

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE NORTH EAST TEXAS
REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 19-40

WHEREAS, the North East Texas Regional Mobility Authority (“NET RMA”) was created pursuant to the request of Gregg and Smith Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et seq.* (the “RMA Rules”); and

WHEREAS, the Board of Directors of the NET RMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, subsequent to the initial formation of the NET RMA the Counties of Cherokee, Rusk, Harrison, Upshur, Bowie, Panola, Titus, Van Zandt, Wood, Kaufman, Camp, and Cass joined the Authority and are represented on the Board of Directors; and

WHEREAS, in Resolution No. 16-39, dated April 27, 2016, the Board of Directors approved extending an offer of employment to serve as Executive Director of the NET RMA to Christopher R. Miller and authorized the Chair to negotiate an employment agreement therewith; and

WHEREAS, in Resolution No. 16-55, dated June 14, 2016, the Board of Directors approved an employment agreement with Christopher R. Miller and authorized the Chair to execute the agreement on behalf of the NET RMA (the “Agreement”); and

WHEREAS, the Agreement provides for annual review of the Executive Director’s performance and compensation; and

WHEREAS, the Personnel Committee has reviewed the Executive Director’s performance and has determined that the Executive Director’s performance merits an increase in compensation and that the Agreement should be amended to reflect that change, as set forth in the amendment attached as Attachment “A”.


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the amendment to the Agreement between Christopher R. Miller and the NET RMA, in the form or substantially the same form attached hereto as Attachment “A” and authorizes the Chair or her designee to execute such amendment on behalf of the Authority; and


BE IT FURTHER RESOLVED, that the Agreement may be further amended from time to time at the discretion of the Board of Directors.

Adopted by the Board of Directors of the North East Texas Regional Mobility Authority on the 8th day of October, 2019.

Submitted and reviewed by:

Approved:


C. Brian Cassidy
General Counsel for the North East
Texas Regional Mobility Authority


Linda Ryan Thomas
Chair, Board of Directors
Date Passed: 10/08/19
Resolution No. 19-40

**FOURTH AMENDMENT TO
EMPLOYMENT AGREEMENT
BETWEEN
NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY
AND
CHRISTOPHER R. MILLER**

This Fourth Amendment to the Employment Agreement between the North East Texas Regional Mobility Authority (“NET RMA”) and Christopher R. Miller (“Employee”) (hereinafter, the “Agreement”) is made for the purpose of amending Paragraph 4.1 of the Agreement. This Amendment shall be effective as of October 8, 2019 (the “Effective Date”).

Pursuant to action of the NET RMA Board of Directors on October 8, 2019, Paragraph 4.1 is amended to read as follows:

4.1 Base Salary.

(a) The base salary (“Base Salary”) payable to Employee shall be \$15,773.00 [~~15,167.00~~] per month (or \$189,280.00 [~~\$182,000.00~~] per year). The Base Salary shall be payable, less applicable withholding for federal and other required taxes, in bi-weekly installments or otherwise in such manner as the salaries of other employees of the NET RMA are paid in accordance with the NET RMA’s standard payroll procedures, but not less frequently than monthly.


(b) Employee’s performance and Base Salary shall be subject to annual review by the Board of Directors. At such time as the annual review is performed, this Agreement may be amended, renewed, or modified as a result of such review. Any compensation adjustment resulting from annual review of Employee’s Base Salary shall occur in accordance with the NET RMA budgeting cycle as established for all other NET RMA employees.


~~(c) Following Employee’s annual review, a lump sum payment (“Lump Sum”) of no more than four (4) percent of the Base Salary may be paid to Employee prior to commencement of services for the forthcoming year. The Lump Sum shall be a portion of the consideration for future services to be rendered by Employee for the forthcoming one (1) year period. The Lump Sum shall be part of, and not in addition to, the total Base Salary paid per year to Employee. If Employee’s services are terminated pursuant to Section 3.2 at any point during the one (1) year period following the payment of the Lump Sum, the Employee shall return a pro rata share of the Lump Sum to the NET RMA, to be calculated using the length of employment during the one (1) year period.~~

By their signatures below, the parties to the Agreement evidence their agreement to the amendment set forth above.

NORTH EAST TEXAS REGIONAL
MOBILITY AUTHORITY

EMPLOYEE


Linda Ryan Thomas,
Chair
Date: 10/10/2019


Christopher R. Miller
Date: 10/8/2019