meeting, a Request for Qualifications for Design/Build Firms was approved to be advertised for the proposed design and construction of an approximately 100,000 square foot tilt wall facility. Through this process staff asked the five firms in the final round to provide a layout for 24 acres of buildings, which would be three (3) or possibly (4) buildings, and approximately 400,000 square feet of space. To date we have selected a Design/Build Firm and a contract for design services.

For many years we have struggled with getting the U.S. Army and the Texas Commission on Environmental Quality (TCEQ) on the same page when it comes to the Resource Conservation and Recovery Act (RCRA) permit modification. This year we were able to make a breakthrough and progress was made. The Army, TCEA and TAC all agreed to permit language for both the G-Ponds Permit and the HEBG/HEDG Permit and they went out for public comment. The G-Ponds Permit received no public comment and has been signed. The HEBG/HEDG Permit did receive one public comment so there is a process still pending, however getting to this point is great progress. We are anxious and excited to see this process coming to a close.

This past year we updated our Strategic Plan by utilizing Strategic Doing which has produced very positive results for the organization. We had four different groups which included Rail/Transportation, SPEC Buildings, Redevelopment of Buildings, and Workforce Training/Education. The Rail/Transportation team is on hold until staff completes their investigation of opportunities to redevelop the rail system. The SPEC Building team came to the decision to recommend that TAC build a SPEC building and some of the requirements of the facility. The redevelopment team is moving forward with developing criteria for shovel ready sites and also determined the best location for the SPEC building. The Workforce Training/Education team was able to create a list of all the various degrees and certificates offered by the three institutions of higher education and it is located on the Texarkana Chamber website at <https://www.texarkana.org/txk-degree-and-certificate-programs>. These teams have performed great work and those that have completed their tasks have all agreed to come back together to do more work for TAC if needed.

Through all our activities, we were also able to work with Lockheed Martin (LM) and Red River Army Depot (RRAD) to make improvements to Bldg. 333, which is owned by TAC and leased to RRAD, so LM could perform part of their MLRS (missile launch rocket system) project at RRAD. The construction project is complete.

We also made significant progress on wetlands delineation on TAC-East, which became very important this year due to our increased prospect activity.

The year has been exciting, but considering a lot of this was completed at least in part through the COVID-19 pandemic, it demonstrates how dedicated and committed our Board, staff, contractors and consultants are to moving our mission forward.

This year will be a year to remember, for the great accomplishments we achieved and the great challenges we were able to overcome as a team!

The categories and bullet points below tell the FY2020 story for TexAmericas Center.

Contractual Duties of the Executive Director/CEO were fully met, are listed below and will be more thoroughly described in the remainder of the report.

- Initiating, developing and coordinating economic development activities.
- Coordinate the activities of various agencies, task forces and community groups involved in the redevelopment efforts of TexAmericas Center properties.
- Perform such duties are more fully described in the approved job description included in the adopted Personnel Policy Manual of TAC.
- 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.

Management/Administration of the organization resulted in the following actions:

- Successfully completed the work on our \$1.5 million Economic Development Administration (EDA) Infrastructure Grant. Sewer for Expal USA is complete, the parking lot project for Building 228 is complete, and the gravity sewer line on TAC-East, which is the final phase of this project and the largest expense for this project, is complete and the final payment request has been sent to EDA.
- Texas Capital Fund for Expal USA is complete and all projects were successfully finished to benefit the company and TAC. Final payments are pending from the Texas Department of Agriculture as we work through the final payment paperwork.
- We did extend our Environmental Services Cooperative Agreement (ESCA) contract for eighteen (18) months with the Army. Additionally, we extended our contracts with TCEQ for 90 days on the ESCA contract.
- On the TAC-E property, three land use control have been issued and those include a small area in Load Line C and two small land use controls in Load Line B due to munitions debris (MD), which the Army originally wanted as a munitions of explosive concern (MEC) land use control and we were successful in getting it reduced.
- Due to the COVID-19 pandemic and emergency orders issued by State of Texas Governor Greg Abbott and Bowie County Judge Bobby Howell, TAC office staff worked remotely from March 30 – May 29, 2020. Even though the TAC offices were closed, office staff did come to the office daily to check the mail and periodically to take care of items that needed to be addressed from the office. Field staff continued to work as normal as they could safely socially distance while performing their job duties. During this time, prospect activity continued to move forward, tenant needs were addressed in a timely manner, accounts payable checks went out as normal, payroll was met as normal, and all board and committee meeting were held as scheduled.
- Due to COVID-19 pandemic, several Board and Committee meetings were held by conference call and business continued to be conducted by the TAC Board.
- TCEQ and Army finalized all language for a corrective action permit for the HEDG and HEBG only, Army Response Action Plans (RAPs) for the other clean-up sites with no contiguity requirements and a separate Army Permit for the G-Ponds, with no contiguity requirements.
 - G-Ponds permit was publicly noticed with no comments and was signed by TCEQ Executive Director on August 25, 2020.
 - HEBG/HEDG permit has been publicly noticed with one public comment and the permit modification is pending as of the finalization of this report.
- Staffing turnover was minimal as the Customer Engagement Specialist was the only position with turnover in the office for the field.
- Employees evaluated by their immediate supervisor and documented appropriately.

Governance includes effective communication with the board of directors regarding important issues and the impact of those issues on the organization. Included in this section is the framing of significant questions and complex issues in ways that facilitate board member involvement, dialogue and action in both board meetings and committee meetings. This was done on several topics but most notably:

- TAC Staff has worked with the Board of Directors to approve a PILOT (Payment in Lieu of Taxes) Board Policy and PILOT Agreement with TAC Tenants.
- The Board and Committees were kept informed of the issues with the TAC-W timber and the fact that Army harvested substantially more timber than was agreed to in the MOA. Staff has continued to keep the board and appropriate committees up to date on the progress of this issue.
- Staff has spent a lot of time looking at different financing options to fund remodels of existing buildings and/or build to suits for existing and/or new tenants.
- Staff has met with different individuals and groups that may be interested in partnering with TAC to building facilities on TAC that could be leased or sold to future tenants
- During the year we have had many conference calls to discuss the Resource Conservation and Recovery Act (RCRA) map modification to release more of the TAC-E property from the Army RCRA permit. The removal of property from the RCRA permit is good for redevelopment, but we want to make sure it is done in a way that is most beneficial, or least restrictive, of our redevelopment efforts.
- Staff worked with Bowie County, TAC Board and the staff of Texas PACE Authority to understand the Texas C-PACE program and then support Bowie County's efforts to implement the program through the county. Another incentive tool for TAC.
- Board orientation held for new TAC board members.

Financial reports for TexAmericas Center were very successful this year with:

- Clean audit for FY2019 General Fund.
- Clean audit for FY2019 TAC-E Holdings Company No. 1 (informational only).
- Successful budget management for all departments.
- Quarterly investment reports that showed favorable financial gains
- Quarterly and Annual financials that had no significant changes.
- TAC did not exercise option with previous auditor and staff advertised Request for Proposal for Auditing Services and recommended Thomas & Thomas, L.L.P. as the new Audit Firm, which was approved by the Board at the July 2020 meeting.

Relationship Building is a continual process and includes communication with the local community and elected officials at the local, state and national level. Our relationship building efforts for the year included the following:

- During the year, staff attended several Riverbend Water Resource District Board meetings to remain involved in their activities and to make sure we are working together for common goals.
- We have given several tours of TAC to local business owners, VIPs, and interested parties to share with them the TAC story, including the challenges, successes, and where we are going from here.
- Here is a list of some specific Relationship Building events held over the past year:

- October 8, 2019: Tour for Leadership Texarkana Class 2020
- October 10, 2019: Representative Gary VanDeaver's Town Hall meeting at Texarkana College.
- October 17, 2019: Ribbon Cutting Ceremony for Texarkana Aluminum in Nash, TX.
- November 7, 2019: Attended Luncheon Honoring Texas Lt. Governor Dan Patrick, Senator Bryan Hughes was in attendance and spoke to him about Enterprise Zone.
- November 11, 2019: Attended Luncheon Honoring Congressman John Ratcliffe and we discussed environmental cleanup challenges.
- December 18, 2019: Attended Luncheon for State Senator Bryan Hughes and we discussed Enterprise Zone.
- January 13, 2020: Attended Texas Military Summit at the Texas State Capitol.
- January 17, 2020: Attended luncheon for the new Airport Director at Texarkana Regional Airport, Paul Mehrlich.
- February 12, 2020: Attended TxEDC Investor Luncheon Meeting in Austin, TX.
- March 6, 2020: Attended University of Arkansas at Hope – Texarkana Board of Visitors Luncheon.
- September 16, 2020: Presented at Engage Texarkana on Strategic Doing
- Attended Riverbend Board Meetings/Workshops/Town Halls and provided TAC updates as needed.
- Attended Joint City Meetings hosted by the Texarkana Chamber of Commerce.
- Attended several Bowie County Commissioner Court Meetings.
- Attended Region D water meeting in support of Riverbend Water Resources District.
- Attended Texarkana Manufacturing Regional Partnership Meetings in Texarkana, USA.

Leadership includes the constant display of integrity and models the organizational values, demonstrates initiative and creativity in facing issues, management of continuity, change and transition, deals effectively with demanding situations while designing and implementing effective interventions, and works with elected officials and regulatory agencies to promote legislative and regulatory policies that encourage a healthy community and address the issues of the organizations constituencies.

- Implemented the PILOT Board Policy.
- Continue to work with legal team on the WEP lawsuit.
- Staff has spent significant time building relationship with the Economic Development & Tourism (EDT) Office under Governor Greg Abbott. Communication is excellent between EDT staff and TAC staff. The EDT staff has been very supportive of TAC, especially when we become a final location in the State of Texas under consideration for a prospect. We greatly appreciate the support of the Economic Development & Tourism Office for Governor Greg Abbott.
- Improvements to 556 Elm Circle (Area D) lead to that building being leased immediately, which demonstrated how the facilities could be used and that lead to eight (8) of the

Area D buildings to be leased by another company. Then, the company that leased 556 Elm Circle also leased an additional Area D building. This demonstrates that our investments are showing dividends to our tenants and TAC.

- The company that leased eight (8) of the Area D warehouses is the largest non-RRAD lease related to amount of square feet leased.
- TAC staff completed the work on one 2010 MOA item, which was the utility easement between TAC-Central and TAC-West and the easement, which was broken into two different easements, was approved by the TAC Board at the April 2020 Board Meeting.
- Staff continues to meet with RRAD personnel and communicate with the COE on the two open items remaining from the 2010 MOA.
- Staff was successful in working with RRAD to have the 116 series buildings transferred to TAC, which opens up 24,000 sqft of office space for use by TAC tenants. This action was approved by the TAC Board at the July 2020 meeting.
- Staff continued to work with RRAD and Lockheed Martin to agree to scope of work to renovations to Building 333 and work is near completion.
- Staff working with Bowie County and others on the feasibility study for the interstate western loop project.
- Organizational personality is one of professionalism and integrity while inviting to everyone that touches the organization.
- Periodic meetings with the command group at RRAD, including the Commander, to discuss specific projects and items that impact both organizations.
- Many meetings regarding regional economic development efforts with regional partners.
- Several meetings with Riverbend, their consultants and attending town hall meetings regarding the Regional Water Master Plan.
- Scott Norton continues to be a Texarkana Chamber of Commerce EDC Board Member.
- Eric Voyles is a Leadership Texarkana Board Member.
- Jeff Whitten completed his term as School Board Member at Hooks ISD and did not run for re-election.
- Several Association of Defense Communities (ADC) Local Redevelopment Authorities (LRA) Directors Conference Calls.
- Scott Norton is member of the ADC LRA Directors Outreach committee and has participated in several committee conference calls.
- Participated in several TCEQ/DOD/TAC environmental conference calls.
- Participated in Community & Military Affairs meetings.
- Participated in Ark-Tex Council of Governments (ATCOG) Board, Executive Committee, Audit Committee, and Nominating Committee Meetings.
- Continue to work with Bowie County to receive annual payments under the Chapter 381 Agreement.
- Through continued meetings and communication, we have continued to strengthen our relationships with local elected officials, our State Senator, our State Representative, Texas & Arkansas US Congressmen, Texas & Arkansas US Senators and their staffs.
- When we have a prospect that has a need for a permit with TCEQ, we having an initial conversation with TCEQ to get the process started for the tenant and that has been received very positively by TCEQ and the potential tenants. We are using this to build

an even stronger relationship with TCEQ to help us on environmental clean-up activities and with the needs of our current and future tenants.

- Here is a list of some specific Leadership events/meetings over the past year:
 - October 1, 2019: Added transload facility to the property
 - September 30-October 2, 2019: ADC Base Redevelopment Form in Monterey, CA
 - Moderator of session, “Partnering with Active Military – Best Practices and Lesson Learned”
 - Toured former Fort Ord
 - October 9, 2019: Meeting with Mary York, Deputy Director, Economic Development & Tourism for Governor Abbot’s Office with Dean McWilliams to discuss Enterprise Zone (Chapter 2303), Defense Economic Readjustment Zone (Chapter 2310), and Reinvestment Zone. Also went to the State Capitol to discuss this with the staff of Senator Hughes. Stopped to see Rep. VanDeaver’s Chief of Staff but she was traveling with him in the district.
 - October 24, 2019: Food Hub meeting with ATCOG on how to move this idea forward.
 - October 30, 2019: Northeast Texas Transportation Summit in Sulphur Springs, TX.
 - November 1, 2019: Submitted grant applications for Assessment Funds for the former LSAAP Hospital and Administration building and both were funded.
 - November 22, 2019: Conversation with Earl Lott, Director of Waste Permits Division at TCEQ, regarding RCRA Permit modification that lead to moving the RCRA project forward.
 - December 16, 2019: attended Texarkana College Board of Trustees meeting in when they approved Tax Abatement Policy.
 - January 14, 2020: Meeting at TCEQ with Earl Lott, Gulay Aki and Anna Lleras regarding RCRA permit.
 - February 4, 2020: Strategic Doing Meeting held for our Strategic Planning purposes.
 - February 10-12: Association of Defense Communities Installation Innovation Forum meeting held in San Antonio, TX.
 - February 21, 2020: Hosted students and a professor from TAMU-College Station in the Master of Land and Property Development Program and they worked on proposals to provide to TAC on developing 40 acres on TAC-East as their capstone project.
 - March 2-4, 2020: Meetings in Washington, DC with Army BRAC personnel and representatives from Senator Cornyn, Senator Cruz and Congressman Ratcliffe regarding environmental cleanup.
 - March 10, 2020: Attended meeting with Texas Comptroller’s office at the Texarkana Chamber of Commerce.
 - March 13, 2020: Presented at TEX-21 meeting in Texarkana, TX.
 - May 5, 2020: Masters of Land and Property Development class from Texas A&M College Station presented their final proposals the TAC staff via zoom.

We have exciting times ahead, with the Design/Build SPEC building, closing out of the HEBG/HEDG Permit, and moving forward with our exciting prospect activity that was generated by a combination of leads from the State of Texas, referrals, and our marketing efforts. The support from our local, state and national elected officials is better than ever, and the relationship the Economic Development & Tourism Office for Governor Greg Abbott is strong.

However, we do have challenges. We are still dealing with the timber lawsuit and we still need to increase revenue as we have a lot maintenance to perform on the footprint. As we continue to increase traffic on the footprint, road conditions will become something we will need to pay more attention to and as we build buildings and parking lots we will need to address drainage and detention. We also need to continue doing more wetlands delineation across our footprint.

As the TexAmericas Center team, we remember the quote from Maya Angelou, *"I've learned that people will forget what you said, people will forget what you did, but people will never forget how you made them feel."* I am proud to be on a successful team that focuses on results for the long-term gain of the organization, the success of our current and future tenants, and relationships with our partners and the wellbeing of this entire region. As a team we focus on safety, ownership, teamwork and making sure that when people think of TexAmericas Center they think of us as a professional organization with a proactive mindset, and an organization that focusses on the future success of each individual entity and the entire region.

Thank you for the continued opportunity to work for the Board of Directors at TexAmericas Center.

Sincerely,

Scott Norton
Executive Director/CEO