

Attachment A

RESOLUTION NO. 2026-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, ADOPTING A MODIFIED SALARY SCHEDULE FOR THE POLICE CHIEF AND FIRE CHIEF AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENTS TO THE POLICE AND FIRE CHIEF EMPLOYMENT AGREEMENTS

WHEREAS, Newport Beach Municipal Code Section 2.28.010 authorizes the City Council of the City of Newport Beach ("City Council") to establish terms of employment, including compensation and benefits, for City of Newport Beach ("City") employees;

WHEREAS, the City Council previously adopted Resolution No. 2025-45, the Key and Management Compensation Plan (the "2025 Plan"), establishing compensation and benefits terms for unrepresented employees, including Executive Management, Administrative Management, Division Management and Confidential employees for the period of July 12, 2025, through June 30, 2028;

WHEREAS, the 2025 Plan establishes salary ranges for the Police Chief and Fire Chief positions;

WHEREAS, the City Manager has considered internal compensation relationships, market conditions, and organizational structure affecting executive public safety leadership positions, including salary compression and compaction issues;

WHEREAS, the City Manager recommends that the employment agreements for the Police Chief and Fire Chief be amended to maintain appropriate compensation differentials between executive leadership positions and subordinate classifications and to promote effective organizational management, recruitment, retention, succession planning, and operational continuity;

WHEREAS, the newly negotiated Police Chief and Fire Chief agreements contain base wage adjustments which may exceed their current salary ranges, even as modified by the cost-of-living adjustments set forth in the 2025 Plan; and

WHEREAS, the City Council desires to authorize the City Manager to enter into amended employment agreements and adopt a new salary schedule that modifies the salary ranges for the Police Chief and Fire Chief to maintain appropriate internal alignment and provide sufficient salary range movement to accommodate the compensation provisions set forth in their respective employment agreements.

NOW, THEREFORE, the City Council of the City of Newport Beach resolves as follows:

Section 1: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 2: The City Council does hereby approve the salary range for the Police Chief as set forth in Exhibit "A," which shall be effective for the entire pay period that includes June 9, 2026, and which shall prevail over any previously adopted salary range for the Police Chief that conflicts herewith. After June 9, 2026, the salary range for the Police Chief shall be adjusted as set forth in an approved Memorandum of Understanding ("MOU") between the Newport Beach Police Management Association ("NBPMA") and the City, or any amendment thereto, and shall be effective on the date that any salary schedule adjustment, which results in an increase in compensation, goes into effect for the NBPMA employees including, but not limited to, the four percent (4%) increase in compensation effective July 11, 2026, and the four percent (4%) increase in compensation effective July 10, 2027. The City Manager is authorized to enter into the Second Amended and Restated Employment Agreement with the Police Chief, which is attached hereto as Exhibit B and incorporated herein by this reference.

Section 3: The City Council does hereby approve the salary range for the Fire Chief as set forth in Exhibit "A," which shall be effective for the entire pay period that includes June 9, 2026, and which shall prevail over any previously adopted salary range for the Fire Chief that conflicts herewith. After June 9, 2026, the salary range for the Fire Chief shall be adjusted as set forth in an approved MOU between the Newport Beach Fire Management Association ("NBFMA") and the City, or any amendment thereto, and shall be effective on the date that any salary schedule adjustment, which results in an increase in compensation, goes into effect for the NBFMA employees including, but not limited to, the four percent (4%) increase in compensation effective July 11, 2026 and the four percent (4%) increase in compensation effective July 10, 2027. The City Manager is authorized to enter into the Second Amended and Restated Employment Agreement with the Fire Chief, which is attached hereto as Exhibit C and incorporated herein by this reference.

Section 4: The City's Salary Schedule shall be modified as needed to be consistent with this resolution.

Section 5: If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or

more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 6: The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 7: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

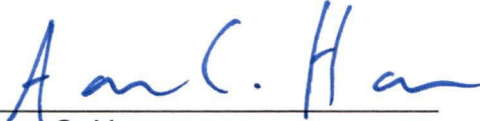
ADOPTED this 9th day of June, 2026.

Lauren Kleiman
Mayor

ATTEST:

Lena Shumway
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

Attachments: Exhibit A – Salary Schedules for Police Chief and Fire Chief
Exhibit B – Police Chief Second Amended and Restated Employment Agreement
Exhibit C – Fire Chief Second Amended and Restated Employment Agreement

Exhibit A

Police Chief Salary Schedule Adjustment

The City of Newport Beach
Key & Management Position - Executive Management, Safety

Effective May 30, 2026:
1.25% Equity Adjustment

POSITION	GRADE	RANGE	HOURLY RATE	MONTHLY RATE	ANNUAL SALARY
Police Chief	02B	Low	\$ 103.39	\$ 17,920	\$ 215,041
Police Chief	02B	Mid	\$ 133.10	\$ 23,070	\$ 276,842
Police Chief	02B	High	\$ 162.81	\$ 28,220	\$ 338,644

Effective July 11, 2026:
4% Cost-of-Living Adjustment (COLA)¹

POSITION	GRADE	RANGE	HOURLY RATE	MONTHLY RATE	ANNUAL SALARY
Police Chief	02B	Low	\$ 107.52	\$ 18,637	\$ 223,642
Police Chief	02B	Mid	\$ 138.42	\$ 23,993	\$ 287,916
Police Chief	02B	High	\$ 169.32	\$ 29,349	\$ 352,189

Effective July 10, 2027:
4% Cost-of-Living Adjustment (COLA)¹

POSITION	GRADE	RANGE	HOURLY RATE	MONTHLY RATE	ANNUAL SALARY
Police Chief	02B	Low	\$ 111.82	\$ 19,382	\$ 232,588
Police Chief	02B	Mid	\$ 143.96	\$ 24,953	\$ 299,433
Police Chief	02B	High	\$ 176.09	\$ 30,523	\$ 366,277

¹ Salary adjustments for the Police Chief classification shall occur at the same time and be the same percentage as the salary adjustments received by the Police Management Association employees during the term of the Key & Management Compensation Plan.

Hourly rates are rounded to the nearest hundredth. Monthly and annual salaries are rounded to the nearest whole dollar. Actual rates may vary slightly due to rounding.

Exhibit A

Fire Chief Salary Schedule Adjustment

The City of Newport Beach
Key & Management Position - Executive Management, Safety

Effective May 30, 2026:
2.25% Equity Adjustment

POSITION	GRADE	RANGE	HOURLY RATE	MONTHLY RATE	ANNUAL SALARY
Fire Chief	01C	Low	\$ 96.14	\$ 16,665	\$ 199,980
Fire Chief	01C	Mid	\$ 123.77	\$ 21,454	\$ 257,449
Fire Chief	01C	High	\$ 151.40	\$ 26,243	\$ 314,919

Effective July 11, 2026:
4% Cost-of-Living Adjustment (COLA)¹

POSITION	GRADE	RANGE	HOURLY RATE	MONTHLY RATE	ANNUAL SALARY
Fire Chief	01C	Low	\$ 99.99	\$ 17,332	\$ 207,979
Fire Chief	01C	Mid	\$ 128.72	\$ 22,312	\$ 267,747
Fire Chief	01C	High	\$ 157.46	\$ 27,293	\$ 327,516

Effective July 10, 2027:
4% Cost-of-Living Adjustment (COLA)¹

POSITION	GRADE	RANGE	HOURLY RATE	MONTHLY RATE	ANNUAL SALARY
Fire Chief	01C	Low	\$ 103.99	\$ 18,025	\$ 216,299
Fire Chief	01C	Mid	\$ 133.87	\$ 23,205	\$ 278,457
Fire Chief	01C	High	\$ 163.76	\$ 28,385	\$ 340,616

¹ Salary adjustments for the Fire Chief classification shall occur at the same time and be the same percentage as the salary adjustments received by the Fire Management Association employees during the term of the Key & Management Compensation Plan.

Hourly rates are rounded to the nearest hundredth. Monthly and annual salaries are rounded to the nearest whole dollar. Actual rates may vary slightly due to rounding.

EXHIBIT B
POLICE CHIEF SECOND AMENDED AND RESTATED
EMPLOYMENT AGREEMENT

**SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT
CITY OF NEWPORT BEACH POLICE CHIEF**

This SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT ("Agreement") is made effective as of June 9, 2026 ("Effective Date"), and is entered into by and between the CITY OF NEWPORT BEACH, a California municipal corporation and Charter City ("Employer" or "City") and DAVID MINER ("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 Police Chief since February 22, 2025. Employee is currently employed under a First Amended and Restated Employment Agreement dated February 25, 2025 ("Employment Agreement").
- C. The Parties mutually agree that they intend for this Agreement to supersede all prior Employment Agreements, and that upon execution of this Agreement, any prior Employment Agreements 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.

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

SECTION 1: Term

- A. Term. This Agreement shall become effective June 9, 2026, and shall terminate on February 28, 2030 ("Term"), subject to the City's right to terminate Employee's employment at any time as provided for in this Agreement, and Section 504 of the City Charter.
- B. Extension of Agreement. 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 July 1, 2002. Employee shall not have a break in employment service between the prior Employment Agreement and this Agreement.

SECTION 3: Duties and Authority

Employer agrees to continue to employ Employee as Police Chief, to exercise the powers and authority and to perform the functions and duties specified in the Newport Beach City Charter, the Municipal Code and all relevant resolutions, rules, regulations, procedures, applicable job description(s) and state codes, as they currently or may in the future exist, specifically, but not limited to, those set forth in the "Police Chief" 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 Three Hundred Twenty-Four Thousand Three Hundred Eighty-Six Dollars and 13/100 (\$324,386.13) ("Base Salary"), effective for the pay period that includes June 9, 2026.

B. Adjustments to Compensation / Salary Schedule.

1. Annual Base Salary Increase. Beginning in 2027, and each year thereafter, Employee shall receive a Base Salary increase in compensation equal to three percent (3%) of the Base Salary or, if a smaller increase in Base Salary will place Employee at the top of the salary schedule for the Police Chief position, Employee's Base Salary shall be increased to the maximum provided for the Police Chief position in the salary schedule adopted by the City Council. For example, if a two percent (2%) increase will place Employee at the top of the salary schedule for the Police Chief position, the increase provided in this subsection for that year would be two percent (2%) rather than three percent (3%). The increase shall be effective for the pay period that includes February 25. The Annual Base Salary Increase provided for in this subsection is intended to set a minimum amount that the Base Salary will be increased each year until Employee reaches the top of the salary schedule for the Police Chief position, as amended from time to time, and nothing in this subsection shall prevent the City Manager from increasing the Base Salary more than three percent (3%) in any year, provided that any increase shall not exceed the approved salary schedule for the Police Chief position adopted by resolution of the City Council.

2. Performance - Base Salary Increase. Employer, via the City Manager, shall conduct annual performance examinations on or about February 25 each year, or consistent with that of other Executive Management Employees. In addition to the Annual Base Salary increase provided for in Subsection 4(B)(1), if the City Manager determines that the Police Chief's performance is satisfactory, the City Manager may increase the Police Chief's Base Salary by a percentage the City Manager deems appropriate, provided that any increase shall not exceed the approved salary schedule for the Police Chief position adopted by resolution of the City Council.

 3. Newport Beach Police Management Association Salary Schedule Adjustments - Base Salary Increase. Employee shall receive a Base Salary increase in compensation equal to the salary schedule adjustment(s) (percentage increase(s)) provided to Newport Beach Police Management Association ("NBPMA") employees, as set forth in an approved Memorandum of Understanding ("MOU") between the NBPMA and the City, or amendment thereto, on the date that any salary schedule adjustment, which results in an increase in compensation, goes into effect for the NBPMA employees including, but not limited to, the four percent (4%) increase in compensation effective July 11, 2026. The Parties expressly agree that the salary schedule for the Police Chief position, which is reflected in the City Council approved salary schedule, shall be adjusted by the same percentage increase(s) as provided to NBPMA employees, so that the Base Salary remains within the approved salary range.
- C. Withholdings. The Base Salary and compensation payable to Employee shall be subject to deductions and withholdings of 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"). 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 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 \$1,350 (One Thousand, Three Hundred and Fifty 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. If CalPERS does not agree

that the uniform allowance qualifies as special compensation, the City shall have no liability in this regard or duty to represent Employee in proceedings related to said determination. This Agreement shall be deemed amended whenever the City approves a new uniform allowance via a MOU, or amendment thereto, or Side Letter Agreement with the NBPMA.

- E. Scholastic Achievement Pay. As provided in the City' s Key and Management Compensation Plan, as amended, ("Compensation Plan") and the current NBPMA MOU, safety employees are paid scholastic achievement pay for various levels of scholastic achievement. Likewise, Employee shall be entitled to additional scholastic achievement pay, contingent upon scholastic achievement, to the extent provided herein. Additional compensation for scholastic achievement pay for obtaining a Bachelor of Arts ("BA"), Bachelor of Science ("BS"), Master of Arts ("MA"), Master of Science ("MS") or Juris Doctor ("JD") degree is as follows:

<u>Degree</u>	<u>Scholastic Pay Percentage</u>
BA/BS	7% of Base Salary
MA/MS/JD	8.5% of Base Salary

Compensation set forth in this subsection shall be effective starting the pay period that includes June 9, 2026. Employer and Employee agree that the pays are not cumulative and shall be paid in the same manners as paid to the NBPMA. If there are future changes to the scholastic pay percentages offered to members of the NBPMA for obtaining BA, BS, MA, MS, or JD degree, as set forth in a council-approved MOU or Side Letter Agreement, the same percentage changes will be made for Employee.

The Parties agree that to the extent permitted by law, the scholastic achievement pay in this subsection is special compensation and shall be reported to CalPERS as such, pursuant to Title 2 California Code of Regulations, Section 571 (a)(2) and 571.1 (b)(2),

The Parties agree that scholastic achievement pay does not impact or limit the amount that may be paid as Base Salary.

- F. Special Leadership Compensation.

Starting with the pay period that includes June 9, 2026, Employee shall receive biweekly payments of four percent (4%) of Base Pay earned for that pay period for the completion of leadership training courses including completion of the California Post Supervisory Leadership Institute, the Post Command College, the FBI National Academy or the Executive Leadership Institute.

The parties agree that to the extent permitted by law, the special leadership compensation in this subsection is special compensation and shall be reported to CalPERS pursuant to Title 2 CCR, Section 571 (a)(2) and 571.1 (b)(2) Educational Incentive Pay.

The Parties agree that the maximum special leadership compensation payable under this section is four percent (4%) of Base Salary for the completion of all leadership training.

The Parties agree that special leadership pay does not impact or limit the amount that may be paid as Base Salary

- G. Other City Employees/Groups. 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. Leave Benefit Balances Carried Over. All of Employee's accrued Flex Leave and other benefit balances shall carry over as set forth herein. Employee's Flex Leave shall continue to accrue under the terms of applicable City policies and the provisions in Section 5(B) immediately below.
- B. 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 shall 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.

- C. Administrative Leave. Employee may be granted administrative leave hours, if any, at the sole discretion of the City Manager, up to a maximum of eighty (80) hours per calendar year. Administrative Leave hours will be credited to Employee the first pay period in January of each calendar year. Consistent with the City's Key and Management Compensation Plan, Administrative Leave does not accrue and cannot

be carried over from year to year.

- D. 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.
- E. Other Leaves. Employee shall be entitled to the same leaves as received by Executive Management Employees as set forth in the Compensation Plan and/or Employee Policy Manual ("EPM"). This Agreement shall be deemed amended whenever the City Council adopts a resolution changing the Compensation Plan or EPM regarding these leaves.
- F. 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, IRS Section 125 Flexible Spending Accounts, short term and long-term disability plans, life insurance plans, holiday pay, holiday closure leave, and deferred compensation plans. This Agreement shall be deemed amended whenever the City Council adopts a resolution or acts changing these benefits under the Compensation Plan and/or EPM.
- G. 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).
- H. 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.
- I. Phone Allowance. Employee shall be entitled to the same phone allowance as provided to any of the Executive Management Employees.
- J. 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.

- K. Retirement - CalPERS. Employee shall be eligible for the "3% at 50" retirement formula (i.e., the same retirement formula set forth in Section 4 (D) (1) of the "Retirement Benefits" and Tier 1 ("Legacy") portion of the current NBPMA MOU. Employee shall contribute the full statutory member contribution equal to 9% of compensation earnable plus an additional 4.6% of compensation earnable (as cost sharing of the Employer Contribution Rate in accordance with Government Code Section 20516 (f)) for a total contribution of 13.6% of compensation earnable.

Employee's retirement percentage contributions shall be tied to the retirement contributions required by Tier I safety employees. If the City Council enters into an MOU between the City and NBPMA which provides for retirement contributions for members of the NBPMA which differ from the current contribution of 13.6%, this Agreement shall be deemed amended and Employee shall be subject to the same percentage contribution as is applied to the members of the NBPMA and for the same duration.

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 Council. 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 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 Newport Beach Municipal Code 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 Police Safety Officers Procedural Bill of Rights Act, codified at Government Code Section 3300, et seq. ("POBRA").
- 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 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 because of the termination of this Agreement except as provided in Section 8(A). If Employer terminates Employee without cause, and if Employee signs, delivers to the City, and does not revoke, an Agreement of Separation, Severance and General Release

approved by the City Attorney to ensure all potential claims associated in any way with Employee's employment are released, as determined in the sole discretion of the City Attorney, then Employer shall pay Employee beginning on the effective date of the Separation Agreement, a cash settlement equal to the following:

1. The Employee's monthly Base Salary, as adjusted, multiplied by 6, or the number of months remaining on the unexpired Term, whichever is less; and
2. Employee's current applicable monthly cafeteria allowance (as provided for in the Compensation Plan), as adjusted, multiplied by 6 or the number of months remaining on the unexpired Term, whichever is less.

In accordance with Government Code Section 53260 (a), 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".

Consistent with applicable law, including California Government Code section 3304 (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) 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) 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) 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) 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/Non-Renewal: If Employee resigns or otherwise terminates this Agreement (thereby terminating Employee's Employment) or if this Agreement is not renewed as provided in Section 1, Employee shall not be entitled to any Severance.

- D. Flex and Administrative Leave. Upon termination (regardless of reason), Employee shall be compensated for all accrued but unused Flex Leave and any 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 Police 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 Police 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

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.

The obligations of 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. Consistent with the California Government Code, Employer shall defend and indemnify Employee, using legal counsel of Employer's choosing, against expense or legal liability for acts or omissions by Employee occurring within the course and scope of Employee's employment under this Agreement. In the event Employer determines that there is a conflict of interest between Employer and Employee, and independent counsel is required for Employee, Employer may select the independent counsel after having considered the input of Employee and shall pay the reasonable fees of such independent counsel consistent with City litigation guidelines and standard rates received by City from its chosen special counsel. (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: Release of all Claims

- A. In consideration for the entry into this Agreement, Employee, on behalf of himself, his agents, relatives, heirs, estate, executors, administrators, successors, and assigns, fully releases, acquits and forever discharges the City, its past and present elected and appointed officials, officers, employees, agents, affiliates, and attorneys from all actions, causes of action, claims, judgment, obligations, damages, and liabilities of whatsoever kind and character, including, but not limited to, any actions, causes of action, claims, charges, judgments, obligations, damages, or liabilities relating to Employee's employment with the City, as of the Effective Date including, but not limited to, those arising out of any claims for violation of any alleged contract, express or implied; any covenant of good faith and fair dealing, whether express or implied; any tort; any violation of local law, alleged wrongful termination, hostile work

environment, any federal, state, or local statute or regulation, including any claims under the federal or state constitutions; any federal, state, or local statute or regulation based on or related to California Labor Code section 1194, California Industrial Welfare Commission Wage Orders, Americans with Disabilities Act (42 U.S.C. §§ 12101-12213), California Family Rights Act (Gov. Code §§ 12945.1-12945.2), Age Discrimination in Employment Act as amended by the Older Workers Benefit Protection Act (29 U.S.C. §§ 621-634), Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq., Equal Pay Act of 1963, Fair Labor Standards Act (29 U.S.C. § 201, et seq.), Employment Retirement Income Security Act of 1974 (29 U.S.C. § 1001, et seq.), Title VII (Civil Rights Act of 1964, 42 U.S.C. §§ 2000e-2000e-17), Sections 1981-88 of Title 42 of the United States Code (42 U.S.C. § 1981, et seq.), the California Fair Employment and Housing Act (Gov. Code §§ 12900-12996), the California Whistleblower Protection Law (Cal. Lab. Code § 1102.5); and Federal Transit Law.

- B. This Agreement does not limit Employee's ability to bring an administrative charge with an administrative agency, but Employee expressly waives and releases any right to recover any type of personal relief from the City, including monetary damages, in any administrative action or proceeding, whether state or federal, and whether brought by Employee or on Employee's behalf by an administrative agency, related in any way to the matters released herein. Furthermore, nothing in this Agreement prohibits Employee from reporting possible violations of law or regulation to any government agency or entity, including but not limited to the Equal Employment Opportunity Commission, the California Civil Rights Department, the Department of Labor and/or the Department of Justice, or making other disclosures that are protected under the whistleblower provisions of law. Employee does not need prior authorization of the City to make any such reports or disclosures and is not required to notify the City that he has made such reports or disclosures.
- C. Release of all claims as set forth herein, shall not include claims arising from or related to the enforcement or performance of this Agreement. Further, the released claims shall not include, nor be construed as, a waiver of Employee's rights under Government Code Sections 825 and 995, including any pending litigation against the City in which Employee is currently or may become a named defendant.
- D. Civil Code Section 1542 Waiver. Employee understands and expressly agrees that this Agreement extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, and all rights under Section

1542 of the California Civil Code are hereby expressly waived. Section 1542 reads 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.



Initials

Employee hereby expressly waives the provisions of California Civil Code section 1542 and further expressly waives any right to invoke said provisions now or at any time in the future.

Employee recognizes and acknowledges that factors which have induced him to enter into this Agreement may turn out to be incorrect or to be different from what he had previously anticipated, and he hereby expressly assumes all the risks thereof and further expressly assumes the risks of waiving the rights provided by California Civil Code section 1542.

E. Age Discrimination in Employment Act Waiver and Release. The Age Discrimination in Employment Act of 1967 ("ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act ("OWBPA"), 29 USC. §§ 626, et. seq. further augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Employee acknowledges that he is knowingly and voluntarily, for just compensation in addition to anything of value to which Employee is already entitled, waiving and releasing any rights he may have under the ADEA and/or OWBPA through the Effective Date. Employee further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

1. This waiver/release is written in a manner understood by Employee.
2. Employee is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA, or similar age discrimination laws.
3. Employee is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this Agreement, and the waiver and release of any

rights he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the twenty-one (21) days. If Employee elects to sign this Agreement before the expiration of the twenty-one (21) day period, he waives the balance of the twenty-one (21) day period.

4. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the date this Agreement takes effect.
5. Employee was advised and by this Agreement is advised in writing that he should consult with an attorney prior to executing this Agreement. Employee has had an opportunity to discuss this waiver and release with, and to be advised regarding this Agreement, by an attorney of his choice, and does not need any additional time within which to review and consider this Agreement.
6. Employee has seven (7) calendar days following his execution of this Agreement to revoke the Agreement by submitting a written revocation addressed to and received by the City Attorney of the City of Newport Beach, 100 Civic Center Drive, Newport Beach, CA, 92660, attention Aaron Harp and emailed to aharp@newportbeachca.gov. This Agreement shall not become effective or enforceable until the expiration of the seven (7) day revocation period and approval by the City Council.
7. Employee knowingly and voluntarily agrees to all the terms set forth in this Agreement and knowingly and voluntarily intends to be bound by those terms.

EMPLOYEE ACKNOWLEDGES BY HIS SIGNATURE TO THIS AGREEMENT THAT HE FULLY UNDERSTANDS HIS RIGHT TO DISCUSS THIS WAIVER WITH LEGAL COUNSEL, AND HAS CAREFULLY READ AND FULLY UNDERSTANDS THE WAIVER, AND THAT HE IS VOLUNTARILY AGREEING TO WAIVE ANY CLAIMS THAT HE HAS OR MAY HAVE UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE OLDER WORKERS BENEFIT PROTECTION ACT, AND ANY OTHER LAWS PROHIBITING AGE DISCRIMINATION IN EMPLOYMENT ARISING FROM OR RELATED OR ATTRIBUTABLE TO THE PARTIES' ALLEGATIONS OR CLAIMS.

SECTION 14: 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 15: 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: David Miner

At the home address then shown in Employer's file(s)

- 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 16: General Provisions

- A. No Pending Claims and/or Actions. Employee represents and warrants that he has not filed any lawsuits, complaints, appeals, claims, applications or charges against the City or any related persons or against any of its or their past or present elected or appointed officials, officers, directors, governing bodies, employees, agents, predecessors, attorneys, divisions, affiliates, representatives, successors in interest and assigns and/or all persons acting by, through, under, or in concert with any of them, with any state or federal court, or local, state or federal agency, or administrative or quasi-administrative tribunal or person, arising out of his employment with the City. This Agreement shall not limit Employee from pursuing claims for the sole purpose of enforcing his rights under this Agreement and is not precluded from filing a claim for unemployment benefits or workers' compensation benefits (except as to claims under

Labor Code sections 132a and 4553), as well as any other claims that cannot lawfully be released.

- B. No Reliance. Employee represents and acknowledges that in executing this Agreement he does not rely and has not relied upon any representation or statement not set forth herein made by any of the Parties or any of the Parties' agents, representatives, or attorneys regarding the subject matter, basis or effect of this Agreement or otherwise.
- C. 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. 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.
- D. 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.
- E. 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. Venue for any action to interpret or enforce any provision of this Agreement shall be in the Superior Court of California, County of Orange.
- F. Severability. If any court of competent jurisdiction declares or determines that any provision in this Agreement is illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms and provisions, will not be affected. The provision found illegal, unenforceable or invalid shall be deemed not a part of this Agreement.
- G. 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.

- H. Employee's Independent Review – Voluntary Execution. Employee represents and agrees that he has been advised to discuss this Agreement with an attorney, and that he has carefully read and fully understands all the provisions of the Agreement, that he is voluntarily entering into this Agreement, and that he has the capacity to enter into this Agreement. Employee further acknowledges that he is entering into this Agreement freely and voluntarily without duress or coercion.
- I. Section Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- J. Attorneys' Fees. Should it be necessary for either party to commence litigation to enforce any provisions of this Agreement, the prevailing party therein shall not be entitled attorneys' fees incurred in the enforcement of any provision herein.

(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
An Individual

By: _____
Seimone Jurjis, City Manager

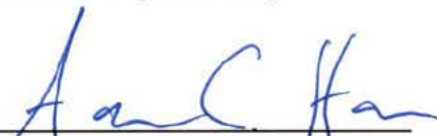
By: 
David Miner

Date: _____

Date: June 2, 2026

APPROVED AS TO FORM:

Office of the City Attorney

By: 
Aaron C. Harp, City Attorney

Date: 5/14/2026

ATTEST:

By: _____
Lena Sumway, City Clerk

Date: _____

[End of Signatures]

Attachments: Exhibit A – Police Chief Job Description.

Exhibit A



City of Newport Beach POLICE CHIEF

CLASS CODE	700002B	SALARY	\$102.11 - \$160.80 Hourly \$8,168.69 - \$12,863.95 Biweekly \$17,698.82 - \$27,871.90 Monthly \$212,385.89 - \$334,462.75 Annually
ESTABLISHED DATE	March 02, 2010	REVISION DATE	November 16, 2022

Definition

Under direction of the City Manager, the Police Chief is responsible for the administration, development, and advancement of the City's full-service Police Department; oversees and implements all programs and procedures related to crime prevention, law enforcement, and related policing services; serves as a member of the City Manager's Executive Management Team; and provides 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 general supervision over the entire department and direct supervision over division managers and professional/administrative support staff.

CLASSIFICATION CHARACTERISTICS: The Police Chief is expected to exercise independent judgment, wisdom, and innovation in establishing and administering all Police Department operations, consistent with the City Manager's expectations and with concern for the entire City government organization. As an inspiring leader, the Police Chief must demonstrate integrity and promote ethical standards within the department, advocate collaboration with the community, and be a team member with the City organization. The Police Chief must be politically astute, but apolitical.

Essential Duties

The following essential functions are typical for this classification. Incumbents may not perform all 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:

- Advances the interests of the department and the City, plans, directs, and oversees a variety of programs designed for the maintenance of law and order and protection of life and property within the City of Newport Beach; develops comprehensive plans to satisfy needs for departmental services to ensure the highest possible quality of life for residents and visitors;

- Ensures the optimum and most efficient and effective use of staffing and resources, administers the overall operation of a full service police department, including hiring, personnel administration, office operations, budgeting, and community relations; serves as a member of the City's Executive Management Team and collaborates with other departments to resolve city-wide problems;
- Demonstrates a strong working knowledge of the legal system, confers with legal advisors and City officials regarding law enforcement issues; provides professional and technical advice and assistance to the City Manager and City Council on matters related to law enforcement services; represents the City as a witness in legal proceedings;
- Exhibits exceptional communication skills, prepares and presents staff reports and related materials for City Council or public response; resolves issues raised by City Council members, community groups, employee associations, and the public; advocates the City's position in negotiations with various regulatory agencies to satisfy requirements;
- Builds cohesive and collaborative departmental working relationships, plans, organizes, selects and supervises the work of departmental staff; establishes accountability throughout the department; promotes employee development through staff training and succession planning; ensures consistent application of City personnel policies and employee agreements;
- Demonstrates stewardship of public funds, directs the preparation and administration of the Police Department budget; participates in the forecast of revenue, expenses and additional funds needed; guides subordinate managers in developing and administering fiscally responsible budgets; carries out police functions in the most cost effective ways;
- Promotes a strong community policing program, establishes and maintains collaborative working relationships with property owners, community groups, business districts, and the public; represents the Police Department and the City at community and civic events; and
- Performs 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 crime prevention and law enforcement, including criminal investigation and identification, patrol, traffic control, animal control, records management, care and custody of persons and property and environmental protection;

Principles and practices of organization, administration and personnel management, and leadership of a law enforcement agency;

Principles and techniques of municipal 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:

Effectively direct, plan and organize the activities of a comprehensive city-wide full service police department;

Critically analyze problems, identify alternative solutions, and implement recommendations in support of goals;

Understand the needs of a tourism-based community and its impact on public safety;

Promote collaboration and innovation;

Provide a stabilizing influence during periods of change;

Weigh risks and consequences and make clear decisions;

Equitably interpret and apply City policies, procedures, rules and regulations;

Diffuse conflict and gain cooperation through discussion and persuasion;

Motivate, select, supervise, and evaluate personnel;

Promote fiscal responsibility in administering a departmental budget;

Develop and maintain effective partnerships with community groups;

Build loyalty within the organization and advocate accessibility and responsiveness to the community;

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 relationships with those contacted in the course of work.

This position may be required to work overtime hours as needed.

PHYSICAL REQUIREMENTS AND ENVIRONMENTAL WORKING CONDITIONS:

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Reactive emergency, natural or man-made disaster, and routine peace keeping environments with travel from site to site. The employee is regularly exposed to outside weather conditions; occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock, risk of radiation, and vibration; potentially hostile environments; extensive public contact. The noise level in the work environment is usually moderate but may be very loud due to sirens, firearm training, etc. Incumbents required to work various shifts, including evenings and weekends, and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability to work in a law enforcement setting and an office setting; restrain or subdue individuals; walk, stand, sit, or run for prolonged periods of time; occasionally stoop, bend, kneel, crouch, reach, and twist; occasionally climb and balance; regularly push, pull, lift, and/or carry light to moderate weights; frequently lift and/or move moderate to heavy weights; occasionally lift and/or move heavy weights; operate office equipment including the use of computer keyboard; requires a sense of touch, finger dexterity, and gripping with hands and fingers; ability to speak and hear to exchange information; ability to operate a vehicle to travel to various locations; ability to operate and use specialized law enforcement tools and equipment including guns and handcuffs.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

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 managerial and supervisory law enforcement experience, including having achieved the rank of Deputy/Assistant Police Chief or equivalent.

Education: Equivalent to completion of a bachelor's degree in criminal justice, law, management, public administration, business administration, or a related field from an accredited college or university. A master's degree or juris doctorate is desirable.

License or 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.

Possession of P.O.S.T. Management Certificate at time of appointment. Possession of P.O.S.T Executive Certificate desirable.

Completion of Federal Bureau of Investigation's National Academy is desirable.

Additional Requirement: Prior to employment, the prospective candidate must successfully complete a thorough background review, including being fingerprinted by Newport Beach Police Department.

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.

EXHIBIT C
FIRE CHIEF SECOND AMENDED AND RESTATED
EMPLOYMENT AGREEMENT

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

This SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT ("Agreement") is made effective as of June 9, 2026 ("Effective Date") 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. Employee is currently employed under a First Amended and Restated Employment Agreement dated February 8, 2022, as amended ("Employment Agreement").
- C. The Parties mutually agree that they intend for this Agreement to supersede all prior Employment Agreements, and that upon execution of this Agreement, any prior Employment Agreements 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.

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

SECTION 1: Term

- A. Term. This Agreement shall become effective June 9, 2026, and shall terminate on December 30, 2027 ("Term"), subject to the City's right to terminate Employee's employment at any time as provided for in this Agreement, and Section 504 of the City Charter.
- B. Extension of Agreement. 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 shall not have a break in employment service between the prior Employment Agreement and this Agreement.

SECTION 3: Duties and Authority

Employer agrees to continue to employ Employee as Fire Chief, to exercise the powers and authority and to perform the functions and duties specified in the Newport Beach City Charter, the Municipal Code and all relevant resolutions, rules, regulations, procedures, applicable job description(s) and state codes, as they currently or may in the future exist, specifically, but not limited to, those set forth in the "Fire Chief" 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 Three Hundred Fourteen Thousand Nine Hundred and Nineteen Dollars (\$314,919.00) ("Base Salary"), effective for the pay period that includes June 9, 2026.
- B. Adjustments to Compensation. Employee shall receive a Base Salary increase in compensation equal to the salary schedule adjustment(s) (percentage increase(s)) provided to Newport Beach Fire Management Association ("NBFMA") employees, as set forth in an approved Memorandum of Understanding ("MOU") between the NBFMA and the City, or amendment thereto, on the date that any salary schedule adjustment, which results in an increase in compensation, goes into effect for the NBFMA employees including, but not limited to, the four percent (4%) increase in compensation effective July 11, 2026. The Parties expressly agree that the salary schedule for the Fire Chief position, which is reflected in the City Council approved salary schedule, shall be adjusted by the same percentage increase(s) as provided to NBFMA employees, so that the Base Salary remains within the approved salary range.
- C. Withholdings. The Base Salary and compensation payable to Employee shall be subject to deductions and withholdings of 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"). 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 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. If CalPERS does not agree that the uniform allowance qualifies as special compensation, the City shall have no liability in this regard or duty to represent Employee in proceedings related to said determination. This provision of the Agreement shall be deemed amended whenever the City approves a new uniform allowance via a MOU, or amendment thereto, or Side Letter Agreement with the NBFMA.
- E. Scholastic Achievement Pay - Safety. As provided in the City's Key and Management Compensation Plan, as amended, ("Compensation Plan") and the current NBFMA MOU, safety employees are paid scholastic achievement pay for various levels of scholastic achievement. Likewise, Employee shall be entitled to additional scholastic achievement pay, contingent upon scholastic achievement, to the extent provided herein. Additional compensation for scholastic achievement pay for obtaining a Bachelor of Arts ("BA"), Bachelor of Science ("BS"), Master of Arts ("MA"), Master of Science ("MS") or Juris Doctor ("JD") degree is as follows:

<u>Degree</u>	<u>Scholastic Pay Percentage</u>
BA/BS	5.5% of Base Salary
MA/MS/JD	7.0% of Base Salary

Compensation set forth in this subsection shall be effective starting the pay period that includes June 9, 2026. Employer and Employee agree that the pays are not cumulative shall be paid in the same manners as paid to the NBFMA. If there are future changes to the scholastic pay percentages offered to members of the NBFMA for obtaining BA, BS, MA, MS, or JD degree, as set forth in a council-approved MOU or Side Letter Agreement, the same percentage changes will be made for Employee.

The Parties agree that to the extent permitted by law, the scholastic achievement pay in this section is special compensation and shall be reported to CalPERS as such, pursuant to Title 2 California Code of Regulations, Section 571 (a)(2) and 571.1 (b)(2),

The Parties agree that scholastic achievement pay does not impact or limit the amount that may be paid as Base Salary

- F. Certificate Pay. Starting with the pay period that includes June 9, 2026, Employee shall receive biweekly payments of three percent (3%) of Base Pay earned for that pay period as certificate pay for completing Chief Fire Officer coursework.

The parties agree that to the extent permitted by law, the certificate pay in this subsection is special compensation and shall be reported to CalPERS pursuant to Title 2 CCR, Section 571 (a)(2) and 571.1 (b)(2) Educational Incentive Pay.

The Parties agree that certificate pay does not impact or limit the amount that may be paid as Base Salary

- G. Evaluations. Employer, via the City Manager, shall conduct annual performance examinations on or about the anniversary date of the Effective Date of this Agreement, or, consistent with that of other Executive Management Employees.
- H. Other City Employes/Groups. 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. Leave Benefit Balances Carried Over. All of Employee's accrued Flex Leave and other benefit balances shall carry over as set forth herein. Employee's Flex Leave shall continue to accrue under the terms of applicable City policies and the provisions in Section 5(B) immediately below.
- B. 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 shall 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.

- C. Administrative Leave. Employee may be granted administrative leave hours, if any, at the sole discretion of the City Manager, up to a maximum of eighty (80) hours per calendar year. Administrative Leave hours will be credited to Employee the first pay period in January of each calendar year. Consistent with the City's Key and Management Compensation Plan, Administrative Leave does not accrue and cannot be carried over from year to year.
- D. 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.
- E. Other Leaves. Employee shall be entitled to the same leaves as received by Executive Management Employees as set forth in the Compensation Plan and/or Employee Policy Manual ("EPM"). This Agreement shall be deemed amended whenever the City Council adopts a resolution changing the Compensation Plan or EPM regarding these leaves.
- F. 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, IRS Section 125 Flexible Spending Accounts, short term and long-term disability plans, life insurance plans, holiday pay, holiday closure leave, and deferred compensation plans. This Agreement shall be deemed amended whenever the City Council adopts a resolution or acts changing these benefits under the Compensation Plan and/or EPM.
- G. Annual Physical Exam. Annually, Employee may obtain an executive management physical examination through a medical provider approved by the City, subject to applicable administrative procedures established by the City. This provision of the Agreement shall be deemed amended whenever the City Council adopts a resolution changing the reimbursement amount in the Compensation Plan.
- H. 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.

- I. Phone Allowance. Employee shall be entitled to the same phone allowance as provided to any of the Executive Management Employees.
- J. 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 clear conflict between the provisions of this Agreement and the Compensation Plan, this provision of the Agreement shall prevail.
- K. Retirement - CalPERS. Employee shall be eligible for the "3% at 50" retirement formula (i.e. the same retirement formula set forth in Section 4 (D) (1) of the "Retirement Benefits" and Tier 1 ("Legacy") portion of the current NBFMA MOU. Employee shall contribute the full statutory member contribution equal to 9% of compensation earnable plus an additional 4.5% of compensation earnable (as cost sharing of the Employer Contribution Rate in accordance with Government Code Section 20516 (f)) for a total contribution of 13.5% of compensation earnable.

Employee's retirement percentage contributions shall be tied to the retirement contributions required by Tier I safety employees. 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 is applied to the members of the NBFMA and for the same duration.

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 Council. 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 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 Newport Beach Municipal Code 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 by providing a minimum of thirty (30) calendar days written notice. 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 conflict with or 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, and, subject to the terms of Section 8, below, any potential "Severance" pay.

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

A. Termination Without Cause: By providing Employee at least thirty (30) 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 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, an Agreement of Separation, Severance and General Release approved by the City Attorney to ensure all potential claims associated in any way with Employee's employment are released, as determined and agreed upon by the City Attorney and Employee (or Employee's counsel), then Employer shall pay Employee beginning on the effective date of the Separation Agreement, a cash settlement equal to the following:

1. The Employee's monthly Base Salary, as adjusted, multiplied by six (6), or the number of months remaining on the unexpired Term, whichever is less; and
2. Employee's current applicable monthly cafeteria allowance (as provided for in the Compensation Plan), as adjusted, multiplied by six (6) or the number of months remaining on the unexpired Term, whichever is less.

In accordance with Government Code Section 53260 (a), 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 the event that the Employee agrees to, executes and does not revoke an Agreement of Separation, Severance and General Release, the termination not for cause may, at the Employee's request, may be deemed a resignation without forfeiture of the

severance provided for in Section 8(A). Further all press releases by the City and Employee shall so reflect that the separation was by tender of resignation.

Consistent with applicable law, including 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 thirty (30) 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 without cause or to raise mitigating circumstances regarding the termination without cause, 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 that do not violate local, state and federal laws or 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) business 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) 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) 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/Non-Renewal: If Employee resigns or otherwise terminates this Agreement (thereby terminating Employee's Employment) or if this Agreement is not renewed as provided in Section 1, Employee shall not be entitled to any Severance.

D. Flex and Administrative Leave. Upon termination (regardless of reason), Employee shall be compensated for all accrued but unused Flex Leave and any 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: Confidential Information

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.

The obligations of 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. Consistent with the California Government Code, Employer shall defend and indemnify Employee, using legal counsel of Employer's choosing, against expense or legal liability for acts or omissions by Employee occurring within the course and scope of Employee's

employment under this Agreement. In the event Employer determines that there is a conflict of interest between Employer and Employee, and independent counsel is required for Employee, Employer may select the independent counsel after having considered the input of Employee and shall pay the reasonable fees of such independent counsel consistent with City litigation guidelines and standard rates received by City from its chosen special counsel. (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: Release of all Claims

- A. In consideration for the entry into this Agreement, Employee, on behalf of himself, his agents, relatives, heirs, estate, executors, administrators, successors, and assigns, fully releases, acquits and forever discharges the City, its past and present elected and appointed officials, officers, employees, agents, affiliates, and attorneys from all actions, causes of action, claims, judgment, obligations, damages, and liabilities of whatsoever kind and character, including, but not limited to, any actions, causes of action, claims, charges, judgments, obligations, damages, or liabilities arising from or relating to Employee's employment with the City, prior to the Effective Date of this Agreement, including, but not limited to, those arising out of any claims for violation of any alleged contract, express or implied; any covenant of good faith and fair dealing, whether express or implied; any tort; any violation of local law, alleged wrongful termination, hostile work environment, any federal, state, or local statute or regulation, including any claims under the federal or state constitutions; any federal, state, or local statute or regulation based on or related to California Labor Code section 1194, California Industrial Welfare Commission Wage Orders, Americans with Disabilities Act (42 U.S.C. §§ 12101-12213), California Family Rights Act (Gov. Code §§ 12945.1-12945.2), Age Discrimination in Employment Act as amended by the Older Workers Benefit Protection Act (29 U.S.C. §§ 621-634), Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq., Equal Pay Act of 1963, Fair Labor Standards Act (29 U.S.C. § 201, et seq.), Employment Retirement Income Security Act of 1974 (29 U.S.C. § 1001, et seq.), Title VII (Civil Rights Act of 1964, 42 U.S.C. §§ 2000e-2000e-17), Sections 1981-88 of Title 42 of the United States Code (42 U.S.C. § 1981, et seq.), the California Fair Employment and Housing Act (Gov. Code §§ 12900-12996), the

California Whistleblower Protection Law (Cal. Lab. Code § 1102.5); and Federal Transit Law ("Released Claims").

- B. This Agreement does not limit Employee's ability to bring an administrative charge with an administrative agency, but Employee expressly waives and releases any right to recover any type of personal relief from the City, including monetary damages, in any administrative action or proceeding, whether state or federal, and whether brought by Employee or on Employee's behalf by an administrative agency, related in any way to the matters released herein. Furthermore, nothing in this Agreement prohibits Employee from reporting possible violations of law or regulation to any government agency or entity, including but not limited to the Equal Employment Opportunity Commission, the California Civil Rights Department, the Department of Labor and/or the Department of Justice, or making other disclosures that are protected under the whistleblower provisions of law. Employee does not need prior authorization of the City to make any such reports or disclosures and is not required to notify the City that he has made such reports or disclosures.

- C. Released Claims, as set forth herein, including the Civil Code Section 1542 Waiver, in Section 13(D), shall not include (i) claims that cannot legally be waived under applicable law, including claims arising under California Workers Compensation laws and regulations, including those that may pre-date the Effective Date of the Agreement; (ii) claims arising from or relating to Employee's employment with the City after the Effective Date of this Agreement; (iii) claims related to the enforcement or performance of this Agreement; and (iv) Employee's rights under Government Code Sections 825 and 995, including any pending litigation against the City in which Employee is currently or may become a named as a defendant.

- D. Civil Code Section 1542 Waiver. Employee waives all rights or benefits which he may now have, or in the future may have, with respect to Released Claims only, under the terms of section 1542 of the Civil Code of the State of California and does specifically and knowingly waive the application of California Civil Code section 1542 to the Released Claims only provisions of the Agreement. Section 1542 reads 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.

Initial

JB

Employee hereby expressly waives the provisions of California Civil Code section 1542 as to the Released Claims only, and further expressly waives any right to invoke said provisions now or at any time in the future as to the Released Claims only.

Employee recognizes and acknowledges that factors which have induced him to enter into the Released Claims provisions of the Agreement may turn out to be incorrect or to be different from what he had previously anticipated, and he hereby expressly assumes all the risks thereof and further expressly assumes the risks of waiving the rights provided by California Civil Code section 1542.

E. Age Discrimination in Employment Act Waiver and Release. The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”), 29 USC. §§ 626, et. seq. further augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Employee acknowledges that he is knowingly and voluntarily, for just compensation in addition to anything of value to which Employee is already entitled, waiving and releasing any rights he may have under the ADEA and/or OWBPA through the Effective Date. Employee further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

1. This waiver/release, as set forth in Section 13 of the Agreement is written in a manner understood by Employee.
2. Employee is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA, or similar age discrimination laws.
3. Employee is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider the release and waiver provisions set forth in Section 13 of this Agreement, and the waiver and release of any rights he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the twenty-one (21) days. If Employee elects to sign this Agreement before the expiration of the twenty-one (21) day period, he waives the balance of the twenty-one (21) day period.
4. The waivers and releases set forth in Section 13 of this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the date this Agreement takes effect.

5. Employee was advised and by this Agreement is advised in writing that he should consult with an attorney prior to executing this Agreement. Employee has had an opportunity to discuss the waiver and release provisions set forth in Section 13 of the Agreement with, and to be advised regarding this Agreement, by an attorney of his choice, and does not need any additional time within which to review and consider this Agreement.
6. Because the Agreement includes the release and waiver provisions set forth in Section 13, Employee has seven (7) calendar days following his execution of this Agreement to revoke the Agreement by submitting a written revocation addressed to and received by the City Attorney of the City of Newport Beach, 100 Civic Center Drive, Newport Beach, CA, 92660, attention Aaron Harp and emailed to aharp@newportbeachca.gov. This Agreement shall not become effective or enforceable until the expiration of the seven (7) day revocation period and approval by the City Council.
7. Employee knowingly and voluntarily agrees to all the terms set forth in this Agreement and knowingly and voluntarily intends to be bound by those terms.

EMPLOYEE ACKNOWLEDGES BY HIS SIGNATURE TO THIS AGREEMENT, AND WITH RESPECT ONLY TO RELEASED CLAIMS AS DEFINED IN PARAGRAPH 13 OF THE AGREEMENT, THAT HE FULLY UNDERSTANDS HIS RIGHT TO DISCUSS THE WAIVER AND RELEASE PROVISIONS SET FORTH IN PARAGRAPH 13 OF THE AGREEMENT WITH LEGAL COUNSEL, AND HAS CAREFULLY READ AND FULLY UNDERSTANDS THE WAIVER, AND THAT HE IS VOLUNTARILY AGREEING TO WAIVE RELEASED CLAIMS, AS DEFINED IN PARAGRAPH 13 OF THE AGREEMENT, THAT HE HAS OR MAY HAVE UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE OLDER WORKERS BENEFIT PROTECTION ACT, AND ANY OTHER LAWS PROHIBITING AGE DISCRIMINATION IN EMPLOYMENT ARISING FROM OR RELATED OR ATTRIBUTABLE TO THE EMPLOYEE'S EMPLOYMENT WITH THE CITY, PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

SECTION 14: 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 15: 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 file(s)

With a courtesy copy via email to:

Therese Y. Cannata
Cannata, O'Toole & Olson LLP
100 Pine Street, Suite 350
San Francisco, California. 94121
Email: tcannata@cofolaw.com

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 16: General Provisions

A. No Pending Claims and/or Actions. Employee represents and warrants that he has not filed any lawsuits, complaints, appeals, claims, applications or charges against the City or any related persons or against any of its or their past or present elected or appointed officials, officers, directors, governing bodies, employees, agents,

predecessors, attorneys, divisions, affiliates, representatives, successors in interest and assigns and/or all persons acting by, through, under, or in concert with any of them, with any state or federal court, or local, state or federal agency, or administrative or quasi-administrative tribunal or person, arising out of his employment with the City. This Agreement shall not limit Employee from pursuing claims that are not included in Released Claims as set forth in Paragraph 13, including for the purpose of enforcing his rights under this Agreement and is not precluded from filing a claim for unemployment benefits or workers' compensation benefits (except as to claims under Labor Code sections 132a and 4553), as well as any other claims that cannot lawfully be released.

- B. No Reliance. Employee represents and acknowledges that in executing this Agreement he does not rely and has not relied upon any representation or statement not set forth herein made by any of the Parties or any of the Parties' agents, representatives, or attorneys regarding the subject matter, basis or effect of this Agreement or otherwise.
- C. 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. 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.
- D. 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.
- E. 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. Venue for any action to interpret or enforce any provision of this Agreement shall be in the Superior Court of California, County of Orange.
- F. Severability. If any court of competent jurisdiction declares or determines that any provision in this Agreement is illegal, invalid or unenforceable, the legality, validity,

and enforceability of the remaining parts, terms and provisions, will not be affected. The provision found illegal, unenforceable or invalid shall be deemed not a part of this Agreement.

- G. 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.
- H. Employee's Independent Review – Voluntary Execution. Employee represents and agrees that he has been advised to discuss this Agreement with an attorney, and that he has carefully read and fully understands all the provisions of the Agreement, that he is voluntarily entering into this Agreement, and that he has the capacity to enter into this Agreement. Employee further acknowledges that he is entering into this Agreement freely and voluntarily without duress or coercion.
- I. Section Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation 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
An Individual

By: _____
Seimone Jurjis, City Manager

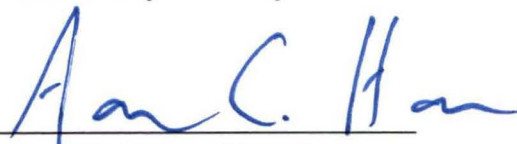
By: 
Jeff Boyles

Date: _____

Date: June 2, 2026

APPROVED AS TO FORM:

Office of the City Attorney

By: 
Aaron C. Harp, City Attorney

Date: 5/26/2026

ATTEST:

By: _____
Lena Sumway, City Clerk

Date: _____

[End of Signatures]

Attachments: Exhibit A – Fire Chief Job Description

Exhibit A



City of Newport Beach FIRE CHIEF

CLASS CODE	700001C	SALARY	\$94.03 - \$148.07 Hourly \$7,522.30 - \$11,845.74 Biweekly \$16,298.31 - \$25,665.76 Monthly \$195,579.70 - \$307,989.14 Annually
ESTABLISHED DATE	July 30, 2014	REVISION DATE	May 01, 2019

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.