TexAmericas CENTER

RESOLUTION NO. 20260324-04

AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT SERVICES AGREEMENT WITH 55-WATER CONSULTING, 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, 55 Water Consulting, LLC has extensive experience with Japanese and other Asian businesses and cultures as well as extensive background in capital markets and handling projects and assisting in the support of project development opportunities: and

WHEREAS, TexAmericas Center and 55 Water Consulting, 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 55 Water Consulting, LLC upon the terms substantially the same as those attached hereto.

PASSED and APPROVED this 24th day of March 2026.

Jim Roberts, Chairman of the Board

ATTEST:

Justin Powell, Secretary

ATTACHMENT: FY26 PSA

PROFESSIONAL SERVICES AGREEMENT
(ECONOMIC DEVELOPMENT SERVICES CONSULTANT)

This Agreement between **TexAmericas Center** (hereinafter referred to as "Client") and **55-Water Consulting, LLC** (hereinafter referred to as "ECONOMIC DEVELOPMENT SERVICES CONSULTANT") is effective as of the **1st day of April, 2026.** 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 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: 3/24/2026

55-WATER CONSULTING, LLC
ECONOMIC DEVELOPMENT SERVICES CONSULTANT

By: _____

Title: Principal

Date: March 5, 2026

55 WATER

March 5, 2026

Mr. Scott Norton
Executive Director / CEO
TexAmericas Center
107 Chapel Lane
New Boston, TX 75570

Re: ***Proposal for Standby Service Agreement***

Dear Scott,

Thank you for the opportunity to provide this agreement ("Agreement") for the services ("Services") defined herein. This Professional Services Agreement ("PSA") shall be between 55-Water Consulting, 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 shall be requested by the Chief Economic Development Officer ("Chief EDO"), including but not limited to the services described in the attached overview of 55-Water ("Services Summary"). The intent of the Parties is to have this Standby Service Agreement in place such that the Client may utilize the services of the Consultant as and when such services are required. Each incidence of the rendering of such services, (the "Assignment") may differ and a more detailed Agreement may be desired by both Parties for such individual assignments. As envisioned, services will be related to the Client's activities to attract and service its own clients, be they existing clients, target clients or intermediaries who may be acting on behalf of such clients, ("End Clients"). Given the Consultant's area of expertise, Assignments may typically involve offshore, international-based End Clients who may or may not have U.S.-domestic representation.

2. **Client to provide**: While individual Assignments may vary, the Consultant may, at times, require the Client to provide the following:
   2.1. Project Coordinator ("Coordinator"): A staff liaison to work with Consultant to provide relevant information (both written and verbal) as might be required for the Consultant to complete the Assignment at the high-level of quality expected by the

Client. For example, this would include any briefing memos, Board/Council minutes or presentations and the like.

2.2. Meetings:

2.2.1. The Consultant will be invited to any meetings, events, etc., with End Clients as may be necessary for the Consultant to successfully perform the Assignment to the Client's satisfaction. The Client acknowledges that the Consultant will not be held responsible for the efficacy or accuracy of any deliverables (verbal or written) based on information offered to the Consultant solely on a 3rd-party basis gathered or gleaned from meetings, events, conversations, etc. to which the Consultant was not present.

2.2.2. The Client will coordinate any internal or external meetings/events unless such coordination is within the scope of the Assignment and/or the Client has clearly delegated such responsibility to the Consultant.

2.3. Printing: Printing, binding, distribution or other such activities for any materials prepared by the Consultant to be used by the Client.

3. Confidentialiy: Both parties agree to the following:

3.1. Content: The Consultant agrees to keep confidential any information related to the Services that is deemed confidential by the Client and communicated as such to the Consultant in writing.

3.2. Marketing Permission: the Client agrees to allow the Consultant to reference the Client as a client and to allow the 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 its discretion. The Client agrees not to release an *editable/original* version of any such documents except as required by law.

5. Payment:

5.1. The fee for the Services as defined herein shall be one hundred and seventy-five U.S. dollars ($175) per hour, billed monthly in one-hour increments, rounded to the hour, either up or down. Out-of-pocket expenses shall be billed at cost incurred.

5.2. Consultant shall submit an invoice of services rendered to the Client on a monthly basis *in arrears*, i.e., at the end of the month that the services were rendered. Payments shall be due within 30 days of receipt of an invoice from the Consultant.

5.3. Time expended on the following activities will be considered as chargeable:

5.3.1. Direct interaction with the Client or End Client, e.g., meetings, events, conversations (either in-person or telephonically), correspondence (such as emails) and similar interactions.

5.3.2. Any preparation directly related to the above or to the Assignment more broadly which the Consultant deems to be necessary in order to complete the assignment to the Client's specifications. This may include activities such as

researching the company(ies), related companies/business dealings, intermediaries, countries, business practices or other relevant context of the End Client.

5.3.3. With regard to foreign language translation, both from English to the foreign language and vice versa:

5.3.3.1. Production (through computerized services or other 3rd parties) of foreign language translations

5.3.3.2. The review of such materials for the purpose of gauging accuracy, suitability, nuance or other such purposes, to the extent of the Consultant's language proficiency[1]

5.3.4. Pursuant to Section 2.2.2, coordination or scheduling of meetings, events, etc., which the Client has delegated to the Consultant

5.4. The following activities will not be considered chargeable:

5.4.1. Research or language study not directly relevant to the chargeable services described in sections 5.2.1-5.2.4. As an example, general foreign language study for the purpose of increasing the Consultant's proficiency, even if it benefits a particular assignment.

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 at that point in time.

[1] *Note that the Consultant does not provide formal interpretation services (for verbal interactions) nor translation services (for written information such as email correspondence, memoranda, reports, presentations, etc.)*

Approval of this Agreement represented by:

Consultant: 55-Water Consulting, LLC

Signed: _____

James R. Baker
Principal

Date: March 5, 2026

Email: jbakehkg@yahoo.com
Phone: (903) 556-2556
Address: 5900 Balcones Drive, Suite 100
Austin, TX 78731

Client: TexAmericas Center

Signed: _____

Scott Norton
Executive Director / CEO

Date: 3/24/2026

Email: scott.norton@TexAmericasCenter.com
Phone: (903) 223-9841
Address: 107 Chapel Lane
New Boston, TX 75570