

STATE OF TEXAS §
§ EMPLOYMENT AGREEMENT
COUNTY OF DENTON §

This Employment Agreement (the “Agreement”) is made by and between the Denton County Transportation Authority (“DCTA”) and Paul Cristina (“Cristina”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, the Board of Directors desires to employ the services of Cristina as Chief Executive Officer of DCTA; and

WHEREAS, Cristina desires to serve as Chief Executive Officer of DCTA; and

WHEREAS, it is the desire of DCTA to provide certain benefits, establish certain conditions of employment and working conditions for Cristina as Chief Executive Officer of DCTA as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

Article I
Duties

DCTA hereby employs Cristina as Chief Executive Officer of DCTA to perform the functions and duties customarily performed by persons acting in the capacity as Chief Executive Officer of a public transit or transportation agency or authority, and those duties and functions as may be prescribed from time to time by DCTA Board of Directors. This shall include, but is not limited to, the supervision of DCTA office, personnel and staff, presentations to, and attendance at, national, regional and state agency meetings, including but not limited to the North Central Texas Council of Governments, the Regional Transportation Commission, related conferences and such other meetings as may be directed by DCTA Chairperson, attendance at DCTA Board of Director meetings, DCTA Executive Committee meetings and other DCTA committee meetings as necessary.

Article II
Term; Termination

2.1. The Initial Term of this Agreement is for a period of two (2) years and two (2) months beginning September 22, 2022 (the “Effective Date”), through and including November 22, 2024. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Directors of DCTA to terminate the services of Cristina as Chief Executive Officer at any time, with or without cause, subject to the terms of the Agreement.

2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Cristina to resign at any time from the position of Chief Executive Officer of DCTA with ninety (90) days prior written notice thereof, unless waived by the Board of Directors. Cristina acknowledges that he is an “at will” employee and may be terminated at any time subject to the terms and conditions of this Agreement.

Article III Salary and Compensation

3.1 Effective September 22, 2022, DCTA agrees to pay Cristina for the services rendered pursuant to this Employment Agreement an annual base salary of Two Hundred Thirty Thousand Dollars (\$230,000.00) payable in installments on the fifteenth (15th) day or nearest work day and on the last work day of every month, at the same time as other employees of DCTA are paid. The base salary is subject to all applicable local, state or federal taxes, including, but not limited to, withholding taxes such as FICA or similar charges including, if applicable, any required employee contributions to any type of retirement plan or accident, life and health plan then in effect for the benefit of DCTA employees, or as otherwise authorized by Cristina.

3.2 DCTA agrees to provide Cristina a car allowance of Six Hundred Dollars (\$600.00) per month.

3.3 DCTA agrees to provide Cristina a cellular telephone allowance of One Hundred Fifty Dollars (\$150.00) per month.

3.4 Cristina shall be entitled to compensation adjustment at the end of Year 1 of this Agreement based on Cristina’s performance against goals and objectives as defined in Article V below. Only a rating of “Meets Expectations” or higher shall warrant compensation adjustment. Compensation adjustment shall, at minimum, match the increase budgeted for the DCTA staff.

Article IV Termination; Severance Pay

4.1 **Termination Without Cause.** DCTA may terminate this Agreement prior to the expiration of the Term at any time, without cause, upon thirty (30) days prior written notice to Cristina. In the event of termination by DCTA without cause, Cristina shall be entitled to receive expenses for severance equal to six (6) months of base salary as the sole and exclusive termination remedy. DCTA agrees to pay Cristina COBRA payments for a period of six (6) months from the date of termination without cause. However, should Cristina become eligible for medical benefits from a subsequent employer during the six (6) months, DCTA will no longer be required to pay Cristina’s COBRA payments pursuant to this Section 4.1. Terms of severance payout under this Section 4.1 shall be negotiated by the parties at the time of termination.

4.2 **Termination for Cause.** DCTA may terminate Cristina at any time, for cause, as set forth herein. In the event of termination for cause Cristina shall be entitled to all compensation earned through the date of termination. Cristina shall not be entitled to severance pay or other

compensation. For the purposes of this Agreement, "cause" shall mean and include, but is not limited to, any of the following:

- (a) Breach of any term or condition of this Agreement;
- (b) Disloyal conduct reasonably calculated to cause harm to the DCTA;
- (c) Dishonest or illegal conduct;
- (d) Knowing or negligent violation of any rule or law which causes harm to DCTA, including damage to the reputation of DCTA;
- (e) Knowing or negligent violation of any DCTA Board directive, DCTA policy, standard or procedure;
- (f) Fraud upon any person or entity with which the Authority does business;
- (g) Conviction, including probation or deferred adjudication, deferred disposition of a felony or crime involving moral turpitude;
- (h) Gross misconduct;
- (i) Falsification of any records kept or maintained for the benefit of DCTA;
- (j) An order by any court of competent jurisdiction restraining, preventing, or otherwise impairing Cristina's ability to perform the duties and responsibilities under this Agreement; or
- (k) Any act of incompetence, official misconduct, or intoxication on or off duty caused by the consumption of an alcoholic beverage or controlled substance.

Article V Performance Evaluation

5.1 DCTA shall develop goals and objectives for the CEO's performance in the upcoming Fiscal Year.

5.2 DCTA shall create a CEO evaluation policy prior to the Board's midyear performance review of Cristina. DCTA shall provide a midyear performance review and an annual performance review of Cristina each calendar year during the term of this Agreement. DCTA shall provide Cristina with a written evaluation for the annual evaluation during the Term of this Agreement. The written annual performance evaluation shall include at a minimum an overall performance rating given by DCTA of "Exceeds Expectations," "Meets Expectations," or "Not Meeting Expectations" based on his performance against annual goals and objectives.

Article VI

Expenses

Cristina shall be reimbursed in accordance with DCTA policies for expenses incurred in the conduct of DCTA business, including but not limited to the hosting of business meetings.

Article VII

Vacation; Sick Leave and Other Benefits

7.1 In addition to the benefits provided in this Agreement, all provisions of DCTA relating to health care, sick leave, retirement, holidays and other fringe benefits and working conditions as they now exist or may be amended, shall also apply to Cristina as Chief Executive Officer, as such would apply to other employees of DCTA, insofar as those provisions, rules and regulations are not inconsistent with this Agreement. Accrued sick leave shall be in accordance with DCTA policies. Vacation time may not be accumulated and must be used during the twelve-month period earned based on DCTA policies. Upon termination Cristina is entitled to compensation for accrued vacation days and sick leave in accordance with the then current DCTA policies.

7.2 Cristina shall be allowed to carry over two (2) additional weeks of vacation from his position as Interim Chief Executive Officer or be allowed to sell back the two (2) additional weeks at the Interim Chief Executive Officer compensation rate.

Article VIII

Professional Development

8.1 DCTA hereby agrees to budget for and to pay the travel and subsistence expenses of Cristina for professional and official travel, meetings and occasions adequate to continue the professional development of Cristina and to adequately pursue necessary official and other functions for DCTA.

8.2 DCTA also agrees, subject to DCTA budget approval, to pay for the travel and subsistence expenses of Cristina for short courses, institutions, and seminars that are necessary for his professional development and for the good of DCTA.

8.3 DCTA agrees, subject to DCTA budget approval, to pay professional dues and subscription fees for Cristina necessary for continuation and full participation, including the holding of office responsibility in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement deemed appropriate by DCTA Board.

8.4 DCTA agrees, subject to DCTA budget approval, to pay professional licensure fees and reasonable continuing education expenses needed for maintenance of licensure as a Texas Professional Engineer.

Article IX

Other Terms and Conditions

9.1 **Full-Time Employment.** Cristina shall devote his full time (except for reasonable vacation time and absence for any sickness or disability) to the performance of the duties and responsibilities as set forth herein. Cristina agrees to remain in the exclusive employ of DCTA, and neither to accept other employment nor to become employed by any other employer. The term “employed” shall not be construed to include occasional teaching, writing, civic, charitable, and professional or trade activities, with approval of the Board of Directors provided such activities do not interfere with the performance of Cristina’s duties under this Agreement. However, Cristina shall be permitted to serve in an advisory capacity on boards and commissions as long as his service does not interfere with his duties under this Agreement or are in conflict with DCTA policy.

9.2 **Non-Solicitation of DCTA Employees.** For a period of one (1) year following termination of Cristina's employment, Cristina shall not, directly or indirectly, solicit, encourage, induce or attempt to induce any DCTA employee to terminate such person’s employment with DCTA.

**Article X
Notices**

Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to DCTA or Cristina as the case may be at the address set forth below the signature of the Party.

**Article XI
Entire Agreement**

This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting this subject matter.

**Article XII
Successors and Assigns**

This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**Article XIII
Recitals**

The recitals to this Agreement are incorporated herein.

**Article XIV
Governing Law**

This Agreement is governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State DCTA Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

**Article XV
Amendment**

This Agreement may be amended by the mutual written agreement of the Parties.

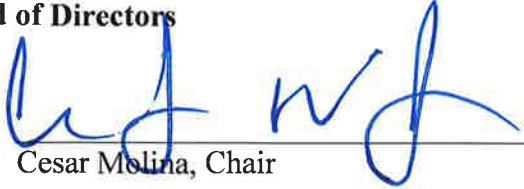
**Article XVI
Legal Construction**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.


(signature page to follow)

EXECUTED this 22 day of September, 2022.


**Denton County Transportation Authority
Board of Directors**

By: 
Cesar Molina, Chair

Attest:

By: 
Dianne Costa, Secretary

Approved as to Form

By: 
Joseph J. Gorfida, Jr., General Counsel
(09-22-2022: TM131464)

EXECUTED this 22 day of SEPTEMBER, 2022.

Paul Cristina

By: 
Name: Paul Cristina
Address: 2124 STANFORD DR
FLOWER MOUND TX 75022