

**SIDE LETTER OF AGREEMENT  
BETWEEN  
CITY OF NEWPORT BEACH  
AND  
THE NEWPORT BEACH FIREFIGHTERS 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 Firefighters Association (“NBFA”) (collectively "Parties") with respect to the following:

**WHEREAS**, on December 14, 2021, the City Council adopted Resolution No. 2021-130 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 P, One-Time Payment, of the MOU is amended in its entirety and shall read as follows:

“P. Lump Sum Bonuses

1. Lump Sum Bonus (FY (2021–2022)) All Bargaining Unit Employees in paid status for the entirety of (1) the pay period including January 1, 2022 or (2) the pay period following City Council adoption of the MOU, whichever is later, will receive a signing bonus of \$2000. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS. 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 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 Employees.*
2. 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 Employees that are employed by the City on each of the following dates, as set forth below:

- Bargaining Unit Employees 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 Employees 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 11, 2024;
- Bargaining Unit Employees 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 Employees 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 11, 2025.

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

2. The following language in Section 4, Fringe Benefits, Subsection A, Insurance, Subsection 2, Medical Insurance, 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. Medical Insurance

Language in the MOU: The City’s monthly contribution towards the Cafeteria Plan is \$1,824.00 (plus the minimum CalPERS participating employer’s contribution.)

Amended Language: The City’s monthly contribution towards the Cafeteria Plan is \$1,824.00 (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 \$1,924.00 (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 \$1,824.00 (plus the minimum CalPERS participating employer’s 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 5 day of August, 2024

FOR THE NEWPORT BEACH FIREFIGHTERS ASSOCIATION:

By: Bobby Salerno  
Bobby Salerno, President

FOR THE CITY OF NEWPORT BEACH:

By: Will O'Neill  
Will O'Neill, Mayor

CITY OF NEWPORT BEACH  
APPROVED AS TO FORM:

By: Aaron Harp  
Aaron Harp, City Attorney

ATTEST:

By: Leilani Brown  
Leilani Brown, City Clerk

