

**AMENDMENT B TO CITY OF NEWPORT BEACH  
FIRST AMENDED AND RESTATED EMPLOYMENT  
AGREEMENT – CITY OF NEWPORT BEACH FIRE CHIEF**

**WHEREAS**, on February 8, 2022, 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”) entered into a First Amended and Restated Employment Agreement (“Agreement”) for the period of February 8, 2022 through December 30, 2025;

**WHEREAS**, given existing inflationary pressures and to aid in the recruitment and retention of valuable employees, the Council wishes to amend the Agreement; and

**WHEREAS**, this amendment will not be binding until it is approved by the City Council.

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

1. Section 5.J., Employee Benefits, Retirement-CalPERS of the Agreement is amended to read as follows:

**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 I ("Legacy" retirement formula). 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).

Temporary Reduction. Effective the pay period that includes January 1, 2023, Employee shall contribute the full statutory member contribution, equal to 9%, plus an additional 3% of compensation earnable toward retirement costs as permitted

under Government Code section 20516(f), for a total contribution of 12%. This reduction in the employee contribution rate sunsets at the end of the last full pay period in December 2025. Accordingly, effective the pay period that includes January 1, 2026, Employee shall contribute the full statutory member contribution required by members of the NBFMA, which is currently equal to 9% of compensation earnable, plus an additional 4.5% of compensation earnable toward retirement costs as permitted under Government Code section 20516(f), for a total contribution of 13.5%.

Effective the pay period that includes January 1, 2023, the CalPERS retirement contributions for Employee shall be as noted above and shall not be tied to the retirement contributions required by members of the NBFMA. Effective the pay period that includes January 1, 2026, the CalPERS retirement contributions for Employee shall be tied to the retirement contributions required by members of the NBFMA. If there are future changes to those employee retirement contributions, this Agreement shall be deemed amended and Employee shall be subject to the same formula or percentage contribution as applied to Tier I Legacy members of the NBFMA, as set forth in a council-approved MOU, and for the same duration.

2. Section 5, Employee Benefits, of the Agreement is amended to add Subsection (M), Lump Sum Bonus (FY 2024-2025), which shall read as follows:

“M. Lump Sum Bonus (FY 2024-25). Lump sum bonuses in the amount of One Thousand Dollars and No Cents (\$1,000.00) will be paid to Employee as long as he is employed by the City on each of the following dates, as set forth below:

- If Employee remains employed by the City on August 27, 2024, he will receive a lump sum bonus of One Thousand Dollars and No Cents (\$1,000) on September 13, 2024;
- If Employee remains employed by the City on October 1, 2024, he will receive a lump sum bonus of One Thousand Dollars and No Cents (\$1,000) on October 11, 2024;

- If Employee remains employed by the City on January 1, 2025, he will receive a lump sum bonus of One Thousand Dollars and No Cents (\$1,000) on January 17, 2025; and
- If Employee remains employed by the City on April 1, 2025, he will receive a lump sum bonus of One Thousand Dollars and No Cents (\$1,000) on April 11, 2025.

The parties intend and understand that the lump sum bonuses are non-pensionable and will not be reported to CalPERS. The parties also agree that the bonus payments are intended to be specific to the pay period in which they are paid, and each lump sum bonus is considered part of the regular rate for the pay period in which it is paid only.”

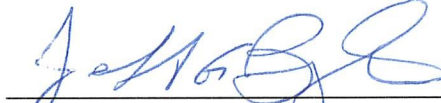
3. Except as expressly modified herein, all other terms and provisions set forth in the Agreement shall remain unchanged and shall be in full force and effect.

**(Signatures on the Next Page)**

EMPLOYER  
CITY OF NEWPORT BEACH  
A Municipal Corporation

EMPLOYEE,  
An Individual

By:   
Grace K. Leung, City Manager

By:   
Jeff Boyles, Fire Chief

Date: 8/29/2024

Date: 08/14/2024

APPROVED AS TO FORM:

By:   
Aaron C. Harp, City Attorney

Date: 8/15/2024

ATTEST:

By:   
Leilani I. Brown, City Clerk

Date: 9.4.2024

