

**INTERIM FIRE CHIEF EMPLOYMENT AGREEMENT BETWEEN
ORANGE COUNTY FIRE AUTHORITY
AND
TJ MCGOVERN**

THIS INTERIM FIRE CHIEF EMPLOYMENT AGREEMENT (the "Agreement") is made, entered into, and effective this 26TH day of February 2026 ("Effective Date"), by and between the Orange County Fire Authority ("OCFA"), a California Joint Powers Authority, and TJ McGovern, an individual (hereinafter referred to as "Interim Fire Chief"). OCFA and Interim Fire Chief are sometimes hereinafter individually referred to as "party" and are hereinafter collectively referred to as the "parties."

RECITALS

WHEREAS, the OCFA Board of Directors desires to appoint TJ McGovern as its Interim Fire Chief; and

WHEREAS, TJ McGovern, by virtue of his training, education, and experience, is fully qualified to serve in the position of Interim Fire Chief; and

WHEREAS, the OCFA Board of Directors and TJ McGovern therefore desire to enter into this Agreement to specify the terms and conditions of his employment as Interim Fire Chief with the OCFA.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1: Term and Termination

A. This Agreement will terminate on December 1, 2026. Notwithstanding the foregoing, if OCFA, acting through its Board of Directors, desires to remove Interim Fire Chief from this position prior to December 1, 2026 (for reasons other than cause as set forth in Section 1.C of this Agreement), OCFA will provide notice to Interim Chief no later than 14 calendar days prior to the decision taking effect. In addition, if Interim Fire Chief is removed prior to December 1, 2026, OCFA shall exercise one of the following options and continue to pay Interim Fire Chief the same salary and benefits that he received as Interim Fire Chief : (1) place Interim Fire Chief on paid administrative leave through December 1, 2026; (2) assign Interim Fire Chief to a special assignment until December 1, 2026; or (3) return Interim Fire Chief to his former position as Deputy Chief of the Emergency Operations Bureau through December 1, 2026. Unless Interim Fire Chief is removed for cause as set forth in Section 1.C of this Agreement, Interim Fire Chief shall have the right, either during the term of this Agreement or at its conclusion, to return to his former position of Deputy Chief and will receive pay at the top step of that classification in effect

at the time of his return. (Note: during the term of this Agreement, the position of Deputy Fire Chief of the Emergency Operations Bureau will also be filled on an interim basis by an internal candidate.)

B. The OCFA Board of Directors may extend the termination date of this Agreement, by mutual written agreement, if a new permanent Fire Chief has not been selected by December 1, 2026.

C. The OCFA Board may terminate Interim Fire Chief's employment for "cause" at any time without triggering the rights set forth in Paragraph A of this Section 1. "Cause," for purposes of this Agreement, shall consist of one or more of the following:

1. Conviction of a felony;
2. Conviction of a misdemeanor arising out of Interim Fire Chief's duties or performance under this Agreement;
3. Misappropriation of public funds;
4. Willful abandonment of duties consisting of the failure to report to work for five (5) consecutive working days (for reasons not medically related) and not notifying staff or the Board of Directors of his leave status;
5. A willful and intentional failure to carry out materially significant and legally constituted policy decisions made by the Board of Directors; or
6. Any other intentional or grossly negligent action or inaction by Interim Fire Chief that: (a) materially and substantially impedes or disrupts the operations of the OCFA or its organizational units; (b) is materially detrimental to employees or public safety; (c) violates properly established rules or procedures of the OCFA causing a material and substantial adverse impact on the OCFA; or (d) has a material and substantial adverse effect on the OCFA's interests as clearly delineated by properly established Board of Directors action, policy, regulations, ordinances, or OCFA Code provisions.

Section 2: General Duties

Interim Fire Chief shall perform the duties of Interim Fire Chief as set forth in the job description for the position and in compliance with all applicable state and federal laws. Interim Fire Chief shall also perform such other functions and duties, not inconsistent with the terms of this Agreement, as the OCFA, by and through its Board of Directors, may legally assign.

Section 3: Devotion to OCFA Business and Hours of Work

- A. The Interim Fire Chief position is considered a full-time position. Interim Fire Chief shall devote his time, ability, and attention to the business of OCFA during the term of this Agreement.

- B. Interim Fire Chief shall not engage in any other business, educational, or professional pursuits whatsoever, or directly or indirectly render any service of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the Board of Directors. However, the expenditure of reasonable amounts of time for educational, charitable, or personal, activities shall not be deemed a breach of this Agreement if those activities do not conflict or interfere with the professional services required under this Agreement; such limited activities shall not require the prior consent of the Board of Directors.
- C. Nothing in this Agreement prohibits Interim Fire Chief from making passive personal investments or conducting private business affairs if those activities are not deemed to be a conflict of interest under local, state or Federal law or conflict or materially interfere with the professional services required under this Agreement.
- D. Interim Fire Chief's duties may involve expenditures of time in excess of the regularly established workday or in excess of a forty-hour workweek and may also include time outside normal office hours (including but not limited to attendance at Board meetings). Interim Fire Chief is classified as an exempt employee under the Fair Labor Standards Act ("FLSA") and shall not be entitled to any additional compensation for hours worked in excess of forty (40) in a work week.

Section 5: Salary

- A. As compensation for the services to be performed hereunder, effective January 22, 2026, OCFA agrees to provide Interim Fire Chief an annual base salary of \$399,522.24, payable in equal installments at the same time and in the same manner that OCFA employees are paid. The OCFA shall also deduct from his annual base salary any applicable sums that Interim Fire Chief is obligated to pay because of participation in plans or programs described in Section 6 of this Agreement.
- B. Interim Fire Chief's compensation as discussed under this Section 5 is not tied to the compensation of any other OCFA employee or group of OCFA employees, except as expressly provided in this Agreement. Future salary adjustments, if any, shall be made by written amendment to this Agreement approved by both parties.

Section 6: Benefits and Leaves of Absence

A. Executive Management Benefits

Except as otherwise provided herein, Interim Fire Chief shall receive all benefits provided to Executive Management employees as set forth in the Personnel and Salary Resolution (and any changes thereto adopted by the Board of Directors) and provided consistent with the Public Employment Pension Reform Act. This provision shall be automatically amended whenever the

Board of Directors adopts a new resolution or takes action to modify these benefits for Executive Management employees.

Sick Leave. Interim Fire Chief shall be entitled to the same sick leave accrual at the rate specified in the Personnel and Salary Resolution for Executive Management Employees. Any cash out provisions applicable in the Personnel and Salary Resolution for Executive Management Employees shall also apply in equal manner to the Interim Fire Chief.

Paid Annual Leave. Interim Fire Chief shall be entitled to the same paid annual leave in the amount specified in the Personnel and Salary Resolution for Executive Management Employees. Any cash out provisions applicable in the Personnel and Salary Resolution for Executive Management Employees shall also apply in equal manner to the Interim Fire Chief.

Vacation. Interim Fire Chief shall be entitled to the same vacation leave accrual at the rate specified in the Personnel and Salary Resolution for Executive Management Employees. Any cash out provisions applicable in the Personnel and Salary Resolution for Executive Management Employees shall also apply in equal manner to the Interim Fire Chief.

Retirement Benefits. Interim Fire Chief shall be entitled to continued participation in the Orange County Employment Retirement System ("OCERS") in the retirement safety plan for Classic members, pursuant to the applicable provisions of the Personnel and Salary Resolution for Executive Management Employees.

C. Personal Vehicle Business Mileage Reimbursement

Interim Fire Chief shall be entitled to the use of an OCFA vehicle primarily for OCFA purposes. Any limited personal use shall conform with Part 3, Section 8 of the OCFA Personnel and Salary Resolution. Where the term "Fire Chief" is used in that provision, for purposes of this Agreement only, it shall be replaced with Board of Directors.

D. Professional Development

OCFA acknowledges its interest in the continuing professional development of Interim Fire Chief and agrees to pay all reasonable and appropriate expenses associated with professional dues and subscriptions and/or attendance at conferences, training opportunities, and meetings of organizations concerned with Interim Fire Chief /fire-rescue services profession. Such expenses shall be approved in advance by the Board of Directors during its annual budget process.

E. General Business Expenses

The OCFA recognizes that Interim Fire Chief may incur expenses of a non-personal, job-related nature that are reasonably necessary to Interim Fire Chief's service to the OCFA. The OCFA agrees to either pay such expenses in advance or to reimburse the expenses, so long as the

expenses are incurred and submitted according to the OCFA's normal expense reimbursement procedures or such other procedure as may be designated by the Board of Directors. To be eligible for reimbursement, all expenses must be supported by documentation meeting the OCFA's normal requirements and must be submitted within time limits established by the OCFA.

F. Administrative Leave Pending an Investigation

Because Interim Fire Chief is an "at-will" employee, the OCFA is not obligated to pay Interim Fire Chief pending an investigation into any alleged misconduct by Interim Fire Chief. Notwithstanding the foregoing, in the event that the Board of Directors determines, in its sole discretion, that it is in the best interest of the OCFA for Interim Fire Chief to be placed on paid administrative leave pending such an investigation, Interim Fire Chief shall fully reimburse any salary provided for that purpose if the misconduct for which Interim Fire Chief was under investigation results in Interim Fire Chief being convicted of a crime involving an abuse of his office or position as defined in Section 1.C. of this Agreement. Interim Fire Chief shall fully reimburse such salary no later than six (6) months after the date such conviction becomes final and no longer subject to appeal.

Section 7: Confidential Information

Interim Fire Chief acknowledges that in the course of his employment contemplated herein, Interim Fire Chief will be given or will have access to confidential and proprietary documents and information relating to the OCFA, its residents, businesses, employees, and customers ("Confidential Information"). Such Confidential Information may include, but is not limited to, all information given to or otherwise accessible to Interim Fire Chief that is not public information or would be exempt from public disclosure as confidential, protected, exempt, or privileged information. Interim Fire Chief shall hold the Confidential Information in trust for the OCFA's benefit and shall not disclose the Confidential Information to others not otherwise entitled to receive it without the express written consent of the OCFA. All Confidential Information shall be promptly returned to the OCFA immediately upon the effective date of any termination or resignation.

Section 8: Indemnification

A. Except for an act of misappropriation of public funds, or an indictment, the filing of an information, a plea of guilty or a plea of *nolo contendere* for a crime involving moral turpitude, OCFA shall defend, hold harmless and indemnify Interim Fire Chief against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of his employment as Interim Fire Chief, using legal counsel of the OCFA's choosing in its sole discretion, in accordance with the provisions of California Government Code section 825, applicable provisions of the Tort Claims Act, and other applicable law. In the event there is a conflict of interest between the OCFA and Interim Fire Chief in such a case such that independent counsel is required for Interim Fire Chief, the OCFA shall pay the reasonable fees of such independent counsel as determined in the sole discretion of the Board of Directors. OCFA may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom.

B. In the event that the OCFA provides funds for the legal criminal defense of Interim Fire Chief, Interim Fire Chief shall fully reimburse said funds to the OCFA if Interim Fire Chief is convicted of a crime involving an abuse of his office or position as defined in Section 1.C. of this Agreement. Interim Fire Chief shall fully reimburse to OCFA such criminal legal defense fees no later than six (6) months after the date such conviction becomes final and no longer subject to appeal.

Section 9: Notices

Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or by registered or certified mail, return receipt requested. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notices shall be deemed communicated as of the date they are delivered.

Any notices required by this Agreement shall be addressed as follows:

IF TO OCFA:

Orange County Fire Authority
ATTN: Board of Directors
1 Fire Authority Road
Irvine, California 92602

IF TO FIRE CHIEF:

TJ McGovern
[Address on File with Human Resources Department]

Section 10: Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Interim Fire Chief by OCFA and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducement, promise, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or blinding on either party.

Section 11: Modifications

Any modification of this Agreement shall be effective only if it is in writing and signed by the parties.

Section 12: Effect of Waiver

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 13: Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in anyway.

Section 14: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and all applicable OCFA Codes, Ordinances, Policies and Resolutions.

Section 15: Bonding

OCFA shall bear the full cost of any fidelity or other bonds required of Interim Fire Chief under any law or ordinance, or any insurance policies in lieu thereof.

Section 16: OCFA's Policies and Procedures

The terms and conditions of Interim Fire Chief's employment, including additional employment benefits of Interim Fire Chief not specifically provided for in this Agreement, shall be governed by OCFA's personnel policies and procedures and administrative regulations, to the extent not inconsistent with the provisions of this Agreement. In the event of any such inconsistency or conflict, the provisions of this Agreement shall govern.

Section 17: Interim Fire Chief's Independent Review

Interim Fire Chief acknowledges that he has had the opportunity to conduct, and has conducted, an independent review of the financial and legal effects of this Agreement. Interim Fire Chief acknowledges that he has made an independent judgment upon the financial and legal effects of the Agreement and has not relied upon any representation of the OCFA, its elected or appointed officers and officials, agents or employees other than those expressly set forth in this Agreement. Interim Fire Chief acknowledges that he has been advised to obtain, and has to the full extent of his choosing, availed himself of, legal counsel of his choosing with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date reflected above.

“OCFA”

“INTERIM FIRE CHIEF”

Orange County Fire Authority,
a California Joint Powers Authority

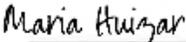
Signed by:

OC187B3F4E2A4B8
Joshua Sweeney


TJ McGOVERN

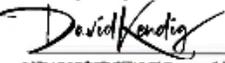
Chairman, OCFA Board of Directors

ATTEST:

Signed by:

F38254F6B37403
Maria Huizar
Clerk of the Authority

APPROVED AS TO FORM:

WOODRUFF & SMART, APC

DocuSigned by:

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David E. Kendig
OCFA General Counsel