

ATTACHMENT A

RESOLUTION NO. 2025- 61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF NEWPORT BEACH AND THE NEWPORT BEACH FIRE MANAGEMENT ASSOCIATION RELATED TO RESIDENCY REQUIREMENTS AND CONSECUTIVE SHIFTS

WHEREAS, the City Council of the City of Newport Beach ("City Council") previously adopted Resolution No. 2001-50, the "Employer-Employee Relations Resolution," pursuant to authority contained in the Meyers-Milias-Brown Act, Government Code 3500, *et seq*;

WHEREAS, the City of Newport Beach ("City") promotes effective communication and collaborative working relationships with its employees to foster improved relations while balancing good management practices;

WHEREAS, on July 22, 2025, the City Council adopted Resolution No. 2025-46 approving a Memorandum of Understanding ("Memorandum of Understanding") with the Newport Beach Fire Management Association ("NBFMA"), a recognized organization, with a term of July 1, 2025, through June 30, 2028; and

WHEREAS, the City Council desires to enter into a Side Letter of Agreement between the City and NBFMA to ensure that residents of and visitors to the City of Newport Beach receive the highest level of emergency response service the most efficient manner and to align unit member residency requirements as set forth in Exhibit A.

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

Section 1: The City Council does hereby approve and authorize the Mayor to execute the Side Letter of Agreement attached hereto as Exhibit A, which is incorporated herein by this reference. The terms referenced in the attached Side Letter of Agreement shall prevail over any previously adopted terms within the Memoranda of Understanding that conflict herewith.

Section 2: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 3: 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 4: 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 5: 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 23rd day of September, 2025.

Joe Stapleton
Mayor

ATTEST:

Molly Perry
Interim City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE



Aaron C. Harp
City Attorney

Attachment(s): Exhibit A: Side Letter of Agreement between the City and NBFMA

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

This Side Letter of Agreement ("Agreement") is made and entered into this 23rd day of September 2025, by and between the City of Newport Beach ("City") and the Newport Beach Fire Management Association ("Association") (collectively "Parties") with respect to the following:

WHEREAS, on July 22, 2025, the City Council adopted Resolution No. 2025-46 approving a Memorandum of Understanding ("MOU") between the Parties with a term of July 1, 2025, through June 30, 2028;

WHEREAS, MOU Section 5.D (Consecutive Shifts) provides limitations on consecutive shifts for covered employees to prevent overwork and promote safety;

WHEREAS, MOU Section 5.E (Requirement to Live Within 150 Miles of City Limits) requires that covered employees live within 150 miles of City limits to ensure reasonable response time in the event of an emergency;

WHEREAS, the parties now wish to clarify these sections to better reflect their original intent and safeguard against potential misunderstandings in the future; and

WHEREAS, this Agreement will not have the effect of an agreement, and will not be binding on either Party, until it is approved by the City Council.

NOW, THEREFORE, it is mutually agreed between the Parties to amend MOU Section 5.D and MOU Section 5.E as set forth below. 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.

SECTION 5. MISCELLANEOUS PROVISIONS

D. CONSECUTIVE SHIFTS

Members shall be limited to working up to a maximum of 96 hours per 120-hour period and shall take 24 consecutive hours off from work per 120-hour period. The 120-hour period is defined as a "rolling" 120-hour period that is measured forward and resets when an employee takes 24 consecutive hours off from work. Employees who have worked 96 hours in a 120-hour period may be permitted to work additional consecutive hours before taking 24 consecutive hours off from work with Fire Chief or designee approval, based upon exigent circumstances.

E. REQUIREMENT TO LIVE AND RESIDE WITHIN 150 MILES OF CITY LIMITS

To provide for reasonable response time in case of an emergency, employees hired as, or promoted to, full-time NBFMA unit members on or after July 1, 2019, are required to live and reside within 150 miles of the City limits. The 150 miles shall be measured by Google

Maps driving directions, not linear directions.

For the purposes of this section, residency determinations shall adhere to general guidelines provided in the State of California Franchise Tax Board (FTB) publication 1031 Guidelines for Determining Resident Status.¹ For illustrative purposes only, a partial list of some relevant factors is provided below. No one factor is determinative, and other factors may be considered as well.

Examples of factors relevant to residency status:

- Location of principal (or primary) residence
- Location of spouse, registered domestic partner and children
- Location of real property and investments
- Amount of time spent within the 150-mile limit versus time spent outside of it

Signatures on the next page

¹ Current FTB guidelines (published in 2024) are available here: <https://www.ftb.ca.gov/forms/2024/2024-1031-publication.pdf>

Executed this 23rd day of September 2025

FOR THE NEWPORT BEACH FIRE MANAGEMENT ASSOCIATION:

BY: _____
Brian McDonough, NBFMA President

FOR THE CITY OF NEWPORT BEACH:

BY: _____
Joe Stapleton, Mayor of Newport Beach

CITY OF NEWPORT BEACH
APPROVED AS TO FORM:

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

ATTEST:

BY: Molly McLaughlin Perry,
Interim City Clerk