AMENDMENT A TO CITY OF NEWPORT BEACH THIRD AMENDED AND RESTATED EMPLOYMENT AGREEMENT – CITY OF NEWPORT BEACH POLICE CHIEF

WHEREAS, on February 8, 2022, the City of Newport Beach, a California municipal corporation and Charter City ("Employer" or "City") and JON LEWIS ("Employee"), an individual (sometimes collectively referred to herein as "the Parties") entered into a Third Amended and Restated Employment Agreement ("Agreement") for the period of February 8, 2022 through December 30, 2025;

WHEREAS, given increases in the cost of medical insurance and to aid in the recruitment and retention of valuable employees, the City Council wishes to amend the Agreement; and

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

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

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

J. Retirement-CalPERS

Employee shall be eligible for the "3% at 50" retirement formula (i.e., the same retirement formula set forth in the NBPMA MOU for employees enrolled in the Tier I ("Legacy" retirement formula). Employee contributes 14.6% of compensation earnable towards Employee's retirement benefits, which is designated as follows: 9% of Employee/Member's total compensation earnable salary as the Employee/Member Contribution; and 5.6% as cost sharing of the Employer Contribution Rate in accordance with Government Code section 20516(f).

Temporary Reduction. Effective the pay period that includes January 1, 2023, Employee shall contribute the full statutory member contribution, equal to 9%, plus an additional 4.1% of compensation earnable toward retirement costs as permitted under Government Code section 20516(f), for a total contribution of 13.1%. This reduction in the employee contribution rate sunsets at the end of the last full pay period in December 2024. Accordingly, effective the pay period that includes January 1, 2025, Employee shall contribute the full statutory member contribution required by members of the NBPMA, which is currently equal to 9% of compensation earnable, plus an additional 5.6% of compensation earnable toward retirement costs as permitted under Government Code section 20516(f), for a total contribution of 14.6%.

Effective the pay period that includes January 1, 2023, the CalPERS retirement contributions for Employee shall be as noted above and shall not be tied to the retirement contributions required by members of the NBPMA. Effective the pay period that includes January 1, 2025, the CalPERS retirement contributions for Employee shall be tied to the retirement contributions required by members of the NBPMA. If there are future changes to those employee retirement contributions, this Agreement shall be deemed amended and Employee shall be subject to the same formula or percentage contribution as applied to the Tier I Legacy members of the NBPMA, as set forth in a council-approved MOU, and for the same duration.

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

Signatures on the next page

EMPLOYER
CITY OF NEWPORT BEACH
A Municipal Corporation

By: ______________________
Grace K. Leung, City Manager

Date: 12/1/2022

EMPLOYEE,
An Individual

By: ______________________
Jon Lewis, Police Chief

Date: 11.2.22

APPROVED AS TO FORM:

By: ______________________ Date: 11/1/22
Aaron C. Harp, City Attorney

ATTEST:

By: ______________________ Date: 12.6.2022
Leilani Brown, City Clerk