EMPLOYMENT AGREEMENT

1. Preamble

This Employment Agreement ("Agreement") is entered into between the Fire Commission, City of Portsmouth, New Hampshire (hereinafter the "Commission") and Scott Egan (hereinafter "Employee"). This Agreement is null and void unless approved by the Portsmouth City Council.

2. Employment, Term, and Domicile Requirement

The Commission agrees to employ the Employee and the Employee agrees to accept employment in the position of Deputy Fire Chief for the City of Portsmouth ("the City") for a three (3) year term commencing on August 1, 2026 and ending on July 31, 2029. The Commission and the Employee acknowledge that this is a full-time, year-round position including extensive obligations in the evenings and on weekends. The Employee agrees to devote the Employee's professional efforts to the successful fulfillment of these responsibilities to the Commission and to the City.

The Employee will be required to maintain a domicile within fifteen (15) miles of Portsmouth, New Hampshire throughout the term of this Agreement. The Employee's failure to comply with this requirement may, at the sole option of the Commission, be considered grounds for termination for cause, as per the provisions of Section 5 below.

3. Salary

Retroactive to August 1, 2026, the Employee's base salary will be set at **one hundred and thirty thousand dollars and no cents ($130,000.00)**. This base salary will be payable in no fewer than twenty-six (26) regular installments and subject to such deductions as may be authorized by the Employee or as may be required by law. On August 1, 2027, and August 1, 2028, a COLA percentage increase will be applied to the Employee's base salary. The COLA percentage increase will be the ten-year rolling average of the annual CPI-U for the Boston-Cambridge-Newton—all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for November to November. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS. These July 1, 2027 and July 1, 2028 COLA percentage increases will have a floor of 2.0% and a cap of 5.0%.

4. Termination for Cause

This Agreement may be terminated by the Commission at any time for cause, i.e., failure on the part of the Employee to comply with any term or condition of this Agreement, the laws, rules and regulations of the State of New Hampshire, or the rules and regulations of the Commission, or the City of Portsmouth; or malfeasance, misfeasance, nonfeasance, or insubordination in carrying out the responsibilities of the position as specified in the Municipal Charter of the City of Portsmouth or as directed by the Commission.

Termination for Cause shall take place only following written notification specifying the reasons for termination. Unless the Employee submits to the Commission, within twenty (20) days of receipt of such notification, a written request for a hearing before the Commission, the Agreement shall be considered terminated as of the date which falls thirty (30) days after the Employee's receipt of notification. If the Employee requests a hearing, the Commission shall hold this hearing within twenty (20) days after receipt of such request. The Commission shall render a written decision to the Employee within ten (10) days of the hearing. In the event of a Termination for Cause, the Employee shall receive no severance and no further compensation beyond the last day worked.

5. Termination with Severance Payment

If at any time the Commission in its discretion shall so determine, the Commission may, without cause and with or without prior notice, relieve the Employee of duties under this Agreement. In such event, the Employee shall be entitled to severance benefits. Such severance benefits shall be six (6) month's base salary or the balance of the contract, whichever is less. As is set forth above in Section 4, if the termination is for cause, the Employee shall not be entitled to severance benefits. Severance benefits shall not be paid upon the voluntary resignation of the Employee.

6. Termination by Mutual Consent/Voluntary Resignation

This Agreement may be terminated at any time by mutual consent of the Commission and the Employee or by voluntary resignation of the Employee. In the event the Employee voluntarily resigns before the expiration of the term of this Agreement or any renewal thereof, the Employee shall give the Commission thirty (30) days written notice in advance of such resignation. In the event of voluntary resignation, the Employee shall not be eligible for severance benefits.

7. Severance Constitutes Release

The acceptance by the Employee of the severance benefits provided under this Agreement shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that the Employee may have against the Commission, the City of Portsmouth, and the employees, elected or appointed officials, officers, agents, representatives, and attorneys of such entities.

8. Benefits

Except as otherwise provided herein, the Employee's fringe benefits will be established by the collective bargaining agreement currently in place between the City and the Portsmouth Professional Management Association. The exceptions shall be described in detail in Section 9 below.

9. <u>**Exception to Benefits in Section 8**</u>

In lieu of or in addition to the benefits identified above, the Employee will also be entitled to the following:

a. The Employee will be provided with a suitable automobile for use in the performance of the duties of Deputy Fire Chief. Recognizing that the Deputy Fire Chief is on-call at all times it is understood that the automobile may also be used for personal business.

b. During the term of this Agreement, the Employee will receive an annual stipend, equal to five percent (5%) of base salary, contingent on maintaining a valid paramedic license, in good standing.

c. Subject to budgetary constraints, the Commission agrees to cover the cost of tuition and textbooks for courses and/or other classes that would provide for improved job performance as part of a career development program Prior approval by the Commission of any courses is required. If the Employee fails to successfully complete the course and/or class with a final passing grade, the Employee will be required to reimburse the Commission for the entire cost of tuition and textbooks.

d. The Employee will be paid an annual clothing/uniform allowance of six hundred dollars ($600.00).

THE UNDERSIGNED PARTIES HEREBY AGREE:

Dated: 8/11/2026

For the Commission:

Employee:

Approved by vote of The Portsmouth City Council on September 14, 2026