

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

This Side Letter of Agreement ("Agreement") is made and entered into this 29 day of NOVEMBER 2022, by and between the City of Newport Beach ("City") and the Newport Beach Police Management Association ("NBPMA") (collectively "Parties") with respect to the following:

**WHEREAS**, on June 28, 2022, the City Council adopted Resolution No. 2022-44 approving a Memorandum of Understanding ("MOU") between the Parties with a term of July 1, 2022, through June 30, 2026;

**WHEREAS**, given increases in the cost of medical insurance 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. The following language in Section 4.A.2. Fringe Benefits, Health Insurance, Medical Insurance, of the MOU is amended to read as follows:

2. Medical Insurance

b. City Contribution

Current Language:

i. The City's monthly contribution towards the Cafeteria Plan is \$1,524.00 (plus the minimum CalPERS participating employer contribution as outlined in Government Code §22892.)

Amended Language:

i. The City's monthly contribution towards the Cafeteria Plan is \$1,524.00 (plus the minimum CalPERS participating employer's contribution as outlined in Government Code §22892.) Temporary Increase. Effective the pay period that includes January 1, 2023, the City's monthly contribution towards the Cafeteria Plan increases to \$1,624.00 (plus the minimum CalPERS participating employer's contribution as outlined in Government Code §22892). Effective the pay period that includes January 1, 2025, the City's monthly contribution towards the Cafeteria Plan decreases to \$1,524.00 (plus the minimum CalPERS participating employer's contribution as outlined in Government Code §22892).

2. 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 \_\_\_ day of \_\_\_\_\_, 2022

FOR THE NEWPORT BEACH POLICE MANAGEMENT  
ASSOCIATION:

By: Eric Little  
Eric Little, President

FOR THE CITY OF NEWPORT BEACH:

By: Kevin Muldoon  
Kevin Muldoon, Mayor

CITY OF NEWPORT BEACH  
APPROVED AS TO FORM:

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

ATTEST:

By: E. Brown for  
Leilani Brown, City Clerk

