

**FIRST AMENDED AND RESTATED EMPLOYMENT AGREEMENT  
CITY OF NEWPORT BEACH FIRE CHIEF**

This EMPLOYMENT AGREEMENT ("Agreement") is made effective as of February 8, 2022 and is entered into by and between the CITY OF NEWPORT BEACH, a California municipal corporation and Charter City ("Employer" or "City") and JEFF BOYLES ("Employee"), an individual (sometimes collectively referred to herein as "the Parties").

**RECITALS**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business under the statutes of the State of California and the City Charter.
- B. Employee has been continuously employed by the City as Fire Chief since July 23, 2019, pursuant to a written Employment Agreement ("2019 Agreement").
- C. The Parties mutually agree that they intend for this Agreement to supersede the 2019 Agreement, and that upon execution of this Agreement, any prior employment agreement shall have no force or effect.
- D. The Parties also mutually agree that this form of Agreement reflects the terms and conditions under which the Parties intend and desire to continue Employee's employment and that there are no other agreements between them oral, written or implied.

Employee is willing to accept such employment on the term and conditions set forth in this Agreement.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned Parties as follows:

**SECTION 1: Term**

- A. This Agreement shall become effective February 8, 2022 ("Effective Date") and shall terminate on December 30, 2025, subject to City's right to terminate Employee's employment at any time, as provided for in this Agreement.
- B. City's election not to extend this Agreement shall not entitle Employee to Severance pursuant to Section 8 of this Agreement.

## **SECTION 2: No Break in Service**

Employee has been continuously employed by the City since February 28, 2000. Employee's continued employment as Fire Chief shall not constitute a break in service.

## **SECTION 3: Duties and Authority**

Employer agrees to employ Employee as Fire Chief to exercise the powers and authority and to perform the functions and duties of that position as specified in the Newport Beach City Charter and Newport Beach Municipal Code ("NBMC") and all relevant resolutions, rules, regulations, procedures, and federal and state codes, as they currently or may in the future exist, specifically including but not limited to those set forth in the "Fire Chief" job description attached hereto as Exhibit A and incorporated herein by this reference. Employee shall exercise such power and authority and perform such other functions and duties, not inconsistent with this Agreement, as Employer, by the City Manager, may legally assign.

## **SECTION 4: Compensation and Performance Evaluation**

- A. Base Salary. Employer agrees to pay Employee an annual base salary of \$242,639.80 (Two Hundred Forty-Two Thousand, Six Hundred Thirty-Nine Dollars and Eighty Cents) ("Base Salary").
- B. Adjustments to Compensation. Effective the pay period that includes July 1, 2022, Employee shall receive a Base Salary increase in compensation equal to two percent (2%) of Base Salary. Effective the pay period that includes January 1, 2023, Employee shall receive a Base Salary increase in compensation equal to 1.43% of Base Salary. Effective July 1, 2023, and thereafter, Employee shall receive a Base Salary increase in compensation equal to the salary range adjustment(s) (percentage increase(s)) provided to unit members as set forth in a Council-approved Memorandum of Understanding ("MOU") between the Newport Beach Fire Management Association ("NBFMA") and the City. In addition to any Base Salary increases in compensation tied to salary range adjustments provided to NBFMA unit members as set forth in a Council-approved MOU between the NBFMA and the City, effective January 1, 2024, Employee's Base Salary shall be increased to the top of the approved salary range for Fire Chief in effect at that time.
- C. The Base Salary and compensation payable to Employee shall be subject to deduction and withholding of any and all sums required for federal or state income tax, pension contributions, and all other taxes, deductions or withholdings required by then current state, federal or local law, prorated and paid on Employer's normal paydays for the City Manager, City Attorney, City Clerk, and any Department Directors not covered by collective bargaining agreements ("Executive Management Employees"). Employee shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Employer shall also deduct sums Employee

is obligated to pay because of participation in plans or programs described in Section 5 of this Agreement.

- D. Uniform Allowance. As permissible by law and subject to the provisions and limitations under the California Public Employees' Retirement Law (California Government Code § 20000 et seq.), as amended or superseded from time to time, the City shall report, biweekly, the value of provided uniforms at \$1,519 (one thousand, five hundred and nineteen dollars) per year, in accordance with California Public Employees' Retirement System ("CalPERS") requirements. The Parties agree the reported value of uniforms is intended to reflect clothing such as pants, shirts, jackets, and related attire and excludes health and safety related equipment Employee agrees and understands that an increase in the uniform allowance will require an amendment to the Agreement for CalPERS to consider a uniform allowance as special compensation. If CalPERS does not agree that the original uniform allowance or any increased allowance qualifies as special compensation, then the City shall have no liability in this regard, no duty to appeal this determination on Employee's behalf, and no duty to represent Employee in proceedings related to said determination.
- E. Evaluations. Employer, via the City Manager, shall conduct annual performance examinations on or about the anniversary of the Effective Date of this Agreement, or consistent with that of other Executive Management Employees.
- F. Employee's compensation as discussed under this Section is not tied to the compensation of any other City employee or group of City employees, except as expressly provided in this Agreement.

#### **SECTION 5: Employee Benefits**

- A. Flex Leave. Employee shall accumulate Flex Leave as provided in the City's Key and Management Compensation Plan ("Compensation Plan"), Executive Management category, Years of Continuous Service, 15 and over, at the rate of 9.69 hours per pay period. The amount of Employee's accrued Flex Leave may not exceed (i.e., no longer accrue) a total of 755.82 (seven hundred fifty-five and eighty-two hundredths) hours.

The right to sell back accumulated Flex Leave shall be consistent with the "Leave Sellback" provision of the Compensation Plan.

This Agreement shall be deemed amended whenever the City Council adopts a resolution changing the Compensation Plan in regard to: (i) the amount of Flex Leave accrued per pay period; (ii) the maximum allowable balance of Flex Hours that can be accrued; (iii) provisions related to the use of Flex Leave to provide dependent care; or (iv) Flex Leave Sellback.

- B. Administrative Leave. Employee may be granted administrative leave hours, if any, in the sole discretion of the City Manager, up to a maximum of eighty (80) hours per calendar year. Employee shall be credited with said leave the first pay period in January of each calendar year. Administrative Leave will not roll over from calendar year to calendar year and must be used each calendar year or no additional entitlement above eighty (80) hours shall arise or occur. Upon separation from

employment, Employee shall be entitled to payment of any hours remaining of the eighty (80) entitled hours that were not used in the calendar year. Consistent with the Compensation Plan, there is no right to sell back any accumulated Administrative Leave.

- C. Holidays. Employee will take time off for holidays in the same manner as Executive Management Employees ("Regular Holidays"). The City will not report Regular Holidays as special compensation.
- D. Other Leaves. Employee shall be entitled to the same Bereavement Leave, Jury Duty Leave, Workers' Compensation Leave and Medical Treatment for Industrial Injuries Leave, as received by Executive Management Employees as provided in the Compensation Plan and/or EPM. This Agreement shall be deemed amended whenever the City Council adopts a resolution changing the Compensation Plan or EPM in regard to these leaves.
- E. Additional Benefits. Unless otherwise provided in this Agreement, Employee shall receive the same benefits as are available to Executive Management Employees under the Compensation Plan and/or EPM, including cafeteria benefits, LIUNA Supplemental Pension, IRS Section 125 Flexible Spending Accounts, short term and long-term disability plans, life insurance plans, and deferred compensation plans. This Agreement shall be deemed amended whenever the City Council adopts a resolution or takes action changing these benefits under the Compensation Plan and/or EPM.
- F. Annual Physical Exam. Employee may undergo an annual physical examination and City shall reimburse Employee for the actual cost of the examination up to a maximum of one thousand dollars (\$1,000).
- G. City-Provided Vehicle. Employee's duties require him to be available to respond to the demands of City business at all times and outside of regular business hours, including weekends. Therefore, City shall provide Employee with a vehicle that may be used for City-related purposes. The make and model of the vehicle shall remain within the City's sole discretion. City shall pay for reasonable maintenance of the vehicle and gasoline. It is contemplated by the parties that Employee will use the vehicle principally for City-related business, however, to the extent that Employee uses the vehicle for any incidental personal business, Employee shall pay for gasoline for all such personal use.
- H. Phone Allowance. Employee shall be entitled to the same phone allowance as provided to any of the Executive Management Employees.
- I. Key and Management Group, Executive Management Category. Except as expressly provided herein, Employee shall be treated as a member of the City's Key and Management Group, Executive Management category. As such, the benefits, terms and conditions of the Compensation Plan shall apply to Employee as provided more specifically above, provided however, in the event of a conflict between the provisions of this Agreement and the Compensation Plan, this Agreement shall prevail.
- J. Retirement - CalPERS. Employee shall be eligible for the "3% at 50" retirement formula (i.e., the same retirement formula set forth in the NBFMA MOU for employees

enrolled in the Tier 1 ("Legacy") retirement formula). Employee's retirement percentage contribution is the same as that applied to unit members of the NBFMA. Employee contributes 13.5% of compensation earnable towards Employee's retirement benefits, which is designated as follows: 9% of Employee/Member's total compensation earnable salary as the Employee/Member Contribution; and 4.5% as cost sharing of the Employer Contribution Rate in accordance with Government Code section 20516(f).

If the City Council enters into an MOU between the City and NBFMA which provides for retirement contributions for members of the NBFMA which differ from the current contribution of 13.5%, this Agreement shall be deemed amended and Employee shall be subject to the same percentage contribution as it is applied to the members of the NBFMA and for the same duration.

- K. Supplemental Pension. Employee is a member of the LIUNA Supplemental Pension Fund ("Plan"). The Plan is funded exclusively by contributions from the members. The City will not make any contributions to the Plan. In addition, as there are increases (which typically occur annually) to the costs (whether identified as employer or employee contributions) to fund the Plan, they will be made by Employee (i.e., the participants in the Plan). The City is not responsible for, nor does it make any representation regarding, the payment of benefits to Employee.

Employee cannot receive the contributed amounts directly instead of having them paid to the Plan. Participation in the Plan will continue to be mandatory for Employee.

Employees who leave City employment prior to vesting in the LIUNA pension plan will have no right to the return of amounts contributed, or other recourse against the City concerning LIUNA.

- L. One-Time Deferred Compensation Deposit. Upon the first day of the pay period following the effective date of this Agreement, Employer shall contribute to Employee's City-sponsored 457 deferred compensation account a one-time lump sum amount of Two Thousand Dollars (\$2,000).

#### **SECTION 6: General Business Expenses**

- A. Employer recognizes that Employee may incur expenses of a non-personal, job-related nature that are reasonably necessary to Employee's service to Employer. Employer agrees either to pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to Employer's normal expense reimbursement procedures, or such other procedure as may be designated by the City Manager. To be eligible for reimbursement, all expenses must be supported by documentation meeting Employer's normal requirements and must be submitted within time limits established by Employer.
- B. Consistent with Employer's normal expense reimbursement procedures or such other procedure as may be designated by the City Manager, Employer agrees to budget and to reimburse or pay for reasonable costs for attendance and participation in meetings, at institutes, training programs, conferences, conventions and similar gatherings that support leadership development and the advancement of Employer and Employee's mutually agreed upon goals, and which are related to Employee's

duties or Employer's operations and held in the continental United States. For purposes of this paragraph, reasonable expenses are limited to the reasonable and actual cost of registration, airfare (where applicable), ground transportation and meals. Reasonable expenses will also include the reasonable and actual cost of lodging for meetings outside of Orange County.

- C. The expenses to be budgeted and paid in this Section 6 are exclusive of reasonable expenses related to events, participation in organizations, or attendance at events or meetings on behalf of the City as required by the City Manager. Employer will separately budget and pay for membership and participation in community, civic or other organizations or events in which Employer requires Employee to participate.

### **SECTION 7: At-Will Employment Relationship**

- A. Consistent with Section 504 of the City Charter and NBMC Section 2.12.020, Employee is appointed by, and serves at the pleasure of, the City Manager. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate this Agreement and the employment of Employee at any time, with or without cause. Employer shall pay Employee for all services through the effective date of termination and Employee shall have no right to any additional compensation or payment, except as provided in Section 8 "Severance and Benefit Payoff at Termination, and General Release Agreement" below. Nothing herein shall be construed to limit the rights and obligations of City and Employee as set forth in the Firefighters Procedural Bill of Rights Act, codified at Government Code section 3250, et seq. ("FPBRA").
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from his employment with Employer, subject only to Employee providing a minimum of sixty (60) calendar days' prior written notice to Employer of the effective date of his resignation. Upon the effective date of resignation, Employee forfeits all compensation and benefits owing for the remainder of the term of this Agreement, as well as any potential "Severance" pay per Section 8 below.

### **SECTION 8: Severance and Benefit Payoff at Termination, and General Release Agreement**

- A. Termination Without Cause. By providing Employee at least fourteen (14) calendar days' prior written notice thereof, the City may terminate Employee without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee is terminated without cause, Employee expressly agrees that he shall not be entitled to any Severance pay as the result of the termination of this Agreement except as provided in this Section 8(A). If Employer terminates Employee without cause, and if Employee signs, delivers to the City, and does not revoke the General Release Agreement in substantially the same form attached hereto as Exhibit B, as approved by the City Attorney to ensure all potential claims are released, then Employer shall pay Employee beginning on the effective date of termination a cash settlement equal to Employee's monthly Base Salary, as adjusted, multiplied by the number of months left on the unexpired term of the

Agreement subject to a cap of six (6) months, and six (6) months of medical coverage as provided under the Compensation Plan and/or EPM as long as Employee is already enrolled and receiving medical coverage through the City medical benefits plan at the time of termination.

In accordance with California Government Code Section 53260, in no event shall Employee receive a cash settlement that is greater than the monthly Base Salary of Employee multiplied by the number of months left on the unexpired term of the Agreement.

The lump sum payment described in this Section 8(A) shall be referred to herein as "Severance".

In order to comply with the requirements of California Government Code Section 3254(c), termination by the City Manager for a reason other than cause shall be conducted in accordance with the following procedures:

1. The City reserves the right to place Employee on paid administrative leave for all or a portion of the fourteen (14) calendar day written notice period provided under this Section 8(A).
2. Employee may request to appear before the City Council prior to the effective date of the termination to challenge the reasons for the termination or to raise mitigating circumstances regarding the termination but in such event would waive any right to Severance pay under this Section 8(A).

B. Termination With Cause. If Employer terminates this Agreement (thereby terminating Employee's Employment) with cause, as determined by the City Manager, Employee shall not be entitled to any Severance. As used in this Agreement, cause shall mean any of the following:

1. Conviction of a felony;
2. Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;
3. Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4;
4. Willful abandonment of duties;
5. A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction of the City Manager or the policy decisions of the City Council made by the City Council as a body; and/or
6. Any other intentional or grossly negligent action or inaction by Employee that materially and substantially: (a) impedes or disrupts the operations of Employer or its organizational units; (b) is detrimental to Employee or public safety; (c) violates properly established rules or procedures of Employer causing a material and substantial adverse impact on Employer; or (d) has a material and substantial adverse effect on Employer's interests as clearly defined and delineated by

properly established City Council action taken by the Council as a body, policy, regulations, ordinances, or Charter provisions of Employer.

Within five (5) calendar days of receipt of written notice of termination for cause under this Section 8(B), Employee may submit a request in writing to the City Manager for an administrative appeal. Such appeal shall not prohibit or otherwise delay the termination of Employee prior to the administrative appeal. Failure to timely file such a request shall be deemed a waiver of the right to do so.

Upon Employee's written appeal request, the City Manager shall appoint an independent hearing officer to conduct an administrative hearing and issue an advisory decision, which shall then be reviewed and considered and either adopted, modified or rejected by City Council. Both the Employee and the City and their respective representatives, if any, shall make reasonable efforts to set an administrative appeal hearing date within thirty (30) calendar days from the City Manager's receipt of the written appeal request.

At the administrative appeal hearing, the independent hearing officer shall be presented with both the information and documents on which the City based its decision to terminate as well as any information and documents on which the City based its decision to terminate for cause as well as any information and documentation that the Employee chooses to submit to challenge the City's information and documents to raise mitigating circumstances for consideration by the independent hearing officer.

Within thirty (30) calendar days of completing the hearing, the independent hearing officer shall issue an advisory decision in writing to the City Council determining whether Employee was properly terminated and whether there was sufficient "cause" to justify not paying Severance under the terms of this Agreement, unless Severance was already tendered. Following City Council's review and consideration of the advisory decision, Employee shall be notified in writing as to whether the advisory decision will be upheld, modified or rescinded.

- C. Resignation. If Employee resigns or otherwise terminates this Agreement (thereby terminating Employee's Employment) or if this Agreement is not renewed, Employee shall not be entitled to any Severance.
- D. Upon termination (regardless of reason), Employee shall be compensated for all accrued but unused Flex Leave and unused Administrative Leave.

#### **SECTION 9: Employee's Obligations and Hours of Work**

- A. Employee shall devote his full energies, interests, abilities and productive time to the performance of this Agreement and utilize his best efforts to promote Employer's interests. Employee's duties may involve expenditures of time in excess of the regularly established workday or in excess of a forty (40) hour workweek and may include time outside normal office hours (including attendance at City Council meetings). Employee's Base Salary includes compensation for all hours worked and Employee shall be classified as an exempt employee for purposes of overtime and shall not be entitled to any form of compensation for overtime. In recognition of the significant time Employee will need to devote outside of normal office hours to

business activities of Employer and the exempt, salaried nature of the employment, Employee is permitted to exercise a flexible work schedule. However, consistent with this flexibility and Employee's participation in activities out of the office, Employee will generally be expected to keep office hours at the Newport Beach Fire Department during normal business hours, subject to Section 9(B) immediately below.

- B. Employee is authorized to work the 9/80 schedule as defined in the City's EPM and referred to in the City's Key and Management Compensation Plan as either may be amended from time to time or superseded. However, as Fire Chief, Employee shall not take a 9/80 day when the press of business or the public safety needs of the community require Employee's attendance.

#### **SECTION 10: Confidentiality**

- A. Employee acknowledges that in the course of his employment contemplated herein, Employee will be given or will have access to confidential and proprietary documents and information, relating to the City, 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 Employee that is not public information or would be exempt from public disclosure as confidential, protected, exempt or privileged information. Employee shall hold the Confidential Information in trust for City's benefit and shall not disclose the Confidential Information to others without the express written consent of City. All Confidential Information shall be promptly returned to the City immediately upon the effective date of any severance of employment.
- B. The obligations of Employer and Employee under this Section 10 shall survive the termination of this Agreement.

#### **SECTION 11: Outside Activities**

Consistent with California Government Code section 1126 et seq., Employee shall not engage in any employment, activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inconsistent, incompatible with or inimical to, or which materially interferes with his duties, functions and responsibilities to Employer.

#### **SECTION 12: Indemnification**

- A. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or

any other intentional or malicious conduct or gross negligence of Employee. (California Government Code sections 825, 995, et. seq.)

- B. Notwithstanding the foregoing, and consistent with Sections 53243 through 53243.3 of the Government Code, Employee shall be required, if convicted of a crime involving an abuse of his office or position, to fully reimburse the City for: (1) any paid leave salary offered by the City to the Employee; (2) any funds provided for the legal criminal defense of the Employee; (3) any cash settlement related to the termination that Employee may receive; and (4) any other payments received by Employee from City that in any way relate to the foregoing.

### **SECTION 13: Other Terms and Conditions of Employment**

Employer may fix other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or applicable law.

### **SECTION 14: Notices**

- A. Notice pursuant to this Agreement shall be given by depositing written notification in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER:  
City of Newport Beach  
c/o City Clerk  
100 Civic Center Drive  
Newport Beach, California 92660

With a courtesy copy to:

City Attorney  
City of Newport Beach  
100 Civic Center Drive  
Newport Beach, California 92660

- (2) EMPLOYEE: Jeff Boyles  
at the home address then shown in Employer's files

- B. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable in civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written

notice in the course of transmission in the United States Postal Service as provided by law.

## **SECTION 15: General Provisions**

- A. Integration. This Agreement sets forth the final, complete and exclusive agreement between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the Parties are merged into this Agreement or are otherwise rendered null and void. The Parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement, which amendment shall require City Council approval. Such amendments shall be incorporated and made a part of this Agreement. The foregoing notwithstanding, Employee acknowledges that, except as expressly provided in this Agreement, his employment is subject to Employer's generally applicable rules and policies pertaining to employment matters, such as those addressing equal employment opportunity, sexual harassment and violence in the workplace, as they currently or may in the future exist, and his employment is, and will continue to be, at the will of the City Manager.
- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- C. Choice of Law. This Agreement shall be interpreted and construed pursuant to and in accordance with the laws of the State of California and all applicable City Charter provisions, Codes, Ordinances, Policies and Resolutions.
- D. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- E. Conflict with City Charter or Municipal Code. In the event of a conflict between the provisions of this Agreement and the City Charter, or this Agreement and the NBMC, the City Charter or the NBMC shall prevail over this Agreement. All other City personnel ordinances, resolutions, rules, and policies shall apply to Employee in the same manner as applied to other Executive Management Employees.
- F. Employee's Independent Review. Employee acknowledges that he has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that he has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of Employer, its officers, agents or employees other than those expressly set forth in this Agreement. Employee acknowledges that he has been advised to obtain, and has availed himself of, legal advice with respect to the terms and provisions of this agreement.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates reflected below each signature.

EMPLOYER:  
CITY OF NEWPORT BEACH  
a California municipal corporation

EMPLOYEE:  
JEFF BOYLES  
an individual

Date: 2/9/2022

Date: 2/10/2022

By:   
Grace K. Leung, City Manager

By:   
Jeff Boyles

APPROVED AS TO FORM:

By:   
Aaron C. Harp, City Attorney

Date: 1/27/22

**ATTEST:**  
Date: 2.15.2022

By:   
Leilani I. Brown  
City Clerk



[End of Signatures]

Attachments: Exhibit A – Fire Chief Job Description  
Exhibit B - General Release Agreement

Exhibit A

# FIRE CHIEF



Class Code:  
700001C

Bargaining Unit: Key & Management - Department Director  
Safety

CITY OF NEWPORT BEACH  
Established Date: Jul 30, 2014  
Revision Date: May 1, 2019

## SALARY RANGE

\$79.72 - \$119.56 Hourly  
\$6,377.48 - \$9,564.91 Biweekly  
\$13,817.87 - \$20,723.98 Monthly  
\$165,814.48 - \$248,687.71 Annually

### DEFINITION:

To serve as the executive director of the Fire Department; to plan, organize, direct and coordinate the fire suppression and prevention, emergency medical services, ocean safety, hazardous waste mitigation, and disaster preparedness programs and activities of the department; to serve as a member of the City Manager's executive management team; and to provide highly responsible and professional staff assistance to the City Manager and City Council.

**SUPERVISION RECEIVED AND EXERCISED:** Receives general administrative direction from the City Manager. Exercises direct supervision over management, supervisory, professional, technical and clerical personnel.

### ESSENTIAL DUTIES:

The following essential functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those below, to address business needs and changing business practices:

- Plan, direct, and review the operation, services and activities of the Fire Department, including fire suppression, hazardous material mitigation, fire and life safety code compliance, emergency medical services, ocean lifeguards, citywide disaster preparedness and response; administer the overall operation of the department, including hiring, personnel administration, budgeting, and community relations; assess community service expectations and requirements and develop appropriate methods to meet service requirements; ensure the maximum utilization of manpower, equipment, and supplies;
- Develop, plan and implement departmental goals and objectives; develop, recommend and administer approved policies and procedures; coordinate departmental activities with those of other City departments and outside agencies and organizations; provide professional and technical advice and assistance to the City Manager and City Council on matters related to departmental functions; Prepare and present staff reports and answer questions;
- Plan, organize, select and supervise the work of departmental staff; coach, motivate, monitor, correct and evaluate staff performance; serve as the second level supervisor of staff supervised by division managers and review performance evaluations prepared by subordinate managers; develop and implement staff training programs and plans; recommend employee recognition, discipline and termination; ensure that City personnel policy and

employee agreements are implemented and applied consistently within the department;

- Supervise and participate in the development of the departmental budget; participate in the forecast of revenue, expenses and additional funds needed for staffing, equipment, materials, and supplies; administer the approved departmental budget and guide subordinate managers in developing and administering division and unit budgets;

- Represent the City and participate in professional and public meetings and organizations, as appropriate; attend staff meetings; participate in mandated training and staff development; respond to and meet with property owners, homeowner groups, business districts, and the public; meet with, provide information and negotiate with various regulatory agencies to satisfy their requirements; represent the City as a witness in legal actions;

- Oversee and direct departmental office operations; maintain appropriate records and files; coordinate workflow; prepare reports, agenda items memoranda, letters and other forms of correspondence;

- Regularly and predictably attend work; and

- Perform related duties as assigned.

## **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

### **Knowledge of:**

Advanced principles and practices of fire suppression and prevention, emergency medical services, disaster preparedness, training, and ocean lifeguard programs and services;

Principles and practices of organization, administration and personnel management and leadership, particularly as applied to the analysis and evaluation of programs, policies and operational needs;

Principles and techniques of budget development and administration;

Applicable Federal, State and local laws, ordinances, codes and regulations;

Principles of supervision, training and performance evaluation;

Current technological and communication equipment and software applicable to the delivery of departmental services to internal and external customers;

Modern office practices, procedures, methods and equipment; and

The use of a PC and applicable software.

### **Ability to:**

Direct, plan and organize the activities of a comprehensive citywide Fire Department, including fire suppression and prevention, emergency medical services, disaster preparedness, personnel training, and ocean lifeguard programs and services;

Analyze problems; identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals;

Interpret and apply City policies, procedures, rules and regulations;

Develop and administer sound departmental policies and procedures;

Stay abreast of new trends, innovations, standards and guidelines in the fields of fire suppression and prevention, emergency medical services, disaster preparedness, hazardous material mitigation and ocean lifeguard services and safety;

Provide leadership to a diverse work force; meeting City objectives while maintaining positive employee morale;

Gain cooperation through discussion and persuasion;

Select, supervise, train and evaluate personnel;

Prepare and administer a departmental budget;

Maintain confidentiality of medical and other privileged information;

Communicate clearly and concisely, both orally and in writing;

Regularly and predictably attend work;

Follow directions from a supervisor;

Understand and follow posted work rules and procedures;

Accept constructive criticism; and

Establish and maintain cooperative working relationship with those contacted in the course of work.

#### **EXPERIENCE & EDUCATION AND LICENSE/CERTIFICATE:**

A combination of experience and education that would likely provide the required knowledge and abilities may be qualifying. A typical way to obtain the knowledge and abilities would be:

Experience: Seven years of increasingly responsible fire suppression and prevention experience, including at least three years of responsible management and supervisory experience at the rank of Fire Battalion Chief or above.

Education: Equivalent to a Bachelor's degree in fire administration or a closely related field. A Master's degree in public administration, fire administration or a related field is desirable.

License/Certificate: Due to the performance of some field duties which require the operation of a personal or City vehicle, a valid and appropriate California driver's license and an acceptable driving record are required.

**Please Note:** Candidates deemed most qualified, as reflected in their application materials, will be invited to continue in the recruitment process. The prospective candidate must successfully complete a thorough background review, including being fingerprinted by the Newport Beach Police Department. The resulting report of your conviction history, (if any), will be evaluated along with the other information received in connection with your application. Except as otherwise required by law, a criminal conviction will not necessarily disqualify you

from the position. The nature, date, surrounding circumstances, and the relevance of the offense to the position applied for may, however, be considered.

**Disaster Service Worker:** In accordance with Government Code Section 3100, City of Newport Beach Employees, in the event of a disaster, are considered disaster service workers and may be asked to respond accordingly.

**FLSA Classification:** Exempt. This position may be required to work extended hours and on holidays as needed. Must have the ability to respond 24/7 to a variety of emergency conditions as they arise.

*Exhibit B*

**GENERAL RELEASE AGREEMENT**

This General Release Agreement ("Agreement") is entered into by and between JEFF BOYLES ("Employee") and CITY OF NEWPORT BEACH ("Employer"), in light of the following facts:

- A. Employee's employment with Employer concluded on\_\_\_\_\_.
- B. Certain disputes have arisen between Employer and Employee.
- C. Employer and Employee each deny any liability whatsoever to the other.
- D. Employer and Employee wish to fully and finally resolve any and all disputes they may have with each other.

E. Employee is hereby informed that Employee has twenty-one (21) days from receipt of this Agreement to consider it. Employer hereby advises Employee to consult with Employee's legal counsel before signing this Agreement.

F. Employee acknowledges that for a period of seven (7) days following the signing of this Agreement ("Revocation Period"), Employee may revoke the Agreement. This Agreement shall not become effective or enforceable until the day the Revocation Period has expired.

G. Employee acknowledges that the Salary Payment referenced in paragraph 1 of this Agreement represents all compensation, including salary, accrued benefit balances and reimbursed expenses, due and payable to Employee through the date of employment termination. Employee also acknowledges that Employer has made this Salary Payment without regard to whether Employee signs this Agreement. The Salary Payment does not constitute consideration for this Agreement. Employee acknowledges that the Severance referenced in paragraph 2 of this Agreement is in excess of all amounts that are due and owing to Employee as a result of Employee's employment by Employer.

1. Receipt of Salary Payment. Employee hereby acknowledges receipt of a check or checks for all compensation owing to Employee, including salary, accrued benefit balances and reimbursed expenses ("Salary Payment") from Employer.

2. Severance. Within ten (10) days following Employee's signing, delivering to the City Manager, and not revoking this Agreement, City shall pay Employee the gross

amount provided for in Section 8 of the First Amended and Restated Employment Agreement effective February 8, 2022, less applicable deductions, and shall provide the months of medical benefits as provided in that same Section 8 (hereinafter "Severance"). Employee acknowledges that the Severance is in excess of all amounts due and owing Employee as a result of Employee's employment by Employer.

3. General Release. In consideration of the Severance to be paid and provided to Employee, and other good and valuable consideration, Employee hereby releases and discharges Employer and its past and present City Council Members, employees, representatives and agents, from all rights, claims, causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of Employee's employment with Employer which Employee now has, or ever had, including but not limited to any rights, claims, causes of action or damages arising under the Firefighters Procedural Bill of Rights Act, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Employment Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Family and Medical Leave Act of 1993, the Domestic Partners Act of 2003, the California Labor Code, the Private Attorneys General Act of 2004, the California Moore-Brown-Roberti Family Rights Act, the California Unruh Civil Rights Act, the California Fair Employment and Housing Act, the Equal Pay Act, the Fair Labor Standards Act, any other federal, state, or local employment practice legislation, or any federal or state common law, including wrongful discharge, retaliation, whistle-blowing, breach of express or implied contract, or breach of public policy.

Employee hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. Employee understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of Employer and its past and present City Council Members, employees, representatives and agents, Employee expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which Employee does not know or suspect to exist in Employee's favor.

Employee further acknowledges that Employee has read this General Release and that Employee understands that this is a general release, and that Employee intends to be legally bound by the same.

4. Fees. Employee and Employer agree that in the event of litigation relating to this General Release Agreement, the prevailing party shall not be entitled to recover its reasonable attorneys' fees.

CITY OF NEWPORT BEACH

Dated \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Grace K. Leung, City Manager

Dated \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Jeff Boyles

**APPROVED AS TO FORM:**

CITY ATTORNEY'S OFFICE

By: \_\_\_\_\_  
Aaron C. Harp, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Leilani Brown, City Clerk

Date: \_\_\_\_\_