

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

THIS EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective the 5th day of June 2026, by and between the North Central Texas Council of Governments (NCTCOG) and Todd Little (Executive Director).

WITNESSETH:

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region; and,

WHEREAS, NCTCOG is a voluntary association of, by and for local governments established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development; and,

WHEREAS, Todd Little was initially hired as NCTCOG's Executive Director effective May 15, 2025, and has been serving in such capacity since that time without an employment contract; and,

WHEREAS, on May 28, 2026, after conducting the annual performance review of the Executive Director, the Executive Board authorized the offer of an employment contract to Todd Little, Executive Director, and if accepted, authorized the President of the Executive Board to execute such contract in substantial conformity with the terms approved at said meeting, including a severance provision in conformity with Texas Local Government Code § 180.011; and,

WHEREAS, Texas Local Government Code §180.011 governs and restricts severance payments made by political subdivisions, including NCTCOG; and,

WHEREAS, the NCTCOG desires to comply fully with all requirements, limitations, and prohibitions of §180.011 when providing severance benefits to the Executive Director; and,

NOW, THEREFORE, the NCTCOG and the Executive Director agree as follows:

I. Term

1.1 Term. The term of this Agreement shall be for a term of one (1) year beginning on May 28, 2026 and ("Commencement Date") and ending on May 27, 2027, provided, however, that the term of this Agreement shall be subject to earlier termination as further defined herein. It is also understood and agreed that this Employment Agreement shall be reviewed annually in accordance with the provisions of § V. PERFORMANCE EVALUATION below.

1.2 Extension. The NCTCOG Executive Board reserves the right to extend the terms of the contract for an additional year, or negotiate a new contract, as may be agreeable between the parties in accordance with the provisions of § V of this Agreement below.

II. Employment

2.1 Chief Executive Officer. The Executive Director is the chief executive officer of NCTCOG and shall faithfully perform the duties of the Executive Director as prescribed in the job description, as set forth in the NCTCOG Bylaws, and, as may be lawfully assigned by the Executive Board (collectively the "Executive Director's Duties"). Further, the Executive Director shall comply with

(collectively "Applicable Laws and Authorities"): state and federal law and regulations; federal and state funding agreements; other applicable agreements; the NCTCOG Bylaws; all NCTCOG policies, rules, and regulations as they exist or may hereinafter be amended; and, all lawful Executive Board directives. All duties assigned to the Executive Director by the Executive Board shall be appropriate to and consistent with the professional role and responsibility of the Executive Director position.

2.2 Duties. The Executive Board does hereby employ Todd Little as Executive Director to perform the Executive Director's Duties in accordance with and pursuant to all Applicable Laws and Authorities and each of the following duties to the full extent not prohibited by or in material conflict with any existing provisions of Applicable Laws and Authorities:

- a. Employ, on behalf of the NCTCOG, all other employees of the NCTCOG.
- b. Direct, assign, reassign and evaluate all of the employees of the NCTCOG.
- c. Organize, reorganize, and arrange the staff of the NCTCOG.
- d. Develop and establish internal policies, rules, and procedures which the Executive Director deems necessary for the efficient and effective operation of the NCTCOG.

The Executive Director shall perform the Executive Director's Duties with reasonable care, diligence, skill, and expertise.

2.3 Reassignment. The Executive Director cannot be reassigned from the position of Executive Director to another position without the Executive Director's prior express written consent.

2.4 Executive Board Meetings. Except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the Executive Director or the Executive Director's designee shall attend, and shall be permitted to attend, all meetings of the Executive Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on this Agreement, or any amendment thereto, the Executive Director's evaluation, or for purposes of resolving conflicts between individual Executive Board members.

2.5 Criticisms, Complaints, and Suggestions. The Executive Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Executive Board's attention to the Executive Director for study and/or appropriate action, and the Executive Director shall refer the matter(s) to the appropriate NCTCOG employee or shall investigate such matter(s) and inform the Executive Board of the results of such efforts, unless otherwise required by NCTCOG policies and procedures.

2.6 Appropriation. The Executive Board has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and otherwise unappropriated funds of the NCTCOG in an amount sufficient to fund and pay all financial obligations of the NCTCOG pursuant to this Agreement.

2.7 Hours of Work. The Executive Director acknowledges the proper performance of the Executive Director's Duties require the Executive Director to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Executive Director agrees to devote such additional time as is necessary for the full and proper performance of the Executive Director's Duties and that the compensation herein provided includes compensation for the performance of all such services. However, the NCTCOG intends that

reasonable time off be permitted the Executive Director, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the Executive Director. The Executive Director will devote full time and effort to the performance of the Executive Director's Duties, and shall remain in the exclusive employ of the NCTCOG during the term of this Agreement; provided that, with the prior consent of the Executive Board, the Executive Director may accept outside professional employment which does not interfere with the Executive Director performing the Executive Director's Duties hereunder. The term "outside professional employment" means professional services provided to third parties for which the Executive Director is compensated and which are performed on the Executive Director's time off.

III. Compensation

3.1 Salary. NCTCOG shall provide the Executive Director with an annual salary in the sum of Two Hundred Fifty-Seven Thousand, Five Hundred Dollars (\$257,500.00). This annual salary rate shall be paid to the Executive Director in equal installments on the schedule as other NCTCOG employees and shall be paid net of any applicable withholding or deductions required by the Applicable Laws and Authorities.

3.2 Salary Adjustments. At any time during the term of this Agreement, the Executive Board may, in its discretion, review and adjust the salary of the Executive Director, but in no event shall the Executive Director be paid less than the salary set forth in Paragraph 3.1 of this Agreement, except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to lawful Executive Board resolutions or actions pursuant to properly posted open meetings. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

3.3 Paid Leave – Vacation, Sick/Personal and Holiday. The Executive Director may take, at the Executive Director's choice up to 160 hours of vacation during the term of this Agreement to be accrued on the same basis as employees of the NCTCOG. Such leave may be taken in a single period or at different times. This is in addition to any vacation hours accrued as of the execution of this Agreement. The vacation leave taken by the Executive Director will be taken at such time or times as will least interfere with the performance of the Executive Director's Duties. The Executive Director is hereby granted the same sick/personal leave benefits as authorized under NCTCOG's personnel policies for other employees. The Executive Director shall observe the same legal holidays as provided for in NCTCOG's personnel policies.

3.4 Benefits - General. Unless expressly provided otherwise in this Agreement, in addition to those benefits specifically set forth herein, the Executive Director shall be entitled to the same benefits that are provided under NCTCOG's personnel policies for other employees.

3.5 Insurance – Health. The NCTCOG agrees to pay the premiums for health, hospitalization, vision, dental and comprehensive medical insurance for the Executive Director pursuant to the group health care plan provided under NCTCOG's personnel policies for other employees.

3.6 Retirement Benefit. The NCTCOG agrees to enroll the Executive Director into the applicable state or local retirement system and to make at least the same level of contributions for the Executive Director or on the Executive Director's behalf provided under NCTCOG's personnel policies as for other employees.

3.7 Expenses. The NCTCOG shall pay or reimburse the Executive Director for reasonable expenses incurred by the Executive Director in the continuing performance of the Executive Director's duties under this Agreement in accordance with NCTCOG policies. The NCTCOG agrees to pay the

actual and incidental costs incurred by the Executive Director for travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the NCTCOG. The Executive Director shall comply with all procedures and documentation requirements in accordance with Applicable Laws and Authorities.

3.8 Bonds. The NCTCOG shall bear the full cost of any fidelity or other bonds required of the Executive Director under any law or ordinance.

IV. Professional Growth

4.1 Professional Dues and Subscriptions. The NCTCOG agrees to budget for and to pay for professional dues and subscriptions of the Executive Director necessary for continuation and full participation in national, state, regional, and local associations and organizations as necessary and/or desirable for the good of the NCTCOG through the Executive Director's continued professional participation, growth, and advancement.

4.2 Professional Development Travel. The NCTCOG agrees to budget for and to pay for travel and subsistence expenses of the Executive Director for professional and official travel and meetings to adequately continue the professional development of the Executive Director and to pursue necessary official functions for the NCTCOG, including but not limited to the ICMA Annual Conference, the Texas Municipal League, the Texas City Management Association, and such other national, regional, state and local governmental groups and committees in which the Executive Director is a member.

4.3 Professional Continuing Education. The NCTCOG also agrees to budget for and to pay for travel and subsistence expenses of Executive Director for short courses, institutes, and seminars that are necessary and/or desirable for the good of the NCTCOG through the Executive Director's professional development.

4.4 Non-Partisan. All professional growth activities authorized under this Section are limited to non-partisan events and activities and must comply with NCTCOG's policies.

V. Performance Evaluation

5.1 Evaluation Process. The Executive Board shall review the Executive Director's job performance at least once annually with the first review being in May 2026, and subsequent annual reviews to occur during the month of May of each year thereafter unless the parties agree otherwise. The annual performance reviews and evaluations shall be in accordance with criteria and format developed jointly by the Executive Board and the Executive Director. The Executive Board shall provide the Executive Director a reasonable and adequate opportunity to discuss with the Executive Board and/or respond to the Executive Director's evaluation.

5.2 Confidentiality. Unless the Executive Director expressly requests otherwise in writing, except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the evaluation of the Executive Director shall at all times be conducted in closed session of the Executive Board and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Executive Board or the Executive Director from sharing the content of the Executive Director's evaluation with their respective legal counsel.

5.3 Modification of Evaluation Process. In the event the Executive Board determines that the

evaluation instrument, format, and/or procedure are to be modified by the Executive Board, and such modifications would require new or different performance expectations, then the Executive Director shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

VI. Termination

6.1 Termination Events. This Agreement shall terminate upon any of the following:

- a. Mutual agreement of the Executive Board and Executive Director in writing and signed by them;
- b. Retirement or death of the Executive Director;
- c. Resignation by the Executive Director;
- d. Termination of Executive Director's Employment for "misconduct" (as defined below);
or
- e. Expiration of the term of this Agreement.

6.2 Resignation Notice. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of employment, then Employee shall give Employer two months' notice in advance, unless the parties otherwise agree.

6.3 In the event of termination, the Executive Director agrees to assist in any transition, if requested by the Executive Board.

VII. Severance

7.1 Eligibility for Severance. The Executive Director shall be eligible for severance benefits under this Agreement only if: (a) the Executive Board votes to terminate the Executive Director's employment; and (b) such termination is not based on misconduct, as defined herein. These severance benefits are an additional consideration for the waiver and release provision set forth in 7.9 below and otherwise are not provided for by any compensation by the existing employee.

7.2 No Severance for Resignation. The Executive Director shall not be entitled to severance if he: (a) resigns voluntarily; (b) retires; or (c) resigns in lieu of termination.

7.3 No Severance for Death or Incapacity. No severance shall be owed if the Executive Director's separation is due to death or incapacity.

7.4 Severance Pay. If eligible, the Executive Director shall receive severance equal to twenty (20) weeks of the Executive Director's annual base salary, calculated as of the effective date of termination. This amount is the maximum permitted by Texas Local Government Code §180.011.

7.5 Form and Timing of Payment. Severance shall be paid: (a) in a lump sum; (b) within thirty (30) days of the effective date of termination; and (c) less all legally required withholdings.

7.6 Accrued Leave and Earned Balances. Upon separation, the Executive Director shall be entitled to payment of accrued vacation leave, and any other earned leave balances in accordance with NCTCOG's personnel policies in effect on the date of separation. These payments shall be

made separately from severance, shall be calculated pursuant to NCTCOG policy, and shall not be considered severance pay. Payments for accrued vacation, or other earned balances constitute compensation earned under NCTCOG policy and are separate from, and in addition to, the severance benefits provided in this Section. These earned-balance payments do not count toward the severance cap established by Texas Local Government Code § 180.011.

7.7 No Other Severance or Separation Benefits. The Executive Director is entitled only to the severance benefits expressly provided herein. No other severance payments, bonuses, continued compensation, or additional severance-related benefits are permitted.

7.8 No Severance for Cause. If the Executive Board terminates the Executive Director based on misconduct as defined herein, no severance shall be paid.

7.9 Release Required. The Executive Director's receipt of severance is conditioned upon execution of a standard release of claims acceptable to the NCTCOG General Counsel and consistent with federal and Texas law.

7.10 No Severance for Pending Matters. If, at the time of termination, the Executive Director is: (a) under indictment; (b) subject to pending criminal prosecution; (c) the subject of a pending civil-rights lawsuit alleging personal liability; or (d) the subject of a pending investigation for violation of NCTCOG policies; NCTCOG may withhold severance pending final adjudication. If misconduct is found, no severance may be paid.

7.11 Posting Requirement. Pursuant to Texas Local Government Code §180.011, the NCTCOG shall prominently post this Agreement on the NCTCOG's public website: (a) on the homepage or a clearly identifiable subpage; and (b) at any time severance is paid under this Agreement.

VIII. Misconduct

8.1 Statutory Requirement. Texas Local Government Code §180.011 prohibits NCTCOG from paying severance if the Executive Director is terminated or separated due to misconduct.

8.2 Definition of Misconduct. For purposes of this Agreement, "misconduct" has the same meaning as defined under Texas Local Government Code §180.11(a)(1) as follows:

"Misconduct means an act or omission by an employee of a political subdivision in the performance of the employee's duties that the governing body of the political subdivision determined to be misconduct. The term includes any finding of criminal conduct."

8.3 Determination of Misconduct. A finding of misconduct for purposes of this Agreement may be made by: (a) a final court judgment; or (b) a factual finding by the Executive Board, supported by evidence, that misconduct occurred. If any of the above occurs, the Executive Director is not eligible for severance.

IX. General Provisions

9.1 Complete Agreement. This Agreement sets forth and establishes the entire understanding between NCTCOG and the Executive Director relating to the employment of the Executive Director by NCTCOG. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written signed agreement may amend any provision of this Agreement during the term of this Agreement; such amendments shall be incorporated and made a part of this Agreement.


9.2 Binding Effect. This Agreement shall be binding on the NCTCOG and the Executive Director as well as their heirs, assigns, executors, personal representatives and successors in interest.

9.3 Savings Clause. If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court or arbitrator making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

9.4 Conflicts. In the event of any conflict between the terms, conditions and provisions of this Agreement and the Applicable Laws and Authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Applicable Laws and Authorities during the term of this Agreement.

9.5 Controlling Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Tarrant County, Texas, unless otherwise provided by law.

North Central Texas Council of Governments

Signed by:

_____ Date 6/5/2026
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Victoria Johnson
President, NCTCOG Executive Board

Todd Little


_____ Date 6/5/26
Todd Little, Executive Director