

HOUSING AUTHORITY OF THE CITY OF CORPUS CHRISTI
3701 Ayers Street
Corpus Christi, Texas 78415

CONTRACT OF EMPLOYMENT

In consideration of mutual promises made, this "Contract of Employment" (the "Contract") is made and entered into on the day shown below by and between the Board of Commissioners of the **HOUSING AUTHORITY OF THE CITY OF CORPUS CHRISTI, TEXAS** ("the Authority") and **GARY ALLSUP** (the "President and CEO").

1. The Authority agrees to employ Gary Allsup and Gary Allsup agrees to accept employment as President and CEO of the Housing Authority of the City of Corpus Christi and Secretary to the Board of Commissioners of the Authority and to discharge the duties and perform the functions as provided in the Bylaws, Policies and Procedures of the Authority and Job Description which create and set forth the duties for the position of President and CEO and Secretary.
2. Unless otherwise agreed to, the terms of the Contract shall remain unchanged in the event the job title of "President and Chief Executive Officer" is subsequently changed.
3. The effective date of the Contract shall be April 1, 2024 through October 31, 2029.
4. This contract recognizes the intention of both parties that this contract shall not be extended beyond October 31, 2029. In order to facilitate transition to a new President and CEO, the Board authorizes and directs the President and CEO to recruit and hire a Chief Operating Officer (COO). The COO shall serve at the pleasure of the President and CEO, who will provide training and development to prepare the COO to prepare the COO for Board of Director consideration for promotion in the President and CEO role at conclusion of this Contract. Engagement of a COO does not guarantee promotion of the COO at the conclusion of the Agreement and the President / CEO shall not offer such a guarantee.
5. In consideration of the above-stated duties, the Authority and the President and CEO agree that the President and CEO shall be entitled to receive the following compensation and benefits:
 - a. The Authority agrees to pay the President and CEO a Base Salary at the annualized rate of Four Hundred Thousand One Hundred Seventeen Dollars (\$459,117) effective April 1, 2024.

- b. It is further agreed that the annual salary be paid in equal installments, with each installment being paid on the same payday as other employees of the Authority. The source of the payments of said salary shall be in compliance with HUD rules and regulations with respect to the restrictions on the use of HUD / Federal funds.
- c. The Authority agrees to pay the President and CEO an Incentive Bonus of One Hundred Eighty One Thousand Five Hundred Sixty Eight dollars (\$181,568)
- d. It is further agreed that the Incentive Bonus(s) shall be payable in lump sum on the first regular payday in April. All payment(s) of Incentive Bonus(s) shall be in compliance with HUD rules and regulations with respect to the restrictions on the use of HUD / Federal funds.
- e. The Authority and the President and CEO agree to conduct annual performance and compensation reviews each March during the term of this to Agreement to determine and ensure competitiveness of the President and CEO's Base Salary, and/or Incentive Bonus. Any agreed changes in Base Salary and/or Incentive Bonus shall be effective each April 1 during the period of this agreement.
 - a. The President and CEO will develop and provide an evaluation tool acceptable to the Board Chair in order to facilitate this evaluation
- f. The Authority will provide to the President and CEO the same employment benefits as provided to other employees of the Authority, except:
 - a. The Authority shall pay a car allowance of Six Hundred and 00/100 Dollars (\$600.00) a month for local use of his personal vehicle for the Authority business.
 - b. The Authority shall pay one hundred percent (100%) of health and dental insurance premiums.
 - c. The Authority shall establish an "Executive Vacation Accrual Rate" that shall be the accrual rate provided other employees plus one (1) week. The President and CEO and other Vice Presidents, at discretion at of the CEO, shall be eligible to accrue vacation leave at this level.


6. This Contract will become effective on the date as agreed to herein and all terms and conditions will remain in effect until its expiration or until terminated, as provided hereafter:
 - a. The Authority shall have the right to terminate this Contract for cause at any time, if in its sole judgment, the President and CEO has failed to follow the direction of the Board of Commissioners or has engaged in malfeasance or gross negligence in the performance of his duties as President and CEO and Secretary to the Board of Commissioners. In the event the Authority elects to terminate the employment of the President and CEO with cause, the parties hereby agree that in addition to all salary and benefits to which the President and CEO is entitled on the date of termination, the President and CEO shall also be entitled to six (6) months salary and benefits as described in Section 5, above.
 - b. In the event the Authority elects to terminate the employment of the President and CEO without cause, the parties hereby agree that in addition to all salary and benefits to which the President and CEO is entitled on the date of termination, the President and CEO shall also be entitled full payment of salary and benefits as described in Section 5 above through the end date of this Agreement, October 31, 2029.
7. The Job Description, Bylaws and Personal Policies of the Authority, as amended from time to time, will control the employment of the President and CEO except to the extent that the terms of this Contract contradict those Bylaws, Policies and Procedures.
8. Any dispute arising in connection with this agreement, including without limitation, any dispute as to the construction, validity, interpretation, enforceability, or breach of this agreement, shall be exclusively and finally resolved by binding arbitration in accordance with the laws of the State of Texas before a single arbitrator mutually agreed to by the parties, or if none is agreed to within fifteen (15) days of the notice by any party invoking arbitration pursuant to this provision, the arbitrator shall be selected by a Court having jurisdiction in Nueces County, Texas, upon the request of any party. The arbitration proceedings shall be had in Corpus Christi, Nueces County, Texas. The costs of the arbitration proceedings (including attorney's fees and costs) shall be borne in the manner determined by the arbitrator. The parties hereto agree to waive their rights to a jury trial, punitive damages, tort damages, and consequential damages. Judgment on any award rendered by an arbitrator may be entered in any court having jurisdiction in Nueces County, Texas. To the maximum extent practicable, any

arbitration proceeding hereunder shall be concluded within 180 days of either party requesting arbitration.

9. This contract contains the entire agreement between the Authority and President and CEO regarding his employment by the Authority and may not be varied or amended based on oral representations.
10. Any amendments or changes to this Contract for Employment must be made in writing, dated, and signed by both the Authority and the President and CEO to be effective.

EXECUTED BY THE PARTIES ON THE DATES SHOWN BELOW:

President and CEO:



Gary Allsup

Date Signed: 4/4/24

**HOUSING AUTHORITY
OF THE CITY OF CORPUS CHRISTI, TEXAS**



By: Catherine Mehne
Chair

Date Signed: 4/4/24