

STATE OF TEXAS

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COUNTY OF RED RIVER

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### EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is entered into as of the \_\_\_ day of \_\_\_\_\_ 2026 (approved by the Board of Directors on \_\_\_ day of \_\_\_\_\_, 2026), between Red River County Appraisal District (hereinafter "Employer" or "District") and James Godwin (hereinafter "Godwin").

### RECITALS

A. **WHEREAS**, Employer desires to continue to employ Godwin as its Chief Appraiser on an at-will basis; and

B. **WHEREAS** Godwin is willing to enter into and accept the terms and conditions of this Agreement with Employer.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the parties, Employer and Godwin covenant and agree as follows:

#### 1. **Position of Employment.**

1.1 The District hereby employs Godwin in the position of Chief Appraiser and, in that position, Godwin will report to the Board of Directors for the District (the "Board"). The Board retains the right to change Godwin's title, duties, and reporting relationships as may be determined to be in the best interest of the District; provided, however, that any such change in Godwin's duties shall be consistent with Godwin's training, experience, and qualifications.

The terms and conditions of Godwin's employment shall, to the extent not addressed or described in this Employment Agreement, be governed by Policies, procedures and existing practices, including but not limited to those set forth in the District's employee handbook. In the event of a conflict between this Employment Agreement and the Policies or existing practices, the terms of this Agreement shall govern.

#### 2. **Terms of Employment.**

2.1. Godwin's employment with the District under this Agreement is for an initial three year term that shall begin on January \_\_, 2026, and shall continue until January \_\_, 2029 unless terminated earlier under the terms of this Agreement. The statement of a term herein in no way alters the "at will" status of Godwin. The Board of Directors shall review Godwin's performance in or around each December.

2.2 Godwin will maintain complete records of Godwin's activities, and will communicate complete and accurate information thereof to the Board, at its request at any time. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed

that Godwin does not have the right to enter into any contracts or make any commitments on behalf of the District without the express consent and approval of the Board.

2.3 Godwin will conduct himself at all times so as not to detract from, or reflect adversely on, the reputation of the District, the District's business, or District's services. During and after the termination of this Agreement, Godwin shall not defame or disparage the District, its Board of Directors and/or the services provided by the District. Godwin acknowledges that his conduct outside of work impacts his effectiveness in the position and may serve as a basis for termination.

2.4 Godwin agrees to comply with all general regulations and instructions from time to time issued by the Board, including those governing hours and conditions of work, and to obey all lawful orders given by the Board, and to abide by all laws and ordinances of the United States and of the state, county or municipality in which Godwin engages in any conduct and/or in which Godwin is working.

2.5 Godwin shall at all times maintain his Registered Professional Appraiser's license in good standing. Should Godwin be the subject of a complaint with the Texas Department of Licensing and Regulations (TDLR), Godwin must notify the Chair of the Board of Directors within one business day of his receipt of any complaint.

### **3. Term and Termination.**

3.1. Starting on January \_\_, 2027, this Agreement will automatically extend the term for an additional year, unless either party gives notice 30 days before January \_\_ that the contract will not be renewed or extended. Without prejudice to other rights or remedies possibly available, either party may, by notice in writing, terminate this Agreement with immediate effect if the other party is in breach of its obligations under this Agreement. Notwithstanding anything to the contrary contained herein, Godwin acknowledges and understands that the employment hereunder is at-will, and no provision hereof or of any other agreement shall be interpreted to alter this term.

**3.2. For Cause:** The Board may terminate this contract at any time for cause. "Cause" includes, but is not limited to:

3.2.1. Intentional or repeated failure to comply with legal requirements or with the District's policies or directives.

3.2.2. Commission of any act of fraud, dishonesty, misappropriation of funds, embezzlement, breach of confidence, immoral conduct or other misconduct in rendering of services on behalf of the District.

3.2.3. Current illegal use of drugs, substance abuse or being under the influence of alcohol while on duty.

3.2.4. Repeated discourteous treatment of employees, subordinates, volunteers, or the public, as determined in the sole discretion of the Board.

3.2.5. Failure or refusal to faithfully, diligently and effectively perform any of the provisions of this Agreement, as determined in the sole discretion of the Board.

3.2.6. Suspension or termination of any required licensing, including but not limited to Registered Professional Appraiser.

3.2.7 Indictment or Charge of Chief Appraiser under state or federal law; or

3.2.8 Commission of illegal discrimination or harassment in violation of District policy as determined in the sole discretion of the District's Board of Directors.

3.2.9. Upon such termination for cause, Godwin shall be entitled to receive only such accrued benefits that may be due and payable at the time but shall not be entitled to any severance pay or other compensation.

3.2.10 Section 6.0302 of the Texas Property Tax Code requires board members to sign an acknowledgement of their statutory duties and states that the board does not appraise properties or review the value of individual properties. Dissatisfaction of the board with the valuation of individual properties may not be a ground for termination of Godwin for cause.

3.2.11 Failure to pass the Methods and Procedures review by the Comptroller's office for tax year 2025 through 2027, or falling outside of the confidence interval during a Property Value Study for any school in Red River county in tax year 2025 through 2027 alone shall not be considered a ground for termination for cause.

3.3 **Without Cause.** As an at-will employee, Godwin may be terminated at any time for any reason, so long as it is not an "illegal" reason, such as an illegal discrimination against Godwin. In the event of termination without cause, Godwin shall be entitled to receive his base pay for the remainder of the current contract term or three months' pay, whichever is less.

3.4 Godwin shall not represent a taxpayer or property owner within the District in any informal or formal proceeding, act as a property tax consultant or in any way take action before the ARB for a period of twelve (12) months following separation from employment, regardless of whether the separation was with or without cause.

#### **4. Compensation and Benefits.**

4.1. Godwin will be an Exempt employee under the Fair Labor Standards Act and Texas Labor Code, paid on a salary basis with no entitlement to overtime. The District will pay Godwin, and Godwin agrees to accept from the District, base compensation per year (the "Base Salary") based on the year 1 salary in the chart below, payable in bi-monthly installments and subject to deductions for taxes and other withholdings as required by law and/or the policies of the District. Godwin will also receive other benefits as provided in the Appraisal District budget each year. The Board may increase said base pay annually, based on Godwin's performance, as the Board deems appropriate, as further provided herein. This base pay may not be reduced during the term of this Agreement unless the Board determines it necessary for the budget of the District, then

Godwin's base pay may be reduced by no more than the average percent salary reduction imposed on all other employees. If the Board determines it necessary to freeze the compensation of all employees, Godwin's base pay may also be frozen by Board action. If the Board, in its sole discretion, determines in its annual review under paragraph 6.1 and 6.2 that Godwin's performance meets the standards of the Board, the parties agree that Godwin's salary will be adjusted as follows:

Year	Beginning January 1 Annual Salary
2026	\$99,225.00
2027	\$107,163.00
2028	\$115,736.04
2029	\$124,994.92
2030	\$134,994.52

**4.2 Annual Vacation Leave.** Godwin will be entitled to paid vacation days during the term of this Agreement as allowed by the current personnel handbook adopted by the District. Leave must be approved by the Chair of the Board of Directors and cannot be taken in longer than 5 workday increments unless otherwise approved. Leave may not be taken during "protest season" absent personal emergency or illness prompting the same unless approved by the Chair of the Board of Directors. Such approval shall not be unreasonably withheld.

**4.3. Benefits.** Godwin shall be entitled to receive all benefits as established from time to time, except as otherwise provided in this Agreement. These benefits shall include retirement, dental, health, life insurance, annual, sick and holiday leave as set forth in the current District Policies and Procedures Manual, which may be changed at anytime by the Board.

**5. Duties:**

Godwin shall perform the duties of Chief Appraiser as established from time to time by law, by the Board of the District and as specified in the District's job description, as well as District's Standard Practices and Rules and Regulations. Godwin is responsible directly to, and reports directly to, the Board. Godwin shall give full-time to the duties of his office. Godwin shall have no outside employment.

**6. Performance and Evaluation:**

6.1. Godwin shall, by December 30 of each year, define such goals and performance objectives which the determines necessary for proper operation of the District in the attainment of the Board's policy objectives and shall establish a relative priority among said goals and objectives. This shall be reduced to writing and reviewed and approved by the Board.

6.2. The Board shall review and evaluate Godwin's performance no less than annually each year. Said reviews and evaluations shall be conducted in accordance with specific criteria developed jointly by the Board and Godwin, which may be added to, or deleted from, as the Board may from time to time determine in consultation with the Chief Appraiser.

**7. Other Terms and Conditions of Employment:**

The Board, in consultation with Godwin, may fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of the Chief Appraiser.

**8. Nondisclosure of Confidential Information:**

a. All District Information shall remain the sole and exclusive property of the District.

b. As a material inducement to the District to engage Godwin and to pay Godwin compensation for the services to be rendered to the District by Godwin, Godwin covenants and agrees that Godwin shall not, at any time during or following the term of this Agreement, directly or indirectly, for any purpose, provide access to, copy, disclose, divulge, reveal, report, publish, transfer or use, for any purpose whatsoever (including commercial and noncommercial purposes), to any other Person, any District Information, or permit others to do so, or attempt to do so or permit others to attempt to do so, in connection with providing services to the District pursuant to this Agreement. All uses of District Information shall inure to the sole benefit of the District. Godwin also agrees and acknowledges that District Information includes information made confidential by law. Godwin shall protect the District Information, including Confidential Information, from unauthorized disclosure with a commercially reasonable degree of care. Godwin shall not take any action causing and shall not fail to take any action necessary in order to prevent, any District Information and Confidential Information from ceasing to qualify as District Information. Nothing in this section shall prohibit Godwin from complying with the Texas Public Information Act when District Information is requested pursuant to a Public Information Request under that Act.

c. Delivery upon Request or Termination. Upon request by the Board at any time, and in any event upon termination of this Agreement for any reason or for no reason, Godwin will promptly deliver to the Board all property belonging to the District, including without limitation all District Information then in the Godwin's possession or control, in all media.

**9. No Conflicting Agreements.** Godwin represents and warrants to Employer that Godwin is not bound by any restrictive covenants or other obligations to any Person that would in any way prevent or restrict Godwin from performing any duties or services for Employer to the fullest extent of Godwin's ability, or that is otherwise inconsistent with the provisions of this Agreement. In addition, Godwin represents and warrants to Employer that his employment with Employer will not cause Godwin to breach any agreement to keep in confidence proprietary information acquired

by Godwin in confidence or in trust prior to Godwin's employment with Employer. Godwin covenants and agrees with Employer that Godwin will not enter into, or become bound by, any written or oral agreement that conflicts with any of the provisions of this Agreement. Godwin shall indemnify and hold harmless Employer from and against any and all losses, liabilities, and damages suffered or incurred by Employer as a result of or in connection with a breach by Godwin of the provisions of this Section 9.

**10. No Waiver.** The failure of either party to enforce any provision of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with any or every provision of this Agreement. Resort to one form of remedy will not constitute a waiver of alternative remedies.

**11. Rules of Construction.** The enumeration and headings of the sections of this Agreement are merely for convenience of reference and do not constitute representations or warranties, do not impose any obligations whatever and have no substantive significance. Unless the context otherwise requires, whenever used in this Agreement the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the neuter or feminine gender and vice versa. This Agreement shall be construed without the aid of any canon, custom or rule of law requiring construction against the draftsman, and this Agreement shall be construed reasonably to carry out its intent without presumption against or in favor of either party.

**12. Counterparts.** This Agreement may be signed in separate counterparts each of which when so executed and delivered will be an original document. All executed counterparts will together constitute one and the same instrument.

**13. Entire Agreement/Survival.** This Agreement constitutes the entire agreement between the parties relating to the subject matter of the Agreement, and there are no representations, warranties, or commitments except as provided herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether written or oral. This Agreement may only be amended by mutual written agreement of Employer and Godwin.

**14. Modification.** A waiver or modification of this Agreement or of any covenant, condition, or limitation in this Agreement will not be valid unless it is in writing and executed by the party to be charged, and evidence of any waiver or modification will not be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party under this Agreement, unless such waiver or modification is in writing, executed by the party to be charged.


**15. Applicable Law; Forum; Waiver of Jury Trial.** The parties agree that it is their intention and covenant that this Agreement, performance under this Agreement, and all suits and proceedings under this Agreement, be construed in accordance with, and under and pursuant to, the laws of the State of Texas without regard to its principles of conflicts of laws (and without regard to the jurisdiction in which the action or proceeding may be instituted). EACH PARTY WAIVES TRIAL BY JURY IN: (a) ANY SUIT OR ACTION BETWEEN THEM; OR (b) IN ANY SUIT OR ACTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT; OR (iii) IN SUIT OR ACTION RELATED TO EMPLOYER'S EMPLOYMENT

OF PIEREL. Red River County shall be the county of exclusive venue for any claim arising under or relating to the Agreement or the employment and/or separation from employment of Godwin by the District.

**IN WITNESS WHEREOF**, the parties have executed this agreement the day and year first above written.

**EMPLOYEE:**

By:

  
\_\_\_\_\_  
JAMES GODWIN

**EMPLOYER:**

**RED RIVER COUNTY APPRAISAL DISTRICT**

By:

Name:

Title: Board Chairman

**ATTEST:**

By:

  
\_\_\_\_\_  
Name:

Title: Secretary