

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

RESOLUTION NO. 16-55

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, and Kaufman joined the Authority and are represented on the Board of Directors; and

WHEREAS, the NET RMA requires the services of an Executive Director to oversee the day-to-day operations of the NET RMA; and

WHEREAS, in Resolution No. 15-45, dated October 13, 2015, the NET RMA Board of Directors authorized NET RMA staff to solicit applicants for the position of Executive Director consistent with the procedures set forth in Section 16 of the Policies and Procedures Governing Procurements of Goods and Services (the "Procurement Policies"); and

WHEREAS, following a national search for qualified candidates for the position of Executive Director of the NET RMA, the employment consulting firm assisting the NET RMA with the search process recommended three (3) candidates for consideration by 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

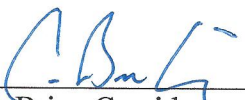
WHEREAS, the Chair has negotiated an employment agreement with Christopher R. Miller (the "Agreement"), attached hereto as Attachment "A".

NOW THEREFORE, BE IT RESOLVED, that the NET RMA Board of Directors approves the Agreement with Christopher R. Miller in the form or substantially the same form attached hereto as Attachment "A" and authorizes the Chair to execute the Agreement on behalf of the NET RMA; and

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

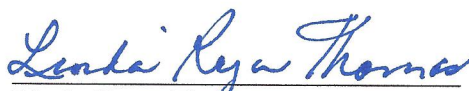
Adopted by the Board of Directors of the North East Texas Regional Mobility Authority on the 14th day of June, 2016.

Submitted and reviewed by:



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

Approved:



Linda Ryan Thomas
Chair, Board of Directors
Date Passed 06/14/16

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

THIS EMPLOYMENT AGREEMENT (this "Agreement") is effective as of the 27th day of June, 2016 (the "Effective Date"), by and among North East Texas Regional Mobility Authority ("NET RMA") and Christopher R. Miller ("Employee"). This Agreement hereby supersedes any other agreements or understandings, written or oral, between the NET RMA and Employee.

RECITALS

WHEREAS, the NET RMA requires the services of an Executive Director to oversee the day-to-day operations of the NET RMA; and

WHEREAS, in Resolution No. 15-45, dated October 13, 2015, the NET RMA Board of Directors authorized NET RMA staff to solicit applicants for the position of Executive Director consistent with the procedures set forth in Section 16 of the Policies and Procedures Governing Procurements of Goods and Services; and

WHEREAS, following a national search for qualified candidates, the NET RMA Employment Committee conducted interviews with three candidates for the position of Executive Director of the NET RMA and subsequently recommended Employee for the position; and

WHEREAS, in Resolution No. 16-39, dated April 27, 2016, the NET RMA Board of Directors approved extending an offer of employment to serve as Executive Director of the NET RMA to Employee and authorized the Chair to negotiate and execute an employment contract with Employee; and

WHEREAS, this Agreement sets forth the terms and conditions of Employee's employment with the NET RMA.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations contained herein, the NET RMA and Employee agree as follows:

AGREEMENT

1. Employment. The NET RMA agrees to employ Employee, and Employee agrees to be employed by the NET RMA, subject to the terms and conditions of this Agreement, beginning as of the Effective Date and continuing for the term hereof.

2. Duties. The NET RMA hereby employs Employee in the position of Executive Director of the NET RMA. Employee agrees to serve in such position and to perform diligently and to the best of his abilities the duties and services pertaining to such office as set forth in the

Policies and Bylaws of the NET RMA in effect on the Effective Date, as well as such additional duties and services appropriate to such office as the Board of Directors of the NET RMA (the "Board of Directors") may reasonably assign to Employee from time to time. Employee hereby accepts this employment upon the terms and conditions herein contained, and agrees to devote his time, attention, and efforts to promote and further the business of the NET RMA.

3. Term and Termination.

3.1. Term. Employee's employment under this Agreement is effective as of the Effective Date and will continue in effect until the fifth anniversary of the Effective Date, such that the Agreement will terminate on June 27, 2021, unless Employee's services are terminated in accordance with Section 3.2 (the "Term"). At the end of the Term, the parties may agree to renew, extend, or modify the Agreement, execute a new agreement, or terminate their relationship.

3.2. Termination of Employment. Employee's services under this Agreement may be terminated prior to the expiration of the Term as follows:

(a) Termination by Mutual Consent. This Agreement may be terminated at any time by the written mutual consent of the NET RMA and Employee.

(b) Termination by NET RMA for Cause. The NET RMA shall be entitled to terminate Employee's employment at any time for Cause (as defined below) by the delivery to Employee of a written notice of termination stating the effective date of termination and the basis upon which this Agreement is being terminated. In the event of a termination for Cause, Employee will be entitled to such Base Salary (as hereinafter defined), benefits, and other payments, if any, as have accrued under this Agreement through the effective date of termination, but will not be entitled to any other salary or benefits or other compensation after such date other than such benefits as are required to be extended by law.

As used in this Agreement, the term "Cause" means: (i) Employee's breach of any material obligations under this Agreement; (ii) Employee's gross negligence or willful misconduct in performance of the duties and services required of him pursuant to this Agreement; (iii) an act by Employee of dishonesty or breach of fiduciary duty involving personal profit; (iv) Employee's willful violation of any criminal law involving moral turpitude, (v) substance or alcohol abuse by Employee that materially impairs his ability to perform his duties as determined by a physician retained by the NET RMA, or the refusal of Employee to submit to an examination by such physician, (vi) material act or acts of dishonesty or disloyalty by Employee adversely affecting the NET RMA; or (vii) Employee's conviction for a felony.

(c) Termination by NET RMA without Cause. Employee's employment hereunder may be terminated by the NET RMA at any time without Cause by the delivery to Employee by the NET RMA of a written notice of termination. Upon such termination, Employee will be paid such Base Salary, benefits, and other payments, if any, as have accrued under this Agreement through the effective date of termination. In addition, if Employee's employment is terminated without Cause as provided in this Section 3.2(c) before the second anniversary of the Effective Date, Employee shall be entitled to receive as severance compensation the Base Salary for a period of twelve (12) months after the effective date of termination. If Employee's employment is terminated without Cause as provided in this Section

3.2(c) on or after the second anniversary of the Effective Date but before the fifth anniversary of the Effective Date, Employee shall be entitled to receive as severance compensation the Base Salary for a period of eight (8) months after the effective date of termination. If Employee's employment is terminated without Cause as provided in this Section 3.2(c) on or after the fifth anniversary of the Effective Date, Employee shall be entitled to receive as severance compensation the Base Salary for a period of six (6) months after the effective date of termination. Such severance pay shall be paid in a lump sum or other manner as agreed upon by the NET RMA and Employee.

4. Compensation. During the term of this Agreement, the NET RMA shall compensate Employee for all services rendered by Employee as follows:

4.1. Base Salary.

(a) The base salary ("Base Salary") payable to Employee shall be \$13,750.00 per month (or \$165,000 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.

4.2 Relocation Assistance. During the first year of the Agreement, the NET RMA shall reimburse Employee up to \$15,000 for expenses incurred to relocate his primary household to the NET RMA region or to secure and maintain living arrangements in the NET RMA region (the "Relocation Payment"). In the event that Employee resigns prior to the second anniversary of the Effective Date of this Agreement, the Relocation Payment must be repaid to the NET RMA in full within thirty (30) days of the effective date of the resignation.

4.3 Other Benefits. During the term of this Agreement, Employee shall be afforded the following benefits as incidences of his employment:

(a) Business Expenses and Education. The NET RMA will reimburse Employee for, or pay on behalf of Employee, reasonable and appropriate expenses incurred by Employee for business related purposes, including expenses incurred in Employee's attendance at conferences/seminars deemed beneficial for both his professional growth and development and that of NET RMA. Membership dues and fees to approved professional associations and organizations will be reimbursed by the NET RMA subject to approval by the Board of Directors. Employee shall report on NET RMA-related travel during regular meetings of the Board of Directors.

(b) Insurance Coverage. Employee and, to the extent applicable, Employee's family, dependents, and beneficiaries, shall be allowed to participate in all medical, dental, vision, and other related benefits, plans, and programs, including improvements or

modifications of the same, which are now, or may hereafter be, available to employees of the NET RMA generally.

(c) Retirement Benefits; Workers' Compensation. Employee shall be entitled to coverage under the retirement and pension plans of the Texas County and District Retirement System ("TCDRS"). Employee shall have workers' compensation benefits as administered by the Texas Municipal League Intergovernmental Risk Pool. Employee shall also be entitled to participate in any other retirement or deferred compensation plans established by the NET RMA, including improvements or modifications of the same, which are now, or may hereafter be, available to employees of the NET RMA generally.

(d) Reimbursements and Car Allowance. The NET RMA will reimburse Employee for all permissible business travel and other out-of-pocket expenses reasonably incurred by Employee in the performance of his services pursuant to this Agreement. All reimbursable expenses shall be appropriately documented in reasonable detail by Employee upon submission of any request for reimbursement, and in a format and manner consistent with the NET RMA's expense reporting policy. The NET RMA shall provide Employee with a monthly car allowance in the amount of \$750 for the purchase and/or lease of an automobile for employment and personal use.

(e) Technology Equipment. The NET RMA shall issue the Employee a cellular telephone, personal computer, and any other technology equipment (collectively, "Equipment") which the NET RMA determines is required for the Employee's performance of his duties as the Executive Director of the NET RMA. All Equipment remains the property of the NET RMA, shall be used as for the purposes of conducting the business of the NET RMA, and shall be returned to the NET RMA within seven (7) days following the termination of this Agreement. Employee shall promptly report lost, stolen, or damaged Equipment to the Chair of the NET RMA Board of Directors.

(f) Vacation, Sick, and Personal Leave; Flexible Scheduling. Employee shall be entitled to annual paid vacation, sick, and personal leave as is available to employees of the NET RMA generally. Vacation leave must be taken at a time and in a manner consistent with Employee's duties hereunder. Subject to the approval of the Board of Directors, Employee shall be allowed to establish flexible scheduling of his working hours; provided, however, that Employee shall work a minimum of forty (40) hours per week (except for weeks in which sick leave or vacation leave is used or weeks including a holiday).

(g) Holidays. Employee shall be entitled to paid holidays as determined annually for all NET RMA employees.

(h) Physical/Substance Screening Examination. Employee, from time to time, may be required to complete a physical examination that will include controlled substance (drug) and alcohol screening tests. Such examinations/tests will be paid for and conducted by a physician(s) or organization of the Board of Director's selection/designation.

5. Miscellaneous.

5.1. Termination Right. As a salaried employee, Employee's employment is "at-will." The NET RMA retains sole discretion to terminate Employee's employment, with or without Cause, subject to the provisions herein.

5.2. Governing Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Texas, as applied to contracts made and performed within the State of Texas, without regard to principles of conflicts of law.

5.3. Arbitration. Disagreement or questions of interpretation or conflict regarding this Agreement shall be resolved first through use of a mutually agreed upon Mediator between Employee and the NET RMA. Should mediation fail to produce satisfactory results, then the parties agree to settlement of differences of interpretation through use of a registered Arbitrator, designated by the American Arbitration Association and its standard practices. Efforts of the mediation and arbitration processes will be fully utilized prior to any civil redress of issues.

5.4. Entirety; Amendments; Waivers. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. Employee hereby represents and warrants to the NET RMA that there are no other oral or written understandings or agreements between Employee and the NET RMA. This Agreement may be amended or modified only in writing executed by Employee and the NET RMA. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a continuing waiver unless otherwise expressly provided.

5.5. Attorney's Fees. In the event that either party is required to obtain the services of an attorney in order to enforce any right or obligation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from the other party.

5.6. Assignability; Binding Nature. Neither this Agreement nor any right, duty, obligation, or interest hereunder may be assigned or delegated by one party hereto without the prior written consent of the other party hereto. This Agreement is binding upon, and shall inure to the benefit of the NET RMA and Employee and their respective successors, permitted assigns, and representatives.

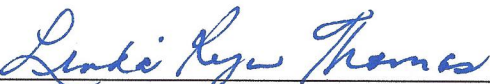
5.7. Headings. The headings of paragraphs contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

5.8. Severability. If any provision of this Agreement is inoperative or unenforceable for any reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, paragraphs, or subparagraphs of this Agreement shall not affect the remaining portions of this Agreement.

5.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement indicating approval by the NET RMA and acceptance by the Employee as of the Effective Date indicated above.

NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY

By: 
Linda Ryan Thomas
Chair

EMPLOYEE

Christopher R. Miller