



RESOLUTION NO. 20250128-01

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AN ENGAGEMENT LETTER WITH THE LAW FIRM HALTOM & DOAN TO REPRESENT TEXAMERICAS CENTER IN LITIGATION FILED BY HOOKS INDEPENDENT SCHOOL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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 the 4th day of December, 2024, Hooks Independent School District filed suit in the District Court of Bowie County, Texas, against TexAmericas Center, TexAmericas Center Public Facility; TAC East Holdings Company No. 1; and TAC Community Development Corporation, Inc. alleging various causes of action relating to the PILOT Program of TexAmericas Center; and

WHEREAS, it is necessary to retain an experienced litigation law firm to represent TexAmericas Center and the named entities in said litigation; and

WHEREAS, Haltom & Doan is a trial and appellate counsel law firm located in Texarkana, Texas, with vast experience in handling litigation and regularly represents clients in both state and federal courts in highly contested litigation; and

WHEREAS, the Board of Directors believes that the engagement of Haltom & Doan to represent TexAmericas Center and the named entities in said litigation is necessary to preserve the assets and properties of TexAmericas Center and TAC East Holdings Company No. 1;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center as follows:

1. The Executive Director/CEO shall be and he is hereby authorized to execute an Engagement Letter with the law firm Haltom & Doan to represent TexAmericas Center and the named entities as Defendants in the lawsuit filed by Hooks Independent School District in substantially the form of the Engagement Letter attached to this Resolution as Exhibit "A".
2. That the Executive Director/CEO shall be and he is hereby authorized to provide such documents and information to Haltom & Doan as may be necessary to provide a full and adequate defense of the claims made by Hooks Independent School District; and

3. That the Executive Director/CEO shall be and he is hereby authorized to make payments to Haltom & Doan in accordance with the terms of the Engagement Letter from available funds of TexAmericas Center without requiring the reimbursement from TAC East Holdings Company No. 1, or TexAmericas Center Public Facility Corporation or from the to be formed TAC Community Development Corporation, Inc.; and
4. This Resolution and the authorization stated herein shall be effective from and after the date of its passage.

PASSED and APPROVED this 28th day of January, 2025.



Jim Roberts, Chairman of the Board

ATTEST:



Justin Powell, Secretary

HALTOM & DOAN
TRIAL & APPELLATE COUNSEL
TEXARKANA | TYLER | PLANO | MARSHALL

Direct: 903.255.1009
jthane@haltomdoan.com

Joshua R. Thane
Partner

January 17, 2024

Via Electronic Mail

Scott Norton
Executive Director & CEO
TexAmericas Center
107 Chapel Lane
New Boston, TX 75507

*Re: Hooks Independent School District v. TexAmericas Center, et al., Cause No.
24C1373-202 pending In The District Court of Bowie County, Texas*

Dear Mr. Norton:

Thank you for contacting our firm to represent TexAmericas Center; TexAmericas Center Public Facility Corporation, TAC East Holding Company No. 1, and TAC Community Development Corporation, Inc.¹ (all together “TAC”) related to the above referenced matter.

This Agreement describes the terms and conditions of our relationship and supersedes the December 13, 2024 agreement executed by Mr. Raymond Wesley Jordan. Pursuant to the terms of this Agreement, HALTOM & DOAN (“HD,” “we,” or “us”) represents TexAmericas Center; TexAmericas Center Public Facility Corporation, TAC East Holding Company No. 1, and TAC Community Development Corporation, Inc. (“TAC” or “you”) in connection with the above referenced matter (“the Claims”). If this Agreement is acceptable to you, please sign, and return an executed copy so that we can begin our representation.

SCOPE OF ENGAGEMENT

Subject to the terms and conditions of this Agreement, we will represent TAC on the Claims described above. Should you wish us to represent TAC or its corporate officers, parents, subsidiaries or affiliates in another matter, please let us know and we will enter into a separate engagement letter to cover those additional claims.

¹ It is my understanding that TAC Community Development Corporation, Inc. is not an existing entity.

ATTORNEY AND RATES

Our discounted fees for legal services in this case for TAC are attached as Exhibit A. We review these hourly rates annually and adjust them on January 1 if appropriate. You agree to pay our hourly rates for all legal services provided.

BILLING FOR OUR FEES AND EXPENSES

We will bill regularly for fees and expenses, and payment is expected within 30 days. In addition, charges for certain types of in-house expenses are contained in Exhibit B. Our bills itemize the services performed by date, time required, and lawyer, paralegal or case assistant performing those services. A sample bill is attached as Exhibit C. For the majority of our clients, we electronically bill the client and accept payment by electronic deposit. Developments in the course of our representation, particularly commencement of trial preparation and trial itself, can lead to a significant increase in the level of our activity on your behalf. In such circumstances, we may bill more frequently. More frequent billing allows you to monitor more carefully the fees and expenses you are incurring and to contact us if you have any concerns.

BILLING FOR INDEPENDENT VENDORS' SERVICES

We expect that you will make payment directly to any vendor as we do not pay the bills of third parties. Of course, none of these services are hired unless approved by you. This helps you monitor and directly address any extraordinary expert or third party expenses with the vendor.

FEDERAL TAX REPORTING REQUIREMENTS

Attached as Exhibit D is our Form W-9. Please use it to report legal fees you pay to HD.

ESTIMATES OF ANTICIPATED FEES AND EXPENSES

At your request, we will prepare a budget or other estimate of fees, expenses, and services anticipated for this representation. Obviously, estimates of litigation costs can only be estimates, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, particularly the extent to which the opposition files pretrial motions and engages in its own discovery. We submit bills shortly after the services are rendered so you will have a ready means of monitoring and controlling the fees and expenses you are incurring. If you believe the fees or expenses are mounting too rapidly, please contact me immediately so I can assist you in evaluating how they might be curtailed in the future. Great communication is the key, and unless we hear from you, we assume that you approve of the overall level of activity art in this case.

WORK PRODUCT

We typically maintain a file of documents during the representation. You and we agree not to waive any privilege that may apply to such materials, including the work product and attorney-client privilege, without your and our permission. You also agree that work product prepared for the internal use of our lawyers, such as drafts, notes, internal memos, emails, spreadsheets, and all legal and factual investigations, remains our property and that any right you have to obtain copies of the contents of our file shall not extend to such internal working papers. However, your employees may review such materials in our offices during the representation for the purpose of facilitating the representation. At the conclusion of our representation, you agree that all materials (electronic and hard copy) we have in the file received from any source may be handled and ultimately destroyed in accordance with either the Court's Protective Order entered in the case or our record retention policy then in effect.

TERMINATION OF REPRESENTATION

Our representation of you will be considered terminated at the earlier of (a) the substantial completion of our work for you, (b) your termination of our representation, or (c) our withdrawal from our representation of you. Unless we remain as your counsel of record under retainer or in a pending proceeding, you agree that after a period of time of three consecutive months without TAC work that our attorney-client relationship will be terminated. In addition, although we do not foresee this to be an issue, you and TAC agree that we are relieved from the responsibility of performing any further work should you fail to pay any bill for fees and expenses (including bills for expenses received from third parties). If such nonpayment occurs, you agree that we may move to withdraw as your counsel in any case where we have made an appearance on your behalf and that you will promptly execute any withdrawal motions or other documents required to accomplish this. Such termination will not relieve you or TAC of the obligation to pay for fees and services.

NO GUARANTEES

You acknowledge that we have made no guarantees and given no assurances regarding the outcome of any matter. You understand that all expressions about the outcome are only opinions.

CHOICE OF LAW

In any proceeding concerning the rights and obligations under this Agreement, all questions that are determined to be governed by the law of a state shall be resolved in accordance with the then-prevailing law of the State of Texas, including the Texas Rules of Professional Conduct, and exclusive venue should be Texas state or federal court. You acknowledge that selecting Texas law and venue is reasonable in view of the location of our offices, our status as a partnership under the laws of Texas, and application of the Texas Rules to the lawyers who may work on your matter.

CLIENT INDEMNITY

You agree that any award of fees, costs, expenses, or sanctions awarded against you as a result of court order shall be payable solely by you and that you shall not look to HD to reimburse you for the amount awarded. This indemnity specifically includes, but is not limited to, any sanctions award or attorney's fees and costs awarded under Federal Rule of Civil Procedure 54 or any other statutory provision designed to shift fees or costs.

INTEGRATION AND SEVERABILITY

This Agreement represents the final and mutual understanding of the parties. It replaces and supersedes any prior agreements or understandings, whether written or oral. This Agreement may not be modified, amended, or replaced except by another signed written agreement. If any part of this Agreement shall for any reason be found unenforceable, the parties agree that all other portions shall nevertheless remain valid and enforceable.

CLIENT'S ACKNOWLEDGMENT

You acknowledge that HD is not representing you in connection with the negotiation or execution of this Agreement, that you have made sufficient investigation and inquiry to determine that this Agreement is fair and reasonable to you, and that this Agreement was the product of arm's-length negotiation with us.

We discuss the terms and conditions of our engagement so candidly because we believe that you are entitled to know our policies and that this type of frank discussion will avoid any misunderstandings later. Please sign a copy of this Agreement in the space provided below indicating your agreement to the terms and conditions set forth above.

S. Norton
January 17, 2024
Page 5

It is our honor to represent TAC. We look forward to working with you.

Very truly yours,



Joshua R. Thane, Partner
HALTOM & DOAN

Attachments:

- Exhibit A – 2024 Discounted Rates
- Exhibit B – Example of Charges
- Exhibit C – Sample Monthly Statement
- Exhibit D – HALTOM & DOAN W-9

AGREED TO AND ACCEPTED:

Scott Norton on behalf of
TexAmericas Center

By:  _____

Name: Scott Norton

Title: Executive Director + CEO

Date: 1/28/2025

cc: Accounting

Exhibit A

HALTOM & DOAN
TRIAL & APPELLATE COUNSEL
TEXARKANA | TYLER | PLANO | MARSHALL

2025 DISCOUNTED RATES FOR TEXAMERICAS CENTER

<u>Attorneys</u>	<u>Hourly Rate</u>
Joshua R. Thane -----	\$500
Associate-----	\$400
<u>Paralegals</u> -----	\$215

HALTOM & DOAN

TRIAL & APPELLATE COUNSEL

TEXARKANA | TYLER | PLANO | MARSHALL

2024 IN-HOUSE CHARGES

	<u>Amount</u>
1. Photocopy -----	10¢ per page
2. Printing -----	10¢ per page
3. Binding Charges -----	\$1.00 per bound item
4. PACER Charges -----	10¢ per page
5. Computerized research passed through at actual cost to firm	
6. Telephone conference/Long distance charges at actual cost to firm	

Exhibit C

HALTOM & DOAN
TRIAL & APPELLATE COUNSEL

6500 Summerhill Road, Suite 100, Texarkana, Texas 75503

TELEPHONE: (903) 255-1000

I.D.# 35-2239600

FACSIMILE: (903) 255-0800

ABC Customer
 123 Anywhere Ln.
 City, State Zip

Statement Date: September 30, 20XX
 Statement No. 1234
 Account No. xxxxx.00001
 Page: 1

RE: case name

Services Rendered

					Hours	
09/06/20xx	ATTY1	L350	A104	Review/analyze - Review docket control and discovery order for proposed extension pending Plaintiff's delay in discovery	0.20	.00
09/07/20xx	ATTY1	L210	A107	Communicate (other outside counsel) - Correspondence with Plaintiff's counsel, et al. regarding amended docket control and discovery order	0.20	.00
	ATTY1	L210	A106	Communicate (other external) - Correspondence to client regarding extended docket control and discovery order and Plaintiff's issues	0.20	.00
09/09/20xx	ATTY1	L210	A104	Review/analyze - Review subpoenas for additional requests and missing docum	0.30	.00
09/10/20xx	ATTY1	L110	A107	Communicate (other outside counsel) - Correspondence to Plaintiff's counsel regarding representation and discovery issues	0.20	.00
09/13/20xx	ATTY1	L110	A107	Communicate (other outside counsel) - Conference with Plaintiff's counsel regarding inspection	0.30	.00
09/16/20xx	ATTY2	L140	A108	Communicate (other external) - Multiple correspondence regarding draft docket control and discovery order and case status	0.40	.00
09/22/20xx	ATTY2	L140	A103	Draft/revise - Drafted revised docket control and discovery order	0.70	.00
	ATTY2	L140	A105	Communicate (other external) - Multiple correspondence with partner and client regarding draft docket control order and case status	0.30	.00
09/23/20xx	ATTY1	L110	A103	Draft/revise - Finalize for filing amended docket control order and review of Plaintiff's counsel's comme	0.20	.00
09/27/20xx	ATTY1	L110	A108	Communicate (other external) - Correspondence with court coordinator regarding docket control order	0.20	.00
For Current Services Rendered					3.20	.00

Services Rendered Summary

Timekeeper	Hours	Rate	Total
<u>ATTY1</u>	<u>1.80</u>	<u>\$.00</u>	<u>\$.00</u>
ATTY2	1.40	.00	.00

Expenses

09/20xx	L190	E110	Photocopy charges, 2 pages	.20
Total Expenses				<u>.20</u>

Advances

09/13/20xx	L190	E112	Court fees - Filing fee	2.06
Total Advances				<u>2.06</u>
Total Current Work				.00
Previous Balance				\$.00

Payments

08/30/20xx	Payment Invoice #			-0.00
Total Payments				<u>-0.00</u>
Balance Due				\$.00

Task Code Summary

Task Code	Description	Fees	Expenses
L110	Fact Investigation/Development	<u>.00</u>	<u>.00</u>
L140	Document/File Management	.00	.00
L190	Other Case Assessment, Development and Administration	0.00	2.46
L100	Case Assessment, Development and Administration	<u>.00</u>	<u>2.46</u>
L210	Pleadings	.00	.00
L200	Pre-Trial Pleadings and Motions	.00	.00
L350	Discovery Motions	.00	.00
L300	Discovery	.00	.00

Exhibit D

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
 requester. Do not
 send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Haltom & Doan
	2	Business name/disregarded entity name, if different from above.
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)
	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>
	5	Address (number, street, and apt. or suite no.). See instructions. 6500 Summerhill Road #100
	6	City, state, and ZIP code Texarkana, TX 75503
7	List account number(s) here (optional)	
		Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
3 5 - 2 2 3 9 6 0 0	

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 1/2/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they