

OAKLAND CITY COUNCIL

RESOLUTION NO. _____ C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OAKLAND AND THE CHIEF OF POLICE, JAMES BEERE, FOR A TOTAL ANNUAL COMPENSATION OF \$411,294.96, WHICH INCLUDES AN ANNUAL SALARY OF \$358,839.96 AND PREMIUM PAY PROVIDED UNDER THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE OAKLAND POLICE MANAGEMENT ASSOCIATION IN THE AMOUNT OF \$51,255 AND A UNIFORM ALLOWANCE IN THE AMOUNT OF \$1,200, AS WELL AS EITHER AN AUTO ALLOWANCE OF \$750.00 PER MONTH OR USE OF A CITY VEHICLE

WHEREAS, Oakland has enacted Measure LL and Measure S1 creating a civilian oversight structure to center police accountability, community policing principles, and community input; and

WHEREAS, the Oakland Police Commission, part of the City's civilian oversight structure, conducted a nationwide search and recruitment process for a permanent Chief of Police over approximately six months, with the assistance of outside executive recruiting firm Ralph Andersen and Associates and retired Sacramento Police Chief Daniel Hahn as senior consultant, and conducted several rounds of interviews; and

WHEREAS, Oakland is focused on increasing and sustaining the significant gains achieved toward compliance with the Negotiated Settlement Agreement ("NSA") and in an oversight structure to support police accountability, crime prevention, and crime reduction, and the Oakland Police Department has been found by the federal monitor to have achieved compliance with all 51 NSA reform tasks, with a Case Management Conference scheduled for Tuesday, September 29, 2026; and

WHEREAS, Chief James Beere is a proponent of community policing and outreach, crime prevention and reduction efforts, and preventative, proactive policing, and has experience leading and managing all aspects of a law enforcement agency with a focus on communication, collaboration, and officer-community engagement at every level of the police organization; and

WHEREAS, Chief James Beere has served with the Oakland Police Department since 1997, rising through the ranks to sergeant, commander of the Criminal Investigations Division, deputy chief of the Bureau of Field Operations, and assistant chief, and previously led the Department's Special Victims Unit; Chief Beere is a Marine Corps combat veteran and recipient of the Bronze Star with V Device for Valor, Purple Heart, the Blue Star Medal, the Medal of Merit, and the Chief's Excellence in Leadership Award; Chief Beere holds a bachelor's degree in business management from Golden Gate University and is a graduate of the FBI National Academy; and

WHEREAS, Mayor Barbara Lee appointed Assistant Chief Beere to serve as Interim Chief of Police on December 6, 2025, and on July 9, 2026, Mayor Lee announced the selection of Chief Beere to serve as permanent Chief of Police of the Oakland Police Department; and

WHEREAS, the Mayor has negotiated an Employment Agreement with Chief Beere, attached hereto as Exhibit A, which requires City Council approval; and

WHEREAS, the Employment Agreement includes an annual salary of \$358,839.96 and is for a three year term, beginning on August 1, 2026 with an option for the Mayor to renew the Employment Agreement in their sole discretion without City Council approval for one (1) additional two-year term as described in the Employment Agreement; and

WHEREAS, the City Administrator has authority under the City's Salary Ordinance to grant Chief Beere the terms provided under the Memorandum of Understanding between the City and the Oakland Police Management Association ("MOU"), which includes annual premium pay totaling \$51,255 based on a 5% premium currently in the amount of \$17,942 for a Bachelor's Degree, a 5% premium for POST certification currently in the amount of \$17,942, a 2.5% premium for Advanced POST certification currently in the amount of \$8,971, longevity premium pay of \$246.15 (\$6,400.00/year), and an annual Uniform allowance of \$1,200; and

WHEREAS, the Employment Agreement between the City and Chief Beere provides for vacation, management and other leave, California Public Employees' Retirement System retirement benefits, and all employee benefits that are consistent with executive employee level benefits provided by the City;

WHEREAS, the Employment Agreement between the City and Chief Beere provides for payment of severance if the Mayor terminated Chief Beere's employment without cause, in the amount of twelve (12) months of annual total compensation at the then current rate of pay less all required withholdings and deductions, except during the last eleven (11) months of the Employment Agreement term, the number of months of Annual Total Compensation paid as severance shall not exceed the number of months left to be performed in the employment contract term; now, therefore be it

RESOLVED: That the City Council hereby authorizes the City Administrator to execute an Employment Agreement, in substantially similar terms included in Exhibit A, with Police Chief James Beere for a three-year term beginning on August 1, 2026 and ending at 11:59 p.m. on July 31, 2029, with an option given to the Mayor to renew the Employment Agreement, in their sole discretion and without City Council approval, for one additional two-year term, for a total annual compensation of \$411,294.96, which includes an annual salary of \$358,839.96, annual premium pay totaling \$51,255 consistent with the City's Salary Ordinance and the MOU, and a uniform

allowance of \$1,200; as well as a monthly auto allowance in the amount of \$750 per month or use of a City vehicle, and other benefits provided for executive employees; and be it

FURTHER RESOLVED: That the Employment Agreement must be approved as to form and legality by the City Attorney before the City Administrator executes it and a copy of the executed Employment Agreement shall be lodged with the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES - BROWN, FIFE, GALLO, HOUSTON, RAMACHANDRAN, UNGER, WANG, AND
PRESIDENT JENKINS

NOES –

ABSENT –

ABSTENTION –

ATTEST: _____
ASHA REED
City Clerk and Clerk of the Council of the
City of Oakland, California

3476351v5/ CLC

Employment Agreement

This Employment Agreement ("Agreement") is entered into by the City of Oakland ("City") and James Beere ("Beere"). The City and Beere are sometimes referred to in the Agreement individually as the "party" and collectively as the "parties."

Section 1. Employment as Chief of Police

Subject to the terms and conditions stated herein, the City hereby employs Beere as Chief of Police, effective August 1, 2026.

Pursuant to City Charter sections 604(b)(10) and 902(b) and Chapter 2.29 of the Oakland Municipal Code, the Chief of Police position is "at-will." The Chief of Police may be terminated at any time with or without cause as detailed in Section 8 of this Agreement. Beere understands and agrees that the terms of Beere's employment are governed by this Agreement and that the Chief of Police position is not a civil service classification and is not subject to the Oakland Civil Service Rules.

Section 2. Compensation

Beere shall be paid an annual salary of three hundred fifty-eight thousand eight hundred thirty-nine dollars and ninety-six cents (\$358,839.96) and the following annual premiums provided under the Memorandum of Understanding between the City and the Oakland Police Management Association ("MOU"): a five percent (5.0%) premium of base salary in the amount of \$17,942 for a Bachelor's Degree; a five percent (5.0%) premium of base salary in the amount of \$17,942 for POST certification; a two and one-half percent (2.5%) premium of base salary in the amount of \$8,971 for Advanced POST certification, and longevity premium pay of two hundred forty-six dollars and fifteen cents (\$246.15) (for a total annual longevity payment of six thousand four hundred dollars \$6,400.00). The annual salary and the two five percent (5%) premiums, two and one-half percent (2.5%) premium and \$246.15 longevity payment, in the total amount of four hundred ten thousand ninety-four dollars and ninety-six cents (\$410,094.96), shall be paid on a bi-weekly basis in accordance with the City's payroll policies, less all required withholdings and deductions ("Annual Salary").

In addition to the Annual Salary, Beere shall receive the following payment once a year, in accordance with the City's payroll policies and subject to all required withholdings and deductions: Uniform Allowance of \$1,200. The "Annual Total Compensation" (which includes the Annual Salary and payment made once a year) shall total four hundred eleven thousand two hundred ninety-four dollars and ninety-six cents (\$411,294.96).

As an at-will employee, the Chief of Police may receive compensation adjustments based on an annual performance evaluation and shall receive cost-of-living adjustments, if any, consistent with those in the MOU that is in effect at the time.

Section 3. Benefits and Other Non-Cash Compensation

Exhibit A

All employee benefits not defined herein shall be consistent with executive employee level benefits provided by the City.

A. Vacation. Beere will accrue vacation leave consistent with Beere's years of service in the City in accordance with the MOU.

B. Management and Other Leave. Beere will accrue all other leaves in accordance with City policies and the MOU or successor MOUs, consistent with Beere's years of service in the City. In the event of a conflict between City policy and the aforesaid MOU, the MOU shall govern. Consistent with City policy, Management Leave shall be accrued and may be awarded retroactively for the preceding year on July 1 of each year and if Beere's employment is terminated prior to July 1 or during a fiscal year for any reason, Beere will not accrue or be eligible to be awarded any Management Leave for that fiscal year. Leave and Management Leave shall sometimes be referred to herein collectively as "Leave."

C. Pension Contribution. Beere shall be entitled to retirement benefits and make pension contributions in accordance with the appropriate pension tier for which he is eligible in accordance with the rules established by the California Public Employees' Retirement System ("CalPERS").

D. Deferred Compensation. The City shall not provide any matching of deferred compensation contributions.

Section 4. Use of City-Owned Vehicle, Auto Allowance, and Parking

During the Term of this Agreement, City will provide Beere, at City expense, a monthly Auto Allowance of \$750 or a City vehicle, and parking at a location assigned by the City.

The parties agree Beere may use the vehicle for "personal use" that is not exempt under IRS rules and regulations and/or Oakland Police Department policy, such as use for vacations or recreation trips, provided that Beere agrees to document such personal use in a method that complies with IRS requirements in order to allow the City to make appropriate deductions from Beere's Auto Allowance.

City shall be responsible for paying the following related to City vehicle: (i) all premiums for required automobile insurance; (ii) all vehicle maintenance and repair. In accordance with City reimbursement policies, Beere may claim reimbursement for any payments Beere makes for fuel provided at City facilities. The City will not reimburse Beere for gasoline or parking expenses Beere incurs for personal vehicle use.

Section 5. Electronic Equipment

During the Term of this Agreement, the City shall provide to Beere and fully pay for a smart phone with email and cell service, internet service, and a laptop computer with the capacity for remote access.

Section 6. Business and Professional Development Expenses

A. Dues and Subscriptions. The City agrees to pay for professional dues and subscriptions necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for Beere's continued professional participation, growth, and advancement.

B. Travel Expenses. The City agrees to reimburse Beere for reasonable travel and subsistence expenses for legitimate City business purposes provided supporting documentation is provided by Beere to support such expenses.

Section 7. Term

This Agreement shall be for a three-year term ("Term"), commencing on August 1, 2026 and ending at 11:59 p.m. on July 31, 2029.

The Mayor shall have the authority and the option, in their sole discretion and without City Council approval, to renew this employment agreement for one (1) additional two-year term ("Renewal Term"). Any such renewal shall be on the same terms and conditions stated herein, including the same Total Annual Compensation subject to the same salary and compensation adjustments described herein, with the following exception: At the beginning of, and during, the Renewal Term, Severance, as defined below, will be twelve (12) months of Annual Total Compensation, and shall be subject to the same limitations during the last eleven (11) months of the Renewal Term as described below. On or before March 31, 2029, the Mayor shall notify Beere, in writing, of their intent to invoke the option to continue this Agreement for a Renewal Term.

Section 8. Termination of Employment and Severance

As set forth in Section 1 of this Agreement, Beere's employment is as an "at-will" employee. This Agreement may be terminated, and Beere removed from his position as Chief of Police, at any time with or without cause. Notice of removal, whether with or without cause, will be made in accordance with Government Code section 3304(c). Notwithstanding any provision in this Agreement, the Mayor may place the Chief of Police on paid administrative leave at any time during the Term of this Agreement.

A. Termination Not-For-Cause

The Mayor may terminate Beere's employment at any time without cause and without notice. The City shall pay Beere any accrued and unpaid portion of Beere's Total Annual Compensation, Benefits, and Leave (if applicable and in accordance with City policies and the MOU) through the effective date of separation, subject to all required withholdings and deductions.

B. Severance

Exhibit A

If the Mayor terminates Beere's employment without cause ("cause" is defined in Section C below), the City shall provide twelve (12) months of Annual Total Compensation at Beere's then current rate of pay, less all required withholdings and deductions, as severance pay except that, during the last eleven (11) months of the Term, the number of months of Annual Total Compensation paid as severance shall not exceed the number of months left to be performed in the Term ("Severance").

The City shall pay Beere severance only if Beere executes and returns to the City, a general release and waiver of claims, in a form provided by the City that is substantially similar in all material respects to Exhibit 1 attached hereto ("General Release"), within twenty-one (21) days after the effective date of Beere's termination of employment. The executed General Release shall become part of this Agreement and shall become and remain effective and enforceable in accordance with its terms and shall not be revoked. Beere understands and agrees that the Severance is adequate consideration in exchange for the General Release. Beere understands and agrees that in the event that Beere does not sign and return the General Release within the above required time period or revokes it, Beere is not entitled to Severance. Severance shall be paid to Beere only if employment is terminated not for cause pursuant to section 6(A) above and for no other reason. Severance payments may not exceed the statutory limits in Government Code section 53260 et seq.

C. Termination for Cause

1. *Termination for Cause by the Mayor*

The Mayor may terminate Beere's employment for cause. For the purposes of this provision "cause" is defined as any one or more of the following occurrences:

(a) Continuing, intentional, or willful failure or refusal to perform the duties and responsibilities of the Chief of Police as required by any employment agreement with the City, the City Charter, the City's governing laws and regulations, or any laws, rules or regulations of any governmental entity applicable to the Chief's employment by the City or to City operations, including without limitation, the inability to perform the duties and responsibilities of the Chief of Police as aforementioned as a result of alcoholism or drug addiction;

(b) A final Sustained finding of Misconduct against the Chief arising from an administrative investigation where termination is within the recommended range of discipline in the Police Department's Discipline Matrix;

(c) Gross neglect of duties, material violation of any duty of loyalty to the City, or material violation of City or Department policy, including without limitation any policies or procedures pertaining to harassment and discrimination, after the Chief has received written warning of the neglect or violation and the Chief has failed to cure the neglect or violation within twenty (20) days;

Exhibit A

(d) Conviction by, or entry of a plea of guilty or nolo contendere, in a court of competent and final jurisdiction for (i) any crime involving moral turpitude, (ii) any felony offense, (iii) any crime which is likely to have a material adverse impact on the business operations or financial or other condition of the City, or (iv) any crime which has resulted in imprisonment;

(e) Failure or refusal to cooperate with any investigation involving employees of the Department;

(f) Obstruction of any investigation of Department employee misconduct or criminal activity;

(g) Refusal, which shall include ongoing failure, to administer or enforce any Department policy or procedure

(h) A material act of dishonesty, fraud, embezzlement, self-dealing, or other act of moral turpitude;

(i) A material breach of confidentiality; or

(j) Loss of any professional license or other certification required by state or local law to perform the duties of the position of Chief of Police.

2. Termination for Cause by the Police Commission

The Police Commission may terminate the Chief of Police, and without the approval of the Mayor, after a finding of cause by a minimum of five affirmative votes. "Cause" for the purposes of this provision is specifically defined and enumerated in Oakland Municipal Code section 2.45.070(E). The Municipal Code, and its provisions, including the enumeration of cause discussed herein may be revised from time to time in accordance with applicable law.

If Beere's employment is terminated for cause by either the Mayor or the Police Commission, Beere shall receive only the accrued unpaid portion of Beere's Total Annual Compensation, Benefits, and Leave (if applicable and in accord with the City's policies and the MOU) through the effective date of separation, subject to all required withholdings and deductions.

D. Termination Due to Disability

If Beere becomes disabled during the Term of this Agreement, Beere's employment shall terminate. For purposes of this Agreement, Beere shall be determined to be disabled if, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than three (3) months, Beere is unable to engage in any substantial gainful activity or is receiving income replacement benefits for a period of not less than three

Exhibit A

months under an accident and health plan covering City employees, or CalPERS determines that Beere is totally disabled ("Disability").

A termination of Beere's employment for Disability shall be communicated to Beere by written notice and shall be effective immediately (the "Disability Effective Date"). Nothing in this section shall be deemed to extend the Term of this Agreement or Beere's employment hereunder, beyond the Term defined herein.

Upon the Disability Effective Date, Beere shall receive the accrued unpaid portion of Beere's Total Annual Compensation, Benefits, and Leave (if applicable and in accordance with City policies and the MOU) through the effective date of termination, less all required withholdings and deductions as dictated by CalPERS.

E. Termination Due to Death

In the event Beere dies during the Term of this Agreement, Beere's beneficiaries or those entitled to Beere's estate, shall be entitled to Beere's accrued unpaid portion of Beere's Total Annual Compensation, Benefits and Leave (if applicable and in accord with City policies and the MOU) through date of Beere's death, less all required withholdings and deductions.

F. Termination by Beere

Nothing in this agreement shall prevent or otherwise interfere with the right of the Chief of Police to resign or retire at any time from their position with the City. In order to terminate employment, Beere shall provide the Mayor with not less than sixty (60) days advance written notice. The Mayor, in the Mayor's sole discretion, may waive this notice requirement upon request. Any such waiver by the Mayor shall be provided to Beere in writing. Failure to provide said notice will interrupt police operations and place an administrative burden on the City. In recognition of the City's inability to determine with certainty the actual damages it would incur, the City will assess, and Beere will be liable for, liquidated damages of \$800 per day for each day of notice Beere fails to provide, up to a maximum of 60 days.

If Beere voluntarily terminates Beere's employment, Beere shall receive only the accrued unpaid portion of Beere's Total Salary, Benefits, and Leave (if applicable and in accord with City policies and the MOU) through the effective date of separation, subject to all required withholdings and deduction as required by each benefit.

Section 9. Performance Evaluations

A. Annual Evaluation by the Police Commission

The Police Commission will conduct an annual review of Beere's performance as the Chief of police pursuant to section 2.45.070(G) of the Municipal Code.

B. Periodic Evaluation by the City Administrator

Exhibit A

The City may periodically review Beere's performance subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the City Administrator and Beere. The process at a minimum shall include the opportunity for both parties to: (i) prepare a written evaluation, (ii) meet and discuss the evaluation, and (iii) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to Beere within 30 days of the evaluation meeting.

Section 10. Non-Disclosure of Confidential Information The parties acknowledge that as Chief of Police, Beere is responsible for, among other things, overseeing the operations of the Police Department and establishing policies and procedures to ensure constitutional policing. Beere acknowledges that, solely by reason of entering into this Agreement and Beere's employment with the City, City Confidential Information, as defined below, may be discovered by or disclosed to Beere. Beere agrees that Beere shall not at any time or in any manner, either directly or indirectly, whether or not for compensation, use, divulge, disclose or communicate to any person, firm, corporation or any other entity in any manner whatsoever any confidential information concerning any matters affecting or relating to the business of the City except for the benefit of the City and only with the express written permission of City after the termination of Beere's employment with the City. Beere understands and agrees that the prohibitions of this provision shall survive the expiration or other termination of this Agreement.

Section 11. Devotion to City Business and Conflict of Interest

During the Agreement Term, Beere shall be a full-time Police Chief. Beere shall not be employed by, retained by, consult with, provide services to, or represent any other person or public or private entity, unless Beere receives prior written authorization to do so from the City Administrator, which the City Administrator may withhold in their sole and exclusive discretion. The Chief of Police will not engage in any activity which is or may become a conflict of interest, or that may create an incompatibility of office as defined under California law, or which interferes with the Chief's ability to effectively perform their duties.

Beere agrees that after the termination of Beere's employment with the City, Beere will not, directly or indirectly, participate in or in any way represent, provide advice or input or any other information or assistance/advice to any party who is negotiating with the City any agreement, seeking award of any contract or seeking any grant, permit or any other benefits or who is in an adversarial posture with the City if Beere was privy to and/or was involved in any manner in such matter or if Beere's department was responsible for evaluating, drafting, negotiating, making recommendations regarding such matter on behalf of the City during Beere's employment with the City.

Section 12. Indemnification and Representation in Litigation

Consistent with California Labor Code section 2802, the City shall indemnify Beere for all necessary expenditures or losses incurred by Beere's in direct consequence of the discharge of Beere's duties, or of Beere's obedience to the City's directions, even though unlawful, unless at the time of obeying the City's directions, Beere reasonably

Exhibit A

believed the directions to be unlawful. The City may compromise and settle any claim or suit for which it is indemnifying Beere and pay the amount of any resulting settlement. The City may decline to defend or indemnify Beere only as permitted by the government code. Notwithstanding any of the provisions in this agreement, in any circumstance in which the Chief of Police is convicted of a crime and being involving abuse their office or position with the City, as defined in Government Code section 53243.4, any paid administrative leave provided by the City pending an outcome of the investigation into such crime, any City funds expended their legal criminal defense to such criminal allegation, and any cash settlement or severance provided to them upon termination shall be fully reimbursed by them to the City.

In accordance with applicable law, the City will represent and provide a defense for Beere in claims or litigation naming Beere as a defendant and alleging acts/omissions in Beere's official capacity, unless the City has a conflict; if the City has a conflict, City will retain conflict counsel to represent Beere.

Section 13. General Provisions

A. Governing Law

This Agreement shall be governed by, construed, and enforced pursuant to the laws of the State of California.

B. Interpretation or Enforcement of Agreement - Arbitration

Any dispute regarding the interpretation or application of this Agreement and any action to enforce or interpret this Agreement shall be resolved by binding arbitration. Any dispute between Parties with respect to the interpretation, enforcement or breach of this Agreement which cannot be settled amicably by agreement of the parties, shall be submitted to arbitration by a single arbitrator mutually agreed to by Beere and the City. The award shall be final, binding and conclusive and may be entered in the highest court having jurisdiction.

Any arbitration shall take place in the City of Oakland, County of Alameda. The Parties expressly consent to the jurisdiction and venue identified in this section and waive any defenses to lack of jurisdiction or venue.

Each party shall pay half of the arbitration fees and shall bear their own costs. No party shall be deemed a "prevailing party" for any purpose, including any statutory or contractual claim based upon "prevailing party" status with respect to the Agreement.

C. Entire Agreement

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services to the City by Beere. It contains all of the representations, covenants and agreements between the parties with respect to Beere's services. Each party to this Agreement acknowledges that no representations,

Exhibit A

inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not contained in this Agreement. No agreement, statement or promise not contained in this Agreement shall be valid or binding.

D. Modification

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

E. Severability

If any part of this Agreement is determined to be invalid, unlawful or unenforceable, that part shall not be deemed to be part of this Agreement.

F. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall constitute an original document, and all of which, when taken together, shall constitute a single document. Fax signatures and electronically transmitted signatures (for example: portable document format ("PDF") files) shall constitute original signatures for the purpose of this Agreement.

G. Voluntary Execution

Beere acknowledges that Beere has read and understands this Agreement, is fully aware of its legal effect, has had an opportunity to consult legal counsel and has entered into it freely and based on Beere's own judgment.

James Beere Date

CITY OF OAKLAND

Betsy Lake Date
Interim City Administrator

Barbara Lee Date
Mayor

Exhibit A

Approved as to Form and Legality:

Ryan Richardson
City Attorney

Resolution No. _____ C.M.S. – passed [date]____ ayes, ____noes,____
abstentions,____absent

Exhibit A

EXHIBIT 1

GENERAL RELEASE AND WAIVER OF CLAIMS

Pursuant to Section 4.B.1. of the Employment Agreement between the City of Oakland ("City"), and myself dated May 14, 2014 ("Employment Agreement") and in consideration of the Severance defined therein in connection with the termination of my employment on this date, I hereby agree to this General Release and Waiver of Claims ("Agreement").

I hereby release and forever discharge the City, and all of its past, present and future Councils, agencies, divisions, and departments, including but not limited to the their respective former, current and future directors, department heads, supervisors, managers, employees, attorneys, elected officials, Councilmembers, City Administrators, and any and all of them (all of the above collectively, the "City Released Parties"), to the extent permitted by law, from any and all liability, actions, causes, causes of action, suits, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, bonds, bills, specialties, covenants, controversies, agreements, promises, damages, judgments, executions, liens, claims and demands of whatever nature or description, in law or in equity, whether now known or unknown, suspected or unsuspected, and occurring prior to the execution of this Agreement and arising from or during my employment or resulting from the termination of my employment, which I now have, own or hold, or at any time heretofore owned, or held, or could or shall or may hereafter own or hold against the City Released Parties, upon or by reason of any matter, cause or thing, all such things constituting the "Released Matters," which are hereby merged into this Agreement and are hereby released in favor of the City Released Parties to the fullest extent permitted by law. This means that I cannot and will not file any claim, charge or lawsuit for the purpose of obtaining any monetary award above and beyond the amounts provided for in this Agreement, reinstatement of my employment or for any equitable relief. If I have previously filed any such claim, I agree to take all reasonable steps to cause it to be withdrawn without further delay.

I acknowledge that the Released Matters include, but are not limited to, all claims arising under federal, state or local laws prohibiting employment discrimination and all claims growing out of any legal restrictions on the City's right to terminate its employees including any breach of contract claims. The Released Matters also specifically encompass all claims of employment discrimination based on race, color, religion, sex and national origin, as provided under Title VII of the Civil Rights Act of 1964, as amended, all claims of discrimination based on age, as provided under the Age Discrimination in Employment Act of 1967, as amended, and the Older Workers Benefit Protection Act, all claims under the Employee Retirement Income Security Act, all claims of employment discrimination under the Americans with Disabilities Act, all claims under state law as provided under the California Government Code, California Labor Code, and any other applicable state or local laws and regulations, contract claims, tort claims, and wage or benefit claims, including but not limited to, claims for salary, bonuses, vacation pay, fringe benefits, severance pay or any other form of compensation (other than the payments, rights and benefits to which I am, pursuant to the express provisions of the Employment Agreement, entitled in connection with my termination of employment; my vested rights, if any, under any City's retirement plan any worker's compensation benefits under any City workers' compensation insurance policy or fund; unemployment, state disability and/or paid family leave insurance benefits pursuant to the terms of applicable state law, and to the extent prohibited by

Exhibit A

law). I agree that this release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 which arise after the date I execute this Agreement or any rights or claims that I may have for any breach of this Agreement.

I understand that there is a risk that subsequent to the execution of this Agreement, I may incur or suffer loss, damage or injuries which are in some way caused by or related to the Released Matters, but which are unknown or unanticipated at the time of the execution of this Agreement. Further, there is a risk that the loss or damage presently known may be or become greater than I now expect or anticipate. I assume this risk and the terms of this Agreement shall apply to all unknown or unanticipated results, as well as those known and anticipated, and I waive all rights related to the Released Matters against the Released Parties pursuant to California Civil Code, Section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

I fully understand that, if any fact with respect to any Released Matters covered by this Agreement is found hereafter to be other than or different from the facts now believed by me to be true, I expressly accept and assume that this Agreement shall be and remain effective, notwithstanding such difference in the facts.

I acknowledge that I have not heretofore assigned or transferred to or purported to assign or transfer to any person not a party hereto any Released Matters or any part or portion thereof, and agree to indemnify and hold harmless the City Released Parties from and against any claim, demand, controversy, damage, debt, liability, account, reckoning, obligation, cost, expense, lien, action, or cause of action (including the payment of attorneys' fees and costs actually incurred whether or not litigation commenced) based on, in connection with, or arising out of any assignment or transfer or claimed assignment or transfer thereof.

I also understand and agree that prior to execution of this Agreement; I have apprised myself of sufficient relevant information in order that I might intelligently exercise my own judgment. I understand and agree that by executing this Agreement, I am waiving any claims under the Federal Age Discrimination in Employment Act of 1967, and the Older Workers Benefit Protection Act. I acknowledge that I expressly acknowledges and agree that by entering into this Agreement: (a) I am waiving all claims under the Federal Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act ("ADEA"); (b) I fully understand the terms, conditions, and provisions of this Agreement; (c) I have freely and voluntarily entered into this Agreement without any threat, coercion, or intimidation by any person; (d) I have been advised to consult with an attorney of his choice prior to signing this Agreement and in fact have consulted with an attorney; (e) the consideration provided for in this Agreement is in addition to that which I am already entitled; (f) I am not waiving my right, if any, to file a complaint or charge with the EEOC or participate in any investigation or proceeding conducted by the EEOC with respect to an age discrimination claim that arose prior to the Effective Date of this Agreement, but am waiving any right to recover damages or to seek reinstatement pursuant to such complaint or charge; (g) this provision does not purport to waive

Exhibit A

ADEA rights or claims that may arise from acts or events occurring after the Effective Date of this Agreement; (h) I am entitled to consider this Agreement for a period of twenty-one (21) days and can waive the twenty-one (21) day period by signing and returning this Agreement and Attachment 1 to this Agreement that the twenty-one (21) day period is waived; and (i) I am entitled to revoke this Agreement for a period of seven (7) days after signing this Agreement ("Revocation Period"), by delivering a written notice of revocation to the City Administrator or City's Personnel Director in the Office of Personnel Resource Management, 150 Frank H. Ogawa Plaza, 3rd Floor, Oakland, CA 94612-2019, which notice must be received at that address no later than the close of business on the seventh (7th) day following execution of this Agreement.

I intend this Agreement to be binding upon myself, my estate, heirs and assignees. I understand and agree that if I breach this Agreement or if I file any claim or lawsuit against the City Released Parties seeking any relief which has been released herein, the release contained herein shall operate as a complete defense to such claims and all payments and benefits provided herein shall cease, and I or my estate shall be required to reimburse the City Released Parties for all payments and benefits I received under this Agreement prior to such time plus any damages and attorneys' fees and costs incurred by the City Released Parties.

I understand that the Released Matters do not pertain to any claims which may subsequently arise in connection with the City's default in the Severance payment obligation under the Employment Agreement or any other obligations thereunder which expressly survive the termination of the Employment Agreement.

I understand that this Agreement does not prevent or prohibit me from filing a claim with a government agency that is responsible for enforcing a law. However, I understand and acknowledge that, because I am waiving all claims for monetary damages and any other form of personal relief in this Waiver and Release, I may only seek and receive non- personal forms of relief through any claim with a government agency.

Consistent with my Employment Agreement and the City Charter, I agree that I shall not at any time or in any manner, either directly or indirectly, whether or not for compensation, use, divulge, disclose or communicate to any person, firm, corporation or any other entity in any manner whatsoever any confidential information concerning any matters affecting or relating to the business of City except with the express written permission of City. Such information includes but is not limited to, the identification of any of City's licensees, sub-licensees, or any of the information concerning the business of the City, its manner of operation, its plans, or other proprietary data where such information is not publicly known and is not otherwise subject to public inspection or disclosure. I further understand and agree that any violation of this paragraph shall constitute and be treated as a material breach of this Agreement.

I further agree not to speak or write critically or negatively about any of the City Released Parties, whether by expressing my or any other person's opinion, or by speaking in any other manner whatsoever that would reasonably be expected to result in the City Released Parties being viewed by another person in a false or negative light. I also agree not to make any comments of a denigrating or disparaging nature about any of the City's operations and/or

Exhibit A

services. I understand and agree that any violation of this paragraph shall constitute and be treated as a material breach of this Agreement.

I further acknowledge and confirm that I have returned to the City any City assets, information, and documents in my possession, custody or control.

I further agree to provide the City with any business information relating to my City employment duties upon its request and to make myself reasonably available to, and cooperate with, the City and its respective representatives on an as needed basis with respect to any matter for which I had responsibility, about which I have knowledge, and/or in which I was engaged on behalf of the City during my employment with the City. I further agree to reasonably cooperate with the City in any internal investigation or administrative, regulatory, or judicial proceeding. I understand and agree that my cooperation may include, but not be limited to, making myself available to the City upon reasonable notice for interviews, and factual investigations, appearing at the City's request to provide testimony without the necessity of receiving a subpoena, volunteering to the City pertinent information, and turning over to the City all relevant documents which may come into my possession. I understand and agree that I will not receive any additional compensation/consideration for complying with this provision other than what is already set forth above herein.

Except for the sections of my Employment Agreement which my termination of employment from the City, this Agreement constitutes the entire agreement between myself and the City with respect to any matters referred to in this Agreement and this Agreement supersedes any and all of the other agreements between myself and the City. No other consideration, agreements, representations, oral statements, understandings or course of conduct that are not expressly set forth in this Agreement should be implied or are binding. I am not relying upon any other agreement, representation, statement, omission, understanding or course of conduct that is not expressly set forth in this Agreement. I understand and agree that this Agreement shall not be deemed or construed at any time or for any purposes as an admission of any liability or wrongdoing by either myself or the City. I also agree that if any provision of this Agreement is deemed invalid, the remaining provisions will still be given full force and effect.

I have read this Agreement and understand all of its terms. I further acknowledge and agree that this Agreement is executed voluntarily, without coercion, and with full knowledge of its significance. I also understand and agree that if any suit is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to its costs, expenses and attorneys' fees as well as any and all other remedies.

Dated: _____

James Beere

Exhibit A

ATTACHMENT 1

WAIVER OF TWENTY-ONE (21) DAY PERIOD

The undersigned, hereby acknowledges that Mitchell was advised that Mitchell could have twenty-one (21) days to consider the General Release and Waiver Agreement (“Agreement”) and voluntarily choose to sign the Agreement prior to the expiration of the twenty-one (21) day period. The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this ____ day of August, 2026, at Oakland, California.

James Beere