

**SIDE LETTER OF AGREEMENT  
BETWEEN  
CITY OF NEWPORT BEACH  
AND  
THE NEWPORT BEACH LIFEGUARD MANAGEMENT ASSOCIATION**

This Side Letter of Agreement ("Agreement") is made and entered into this 27th day of August 2024, by and between the City of Newport Beach ("City") and the Newport Beach Lifeguard Management Association ("NBLMA") (collectively "Parties") with respect to the following:

**WHEREAS**, on May 10, 2022, the City Council adopted Resolution No. 2022-28 approving a Memorandum of Understanding ("MOU") between the Parties with a term of January 1, 2022, through December 31, 2025;

**WHEREAS**, given present inflationary pressures and to aid in the recruitment and retention of valuable employees, the Parties wish to modify the MOU; and

**WHEREAS**, this Agreement will not have the effect of an agreement, and will not be binding on either party, until it is ratified by the affected bargaining unit and approved by the City Council.

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

1. Section 2, Compensation, Subsection B, One-Time Lump Sum Payment of the MOU is amended in its entirety and shall read as follows:

**"B. Lump Sum Bonuses**

**Lump Sum Bonus (FY 2021-2022)**

All bargaining unit members in paid status for the entirety of the first full pay period following the adoption of the 2022-2025 MOU by the City Council will receive a signing bonus of \$2,000. The parties intend and understand that this lump sum payment is non-pensionable and will not be reported to Ca/PERS. The parties also agree that this payment is intended to be specific to the pay period in which it is paid and is to be considered part of the FLSA regular rate for this pay period only. *The parties acknowledge that this is the current language in the MOU and that this bonus has been paid. Inclusion of this language in the Agreement shall have no substantive effect and shall not result in the payment of any additional bonus to bargaining unit members.*

### Lump Sum Bonus (FY (2024–2025))

Lump sum bonuses in the amount of One Thousand Dollars and No Cents (\$1,000.00) will be paid to all bargaining unit members that are employed by the City on each of the following dates, as set forth below:

- Bargaining unit members employed by the City on August 27, 2024, will receive a lump sum bonus of One Thousand Dollars and No Cents (\$1,000) on September 13, 2024;
- Bargaining unit members employed by the City on October 1, 2024, will receive a lump sum bonus of One Thousand Dollars and No Cents (\$1,000) on October 25, 2024;
- Bargaining unit members employed by the City on January 1, 2025, will receive a lump sum bonus of One Thousand Dollars and No Cents (\$1,000) on January 17, 2025; and
- Bargaining unit members employed by the City on April 1, 2025, will receive a lump sum bonus of One Thousand Dollars and No Cents (\$1,000) on April 25, 2025.

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

2. The following language in Section 4, Fringe Benefits, Subsection A, Insurance, Subsection 2, City Contribution, of the MOU, which was previously amended pursuant to the Side Letter Agreement dated November 29, 2022, is hereby amended and shall read as follows:

“2. City Contribution

a. Full-Time Members:

Language in the MOU: The City’s contribution towards the Cafeteria Plan is \$1,645 (plus the minimum CalPERS participating employer’s contribution.)

Amended Language: The City’s contribution towards the Cafeteria Plan is \$1,645 (plus the minimum CalPERS participating employer’s contribution.) Temporary Increase. Effective the pay period that includes January 1, 2023, the City’s monthly contribution towards the Cafeteria Plan increases to \$1,745 (plus the minimum CalPERS participating employer’s contribution).

Effective the pay period that includes July 1, 2025, the City's monthly contribution towards the Cafeteria Plan decreases to \$1,645.00 (plus the minimum CalPERS participating employer's contribution).

b. Part-Time Members:

Language in the MOU: Part-time NBLMA members receive a monthly cafeteria benefit of \$601.00 For part-time employees enrolled in medical plans, the cafeteria amount is inclusive of the PERS designated minimum medical insurance contribution.

Amended Language: Part-time NBLMA members receive a monthly cafeteria benefit of \$601.00 For part-time employees enrolled in medical plans, the cafeteria amount is inclusive of the PERS designated minimum medical insurance contribution.

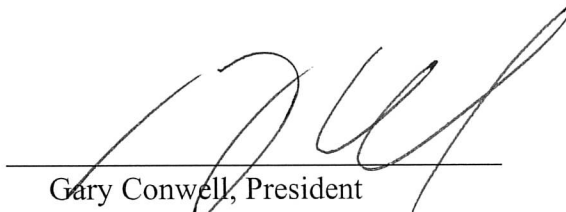
Temporary Increase. Effective the pay period that includes January 1, 2023, the City's monthly contribution towards the Cafeteria Plan increases to \$637.53. For part-time employees enrolled in medical plans, the cafeteria amount is inclusive of the CalPERS designated minimum medical insurance contribution. Effective the pay period that includes July 1, 2025, the City's monthly contribution towards the Cafeteria Plan decreases to \$601.00. For part-time employees enrolled in medical plans, the cafeteria amount is inclusive of the CalPERS designated minimum medical insurance contribution."

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

**Signatures on the next page**

Executed this 1<sup>st</sup> day of August, 2024

FOR THE NEWPORT BEACH LIFEGUARD MANAGEMENT  
ASSOCIATION:

By:   
Gary Conwell, President

FOR THE CITY OF NEWPORT BEACH:

By:   
Will O'Neill, Mayor

CITY OF NEWPORT BEACH  
APPROVED AS TO FORM:

By:   
Aaron Harp, City Attorney

ATTEST:

By:   
Leilani Brown, City Clerk

