

EMPLOYMENT AGREEMENT

1. Preamble

This Agreement is entered into between the Police Commission, City of Portsmouth, New Hampshire (hereinafter called "Commission") and Mark Newport (hereinafter called "Employee"). This Agreement is null and void unless approved by the Portsmouth City Council.

2. Term, Domicile, And Successor Agreement

The Commission agrees to employ the Employee and the Employee agrees to accept employment in the position of Chief of Police of the City of Portsmouth, New Hampshire for a term commencing on February 1, 2024, and ending on January 31, 2029. The parties may, by written agreement executed by both parties and approved by the Portsmouth City Council, agree to extend the term of this Agreement. 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 his professional efforts to the successful fulfillment of the responsibilities of Chief of Police as described by New Hampshire Statute, the Charter of the City of Portsmouth, the rules and regulations of the Portsmouth Police Department, and as reasonably directed by the Commission.

The Employee will be required to maintain his primary domicile in Portsmouth, New Hampshire throughout the term of this Agreement. The Employee's failure to comply with this requirement will be grounds for termination for cause as per the provisions of Section 5 below.

If either the Employee or the Police Commission are not interested in pursuing a successor agreement, this Agreement will automatically expire on January 31, 2029, and the Employee will not be entitled to the severance benefits described in Section 6 below. If the Employee is interested in pursuing a successor agreement, the Employee will notify the Police Commission of such interest, in writing, between March 1, 2028, and March 31, 2028. Upon receipt of this written notice of interest from the Employee, if the Police Commission is not interested in pursuing a successor agreement, this Agreement will automatically expire on January 31, 2029, and the Employee will not be entitled to the severance benefits described in Section 6 below. If, however, upon receipt of this written notice of interest from the Employee, the Police Commission is also interested in pursuing a successor agreement, the parties will begin good faith negotiations on a successor agreement and will continue such good faith negotiations until June 1, 2028. If a successor agreement has not been reached by June 1, 2028, either party may then terminate good faith negotiations by providing a written notice of termination to the other party by June 30, 2028. Such written notice of termination will result in this Agreement automatically expiring on January 31, 2029, and the Employee will not be entitled to the severance benefits described in Section 6 below. If, however, neither party provides a written notice of

termination, and the parties instead continue good faith negotiations past June 30, 2028, if those good faith negotiations do not result in a successor agreement, this Agreement will still automatically expire on January 31, 2029, but the Employee will then be entitled to the severance benefits described in Section 6 below.

3. Base Salary

Effective February 1, 2024, the Employee will be paid an annual base salary of one hundred seventy-five thousand dollars (\$175,000.00), subject to such deductions as may be authorized by the Employee and/or as may be required by law. Effective February 1st of 2025, 2026, 2027, and 2028, the Employee will receive an annual increase to base salary in the amount of five thousand dollars (\$5,000.00).

The Commission and the Employee shall annually define such performance objectives as they may determine necessary for the proper operation of the Portsmouth Police Department and in attainment of the Commission's policy objectives and shall further establish a relative priority among those various objectives, these objectives to be reduced to writing. The objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. At the completion of the review and evaluation, the Commission shall provide the Employee with a summary written statement of its findings and provide adequate opportunity for the Employee to discuss the review and evaluation with the Commission. The parties may, by written addendum executed by both parties and approved by the Portsmouth City Council, agree to provide additional compensation to the employee in recognition for his accomplishment of the performance objectives identified by the Commission.

4. Certification

During the term of this Agreement, the Employee will be required to maintain certification as a full-time police officer as required by the New Hampshire Police Standards and Training Council.

5. 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. Nothing in this paragraph will limit the Employee's rights under the provisions of NH RSA 105:2-a.

6. Termination with Severance Benefits

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 his duties under this Agreement. In such event the Employee will be entitled to severance benefits. Such severance benefits will be equal to twelve (12) months salary, and the City will pay the cost to continue health insurance for the Employee and all his covered dependents, for a period of twelve (12) months, after which time, the Employee will be provided access to health insurance continuation pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

As set forth above in Section 5, 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, except that the Employee will be paid for his accrued sick time and unused vacation time.

7. 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.

8. 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, including any rights that the Employee may have under NH RSA 105:2-a.

9. Benefits

Except as otherwise provided herein, the Employee's fringe benefits shall be established by the collective bargaining agreement currently in place between the City of Portsmouth and the Professional Management Association ("the PMA

CBATM). The exceptions shall be described in detail in Section 10 below.

10. Exception to Benefits in Section 9

In lieu of or in addition to the compensation enumerated in Section 9, the Employee shall also be entitled to the following:

- a. The Employee will maintain the following fringe benefits consistent with the terms of the Portsmouth Police Ranking Officers CBA and not the PMA CBA: workers' compensation insurance; longevity stipend; long-term disability liability insurance; and the Employee's level of clothing allowance, vacation accrual and personal day accrual as of the date of this Agreement.
- b. In the first year of this Agreement, the Employee will be paid an annual Educational Attainment Bonus equal to one percent (1%) of his then current base salary to recognize his Master's degree. In the second year of this Agreement, the Employee will be paid an annual Educational Attainment Bonus equal to two percent (2%) of his then current base salary. In the third, fourth, and fifth year of this Agreement, the Employee will be paid an annual Educational Attainment Bonus equal to three percent (3%) of his then current base salary.
- c. The Employee will maintain the paid leave that he has currently accrued. The employee's maximum accrued vacation leave will not exceed sixty (60) days, measured at the end of the calendar year. In the event the Employee has accumulated more than sixty (60) days of unused vacation at the end of the calendar year, the Employee will be paid at his per diem rate for no more than ten (10) accumulated days over sixty (60) days, such payment to be made in the first payroll in February in the following calendar year. With respect to his accrued sick leave, the Employee will continue to have his total accrual capped at 226 days, and he will remain entitled to a payout of up to 150 days at a pay rate of 90% of his current rate upon his retirement or voluntary termination as per the terms of the Portsmouth Police Ranking Officers CBA.
- d. The Employee will be provided with a suitable automobile for use in the performance of his duties under this Agreement. Recognizing that the Chief of Police is always on-call, it is understood that the automobile may also be used for personal business.
- e. Subject to budgetary constraints, the Commission agrees to cover the cost of tuition and textbooks for courses and/or other classes for improved job performance as part of a career development program. Prior approval by the Commission of all courses is required. If the Employee fails to successfully complete the course and/or class with a final passing grade, he will be required to reimburse the Commission for the entire cost of tuition and textbooks.
- f. The Commission recognizes that certain expenses of a non-personal and generally job-related nature will be incurred by Employee, and hereby agrees to reimburse or to pay said general expenses upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavits, subject to budgetary authorization to be

approved by the Commission as an element of the annual Department budget.

- g. The Commission hereby agrees to pay, within budgetary constraints and subject to the prior approval of the Commission, the professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations, necessary and desirable for his continued professional participation, growth and advancement.

AGREED: The parties below acknowledge that this Agreement is subject to the approval of the Portsmouth City Council without which approval this Agreement is without force and effect.

For The Commission

K. Coyle

4/16/24
Date

A. S.

4/16/24
Date

Francesca M. Terauld

4/16/24
Date

Employee

[Signature]

4/16/24
Date

Approved By The Portsmouth City Council

April 15, 2024

4/25/24
Date

Certified By The Portsmouth City Clerk

Kemi J. Barnaby

4/25/24
Date

